

CLICKWRAP SOFTWARE LICENSE AGREEMENT

Version May 2, 2016

IF LICENSEE HAS PREVIOUSLY AGREED IN WRITING TO A SOFTWARE LICENSE AGREEMENT WITH LICENSOR THAT SPECIFICALLY GOVERNS USE OF THE PROGRAM(S), SUCH SOFTWARE LICENSE AGREEMENT SUPERSEDES AND REPLACES THIS CLICKWRAP SOFTWARE LICENSE AGREEMENT, AND THIS CLICKWRAP SOFTWARE LICENSE AGREEMENT IS VOID.

If you have a previous written software license agreement as described in the preceding paragraph, you may proceed with installation by clicking the "I AGREE" button (or the button below otherwise indicating your agreement to the terms).

If you require a printed version of this Clickwrap Software License Agreement prior to accepting these terms and conditions, please print this Clickwrap Software License Agreement and click "I DO NOT AGREE" (or the button below otherwise indicating that you do not accept the terms) and go to LICENSE.TXT in the installation to retrieve and print this Clickwrap Software License Agreement.

READ THIS CLICKWRAP SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE PROCEEDING. THIS IS A LEGALLY BINDING CONTRACT BETWEEN LICENSEE AND LICENSOR FOR LICENSEE TO USE THE PROGRAM(S), AND IT INCLUDES DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY.

BY CLICKING THE "I AGREE" BUTTON LICENSEE'S AUTHORIZED REPRESENTATIVE LEGALLY BINDS LICENSEE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

IF LICENSEE DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CLICK THE "I DO NOT AGREE" BUTTON INDICATING NON-ACCEPTANCE, PROMPTLY REMOVE THE PROGRAM(S) FROM LICENSEE'S COMPUTER(S) AND RETURN THE SOFTWARE AND ALL RELATED DISKS AND DOCUMENTATION WITHIN THIRTY (30) DAYS TO LICENSOR, OR ITS AUTHORIZED CHANNEL PARTNER FROM WHOM LICENSEE OBTAINED THE PROGRAM(S), AND LICENSEE WILL RECEIVE A FULL REFUND.

I. DEFINITIONS

- A. "Affiliate" of a company means any person or other entity directly or indirectly controlling, controlled by, or under common control of such company.
- B. "ASC" means the Support Coordinator and is that person who, by virtue of experience and training, will be appointed by Licensee as Licensee's representative and liaison with Licensor or the Channel Partner.
- C. "Channel Partner" means Licensor's Affiliates or persons or other business entities that are authorized by Licensor to distribute, support, or both distribute and support Program(s). Any Customer Support obligations of Licensor under this Agreement may be delegated to a Channel Partner at Licensor's discretion.
- D. "Class3 Error" means an error which allows the program execution to complete and yield results that may be wrong but not easily identifiable as incorrect.
- E. "Contract User(s)" means an individual or entity, not a regular employee of Licensee, who is engaged to perform Licensee's internal data processing services.
- F. "Designated Network" means the local area network identified per the License Key, or, if the Program(s) are not controlled by a License Key, the local area network/computer on which Licensee intends to install the Program(s) as initially identified by Licensee to Licensor or Channel Partner.
- G. "Designated Site" means Licensee's physical location where use of the Program(s) is authorized by Licensor.
- H. "Effective Date of Program(s)" means the date specified in the License Key as the date access to the Program(s) begins. If there is no License Key, then "Effective Date of Program(s)" means the date on which the Program(s) were first installed by Licensee.
- I. "LAN" means the Designated Network; provided, however, that in order to qualify as a LAN, such Designated Network must be a local area network which is accessed and used only at the Designated Site or from Licensee's facilities within a 25-mile (40-km) radius of the Designated Site and within the same country as the Designated Site.
- J. "Lease License" means a license which has a License Term commencing on the Effective Date of Program(s) and limited in duration for a specified period of time as set forth in a License Key or, for Program(s) not containing a License Key, for the lesser of one (1) year or the Program(s)' built-in expiration date, and which may renew pursuant to Section 3 below.
- K. "License Key" means a software licensing management and security tool or other device that Licensor may use to allow Licensee access to the Program(s) and which may have an expiration date.
- L. "License Term" means the period of time during which Licensee is authorized to use Program(s) in accordance with the applicable license grant.

M. "License Type" means the type of the license granted for use of the Program(s). Unless otherwise indicated in writing by Licensor, the License Type will be deemed to be a LAN.

N. "Licensee" means the person or entity entering into this Agreement through its authorized representative by clicking the "I AGREE" button and who is authorized by Licensor to use the Program(s), including Licensee's Affiliates.

O. "Licensor" means ANSYS, Inc.

P. "Paid-Up License" means a license for a Program(s) which has a License Term commencing on the Effective Date of Program(s) and continuing in perpetuity, unless earlier terminated in accordance with the terms of this Agreement. Only Program(s) containing a License Key with no expiration date will have a "Paid-Up License" License Term.

Q. "Program(s)" means the software programs being installed pursuant to this Agreement and as identified in the License Key, if applicable, including any accompanying documentation and any Technical Enhancements to such software programs.

R. "TECS" or "Technical Enhancements and Customer Support" means the services described in Section 9(a) below, which will be provided to Licensee at Licensor's sole option and upon payment of any applicable fees.

2. GRANT

(a) Subject to Licensee's continued compliance with the terms and conditions of this Agreement, upon Licensee's clicking the "I AGREE" button, Licensor grants to Licensee a nonassignable, nonexclusive, nontransferable right and license, without the right to grant sublicenses, to use each Program(s) authorized hereunder for the number of simultaneous tasks identified in the License Key or otherwise authorized by Licensor, for the License Term and within the scope of the License Type. Except as set forth in Section 9(c), all changes of the Designated Network are permitted only with the prior written consent of Licensor and payment of any administration fees. Nothing contained herein will be deemed to convey to Licensee any title, ownership, copyright or any other intellectual property rights in or related to Program(s), and Licensor reserves all rights in and to the Program(s) which are not expressly granted in writing by Licensor to Licensee. Licensee will not permit the use of the Program(s) by persons other than its employees and its Contract Users. Licensee is responsible for ensuring that the Contract Users (i) use the Program(s) only to perform internal data processing services for Licensee and (ii) agree to and comply with the terms of this Agreement. Licensee is responsible for the use of the Program(s) by all Contract Users. Licensee will use the Program(s) only for Licensee's own internal data processing purposes and will not make all or any part of any Program(s) available to any third person other than Contract Users, including without limitation providing data processing services, serving as an application service provider, or providing batch processing services. Licensee's use of each Program(s) will be

restricted to the Designated Site. Licensee's license for the use of the Program(s) is further limited as follows.

(i) Evaluation License: If, in Licensor's sole discretion given the totality of the circumstances surrounding Licensee's provision of the Program(s), Licensee has obtained the Program(s) for evaluation purposes ("Evaluation License"), then Licensee will only use the Program(s) for the purpose of internal demonstration and evaluation, and not for production or commercial purposes, in order to determine whether Licensee desires to purchase a license for the Program(s).

(ii) Educational License: If, in Licensor's sole discretion given the totality of the circumstances surrounding Licensee's provision of the Program(s), Licensee is licensing the Program(s) for educational purposes ("Educational License"), then Licensee will not use or permit the use of the Program(s) for commercial purposes, including but not limited to consulting, and will only use the Programs for: student instruction; student projects; student demonstrations; and research projects that will be non-proprietary. Where Licensee is using the Program(s) for research projects, Licensee will submit a Case Study at least one month prior to the end of the License Term. The Case Study will be in English, contain a title and an abstract, and include: (1) the purpose of the study; (2) the approach used to conduct the study; (3) the results obtained; (4) the conclusion as to the results obtained versus the objective of the study; (5) how the Program(s) contributed to the study; (6) three color graphics of the model and meshes; and (7) the Program(s) input files or session log file. Large files should be submitted on a CD ROM.

(iii) Warranties for Evaluation and Educational Licenses: For Evaluation and Educational Licenses, the Program(s) IS PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR AND THE CHANNEL PARTNER AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES AND SUPPLIERS DISCLAIM ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PROGRAM(S) OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (whether or not Licensor or the Channel Partner and their respective Affiliates and suppliers know, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. Section 6 of this Agreement does not apply to Evaluation and Educational Licenses.

(b) CERTAIN PROGRAMS CONTAIN LICENSE KEYS OR AN EXPIRATION DATE BUILT INTO THE PROGRAM(S) WHICH MAY LIMIT THEIR USE AND REQUIRE LICENSEE TO OBTAIN FROM LICENSOR EXTENSION KEYS OR ADDITIONAL LICENSE KEYS FROM TIME TO TIME OR TO REINSTALL THE PROGRAM(S).

(c) Licensor will provide Licensee access to the Program(s) via a License Key or via some other method provided by the Licensor. Licensee will be responsible for installation of the Program(s). Licensee may make copies of the Program(s) only as are necessary for Licensee's back-up or archival purposes of such Program(s). The license granted to Licensee by reason of this Section 2 applies to all copies of the Program(s). In no event will Licensee remove or modify any copyright notices or other proprietary

markings contained within the Program(s) and will ensure that such notices are reproduced within all copies of the Program(s).

(d) Licensee will not modify the License Key provided with the Program(s) in any way. Except as expressly permitted by this Section 2(d) or as required to be permitted by local law, Licensee will not (and will not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Program(s) or translate the whole or any part of the Program(s) into another language. To the extent that local law expressly grants or requires Licensor to grant Licensee the right to decompile the Program(s) in order to obtain the information necessary to render the Program(s) interoperable with other computer programs used or to be created by Licensee, Licensor will make such information available to Licensee and Licensee will not decompile (or attempt to do so) the Program(s) without first requesting such information from Licensor. Licensor will have the right to impose reasonable conditions (such as the imposition of a reasonable fee) for making the information available. In order to ensure that Licensee receives the appropriate information, Licensee must first give Licensor sufficient details of Licensee's objectives and other software concerned. All requests for the appropriate information will be given by notice to be delivered in accordance with the terms of this Agreement. Licensee may not distribute the Program(s) (the whole or any part) to any third party (excluding Contract Users) or link or compile the Program(s) to or with any third party software without Licensor's prior written permission, which consent Licensor may grant or withhold in its sole discretion.

(e) Licensee acknowledges and agrees that the Program(s), excluding the SCADE family of products, are subject to U.S. laws governing the export and/or re-export of Program(s) including, but not limited to, the Export Administration Regulations, regulations promulgating financial transaction restrictions administered by the Office of Foreign Asset Controls of the U.S. Department of the Treasury, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder and that the SCADE family of products are subject to French and European law governing the export and/or re-export of such Program(s) (collectively the "Export Laws"). Licensee warrants that it is and will remain in compliance with all such Export Laws with respect to the Program(s), and acknowledges that Export Laws may change over time. Licensee additionally warrants that it has not been, and is not currently, debarred, suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, Licensee hereby gives assurance that unless notice is given to Licensor, and prior authorization is obtained as required by the Export Laws, Licensee will not knowingly re-export, directly or indirectly, any Programs or any technical data transferred by Licensor to Licensee to any destination or person or entity in violation of the Export Laws or this Agreement.

(f) If applicable, for Licensees that are U.S. Government entities, except as specifically granted by this Agreement, use, duplication, or disclosure by the United States Government is subject to restrictions stated in this Agreement and FAR 12.212 (for non-Department of Defense licenses).

(g) With respect to the SCADE family of products Licensor may provide source code for certain components of such Program(s), which shall be treated as Program Confidential Information under Section 5. In addition to the terms set forth in this Agreement, such source code shall also be subject to the additional provisions respecting such source code specifically as set forth at <http://www.esterel-technologies.com/licensing>.

3. TERM AND TERMINATION

(a) Lease Licenses are non-cancelable by Licensee, will commence on the Effective Date of the Program(s), and, at the end of the License Term, will automatically renew at the then-current renewal fees for a term equal to the duration of the immediately preceding License Term (provided that the License Term may be extended or shortened by mutual agreement in any given renewal term in order to make the term coterminous with the term of other Lease Licenses or the TECS for Paid-Up Licenses licensed by Licensee) unless Licensee, Channel Partner, or Licensor gives prior written notice of their intent not to renew the applicable Lease License prior to the end of the then-current License Term. Notice to not renew shall be deemed given by Licensee if Licensee does not issue a purchase order to Licensor or the Channel Partner for the Lease Licenses prior to the expiration of the then-current License Term. Notice to not renew shall be deemed given by Licensor or the Channel Partner, except as otherwise expressly indicated, in the event that Licensor or Channel Partner does not provide a renewal quotation or follow-on proposal for the Lease Licenses prior to the expiration of the then-current License Term. Licensor may terminate the Lease Licenses in the event that Licensee fails to pay the then-current renewal fees to the Channel Partner or Licensor, as applicable, by the due date for such payment. In the event a Lease License is terminated prior to the end of the term, no refund will be due to Licensee for any portion of the prepaid Lease License fee.

(b) The license for a Paid-up License will commence on the Effective Date of Program(s) and will be perpetual unless terminated as provided in Sections 3(c) below.

(c) Licensor may immediately terminate this Agreement and any Program(s) licenses covered by this Agreement upon any of the following: (i) Licensee materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of notice of such breach from Licensor or Channel Partner, provided that Licensor may terminate this Agreement and any Program(s) licenses for any material breach by Licensee that is not capable of being cured; (ii) Licensee ceases to do business for any reason; (iii) Licensee has a receiver or administrator appointed over all or part of its assets; (iv) Licensee becomes subject to any bankruptcy, insolvency, reorganization, liquidation or other similar proceedings, which proceedings are not dismissed within fifteen (15) days thereafter; (v) the transfer of a majority of Licensee's assets or outstanding voting securities (including, without limitation, by way of merger of Licensee with or into any other person or entity), or the sale of Licensee's business, or any other transaction or series of related transactions in which the security holders of Licensee immediately prior to such transaction(s) do not hold at least a majority of the outstanding voting securities of Licensee immediately after the transaction(s); or (vi) any other attempted assignment of this Agreement by Licensee without prior written approval by Licensor.

(d) If the Agreement is terminated, no refund will be due to Licensee and Licensee will immediately uninstall the Program(s) from the computer(s) on which it is installed and will certify to Licenser in writing that the Program(s) is uninstalled and all copies thereof have either been destroyed or returned to Licenser or the Channel Partner. Licensee will immediately return to Licenser or the Channel Partner any Program Confidential Information and Licenser's Other Confidential Information, which terms are defined in Section 5.

4. PAYMENT

For sales of licenses of the Program(s) and/or TECS to Licensee directly by Licenser or its Affiliates or for sales of licenses of the Program(s) and/or TECS by a non-Affiliated Channel Partner in which Licenser has requested payment be made directly to Licenser or its Affiliates ("Directed Payments"), Licensee agrees to pay the applicable fees within thirty (30) days of receipt of an invoice for such fees from Licenser or its Affiliates. In the event that Licensee does not pay within such time period, Licenser or its Affiliates (as applicable) additionally may charge Licensee interest in an amount equal to 1.5% per month of the unpaid balance. For sales of licenses of the Program(s) and/or TECS to Licensee by non-Affiliated Channel Partners other than Licenser's Affiliates, payments other than Directed Payments made by Licensee under this Agreement will be paid to the Channel Partner within the time agreed between the Channel Partner and Licensee. If such period is not specified, then the payment terms shall be consistent with the payment terms set forth above for payments to Licenser and its Affiliates. Fees are exclusive of all value added taxes, sales taxes, use taxes, and the like. Licensee will pay all taxes associated with the Program(s), exclusive of any tax based on the income of Licenser or the Channel Partner. If claiming a tax exemption, Licensee must provide a valid tax exemption certificate.

5. CONFIDENTIAL INFORMATION

(a) Licensee hereby acknowledges that the Program(s) embodies confidential and proprietary information, including trade secrets, owned by Licenser or its Affiliates or suppliers (the "Program Confidential Information").

(b) Excluding the Program(s) and the Program Confidential Information, the parties agree that any other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and which is identified in writing as confidential or proprietary ("Other Confidential Information") and, together with the Program Confidential Information, ("Confidential Information") will remain the property of the Disclosing Party. If initially disclosed orally or visually, Other Confidential Information must be identified as confidential at the time of disclosure and a written summary thereof, also marked with such a legend, must be provided to the Receiving Party within 15 days of the initial disclosure. Notwithstanding the foregoing to the contrary, reports and/or information related to or regarding Licenser's or its Affiliates', suppliers', or Channel Partner's business plans, strategies, technology, research and development, current and prospective customers, billing records,

and products or services will be deemed Confidential Information even if not so marked or identified. The Receiving Party will use the same degree of care, but not less than reasonable care, to protect the confidentiality of the Disclosing Party's Confidential Information as it uses to protect its own similar confidential and proprietary information. The Receiving Party agrees that it will not (i) use the Disclosing Party's Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees, Affiliates, Channel Partners and consultants who are required to have access to such Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) professional advisers; provided that such employees, Affiliates, consultants, Channel Partners and professional advisers are bound by written agreements or, in the case of professional advisers, ethical duties, respecting such Confidential Information in accordance with the terms of this Section 5. Notwithstanding anything to the contrary contained herein, Licensee agrees that Licensor may disclose Licensee's Confidential Information to Licensor's third party software suppliers solely for the purposes of providing Customer Support for the Program(s) and solely as such issues relate to such third party software suppliers' components within the Program(s), provided that any such disclosures are subject to terms and conditions at least as restrictive as those set forth in this Section 5.

(c) The obligations of Section 5(b) will not extend to any information which:

(i) was lawfully known to Receiving Party prior to receipt from the disclosing party; or

(ii) enters the public domain in general through no wrongful act or breach of this Agreement by Receiving Party; or

(iii) is received by Receiving Party from a third party having a legal right to disclose such information; or,

(iv) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

(v) is required by law, regulation or court order to be disclosed, so long as the Receiving Party notifies the Disclosing Party in writing prior to disclosing the Confidential Information so that the Disclosing Party has an opportunity to seek a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy or in defining the scope of any required disclosure.

(d) Receiving Party has the burden of proving the exceptions in section 5(c) above.

(e) The obligations of the parties with regard to Other Confidential Information will survive for a period of three (3) years from the date of the first disclosure of such Other Confidential Information.

(f) If the parties have separately entered into a confidentiality agreement regarding the exchange of Other Confidential Information in connection with this Agreement, then the terms of that separate confidentiality agreement will govern the disclosure and use of Other Confidential Information between

the parties and not this Section 5. Any existing confidentiality agreements between the parties will remain in full force and effect and will not be varied by the terms of this Section 5.

6. WARRANTIES; LIMITATION OF REMEDY

(a) Excluding Evaluation and Educational Licenses, the warranty for which is as set forth in Section 2(a)(iii), Licensors warrants to Licensee that the Program(s) will perform in all material respects as specified in Licensors most current user's manual(s) ("Manual") applicable to the Program(s) for ninety (90) days from the Effective Date of Program(s) and for the period of time during which Licensee is entitled to receive TECS for a Program(s). The warranty provided in this Section 6 will only apply to the two (2) most current releases of the Program(s) provided to Licensee. This warranty will not apply if Licensors has notified Licensee in writing that Licensors no longer supports the operating system version on which such Program(s) is licensed.

(b) Licensors, its Affiliates, the Channel Partner and suppliers do not warrant the accuracy or the applicability of the results obtained from the use of the Program(s) or the Manual. No other documents or oral conversations, statements or representations will be offered by Licensee as evidence to explain, expand, alter, add to or invalidate the express warranties set forth above.

(c) The warranties set forth herein are the sole warranties provided to Licensee and extend only to Licensee itself. Licensors will not be responsible for any breach of warranty caused by (i) modifications (or attempted modifications) to the Program(s) made by or on behalf of Licensee, whether authorized or unauthorized, or (ii) any combination of the Program(s) with any other software, or (iii) any use of the Program(s) other than on the Designated Network, or (iv) use of other than the most-current release of the Program(s) and Manual.

(d) THE EXPRESS WARRANTY SET FORTH IN SECTION 6(a) OF THIS AGREEMENT IS IN LIEU OF, AND LICENSORS, ITS AFFILIATES, CHANNEL PARTNERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PROGRAM(S) OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (whether or not Licensors, its Affiliates, Channel Partners and/or suppliers know, have reason to know, have been advised, or are otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, Licensors, its Affiliates, Channel Partners and suppliers expressly disclaim any warranty or representation to any person other than Licensee with respect to the Program(s) or any part thereof.

(e) In the event that Program(s) fails to perform in all material respects as warranted in this Agreement, Licensors's sole obligation to Licensee will be, at Licensors's option, to:

(i) Provide a correction or work-around to correct the breach; or

- (ii) Modify the Program(s) to conform substantially to the Manual; or
- (iii) If the Manual is in error, modify the Manual to accurately reflect the Program(s)'s intended functionality and actual operation; or
- (iv) Terminate the license for that Program(s) and/or this Agreement and require Licensee to return the Program(s) to Licenser, in which event Licenser will refund to Licensee a pro-rata portion of the amounts paid for such Program(s). For a Paid-Up License, such pro-rata calculation will be based on straight-line depreciation over a 36-month period following the applicable delivery date.
- (f) LICENSEE'S REMEDIES AS SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES TO WHICH LICENSEE IS ENTITLED.
- (g) No oral conversations, statements, representations, or other documents, excluding a separately signed agreement between Licenser and Licensee, will be offered by Licensee as evidence to explain, expand, alter, add to or invalidate the above.

7. INDEMNIFICATION

- (a) Licenser will defend at its expense any claim, suit or proceeding (each, a "Claim") brought against Licensee by any third party to the extent such Claim asserts that the Program(s) infringes or conflicts with any rights of such third party under copyright laws of any country that is a signatory to the Berne Convention, any trademark issued under the laws of the United States, any State of the United States or any member state of the European Union or any trade secret laws of the United States, any State of the United States or any member state of the European Union, and Licenser will pay all costs and damages finally awarded against Licensee by a court of competent jurisdiction or any settlement amounts finally agreed to by Licenser as a result of any such Claim; provided, however, that Licensee (i) promptly notifies Licenser in writing of such Claim; (ii) promptly gives Licenser the right to control and direct the investigation, preparation, defense and settlement of such Claim, with counsel of Licenser's own choosing (provided that Licensee will have the right to reasonably participate, at its own expense, in the defense of any such Claim); and (iii) gives assistance and full cooperation for the defense of same. If a Program(s) is, or in Licenser's opinion, might be held to infringe as set forth above, Licenser may, at its option, (i) replace or modify the Program(s) so as to avoid infringement, (ii) procure the right for Licensee to continue the use of the Program(s), or (iii) terminate any licenses to the Program(s) and/or this Agreement and require Licensee to return the Program(s) to Licenser, in which event Licenser will refund to Licensee a pro rata portion of the amounts paid for such Program(s). For a Paid-Up License, such pro rata calculation will be based on straight-line depreciation over a 36-month period following the applicable delivery date.
- (b) The foregoing indemnity will not apply to any Claim based upon or arising from (i) use of the Program(s) in a manner for which it was not designed or not in accordance with the Manual, (ii) use of the Program(s), when use of a subsequent software release which Licenser has made commercially

available would have avoided such infringement; or (iii) Licensee's continued use of the Program(s) subsequent to receipt of notice of any claimed infringement. This Section 7 represents the sole and exclusive remedy of Licensee and the entire liability and obligation of Licensor with respect to infringement or claims of infringement or misappropriation of any intellectual property right (including any trade secret) by Licensor or by its operation, use or receipt of the Program(s).

8. LIMITATION OF LIABILITY AND INDEMNITY

(a) SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ITS AFFILIATES, CHANNEL PARTNERS AND SUPPLIERS WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES. Except for Licensor's indemnification obligations set forth in Section 7(a) of this Agreement and for Licensor's material breach of Section 5, in no event will Licensor's, its Affiliates', Channel Partners' and suppliers' aggregate liability to Licensee exceed the greater of: (i) the fees paid by Licensee under the Agreement or (ii) 5,000.00 U.S. Dollars. Licensee acknowledges that given all the circumstances, the limits on Licensor's liability are reasonable because of (amongst other matters) the likelihood that without those limitations the amount of damages awardable to Licensee for a breach by Licensor or Channel Partner of this Agreement may be disproportionately greater than the license fees paid or payable for the Program(s). For the avoidance of doubt, Licensee is entirely responsible for keeping full back up copies of its software, data and database configurations in accordance with best industry practice. The foregoing limitations of liability apply regardless of whether or not the parties have been advised of the likelihood of such damages or losses and regardless of the theory of liability.

(b) Each of Licensor's, its Affiliates', Channel Partners' and suppliers' employees, agents, and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in this Section 8 in that person's own name and for that person's own benefit, as if the words "and their employees, agents, sub-contractors, and suppliers" followed the words "Licensor, its Affiliates, Channel Partners and suppliers" wherever it appears in this Section 8.

(c) Notwithstanding anything to the contrary in this Agreement, neither party limits its liability (if any) to the other party for any matter which it would be illegal for that party to exclude or to attempt to exclude its liability, but nothing in this clause confers any right or remedy upon the other party to which it would not otherwise be entitled.

(d) The Program(s) is a mathematical analysis tool intended to assist Licensee in Licensee's development and design processes and requires considerable skill and judgment for its correct use and for the interpretation of the computed results. The Program(s) is not intended to be nor is it a substitute for rigorous and comprehensive prototype or other testing by Licensee of products prior to production and sale. Licensee agrees to defend, indemnify and hold Licensor, its Affiliates, Channel Partners, and suppliers, along with its and their officers, directors, employees and agents (collectively, the "Indemnified Parties") harmless from and against all losses, damages, liability (including from the Indemnified Parties' negligence with respect to the Program(s) and support thereof) incurred by such

Indemnified Parties (including reasonably attorneys' fees) as a result of Licensee's use of the Program(s); provided, however that such indemnification obligations will not extend to (i) claims for which Licensor is required to indemnify Licensee under Section 7, or (ii) claims for Licensor's breach of Section 5 or (iii) claims arising out of Licensor's willful misconduct.

9. TECHNICAL ENHANCEMENTS AND CUSTOMER SUPPORT (TECS)

(a) TECS will consist of (i) reasonable telephone, e-mail or web-based support respecting the use of the Program(s) ("Customer Support"); and (ii) Program releases or corrections provided by Licensor without additional charge to TECS customers generally ("Technical Enhancements"). Customer Support will be provided solely to the ASC. The ASC will provide first-level support to all of Licensee's users permitted to use the Program(s) under the terms of this Agreement. Licensee may change the ASC at any time upon written notice to the Channel Partner or, if the Program(s) were not obtained from a Channel Partner, to Licensor. Customer Support will be provided by the Channel Partner unless otherwise specified by Licensor. Technical Enhancements will be provided by Licensor at such times as determined solely by Licensor. With regard to the SCADE family of products for which Licensee is current on TECS, if Licensee determines that there is a problem with such Program(s) that it cannot resolve internally, Licensee shall contact its Channel Partner, Affiliate or Licensor, as applicable. At that time, Licensee will contact the Channel Partner and/or Affiliate and/or Licensor, as applicable, to inform it of the problem report ("PR") and will work with the Channel Partner, Affiliate and/or Licensor, as applicable, to help reproduce the problem. From the date on which Licensee and the Channel Partner, Affiliate or Licensor, as applicable, are able to reproduce the problem, the Channel Partner, Affiliate and/or Licensor, as applicable, shall use reasonable commercial efforts to attain an average time to resolution for a PR as follows: (i) within ten (10) working days for all Severity One PRs; and (ii) within thirty (30) calendar days for all Severity Two PRs. A "Severity One PR" is a reported problem with the Program such that the Licensee is unable to use the Program that results in a stoppage of all of Licensee's design or production progress for which such Program(s) are used. A "Severity Two PR" is a reported problem with the Program such that the Licensee cannot use some portion of the Program but is able to continue to work on other aspects of design or production.

(b) During the period of time in which Licensee is entitled to receive TECS for a Program, Licensee may request three (3) replacement License Keys due to a change of the Designated Network within one year from the TECS effective date at no additional charge. Additional replacement License Key(s) or replacement License Key(s) during the period of time in which TECS is not current, may be provided in consideration for payment of Licensor's then-current administrative fee.

(c) For a Lease License, the annual TECS fee is included in the Lease License fee.

(d) For a Paid-Up License, telephone or email assistance for Program installation will be provided without charge for thirty (30) days from the Effective Date of Program(s). In consideration for payment of the then-current TECS fees, TECS for a Paid-Up License will be provided by the Channel Partner or Licensor. TECS will automatically renew at the then-current renewal fees for a renewal term equal to

the duration of the immediately preceding term unless Licensee, Channel Partner, or Licenser gives prior written notice of its intent to terminate TECS no later than 30 days prior to the end of the TECS term. TECS will terminate automatically upon Licensee's failure to: (i) deliver a valid purchase order or (2) pay the then-current TECS renewal fees to Channel Partner or Licenser. In the event TECS is terminated prior to the end of the term, no refund will be due to Licensee for any portion of the prepaid TECS fee.

(e) Licenser and the Channel Partner will have no obligation to provide TECS: (i) for other than the two most recent commercially available releases of each Program(s); (ii) for any Program(s) that have been altered, damaged or modified by Licensee or on Licensee's behalf; (iii) for any applications, models or other customizations provided by Licenser or Channel Partner as part of a consulting services engagement; or (iv) for any problems caused by Licensee's negligence or use of the Program(s) other than in accordance with the Manual and this Agreement.

(f) Licenser may, from time to time, post notices of Class3 Errors in Program(s) on its Customer Portal website (currently at <http://www1.ansys.com/customer/>) or in such other manner as Licenser may decide in its sole discretion upon providing notice on the Customer Portal website. The ASC will promptly notify all of Licensee's users of the Program(s) of Class3 Errors in the Program(s).

(g) In the event that TECS are discontinued by Licensee and the Licensee later wishes to reinstate TECS, reinstatement may be permitted by Licenser in its sole discretion and, in addition to the applicable TECS fee, a fee will be charged by Licenser for reinstatement in an amount to be determined by Licenser that is no less than the total fees that would have been payable had TECS remained in effect during the period in which it was discontinued.

10. MISCELLANEOUS

(a) All notices required in this Agreement will be given in writing to all parties and delivered by registered mail or another established delivery service (such as UPS or FedEx), or mutually agreed equivalent. Notices will be effective when received as indicated on the registered mail or other delivery receipt. All notices will be given by Licensee to Licenser at the following address: ANSYS, Inc., Legal Department, 2600 ANSYS Drive, Canonsburg, PA 15317. All notices will be given by Licenser to Licensee at any location where Licensee conducts business, unless Licensee has previously notified Licenser of a specific address for notices.

(b) Licensee will not assign this Agreement to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Licenser. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees.

(c) The provisions of Sections 2(d), 2(e), 3(d), 4, 5, 6(e), 6(f), 7, 8 and 10 will survive termination of this Agreement.

(d) The rights and obligations of the parties hereto will be governed by the substantive law of the Commonwealth of Pennsylvania, excluding the United Nations Convention on the International Sale of Goods and choice of law provisions. If Pennsylvania law is not held to apply to this Agreement for any reason, then in jurisdictions where warranties, guaranties, representations or and/or conditions of any type may not be disclaimed, any such warranty, guaranty, representation and/or warranty is hereby limited to the thirty (30) days or the shortest period allowed by law, whichever is greater.

(e) The parties hereto consent to the venue and jurisdiction of the federal and state courts maintaining jurisdiction over Washington County, Pennsylvania for purposes of any legal proceedings arising under or relating to this Agreement.

(f) If any provision of this Agreement will be invalid, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of this Agreement.

(g) Any failure of any party to enforce any of the provisions of this Agreement will not be construed as a waiver of such right of the party thereafter to enforce each and every such provision.

(h) The parties have required that this Agreement be drawn up in English.

(i) IN THE EVENT LICENSEE HAS PREVIOUSLY AGREED IN WRITING TO A SOFTWARE LICENSE AGREEMENT WITH LICENSOR THAT SPECIFICALLY GOVERNS USE OF THE PROGRAM(S), SUCH SOFTWARE LICENSE AGREEMENT WILL SUPERSEDE AND REPLACE THIS AGREEMENT, AND THIS AGREEMENT WILL BE VOID. If Licensee has not previously agreed in writing to a software license agreement with Licensor that specifically governs use of the Program(s), then: this Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement; except as specifically provided herein, this Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of Licensor and Licensee; no purchase order or any other standardized business forms issued by Licensee will be effective to contradict, modify, or delete from the terms of this Agreement in any manner whatsoever, even if such purchase order or other standardized business form provides that it takes precedence over any other agreement between the parties; and, any acknowledgment, written or oral, of any such purchase order or standardized business form is not recognized as a subsequent writing and will not act as acceptance of such terms.

11. ADDITIONAL PROVISIONS FOR ANSYS ENGINEERING KNOWLEDGE MANAGER ("EKM") PROGRAM(S)

(a) In addition to the foregoing terms herein, the additional terms set forth in this Section 11 will apply to Licensee's use of EKM Program(s).

(b) Notwithstanding any terms herein to the contrary and subject to U.S. Export laws and regulations, Licensee may access the EKM Program(s) from any Licensee or Licensee Affiliate location worldwide.

(c) In order to make the EKM Program(s) functional, Licensee needs to have a web application server and a relational database. For Licensee's convenience, Licensor may provide certain open source applications (e.g. an open source web application server and/or an open source relational database and/or an open source graph visualization software("Open Source Application(s)")) along with the EKM Program. Licensee may use these Open Source Application(s) solely under the terms and conditions of the specific license under which the Open Source Application is distributed. Source code for any such Open Source Application that the licensor of such Open Source Application has made available for use by and disclosure to end users may be obtained by contacting Licensor at ekm.open.source@ansys.com. ANY SUCH OPEN SOURCE APPLICATION IS DISTRIBUTED SOLELY IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY EXPRESSED OR IMPLIED WARRANTY; INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF SUCH OPEN SOURCE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ACCORDINGLY, THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 7 SHALL NOT APPLY TO SUCH OPEN SOURCE APPLICATION.

12. Code Armour Software. Licensee is aware that Licensor may embed the Program(s) with V.i.Labs Code Armor Intelligence Software ("Code Armor Software") that may report information to both V.i. Labs and Licensor relating to unique user and network identification with respect to the use of the Program(s) (including, but not limited to, user names, e-mail addresses, IP addresses and the domains from which the use of the Software originated (collectively "User and Network Information")). Neither V.i. Labs nor Licensor will disclose any personally identifiable information to any third party (excluding its legal advisors in the event of litigation regarding the same). Licensor and V.i. Labs only collect such information in the event that it appears to the Code Armor Software that modifications to certain code files of the Program(s) have been made or it appears to the Code Armor Software that the Program(s) are being accessed by a License Key that was not authorized by Licensor.

13. Data Analytics. Licensee is aware that as part of Licensor's Program(s) improvement program Licensor may obtain feedback from the Program(s) regarding a summary of the hardware profile and operating system of Licensee's users, internal errors that are arising with respect to the Program(s) and a summary of the regions of functionality of the Program(s) that Licensee is using. Licensor does not anticipate receiving any personally identifiable information in connection with the Program improvement program and would not disclose any such information to any third party in the event that it did receive such information.