ALTAIR ENGINEERING, INC.
SOFTWARE EVALUATION LICENSE AGREEMENT

This is a legal license agreement ("Agreement") between _____
("User") located at _____ and
ALTAIR ENGINEERING, INC. ("ALTAIR") located at 1820 E. Big Beaver Road, Troy, Michigan 48083-2031, effective _____.

GRANT OF LICENSE: ALTAIR grants User a personal, non-exclusive and non-transferable right to use for non-production purposes an evaluation version of the Altair software program _____ ver _____ and related documentation (collectively "Software") only for the term of this Agreement. User shall not assign, sell, lease, license, disclose, give, or otherwise transfer the software or any copy thereof to any other person or entity.

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TERM AND TERMINATION: This Agreement shall terminate _____ days after its effective date. User shall immediately discontinue all use of the Software, and delete all copies and electronic files from the computer system on which the Software was installed.   The sections entitled "CONFIDENTIALITY AND PROPRIETARY RIGHTS", and "DISCLAIMER AND LIMITATION OF LIABILITY" shall survive termination of this Agreement for any reason.

GENERAL TERMS: (a) This Agreement shall be governed by the laws of the United States and the State of Michigan. The parties agree that all disputes shall be subject to the jurisdiction of courts in the State of Michigan. (b) This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements and understandings relating thereto.   This Agreement shall only become effective when executed by duly authorized representatives of both parties. (c) User acknowledges that the Software is a unique, confidential and valuable asset of ALTAIR, and that ALTAIR has the right to seek all equitable and legal redress which may be available for the breach or threatened breach of this Agreement, including the absolute right to immediately terminate this Agreement.

ALTAIR: **USER:**

By: _____   **By:** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____