

This Software License Agreement and attached Schedule (collectively the "Agreement") is entered into on _____, 200__ ("Effective Date"), by and between MSC.Software Corporation, a Delaware corporation, 2 MacArthur Place, Santa Ana, California 92707 ("MSC") and _____, a _____, with a contract address as set forth in Section A of the Schedule ("Client").

IN CONSIDERATION OF the covenants, representations, and warranties contained herein, and other good and valuable consideration, the parties agree as follows:

1. Definitions

- a. "Annual License" means the right to use the Software for a twelve (12) month period or other period as defined in Section C of the Schedule.
b. "Authorized Users" means users of the Software whose customary work stations are, unless specified otherwise, within the facility at the software delivery address as listed in Section A of the Schedule and who are (i) Client's employees, and (ii) Client's students who have agreed in writing to use restrictions and confidentiality obligations no less stringent than those set forth in this Agreement.
c. "Documentation" means the user manuals and other written materials, in any form and on any media, provided by MSC for use with the Software.
d. "Enhancement" means a new version of the Software with error fixes to previous versions and may include additional features, plus updated Documentation, if any.
e. "E&S" or "E and S" means Enhancement and Technical Support services.
f. "License Term" means the period of time granted for use of the Software under this Agreement.
g. "MSC Reseller" means CSM Software Private Limited, an India corporation located at Gayathri Lake Front, Survey No 118, Ring Road, Hebbal, Bangalore 560 024 India.
h. "Schedule" means the MSC Software License Schedule attached hereto.
i. "Software" means the computer program(s) identified in Section C of the Schedule.
j. "University" means a non-profit public or private institution whose primary purpose is post-secondary education and research related thereto.

2. Grant of License

Subject to the terms and conditions of this Agreement, MSC grants Client and Client accepts from MSC a limited, non-exclusive, non-transferable license to use the machine executable form of the Software subject to the scope of license type and access described in the Schedule. Unless specified otherwise in the "Access" column of Section C of the Schedule, access to the Software is restricted to Authorized Users within twenty (20) kilometers of the Software Delivery Address. The License Term(s) and maximum quantity of licensed accesses to the Software is set forth in Section C of the Schedule. Client's right to use Software and Documentation will expire at the expiration of the License Term or at termination of this Agreement, whichever occurs first.

3. Restrictions

3.1 Unless otherwise specified in Section C of the attached Schedule, use of the executable version of the Software supplied under this Agreement is restricted to Authorized Users in conjunction with formal course work and University-funded research. Use of the Software by Authorized Users for grant-funded research is subject to prices greater than formal course work, but substantially less than commercial rates. Use of the Software for any other purpose will be subject to MSC commercial prices.

3.2 Definition of Software use for formal class work:

- 3.2.1 Use by Authorized Users to set up and solve assigned homework problems.
3.2.2 Use by Authorized Users to set up and work on assigned research projects in conjunction with formal course work.

3.3 Definition of Software use for University-funded research:

- 3.3.1 Use by Authorized Users who are graduate students in researching and preparing papers and theses for approved study projects.
3.3.2 Use by Authorized Users for research/study of specific topics under grants from general university funds, generally, pure research usually related to ongoing educational work (e.g., doctoral theses, classroom curricula, or similar projects). The availability of these funds must not be conditional upon performance of a specific research task, topic or delivery of specific items. All results must be owned by the University or in the public domain.

3.4 Definition of use of the Software for grant-funded research:

3.4.1 Use by Authorized Users for research and study of specific topics under grants provided to the University for the purpose of performing more detailed research tasks whose results will be made available to the public no

later than the completion of the project. All results must be owned by the University or in the public domain.

3.5 In addition, Software use for research projects performed for any entity where the following criteria apply is specifically prohibited:

- 3.5.1 Funding is contingent upon the performance of specific research tasks, or the delivery of specific items under the direction and control of the funding entity,
3.5.2 Results, either research, code or industrial applications, owned by the funding entity, or
3.5.3 Research performed pursuant to a government contract subject to FAR (i.e., the government puts the project out to bid, owns the technical data rights, or imposes security classifications on the work or the researchers).

3.6 Client will promptly notify MSC in the event that any unauthorized person obtains access to the Software.

3.7 Client is not permitted to use the Software (i) in the operation of a Service Bureau or Application Service Provider (ASP) mode, or (ii) to create or test interfaces to the Software that Client subsequently licenses or provides to other third parties.

3.8 Client agrees not to (i) modify, adapt, alter, translate or create derivative works from the Software, (ii) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or allow any third party or Authorized Users to do the foregoing, except to the extent explicitly permitted by applicable law, (iii) sublicense, rent, loan, lease, sell, or otherwise transfer all or part of the Software, Documentation or any other rights granted hereunder except as expressly permitted under this Agreement, or (iv) otherwise use or copy the Software except as expressly permitted under this Agreement. Client may make one copy of the Software for archival or backup purposes. Any such copy made by Client must reproduce and include all of MSC's trade secrets or copyright notices.

3.9 Client agrees to comply with all applicable United States export control laws and regulations and further agrees not to export the Software, Documentation, and services provided under this Agreement without MSC's prior written approval.

3.10 IN ALL CASES, IF THE FUNDING IS POTENTIALLY AVAILABLE TO OTHER MSC CLIENTS WHO ARE PAYING COMMERCIAL RATES FOR THE SOFTWARE, THE USE OF THE SOFTWARE IS SPECIFICALLY PROHIBITED.

3.11 USE OF THE SOFTWARE IN CONSULTING ACTIVITIES UNDERTAKEN BY AUTHORIZED USERS; THE USE OF THE SOFTWARE BY PERSONS NOT ASSOCIATED WITH THE UNIVERSITY; AND THE USE OF THE SOFTWARE FOR COMMERCIAL PURPOSES ARE ALL SPECIFICALLY FORBIDDEN.

The following full-time member of Client shall be responsible for monitoring use of the Software and shall insure that effective controls are established and utilized to prevent any violation of the terms and conditions of this agreement.

Name: _____
Phone: _____
Fax: _____
Email: _____

4. Enhancement and Technical Support

4.1. If applicable, Enhancement and Technical Support fees in accordance with Section C of the Schedule are due beginning on the Start Date(s). Thereafter, renewal of Enhancement and Technical Support will be at the fees in effect at the time of the renewal. Unless otherwise agreed upon in writing and if applicable, Enhancement and Technical Support services must be for all the Software licensed under this Agreement. Enhancement and Technical Support must be continuous, i.e., a Client who ceases to pay for Enhancement and Technical Support service cannot reinstate the service at a later date without paying reinstatement fees to MSC.

4.2 In order to receive an Enhancement that MSC makes generally available to its licensees and if applicable, Client must have a current Enhancement service from MSC that has been paid. An Enhancement does not include additional, separately priced modules licensed as Software options (as determined by MSC at its sole discretion), whether available but not licensed by Client at the time of initial licensure or subsequently developed and offered for license.

4.3 Technical Support is limited to responding to reasonable technical issues involving Software errors and installation by mail, fax, email, phone, Internet, or other means available to MSC. As a prerequisite to Technical Support, Client will identify their specific Software license and send files and other materials reasonably requested by MSC to verify and resolve technical issues. Technical Support will be provided only for the current version of the Software or the immediately preceding version, unless otherwise agreed in writing.

4.4 Technical Support will be provided only if (i) all corresponding fees due MSC have been paid by Client (if applicable), and (ii) Client is licensing the current version of the Software for the same computer hardware for which the license was written, or a substitute computer in accordance with Section 5.5.

4.5 All requests for assistance by the Client, whether technical or otherwise shall be directed to MSC through the single party identified below. All potential Authorized Users of the Software shall be advised of this condition.

Name: _____

Phone: _____

Fax: _____

Email: _____

5. Delivery and Installation

5.1 MSC agrees to deliver or cause to be delivered, an executable version of the Software for installation on Client's computer(s) identified in Section B of the Schedule.

5.2 Upon receipt of properly executed originals or electronic copies of this Agreement, MSC will provide Client with authorization codes for the Software for the term of an Annual License or a minimum period of one year, whichever is less. Authorization codes will allow Client to use the then-current version of the Software. MSC will not provide additional authorization codes for any version of the Software which has been replaced by a more recent version by Client. The right to use the older version of Software will terminate within a reasonable time after installation of a newer version of the Software.

5.3 MSC will provide Software installation services for an additional fee. Client agrees to provide a systems programmer and computer time to assist MSC with installation services.

5.4 MSC will provide Client with on-line access to Documentation, if available, at the fees specified in the Schedule (if applicable). Updates to on-line Documentation will be provided as long as Client has paid and is current on all applicable Enhancement and support service fees. Printed copies of Documentation may be obtained at the prices prevailing when ordered.

5.5 During a License Term, Client may request from MSC a change in Client's computer hardware ("From Computer") specified in Section B of the Schedule subject to the following conditions: (i) Client completes and submits MSC's Transfer Request Form, (ii) Client is current on all payments due to MSC and the Software is currently under Enhancement and Technical Support service; and (iii) the Software must be supported on the requested computer hardware ("To Computer"). If the change request is due to Client's computer hardware being temporarily inoperative, then the temporary license is only valid until the original computer is returned to operation or permanently replaced subject to this Section 5.5. Client will uninstall the Software from the "From Computer" within five (5) business days of installation on the "To Computer". Client will pay any fees resulting from the change in Client's computer hardware.

6. Payment

6.1 Unless otherwise notified in writing by MSC, the Client will pay fees to **MSC Reseller at the address defined above** for the use of the Software, Documentation and all services as specified in Section C of the Schedule. If applicable, Client will also pay any and all taxes (including without limitation sales, use, and value added taxes), duties or other fees assessed by governmental authorities in connection with this Agreement exclusive of taxes based on MSC's net income.

6.2 All payments are due thirty (30) days from the invoice date, unless otherwise agreed in writing by the parties. A late fee equal to the lesser of 1 1/2% per month or maximum allowed by law will be charged on all outstanding amounts which have not been paid by the due date. All sums of money are stated and payable in U.S. Dollars.

7. Term and Termination

7.1 The License Terms(s), Enhancement and Technical Support, and any other support periods under this Agreement begin on the Start Date(s) and expire on the End Date(s) specified in the Schedule, unless terminated earlier in accordance with this Section 7.

7.2 This Agreement will be effective on the Effective Date and remain in full force and effect for the duration of the License Term(s) granted hereunder, unless terminated earlier in accordance with Section 7.

7.3 This Agreement may be terminated:

7.3.1 By either party upon thirty (30) days prior written notice upon the occurrence of a material breach by the other party of its obligations under this Agreement, if such breach remains uncured at the end of the notice period;

7.3.2 By MSC, in whole or in part, immediately upon notice to Client if Client violates any of the terms and conditions of Sections 2, 3, 11 or 12; or

7.3.3 By MSC if Client makes a general assignment for the benefit of its creditors, is the subject of an involuntary bankruptcy petition, or is

otherwise subject to insolvency or dissolution proceedings unless Client is released from such proceedings within ninety (90) days.

7.4 Section C of the Schedule defines the initial Enhancement and Technical Support term. The term will automatically expire unless extended in writing by the parties.

7.5 If this Agreement covers multiple Software licenses with varying License Terms, such licenses will automatically terminate at the expiration of their License Term. Upon termination of this Agreement, all licenses granted to Client under this Agreement will automatically terminate. With respect to any licenses that have terminated or expired pursuant to this Section 7.5, Client agrees to immediately cease using the Software and Documentation, uninstall the Software from all Client computers and return a completed MSC Certificate of Discontinuance to MSC. Within fifteen (15) days following termination, at MSC's sole option Client will return all copies of Software and Documentation to MSC, or certify in writing that it has destroyed all such copies. Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14 and any other rights and obligations under this Agreement which by their nature should survive will remain in effect after termination of this Agreement.

7.6 Termination of this Agreement will not relieve Client of any obligation accrued through the date of such termination.

8. Warranty; Limitations

8.1 THIS SOFTWARE IS DELIVERED "AS IS" AND MSC AND ITS LICENSORS DISCLAIM ALL WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, OR SERVICES PROVIDED UNDER THIS AGREEMENT. MSC AND ITS LICENSORS FURTHER EXPRESSLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MSC MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

9. Indemnity

9.1 MSC will indemnify and defend Client against any action or claim brought against the Client by a third party, to the extent that the action is based on a claim that the Software and associated Documentation infringe a United States copyright or patent, or misappropriates that party's trade secrets. If the Software or Documentation becomes, or in MSC's opinion is likely to become the subject of a claim of infringement or misappropriation, MSC may, at its option and expense, elect to: (a) obtain the right of continued use for Client or (b) replace or modify such Software or Documentation so that it is no longer subject to the claim of infringement. If neither alternative is available on commercially reasonable terms, then, at the request of MSC, Client will discontinue use and return the Software and Documentation and MSC will grant a credit for the fees actually paid to MSC, less a reasonable offset for usage to date. In the event MSC exercises the credit option, then any applicable license(s) will be deemed terminated. The indemnity obligation set forth in this Section 9.1 will not apply to the extent that such claim is the result of; (i) Client's use of the Software not in accordance with the terms of this Agreement, (ii) any modification to or revision of the Software other than by MSC; (iii) any use of the Software in combination with data or software not supplied by MSC, if the claim would not have occurred but for the combination, or (iv) Client's use of other than the most current version of the Software provided to Client by MSC.

9.2 To the extent permitted by the laws of the applicable State or Province identified in Section 14.1, Client agrees to indemnify and hold MSC harmless from and against any and all claims, relating to, personal injury or death to persons, or damage to property arising out of, resulting from, or in connection with results Client has obtained through the negligent use or misuse of the Software by Client.

9.3 The indemnities provided by either party in this Agreement are conditioned on the party receiving the claim: (i) giving the other party prompt written notice of such claim; (ii) permitting the other party to defend or settle the claim; (iii) not at any time admitting liability in respect of the whole or any part of the claim, or agreeing to settle or dispose of the claim; and (iv) providing all reasonable assistance to the indemnifying party in defending or settling the claim. This Section 9 states the entire liability of the indemnifying party and the indemnified party's sole and exclusive remedies for the covered claims.

10. Disclaimer; Limitation of Liability

10.1 THE SOFTWARE IS ONLY AN AID IN CLIENT'S USE IN CONJUNCTION WITH FORMAL COURSEWORK AND UNIVERSITY-FUNDED RESEARCH AND IS NOT INTENDED TO BE A SUBSTITUTE FOR SOUND ENGINEERING JUDGMENT. MSC WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE.

10.2 IN NO EVENT WILL MSC OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING LOST DATA, SAVINGS,

PROFITS OR REVENUES) ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF MSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR CLAIM.

10.3 MSC'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL IN NO EVENT EXCEED THE AMOUNT OF THE LICENSE FEES (AND ENHANCEMENT AND TECHNICAL SUPPORT FEES, IF ANY) ACTUALLY PAID BY CLIENT TO MSC UNDER THIS AGREEMENT DURING THE LAST TWELVE (12) MONTHS PRECEDING ANY CLAIM. CLIENT ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MSC WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

11. Intellectual Property Ownership

The Software, the Documentation and all copies thereof, are the property of MSC or its licensors and title remains in MSC or its licensors. All applicable intellectual property rights, including but not limited to, patents, copyrights, trademarks, service marks, and trade secrets in this Software, whether in executable, object or source code format and the Documentation are and will remain in MSC and its licensors. Nothing in this Agreement will be deemed to convey to Client any title, ownership, or other intellectual property rights in or related to the Software or Documentation, and Client agrees not to assert any such rights.

12. Confidentiality

Client acknowledges that the Software and its organization, structure, and source code constitutes and contains valuable trade secrets and confidential information of MSC and/or its licensors. Client will hold such information in confidence and will take the precautions necessary to protect and safeguard the confidentiality of such information. The obligations under this Section 12 will survive termination of this Agreement.

13. U.S. Government Contracts

If Client is a branch or agency of the U. S. Government or is licensing the Software on behalf of the U.S. Government ("Government"), the following provisions apply to this Agreement. If the Software is supplied to the Department of Defense ("DoD"), it is classified as "Commercial Computer Software" under clause 252.227-7014 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") (or any successor regulations) and the Government is acquiring only the license rights granted herein (the license rights customarily provided to non-Government users). If the Software is supplied to any unit or agency of the U.S. Government other than DoD, it is classified as "Restricted Computer Software" and the Government's rights in the Software are defined in clause 52.227-19 of the Federal Acquisition Regulations ("FAR") (or any successor regulations) or, in the case of NASA, in clause 18.52.227-86 of the NASA Supplement to the FAR (or any successor regulations).

14. Miscellaneous

14.1 This Agreement will be construed and disputes hereunder will be settled under the laws of the State of California, USA without regards to that state's conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Except for MSC's claims for unpaid fees, no action or proceeding, regardless of form arising out of any transaction under this Agreement may be brought by either party more than four (4) years after the injured party has, or by the exercise of reasonable diligence should have had, knowledge of the occurrence which gives rise to such action or proceeding.

14.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or

oral proposals, documents, communications and agreements. The terms and conditions herein will supersede all terms and conditions submitted by Client, including any preprinted terms on purchase orders or other similar documents. All modifications or amendments to this Agreement must be in writing and signed by both parties.

14.4 In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any form attached hereto or referenced by Client in such forms, the terms and conditions of this Agreement will control.

14.5 During the term of this Agreement, all communications between MSC and Client with respect to technical or trade secrets of the parties will be confidential and will not be divulged to any third party without prior written consent of the other party.

14.6 Client may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including any licenses), without MSC's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

14.7 The obligations of Client under Sections 2, 3, 11, and 12 are of a special and unique character which gives them a peculiar value to MSC for which MSC cannot be reasonably or adequately compensated in damages in the event Client breaches such obligations. Therefore, Client expressly agrees that MSC has the right to seek injunctive and other equitable relief in a court of competent jurisdiction in the event of such breach or threatened breach in addition to, and not in lieu of, any other rights or remedies in law or equity to which MSC may be entitled.

14.8 If any provision of this Agreement is invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement. The parties further agree to substitute a valid provision for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.

14.9 Ambiguities, inconsistencies, or conflicts in this Agreement will not be strictly construed against the drafter of this Agreement; rather, they will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

14.10 Except for the making of payments under this Agreement, neither party will be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder will, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under the Agreement with the least possible delay.

14.11 The Section headings in this Agreement are for convenience only and will not be of any effect in constructing the meaning of the Sections.

14.12 Any notices required or permitted to be given or delivered under this Agreement will be in writing and will be sufficiently given if (i) personally delivered, (ii) mailed by certified or registered mail return receipt requested, postage prepaid, (iii) sent by overnight guaranteed delivery service, and addressed to MSC, attention Legal Department, at the address set forth above and to the Client contract address as set forth in the Schedule, or to such other address or addressee as either party may from time to time designate to the other by written notice. Any such notice will be deemed to be given as of the date it is delivered to the recipient.

14.13 This Agreement may be signed in two counterparts which together will form a single agreement as if both parties had executed the same document. Signed copies of this Agreement provided via facsimile or otherwise will be deemed binding to the same extent as original documents.

IN WITNESS WHEREOF, authorized representatives of both parties have duly executed this Agreement effective as of the Effective Date first defined above.

MSC.SOFTWARE CORPORATION

CLIENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____