



[Simulation SLA](#)

[Data Analytics SLA](#)

[Enterprise Computing SLA](#)

Altair Engineering Inc. – Data Analytics Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) SETS FORTH THE STANDARD TERMS AND CONDITIONS FOR THE USE OF SOFTWARE AVAILABLE FROM ALTAIR AND WHICH IS ACCESSIBLE VIA PHYSICAL MEDIA, A LICENSE FILE, OR FROM AN ALTAIR OR THIRD-PARTY WEBSITE OR HOSTED COMPUTE RESOURCES. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR STANDARD TERMS AND CONDITIONS FOR ACCESS TO AND USE OF SUCH SOFTWARE. BY CLICKING THE ACCEPTANCE BOX OR INSTALLING AND/OR USING THE SOFTWARE, YOU ARE INDICATING YOUR (I) ACCEPTANCE OF THE FOLLOWING STANDARD TERMS AND CONDITIONS, AND (II) AUTHORITY TO CONTRACTUALLY BIND THE PERSON OR ENTITY ON WHOSE BEHALF YOU HAVE DONE SO. IN THE EVENT THAT YOU OR YOUR EMPLOYER HAVE A CURRENT AND VALID NEGOTIATED LICENSE AGREEMENT ON FILE WITH ALTAIR (“MASTER AGREEMENT”), THEN SUCH MASTER AGREEMENT SHALL TAKE PRECEDENCE OVER THIS AGREEMENT.

This Data Analytics Software License Agreement is between ALTAIR ENGINEERING INC. or its authorized resellers (“Altair”), and you (the

1. LICENSE GRANT: Pursuant to this Data Analytics Software License Agreement (the “License Agreement”), Altair grants Licensee the following non-exclusive, non-assignable, non-transferable, limited license rights to the software specified on the Altair Order Agreement or Quote (the “Quote”), in machine-readable object code form only, any installation routines including license key codes, and the technical specifications, user documentation and training materials associated therewith (the “Documentation”) (collectively, the “Software”), subject to Licensee’s payment of the license fees as set forth in the Quote and to the terms and conditions set forth herein. :

(a) Single Named User License. The Software is licensed to a single named user (“Single Named User”) to be used by that individual only on a single physical or virtual computer (the “Computer”). The Single Named User License may be installed on a personal computer or workstation provided that the use of the Software is restricted to the Single Named User. The license for a named individual user can be installed on a network server if the corresponding network server license has been purchased. A separate license fee must be paid for each additional Computer on which the Software is used, and the Software may not be used on more Computers than the number of licenses listed on the Quote. Licensee may physically transfer the Software from one Computer to another in the licensed individual’s possession and control, provided that Licensee removes all copies of the Software from the Computer from which the Software is being transferred.

(b) Network License. If ordered as a Network License, the Network License can be installed on a network server for use only to allow client access to the Software on internal Computers. Each Computer that accesses the Software on the network server must have a separate software license (other than the user manager software). A license for the Software may not be shared or used concurrently on different servers. The number of CPUs contained in the server must be equal to or be less than the number of CPUs the software is licensed for on that server.

(c) Subscription License. If ordered as a subscription license pursuant to an Quote, then Licensee may install and Use one copy of the Software or the number of copies of the Software specified in the Quote, provided, however,



expiration of the then-current term, then at the end of such term this License Agreement (including any licenses granted hereunder) and the Quote shall be terminated pursuant to Section 7 below and Licensee must abide by all provisions stated therein.

(d) Units-enabled Subscription License. If ordered as a Units-enabled subscription license pursuant to a Quote, Licensee licenses a pool of Altair Units which allows Licensee to Use Units-enabled Software under Altair's LMS (defined below). When Units-enabled Software is invoked under Altair's LMS, the Units-enabled Software draws down a predetermined number of Altair Units from the pool of Altair Units licensed (as identified on the Quote). Licensee's right to use the Software is not perpetual and is time-limited to the term specified in the Quote. If Licensee does not purchase a term extension prior to the expiration of the then-current term, then at the end of such term this License Agreement (including any licenses and Units granted hereunder) and the Quote shall be terminated pursuant to Section 7 below and Licensee must abide by all provisions stated therein. For purposes of this License Agreement, "Altair's LMS" shall be defined as the license management system that accompanies the Software and limits its use in accordance with this License Agreement, and which includes a license log file which gathers and reports anonymized usage information of the Software which shall be made available to Altair automatically on no less than a monthly basis.

(e) "Use" and "Authorized User". For purposes of this License Agreement, "Use" means the processing of data for Licensee's internal operations and "Authorized User" means Licensee or any of Licensee's employees who have been granted access to the Software, as well as third-party consultants who use the Software on Licensee's behalf and have executed confidentiality agreements with Licensee that are at least as protective of Altair's confidential information as the provisions of this License Agreement, and have agreed to abide by all the terms and conditions of this License Agreement and the Quote. Licensee agrees that Licensee is responsible to Altair for all use of the Software by Authorized Users.

(f) Restrictions. The license rights granted to Licensee under this License Agreement and the Quote are expressly conditioned upon Licensee's compliance at all times with the license restrictions set forth in this Section 1(f). Failure to comply with such restrictions shall be grounds for Altair to terminate

(i) Use, print, display, publish, disclose, transmit, record, encumber by way of security interest or otherwise pledge or transfer, assign, distribute or make available the Software, except as expressly authorized herein. Any attempted transfer, assignment, encumbrance or pledge in violation of this License Agreement shall be void.

(ii) Make any copies of all or any part of the Software except for the number of installations of the Software equal to the number of licenses purchased pursuant to the Quote, and up to one archival and backup copy of the Software.

(iii) Modify, translate, adapt, reverse engineer, decompile, disassemble, incorporate the Software, in whole or in part, in any other product, or create derivative works based on the Software. If, notwithstanding the foregoing restrictions, Licensee makes any modifications, enhancements or derivative works to the Software, Licensee hereby assigns to Altair all rights, title, and interest in and to such modifications, enhancements, and/or derivative works.

(iv) Use the Software to provide, or attempt to provide, any facility management, time sharing, service bureau, application hosting, application service provider (ASP), third party consulting service or other similar services, or to provide access to data to customers or other third parties.

(v) Rent, lease, sell, lend, license or sublicense the Software to a third party or operate the software for the benefit of a third party, including in the provision of consulting services for third party clients. Any attempted rental, lease, sale, license or sublicense in violation of this License Agreement shall be void.

(vi) Remove any copyright, patent, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software or any copy of the Software. (vii) Use software or hardware to reduce the number of users directly accessing or using the Software (sometimes called “multiplexing” or “pooling” software or hardware). Multiplexing or pooling does not reduce the number of Software licenses required. Licensee must

(viii) Export the Software for the purposes of directly populating or loading any database or database management system for other than personal use.

(ix) Use the Software as part of any automated process developed using scripting, APIs or other programmatic methods.

(x) Permit others (including Authorized Users) to do any of the foregoing.

(g) Audit. Licensee agrees to allow Altair or its agent to inspect or conduct an independent audit from time to time on Licensee's use of the Software to verify Licensee's compliance with this License Agreement and the Quote. In the event that any audit reveals an underpayment by Licensee of more than five percent (5%) of the amounts due Altair in the period being audited, or that Licensee has breached any term of this License Agreement or Quote, then, in addition to any other remedies Altair may have, Licensee will promptly pay to Altair any underpayments and the cost of the audit and correct any non-compliance.

2. **MAINTENANCE:** If Licensee has purchased a maintenance contract on the Quote, Altair will provide Licensee with the following services ("Maintenance"): (1) telephone or email support from Monday through Friday during Altair's normal business hours, except public holidays; (2) supply of maintenance releases of the Software as described below; and (3) notification of product problems and solutions. Maintenance is available for the current Software version and the prior version. Provided that Licensee's Maintenance is not lapsed, Altair agrees to provide Licensee, free of charge, with such maintenance releases, bug fixes, corrections, enhancements, updates and new releases to the Software (other than those independently priced and licensed) as Altair may release (collectively "Updates"). All Updates and upgrades shall be considered part of the Software for purposes of the License Agreement and shall be governed by all the same terms and conditions of this License Agreement and the Quote as are applicable to the Software. To reinstate lapsed Maintenance, Licensee may be required to pay Maintenance fees for the full lapsed period plus the annual period going forward from the renewal date (at the maintenance price current at the time of the reinstatement), in addition to a reinstatement fee. Maintenance that lapses for more than six (6) months is



the Software incorporated with or into other software not provided by Altair; (b) any version of the Software other than the current version of the Software or the immediately prior release of the Software; (c) problems caused by Licensee's negligence, abuse or misapplication of Software other than as specified in the Documentation, or other causes beyond the reasonable control of Altair; or (d) Software installed on any hardware, operating system version or network environment that is not supported by Altair. Maintenance also excludes configuration of hardware, non-Altair Software, and networking services; consulting services; general solution provider related services; and general computer system maintenance.

3. OWNERSHIP: Licensee acknowledges and agree that Altair and its suppliers maintain exclusive ownership of all right, title and interest in and to the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software. Licensee agrees to reproduce and include the copyright notices on any copies of the Software which Licensee are permitted to make. The Software is protected by US copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Altair. Licensee acknowledges and agrees that nothing in this License Agreement or the Quote gives Licensee any right, title or interest in or to the Software except for the limited express rights granted pursuant to Section 1 of this License Agreement. All rights not expressly granted herein shall be reserved to Altair. No implied licenses are granted hereunder.

4. DELIVERY: Altair shall deliver the Software set forth on the Quote via electronic delivery to the address set forth on the Quote, or, if electronic delivery is somehow not practicable in Altair's judgment, then FOB shipping point. Unless otherwise agreed by the parties, the Software will be delivered on media containing, together, one copy of the Software and one copy of such user manuals and other printed material which may be included with the Software. Licensee assumes all risk of loss, damage or destruction of the Software after receipt of the Software.

5. PAYMENT: License and Maintenance Fees are billed according to the schedule outlined in the Quote. Invoices shall be paid by Licensee within thirty



allowable by law. Licensee must notify Altair in writing within thirty (30) days of receipt of invoice of any disputed amounts and must pay all undisputed amounts in full when due. Licensee shall be responsible for all reasonable costs incurred by Altair in connection with collecting amounts past due, including without limitation, attorney and collection fees. All fees and expenses are exclusive of any national, state, municipal, or other governmental excise, sales, value-added and occupational taxes and other fees and levies, all of which Licensee shall be responsible for and will pay in full, other than taxes based on Altair's net income.

6. **CONFIDENTIALITY:** Licensee acknowledges and agrees that the Software is confidential information of Altair and that it constitutes valuable proprietary information and trade secrets of Altair. Accordingly, Licensee agrees to use the Software only in accordance with the terms and conditions of this License Agreement and to implement commercially reasonable procedures to prevent other persons from obtaining access to or use of the Software without Licensee's knowledge and Altair's prior express written permission.

7. TERMINATION:

(a) Termination by Licensee. Licensee may terminate this License Agreement and related licenses at any time by destroying the Software, together with all copies in any form, and providing Altair with written notice of termination and certifying such destruction. In the event of any such termination, Licensee agrees that any pre-paid fees are non-refundable. If the Quote provides for ongoing payments during a specified term, or Licensee has not paid all fees due and Licensee terminates prior to the end of such term, Licensee agrees to pay the full amount that has or would have become due during such term, and such payment shall be due in full upon termination.

(b) Termination by Altair. Without prejudice to any other rights, Altair may terminate this License Agreement and the Quote immediately upon written notice to Licensee if Licensee fails to comply with any of the terms and conditions of this License Agreement (including without limitation any violation of the restrictions set forth in Section 1(f) or the failure to pay any amounts owed by Licensee to Altair pursuant to this License Agreement or the Quote), or in the event that Licensee ceases its business operations, makes a

(c) Effect of Termination or Expiration. Upon termination of this License Agreement for whatever reason, all Quotes regarding Licensee's use of the Software, and all licenses granted hereunder and there under, shall be immediately terminated. Within 15 days following the effective date of such termination or expiration, Licensee must return to Altair or destroy all copies of the Software and all of its component parts and delete or otherwise remove the Software from any computer hardware on which it was installed, and promptly certify in writing to Altair that the same have been returned or destroyed. Termination of this License Agreement or the Quote shall not relieve either party of any payment or other obligation under this License Agreement or the Quote which was to have been performed by such party prior to termination. Sections 1(f), 1(g), 3, 5, 6, 7(c), 8(b), 8(c) and 10-17 of this License Agreement shall survive the termination or expiration of this License Agreement.

8. LIMITED WARRANTY AND LIMITATION OF LIABILITY:

(a) Altair warrants solely that, for a period of thirty (30) days from the date of Licensee's receipt of the Software, (i) the Software will function substantially in accordance with published specifications on the date of delivery to Licensee provided that Licensee uses the Software in accordance with this License Agreement, the Documentation, and as otherwise directed by Altair; and (ii) the media on which the Software is distributed are free from defects in materials and in workmanship. This warranty does not apply if: (1) the Software has been altered or modified, (2) the Software has not been installed, operated, repaired or maintained in accordance with the Documentation, (3) the Software has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, (4) the version of the Software used does not include all Updates available from Altair, or (5) the defect or error was caused by third-party hardware or software malfunctions or software provided by a third party and included in the Software ("Third Party Software"), or failure or by acts or omissions caused by persons other than Altair. Provided that Licensee gives notice of return to Altair within such 30-day period and that Licensee returns the Software no later than ten days after the expiration of such 30-day period, a copy of this License Agreement and the Quote and a written statement specifying in reasonable detail the nature of the claimed non-conformance or defect then, as Licensee's exclusive remedy and as Altair's



following: (a) use reasonable commercial efforts to correct the non-conformance or defect of the Software; (b) replace the Software at no additional charge; or (c) refund the license fee and terminate Licensee's license to Use the Software. Altair does not warrant that the Software will meet Licensee's requirements or that the operation of the Software, or any Third-Party Software, will be uninterrupted or error free. No oral or written information given by Altair, its agents, or employees shall create a warranty. The limited warranty provided in this Section 8(a) gives Licensee specific legal rights and Licensee may also have other rights which vary from jurisdiction to jurisdiction. Provided that Licensee uses the Software as made available by Altair in accordance with the terms of this Agreement, Altair hereby represents that no open source Third Party Software included in the Software will require Licensee to disclose any Licensee source code.

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(a) ABOVE, ALTAIR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (REGARDLESS OF ANY KNOWLEDGE OF LICENSEE'S PARTICULAR NEEDS) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS AFTER RECEIPT OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATION MAY NOT APPLY. Licensee assumes full responsibility for the selection of the Software to achieve Licensee's intended results and for the installation, use, and results obtained from the Software, including but not limited to providing a suitable system for installation, providing the appropriate environment for operating the Software and loading Licensee's data. Due to the inherent complexity of computer software, Licensee is advised to verify its work.

(c) ALTAIR'S CUMULATIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, OR ALTAIR'S AGREEMENT WITH LICENSEE, SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE IN THE PRECEDING TWELVE MONTHS. IN NO EVENT SHALL ALTAIR OR ITS DEVELOPERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR SUPPLIERS BE LIABLE FOR SPECIAL, INDIRECT,



LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS). THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH DAMAGES ARE SOUGHT AND EVEN IF ALTAIR OR A REPRESENTATIVE OF ALTAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF APPLICABLE LAW RESTRICTS THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THEN THE FOREGOING PROVISIONS SHALL BE DEEMED TO EXCLUDE AND LIMIT ALTAIR'S LIABILITY FOR ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Licensee acknowledges that Altair has established the license fee for the Software based on the limitations contained in this Section 8 and Licensee has agreed to the license fee paid based in part upon Licensee's agreement with and acceptance of the terms of this Section 8.

9. INDEMNIFICATION:

(a) Indemnity. Altair shall indemnify, defend and hold harmless Licensee and Licensee's directors, officers, agents, Authorized Users, and employees (collectively, the "Indemnified Parties") against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any action, suit, claim, demand, or proceeding, that the Software or Use thereof infringes or misappropriates any United States patent, copyright or trademark of any third party. The foregoing shall not apply unless the Indemnified Parties (i) inform Altair as soon as practicable of the suit or action alleging such infringement, (ii) allow Altair to control the defense of such suit or action and any related negotiations or settlement, and (iii) cooperate with Altair in such defense or settlement.

(b) Limitations. If the Software is held to infringe or is believed by Altair to possibly infringe, Altair shall have the option, at its expense, to (i) modify the Software to be non-infringing; or (ii) obtain for Licensee a license to continue using the Software. If Altair determines it is not commercially reasonable to perform either of the above options, then Altair may at its option elect to terminate the license for the Software and refund the fees paid to Altair by Licensee for the Software on a monthly amortization basis including only the



RELEASING INFRINGEMENT. Notwithstanding any other provision of this License Agreement, Altair assumes no liability, and shall have no liability, for any claims or allegations of infringement with respect to the Software, or any software in or with which the Software may be used, based on: (1) an Indemnified Party's use of the Software after Altair's notice to cease use of the Software due to a claim or allegation of infringement; (2) any modification of the Software by an Indemnified Party or pursuant to Licensee's provided specifications; (3) an Indemnified Party's combination of Software with non-Altair Software, data, hardware, or other materials, if such infringement claim would have been avoided by the exclusive use of the Software alone; (4) Third Party Software; (5) Use of the Software that does not include all Updates available from Altair if such Update is necessary to avoid infringement; (6) any trademark or trade name infringement involving any marking or branding of an Indemnified Party; or (7) use of any Software licensed pursuant to Section 1(f) of this License Agreement.

10. GOVERNING LAW AND JURISDICTION: This License Agreement and the Quote shall be governed, interpreted, and enforced by the laws of the State of Delaware, excluding Delaware's choice of law principles, and all claims relating to or arising out of this License Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Delaware, excluding Delaware's choice of law principles, except if the State of Delaware adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Altair as a party, Altair and Licensee specifically agree to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve the objectives of this provision. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this License Agreement and the Quote. Each party waives its right to a jury trial in the event of any dispute arising under or relating to this License Agreement. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

the Software to any third party. Altair may freely assign this License Agreement and the Quote in whole or in part.

12. ENTIRE AGREEMENT: This License Agreement and the Quote, if applicable, together constitute the entire agreement and understanding of the parties and supersede all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written, including any shrink wrap license agreement included with the Software, and any other or different terms or conditions in any purchase orders, Licensee's websites (including any terms or conditions subject to an accept button or similar means of indicating acceptance) or other documents will be deemed null and void. Except for: (i) the incorporation by reference to this License Agreement or the actual attachment of this License Agreement, or (ii) any terms on an Altair issued invoice pertaining to price, quantity, Software product; no other terms (pre-printed, on the front or back of any Licensee PO, or incorporated by reference) on Licensee's purchase order shall apply. This License Agreement and the Quote may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct or the terms of any purchase order or sales invoice. The waiver by either party of a breach of a term or condition of this License Agreement or the Quote must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach. In the event of any conflict between the terms of this License Agreement and those of the Quote, the terms of the Quote shall govern with respect to the subject matter of such conflicting terms.

13. SEVERABILITY: In the event any provision of this License Agreement or the Quote is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby, and that provision shall be reformed, construed and enforced to the maximum extent permissible, provided that this License Agreement and the Quote shall not then substantially deprive either party of the bargained-for performance of the other party. Any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.



accepting delivery of the Products, the Licensee hereby agrees that the Products qualify as “commercial computer software” as that term is defined in Federal Acquisition Regulation (FAR) 2.101 and Department of Defense FAR Supplement (DFARS) clause 252.227-7014(a)(1), as applicable, and the Government shall have only the rights in the Products specified in this Agreement in accordance with FAR 12.212 and DFARS 227.7202-3(a), as applicable. This Agreement supersedes any contrary terms or conditions, including, without limitation, any noncommercial computer software FAR, DFARS, or other FAR agency supplemental clauses contained in any purchase order, statement of work, contract, or other document. If any provision of this Agreement is unacceptable to the government, Altair may be contacted at Altair Engineering, Inc., 1820 E. Big Beaver Road, Troy, MI 48083-2031; telephone (248) 614-2400. If any provision of this Agreement violates applicable federal law or does not meet the government’s actual, minimum needs, the Licensee agrees to return the Products for a full refund.

15. EXPORT LAWS: None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. By downloading or using the Software, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list. In addition, Licensee agrees to comply with all relevant export laws and regulations of the United States and any local laws in Licensee’s jurisdiction that may impact Licensee’s right to import, export or use the Software, and represents that Licensee has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

16. REMEDIES: Licensee acknowledges the uniqueness of the Software and agrees that a breach of this License Agreement by Licensee could cause Altair irreparable harm for which money damages may not be adequate, and that Altair shall therefore be entitled to obtain, in addition to any other rights of recovery Altair may be entitled to pursue at law or in equity, timely injunctive relief to protect Altair’s rights under this License Agreement without the necessity of posting a bond. Any such relief will be in addition to and not in

17. U.S. FOREIGN CORRUPT PRACTICES ACT; ANTI-BRIBERY AND CORRUPTION: The parties agree to comply with, and not to perform any act that would subject the other party to sanctions under the U.S. Foreign Corrupt Practices Act and/or all applicable international anti-bribery and corruption laws, regulations, and orders. In particular, the parties agree that in connection with, or in the performance of this License Agreement, a party will not make or promise to make any payment (whether in currency, property or other thing of value) to any third person, firm or entity (including, without limitation, any government official or representative) for the purpose of obtaining or retaining business. Each party agrees that it does not desire and will not request any service or action by the other party that would or might constitute a violation of the Foreign Corrupt Practices Act and/or any applicable international anti-bribery and corruption laws, regulations and orders, including but not limited to the UK Bribery Act.

18. GENERAL: The terms, representations, warranties and agreements of the parties set forth in this License Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party. This License Agreement and any Quote may be executed in two or more counterparts and by PDF, each of which shall be deemed to be an original for all purposes hereof. Notice under this License Agreement shall be in writing and may be by overnight mail, in person, or by electronic mail and shall be deemed served when delivered.

19. PROFESSIONAL SERVICES: Altair may make available to Licensee project management, consulting, training and implementation services (collectively, “Professional Services”) as indicated in an Quote or as otherwise mutually agreed. Such Professional Services are available to assist Licensee, under Licensee’s direction and at Licensee’s responsibility, in the implementation of the Software or in various post-implementation projects or tasks that may occur from time to time. Professional Services shall be made available at Altair’s prevailing rates. If Professional Services are included in the Quote, Altair shall make commercially reasonable efforts to schedule such Professional Services in accordance with Licensee’s request. When Altair does schedule an appointment (“Appointment”) for the commencement of one or more such Professional Services and Licensee, at Licensee’s own volition for whatever reason, postpone or cancel such Appointment within five working days of the Appointment date, Altair may, at its discretion, invoke a charge for breaking



breaks an Appointment between six and ten working days prior to such an Appointment, Altair may, at its discretion, invoke a penalty charge of 50% of the billing charge for such services which would have commenced at the time of the Appointment. Consultancy and training days ordered must be scheduled to be performed within three months of the date of order or they will be invoiced and must be paid for as if they have been performed by Altair; such days invoiced and paid for will remain available to be used for a further three months, after which they will lapse. For each training day provided by Altair, Altair will provide up to six sets of Documentation for Licensee's internal training purposes at no additional charge. Licensee may not make copies of the Documentation. Additional sets of Documentation may be provided to Licensee at a reasonable additional cost.

Revised September 2022

Stay Connected

Ready to move forward? You've come to the right place. Sign up and start exploring the latest discoveries from Altair.

Email Address

Submit

Altair and our resellers need your email address to contact you about our products and services. You may unsubscribe from these communications at any time. For information on how to unsubscribe, as well as our privacy practices and commitment to protecting your privacy, check out our [Privacy Policy](#).

Resources

[Customer Stories](#)

[Webinars](#)

[Featured Articles](#)

[Downloads](#)

[Documentation](#)



Startup Program

Academic Program

View All Resources

Products

Data Analytics & AI

Electromagnetics

Electronic System Design

Fluids & Thermal

HPC & Cloud

Industrial Design Applications

Internet of Things

Manufacturability

Multiphysics

Structural Analysis

Structural Engineering - AEC

Systems Modeling

View Our Products

About Us

Company

Locations

Careers

Sustainability

Partners

Investors

