

SOFTWARE LICENSE AGREEMENT

This Software License Agreement applies to evaluations provided by Gamma CAE Technologies Private Limited (“GT”) and is entered into between GT and you (“Licensee”) for the supply of the evaluation software and licenses which GT obtains from Gamma Technologies LLC (“Software Owner”). By installing and using GT’s software, you are acknowledging your agreement with and acceptance of the terms found herein. If you are accepting this Agreement on behalf of your company, government, university, or other entity, you are binding that entity to the obligations found in this Agreement and must be authorized to do so.

The effective date of this Agreement is the date which is the earlier of (a) your initial installation/use of the software or (b) the effective date of the Software Order Form referencing this Agreement.

1. **Grant of License.** (a) As an authorized distributor of Software Owner, GT hereby grants to Licensee a non-exclusive, non-transferrable license to evaluate the software programs described on the Software Order Form along with accompanying user documentation (collectively, the “Software”), subject to the terms and conditions of this Agreement. Such evaluation may only be for non-production use. Notwithstanding the foregoing, GT shall remain the exclusive owner and holder of all right, title, and interest in and to the Software and accompanying user documentation.

(b) Licensee shall have the right to install and use the Software, in object-code form, only at the locations as set forth on the Software Order Form. Licensee shall not have the right to assign, transfer, sell, sublicense, lease, rent, pledge or share the Software, the accompanying user documentation or any of Licensee’s rights under this Agreement. Further, Licensee shall not have the right to translate, disassemble, decompile, reverse-engineer or create derivative works based on any of the Software, or to copy any of the Software or user documentation. Licensee shall keep confidential and prevent the unauthorized use, copying and disclosure of the Software and user documentation by Licensee, its employees, contractors, and agents.

(c) Subject to GT’s right to terminate this license in the event of a breach by Licensee of any of its obligations under this Agreement, the duration of the license hereby granted is equal to the agreed upon lease/maintenance period. Upon the termination of the license hereby granted, Licensee shall, not later than the final date of the license period, discontinue using and return all of the Software and user documentation to GT; permanently expunge from Licensee’s computers and otherwise destroy all copies of the Software; and, upon request by GT, certify in writing that Licensee has fully performed each of the foregoing measures.

2. **End-User Support.** GT shall provide end-user support to Licensee during the agreed upon evaluation term as described on the Software Order Form. Such support shall consist of GT’s provision of advice by telephone or e-mail with respect to code installation and other matters relating to the use of the Software.

3. **Representations and Indemnifications.** (a) If Licensee receives a notice or claim that its usage of the Software infringes the copyright or intellectual property rights of a third party, Licensee shall inform GT within ten (10) days from the receipt of such notice or claim. Licensee shall fully cooperate with GT and Software Owner for the defense of such claim and grant the right for final decision with the Software Owner. GT shall bear the costs in connection with such defense. Notwithstanding the preceding term, neither GT nor the Software Owner shall be liable for any costs or responsibilities if Licensee has utilized the Software in contravention of this Agreement.

(b) Licensee acknowledges and agrees that the Software constitutes sophisticated, computer-aided engineering tools which are approximate in nature and depend on a high degree of end-user engineering experience, training and skills to produce accurate design trends. Licensee represents and warrants that the

persons using the Software possess, and will continue to possess, all required experience, training, and skills. Licensee shall defend, indemnify, and hold GT harmless from and against any and all claims, demands, causes of action, liabilities, damages, fines, penalties and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the Software and the utilization of the results thereby generated.

(c) Licensee represents (i) that it is not, nor is it owned or controlled by, a person or entity appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals or Consolidated Sanctions lists, or the U.S. Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, or Unverified Lists; (ii) that it will not use in or for the benefit of, or transfer the software to, any location (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine), person, or entity that is subject to sanctions or a denial of export privileges administered by the United States or any other authority having jurisdiction over Licensee's activities; (iii) that it will not use nor facilitate use of the software in any manner that would cause a violation of 15 C.F.R. § 744.3 (imposing certain restrictions relating to rocket, ballistic missile, space launch, and unmanned air vehicle activities), or other applicable law; and (iv) that, if any representation in this paragraph shall cease to be accurate during any time when this license is in effect, Licensee shall promptly notify GT and stop using the software.

4. **Limited Warranty.** GT shall extend to the Licensee the Software Owner's standard warranty for the sole benefit of Licensee that the Software shall, for a period ending the later of (i) ninety (90) days following the commencement of this Agreement or (ii) the expiration of the end-user support period, equal to the lease/maintenance period (the "Warranty Period"), operate as described in the applicable user documentation. If, during the Warranty Period, the Software fails to operate as described in the applicable user documentation, Licensee may return the Software to GT for correction and subsequent return to Licensee. Licensee acknowledges and agrees that the foregoing limited warranty constitutes Licensee's sole and exclusive remedy if the Software fails to operate as described in the applicable user documentation, and further acknowledges and agrees that GT shall have no obligation under said limited warranty if the Software has been modified by anyone other than GT. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS HEREBY LICENSED "AS IS," AND GT HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, RELATING TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. Notwithstanding anything to the contrary contained in this Agreement. GT's cumulative liability to Licensee and any third party with respect of any matter arising from or relating to this Agreement, including this limited warranty shall not exceed the licensing fees paid by Licensee to GT for the use of the Software at issue, and in no event shall GT be liable for any indirect, incidental, consequential, special or exemplary damages, or damages for lost data or profits, even if GT has been advised of the possibility of such damages or losses.

5. **Notices.** All notices under this Agreement shall be in writing and sent by email or by recognized overnight delivery service to the party at its last known address. Any notice sent by email shall be deemed delivered upon its transmission during regular business hours and confirmation that it has been received. Any notice sent by recognized overnight delivery service shall be deemed delivered when received and signed for by the recipient party.

6. **Interpretation of Agreement.** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to principles of conflict of laws. If any provision of this Agreement is held invalid, illegal, or unenforceable, it shall be deemed stricken from this Agreement without in any way

affecting or impairing the validity, legality and enforceability of the remaining provisions hereof.

7. **Resolution of Disputes.** Any questions or disputes arising under this Agreement shall be settled by arbitration in accordance with the International Chamber of Commerce Rules then in force. If the parties cannot agree upon an arbitrator within ten (10) days after a party demands arbitration, either party may request the American Arbitration Association to name a panel of five (5) arbitrators. Within five (5) days following receipt of such panel from the International Chamber of Commerce, each party, beginning with Licensee, shall in turn strike a name from the panel until only one (1) name remains, who shall be the arbitrator. The arbitration hearing shall be held in Pune, India within thirty (30) days following the date on which the arbitrator is selected, or as soon thereafter as the arbitrator is available. The expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties both as to fact and law, and both parties hereby submit to the jurisdiction of Pune, India for enforcement of the arbitrator's decision.

8. **Execution.** This Agreement may be executed in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. In the event that any signature to this Agreement is delivered by use of an electronic signature or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature or “.pdf” signature page was an original thereof. No party shall raise the use of an electronic signature or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of an electronic signature or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

9. **Entire Agreement.** This Agreement, together with the Software Order Form and Exhibit A (if applicable) as amended from time to time, constitute the entire agreement between the parties and supersede all prior negotiations, representations, commitments, and agreements with respect to the subject matter hereof. Neither this Agreement nor Exhibit A may be amended or rescinded except by a written instrument signed by an authorized representative of each party. Without limiting the generality of the foregoing, no term or condition contained in any purchase Software Order Form of Licensee which is inconsistent with this Agreement or Exhibit A (if applicable) as amended from time to time shall be binding upon GT, regardless of whether such purchase Software Order Form has already been or is hereafter acknowledged by GT.

EXHIBIT A

This exhibit supplements and constitutes an integral part of the Software License Agreement.

GT and Licensee hereby append the following conditions to the Software License Agreement to include access for GT's Software as a Service Products. This Exhibit provides supplemental terms and conditions and does not modify any other such obligations. This Exhibit does not apply to evaluations that do not utilize Software as a Service Products.

- During the term of this Agreement, Licensee's employees may access and use GT's cloud-based computing service (the "SaaS Product"), as hosted by GT via an industry-recognized third-party host vendor ("Host Vendor"). GT retains all right, title, and interest in and to the SaaS Product, including without limitation all software included in and used to provide the SaaS Product and all logos and trademarks reproduced through the SaaS Product. Licensee shall not have the right to reproduce, modify, distribute, or publicly display/perform the software included in the SaaS Product, nor shall it have any other right to the SaaS Product not specifically set forth herein.
- Licensee shall not permit or take any action that would result, directly or indirectly, in (1) Licensee's ability to use a higher number of SaaS Product licenses than was purchased by Licensee via accepted purchase Software Order Form processed by GT; (2) the Licensee's employees being able to share a SaaS Product license login or allow one login to be used by more than one individual user (but may be reassigned to new users who are replacing former users who shall no longer be permitted to access the SaaS Product license); (3) unauthorized users, including without limitation any third party, gaining access to the SaaS Product license. Licensee shall not create Internet "links" to the SaaS license or frame or mirror any part of the SaaS, including any other content contained in the Service, on any other server or device. Licensee shall not use the SaaS license or permit the SaaS license to be used in such a way that violates GT's policies as noted in this Agreement and in the original Software License Agreement.
- Subject to the terms and conditions of this Agreement, Licensee grants to GT and its Host Vendor the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Licensee data solely to the extent necessary to provide the Service to Licensee. Licensee acknowledges and agrees that Licensee data and information regarding Licensee and Licensee's employees that is provided to GT and its Host Vendor in connection with this Agreement may be (a) processed by GT and its Host Vendor to the extent necessary to provide the Service and (b) transmitted to where the Host Vendor's equipment is located. In addition, Licensee acknowledges and agrees that it is Licensee's obligation to inform its employees regarding the processing of Licensee data and information pursuant to this Agreement and to ensure that such employees have given any necessary consent to such processing as required by all applicable data protection legislation. Licensee agrees that the right to the Licensee data shall survive termination of this Agreement solely for the purpose of storing backup Licensee data in accordance with the terms of this Agreement.
- Licensee understands that the technical processing and transmission of Licensee's electronic communications is fundamentally necessary to Licensee's use of the Service, and expressly consents to any and all such necessary electronic communication. Licensee acknowledges and understands that Licensee's electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by GT. Licensee acknowledges and understands that changes to Licensee's electronic communications may occur in Software Order Form to

conform and adapt such data to the technical requirements of connecting networks or devices. Licensee further understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Licensee agrees that GT is not responsible for any electronic communications and/or Licensee data which are lost, altered, intercepted or stored without authorizations during the transmission of any data whatsoever across networks not owned and/or operated by GT.

- In the event that GT incurs any significant increased cost from Host Vendors or annual support fees during the term of this agreement, GT reserves the right to pass these costs onto the Licensee upon mutual agreement of the Parties.
- Licensee acknowledges that GT's on-premise software has specific functionalities that, when used with the SaaS Product, could potentially present increased security concerns, including but not limited to the use of user defined functions. Licensee hereby assumes all responsibility and liability that may arise from the use of such functionalities. Licensee agrees that GT is not responsible for any issue that arises from such use of the SaaS Product, and indemnifies, defends, and holds GT harmless from any claims, demands, causes of action, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the SaaS Product.