CADFEM®

Simulation is more than Software®

CADFEM Master License Agreement

Version 10.01.2019 **http://www.cadfem.de/fileadmin/PDFs/AGB/CFMLA100119.pdf**

1. Software License Grant / Term

1.1 This Master License Agreement (hereinafter also called “the Agreement”) shall apply to all Individual Contracts between CADFEM GmbH, Grafing (CADFEM) and the Customer that refer to this Agreement. These Individual Contracts shall be effective provided that the Customer has placed a written order following a written offer submitted by CADFEM and a **License Form** has been signed by both parties. No general terms and conditions of the Customer shall apply. The same is true for the general terms and conditions of CADFEM as long as they are not part of this Agreement and its related contractual terms. CADFEM is entitled to fulfill the contractual services with sales or cooperation partners.

1.2 CADFEM delivers to the Customer the most current version of the software described in the **License Form** and grants the Customer, a non-exclusive, non-transferable right of use of the software - depending on the provisions in the **License Form** - either for the term of the Individual Contract (software lease) or permanently (software purchase) according to the provisions of this Agreement. The grant of the entire Individual Contractual rights of use is effective after receipt of full payment. Before full payment Customer is granted a temporary right of use for a period of 30 days from the date of delivery of the software only.

1.3 At CADFEM's option, the software is either delivered on a data carrier or can be downloaded from a server. The scope of delivery includes user documentation in German or English that is also either delivered on a data carrier or can be downloaded online.

1.4 The software is only executable when activated by means of an authorization code. If, according to the **License Form**, it is only for use on a specific computer, the software may only be activated on that computer. The authorization code will be provided by CADFEM. As long as the Customer is only entitled to a temporary right of use prior to payment, CADFEM must only provide a temporary authorization code to the Customer that allows use of the software for a period of 30 days from the date of delivery of the software. Only after payment in full of the software fee, the Customer shall have the right to a permanent authorization code (in case of software purchase) or to an authorization code limited to the term of the Individual Contract (in case of software lease). If the Customer wishes to use the software on a computer other than the one agreed in the **License Form**, a new authorization code will be needed.

1.5 The Customer must take care that his computer has a suitable configuration. The software is considered as delivered as soon as the Customer has received everything needed for having access to the software. The Customer shall install the software at his own expenses.

1.6 In case of software lease, the Customer has the right to use the software for a period of 12 months from delivery, unless otherwise agreed in the **License Form**. CADFEM can terminate the Individual Contract early in case CADFEM should lose its distribution license. In case of software lease after termination of the Individual Contract dongles provided by CADFEM are to be returned, the copies of the software on the computers

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are to be deleted and safety copies are to be destroyed.

1.7 The Customer receives the software in a binary format and has no right to receive the source code. Use is legally and technically restricted to the number of simultaneous tasks on the computers of the Customer as specified on the **License Form**.

1.8 The Customer is obliged to respect the copyright and other intellectual property rights of the software producer in the software. Any duplication of the software outside the Individual contractually allowed use is not allowed. Any changes of the software by the Customer are only admissible for the purpose of error correction and provided CADFEM is in default with error correction after having received a written notice. Decompilation of the software is only admissible for obtaining information subject to the conditions and restrictions of Art. 69e Copyright Act (UrhG) and only if CADFEM has failed to provide the required information within a reasonable period of time after having received a written request.

1.9 If there is made reference to separate license terms of the producer on the **License Form**, there may result from these terms further provisions in respect of the license and the use of the software. In this case such license terms shall also govern the legal relationship between the producer and Customer.

1.10 If it is indicated in the **License Form** that the software is a "University Version", the software may only be used for academic teaching and research and not for commercial purposes; upon CADFEM's request, Customer must provide an annual report on the use of the software.

2. Duties and Obligations of the Customer

2.1 The Customer is not allowed to lease, loan or dispose the software to any third party.

2.2 The Customer may, however, permit the use of the software to employees and Individual Contractors who are not granted an independent right of use and who use the program on behalf of the Customer. The restrictions of use according to Section 1 of this Agreement remain unaffected.

2.3 The Customer is obliged to observe the export regulations of the Federal Republic of Germany as well as of the countries of origin of the software.

2.4 The Customer is obliged to run regular data backups appropriate in relation to the existing risks.

3. Warranty / Indemnification

3.1 If the software has any defects, CADFEM must at its option either correct the defect in the software or deliver software free from defects within a reasonable period from notification of the defect by the Customer. In the event such remedy fails, the Customer shall be entitled to legal claims, unless otherwise regulated below. If CADFEM itself is not in possession of the source code, it can only correct defects as far as it has been supplied by the software producer with an error-correction update. If a damage caused by defects in the software occurs, the limitations of liability according to Items 4.1 to 4.6 of this Agreement shall apply.

3.2 Claims based on defects are excluded in case of the use of the software on an operating system other than the system specified in the **License Form**.

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3.3 No warranty is provided for the correctness and/or usability of the results achieved with the software. The descriptions of the software in the user documentation do not involve any warranties.

3.4 In case a third party files a complaint against the Customer for infringement of copyright or other intellectual property rights by use of the software provided by CADFEM and therefore the Customer's Individual Contractual use of the software is impaired or forbidden, CADFEM will, at its discretion and expenses, either make available to the Customer software altered or replaced in such a manner that it does not infringe the rights of the third party, without causing a loss of functionality of the software, or indemnify Customer against the payment of license fees for the use of the software towards the third party. The customer must immediately inform CADFEM in writing about any claims of alleged infringements of copyright or other intellectual property rights of a third party. Moreover, it must not recognize these claims and may only conduct disputes of any kind with the third party about the infringement in agreement with CADFEM. Any claims of the Customer resulting from an infringement of copyright or other intellectual property rights are excluded if the infringement is based on the fact that the software has been altered or is used together with software of another software producer. The same applies, if the infringement is based on improper use, in particular if the use is not in line with the Individual Contractual user documentation. Any other claims of the Customer based on infringement of protective rights of a third party are excluded, unless liability is provided for in this Agreement (Items 4.1 to 4.6 of the Agreement).

3.5 Extraordinary termination for non-grant of use (Art. 543 Subsec. 2 No. 1 German Civil Code (BGB)) based on a defect in the software is excluded as long as the attempt of a correction of the defect by CADFEM can not be considered as having failed.

3.6 In case of software purchase, claims of the Customer based on defects (including claims of damages) the warranty period is 12 months. In cases of damage to life, body or health, of a wilful or grossly negligent breach of duty on part of CADFEM, of fraudulent concealment of defects or of claims under the Product Liability Act the Law shall apply.

4. Limitation of Liability

4.1 CADFEM is only liable for damage, on whatever legal grounds, if such damage is caused by intent or gross negligence or by wilful or negligent breach of material Individual Contractual duties. Material Individual Contractual duties within the above meaning are such Individual Contractual duties that are mandatory for proper performance of the Individual Contract and on the fulfilment of which Customer may regularly rely.

4.2 In case of simple negligence, liability of CADFEM is limited to the foreseeable damage within the scope of this contract.

4.3 CADFEM is only liable for consequential damage caused by a defect in case of intent and gross negligence; legal claims of the Customer for compensation for damage caused by delay in rectification of the defect remain unaffected.

4.4 The above limitations and exclusions of liability do not apply to damage from injury of life, body or health that CADFEM is responsible for, as well as to liability under the Product Liability Act.

4.5 It is understood between parties to the Individual Contract that computer-aided engineering (CAE) always must be verified using suitable methods because the results obtained may be incorrect due to wrong or inaccurate entries or hidden defects in the software.

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4.6 Proper use of the software requires specific user training.

5. Support and Maintenance

The Individual Contract includes support and maintenance, in case of software lease during the term of the software lease and otherwise only as far as specified in the **License Form**, to the following extent:

5.1 Support includes explanations for correcting operating errors by way of short advice given on the phone during the usual business hours (service hotline). Support is only provided for the most current and the previous version.

5.2 Maintenance includes delivery of the update versions (improved and further-developed versions) issued by the software producer after their release. Update versions may require an updating of operating systems and interface programs.

5.3 If support and maintenance are agreed in case of software purchase, the term commences at the date of delivery of the software and has a duration of 12 months, unless otherwise stipulated on the **License Form**. CADFEM can terminate support and maintenance early in case it should lose its distribution license.

5.4 The obligation to provide support and maintenance ceases if Customer alters the software without permission.

6. Purchase Price / Lease / Maintenance and Support Charge

6.1 The charge for software including the right of use connected with it (purchase price/lease) as well as a separate charge for support and maintenance services, if applicable, depend on the content of the order placed by the Customer. In case of software lease, the agreed amount of lease applies exclusively to the agreed term of the Individual Contract.

6.2 The charge for the software (purchase price/lease) as well as the charge for support and maintenance services is due for payment upon delivery of the software. If, in the case of software purchase, there is also included support and maintenance, the charge for such services is due for payment at the beginning of the respective term.

6.3 If a term of software lease or a term of support and maintenance is extended, the respective charge is due for payment at the beginning of the new term.

6.4 If CADFEM terminates the Individual Contract early (in the case of software lease or support and maintenance) for the reason that CADFEM loses its distribution license and no third party will provide the services until the original termination date without further cost for the Customer, the charge already paid by the Customer for the current term shall be refunded on a prorated basis.

6.5 The Customer shall bear customs duties, taxes and all other fees which incur in connection with the delivery of the software. The same applies to postage, freight and packaging.

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7. Extension of the Term of Individual Contract

The extension of a term for software lease or support and maintenance by a further term is subject to written agreement. Such agreement requires signing a new **License Form** with reference to this Agreement (indicating the Individual Contract Number) provided that the Customer has placed a written purchase order specified following a written offer submitted by CADFEM.

8. Other Provisions

8.1 The Customer's rights from this Agreement and from any Individual Contracts under this Agreement cannot be assigned to a third party. The Customer can set off claims for payment against CADFEM only against claims from the same Individual Contract or claims that are undisputed or legally recognized. A right of retention is only due to the Customer for claims under the same Individual Contract.

8.2 This Agreement is governed by German law, excluding the United Nations Convention on Individual Contracts for the International Sale of Goods (CISG). If the Customer is a registered merchant, a legal person under public law or a special fund under public law or if it does not have a general place of jurisdiction within Germany, then for all legal disputes arising from and in connection with this Agreement the court responsible for Grafing near München is agreed as exclusive place of jurisdiction unless legally mandatory a different place of jurisdiction is required.

8.3 Any addendum to or amendment of this Agreement or a **License Form** must be made in writing. This applies also to a possible waiver of the written-form requirement.

8.4 If any provision of this Agreement should be or become ineffective or impracticable, this shall not affect the legal validity of the remaining provisions. In place of the ineffective provision, there shall be regarded as agreed an effective provision that comes economically as close as possible to what was intended by the parties.

9. Privacy Note

CADFEM will treat all information provided by the customer with the same care as own confidential documents.

CADFEM is entitled to submit the customer data contained in the License Form to the producers of the software as far as this is necessary for the purpose of licensing of the software or in order to process support requests of the customer. If a producer is established outside of the EU, the statutory level of data protection may not necessarily be comparable with that of the EU; in this case CADFEM will notify the producer about the purpose of the data submission.

To the extent required for error detection or trouble shooting CADFEM is entitled to submit further information and data (e.g. input data or calculation models) which the customer has delivered to CADFEM to the producer of the respective software if the producer has been bound to confidentiality by CADFEM.

To the extent that CADFEM has used a sales or cooperation partner for the fulfillment of the contractual services and the customer has submitted information and data to this partner, the provisions under this section apply accordingly also to the partner.

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10. Separate Terms of Use

If one of the following software products is listed on the **License Form**, also the terms of use indicated in the particular Appendix shall apply with respect to this product:

FKM inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 1.

Model Reduction inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 1.

Electric Drive Acoustics inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 1.

BIM inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 1.

Tribo-X inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 2.

Bolt Assessment inside ANSYS contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 3.

ROCKY contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 4.

Motor-CAD contains routines that are subject to further terms of use. These routines are not yet covered by the grant of license pursuant to this Agreement. The Customer commits to CADFEM to also comply with the terms of use referred to in Appendix 5.

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Version 10.01.2019 – Appendix 1

Separate Terms of Use for routines in **FKM inside ANSYS** according to § 10 of this Agreement.

Json.NET
https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
JGoodies
http://opensource.org/licenses/bsd-license.html
JCommander and Jackson
www.apache.org/licenses/LICENSE-2.0.html
JAMA
http://math.nist.gov/javanumerics/jama/
Gnuplot
http://gnuplot.cvs.sourceforge.net/gnuplot/gnuplot/Copyright
Eclipse & Equinox
http://eclipse.org/org/documents/epl-v10.php
Remote Application Platform
http://eclipse.org/legal/epl-v10.html
NWTS License Manager, Apache Commons, Apache Batik
www.apache.org/licenses/LICENSE-2.0.html
google-gson
www.apache.org/licenses/LICENSE-2.0.html
Requests
www.apache.org/licenses/LICENSE-2.0.html

Separate Terms of Use for routines in **Electric Drive Acoustics inside ANSYS** according to § 10 of this Agreement.

plotly.js
https://github.com/plotly/plotly.js/#copyright-and-license
CEFSharp
https://github.com/cefsharp/CefSharp/blob/master/LICENSE
EmbedIO
https://github.com/unosquare/embedio/blob/master/LICENSE

Separate Terms of Use for routines in **Model Reduction inside ANSYS** according to § 10 of this Agreement.

METIS
www.apache.org/licenses/LICENSE-2.0.html
Python
http://docs.python.org/3/license.html
NumPy
www.numpy.org/license.html
SciPy
www.scipy.org/scipylib/license.html
MUMPS
http://mumps.enseeiht.fr/index.php?page=dwnld#license
MatplotLib
https://matplotlib.org/users/license.html?highlight=license
dateutil
https://pypi.python.org/pypi/python-dateutil/2.6.0
pyparsing
http://sourceforge.net/project/showfiles.php?group_id=97203

Separate Terms of Use for routines in **BIM inside ANSYS** according to § 10 of this Agreement.

Qt Framework
https://www1.qt.io/qt-licensing-terms/
IfcOpenShell
http://ifcopenshell.org/
OpenCASCADE
https://www.opencascade.com/content/licensing
Locis3d Cubicle
www.locis.gmbh
OpenCollada
https://opensource.org/licenses/mit-license.php
Lapack
http://www.linfo.org/bsdlicense.html

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CADFEM Master License Agreement

Version 10.01.2019 – Appendix 2

Separate Terms of Use for routines in **Tribo-X inside ANSYS** according to § 10 of this Agreement.

1. Object of agreement: In addition to the CADFEM Master License Agreement, this License Agreement (hereinafter referred to as "Agreement") governs the granting of rights of use / exploitation between the Licensor Tribo Technologies GmbH (hereinafter „Tribo Technologies“) and the licensee (hereinafter "Customer") of the software Tribo-X, developed by Tribo Technologies, limited to the modules included in Tribo-X inside ANSYS.

2. Granting of rights: The right to reproduce the software is limited to the installation of the software on a computer system of the customer and to a duplication necessary for loading, displaying, running, transferring and storing the software, as well as the right to make a backup copy of the software by a person authorized to do so pursuant to § 69d para. 2 UrhG (Copyright act). The customer will make a "backup copy" and a copyright notice visible on the created backup copy. Unless the customer has expressly granted rights under this agreement, all rights to the object of agreement - in particular copyright, the rights to or of inventions, as well as technical protection rights with respect to the software - shall be exclusively reserved to Tribo Technologies.

3. Duties and obligations of the customer: In no event shall the customer have the right to rent the software to someone or sublicense it in any other way, disclose it to someone, publish or present it or make it available to any third party in return for payment or free of charge (e.g., Software as a Service).

4. Warranty, third party proprietary rights: The licensed software essentially corresponds to the product description. Warranty claims do not exist with a slight deviation from the agreed or presupposed condition or only insignificant impairment of usability. The description of the software in the user documentation does not contain any guarantees. Any defects must be reported by the customer immediately. The defect display should allow the reproduction of the defect. It is the customer's responsibility to assist Tribo Technologies as far as possible in remedying the defect, in particular to provide information necessary for the correction of defects and, if necessary, to provide error logs. If the software has a defect in the product, Tribo Technologies is entitled to remedy the defect in question within a reasonable period after the defect has been indicated. If this rectification fails twice, the customer is entitled to the legal claims, unless otherwise specified in the following.

No guarantee is given for the correctness and / or usability of the results obtained with the software.

5. Limitation of liability: Claims for compensation are subject to the restrictions of section 4 of the CADFEM Master License Agreement. These restrictions also apply to the legal and personal liability of the employees, the legal representatives and the fulfillment and execution assistance of Tribo Technologies.

6. Secrecy: Tribo Technologies is obligated to treat scientific or technical information or documents obtained from customer in connection with the software Tribo-X inside ANSYS strictly confidential and to not disclose it to any third party, except Tribo Technologies employees who must be aware of this fact and not to make use of them outside the agreed purpose.

The obligation to preserve the secrecy and the non-use does not apply, as far as the information and documents

- were known to Tribo Technologies prior to disclosure by the customer or
- were known to the public or generally accessible prior to or after disclosure or
- were disclosed to Tribo Technologies verifiably by other parties without being originated directly or indirectly from the customer or
- the customer granted a written consent to further use of information and documents.

7. Other provisions: The rights of the customer from this contract cannot be assigned to third parties. This agreement shall be governed by German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The place of performance is Magdeburg. The exclusive jurisdiction for all disputes arising from and in connection with this agreement shall be Magdeburg, insofar as the customer is a merchant in the sense of the HGB (Commercial Code) / a legal person of public law or does not have a general jurisdiction in Germany. Amendments or alterations to this agreement require their written form to be effective. This also applies to any waiver of the requirement for written form.

Should a provision of this agreement be or become invalid, the legal validity of the remaining provisions shall remain unaffected. Instead of the ineffective provision, an effective provision is reached which is closest to the economically desired by the parties.

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Version 10.01.2019 – Appendix 3

Separate Terms of Use for routines in **Bolt Assessment inside ANSYS** according to § 10 of this Agreement.

1. Subject Matter of the Agreement: This License Agreement applies between KISSsoft AG as Licensor and the end user as Licensee of Software provided by KISSsoft AG permanently or for a limited period of time. The subject matter of this License Agreement is the specification of the licenses for use of the Software that is granted to the Licensee.

2. Licensing – Licenses for Use: The Software delivered with these License Provisions is provided by KISSsoft AG to the licensee for use only; it is not sold. KISSsoft AG retains all rights of title and copyrights to the Software exclusively; the granting of a license does not constitute the assignment of any copyrights or other rights of title to the Licensee. Only the electronic media on which the Software is stored and delivered are the property of the Licensee. Apart from licenses limited as to function or time (demo or test versions of the software), and subject to other agreements between KISSsoft AG and the Licensee, KISSsoft AG grants to the Licensee a non-exclusive right, unlimited as to function and time, to use the Software for its own purposes in the agreed-upon scope of functions. The Licensee is permitted to make the number of copies required by the current technology for backup purposes. The Licensee may not edit, restructure, rework, or otherwise alter the Software provided to it. It may decompile the Software only if the statutory prerequisites are met and if KISSsoft AG fails to provide the Licensee with the information that is necessary to produce interoperability within a reasonable period of time after having been requested to do so in writing. The Licensee is not entitled to be provided with the Software's source code.

3. Product Warranty/Guarantee: KISSsoft AG affirms that the Software provided to the Licensee is consistent with the most recent valid standard version and was extensively tested prior to delivery to the Licensee. During the warranty period, KISSsoft AG will replace any defective media and correct any demonstrable programming errors that are the responsibility of KISSsoft AG. The warranty period is one year beginning at the time of shipment of the Software to the Licensee. KISSsoft AG cannot guarantee that the Software provided can be used at the Licensee's site without interruption and without errors under all conditions of use. The Customer is solely responsible for selecting, installing, using, and operating the Software; and for the results obtained by means of its use. KISSsoft AG cannot guarantee the suitability or usability of the Software for the purpose intended by the Licensee; use of the Software by the Licensee is at Licensee's own risk. KISSsoft AG recommends that the Software not be used as the sole tool for the planning and design of components. Additional tests are to be performed on critical components.

In addition, KISSsoft AG cannot accept any responsibility for ensuring that the actual manufacturing or use of a component which was planned or calculated using the Software does not infringe any rights of third parties, such as patent rights, or for ensuring that a component which can be calculated can actually be manufactured.

4. Legal Warranty: KISSsoft AG warrants to the Licensee that all Software provided to the Licensee by KISSsoft AG under this Agreement and other agreements is free of any rights of third parties and/or that the rights required for provision of the Software to the Licensee as specified in these License Provisions have been obtained.

5. Liability: KISSsoft AG will not be liable for any direct losses incurred by the Customer in connection with this contractual relationship unless the loss is attributable to gross negligence or intent. Any other liability, including but not limited to liability for lost profit, indirect losses, and consequential losses of any kind or liability for losses caused by improper use of the Software by the Licensee are expressly excluded.

6. Term of Agreement: This License Agreement is formed for an indefinite period. The License Agreement will terminate immediately without notice or rescission in the event of a breach of ist provisions by the Licensee. If this occurs, the Licensee agrees to delete or destroy the Software and all copies thereof. The Licensor reserves the right to assert claims for damages or other claims against the Licensee.

7. Other Provisions: If any individual provisions or portions of this Agreement prove to be invalid or unenforceable, this will have no effect on the validity of the Agreement in other respects. If this occurs, the Parties will amend the Agreement in such a way as to achieve, as far as possible, the intended purpose of the invalid or unenforceable provision. This License Agreement is governed solely by Swiss law; the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 is excluded.

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Version 10.01.2019 – Appendix 4

Separate Terms of Use for routines in **ROCKY** according to § 10 of this Agreement.

1 - Licensing: Granular Dynamics International LLC (GDI) and Engineering Simulation and Scientific Software Ltda. (ESSS) are the developers and intelectual property owners of ROCKY DEM Software and its modules. The Software delivered with these license provisions is provided to the Licensee for use only; it is not sold. The granting of a license to use does not constitute the assignment of any copyright or other rights to the Licensee. GDI and ESSS grants to the Licensee a non-exclusive right to use the Software for its own purposes in the agreed-upon scope of functions and time.

2 - Governing laws: This agreement shall be governed and construed according to the laws of the State of Delaware, United States of America.

3 - Export restrictions: The Product may not be used, exported or re-exported to any country to which United States of America (U.S.) embargoes goods. Customer is responsible for fully complying with U.S. export laws.

4 - Open source components:

Python

http://docs.python.org/3/license.html

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CADFEM Master License Agreement

Version 10.01.2019 – Appendix 5

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