

Altair Engineering, Inc. - Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT, including the Order Form and the Additional Terms (together the "Agreement"), shall be effective as of November 5th, 2012 (the "Effective Date") and is between ALTAIR ENGINEERING, INC., 1820 E. Big Beaver Road, Troy, MI 48083-2031, USA a Michigan corporation or its authorized reseller ("Altair"), and Resortes y Partes S.A. de C.V. (the "Licensee") located at Guizár y Valencia No. 14 Col. San Andrés Alotz; CP 53500 Naucalpan de Juárez, Edo. De México, México. Altair and Licensee, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below for purposes of this Agreement:

Additional Terms. Additional Terms are those terms and conditions which are determined by an Altair Subsidiary to meet local market conditions.

Documentation. Documentation provided by Altair or its resellers on any media for use with the Products.

Execute. To load Software into a computer's RAM or other primary memory for execution by the computer.

Global Zone: Software is licensed based on three Global Zones: the Americas, Europe and Asia-Pacific. When Licensee has Licensed Workstations located in multiple Global Zones, which are connected to a single License (Network) Server, a premium is applied to the standard Software License pricing for a single Global Zone.

ISV/Independent Software Vendor. A software company providing its products, ("ISV Software") to Altair's Licensees through the Altair License Management System using Altair License Units.

License Log File. A computer file providing usage information on the Software as gathered by the Software.

License Management System. The license management system (LMS) that accompanies the Software and limits its use in accordance with this Agreement, and which includes a License Log File.

License (Network) Server. A network file server that Licensee owns or leases located on Licensee's premises and identified by machine serial number and/or HostID on the Order Form.

License Units. A parameter used by the LMS to determine usage of the Software permitted under this Agreement at any one time.

Licensed Workstations. Single-user computers located in the same Global Zone(s) that Licensee owns or leases that are connected to the License (Network) Server via local area network or Licensee's private wide-area network.

Maintenance Release. Any release of the Products made generally available by Altair to its Licensees with annual leases, or those with perpetual licenses who have an active maintenance agreement in effect, that corrects programming errors or makes other minor changes to the Software. The fees for maintenance and support services are included in the annual license fee but perpetual licenses require a separate fee.

Order Form. Altair's standard form in either hard copy or electronic format that contains the specific parameters (such as identifying Licensee's contracting office, License Fees, Software, Support, and License (Network) Servers) of the transaction governed by this Agreement.

Products. Products include Altair Software, ISV Software, and/or Suppliers' software; and Documentation related to all of the foregoing.

Proprietary Rights Notices. Patent, copyright, trademark or other proprietary rights notices applied to the Products, packaging or media.

Software. The Altair software identified in the Order Form and any Updates or Maintenance Releases.

Subsidiary. Subsidiary means any partnership, joint venture, corporation or other form of enterprise in which a party possesses, directly or indirectly, an ownership interest of fifty percent (50%) or greater, or managerial or operational control.

Suppliers. Any person, corporation or other legal entity which may provide software or documents which are included in the Software.

Support. The maintenance and support services provided by Altair pursuant to this Agreement.

Templates. Human readable ASCII files containing machine-interpretable commands for use with the Software.

Term. The term of licenses granted under this Agreement. Annual licenses shall have a 12-month term of use unless stated otherwise on the Order Form. Perpetual licenses shall have a term of twenty-five years. Maintenance agreements for perpetual licenses have a 12-month term.

Update. A new version of the Products made generally available by Altair to its Licensees that includes additional features or functionalities but is substantially the same computer code as the existing Products.

2. **LICENSE GRANT.** Subject to the terms and conditions set forth in this Agreement, Altair hereby grants Licensee, and Licensee hereby accepts, a limited, non-exclusive, non-transferable license to: a) install the Products on the License (Network) Server(s) identified on the Order Form for use only at the sites identified on the Order Form; b) execute the Products on Licensed Workstations in accordance with the LMS for use solely by Licensee's employees, or its onsite Contractors who have agreed to be bound by the terms of this Agreement, for Licensee's internal business use on Licensed Workstations within the Global Zone(s) as identified on the Order Form and for the term identified on the Order Form; c) make backup copies of the Products, provided that Altair's and its Suppliers' and ISV's Proprietary Rights Notices are reproduced on each such backup copy; d) freely modify and use Templates, and create interfaces to Licensee's proprietary software for internal use only using APIs provided that such modifications shall not be subject to Altair's warranties, indemnities, support or other Altair obligations under this Agreement; and e) copy and distribute Documentation inside Licensee's organization exclusively for use by Licensee's employees and its onsite Contractors who have agreed to be bound by the terms of this Agreement. A copy of the License Log File shall be made available to Altair automatically on no less than a monthly basis. In the event that Licensee uses a third party vendor for information technology (IT) support, the IT company shall be permitted to access the Software only upon its agreement to abide by the terms of this Agreement. Licensee shall indemnify, defend and hold harmless Altair for the actions of its IT vendor(s).

3. **RESTRICTIONS ON USE.** Notwithstanding the foregoing license grant, Licensee shall not do (or allow others to do) any of the following: a) install, use, copy, modify, merge, or transfer copies of the Products, except as expressly authorized in this Agreement; b) use any back-up copies of the Products for any purpose other than to replace the original copy provided by Altair in the event it is destroyed or damaged; c) disassemble, decompile or "unlock", reverse translate, reverse engineer, or in any manner decode the Software or ISV Software for any reason; d) sublicense, sell, lend, assign, rent, distribute, publicly display or publicly perform the Products or Licensee's rights under this Agreement; e) allow use outside the Global Zone(s) or User Sites identified on the Order Form; f) allow third parties to access or use the Products such as through a service bureau, wide area network, Internet location or time-sharing arrangement

except as expressly provided in Section 2(b); g) remove any Proprietary Rights Notices from the Products; h) disable or circumvent the LMS provided with the Products; or (i) link any software developed, tested or supported by Licensee or third parties to the Products (except for Licensee's own proprietary software solely for Licensee's internal use). **The Software licensed hereunder may not be used for the design, development, production or use of nuclear, chemical or biological weapons or missiles unless Licensee has first obtained all required approvals and export licenses as may be required by the US Government.**

4. OWNERSHIP AND CONFIDENTIALITY. Licensee acknowledges that all applicable rights in patents, copyrights, trademarks, service marks, and trade secrets embodied in the Products are owned by Altair and/or its Suppliers or ISVs. Licensee further acknowledges that the Products, and all copies thereof, are and shall remain the sole and exclusive property of Altair and/or its Suppliers and ISVs. This Agreement is a license and not a sale of the Products. Altair retains all rights in the Products not expressly granted to Licensee herein. Licensee acknowledges that the Products are confidential and constitute valuable assets and trade secrets of Altair and/or its Suppliers and ISVs. Licensee agrees to take the same precautions necessary to protect and maintain the confidentiality of the Products as it does to protect its own information of a confidential nature but in any event, no less than a reasonable degree of care, and shall not disclose or make them available to any person or entity except as expressly provided in this Agreement. Licensee shall promptly notify Altair in the event any unauthorized person obtains access to the Products. If Licensee is required by any governmental authority or court of law to disclose Altair's or its ISV's or its Suppliers' confidential information, then Licensee shall immediately notify Altair before making such disclosure so that Altair may seek a protective order or other appropriate relief. Licensee's obligations set forth in Section 3 and Section 4 of this Agreement shall survive termination of this Agreement for any reason. Altair's Suppliers and ISVs, as third party beneficiaries, shall be entitled to enforce the terms of this Agreement directly against Licensee as necessary to protect Supplier's intellectual property or other rights.

Altair and its resellers providing support and training to licensed end users of the Products shall keep confidential all Licensee information provided to Altair in order that Altair may provide Support and training to Licensee. Licensee information shall be used only for the purpose of assisting Licensee in its use of the licensed Products. Altair agrees to take the same precautions necessary to protect and maintain the confidentiality of the Licensee information as it does to protect its own information of a confidential nature but in any event, no less than a reasonable degree of care, and shall not disclose or make them available to any person or entity except as expressly provided in this Agreement.

5. MAINTENANCE AND SUPPORT. **Maintenance.** Altair will provide Licensee, at no additional charge for annual licenses and for a maintenance fee for paid-up licenses, with Maintenance Releases and Updates of the Products that are generally released by Altair during the term of the licenses granted under this Agreement, except that this shall not apply to any Term or Renewal Term for which full payment has not been received. Altair does not promise that there will be a certain number of Updates (or any Updates) during a particular year. If there is any question or dispute as to whether a particular release is a Maintenance Release, an Update or a new product, the categorization of the release as determined by Altair shall be final. Licensee agrees to install Maintenance Releases and Updates promptly after receipt from Altair. Maintenance Releases and Updates are subject to this Agreement. Altair shall only be obligated to provide support and maintenance for the most current release of the Software and the most recent prior release. **Support.** Altair will provide support via telephone

and email to Licensee at the fees, if any, as listed on the Order Form. If Support has not been procured for any period of time for paid-up licenses, a reinstatement fee shall apply. Support consists of responses to questions from Licensee's personnel related to the use of the then-current and most recent prior release version of the Software. Licensee agrees to provide Altair with sufficient information to resolve technical issues as may be reasonably requested by Altair. Licensee agrees to the best of its abilities to read, comprehend and follow operating instructions and procedures as specified in, but not limited to, Altair's Documentation and other correspondence related to the Software, and to follow procedures and recommendations provided by Altair in an effort to correct problems. Licensee also agrees to notify Altair of a programming error, malfunction and other problems in accordance with Altair's then current problem reporting procedure. If Altair believes that a problem reported by Licensee may not be due to an error in the Software, Altair will so notify Licensee. Questions must be directed to Altair's specially designated telephone support numbers and email addresses. Support will also be available via email at Internet addresses designated by Altair. Support is available Monday through Friday (excluding holidays) from 8:00 a.m. to 5:00 p.m. local time in the Global Zone where licensed, unless stated otherwise on the Order Form. **Exclusions.** Altair shall have no obligation to maintain or support (a) altered, damaged or Licensee-modified Software, or any portion of the Software incorporated with or into other software not provided by Altair; (b) any version of the Software other than the current version of the Software or the immediately prior release of the Software; (c) problems caused by Licensee's negligence, abuse or misapplication of Software other than as specified in the Documentation, or other causes beyond the reasonable control of Altair; or (d) Software installed on any hardware, operating system version or network environment that is not supported by Altair. Support also **excludes** configuration of hardware, non-Altair Software, and networking services; consulting services; general solution provider related services; and general computer system maintenance.

6. WARRANTY AND DISCLAIMER. Altair warrants for a period of ninety (90) days after Licensee initially receives the Software that the Software will perform under normal use substantially as described in then current Documentation. Supplier software included in the Software and ISV Software provided to Licensee shall be warranted as stated by the Supplier or the ISV. Copies of the Suppliers' and ISV's terms and conditions of warranty are available on the Altair Support website. Support services shall be provided in a workmanlike and professional manner, in accordance with the prevailing standard of care for consulting support engineers at the time and place the services are performed.

ALTAIR DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. ALTAIR EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES NOT STATED HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK FOR THE PERFORMANCE, NON-PERFORMANCE OR RESULTS OBTAINED FROM USE OF THE PRODUCTS RESTS WITH LICENSEE AND NOT ALTAIR. ALTAIR MAKES NO WARRANTIES WITH RESPECT TO THE ACCURACY, COMPLETENESS, FUNCTIONALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF ANY DESIGN, PROTOTYPE OR FINAL PRODUCT DEVELOPED BY LICENSEE USING THE PRODUCTS.

7. **INDEMNITY.** Altair will defend and indemnify, at its expense, any claim made against Licensee based on an allegation that the Software infringes a patent or copyright ("Claim"); provided, however, that this indemnification does not include claims which are based on Supplier software or ISV software, and that Licensee has not materially breached the terms of this Agreement. Licensee notifies Altair in writing within ten (10) days after Licensee first learns of the Claim; and Licensee cooperates fully in the defense of the claim. Altair shall have sole control over such defense; provided, however, that it may not enter into any settlement binding upon Licensee without Licensee's consent, which shall not be unreasonably withheld. If a Claim is made, Altair may modify the Software to avoid the alleged infringement, provided however, that such modifications do not materially diminish the Software's functionality. If such modifications are not commercially reasonable or technically possible, Altair may terminate this Agreement and refund to Licensee the prorated license fee that Licensee paid for the then current Term. Perpetual licenses shall be pro-rated over a 36-month term. Altair shall have no obligation under this Section 7, however, if the alleged infringement arises from Altair's compliance with specifications or instructions prescribed by Licensee, modification of the Software by Licensee, use of the Software in combination with other software not provided by Altair and which use is not specifically described in the Documentation, and if Licensee is not using the most current version of the Software, if such alleged infringement would not have occurred except for such exclusions listed here. This section 7 states Altair's entire liability to Licensee in the event a Claim is made. No indemnification is made for Supplier and/or ISV Software.

8. **LIMITATION OF REMEDIES AND LIABILITY.**

Licensee's exclusive remedy (and Altair's sole liability) for Software that does not meet the warranty set forth in Section 6 shall be, at Altair's option, either (i) to correct the nonconforming Software within a reasonable time so that it conforms to the warranty; or (ii) to terminate this Agreement and refund to Licensee the license fees that Licensee has paid for the then current Term for the nonconforming Software; provided, however that Licensee notifies Altair of the problem in writing within the applicable Warranty Period when the problem first occurs. Any corrected Software shall be warranted in accordance with Section 6 for ninety (90) days after delivery to Licensee. The warranties hereunder are void if the Software has been improperly installed, misused, or if Licensee has violated the terms of this Agreement.

Altair's entire liability for all claims arising under or related in any way to this Agreement (regardless of legal theory), shall be limited to direct damages, and shall not exceed, in the aggregate for all claims, the license and maintenance fees paid under this Agreement by Licensee in the 12 months prior to the claim on a prorated basis, except for claims under Section 7. **ALTAIR AND ITS SUPPLIERS AND ISVS SHALL NOT BE LIABLE TO LICENSEE OR ANYONE ELSE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER (INCLUDING LOSS OF PROFITS OR DATA, DEFECTS IN DESIGN OR PRODUCTS CREATED USING THE SOFTWARE, OR ANY INJURY OR DAMAGE RESULTING FROM SUCH DEFECTS, SUFFERED BY LICENSEE OR ANY THIRD PARTY) EVEN IF ALTAIR OR ITS SUPPLIERS OR ITS ISVS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Licensee acknowledges that it is solely responsible for the adequacy and accuracy of the input of data, including the output generated from such data, and agrees to defend, indemnify, and hold harmless Altair and its Suppliers and ISVs from any and all claims, including reasonable attorney's fees, resulting from, or in connection with Licensee's use of the Software. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2)

years after the cause of action has accrued, except for actions related to unpaid fees.

9. **UNITED STATES GOVERNMENT RESTRICTED RIGHTS.**

This section applies to all acquisitions of the Products by or for the United States government. By accepting delivery of the Products except as provided below, the government or the party procuring the Products under government funding, hereby agrees that the Products qualify as "commercial" computer software as that term is used in the acquisition regulations applicable to this procurement and that the government's use and disclosure of the Products is controlled by the terms and conditions of this Agreement to the maximum extent possible. This Agreement supersedes any contrary terms or conditions in any statement of work, contract, or other document that are not required by statute or regulation. If any provision of this Agreement is unacceptable to the government, Vendor may be contacted at Altair Engineering, Inc., 1820 E. Big Beaver Road, Troy, MI 48083-2031; telephone (248) 614-2400. If any provision of this Agreement violates applicable federal law or does not meet the government's actual, minimum needs, the government agrees to return the Products for a full refund.

For procurements governed by DFARS Part 227.72 (OCT 1998), the Software, except as described below, is provided with only those rights specified in this Agreement in accordance with the Rights in Commercial Computer Software or Commercial Computer Software Documentation policy at DFARS 227.7202-3(a) (OCT 1998). For procurements other than for the Department of Defense, use, reproduction, or disclosure of the Software is subject to the restrictions set forth in this Agreement and in the Commercial Computer Software - Restricted Rights FAR clause 52.227-19 (June 1987) and any restrictions in successor regulations thereto.

Portions of Altair's PBS Professional Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision(c)(1)(ii) of the rights in the Technical Data and Computer Software clause in DFARS 252.227-7013, or in subdivision (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable.

10. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and construed under the laws of the state of Michigan, without regard to that state's conflict of laws principles except if the state of Michigan adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. 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. Each Party waives its right to a jury trial in the event of any dispute arising under or relating to this Agreement. Each party agrees that money damages may not be an adequate remedy for breach of the provisions of this Agreement, and in the event of such breach, the aggrieved party shall be entitled to seek specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of this Agreement.

11. **PAYMENT.** Licensee shall pay in full the fee for licensed Software and Support within thirty (30) days of receipt of the invoice. Past due fees shall bear interest at the rate of five percent (5%).

Altair may condition its delivery of any Maintenance Release or Update to Licensee on Licensee's having paid all amounts then owed to Altair.

Fees do not include taxes or duties and Licensee is responsible for paying (or for reimbursing Altair if Altair is required to pay) any federal, state or local taxes, or duties imposed on this License or the

possession or use by Licensee of the Software excluding, however, all taxes on or measured by Altair's net income. Altair shall be entitled to its reasonable costs of collection (including attorneys fees and interest) if license fees are not paid to it on a timely basis.

Payment Address: Payable in US-Dollar currency to:

Altair Engineering, Inc.
Dept 771419
P.O. Box 77000
Detroit, MI 48277-1419

12. **TERM.** For annual licenses, or Support provided for perpetual licenses, renewal shall be automatic for each successive year ("Renewal Term"), upon mutual written execution of a new Order Form. All charges and fees for each Renewal Term shall be set forth in the Order Form executed for each Renewal Term. All Software licenses procured by Licensee may be made coterminous at the written request of Licensee and the consent of Altair.

13. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days prior written notice upon the occurrence of a default or material breach by the other party of its obligations under this Agreement (except for a breach by Altair of the warranty set forth in Section 6 for which a remedy is provided under Section 8; or a breach by Licensee of Section 3 or Section 4 for which no cure period is provided and Altair may terminate this Agreement immediately) if such default or breach continues for more than thirty (30) days after receipt of such notice. Upon termination of this Agreement, Licensee must cease using the Software and, at Altair's option, return all copies to Altair, or certify it has destroyed all such copies of the Software and Documentation.

14. **GENERAL PROVISIONS. Export Controls.** Licensee acknowledges that the Products may be subject to the export control laws and regulations of the United States and other countries, and any amendments thereof. Licensee agrees that Licensee will not directly or indirectly export the Products into any country or use the Products in any manner except in compliance with all applicable U.S. and other countries export laws and regulations. **Notice.** All notices given by

one party to the other under the Agreement shall be sent by certified mail, return receipt requested, or by overnight courier, to the respective addresses set forth in this Agreement or to such other address either party has specified in writing to the other. All notices shall be deemed given upon actual receipt. **Assignment.** Neither party shall assign this Agreement without the prior written consent of other party, which shall not be unreasonably withheld. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. **Waiver.** The failure of a party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of the right of the party thereafter to enforce any such provisions. **Severability.** If any provision of this Agreement is found void and unenforceable, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law, and all remaining provisions shall continue to be valid and enforceable. **Headings.** The section headings contained in this Agreement are for convenience only and shall not be of any effect in constructing the meanings of the Sections. **Modification.** No change or modification of this Agreement will be valid unless it is in writing and is signed by a duly authorized representative of each party. **Conflict.** 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. Moreover, each party agrees any additional terms on any Purchase Order or comparable document other than the transaction items of (a) item(s) ordered; (b) pricing; (c) quantity; (d) delivery instructions and (e) invoicing directions, are not binding on the parties. In the event of a conflict between the terms of this Agreement, and the Additional Terms, the Agreement shall take precedence. **Entire Agreement.** This Agreement, the Additional Terms, and the Order Form(s) attached hereto constitute the entire understanding between the parties related to the subject matter hereto, and supersedes all proposals or prior agreements, whether written or oral, and all other communications between the parties with respect to such subject matter. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument. **Execution.** Copies of this Agreement executed via original signatures, facsimile or email shall be deemed binding on the parties.

IN WITNESS WHEREOF, the parties have duly executed this Software License Agreement as of the Effective Date.

ALTAIR ENGINEERING, INC.
("Altair")

Signature: _____

Print Name: Ottmar Kappes

Title: Country Manager

Date: November 5th, 2012

RESORTES Y PARTES SA DE CV
("Licensee")

Signature: _____

Name: Jose Oldak

Title: Director

Date: November 5th, 2012