

AUTOFORM SOFTWARE LICENSE AND MAINTENANCE TERMS

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1. License Grant

1.1 AF hereby grants Licensee for the applicable license period specified in the applicable offer ("Initial Period" or "Renewal Period") and in accordance with the type of license chosen ("Node-Locked License" or "Floating License" as defined in each offer) a limited, non-exclusive, non-transferable, revocable license to Use the software identified in the applicable offer, in object code form, in the version existing as of the order date, and all updates and upgrades thereto supplied by AF to Licensee ("Licensed Software") and to Use all published documentation related to the Licensed Software, including but not limited to manuals, technical specifications and training materials, supplied by AF from time to time ("Licensed Documentation", Licensed Software and Licensed Documentation are hereinafter collectively referred to as "Licensed Product"). The intellectual property rights contained in the Licensed Product are owned by AF's affiliated company AutoForm Engineering GmbH, a company located in Switzerland ("AF-CH"), who also owns various patents protecting such intellectual property rights. ("AF Patents", as listed at <http://www.autoform.com/en/legal/>). To the extent necessary for Use of the Licensed Product and solely in connection with the Licensed Product, AF, duly authorized by AF-CH, hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the AF Patents for the applicable license period.

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1.2 Unless explicitly stated herein, no right, title, license, interest or any other proprietary rights, express, implied or otherwise, in or to the Licensed Product or modifications thereof are granted to Licensee. Licensee acknowledges and agrees that, except for content from unrelated third party contained therein, Licensed Product and all copies thereof and any corrections, derivative works or other modifications are AF's exclusive property and constitute a valuable trade secret.

2. Supply and Installation

2.1 As of the license start date specified in the applicable offer, AF shall provide Licensee with the Licensed Product and with a temporary license key which allows Licensee to temporarily Use the Licensed Product from the start date of the Initial Period or of any successive Renewal Period until the payment date of such period (specified in the applicable offer), but which does not imply any right to reject the Licensed Product. Upon receipt of full payment of the license fee/s set forth in the applicable offer, AF shall provide Licensee with a full license key that allows Licensee to Use Licensed Product for the respective license period. Licensee shall be responsible for the installation of the Licensed Software on the Designated Equipment located at Licensee's facility identified in the applicable offer ("Permitted Facility").

2.2 Upon expiration of any current license term, AF at its sole discretion may change the availability of the Licensed Software for Designated Equipments (hardware platforms and/or operating systems) with one hundred and eighty (180) days advance written notice to Licensee.

2.3 Licensee may submit to AF a written request to change the Designated Equipment. Such request shall specify both the former and the future Designated Equipment including serial number and processor type and may be accepted by AF at its sole discretion. Licensee is required to give written certification to AF that the Licensed Software is no longer Used on the former Designated Equipment. Any further Use of the Licensed Software on the former Designated Equipment by Licensee shall entitle AF to charge an additional license fee; in case the former Designated Equipment is a license server AF shall be entitled to charge license fees for each and any Floating License related to such license server.

3. Maintenance and Support

During the applicable license term, AF (directly or through a designated third party) shall provide Licensee with instructions and advice regarding the installation and Use of the Licensed Software and shall by means of telephone, e-mail, internet or telefax communication during AF's normal business hours assist Licensee in diagnosing errors, malfunctions and defects of the Licensed Software (excluding unexpected, inaccurate or invalid results obtained) to perform any material function specified in

the Licensed Documentation, and shall use reasonable efforts to correct them or to offer work-around suggestions ("Maintenance Services"). Maintenance Services include assistance necessary in connection with, but do not include correction of third party Licensed Products and do not include assistance necessary as a result of Licensee's not Using the Licensed Product in accordance with this Agreement or the Licensed Documentation. AF is only obliged to provide Maintenance Services for the most current Licensed Product version. Maintenance Services for any other version are provided at AF's sole discretion.

4. Duties of Licensee

4.1 Licensee shall permit only properly trained, qualified and authorized employees to Use the Licensed Software in accordance with this Agreement.

4.2 Licensee shall provide AF with all information, documentation, technical assistance and access to the Designated Equipment as AF may require in order to perform its duties set forth in Section 3 hereof and/or to verify compliance by Licensee with the terms and conditions of this Agreement. AF shall be released from its obligations under Section 3 if Licensee is unable or otherwise fails to provide AF with the foregoing.

4.3 Licensee shall not compute any simulations with the Licensed Product on behalf of competitors of AF, nor provide any competitors with results of any simulations computed with the Licensed Product.

4.4 All Licensed Products delivered under this Agreement are subject to local export control laws and regulations, and may be subject to export or import laws and regulations of other countries.

4.5 Licensee may copy the Licensed Product in whole or in part for back-up purposes only and may not use such copy for any purpose other than to replace a damaged copy. All copies of the Licensed Product, in whole or in part, shall contain all of AF's restrictive and proprietary notices as they appear on the Licensed Product provided by AF.

4.6 Licensee agrees not to modify, reverse engineer, translate, disassemble or decompile the Licensed Product or any portion thereof except to the extent that this restriction is expressly prohibited by applicable law.

4.7 Licensee accepts that, in order to prevent unlicensed use (copyright infringement / piracy) of its products, AF may through specific software features collect data in order to identify unauthorized changes to the licensing or activation functions of the Licensed Product.

4.8 Licensee agrees that AF may audit Licensee's facilities, records and Use of the Licensed Product to determine Licensee's compliance with the terms and conditions of this Agreement. Such audits shall occur after prior notice during regular business hours. If such audit reveals that Licensee has underpaid any fees due or uses Licensed Product in an unauthorized manner, Licensee shall immediately pay AF any

amounts due, together with interest for late payment of one (1) percent per month, but in no event exceeding the highest rate permitted by applicable law. Licensee shall also reimburse AF for all reasonable costs incurred in connection with the audit. In addition, AF expressly reserves the right to take legal action.

5. Fees and Other Charges

5.1 As remuneration for the Use of the Licensed Product (including the underlying AF Patents) Licensee shall pay to AF the annual license fees in advance according to Section 2.1 of this Agreement and the payment terms as set forth in the applicable offer, without offset or demand therefore, for the specified period/s of time. License fees are inflation-indexed and in case of inflation will automatically be adjusted accordingly at the beginning of a Renewal Period. In addition AF may change the license fees for any Renewal Period (e.g. price adjustment due to exchange rate fluctuations) by providing Licensee with at least ninety (90) days advance written notice prior to the end of the then-current license period.

5.2 Fees due in consideration of AF's performance of its duties under Section 3 hereof are included in the annual license fees and are not charged separately to Licensee. Any services provided outside the scope of AF's duties under Section 3 hereof shall be charged on a time and materials basis at AF's then current rate.

5.3 All applicable charges shall be due and payable to AF on the payment date of the respective period, as specified in the applicable offer. For any unpaid amounts, an interest rate for late payment of 1 percent per month but in no case exceeding the highest rate permitted by applicable law shall apply.

6. Intellectual Proprietary Rights Indemnity

6.1 Licensee shall be indemnified and defended from and against all claims that the Use of the Licensed Product (including AF Patents) by Licensee during the term of this Agreement violates any third-party intellectual property right, provided that Licensee (a) promptly notifies AF of any intellectual property infringement claim; and (b) gives AF sole control of the defense and settlement of any such claim and does not admit liability; and (c) cooperates with AF in any such defense and settlement. AF shall reimburse Licensee reasonable costs incurred in complying with the provisions of this Section 6.1.

6.2 If a Licensed Product is, or in AF's opinion is likely to become, the subject of a an infringement claim, then AF, at its sole option and expense, will either (a) obtain for Licensee the right to continue using the Licensed Product under the terms of this Agreement; (b) replace the Licensed Product with a product that is substantially equivalent in function, or modify the Licensed Product so that it becomes non-infringing and substantially equivalent in function; or (c) refund to Licensee the portion of the license fee paid to AF for the Licensed Product giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years.

6.3 AF SHALL HAVE NO LIABILITY OR INDEMNIFICATION OBLIGATION IN RESPECT TO AN INFRINGEMENT IF THE SAME RESULTS FROM ANY UNAUTHORIZED ALTERATION, MODIFICATION, OR USE OF THE LICENSED PRODUCT.

6.4 In the event that Licensee violates any intellectual property rights pertaining to the Licensed Product, Licensee agrees to indemnify, defend and hold harmless AF and/or AF-CH from and against all damages, losses, liabilities and expenses arising from or related to such violation. This obligation shall survive the expiration or termination of this Agreement. Licensee also agrees to indemnify AF in respect of any third party claim for any injury, loss, damage, or expense occasioned by or arising directly or indirectly from the Licensee's possession, operation or use of the Licensed Product except and in so far as the AF is liable as expressly provided in this Agreement.

6.5 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION 6 SET FORTH AF'S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS PERTAINING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. WARRANTY

7.1 AF DELIVERS THE LICENSED SOFTWARE MATERIALLY CORRESPONDING TO THE LICENSED DOCUMENTATION AND WILL DURING THE APPLICABLE LICENSE TERM AT ITS OWN DISCRETION CORRECT OR REPLACE IT IN CASE OF NON-COMPLIANCE PROVIDED THAT LICENSEE IS IN FULL COMPLIANCE WITH ALL APPLICABLE CONTRACTUAL TERMS. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, NO FURTHER WARRANTY IS GIVEN REGARDING PERFORMANCE OF THE LICENSED PRODUCT OR REGARDING CORRECTNESS OF THE MATERIAL DATA FILES DELIVERED FOR SIMULATION PURPOSES TOGETHER WITH THE LICENSED SOFTWARE.

7.2 LICENSEE ACKNOWLEDGES THAT LICENSED SOFTWARE USES STATE-OF-THE-ART MATHEMATICAL AND PHYSICAL ALGORITHMS THAT ARE NOT NECESSARILY PROVEN ACCURATE OR VALID AND THAT EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 7.1, THE LICENSED PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS OF THE LICENSED PRODUCT FOR A PARTICULAR PURPOSE.

7.3 LICENSEE SHALL IN ANY EVENT BE SOLELY RESPONSIBLE FOR THE SELECTION, SUITABILITY AND EFFICIENCY OF THE LICENSED PRODUCT FOR ITS INTENDED PURPOSES AND PLANNED USE AND ASSUMES ALL RISKS ARISING FROM OR RELATED TO SUCH USE AND TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW WAIVES ALL CLAIMS AGAINST AF ASSOCIATED THEREWITH.

8. Limitations of Liability

8.1 THE MAXIMUM LIABILITY OF AF ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND EACH PART THEREOF, INCLUDING ITS EXECUTION AND PERFORMANCE SHALL BE LIMITED, IF SUCH LIABILITY IS NOT THE RESULT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF AF, TO THE NET AMOUNT THE LICENSEE HAS PAID AF-IN WITH RESPECT TO THE SLMA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. AF-IN SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR MALFUNCTION OR NON-OPERATION OF THE LICENSED PRODUCT, DUE TO MALFUNCTION OR NON-PERFORMANCE OF END POINT (i.e. ELECTRONIC DEVICE OR COMPUTER RESOURCES OR RECOMMENDED EQUIPMENT OF THE LICENSEE OR USERS IN WHICH THE LICENSED PRODUCT IS MADE TO FUNCTION) WHICH ARE TO BE OBTAINED BY THE LICENSEE OR USERS.

8.2 NEITHER AF NOR LICENSEE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, CLAIMS OF THIRD PARTIES, PECUNIARY ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

8.3 TO THE EXTENT THAT A PARTY'S LIABILITY IS EXCLUDED OR LIMITED, THE SAME ALSO APPLIES TO ITS EMPLOYEES, REPRESENTATIVES, AFFILIATES AND ANY OTHER PERSONS AF EMPLOYS IN THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT.

9. Confidentiality

9.1 Licensee acknowledges that the Licensed Product and any information related to it is considered AF Confidential Information and may not be disclosed in whole or in part to anyone, except to those of Licensee's employees involved in the execution of this Agreement who are required to have the information in order for Licensee to Use the Licensed Product hereunder and who are bound by confidentiality terms at least as stringent as the ones stated herein. Upon termination of this Agreement, Licensee will delete all Confidential Information received.

9.2 Confidential Information shall not include information that (a) is or becomes public without violation of this Agreement; or (b) was known by Licensee prior to AF's disclosure of such information to Licensee as evidenced by written records; or (c) is disclosed to Licensee without any obligation of confidentiality by a third party lawfully in possession of such information.

9.3 Injunctive Relief. Licensee acknowledges that violation or threatened violation of its confidentiality obligations would cause AF or any Affiliate substantial and irreparable harm, which in addition to any other available remedies would entitle AF or an Affiliate to seek injunctive relief.

10. Term and Termination

This Agreement comes into force as of the respective order date of the respective Software Product and remains in force during the whole applicable license period unless terminated by any party in the event of a material breach by the other party that is incurable or that is not cured within thirty (30) days after receipt of written notice of such breach.

In case of termination all amounts accrued shall become immediately due and payable and any license granted hereunder shall automatically terminate. Licensee shall immediately stop Using the Licensed Product and destroy all copies, including partial copies of Licensed Product, and give written certification of such destruction to AF or, upon AF's respective request return the Licensed Product. In case of termination for cause by Licensee, AF shall refund to Licensee fees that were paid in advance for the respective license period on a linearly pro-rated basis. In all other cases, any amounts paid by Licensee under this Agreement will remain with AF.

11. Arbitration

11.1 If any dispute or difference arises between any of the parties hereto, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts which attempt shall continue for not less than 30 thirty days, gives 30 thirty days notice thereof to the other party in writing.

11.2 All disputes, differences or claims arising out of or in connection with this Agreement, including, any question regarding its existence, validity, construction, performance, termination or alleged violation which is not resolved under Clause 11.1 shall be resolved by binding arbitration.

11.3 The venue for such arbitration shall be Hyderabad, India and all proceedings shall be conducted in the English language.

11.4 The Licensee and AF shall jointly and mutually appoint a sole arbitrator acceptable to both the parties. In the event of failure to agree upon a sole arbitrator, one arbitrator shall be appointed by AF-IN and one by the Licensee. The two arbitrators so appointed shall appoint a third arbitrator.

11.5 Such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 amended from time to time and the governing law shall be the applicable Indian Law. The language of the arbitration shall be English.

11.6 A Party seeking to commence arbitration under this clause shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other party hereto.

12. General Provisions

12.1 Any provision of this Agreement held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.

12.2 Data Protection: Licensee agrees that AF stores and uses all data and information required for or resulting from the business relationship between the parties (including but not limited to contractual documents and information about Licensee and Licensee's auxiliary persons) as necessary for due performance of AF's obligations under this Agreement. Such data may be stored and used in and outside Licensee's country of incorporation and it may be disclosed to affiliated companies of AF for providing services, fulfilment of legal requirements or for AF internal audit and/or supervisory requirements; this in compliance with AF's applicable Privacy Policy as available under <http://www.autoform.com/en/legal/> and with applicable data protection law.

12.3 Any provisions which by their nature may be reasonably inferred to have been intended to survive termination shall survive as enforceable rights and obligations.

12.4 This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party.

12.5 This Agreement is governed by the **Laws of India** (without reference to its conflict of Laws provisions) and the courts at **Hyderabad**, India shall have exclusive jurisdiction.