

TERMS FOR ANSYS TRAINING

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By registering for Training Services, Licensee agrees to be bound by the terms and conditions of the software license agreement as well as these Terms for ANSYS Training. In absence of such agreement, the agreement shall consist in the terms provided on <http://www.ansys.com/terms.htm>.

In case of conflict between the software license agreement and these terms, the latter shall prevail with regards to Training Services.

1. DEFINITIONS

- a. « Training Services » means non-exclusive services provided by Licensor, its Affiliates which aim to provide additional tools/resources/materials to improve Licensee's use of the Programs. Such services shall illustrate how to use the ANSYS Programs.
- b. «Training Class» means one specifically designated Training Class (whether Private Training or Public Training) as opposed to Training Subscription or Bulk Training.
- c. « Bulk Training » means the purchase of the right to access a fixed number of training days (whether Private Training or Public Training) for a limited period of time as described on the Registration Pages.
- d. « Training Subscription » means the purchase of the right to access unlimited number of Public Training for a fixed period of time as described on the Registration Pages. Training subscription does not include any Training Services for ANSYS Programs offered by any third party.
- e. «Live Training» means a training, which takes place at Licensor or Licensee's site as indicated on Licensor's website.
- f. «Virtual Training» means a training which takes place online, accessible to the Users with a valid login and password.
- g. « Private Training » means a training dedicated to Licensee which is made available by Licensor to purchase. Such Training could be Virtual Training or Live Training.
- h. « Public Training » mean all the standard training offered in the regularly scheduled classes as posted by Licensor to purchase online via the Registration Pages. Such Training could be Virtual Training or Live Training.
- i. «Purchase Code» means a code provided by Licensor to Licensee which allows decrement (in case of Bulk Training) or waive of payment (in case of a Training Subscription) where valid.
- j. «Registration Page» means the webpage which allows Licensee to purchase Training Services and register for Training Classes.
- k. «Software License Agreement» means the agreement between Licensee and Licensor which governs the use of the Programs and provision of TECS. In absence of such agreement, the agreement shall consist in the terms provided on <http://www.ansys.com/terms.htm>.
- l. «Training Fees» means the fees to be paid by Licensee for Training Services.
- m. « User » means Licensee's employee who is entitled to access the Training Services.

Any other terms which appear with in a capitalised form shall have the same meaning than they have in the Software License Agreement.

2. PRESENTATION OF THE TRAINING SERVICES

Licensee can order Training Services by entering some basic information on the Registration Pages. The Registration Pages will specify the entity in Licensor's organization providing the Training Services to whom a purchase order shall be addressed to, should Licensee choose such payment method. Training Services are subject to the prior registration of a minimum and a maximum number of Users.

For Virtual Training, the access shall be enabled by the provision of login(s) and password(s) to Licensee by email. For Live Training, the modalities shall be organized after the registration confirmation.

Such Training are available under three forms: Training Subscription, Bulk Training and Training Class as described hereinafter.

a. Training Subscription

Upon acceptance of the registration by Licensor ("Effective Date of Subscription"), Licensee shall be provided with appropriate Purchase Code which shall allow access to Training Classes by

authorized Users. When valid, such credentials would have for effect to waive Training Fees to be paid for individual Training Classes.

There are two sorts of Training Subscriptions:

- i. **ANSYS Named User Training Subscription**
A Named User Training Subscription means a Training Subscription for the benefit of a sole User of Licensee.
 - ii. **ANSYS Enterprise Training Subscription**
An ANSYS Enterprise Training Subscription means a Training Subscription for to up to five hundred (500) employees in Licensee's organization and its Affiliates.
- b. **Bulk Training**
When Licensee purchases a Bulk Training, Licensee will be provided by Licensor with a Purchase Code to enter at the checkout on the Registration Pages for a Training Class. The number of training days will not exceed in aggregate the Bulk Training amount paid by Licensee to Licensor or its Affiliate for such Bulk Training during the Term ("Bulk Training Balance"); and each such training day request during the Term will be decremented in accordance with the Training Fee against the Bulk Training Balance until the earlier of such Bulk Training Balance reaching 0 value through the decrementing process or the expiration of the Term.
Any portion of the Bulk Training Balance unused at the end of the Term will be forfeited without refund.
- c. **Training Class**
Access to a Training Class is allowed through Training Subscription, Bulk Training or payment of the Training Fee which corresponds to such Training Class. One entry on the Registration Page shall correspond to one User access to the Training Class.

For avoidance of doubt, the LAN limitation is not applicable to Training Services.

3. WARRANTY

Licensor warrants that the Training Services shall be performed with the standard of care and skill ordinarily used by other members of the software services profession when undertaking similar services.

4. PAYMENT

Licensee acknowledges that the Training Services are not included in the TECS.

Training Fees are to be paid by credit card or upon thirty (30) days of receipt of Licensor's invoice. Payment by credit card is taken as soon as the registration is processed and confirmed to Licensee.

Where applicable, Licensee shall reimburse Licensor or its Affiliate for reasonable and necessary expenses incurred by Licensor or its Affiliate in connection with providing the Training under the Agreement, including reasonable and necessary travel expenses for any travel which has been approved in advance by Licensee.

5. CONFIDENTIALITY

Any commercial and technical information which relate to the Training Services shall be considered as Program Confidential Information. The Training materials are to be used in accordance with the Software License Agreement. The training materials shall not be transferred to third parties, without Licensor's prior written consent.

All Program Confidential Information remain Licensor's property. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by these Terms.

6. NON-ASSIGNABILITY

Training Services are nonassignable, nonexclusive, non-transferable.

Licensee shall not assign these Terms and the Training Services to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Licensor. These Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees.

More particularly, ANSYS Named User Training Subscription and ANSYS Enterprise Subscriptions cannot be transferred to another User without Licensor's prior written consent.

Licensee shall hold Licensor and its Affiliates and suppliers harmless from and against all losses, damages, liabilities as a result of Licensee's non-compliance with this provision.

7. LIMITATION OF LIABILITY

SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ITS AFFILIATES, CHANNEL PARTNERS AND SUPPLIERS WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.

Except for Licensor's indemnification obligations set forth in Section 7(a) of the Software License Agreement and for Licensor's material breach of Section 5 of the Software License Agreement, in no event will Licensor's, its Affiliates', Channel Partners' and suppliers' aggregate liability to Licensee exceed, in the case of a Training Class or Bulk Training the corresponding Training Fee or, in the case of a Training Subscription, the Training Fee paid for such Training Subscription during the preceding twelve (12) months.

8. CANCELLATION OF A TRAINING CLASS

a. Cancellation by Licensee

Licensor reserves the right to collect a portion of the Training Class Fee if the cancellation occurs less than 5 business days prior to the scheduled Training Class for a Training. The full Training Class Fee may be collected if the cancellation occurs on the Training Class date, or if the User does not attend.

b. Cancellation by Licensor

Licensor reserves the right to cancel or reschedule a Training Class 5 business days prior to the scheduled training. In the event of such cancellation, Licensor's will make every effort to re-enroll the student in a similar class in the same facility or near the same start date, depending on the student's preference. The liability is limited to a refund of the corresponding Training Class Fee only. Licensor shall not be responsible for any loss, damage, or liability resulting to Users or Licensee relating to that cancellation. Licensor shall not be liable for any failure to provide a Training Class due to causes or conditions beyond Licensor's reasonable control.

9. MISCELLANEOUS

Any terms and conditions contained in Licensee's purchase order or other standardized form sent by Licensee are hereby excluded.

**ALL THE OTHER PROVISIONS OF THE SOFTWARE LICENSE AGREEMENT SHALL
REMAIN UNAMENDED.**