

**Altair Engineering Inc. Software License Agreement
Altair Unlimited – Virtual Appliance Rider**

This Rider contains the terms and conditions that govern Licensee’s access to and use of the Altair Unlimited – Virtual Appliance (“AUL-VA”) offering available from Altair Engineering Inc. (“Altair”). This Rider takes effect when Licensee’s representative either (i) signs this Rider or clicks an “I Accept” button or check box presented with these terms or, if earlier, (ii) when Licensee uses AUL-VA offering (the “Effective Date”). The party signing this Rider or checking the “I Accept” button represents to Altair (i) that she/he is lawfully able to enter into contracts and (ii) that she/he has is a representative or and has legal authority to bind Licensee to these terms.

1 Definitions.

- 1.1 “Agreement” means the respective Altair standard terms and conditions presented upon access to or installation of the Products (“Clickwrap Agreement”). In the event Lessee has a current and valid negotiated license agreement on file with Altair or an authorized reseller (“Master Agreement”), then such Master Agreement shall take precedence over the Clickwrap Agreement and govern use of the Products.
- 1.2 “Altair Privacy Policy” shall mean the current Altair privacy policy referenced on the Altair corporate website.
- 1.3 “AUL-VA” means the Altair Unlimited-Virtual Appliance, a hosted cloud computing offering sourced by Altair from a Cloud Provider which allows Licensee to extend the use of certain Altair Software products and/or (ii) ISV Software, on the hardware, software and platforms available from said Cloud Provider, which collectively make up AUL-VA.
- 1.4 “Cloud Provider” a third party cloud service provider from which Altair has sourced cloud based computing resources, inclusive of hardware, software and platforms, upon which AUL-VA offering may be hosted.
- 1.5 “Defined Terms” means, except as defined herein or otherwise required by the context this Rider, all capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 1.6 “Licensee Data” means any electronic information (i) provided or submitted by Licensee to AUL-VA, (ii) created or generated as a result of Licensee’s use of AUL-VA; and/or (ii) stored on AUL-VA.
- 1.7 “Rider” means these terms and conditions which supplement the terms and conditions of the Agreement.

2 Access to AUL-VA

- 2.1 The Products are located on AUL-VA Appliance. Licensee may use its existing licenses of the Products or purchase additional licenses to use with AUL-VA.
- 2.2 Licensee must have a high-speed Internet connection and hardware that is compatible with AUL-VA, as set out in the Documentation, if any. Meeting the minimum requirements is the responsibility of the Licensee.
- 2.3 Altair may upgrade and update AUL-VA over time. While some of these changes will occur automatically, others may require Licensee to schedule and implement the changes. The changes may also mean that Licensee may need to upgrade its equipment in order to make efficient use of AUL-VA. Altair will provide Licensee with advance notification of any changes which may require such upgrades.

3 Conditions of Use

- 3.1 Altair grants Licensee a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use AUL-VA, which extends the capability for Licensee to use the Products on AUL-VA. Usage of AUL-VA is solely for Licensee’s business use only.
- 3.2 Licensee’s access to and use of AUL-VA is, at all times, subject to the terms of the Agreement and this Rider.
- 3.3 Except as provided herein, Licensee obtains no rights under this Rider or the Agreement from Altair or its licensors to the AUL-VA offering, including, but not limited to, any related intellectual property rights associated therewith.
- 3.4 In the event that additional compute capability is needed to meet Licensees’ demands, Altair may source AUL-VA services from alternative Cloud Providers which offer cloud computing resources to handle peak demand. Licensee hereby acknowledges and agrees (i) that Altair’s use of such services available from Cloud Provider(s) is permissible under this Rider; and (ii) Licensee’s access to and use of AUL-VA is, at all times, subject to the terms of the Agreement, this Rider and the applicable terms and conditions of the service offered by the Cloud Provider (“Cloud Provider Terms”). Licensee further acknowledges and agrees that its access to and use of AUL-VA shall be deemed acceptance of such Cloud Provider Terms.

4 Licensee Data

- 4.1 Consistent with the Agreement, Licensee is solely responsible for the content and accuracy of all Licensee Data and use of data and results generated from Licensee's use of AUL-VA. Altair has no obligation to modify or add any information to the Licensee Data.
- 4.2 Altair shall use Licensee Data only as necessary to carry out its obligations under the Agreement and this Rider, and for no other purpose, except that Altair (a) may observe and report back to Licensee on Licensee's usage of AUL-VA, and make recommendations for improved usage of AUL-VA; and b) may identify trends and report on its findings provided the reports include anonymized data.
- 4.3 Altair shall comply with the principles of the various laws and regulations, including but not limited to GDPR and any successor legislation, in relation to any "personal data" received by or originating from Licensee and Licensee clients, to the extent that GDPR applies to "data processors".
- 4.4 Altair shall take reasonable technical and organizational measures, consistent with Altair's Privacy Policy and Cloud Provider's requirements, if any, to keep personal data of Licensee's AUL-VA users secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access.

5 Termination

- 5.1 Either party may terminate a particular Quote/Proposal if the other party breaches any material term of the the Agreement or this Rider and such breach is not cured within 30 days of receipt of written notice.
- 5.2 Upon completion or termination of Licensee's access to or use of AUL-VA, Altair will make all Licensee Data available for download by Licensee for a period of ten (10) days. If Licensee fails or elects to not download such Licensee Data, Altair shall remove said Licensee Data from AUL-VA. Altair has no obligation to retain Licensee Data after expiration of said ten (10) day period. However, Altair may retain Licensee Data in backup media for an additional period of up to 12 months, or longer if required by law, and for dispute resolution purposes.

6 Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS RIDER, AUL-VA IS PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND ALTAIR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALTAIR DOES NOT WARRANT THAT THE USE OF THE AUL-VA WILL BE UNINTERRUPTED OR ERROR-FREE.

7 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS RIDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF AUL-VA, PRODUCTS AND DOCUMENTATION NECESSARY TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF AUL-VA. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT QUOTE/PROPOSAL SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY LICENSEE TO ALTAIR UNDER SUCH RELEVANT QUOTE/PROPOSAL DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN ALTAIR AND LICENSEE AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO ALTAIR.

8 Miscellaneous

- 8.1 This Rider together with the applicable Quote/Proposal, the Agreement and the transactional information on Licensee's order document – (a) item(s) ordered; (b) pricing; (c) quantity; (d) delivery instructions and (e) invoicing directions - represent the entire agreement of the parties for AUL-VA, and supersede any prior or current understandings, whether written or oral.
- 8.2 If there is a conflict between the Agreement, this Rider and a Quote/Proposal, the order of precedence shall be (a) Rider, (b) Quote/Proposal, and (c) Agreement. In the event of any conflict between the terms of this Agreement and any terms and conditions on a Licensee purchase order or comparable document, the terms of this Agreement shall prevail. Any supplemental, additional, or different terms on any purchase document issued by Licensee beyond the transactional items (referenced in section 8.1 above) are not binding on the parties, and shall be null and void.

8.3 This Rider may not be changed or any part waived except in writing by authorized representatives of the parties.

9 Translation.

Any translation of this Rider is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Rider shall govern.

Altair Engineering Inc.

License:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____