

GENERAL CONDITIONS OF USE

Software Flux - GOT-It - InCa3D - CDE
English

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GENERAL CONDITIONS OF USE

These general conditions explain the software and associated services terms of use. They complement the sales proposition, maintenance or updates contracts.

The licensee means the company identified in the article 2 of the latest license, maintenance or updates contracts.

The seller means Altair Engineering, Inc. or its authorized reseller.

ARTICLE 1 - PRICES

Prices are defined as the current prices at the date of the order and are valid for six months maximum.

ARTICLE 2 - INVOICES

Invoices will be paid 30 days on receipt, unless particular conditions explained in the *Payment Conditions* as detailed in the commercial proposition. Any other changes to the provision in the particular conditions to extend this period and make it incompatible with the French law 2008-776 of August 4, 2008 will be void.

Any delay of payment will incur an interest on overdue payments. This moratorial interest will represent 3 times the legal interest rate.

ARTICLE 3 – CASES OF ABSOLUTE NECESSITY

The seller and the licensee will be exempted from charges and responsibilities if the execution of the contract, and particularly the installation of the software on the licensee's computer, was delayed or impossible in case of absolute necessity, including but not limited to riots, storms, strikes, fires, acts of God...

ARTICLE 4 - RESPONSIBILITY

The seller guarantees the licensee against all counterfeiting lawsuits that could be brought against him, because of the possession and/or the use of the software, at the only condition that the licensee had informed the seller, within eight (8) days, about the summon and had ensured the seller the free right to defend himself.

The licensee will have and keep the control of the use of the software installed on his computer. This is the reason why the licensee engages his own and only responsibility about the exploitations of the results, from the use of the software. The licensee recognises that the seller will have no responsibility towards him or a third, for any damage that could result from the direct or indirect use of the software by the licensee, excepted counterfeiting actions. Moreover the seller does not warrant that the operation of the Software will be uninterrupted, or error-free. However, in order to take into account any malfunction reported by the licensee, the seller shall provide the licensee with Support Services as described in article 17.

ARTICLE 5 - ATTRIBUTION OF THE COMPETENCE

Every dispute between both parts about the interpretation or/and the execution of the contract, that could not reach an amicable arrangement, will be brought to the Commercial Court of GRENOBLE FRANCE, which has the full competence, wherever the software or the defendant is. The financial liability of the seller for damages of any kind whatever relating shall be limited to the amount paid to the seller under this agreement in the last 12 months preceding the claim in question. The present contract is governed by the French law.

Upon the termination or expiration of the Agreement, whatever the grounds may be, the Licensee shall make any payment that has accrued up to the date of termination, stop immediately using the Software and send back to the seller all the elements of the Software.

ARTICLE 6 – COMPLIANCE WITH LAW

In case of import, the licensee agrees that he will comply with all local tax and customs laws, regulations and codes of his country in the performance of this Agreement. The corresponding taxes will be paid by the licensee.

SOFTWARE LICENSE

ARTICLE 7 - EFFECT AND DURATION OF THE CONTRACT

The contract takes effect at the receipt by the seller of an order from the licensee having acceptance value of the General Conditions of sale. The software will be sent in a period of two (2) months from the date of effect of the contract. The cession license is valid for a purchase without limitation of time except *Particular Conditions* detailed in the commercial proposition. The cession license is valid for a lease only for the lease duration.

ARTICLE 8 – USE OF THE SOFTWARE

Without any other indication in the commercial proposition, the license is delivered for a "Node Locked" mode use (the software is usable on computer on which the protection is connected). Its use is limited to the staff of the company situated on the "user site" identified in the article 3 of the maintenance or updates contracts.

For some software, the license can be acquired in "Network mode" use (the protection, connected to a server, is shared between client computers connected to the network). The total amount of simultaneous use of the software, also on a given computer, cannot exceed the number of purchased licenses :

Local Area Network: the software use is limited to the staff of the company located on the "user site" identified in the article 3 of the latest LAN Usage Commitment Certificate signed by the licensee, maintenance or updates contracts.

Wide Area Network: the software use is limited to the staff of the same company as the "user site" identified in the sales proposition, maintenance or updates contracts.

Are considered as same company, all juridical entities which "user site" identified in the Software License Contract owns more than 50% of the shares. Are considered as company staff, all persons having a working contract with that company.

ARTICLE 9 - GUARANTEE

The usual period of guarantee is six (6) months from the date the software is sent, except *Particular Conditions* explained in the commercial proposition.

- 9.1 **The seller engages to respect** the following points during the period of guarantee: conformity of the software with technical characteristics described by the seller in the software license commercial proposition maintenance services as described in article 17 during the guarantee period for the staff members who have followed the training course mentioned in article 13. During the whole period of use, the seller engages to keep a copy of the sources of the software with its documentation (put in a safe deposit box or else), to assure, in case of termination of business, the transmission of the responsibility of the software to a public or private company and to indicate these points to the licensee in a notice three months before.
- 9.2 **The services delivered** outside the engagement described in part 9.1, as well as travels to company sites, are realised if corresponding engineers fees and travel and living costs are paid by the licensee.

ARTICLE 10 - VALIDITY OF THE CESSION OF THE LICENSE

10.1 **Implantation:** The right to use the software is only valid on the computer described in the *Implantation* of the commercial proposition.

The transfer on other computers by the licensee is only allowed in exceptional cases, like problem with the original support or for specific temporary operating requirement, in which case it is understood the software would only be used on one or the other computer, but never on both at the same time. If such a transfer were to be prolonged, the licensee has to formulate a request in writing, informing the seller of the transfer and its duration.

The transfer can be realised only if the software is either under guarantee or covered by a maintenance or updates contract. The installation will be made by the licensee helped with documentation and CD/DVD supplied by the seller or by Internet. During this installation, the licensee can be helped by the seller hotline.

10.2 **Copying or Distribution Rights:** this contract does not confer the right to copy, publish or disclose all or part of the software nor the documents (written or on CD/DVD) supplied by the seller under the terms of the present contract:

- unless the reproduction is strictly limited to the loading, the display, the execution, the transmission or the storage purposes,
- except for the emergency back up purposes solely in one copy, subject to all necessary measures in order to avoid diffusion.

The licensee shall not translate, adapt or modify the software. The licensee shall not decompile, reverse engineer or disassemble totally or part of the software.

10.3 **Non transferability of the Contract:** Licensee expressly agrees not to assign, transfer or grant to any other third party, even free of charge, any user right arising from this Agreement. If the licensee would sell or give to a third party the equipment on which the software was installed, the licensee takes the engagement to uninstall the software before the transaction.

10.4 **Non transferability of the Software:** The contract only grants the licensee a non exclusive right to use the software for his own requirements. Consequently the aforementioned software shall not be assigned, sub licensed to anyone, transferred in whole or in part, neither subject to payment nor free of charge. The licensee also agrees not to use the software, or let it used on his own computer for or by a third party, unknown to the contract.

10.5 **End of the contract:** At the end of the contract, the licensee commits himself not to use, or let used any version of the software that could be installed intentionally or unexpectedly on his material or a same one. In case of problems with his material, the licensee undertakes to destroy any copies, in case it exists, as soon as the normal conditions of exploitation are recovered. The licensee undertakes to destroy an unknown copy as soon as he knows it exists.

ARTICLE 11 - CHANGE OF EQUIPMENT

If the licensee intends to permanently transfer the software onto another equipment than designated in the Software license contract, he must request the seller's prior consent. The transfer will take effect at the date of notification of the seller's consent. This new installation will be subjected to a new contract which will invalidate and replace the current contract. The transfer can be realised only if the software is either under guarantee or covered by a maintenance or update contract, allowing one modification per year.

There will be no replacement for a dongle key that has been lost, stolen, etc. A new software license must be purchased. A damaged dongle key will be replaced with a replacement charge upon receipt of the damaged dongle key and replacement fee.

ARTICLE 12 - SERVICES TO BE ASSUMED BY THE LICENSEE

The licensee is responsible for the supervision, management and control of the use of the software and documents under license (the seller does not take engagement to replace lost or stolen protections or licenses. In the case of a non limited license in time, the replacement of the license will be done for the cost of the subscription to an additional license). To this effect the licensee shall ensure that the back-up and repair procedures appropriate for the hardware configuration are available and establish the procedures and verifications necessary to satisfy the requirements of reliability, safe functioning and restarting in case of breakdown.

ARTICLE 13 - SUPPORT SERVICES LIMITATIONS RELATED TO THE USE OF THE SOFTWARE

The software in question is particularly efficient, but the full use of its potential requires prior training which, although relatively brief, is nonetheless essential.

The seller is charged with assuring the training programme for users after reception of an order. This training is subjected to a certificate of attendance. In the absence of trained people at the licensee's office, the seller will be in the position not to provide the support services related to the use of the software.

ARTICLE 14 - BREACH OF OBLIGATIONS DETAILED IN ARTICLE 10

The licensee acknowledges the importance of the stipulations of the article 10, as a determining clause of the contract. Consequently, if by reason of the licensee's failure to meet his obligations under a third party improperly benefits from the use of all or part of the software under license, the licensee will pay to the seller, as stipulated penalty, a sum equal to the value of the charges for the unduly divulged software as per the seller price list in effect at the time of the breach, marked up by 25%. Moreover, any breach of the above mentioned provisions will immediately render the present contract, in which case the licensee shall return the whole software and all the documents mentioned in the contract to the seller. The foregoing does not imply any waiver on the part of the seller of any and all other claims, rights or remedies to which it is entitled under law.

MAINTENANCE OR UPDATES CONTRACT

ARTICLE 15 - MAINTENANCE OR UPDATES CONTRACT OF THE SOFTWARE

After the guarantee period, as defined in article 9, has expired, the licensee can, subject to payment, extend the "support and maintenance" service, by subscribing to a **Maintenance contract**. The licensee who has not subscribed such a contract at the beginning, can subscribe later. Nevertheless, it would be necessary to upgrade the software so as to ensure its conformity with the currently version in service, before the maintenance contract could be signed in such a case. The cost of such updating will be paid by the licensee.

The licensee can as well subscribe an **Updates contract**, to benefit of software and documentation upgrades. If the licensee does not want to subscribe such a contract, new versions that will be proposed to him will be subjected to a new contract.

Any case of supplementary services and assistance, will be subjected to a separate order, the terms of which will be drawn up by mutual contract on the basis of the price lists in effect at the time of the order.

Without any maintenance or updates contract, any action of the seller, including defect protection replacement, will imply upgrade software fees.

ARTICLE 16 - DATE OF EFFECT OF THE CONTRACT

16.1 Maintenance: Without *Particular Conditions* detailed in the **Maintenance contract**, the contract will take effect at the end of the guarantee of the installed software.

16.2 Updates: Without *Particular Conditions* detailed in the **Updates contract**, the contract will take effect at the end of the guarantee of the installed software.

The receipt by the seller of an order from the licensee or the **Maintenance contract** or the **Updates contract** signed by the licensee, the former and/or the latter has value of acceptance of these general conditions.

ARTICLE 17 - SERVICES TO BE ASSUMED BY THE SELLER

17.1 Maintenance contract: the seller takes on to supply to a technical contact identified by the licensee:

- information concerning : software evolutions, points brought to problems met or mistakes noticed by the licensee or other licensees in the application of the software or in the recommended solutions,
- delivery of the software upgrades with introduction of adjustments, adaptations, improvements not needing large modification of structure (like changing in a new version for larger applications' possibilities : the add of new applications, not purchased, to the initial version is excluded of the maintenance service.). The content of the upgrades is at seller's sole discretion,
- one transfer per year of the software to another computer (if supported by the seller) for the same "user site" and the defect protection replacement,
- a qualified technical support by exchange of email (address : support@cedrat.com) to the technical contact identified by the licensee. The seller agrees to provide appropriate responses to licensee's messages at latest 10 working days after they are received. This technical support is limited to advise and information for an optimal use of the software. It does not include the solving of the licensee's case or the delivery of specific methodologies. The seller's commitment is limited to an obligation to use all reasonable means to perform the Agreement. At the end, if it appears in a repetitive manner that errors are due either to a wrong use of the software and not to the software itself or to a lack of training of the technical contact by the licensee, the seller may inform the licensee of invoicing the next maintenance services at the seller's then current "time and material" rates,

The seller may have to come to the company of the licensee to install the software or for technical support. Engineers' fees dedicated to these tasks and travelling and living expenses, during the maintenance period, are paid by the licensee.

The support service would not substitute the training course.

17.2 Updates contract: the seller takes on to supply to a technical contact identified by the licensee :

- information concerning : software evolutions, points brought to problems met or mistakes noticed by the licensee or other licensees in the application of the software or in the recommended solutions,
- delivery of the software upgrades with introduction of adjustments, adaptations, improvements not needing large modification of structure (like changing in a new version for larger applications' possibilities : the add of new applications, not purchased, to the initial version is excluded of the maintenance service). The content of the upgrades is at the seller's sole discretion,
- one transfer per year of the software to another computer (if supported by the seller) for the same "user site" and the defect protection replacement,

The seller may have to come to the company of the licensee to install the software or for technical support. Engineers' fees dedicated to these tasks and travelling and living expenses, during the maintenance period, are paid by the licensee.

17.3 Limitations : the seller shall have no obligation to insure the services connected either to Maintenance, Updates or Guarantee in the following cases :

- if the licensee has no technical contact trained to the software in the past two years, or
- if the licensee has not installed all the software upgrades delivered by the seller, or
- if the licensee cannot supply the data or information needed to identify the malfunction, or
- if the software has been modified by a third party, non authorised by the seller, or
- in case of interconnection of the Software with products non agreed by the seller, or
- if the software is installed in an operating environment not mentioned in the documentation
- if the computer system of the licensee is not upgraded in accordance to the specifications required by the software or the new releases distributed by the seller.

ARTICLE 18 - RENEWAL CONDITIONS

Except *Particular Conditions* detailed in the **Maintenance contract** or in the **Updates contract** of the software, this contract is concluded for one year and is renewed year after year by tacit contract to renew, unless the seller receives a certified letter, for termination, three months before the end of the term of the contract. Without this termination, the invoice for the following annual period will be sent to the licensee, one month before the beginning of the period, to leave him time to prepare an order for the delivery of the service for this new annual period.

ARTICLE 19 - PRICE REVISION

Annual maintenance and updates contract prices are revised according to the evolution of the labour and material cost in the twelve previous months, except in case of special conditions specified in the **Maintenance contract** or in the **Updates contract**.

ARTICLE 20 - FINANCIAL CONDITIONS

Except special conditions specified in the *Particular Conditions* of the **Maintenance contract** or the **Updates contract**, dues will be paid at the beginning of the annual period of the contract. Any delay of payment will incur an interest on overdue payments. This moratorial interest will represent 3 times the legal interest rate. Moreover the seller will be in the position not to provide any support service until dues are paid.

TRAINING

These General Terms of Sale apply to all intercompany and intra-company training courses.

DEFINITIONS

- Intercompany courses: off-the-peg courses delivered on our premises
- Intra-company courses: made-to-measure courses organised on our premises or on the customer's premises

REGISTRATION

For all intercompany and intra-company training courses, registrations are considered firm by the training organisation once the registration form has been received by fax, post or e-mail, at least two weeks before the course begins.

Confirmation of the training event taking place:

The training organisation guarantees that the course will take place upon receipt of a total of 3 registrations, **at least two weeks before the course is due** to take place.

CONTRACTUAL DOCUMENTS

The training organisation will send two copies of a professional training contract (for French companies) to the Customer, as required by law. The Customer will then return a signed copy of the contract as soon as possible to the training Organisation, bearing the company's stamp. An attendance certificate is sent to the training department at the end of the course.

CANCELLATION CONDITIONS

Due to the customer:

Cancellation notification must be sent by the Customer to the training organisation at latest two weeks before the course is due to begin.

Any cancellation within 2 weeks of the start of the course will result in the Customer being invoiced for 20% of the cost of the course.

For any absence not notified or justified, 100% of the cost of the course is payable. In the event of an employee not being able to attend the training, the Customer has the right to replace that employee by another, of a similar profile and with similar needs.

Due to the training organisation:

If there are not sufficient participants to make the course viable from a teaching standpoint, the training organisation reserves the right to cancel the event, at least two weeks before the course is due to begin.

PRICES

For intercompany courses, prices appear in the catalogue excl. VAT, and are valid until December 31st 2016. University participants (students and teachers) qualify for a 20% discount.

For intra-company courses, prices and validity dates are indicated in the quote sent to the Customer.

Prices include teaching costs, documents and course materials and, for courses taking place on the training organisation's premises, lunch and coffee break.

Any course begun is due in full.

TERMS OF PAYMENT

Terms of payment are specified in the quote and the professional training contract.

COMPETENT COURTS

In the case of dispute, and in the absence of an out-of-court settlement, the sole competent jurisdiction will be the Court of Grenoble.

Written in Meylan on the 1st of August 2016