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**EDUCATIONAL SOFTWARE LICENSE AGREEMENT**

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- (a) Either party may terminate this Agreement upon 10 days prior written notice to the other party upon material breach by the other party of any of the terms or conditions hereof.
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- (c) Upon termination of this Agreement, the Licensee shall not make, and shall not allow any person or entity to make, any further use of the Software, and shall within 10 days of such termination, return the Software, and any copies made thereof, and any documents relating to the Software supplied hereunder, to Altair.
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- 15. Notices.** All notices or letters hereunder shall be deemed duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, as set forth on the Order Form hereto, or to such other address any party shall designate to the other party in the manner herein set forth.
- 16. Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Michigan, without regard to its conflict of laws principles. The parties agree that all disputes shall be subject to the jurisdiction of courts in the State of Michigan. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 17. Entire Agreement.** This Agreement, including the Order Form attached hereto, constitutes the entire agreement between the parties, and supersedes all prior oral and written agreements and understandings relating thereto. No changes or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. In the event of any conflict between the terms of this Agreement and any Purchase Order, the terms of this Agreement shall prevail. Each party agrees any additional terms on any Purchase Order are not binding.
- 18. Non-Transferability.** The Licensee's rights under this Agreement shall not be assigned, sublicensed, or otherwise transferred without the prior written consent of Altair. Any attempted assignment, sublicense, or transfer shall be void.

The foregoing, including the Order Form are agreed to by Licensee and accepted by Altair. This Agreement is effective \_\_\_\_\_.

ACCEPTED BY:

**ALTAIR ENGINEERING, INC. acting through its authorized Reseller Altair Engineering GmbH**  
 ("Licensor")

\_\_\_\_\_  
 ("Licensee")

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_