

NON-STANDARD SOFTWARE LICENSE AGREEMENT
(Web Version May 9, 2008)

Whenever Licensor licenses software not generally commercially marketed ("Program(s)" as further defined herein) either as part of services Licensor provides to the Licensee under a consulting service agreement ("Service Agreement") or via a License Form, and such agreement references this Software License Agreement ("Agreement") and incorporates it therein by reference, then Licensor and Licensee by signing a License Form or the Service Agreement have caused this Agreement to be executed by its duly authorized representatives and agree that with respect to such Program(s) 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. "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.
- C. "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.
- D. "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.
- E. "Designated Site" means Licensee's physical location as indicated in the Service Agreement or License Form where use of the Program(s) is authorized by Licensor.
- F. "Effective Date of Program(s)" means the date specified in the License Key unless otherwise indicated in the License Form, in the Service Agreement or, if the Program(s) are not controlled by a License Key and such date has not been specified in the License Form or Service Agreement, the date on which Licensor provides the Program(s) to Licensee.
- G. "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 or 40 km radius of the Designated Site and within the same country as the Designated Site.
- H. "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 in the License Form, the Service Agreement or, if not specified, for a period of one year, and which may renew pursuant to Section 3 below.
- I. "License Form" means any document other than the Service Agreement 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 licenses of the Program(s), and License Term. Each License Form will be treated as a separate agreement.
- J. "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.
- K. "License Term" means the period of time during which Licensee is authorized to use Program(s) in accordance with the applicable license grant.
- L. "License Type" means the type of the license granted for use of the Program(s). Unless otherwise indicated in the License Form or in the Service Agreement, the License Type will be deemed to be a LAN.
- M. "Licensee" means the entity identified in the License Form or in the Service Agreement, including Affiliates.
- N. "Licensor" means ANSYS, Inc. unless an Affiliate of ANSYS, Inc. is otherwise identified in the License Form.
- O. "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.
- P. "Program(s)" means the software listed in the applicable License Form or licensed by Licensor pursuant to the Service Agreement, any accompanying documentation, and any Technical Enhancements, if any, to such software.
- Q. "Service Agreement" means an agreement between Licensor and Licensee pursuant to which Licensor provides consulting services to Licensee and pursuant to which Licensor licenses to Licensee certain Program(s) not generally commercially marketed by Licensor.
- R. "TECS" or "Technical Enhancements and Customer Support" means the services described in Section 9(b) below.

2. GRANT

- (a) Upon execution of a License Form or Service Agreement by Licensee and upon acceptance and execution of such License Form or Service Agreement by Licensor, Licensor grants to Licensee a non-assignable, nonexclusive, nontransferable right and license, without the right to grant sublicenses, to use each Program(s) set forth on each License Form or licensed to Licensee pursuant to the Service Agreement entered into hereunder for the number of simultaneous licenses, for the License Term, and within the scope of the License Type, as each is specified on the License Form or identified in the Service Agreement. 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. Except as set forth in Section 9(c), 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 (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) MAY BE 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) 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 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 License Term, and at the end of the License 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 notice of their intent to terminate the applicable Lease License prior to the end of the initial or renewal term (as applicable). Notice shall be deemed given under this Section 3(a) in the event, except as otherwise expressly indicated, that Licensor or Channel Partner does not provide a renewal quotation or follow-on proposal for the Program(s) prior to the renewal term or Licensee does not issue a purchase order respecting such Program(s) prior to the renewal term. 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 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, License Form or Service Agreement 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) licenses 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. Except as otherwise agreed, for such license sales by Licensor or its Affiliates, Licensee agrees to pay the license fees for the Program(s) within thirty (30) days of the date of invoice by Licensor or its Affiliates. In the event that Licensee does not pay within the period indicated, Licensor or its Affiliate may charge Licensee interest in an amount equal to 1.5% per month of the unpaid balance. For sales of Program(s) licenses 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

Licensee hereby acknowledges that the Program(s) embody confidential and proprietary information, including trade secrets, owned by Licensor or its Affiliates or suppliers. Licensee shall not disclose the Program(s) to any third parties, except to the extent permitted by Section 2(a), and will use the Program(s) only in accordance with the terms of this Agreement.

6. WARRANTIES; LIMITATION OF REMEDY

(a) **EXCEPT AS MAY OTHERWISE BE SEPARATELY AGREED IN WRITING BY LICENSOR, THE PROGRAM(S) IS/ARE PROVIDED TO LICENSEE 'AS IS' WITHOUT WARRANTY OF ANY KIND. LICENSOR AND THE CHANNEL PARTNER AND THEIR RESPECTIVE 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 knows, 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. **LICENSOR AND THE CHANNEL PARTNER AND THEIR RESPECTIVE AFFILIATES AND SUPPLIERS DO NOT WARRANT THE ACCURACY OR APPLICABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE PROGRAM(S).**

(b) No oral conversations, statements, representations, or other documents, excluding a separately signed agreement between Licensor and Licensee, will be offered by Licensee as evidence to explain, expand, alter, add to or invalidate the above.

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 accompanying documentation, if any, (ii) use of the Program(s), when use of a subsequent software release which Licensor has made available to Licensee 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. Excluding Licensor's indemnification obligations pursuant to Section 7, in no event will Licensor's and its Affiliates', suppliers', and Channel Partner's aggregate liability to Licensee or any third party 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, or in the case of Program(s) provided pursuant to a Service Agreement, the fee paid by Licensee for the consulting project pursuant to which the Program(s) were licensed. 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), including such losses, damages, and liability resulting from the negligence of the Indemnified Parties; 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 the Indemnified Parties' willful misconduct.

9. TECHNICAL ENHANCEMENTS AND CUSTOMER SUPPORT (TECS)

- (a) Except as otherwise agreed in writing by Licensor, TECS is not included with the Program(s). Licensor may provide Customer Support and/or Technical Enhancements at its sole discretion and may require Licensee to pay an additional fee. Only in the event that Licensor agrees in the License Form or Service Agreement to provide TECS will the provisions of Section 9(b) and 9(c) apply.
- (b) TECS will consist of (i) reasonable telephone or email support ("Customer Support"); and/or (ii) Program releases or corrections provided by Licensor without additional charge to TECS customers generally ("Technical Enhancements"). Customer Support will be provided by Licensor or its designee in Licensor's discretion. Technical Enhancements will be provided by Licensor at its discretion and at such times as determined solely by Licensor.
- (c) 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.

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 or Service Agreement, 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, 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 or Service Agreement 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 this Agreement will take precedence over any conflicting provisions contained in any appendix, exhibit, License Form, Service Agreement or amendment incorporating this 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.
- (l) Other than as specifically set forth herein, there will be no intended or unintended third party beneficiaries to this Agreement.