

ALTAIR STUDENT CONTEST CONSENT AND RELEASE

The Participant (as identified in the online submission form) wishes to participate in Altair Engineering Inc. ("Altair")'s Student Contest (the "Program"). As a condition of this participation, the Participant agrees to the terms and conditions of this Consent and Release Form (the "Agreement"). The Participant understands that participation in the Program is voluntary. By acknowledging and accepting the terms of this Agreement, the parent or legal guardian of the Participant knowingly and voluntarily agrees to the terms on behalf of themselves and their personal representatives, the Participant, heirs, and next of kin. Unless otherwise noted, references to "the Participant" in this Agreement include the Participant's parent or legal guardian.

1. Assumption of Risk

The Participant understands that participation in the Program may expose them to risks of injury or illness, including but not limited to those resulting from:

- building, lifting, and using electrical/mechanical robots and components;
- using tools;
- interacting with other participants;
- engaging in physical activities;
- exposure to COVID-19 or other infectious diseases; and
- other activities related to the Program.

The Participant also acknowledges that Altair does not select, employ, supervise, or control the coaches, mentors, or other participants during the Program. The Participant agrees that their parent or legal guardian is primarily responsible for the Participant's safety and will monitor their participation in the Program as appropriate, considering the Participant's age and other factors

2. Release of all Claims

In consideration of the Participant's voluntary participation in the Program, the Participant assumes all risks associated with such participation. Except for claims arising out of Unacceptable Use of the Recordings (as defined below in Section 5), the Participant hereby releases Altair and its directors, officers, employees, other participants, and agents (the "Altair Releasees") from any and all claims, suits, liabilities, actions, and causes of action, including but not limited to claims of negligence on the part of the Altair Releasees. This release covers any property or personal loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence or intentional wrongdoing) of the Altair Releasees.

3. Indemnification

The Participant agrees to indemnify the Altair Releasees from and against any and all claims, suits, actions, causes of action, including but not limited to claims of negligence, and any other liabilities, including attorneys' fees, by any person arising out of or resulting directly or indirectly from the Participant's participation in the Program. This includes, but is not limited to, damage to personal property caused by the Participant or injury of any person caused by the Participant.

4. Waiver of Lawsuits

Except for claims arising out of Unacceptable Use of the Recordings (as defined below in Section 5), the Participant agrees not to initiate or cause to be initiated, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court or arbitration system or procedure, against the Altair Releasees arising out of the Participant's participation in the Program.

5. Consent to Record and Collect Personal Data

The Participant understands that live broadcasts, photographs, videotapes, and other recordings (collectively, the "Recordings") may be made of participants in the Program, including the Participant. The Participant consents to these Recordings and their use to publicly market and promote Altair, Altair products, software, and services, and the Program.

The Participant understands that Altair is the sole and exclusive owner of all rights, title, and interest in the Recordings, including all copyrights and other intellectual property rights. The Participant will not have the right to review or approve any Recording before it is used or disclosed.

Altair agrees that its use of the Recordings shall not portray the participant in any manner that could be interpreted as demeaning or in a negative light, as determined solely by Altair ("Unacceptable Use of the Recordings").

The Participant consents to the collection and processing of personal data, including without limitation:

- First and last name
- Signature
- Participate school and grade level
- Physical address
- Email address
- Phone number
- Photos, videos, and audio
- IP address and other online identifiers
- Awards or accolades

For more information on Altair's privacy practices (including without limitation use and disclosure) and the Participant's privacy rights, please see Altair's Privacy Policy at <https://altair.com/privacy-policy>. If any terms of this Agreement conflicts with Altair's Privacy Policy, the terms of this Agreement will control. The Participant acknowledges they have read, understand, and affirmatively consent to the collection and processing of personal data in accordance with this Agreement and Altair's Privacy Policy.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the matters addressed herein. It supersedes any other agreements or understandings, whether written or oral, and can only be modified by a written agreement signed by an authorized representative of Altair. Any waiver of any obligation by either party does not constitute a waiver of any other obligation or the same obligation on a future occasion.

7. Severability and Counterparts

The terms of this Agreement are independent of one another. If any term of the Agreement is found to be unenforceable by a court, the remaining terms will remain in full force and effect. Multiple copies of this Agreement may be signed, and all copies will constitute the same agreement.

8. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Delaware. The Participant agrees to submit to the jurisdiction of the state and federal courts located in Delaware.

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