

CONTRIBUTOR LICENSE AGREEMENT

OpenRadioss™ Software

Thank you for your interest in the open-source project on OpenRadioss software (the “Project”). This Contributor License Agreement (“Agreement”) documents the rights granted directly by you or on behalf of your employer (collectively or individually, as the case may be, “You” or “Your”), for the software or other materials that you provide to the Project. The Project is managed by Altair Engineering Inc. (“Altair”). To provide or otherwise contribute to the Project, You must first agree to the terms and conditions of the Agreement. Through your signature on this Agreement, You agree to and accept all the terms and condition of the Agreement.

1. DEFINITIONS

- 1.1. **"Contribution"** means any i) original work, such as source code, object code, input deck, patch tool, sample, graphic, specification, manual, documentation, or any other material, that You Submit to the Project or ii) modifications or additions to another work that You Submit to the Project, in which a) You own or assert ownership of any underlying copyright or b) Your employer owns or asserts ownership of any underlying copyright, provided that Your employer has granted You permission to act on Your employer's behalf and bind Your employer to this Agreement.
- 1.2. **"Submit"** means any form of electronic, oral, or written communication sent to Altair or its representatives, including but not limited to communication on web forums, electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Altair for the purpose of discussing and improving the Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”
- 1.3. **"Work"** means any of the products or projects owned, managed, or maintained by Altair and which Altair makes available to non-Altair parties under or in connection with this Project.

2. GRANT OF RIGHTS

- 2.1. Copyright License: You grant to Altair, affiliates of Altair, and any others who receive a Contribution, directly or indirectly from Altair, a perpetual, worldwide, non-exclusive, transferable, royalty-free, fully paid-up, irrevocable license to the copyrights on the Contribution. This license includes, but is not limited to, the rights to i) sublicense the Contribution under any license and through multiple tiers of sublicensees, ii) use, reproduce, modify, display, perform, create derivative works of, and distribute the Contribution and any derivative works thereof, and iii) include the Contribution in or with products, solutions, and software, including commercial versions, of Altair or affiliates of Altair.
- 2.2. Software and Other IP License: In addition to Section 2.1, You grant to Altair, affiliates of Altair, and any others who receive a Contribution, directly or indirectly from Altair, a perpetual, worldwide, non-exclusive, transferable, royalty-free, fully paid-up, irrevocable license to use, modify, distribute, and otherwise exploit the Contribution and any and all intellectual property rights, including, but not limited to, patents and trademarks, on the Contribution. This license includes, but is not limited to, the rights to i) sublicense the Contribution under any license and through multiple tiers of sublicensees, ii) make, have made, use, sell, offer for sale, import, and otherwise transfer the Contribution, iii) include the Contribution in the Project, such as to include the Contribution in a Work, and iv) include the Contribution in or with products, solutions, and software, including commercial versions, of Altair or affiliates of Altair.

- 2.3. Moral Rights: You agree not to assert any moral rights in a Contribution against Altair, successors of Altair, affiliates of Altair, or any other licensee or recipient of the Contribution. If You are deemed under any applicable law to retain any moral rights in any Contribution, You hereby waive any and all such rights therein.
- 2.4. Based on the information that you provide to Altair, Altair may identify You as a contributor to a Work or the Project, such as in the Work, in documentation for the Work, or in another manner (which may be publicly disseminated).
- 2.5. You acknowledge that Altair is not obligated to use a Contribution as part of any Work or otherwise in the Project. As such, under this Agreement, Altair has sole discretion on whether to use a Contribution in any Work or otherwise in the Project.
- 2.6. References to “employer” in this Agreement are not necessarily limited to Your employer, but instead include any party that You are acting on behalf of in connection with a Contribution, such as Your employer, a contractor, a vendor, or a client. When You are acting on behalf of another party, the term “You” in this Agreement will refer to You and the employer collectively.
- 2.7. You shall notify Altair of any facts, circumstances, or other information that You become aware of that may contradict Your representations under this Agreement.
- 2.8. This Agreement covers any and all Contributions from You. As such, this Agreement will apply to any and all Contributions now or in the future from You. Notwithstanding the foregoing, in the event that You enter this Agreement on behalf of Your employer, and Your employer changes or right and authority to bind Your employer ends, You shall not provide any subsequent Contribution until You enter a new agreement with Altair.
- 2.9. In a Contribution, You shall only provide Your original work or modifications or additions to another work, such as that of a third-party, provided that you have the right and authority to use, provide, and license the underlying/another work. In the event that a Contribution contains modifications or additions to another work, You shall provide a clear and full disclosure of the underlying/another work in or with the Contribution.

3. REPRESENTATIONS AND WARRANTIES

3.1. You represent and warrant that:

- i) You have the right and authority to enter into this Agreement;
- ii) if You are a legal entity, the person executing this Agreement is authorized to enter into this Agreement on Your behalf and bind You to the Agreement;
- iii) If You are entering into this Agreement on behalf of Your employer, You have the right and authority to bind Your employer to this Agreement;
- iv) if a Contribution is from work You do for Your employer or Your employer has any intellectual property rights in the Contribution, You have received written permission from Your employer to provide the Contribution under this Agreement;
- v) You have the right and authority to grant the licenses and rights under Article 2;
- vi) at the time of providing a Contribution, the Contribution does not i) infringe, misappropriate, or otherwise violate any third party’s copyrights, trademarks, patents, or other intellectual property rights, ii) contain or install any viruses, worms, malware, Trojan horses, or other harmful, obscene, or destructive code, iii) require a government license or permission for the export, import, transfer, or use of the Contribution; and
- vii) in the event that a Contribution contains any work from a third-party, You have the right and authority to use, provide, and license the work of the third-party, particularly to Altair, affiliates of Altair, and any others who receive the Contribution, directly or indirectly from Altair.

4. DISCLAIMER

- 4.1. EXCEPT FOR THE EXPRESS WARRANTIES IN ARTICLE 3, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE FULLY DISCLAIMED.

5. WAIVER

- 5.1. IN NO EVENT SHALL ALTAIR OR AN AFFILIATE OF ALTAIR OR AN EMPLOYEE, DIRECTOR, AGENT, OR REPRESENTATIVE OF ALTAIR OR AN AFFILIATE OF ALTAIR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR LOST INFORMATION) ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE) UPON WHICH A CLAIM IS BASED.

6. MISCELLANEOUS.

- 6.1. Assignment. You shall not assign this Agreement, in full or in part, without the prior written consent of Altair. Altair, however, shall be free to assign, in full or in part, this Agreement. 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.
- 6.2. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles. For any action arising under this Agreement, the parties expressly consent to, agree, and waive any objection to personal jurisdiction and venue being exclusive to a state court of or a federal court in the State of Delaware. 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. All legal action shall be in the English language.
- 6.3. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all other agreements, express or implied, between the parties concerning the same. If any provision of this Agreement is found void or otherwise 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. No change or modification of this Agreement shall be valid unless it is in writing and is signed by a duly authorized representative of each party.
- 6.4. Execution: This Agreement may be executed through Your original signature or Your electronic signature. Electronic signatures shall be deemed original signatures for purposes of this Agreement. Such electronic signatures affixed to this Agreement shall have the same legal effect as original signatures. You shall return the signed Agreement to Altair. The signed Agreement may be scanned and transmitted electronically to Altair.

Signature: _____

Name: _____

Date: _____

On behalf of employer: _____

Employee Title: _____