

Last updated: October 1, 2018

ALTAIR SMARTWORKS SERVICE TERMS

IF CUSTOMER DOES NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE ALTAIR SMARTWORKS. BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE OR SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON ALTAIR SMARTWORKS' WEBSITE AT <https://www.altairsmartworks.com/> (AS MAY BE RELOCATED BY ALTAIR FROM TIME TO TIME). IN THE EVENT CUSTOMER IS REDIRECTED TO ALTAIR SMARTWORKS' WEBSITE, CUSTOMER AGREES THAT CUSTOMER'S USE IS SUBJECT TO ANY TERMS OF SERVICE OR PRIVACY POLICIES POSTED THEREON.

This Altair SmartWorks Service Agreement ("Agreement") is between Altair Engineering, Inc. ("Altair") or an authorized Altair distributor, reseller, or other business partner that is authorized by Altair in writing to sell the Altair SmartWorks license rights granted under this Agreement ("Reseller") and the customer (individual or entity) that has purchased (for a fee) or obtains (free of charge) a subscription to Altair SmartCore Service or Altair SmartSight ("Customer" or "you" or "your"). Altair SmartCore and/or Altair SmartSight, as applicable, may hereinafter be referred to as the "Solution". Before you may download or use the Solution, your consent to the following terms and conditions is required by clicking the "I Accept" button. If you are accepting these terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms. If you are an individual using the Solution on behalf of a corporation, partnership or other entity, then that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement on behalf of such entity and bind such entity to the terms and conditions of this Agreement. The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Solution through any online provisioning, registration or order process or (b) the effective date of the first Subscription Form referencing this Agreement. This Agreement permits the parties to enter into order forms referencing this Agreement (each, a "Subscription Form") which set forth the quantity of Permitted User(s) (as defined below) and/or Permitted Device(s), as applicable, specifies the fees payable by Customer and may contain other terms and conditions. This Agreement includes any and all attachments and referenced policies, including without limitation all Subscription Forms entered into between the parties.

From time to time, Altair may modify this Agreement. Unless otherwise specified by Altair, changes become effective for existing subscription Customers upon renewal of the then-current Subscription Term. Altair will use reasonable efforts to notify Customer of the changes through communications through the Solution, email, or other means. Customer may be required to click to accept the modified agreement before using the Solution in a renewal Subscription Term, and in any event continued use of the Solution during the renewal Subscription Term will constitute Customer's acceptance of the version of the Agreement in effect at the time the renewal Subscription Term begins.

1. Provision of Services. Altair SmartCore includes the service and products made available by Altair which enable Customer to build applications for the Internet of Things ("Altair SmartCore"). Altair SmartSight is a hosted service permitting Customer to access Altair's data visualization product ("Altair SmartSight"). Altair SmartCore and Altair SmartSight are described more fully in the then-current version of any supporting technical documentation made available to Customer by Altair ("Documentation"). The Solution is provided on a subscription basis for a set term as designated in the applicable Subscription Form as provided by Altair or a Reseller (each, a "Subscription Term"). To the extent applicable, Customer acknowledges that the cloud computing resources upon which the Solution is hosted are sourced by Altair from a third party cloud service provider, inclusive of hardware, software and platforms (a "Cloud Provider"). Additional terms shall apply to on premise deployments of the Solution and/or private cloud offerings managed by Altair.

2. License Grant and Restrictions on Use. Subject to the terms and conditions of the Agreement, Altair hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the applicable Subscription Term to access and use the Solution solely for Customer's internal purposes and pursuant to the Documentation and any restrictions designated in the applicable Subscription Form. Customer shall not: (a) rent, lease, copy, sell, provide access to or sublicense the Solution to any third party or any license or other rights thereto, in whole or in part, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Solution, except to the minimum extent expressly required by applicable law (and then only upon advance written notice to Altair), (c) modify the Solution or any Documentation, or create any derivative work from any of the foregoing, (d) remove or obscure any product identification, trademarks, proprietary, copyright or other notices contained in the Solution (including any reports or data printed via the use of the Solution), (e) incorporate the Solution into any other offering (whether software as a service or otherwise), (f) use the Solution to develop a product which is competitive with any of Altair's

or Altair's affiliates product offerings, (g) publicly disseminate information or analysis regarding the performance of the Solution, (h) link any software developed, tested or supported by Customer or third parties to the Solution or the Share Link (as defined below) (except for Customer's own proprietary software solely for Customer's internal use), (i) distribute or make the Solution available over a network where it could be used by multiple devices at the same time, or (j) use the Solution for third-party training, or to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use. Customer's access to and use of the Solution is, at all times, subject to the terms of this Agreement and the applicable terms and conditions of the service offered by the Cloud Provider ("Cloud Provider Terms"). Customer acknowledges and agrees that Customer's access to and use of the Solution shall be deemed acceptance of such Cloud Provider Terms. Cloud Provider Terms may be made available to Customer upon written request to Altair.

3. Permitted Users and Devices. Use of and access to Altair SmartCore and Altair SmartSight is permitted only by the number of users specified in the applicable Subscription Form ("Permitted Users") and/or number of devices as identified on the applicable Subscription Form ("Permitted Device"). Permitted Users create their own user IDs and passwords to access Altair SmartSight ("Credentials"). These Credentials are obtained by individual, named persons and may not be shared. Customer will ensure that all Permitted Users keep these Credentials strictly confidential. Customer is solely responsible for: (i) any and all actions taken by Permitted Users and/or any Permitted Devices connected to Altair SmartCore; and (ii) anyone using Customer's accounts and passwords. If you discover any unauthorized use of your Credentials you should immediately change your password and notify Altair's support team. Subject to the terms and conditions of this Agreement, in addition to Customer's employees, Customer may permit (a) its independent contractors and consultants who are not competitors of Altair and (b) Customer's Affiliates to serve as Permitted Users. Customer will remain responsible for compliance by each of its Permitted Users with all of the terms and conditions of this Agreement, and any use of the Solution by Permitted Users must be for the sole benefit of Customer. Use of the Solution by all: (i) Permitted Users and (ii) Permitted Device(s) in the aggregate must be within the restrictions in the applicable Subscription Form. "Affiliate" means each legal entity that is directly or indirectly controlled by Customer on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by Customer (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

4. Third-Party Code and Links. Third Party Code. The Solution may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Customer upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Altair does not warrant or endorse and does not assume and will not have any liability or responsibility to Customer or any other person for Third Party Code. Altair's Third Party Code providers, as third party beneficiaries, shall be entitled to enforce the terms of this Agreement directly against Customer as necessary to protect such Third Party Code providers' intellectual property rights. **Third Party Links.** Altair may include or recommend third party resources, materials and developers and/or links to third party websites and applications as part of, or in connection with, the Solution. Altair has no control over such sites or developers and, accordingly, you acknowledge and agree that Altair is not responsible or liable for (i) the availability of such external sites or applications; (ii) any content or other materials or performance available from such sites or applications; and (iii) for any damage or loss, directly or indirectly caused or alleged to be caused by or in connection with use of or reliance on any such content, materials or applications.

5. Customer Data. "Customer Data" means any business information or other data which Customer inputs, or provides to Altair, for inputting, into the Solution. Customer Data may also include, as applicable, data from your devices, program code (like scripts for listeners or rules), text, or files of any type. Altair does not screen Customer Data and does not review, test, confirm, approve or verify any Customer Data or the accuracy of any Customer Data. Your access to and use of the Solution or any content is at your own risk. **General.** Customer shall ensure that Customer's use of the Solution and all Customer Data is at all times compliant with Customer's own privacy policies (where applicable) and all applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Altair that Customer has sufficient rights in the Customer Data to authorize Altair to process, distribute and display the Customer Data as contemplated by this Agreement, and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. **Health Information.** Customer will not submit to the Solution any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations ("Health Information") and acknowledges that Altair is not a Business Associate (as defined under 45 CFR 160.103) and that the Solution is not HIPAA compliant. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented. Altair shall have no liability under this Agreement for Health Information, notwithstanding anything to the contrary herein. **Payment Card Data.** Customer will not submit to the Solution any payment card information. Customer acknowledges that the Solution is not compliant with the Payment Card Industry Data Security Standards. **Ownership.** As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided

to the Solution. Subject to the terms of this Agreement, Customer hereby grants to Altair a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display (including publicly), modify and create derivative works of the Customer Data to the extent necessary for Altair SmartCore and Altair SmartSight to perform as described in the Documentation (the "Customer Data License"). You also agree that Altair has the right to elect not to accept, post, execute, store, display, publish or transmit any Customer Data in our sole discretion. You agree that the Customer Data License is royalty free, irrevocable and worldwide (for so long as Customer Data is stored by Altair), and include a right for Altair to make such Customer Data available to, and pass these rights along to, others with whom Altair has contractual relationships related to the provision of Altair SmartCore and/or Altair SmartSight. You understand and agree that Altair, in performing the required technical steps to provide the Altair SmartCore to Altair's users, may make changes to Customer Data as necessary to conform and adapt said Customer Data to the technical requirements of connecting networks, devices, services or media. **No Customer Data Archiving.** Altair does not provide an archiving service. Altair agrees only that it shall not intentionally delete any Customer Data from the Solution prior to termination of Customer's applicable subscription and subject to Section 10 below. Altair expressly disclaims all other obligations with respect to storage. **Solution Log Data.** In addition to the license rights specified above in this Section 5, Altair may aggregate Customer's metadata and usage data, to the extent applicable, including but not limited to Customer's userid, data queries, and actions performed within Altair SmartSight, inclusive of any Altair SmartSight performance characteristics ("Solution Log Data"). The Solution Log Data will be deemed Altair Technology (as defined in Section 8 below), and Customer acknowledges that Altair may use the Solution Log Data (i) for its own internal, statistical analysis, (ii) to develop and improve the Solution and (iii) to create and distribute reports and other materials regarding use of the Solution. For clarity, nothing in this Section 5 gives Altair the right to publicly identify Customer as the source of any Solution Log Data without Customer's prior written consent. **Customer Data Security.** Altair does not take any responsibility for any loss or unauthorized distribution of Customer Data. There are limited circumstances in which Altair may have the need to review part or all of your Customer Data, as provided in Altair's Privacy Policy. Except as described herein and in Altair's Privacy Policy, unless you elect to enable others to view or have access to Customer Data you submit to Altair SmartCore or Altair SmartSight, no one else should see your Customer Data without your consent. Altair SmartCore enables you to use third party services and applications that interact with Altair SmartCore and your Customer Data, and you should review the access rights you provide to those services or applications, as you may enable them to access your Customer data through your agreements with those parties. **Customer Data Portability.** Altair incorporates tools in Altair SmartCore to let you share or export Customer Data into files or make it accessible through web services or APIs, subject to the terms of this Agreement. These tools will be available to you during the applicable Subscription Term and are also subject to compliance with Altair's Privacy Policy. **Public Features.** To the extent applicable, Altair may provide interactive features that allow Customer, in its sole discretion, to share models, reports, and information generated by its use of the Solution with people other than Customer's Permitted Users through the creation of a user specific url ("Share Link"). Customer may provide its Share Link directly to another person or post it on publicly accessible websites such as Facebook and LinkedIn. Customer is solely responsible for the distribution of its Share Link.

6. Blog and Forum. To the extent available and applicable, Altair may offer a blog and forum service on the Altair SmartWorks website, that enables Customers to participate in blog forums and post messages pertaining to the Solution, Internet of Things or M2M topics (the "Blog"). Customer acknowledges and agrees that if Customer submits any Customer Data to the Blog, Customer will be solely responsible for such Customer Data. Altair will not be liable in any way for any such Customer Data submitted to the Blog. Customer further agrees not to submit any: (i) Customer Data, which is harassing, abusive, threatening, harmful, libelous or defamatory, encourage conduct that could constitute a criminal offense or give rise to civil liabilities, or is unlawful in any other way; (ii) Customer Data protected by intellectual property laws or by rights of privacy, unless Customer owns the rights thereto or have received all necessary consents; (iii) Customer Data which constitutes the misappropriation of trade secrets of any third party; (iv) Customer Data which contains a virus or other harmful components; (v) Customer Data which disparages the products or services of any third party; (vi) Customer Data which contains any personal information (other than your email address or user name); (viii) Customer Data that encourages any illegal activities, or provides guidance or instructional activities about such illegal activities; (ix) Engage in activity that interferes with or disrupts the use of the website by other users; or make (a) any false representation, including impersonation of any person or entity or misrepresentation of Customer's affiliation with any person or entity; or (b) use of the Altair SmartWorks forum for commercial purposes, such as advertising any products or services, reselling or publishing the information posted or transmitted without Altair's prior written consent. Altair does not prescreen, monitor or edit the Customer Data posted or submitted to the Blog. However, Altair reserves the right to edit, limit or remove any such Customer Data in its sole discretion. Notwithstanding, Customer shall remain solely responsible for any Customer Data submitted or posted to the Blog. **Procedures.** Altair may establish procedures and practices relating to the use of and participation in the Blog. Such procedures and practices may include limitations on the number of entries and the size of files that may be submitted and the number of days' messages on the Blog will be saved before deletion. Altair will not be responsible for any Customer Data deleted by Altair or otherwise, or for Customer's inability to submit any Customer Data. **Right to Publish.** By submitting Customer Data, via any means, to the Blog, Customer grants Altair a perpetual, royalty-free, irrevocable, non-exclusive worldwide right and license to use, disclose, display, exhibit, perform, reproduce, modify, adapt, publish, translate, and distribute such Customer Data or incorporate such Customer Data into any form, medium, or technology now known or hereafter developed. Further, Altair shall be free to use any ideas, concepts, know-

how, or techniques contained in such information for any purposes whatsoever including but not limited to research, development, manufacturing, and marketing of products and other items incorporating such ideas. If Customer is not the owner of the Customer Data submitted, Customer warrants it has received all necessary consents from the owner of such rights. Customer will hold Altair harmless if any such Customer Data submitted is in violation of any such rights. **Disclaimer.** When participating in the Blog, Customer may be exposed to content that is inaccurate, incomplete or unsuitable. Customer's use of any content posted or transmitted on the Blog is at its own risk. Altair will not be responsible for the content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information.

7. High Risk Activities. Altair SmartCore and Altair SmartSight are not fault-tolerant and are not designed, manufactured or intended for use as or with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapon systems in which the failure of Altair SmartCore or Altair SmartSight could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, Altair and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

8. Ownership. Altair Technology. This is a subscription agreement for use of the Solution and not an agreement for sale. Customer acknowledges that it is obtaining only a limited right to use the Solution on a hosted basis and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer. Customer agrees that Altair or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Solution, the Documentation, any other Altair deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, Aggregated Anonymous Data and any other non-Customer specific data and statistical data), technology, reports and documentation and all copies, modifications and derivative works thereof (including any changes which incorporate any Feedback) (collectively, "Altair Technology"). Further, Customer acknowledges that the Solution is offered, where applicable, as an on-line, hosted solution, and that Customer has no right to obtain a copy of the Solution code itself. Nothing in this Section 8 shall be deemed as granting Altair ownership of Customer Data or in any way impacting Customer's ownership of Customer Data. **Feedback.** Customer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information to Altair ("Feedback"). Altair may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

9. Subscription Term, Fees & Payment. Subscription Term. The Subscription Term shall be identified on the Subscription Form. Any renewals require mutual agreement and all applicable fees for such renewals will be at Altair's or its Reseller's then-current rates. If Customer's subscription is not renewed, Customer's access to the Solution will terminate at the end of the then-current Subscription Term unless provided otherwise in this Agreement. **Fees and Payment.** All fees are prepaid and are set forth in the Subscription Form. All fees are non-refundable. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Customer will be invoiced for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Customer hereunder will be Customer's sole responsibility. To the extent applicable, Customer understands that Altair may monitor Customer's use of the Solution in order to verify that Customer has not exceeded its permitted number of Permitted Users or if Customer is using more data than allowed under Customer's Subscription Term ("Data Overage"). If Altair becomes aware of any such excess usage including any Data Overage, then Customer will pay for the excess usage and for any ongoing excess usage under the same payment terms as specified above. **Suspension of Services.** If at the time of renewal of a Subscription Term Customer has a Data Overage, if applicable, Customer's account will be automatically suspended ("Suspended Account"). Customer's account will remain a Suspended Account for thirty (30) days (the "Suspension Period") and Customer will be unable to use the Solution until Customer pays the appropriate fee for the applicable Solution subscription necessary to cure the Data Overage. Notwithstanding the foregoing, Customer will continue to have access to Customer Data during the Suspension Period. If Customer fails to cure the Data Overage during the Suspension Period, Altair retains the right to terminate Customer's access to and use of the Solution and delete Customer Data without any liability to Altair.

10. TERM AND TERMINATION. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms. **Termination for Cause.** Subject to Section 9 above, either party may terminate this Agreement (including all related Subscription Forms and Subscription Terms) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Notwithstanding the foregoing, Altair retains the right to terminate this Agreement immediately if Customer breaches the terms of Sections 2, 8, or 15 of this Agreement. **Effect of Termination.** Upon any termination or expiration of this Agreement, Customer shall immediately cease any and all use of and access to the Solution and delete (or, at Altair's request, return) any and all copies of the Documentation, any Altair passwords or access codes and any other Altair Confidential Information in its possession. Customer acknowledges that, except as exported or printed prior to termination or expiration by Customer as may be permitted through the functionality of the Solution, following termination or expiration, Customer shall have no further access to any Customer Data input into the

Solution, and that Altair may delete any such data at any time. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

11. NO WARRANTY. To the extent applicable, Altair does not warrant the Maps or Map features are accurate. The boundaries and names shown and the designations used in the Maps do not imply endorsement or acceptance by Altair. Altair has no responsibility for the availability of the internet and other telecommunication services necessary to access the Solution. CARRIOTS AND ALL SERVICES, INCLUDING WITHOUT LIMITATION ANY MAPS INCLUDED IN CARRIOTS ANALYTICS AND THE THIRD-PARTY CODE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER ALTAIR NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALTAIR DOES NOT WARRANT THAT: (A) CARRIOTS WILL MEET ALL OF YOUR REQUIREMENTS; (B) CARRIOTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED; (D) IT WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR (E) IT WILL PRESERVE OR MAINTAIN CUSTOMER DATA WITHOUT LOSS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF CARRIOTS IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, ANY STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. ALTAIR SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF ALTAIR, SPECIFICALLY INCLUDING ANY CLOUD PROVIDER SERVICES. ACCESS TO CARRIOTS SERVICE OR CARRIOTS ANALYTICS FREE OF CHARGE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND.

12. SUPPORT. During the Subscription Term, Customers that have paid a fee for the use of the Solution will be eligible to receive telephone and email support for the Solution in the United States from 9:00 a.m to 5:00 p.m. in the Eastern Time Zone. No support is provided for Customers using the Solution free of charge.

13. LIMITATION OF REMEDIES AND DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ALTAIR'S ENTIRE LIABILITY AND OBLIGATION TO CUSTOMER SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). YOU AGREE NOT TO BRING ANY SUIT OR ACTION AGAINST ALTAIR, AND/OR ITS SUBSIDIARIES AND AFFILIATES, ALTAIR'S LICENSORS AND/OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY REASON WHATSOEVER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

14. CONFIDENTIAL INFORMATION. Each party (as "Recipient") agrees that all code (if any), inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Discloser") constitute the confidential property of the Discloser ("Confidential Information"), provided that it is identified as confidential at the time of disclosure. Any Customer Data and any Altair Technology and performance information relating to the Solution shall be deemed Confidential Information without any marking or further designation. Except as expressly authorized herein, the Recipient will hold in confidence and not use or disclose any Confidential Information. Confidential Information shall not include information which: a) is or becomes part of the public domain through no fault of the Recipient; b) is lawfully received by the Recipient from a third party having the right to disclose such information; c) is disclosed by the Recipient with the prior written approval of the Discloser; d) was known to the Recipient prior to receipt from the Discloser; or e) is independently developed by the Recipient without a breach of this Agreement. If the Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to promptly notify the Discloser so that the Discloser may seek an appropriate protective order or other relief. The Recipient acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Recipient the Discloser shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

15. GENERAL TERMS. Assignment. This Agreement may not be assigned by Customer without the prior written permission of Altair. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. **Governing Law.** Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Michigan. The parties agree that all disputes shall be subject to the jurisdiction of courts in the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement. **Altair's Customer List.** Customer agrees that Altair may disclose Customer's name and logo as a customer of Altair. **Notice.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Subscription Form or at such other address as may be given in writing by either party to the other in accordance with this paragraph and shall be deemed to have been given upon actual receipt. **Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in

writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect. Notwithstanding the foregoing, this paragraph does not limit Altair's rights to modify this Agreement as set forth in the preamble section above. **Entire Agreement.** This Agreement, including each Subscription Form, and any other mutually agreed exhibits or attachments, constitute the entire Agreement between Customer and Altair and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Solution is an on-line, subscription-based product, and that Altair may make changes to the Solution, and Altair will update the Documentation accordingly. **Audit Rights.** Upon Altair's written request, Customer shall furnish Altair with a signed certification certifying that the Solution is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, Altair may audit the use of the Solution by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals that Customer's use of the Solution is not in accordance with the permitted scope of use. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. **Independent Contractors.** The parties to this Agreement are independent contractors. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. **Government End-Users.** The Solution is based upon commercial computer software. If the user or licensee of the Solution is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Solution, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Solution was developed fully at private expense. All other use is prohibited. **Export Control.** In its use of the Solution, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) Customer shall not (and shall not permit any of its Permitted Users or others to) access or use the Solution in violation of any U.S. export embargo, prohibition or restriction.