

LICENSE AND NONDISCLOSURE AGREEMENT

December 26, 2019

Licensor and Licensee shall execute a Schedule referencing and incorporating by reference this License and Nondisclosure Agreement ("Agreement") in each instance in which Licensee licenses Program(s) from Licensor. By signing a Schedule, 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 entity directly or indirectly controlling, controlled by, or under common control of such company. A joint venture shall not be considered an Affiliate of either party.

b) "Authorized Purpose" means the purpose set forth on the Schedule.

c) "Data" means information relating to (i) materials (i.e. matter from which a thing is composed or can be made) that belongs to Licensor, its Affiliates or suppliers that Licensor makes available to users of the Program(s), or (ii) simulation results, inputs, outputs or other information that may be created or inputted by the Licensee and that is available to users of the Program(s).

d) "Database" means an organized collection of Data that enables Licensee to easily access the Data.

e) "Designated Network" means the network identified on the Schedule.

f) "Designated Site" means Licensee's physical location(s) listed on the Schedule.

g) "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.

h) "Licensee" means the entity identified on the Schedule.

i) "Licensor" means ANSYS, Inc.

j) "Named User" means an employee of Licensee who has been authorized by Licensee to be a user of the Program and who is identifiable as a unique user by his or her e-mail address.

k) "Named User License" means a license that authorizes a single Named User to use a single Program.

l) "Program(s)" means the software specified on the Schedule, including any updates or technology enhancements subsequently furnished by Licensor to Licensee and other confidential and proprietary information related to such software in such form as may be supplied by Licensor to Licensee. Certain Program(s) may require the use of a relational database management system and/or a cross-platform document-oriented database program (collectively referred to as "Database Program(s)"). Database Program(s) are not included with the Program(s).

m) "Schedule" means a document referencing this Agreement which (i) is signed by Licensor and Licensee and (ii) incorporates the terms and conditions set forth herein. Each Schedule will be treated as a separate agreement.

2. LICENSE GRANT

a) Upon execution of the Schedule, subject to the terms and conditions therein and in this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, nonassignable, internal use license, without the right to sub-license, to use the Program(s). Licensee may only use the Program(s) for the Authorized Purpose, at the Designated Site(s), and on the Designated Network(s). Licensee may make up to three (3) changes of the Designated Network per year; any additional changes of Designated Network are permitted only with the prior written consent of Licensor. Licensee agrees to be fully responsible for installation of the Program(s). Except as may be set forth on the Schedule, Licensor will not have any obligation to maintain the Program(s) or provide any other support to Licensee in connection with the Program(s).

b) For Named User Licenses, Licensee may only allow Named Users to use the Program(s). Designation of Named Users will be determined by Licensee. Each Named User will have a username and password to access his or her Named User License(s). For each Named User License, a Named User will be authorized to install a Program on only one computer or workstation for which the Named User is the primary user. A Named User may not share his or her Named User License(s) with any other person, including other Named Users.

3. TERM AND TERMINATION

a) The license granted hereunder shall be effective upon the date of receipt of the Program(s) and the necessary License Key (if applicable) by Licensee and shall continue until the earlier of (i) completion of the Authorized Purpose; or (ii) termination by Licensor or Licensee for convenience upon thirty (30) days written notice to the other party; or (iii) termination by Licensor for a material breach of this Agreement by Licensee immediately upon notice to Licensee.

b) Upon termination of this Agreement for any reason, the Program(s) and any and all copies made by Licensee will be immediately deleted from Licensee's systems and destroyed by Licensee unless otherwise specified by Licensor.

4. RESTRICTIONS

a) Licensee will not distribute, reproduce, sell, license or otherwise transfer the Program(s) to any third party and will not reverse engineer, decompile, disassemble or modify the Program(s). Licensee will not perform benchmarks of the Program(s) without Licensor's prior written consent. In no event will the Program(s) be used for commercial use, including, but not limited to consulting services without Licensor's prior written consent.

b) Licensee acknowledges and agrees that the Program(s) are subject to U.S. laws and other applicable 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 (collectively the "**Export Laws**"). Licensee warrants that it 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.

c) Except as explicitly permitted pursuant to the Authorized Purpose as set forth on a Schedule, Licensee may not link to or compile the Program(s) with Licensee's or any third party software without Licensor's prior written permission, which consent Licensor may grant or withhold in its sole discretion.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION

a) Licensee acknowledges that the Program(s) embodies confidential and proprietary information, including trade secrets, owned or licensed by Licensor or its Affiliates (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 that is marked or identified as confidential or given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential ("Other Confidential Information") and, together with the Program Confidential Information, ("Confidential Information") will remain the property of the Disclosing Party. Any information related to Licensor's or its Affiliates' or technology suppliers', or to Licensee's or its Affiliates' 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 explicitly marked or identified. The Receiving Party will protect the Confidential Information from disclosure to others using no less than a reasonable degree of care. 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, 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 and, in the case of Licensor, technology suppliers (solely for support purposes); provided that such employees, Affiliates, consultants, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with these terms.

c) The obligations of Section 5b) will not extend to any information that the Receiving Party can demonstrate with competent evidence:

- (i) is or becomes publicly known through no fault of the Receiving Party;
- (ii) was possessed by the Receiving Party free of any obligation of confidentiality prior to receipt from the Disclosing Party;
- (iii) is rightfully obtained by Receiving Party from third parties authorized to make such disclosure without restriction;
- (iv) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- (v) is identified as no longer confidential by the Disclosing Party.

d) The Receiving Party may disclose Confidential Information to the extent required by law, regulation or court order, provided that (i) the Receiving Party makes reasonable efforts to notify the Disclosing Party in writing prior to disclosing the Confidential Information and takes reasonable steps to obtain protective treatment of the Confidential Information; and (ii) any information so disclosed shall continue to be treated as Confidential Information between the Receiving Party and Disclosing Party.

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

f) For disclosures between the parties within the U.S., the Disclosing Party shall not disclose without the Receiving Party's prior approval any Confidential Information that is subject to export or re-export restrictions that would limit the Receiving Party's ability to share such information with individuals working for the Receiving Party

in the U.S. who are neither US citizens nor US green holders.

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

h) If the parties have separately entered into a mutual 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. DISCLAIMER OF WARRANTIES

THE PROGRAM(S) IS DELIVERED "AS IS" AND LICENSOR AND ITS AFFILIATES AND TECHNOLOGY SUPPLIERS DISCLAIM ALL WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM(S). LICENSOR AND ITS AFFILIATES AND TECHNOLOGY SUPPLIERS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTIES OF TITLE AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY

EXCLUDING LICENSOR'S OBLIGATIONS UNDER SECTION 5 (CONFIDENTIAL AND PROPRIETARY INFORMATION) AND SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ITS AFFILIATES AND TECHNOLOGY SUPPLIERS WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES OR LOSSES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY THAT MAY RESULT FROM LICENSEE'S UTILIZATION OF THE PROGRAM(S) INCLUDING BUT NOT LIMITED TO THE AUTHORIZED PURPOSE OR FOR ANY OTHER PURPOSE.

8. RECIPROCAL SOFTWARE REQUEST

Licensee shall, subject to Licensee's standard end-user license agreement, at no cost to Licensor and at Licensor's request, provide Licensor with a copy of Licensee's software. If applicable, Licensee shall provide Licensor with a copy of any Application Interface developed under this Agreement. Application Interface means software which enables the Program(s) to interface with Licensee's software. Nothing in this Agreement shall restrict or encumber Licensee from developing, marketing and selling its software products including any interfaces to Licensor products authorized under this Agreement, provided such

interfaces do not include any Program(s), Program Confidential Information or any Licensor trade secrets, intellectual property or confidential information.

9. MISCELLANEOUS

a) Licensee shall not assign this Agreement or Program(s) licenses to any third party without Licensor's prior written consent.

b) Licensee shall not publish any results produced using the Program(s) without the prior written consent of Licensor. Licensee shall not at any time use Licensor's name or any Licensor trademark(s) or trade name(s) in any advertising or publicity without Licensor's prior written consent.

c) In the event of the expiration or termination of this Agreement, the provisions of Sections 3, 4, 5, 6, 7, 8, 9 and 12 shall survive and will remain in full force and effect.

d) The failure by either party at any time to enforce its rights under this Agreement will not be construed as a waiver of such rights and no waiver by either party will be valid unless it is contained in a signed writing.

e) This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania excluding its conflicts of laws provisions and the United Nations Convention on the International Sale of Goods.

f) This Agreement and the applicable Schedule constitute the final, complete, and exclusive agreement and understanding between Licensor and Licensee with respect to the subject matter; and supersede all prior and contemporaneous agreements, oral or written, relating thereto. Unless otherwise specifically specified on a Schedule, the terms and conditions contained in this License and Nondisclosure Agreement will take precedence over any conflicting provisions contained on a Schedule. If any provision of this Agreement shall for any reason be held illegal, invalid, or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way, impair the validity or enforceability of the remaining provisions of this Agreement.

g) The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

10. LICENSE COMPLIANCE SOFTWARE

Licensee is aware that Licensor may embed the Program(s) with third-party license compliance technology ("License Compliance Technology") that reports information to both the third-party licensor of the License Compliance Technology ("Technology Provider") 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 Program(s) originated). Licensor and the Technology Provider collect such information if modifications to certain code files of the Program(s) have

been made or if the Program(s) are being accessed by a License Key that was not authorized by Licensor.

11. DATA ANALYTICS

Licensee is aware that as part of Licensor's Program(s) improvement process Licensor may obtain feedback from the Program(s) regarding the hardware profile and operating system of Licensee's users, internal errors that are arising with respect to the Program(s) and the regions of functionality of the Program(s) that Licensee is using.

12. DATA

a) The terms of this Section 12 apply only with respect to any licenses that Licensee may obtain of Program(s) containing Data.

b) Excluding Databases associated with Named User Licenses, Licensee may not download any Database and may only permit its employees to download any Data that Licensee currently needs. Excluding Databases associated with Named User Licenses, after termination of any license enabling Licensee to access Data, with respect to Data that Licensee has downloaded or used, Licensee shall not

further access any such Data for the purpose of taking any additional materials-related decisions or analyses or otherwise analyzing any material properties contained in the Data.

c) Licensee may add its own information to certain of the Program(s) containing Data. Licensee is aware that upon expiration or termination of any license of any such Program, Licensee will no longer have access through the Program to any such information. In the event that Licensee has no other copies of such information, Licensee understands that should it desire to have access to such information it should take measures to ensure that it makes copies of any of its information in a manner that is accessible by Licensee without use of the Program(s) before the license of any such Program terminates or expires.