

## SOFTWARE LICENSE AGREEMENT

(Web Version March 22, 2007)

Whenever Licensee licenses software products ("Program(s)" as further defined herein) from Licensor, a License Form will be executed which will refer to this Software License Agreement ("Agreement") and which will be incorporated therein by reference. By signing a License Form, each party has caused this Agreement to be executed by its duly authorized representatives and agrees to be bound by the terms and conditions of this Agreement.

### 1. 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" is that person appointed by Licensee as Licensee's representative and liaison with Licensor for purposes of coordinating Licensee's receipt of TECS.
- 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 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 network identified on the License Form.
- G. "Designated Site" means Licensee's physical location identified on the License Form and is where the Program(s) is authorized by Licensor to be used.
- H. "Effective Date of the Agreement" means the date specified in the upper right hand corner of the first page of this Agreement next to the words "Effective Date."
- I. "Effective Date of Program(s)" means the date specified in the License Key unless otherwise indicated on the License Form for the applicable Program(s).
- J. "LAN" means the Designated Network(s); 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 radius of the Designated Site and within the same country as the Designated Site.
- K. "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 identified on the License Form, or if not specified, for a period of one year, and which may renew pursuant to Section 3 below.
- L. "License Form" means any document referencing this Agreement which (i) is signed by the Licensor and Licensee, (ii) incorporates the terms and conditions set forth herein and (iii) sets forth, at a minimum, the Licensee's name, Designated Site, Program(s) name, Number of Tasks, License Term, and the ASC name and address. Each License Form will be treated as a separate agreement.
- M. "License Key" means a software licensing management and security tool or other device that Licensor uses to allow Licensee access to the Program(s) and which may have an expiration date.
- N. "License Term" means the period of time during which Licensee is authorized to use Program(s) in accordance with the applicable license grant.
- O. "License Type" means the type of the license granted for use of the Program(s), as identified on the License Form. If the License Form does not specify the License Type, the License Type will be deemed to be LAN.
- P. "Licensee" means the entity identified on the License Form, including affiliates in which Licensee owns a majority interest.
- Q. "Licensor" means ANSYS, Inc. unless an affiliate of ANSYS, Inc. is identified as Licensor on the License Form.
- R. "Paid-Up License" means a license that 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.
- S. "Program(s)" means the software listed in the applicable License Form, any accompanying documentation, and any Technical Enhancements to such software.
- T. "TECS" or "Technical Enhancements and Customer Support" means the services described in Section 9(a) below.

### 2. GRANT

- (a) Upon execution of a License Form by Licensee and upon acceptance and execution of such License Form by Licensor, Licensor grants to Licensee a nonassignable, nonexclusive, nontransferable right and license, without the right to grant sublicenses, to use each Program(s) set forth on each License Form entered into hereunder for the number of simultaneous tasks or active processes, for the License Term, and within the scope of the License Type, as each is specified on the License Form. 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 set forth on the applicable License Form. 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 will require the Contract User to agree in writing to (i) use the Program(s) only to perform internal data processing

services for Licensee and (ii) to be bound by terms equivalent to those set out in this Agreement. Licensee is responsible for the use of the Program(s) by all Contract Users.

- (b) PROGRAM(S) ARE MANAGED BY LICENSE KEYS WHICH MAY LIMIT THE PROGRAM(S)' USE AND REQUIRE LICENSEE TO OBTAIN NEW LICENSE KEYS FROM TIME TO TIME.
- (c) Licensor will provide Licensee access to the Program(s) via a License Key for each Program(s). 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(c) 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 create any application programs that use the Program(s) unless otherwise permitted by a separate written agreement executed by the parties.
- (e) Licensee acknowledges that the Program(s) is subject to the export laws of the United States of America and that the export, use, transmission or other transfer of the Program(s) is governed by the laws and regulations of the United States of America. Licensee agrees that it will not take, export, or transmit the Program(s) to any other country, individual or entity without Licensor's prior written consent, which consent Licensor may grant or withhold in its sole discretion.

### 3. TERM AND TERMINATION

- (a) Lease Licenses are non-cancelable by Licensee, will commence on the Effective Date of Program(s), will have a term equal to the term specified on the License Form, and at the end of such term will automatically renew at the then-current renewal fees set by Licensor or Channel Partner, as applicable, for a renewal term equal to the duration of the immediately preceding initial or renewal term (as applicable) unless Licensee, Channel Partner, or Licensor gives prior written notice of their intent to terminate the applicable Lease License no later than 30 days prior to the end of the initial or renewal term (as applicable). 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. The Lease License will terminate automatically upon Licensee's failure to: (1) deliver a valid purchase order in the amount required by Licensor or Channel Partner, as applicable or (2) pay the then-current renewal fees to the Channel Partner or Licensor, as applicable.
- (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 Section 3(c) below.
- (c) Licensor may immediately terminate this Agreement and any Program(s) license upon any of the following: (i) Licensee materially breaches any provision of this Agreement or a License Form; (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 attempted assignment of this Agreement or License Form by Licensee without prior written approval by Licensor.
- (d) If the license for Program(s) granted hereunder is terminated for any reason, Licensee will immediately uninstall the Program(s) from the computer(s) on which it is installed and will certify to Licensor in writing that the Program(s) is uninstalled and all copies thereof have either been destroyed or returned to Licensor or the Channel Partner. Licensee will immediately return to Licensor or the Channel Partner any confidential information or material provided to Licensee in connection with the Program(s), unless otherwise specified by Licensor or the Channel Partner.

### 4. PAYMENT

For sales of Program(s) to Licensee directly by Licensor or its affiliates, Licensee agrees to pay the license fees for the Program(s) as required by Licensor or its affiliates. For sales of Program(s) to Licensee by Channel Partners other than Licensor's affiliates, payments made by Licensee under this Agreement will be paid to the Channel Partner unless Licensee is otherwise notified in writing by Licensor, in which event Licensee agrees to make payments as specified by Licensor. 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 Licensor 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) contains confidential and proprietary information, including trade secrets, owned by Licensor 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 recipient within 15 days of the initial disclosure. Notwithstanding the foregoing to the contrary, reports and/or information related to or regarding Licensor'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, 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, consultants 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.
- (c) The obligations of this Section 5 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 access 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.
- (g) Licensee agrees that Licensor may use Licensee's name and corporate logo to identify it as a user of Licensor's software from time to time in Licensor's marketing and other publications.

## 6. WARRANTIES; LIMITATION OF REMEDY

- (a) Licensor warrants to Licensee that the Program(s) will substantially perform as specified in Licensor's 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) ("Warranty Period"), unless otherwise specified on the applicable License Form. The warranties provided in this Section 6 will only apply to the most current release of the Program(s). This warranty will not apply if Licensor has notified Licensee in writing that Licensor no longer supports the operating system version on which such Program(s) is licensed.
- (b) Licensor and the Channel Partner and their respective affiliates 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 and remedies expressed herein are sole and exclusive and extend only to Licensee itself. Licensor and its affiliates and suppliers and the Channel Partner 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 WARRANTIES SET FORTH IN SECTION 6(a) OF THIS AGREEMENT ARE IN LIEU OF, AND LICENSOR AND THE CHANNEL PARTNER AND THEIR RESPECTIVE AFFILIATES 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 Licensor or the Channel Partner and their respective affiliates and suppliers know, have reason to know, have been advised of, 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, Licensor and the Channel Partner and their

respective affiliates 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 substantially as warranted in this Agreement, Licensee's sole remedy will be for Licensor, at Licensor'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) Permit Licensee to terminate the license for that Program(s) and/or this Agreement and require Licensee to return the Program(s) to Licensor, in which event Licensor 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. FOR PURPOSES OF THIS SECTION 6(e), PROGRAM(S) WILL NOT INCLUDE ANY COMPONENTS OR PRODUCTS, WHETHER HARDWARE OR SOFTWARE, MANUFACTURED BY A THIRD PARTY ("THIRD PARTY PRODUCTS").
- (f) **LICENSEE'S REMEDIES AS SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES TO WHICH LICENSEE IS ENTITLED FOR BREACH OF WARRANTY.**

#### 7. INDEMNIFICATION

- (a) Licensor 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 is based upon a claim 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. Licensor will pay all costs and damages finally awarded against Licensee by a court of competent jurisdiction as a result of any such Claim; provided, however, that Licensee (i) promptly notifies Licensor in writing of such Claim; (ii) promptly gives Licensor the right to control and direct the investigation, preparation, defense and settlement of such Claim, with counsel of Licensor'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 Licensor's opinion, might be held to infringe as set forth above, Licensor 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 Licensor, in which event Licensor 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. FOR PURPOSES OF THIS SECTION 7(a), PROGRAM(S) WILL NOT INCLUDE ANY THIRD PARTY PRODUCTS.
- (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 Licensor 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 AND SUPPLIERS AND THE CHANNEL PARTNER WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.** Regardless of whether or not the parties have been advised of the likelihood of such damages or losses, said limitation of liability includes but is not limited to: lost profits (whether direct or indirect); revenues; anticipated savings; goodwill; business opportunities; wasted or lost production and/or management's or employees' time; loss of or corruption of software data, or database configuration; use of the Program(s) by Licensee; inability of Licensee to use the Program(s); inaccurate output; Licensor's breach of this Agreement; or any other claim arising under or related to this Agreement whether in contract, negligence, tort, or under any other theory of liability. In no event will Licensor's and its affiliates', suppliers', and Channel Partner's aggregate liability to Licensee exceed, in the case of a Paid-Up License, the License Fee initially paid for such Paid-Up License (not including any TECS fees or other fees) or, in the case of a Lease License, the License Fee paid for such Lease License during the preceding twelve (12) months. Licensee acknowledges that given all the circumstances, the limits on Licensor's liability are reasonable because of, among other things, 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). Licensee acknowledges it has taken out adequate insurance to cover its risks under this Agreement. 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.
- (b) Each of Licensor's and its affiliates', suppliers', and Channel Partner's 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's and its affiliates', suppliers', and Channel Partner's" 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 and its affiliates, suppliers, and Channel Partners, along with its and their officers, directors, employees and agents, (collectively, the "Indemnified Parties") harmless from and against all losses, damages, liability (including reasonable attorneys' fees) incurred by such Indemnified Parties 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 arising out of Licensor's willful misconduct.

**9. TECHNICAL ENHANCEMENTS AND CUSTOMER SUPPORT (TECS)**

- (a) TECS will consist of (i) reasonable telephone or email support ("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 specified in the License Form. 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 Licensor or the Channel Partner, as applicable. Customer Support will be provided by Licensor or its designee in Licensor's discretion. Technical Enhancements will be provided by Licensor at such times as determined solely by Licensor.
- (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 the administrative fee required by Licensor.
- (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. In consideration for payment of the TECS fees required by Licensor or Channel Partner, as applicable, TECS for a Paid-Up License will be provided by the Channel Partner or Licensor, as applicable. TECS will automatically renew at the then-current renewal fees for a renewal term equal to the duration of the immediately preceding initial or renewal term (as applicable) unless Licensee, Channel Partner, or Licensor gives prior written notice of its intent to terminate TECS no later than 30 days prior to the end of the initial or renewal TECS term (as applicable). 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. TECS will terminate automatically upon Licensee's failure to: (i) deliver a valid purchase order in the amount required by Licensor or Channel Partner, as applicable or (2) pay the then-current TECS renewal fees to Channel Partner or Licensor, as applicable.
- (e) TECS may be renewed at the TECS renewal fees required by Licensor or Channel Partner, as applicable, unless Licensor or the Channel Partner gives prior written notice of its intent to not offer TECS for the Program(s).
- (f) Licensor 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; or (iii) for any problems caused by Licensee's negligence or use of the Program(s) other than in accordance with the Manual and this Agreement.
- (g) Licensor may, from time to time, post notices of Class3 Errors in Program(s) on its Customer Portal website (<http://www1.ansys.com/customer/>) or in such other manner as Licensor 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).
- (h) In the event that TECS is discontinued by Licensee and the Licensee later wishes to reinstate TECS, in addition to the applicable TECS fee required by Licensor, a fee will be charged by Licensor for reinstatement in an amount equal to the 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 air mail, international air courier, facsimile, or mutually agreed equivalent. Notices will be effective when received as indicated on the facsimile, registered mail or other mutually agreeable delivery receipt. All notices will be given by one party to the other using the contact information indicated on the License Form, unless a change thereof previously has been given in writing to the party giving the notice.
- (b) Licensee will not assign this Agreement or individual Program(s) license to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Licensor. 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(e), 3(d), 4, 5, 6(e), 6(f), 7, 8 and 10 will survive termination of this Agreement or any individual Program(s) license.
- (d) This Agreement may be executed in any number of counterparts (including faxed copies), each of which will be deemed to be an original and all of which will constitute together one and the same agreement.
- (e) 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.

- (f) 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.
- (g) 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.
- (h) 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.
- (i) The benefits and burdens of, and risk of loss and damage to, Licensee's copy of the Program(s) will remain with Licensor until the Program(s) is received (physically or electronically) by Licensee.
- (j) This Agreement, the applicable License Form and any exhibits, appendices or amendments that incorporate the Agreement by reference, constitute 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. This Agreement supersedes the terms of any click-wrap, shrink-wrap, or break-the-seal license agreement included in any Program(s) package. Except as specifically provided herein, this Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of the parties. Unless otherwise specified, the terms and conditions contained in the Software License Agreement will take precedence over any conflicting provisions contained in any appendix, exhibit, License Form or amendment incorporating the Software License Agreement by reference. No purchase order or any other standardized business forms issued by Licensee, and even if such purchase order or other standardized business forms provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, or delete from the terms of this Agreement in any manner whatsoever. 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.
- (k) The parties have required that this Agreement and all documents relating thereto be drawn up in English.