

ABAQUS, INC.

SOFTWARE LICENSE AGREEMENT FOR ACADEMIC INSTITUTES

ABAQUS, Inc. and the Institute hereby agree as follows:

1. Definitions

Terms used herein shall have the following definitions:

INSTITUTE: Queen's University at Kingston, as trustee on behalf of the High Performance Computing Virtual Laboratory (HPCVL) Member Institutions

LICENSE AGREEMENT IDENTIFIER:

DESIGNATED FACILITY: The site or facility specified in a License Supplement, at which Institute has employees and Institute will use ABAQUS Programs.

ABAQUS: ABAQUS, Inc., a Rhode Island corporation with principal offices at Rising Sun Mills, 166 Valley Street, Providence, Rhode Island 02909 USA.

RESPONSIBLE PERSON: The person identified in a License Supplement who has accepted the responsibility for ensuring that all usage of the ABAQUS Programs at the Designated Facility complies with the terms of this Software License Agreement.

ABAQUS PROGRAM: One of the computer programs specified in a License Supplement and furnished by ABAQUS to Institute under the terms of this Software License Agreement, including the ABAQUS documentation for such program.

LICENSE SUPPLEMENT: A supplement to this Software License Agreement specifying each Designated Facility and each ABAQUS Program to be licensed hereunder for use at that Designated Facility, including the Responsible Person, usage tokens, license fees and duration. A License Supplement shall be in the form of Exhibit A to this Agreement. A License Supplement may modify the terms of a previous License Supplement but may not modify the terms of this Software License Agreement.

MEMBER INSTITUTE: An academic Institution that is a member of a group whose students and faculty are entitled to use Institute's computing facilities.

2. Delivery and Documentation

ABAQUS agrees to provide executable versions of each ABAQUS Program specified in a License Supplement. The ABAQUS Programs shall conform to the specifications in the applicable ABAQUS Program manuals.

Institute shall install the ABAQUS Programs in accordance with documentation and materials furnished by ABAQUS.

ABAQUS shall provide Institute with electronic versions of the manuals for the ABAQUS Programs. Institute may purchase printed copies of the manuals at ABAQUS standard prices for such manuals.

3. License

ABAQUS hereby grants to Institute and Institute accepts from ABAQUS a non-transferable and non-exclusive license to use the ABAQUS Programs specified in a License Supplement in accordance with this Agreement and the applicable License Supplement during the duration of this License specified in Section 5 (Duration).

Institute acknowledges and agrees that the ABAQUS Programs are copyrighted and that neither this Agreement nor any License Supplement grants Institute any title or rights of ownership in any ABAQUS Program or any right to use, copy, transfer or disclose all or any portion of any ABAQUS Program except as expressly provided in this Agreement and the applicable License Supplement.

4. Restrictions on Use

Each ABAQUS Program may be used only by Institute's faculty and enrolled students while they are at, or by remote access to, a Designated Facility. Faculty and enrolled students at a Member Institute may also use the ABAQUS Programs in the same manner if the Member Institute has its own current academic license for the use of ABAQUS software. Institute will notify ABAQUS in writing of all users from Member Institutes that use any ABAQUS Program and will ensure that all such users are aware of the terms and conditions of this Agreement.

An ABAQUS Program shall only be used at any time, (i) on uniquely identified computer processors, and/or (ii) by no more than a maximum number of simultaneous users, and/or (iii) on no more computer processors on a network than the maximum processing capacity measured by the maximum number of simultaneous usage tokens, as specified in the applicable License Supplement.

Each ABAQUS Program shall be used by Institute only for Institute's and Member Institutes' internal purposes. Except for Member Institutes, Institute shall not make all or any part of any ABAQUS Program available to any third person as part of a data services operation or otherwise.

All use of any ABAQUS Program by both the Institute and any Member Institutes shall be under the direct supervision and control of a Responsible Person. Institute hereby asserts that each Responsible Person is fully cognizant of the terms and conditions of this Agreement, and has the authority to exercise such supervision and control.

Institute shall not reverse compile, disassemble, or otherwise reverse engineer any ABAQUS Program, or allow anyone else to do so (except only to the extent that such prohibition is contrary to applicable law), as ABAQUS offers alternatives to facilitate interoperability. Institute agrees not to remove or destroy any proprietary markings or legends or any encrypted license keys or similar security devices placed upon or contained within any ABAQUS Program.

Any use of any ABAQUS Program for a commercial purpose or to produce calculations having commercial value, including any project or calculation of a type performed in the normal course of a business or practice, is prohibited except during any period of not less than one month's duration during which Institute shall pay non-discounted license fees to ABAQUS according to ABAQUS's then current price list.

Institute shall: (i) utilize its best efforts to prevent unauthorized disclosure or use of any ABAQUS Program; (ii) treat all ABAQUS Programs with the same degree of care as it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use; and (iii) not make or permit to be made any more copies of any ABAQUS Program than are necessary for the Institute's internal use as permitted by this Agreement.

5. Duration

The license granted under this Agreement shall commence for each ABAQUS Program on the later of the date that ABAQUS Program has been shipped and the date that the license key for that ABAQUS Program has been delivered to the Institute. Unless earlier terminated as provided in Section 13, this license shall continue for one (1) year thereafter. It may be extended for an additional one-year period commencing on each anniversary of the date of shipment by Institute's pre-payment of the appropriate license fees at least thirty (30) days in advance of the expiration date of the license. At each such renewal ABAQUS shall provide the then current version of each ABAQUS Program.

Any ABAQUS Program shall be deemed accepted by the Institute fifteen (15) days after shipment unless Institute notifies ABAQUS in writing within that period that the installation was unsuccessful due to specific problems with that ABAQUS Program. Upon resolution of the specific problems the ABAQUS Program shall be deemed accepted.

6. Charges

Institute agrees to pay to ABAQUS all charges and fees specified in each License Supplement in full prior to any shipment of any ABAQUS Program. Whenever a new License Supplement modifies the terms of a previous License Supplement during the term of this Agreement, the corresponding change in the annual license fee, pro-rated to the time period from the date of the modification to the next anniversary of the date of acceptance, shall be paid in full prior to shipment of the ABAQUS Programs corresponding to that new License Supplement.

Institute agrees to pay to ABAQUS non-discounted license fees according to ABAQUS's then current price list for any use of any ABAQUS Program for a commercial purpose or to produce calculations having commercial value. Such payment shall be made not less than thirty (30) days after the commencement of such use and monthly thereafter until Institute notifies ABAQUS in writing that such use has ceased.

ABAQUS reserves the right to change its price list, including license fees, without notice.

7. Maintenance, Enhancement and Support

ABAQUS Programs are furnished at Institute's request solely for Institute's internal purposes AS IS, WITH ALL DEFECTS, without maintenance, support, or improvements. During the term of this License Agreement, and on a regular basis, ABAQUS will supply status reports which document known deficiencies in ABAQUS Programs. Institute may obtain a new release of any ABAQUS Program upon request and upon payment of the fee for installation materials and documentation specified in ABAQUS's price list.

Institute may obtain assistance from ABAQUS support personnel on a "time and materials" basis at ABAQUS's standard charges for short-term consulting work, provided that Institute has authorized payment of all of ABAQUS's estimated costs for providing such assistance prior to any such activity.

Institute acknowledges that ABAQUS may develop and market new or different computer programs which use all or a part of any ABAQUS Program and which perform functions similar to or different from those performed by any ABAQUS Program. Nothing contained in this Agreement shall give Institute any rights with respect to such new or different computer programs.

Any modification or attempted modification of any ABAQUS Program or any failure of Institute to

implement improvements and updates to any ABAQUS Program as supplied by ABAQUS shall void any obligations of ABAQUS under this Section.

8. Non-Disclosure

In utilizing ABAQUS support services, Institute shall not submit any information to ABAQUS that Institute considers to be: (a) confidential or proprietary without first entering into a mutually agreeable non-disclosure agreement, or (b) subject to any governmental export or security regulations without first making arrangements with ABAQUS for restricting access to appropriate personnel.

9. Warranty

The ABAQUS Programs are provided AS IS, WITH ALL DEFECTS. If an ABAQUS Program, when properly installed, does not perform in accordance with the specifications in the applicable ABAQUS Program manuals, Institute's sole remedy for any defect in any ABAQUS Program shall be to terminate this Agreement as to the defective ABAQUS Program without further liability of Institute or ABAQUS (except for Institute's obligations under Sections 8 and 13(d)) in the event that ABAQUS fails to cure such defect within 45 days after ABAQUS has received written notice from Institute specifying the defect. Any modification or attempted modification of any ABAQUS Program by Institute or any failure by Institute to implement any improvements or updates to any ABAQUS Program as supplied by ABAQUS shall void this warranty. ABAQUS shall not be responsible for any defect in, or caused by, any subroutine added to any ABAQUS Program by Institute.

Except as specifically provided in this Section, ABAQUS makes no representation or warranty either express or implied as to any matter whatsoever, including, without limitation, the condition of any ABAQUS Program, its merchantability, or its fitness for any particular purpose. Any other representations or warranties made by any person, including employees or representatives of ABAQUS which are inconsistent herewith shall be disregarded by Institute and shall not be binding upon ABAQUS.

10. Infringement

If notified promptly in writing of any judicial action or other claim brought against Institute based on an allegation that Institute's use of any ABAQUS Program infringes a United States patent or copyright or any proprietary rights of a third party or constitutes a misuse or misappropriation of a trade secret, ABAQUS will defend or resolve such action or claim at its expense and will pay the costs and damages awarded in any such action or the cost of settling such action or claim provided that ABAQUS shall have sole control of the defense of any such action or claim and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Institute's use of any ABAQUS Program by reason of any such infringement, misuse or misappropriation, or in ABAQUS's opinion Institute's use of any ABAQUS Program is likely to become the subject of a claim of such infringement, misuse or misappropriation, ABAQUS may at its option and expense either (i) procure for Institute the right to continue to use the ABAQUS Program as contemplated by this Agreement or (ii) replace or modify the ABAQUS Program to make its use hereunder non-infringing while being capable of performing the same functions.

If neither option is reasonably available to ABAQUS, this Agreement may be terminated by ABAQUS without further obligation or liability other than to refund pre-paid license fees on a pro rata basis.

ABAQUS shall have no liability under this Section in the event of any modification or attempted modification of any ABAQUS Program by Institute or any failure by Institute to implement any

improvements or updates to any ABAQUS Program as supplied by ABAQUS, or for any claim of infringement based on Institute's use or combination of any ABAQUS Program with any software or device not supplied by ABAQUS.

11. Limitation of Liability

Institute expressly acknowledges that:

a. ABAQUS shall not be liable for loss of profit, loss of business, or other financial loss which may be caused, directly or indirectly, by the inadequacy of any ABAQUS Program for any purpose or use thereof or by any defect or deficiency therein.

b. ABAQUS shall not have any liability with respect to any loss or damage related to or arising from: (i) any failure of any ABAQUS Program to perform as specified herein except as and to the extent otherwise expressly provided herein; or (ii) any use or application of any ABAQUS Program or the results or decisions made or obtained by users of the ABAQUS Program.

c. Except for liabilities arising under Section 10 (Infringement), the total of ABAQUS's liabilities to Institute for damages, if any, shall not exceed the amounts paid by Institute under this Agreement during the twelve (12) months preceding the assertion of Institute's claim.

d. No action, regardless of form, arising out of any transaction under this Agreement may be brought ABAQUS or Institute more than one year 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.

12. Taxes

In addition to all other charges and fees specified in this Agreement, Institute agrees to pay (and to reimburse ABAQUS if ABAQUS pays): (a) all customs and import duties and equivalent charges for copies of the Programs delivered to Institute outside the United States and (b) all federal, state, local taxes or other taxes (exclusive of business privilege or franchise taxes levied on ABAQUS and taxes based on ABAQUS's net income), including, but not limited to, sales, use, added value, or excise taxes, or amounts levied in lieu thereof, based on charges and fees payable under this Agreement or based on Institute's use of any ABAQUS Program.

13. Termination

a. ABAQUS shall have the right without further obligation or liability to Institute to terminate this Agreement and Institute's license hereunder as to any ABAQUS Program (i) in any event upon thirty (30) days written notice or (ii) if Institute breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after written notice by ABAQUS of such breach. ABAQUS's termination of this Agreement and/or repossession of the ABAQUS Program shall be without prejudice to any other remedies that ABAQUS may lawfully have by virtue of Institute's breach.

b. Institute shall have the right to terminate this Agreement and Institute's license hereunder as to any ABAQUS Program (i) if ABAQUS breaches any provision other than Section 9 (Warranty) of this Agreement as to such ABAQUS Program and fails to remedy such breach within thirty (30) days after written notice by Institute of such breach, or (ii) as of the end of any annual license period as provided in Section 5 (Duration) of this Agreement.

c. Institute's obligations under Paragraph (d) of this Section and to pay all charges and fees accrued as of the date of any such termination shall survive any such termination.

d. Upon the termination of this Agreement as to any ABAQUS Program, the license and all

other rights granted to Institute as to that ABAQUS Program hereunder shall immediately cease, and Institute shall immediately: (i) return that ABAQUS Program to ABAQUS including all documentation, manuals and copies in respect of that ABAQUS Program; (ii) purge all copies of that ABAQUS Program and any portions thereof from all CPU's and storage media and devices on which Institute has placed or allowed others to place that ABAQUS Program; and (iii) give ABAQUS a written certification that Institute has complied with its obligations under this Paragraph 13(d).

14. Government Contracting

If Institute is an agency or unit of the U.S. Government, the ABAQUS Programs and the related documentation are "commercial items," specifically "commercial computer software" and "commercial computer software documentation," and consistent with FAR 12.212 and DFARS 227.7202, as applicable, are licensed to Institute only with those rights as are granted pursuant to this Agreement.

If any ABAQUS Program is used in connection with US or other government contracting or subcontracting, Institute shall ensure that no government entity shall acquire any rights of any nature in that ABAQUS Program.

15. Export

Institute acknowledges that all ABAQUS Programs are or may be subject to US export regulations. Institute shall comply with all such regulations and shall not export any ABAQUS Program unless Institute first obtains, at Institute's expense, any and all licenses and permits required under applicable regulations.

16. Acknowledgment

Institute agrees to provide suitable acknowledgment of ABAQUS's provision of any ABAQUS Program in all publications and reports which make reference to or use results generated with the ABAQUS Program. Institute further agrees to furnish ABAQUS with one copy of any such report or publication that is not confidential.

17. General Provisions

a. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either party, shall acquire all interest of such party hereunder and further provided that ABAQUS may elect to perform some services or duties, such as maintenance, enhancement and support, through a local representative who shall be entitled to invoice Institute for such services pursuant to this Agreement.

b. This Agreement shall be governed and construed in accordance with the laws of the State of New York, United States of America, applicable to contracts executed and to be performed in that State and shall not be governed by the United Nations Convention on the International Sale of Goods. .

c. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement. Institute acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instrument submitted by Institute.

d. This Agreement supersedes any and all prior Software License Agreements between the parties governing ABAQUS Programs.

e. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

f. The obligations of Institute under Sections 4 (Restrictions on Use) and 15 (Export) hereof are of a special and unique character which gives them a peculiar value to ABAQUS for which ABAQUS cannot be reasonably or adequately compensated in damages in the event Institute breaches such obligations. Therefore ABAQUS shall, in addition to other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

g. Portions of the ABAQUS Programs may be furnished by ABAQUS under license from ABAQUS's third-party providers. ABAQUS has assumed responsibility for the selection of such materials and their use in producing the ABAQUS Programs. In any matter involving any such third-party provider and the ABAQUS Programs, the disclaimers of warranties and limitations of liability in Sections 9 (Warranty) and 11 (Limitation of Liability) hereof will also apply to any such third-party provider.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below, the later of such dates being the effective date of this Agreement.

INSTITUTE

ABAQUS, INC.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit A: License Supplement

ABAQUS, INC.
LICENSE SUPPLEMENT

CUSTOMER/INSTITUTE:
SOFTWARE LICENSE AGREEMENT IDENTIFIER:
LICENSE SUPPLEMENT DATE:
DESIGNATED FACILITY:
FACILITY ADDRESS:

RESPONSIBLE PERSON:
PO NUMBER:

Add the following:

Item License Details

1 **Network License** **Site ID:**
ABAQUS Program:
Analysis tokens: **ABAQUS/Viewer tokens:** **ABAQUS/CAE tokens:**
ABAQUS Interface for MSC.ADAMS tokens: **FE-Safe tokens:**
ABAQUS Interface for MOLDFLOW tokens:
CATIA V4 tokens: **I-deas tokens:**
Pro/ENGINEER tokens: **Parasolid tokens:**
CATIA V5 tokens: **ABAQUS for CATIA V5 tokens:**
Network servers: **Computer type** **Operating System** **Computer ID**

License Period: **to** **License type:** **Price:**

Status of License including the Changes Above

License Details

Network License **Site ID:**

ABAQUS Program:

Analysis tokens: **ABAQUS/Viewer tokens:** **ABAQUS/CAE tokens:**
ABAQUS Interface for MSC.ADAMS tokens: **FE-Safe tokens:**
ABAQUS Interface for MOLDFLOW tokens:
CATIA V4 tokens: **I-deas tokens:**
Pro/ENGINEER tokens: **Parasolid tokens:**
CATIA V5 tokens: **ABAQUS for CATIA V5 tokens:**

Network servers: **Computer type** **Operating System** **Computer ID**

Expiration Date:

License type: