

Cloud Services Terms

1. Additional Definitions

- a. **Contract User** means an individual or entity, other than an employee of Customer or Customer's Affiliates, that uses the software for Customer's Internal Business Purposes.
- b. **Customer Content** means all information submitted by Customer while using the Cloud Services.
- c. **Effective Date** means the start date for the Cloud Services as specified in the Order Form.
- d. **Internal Business Purposes** means the purposes of Customer and includes using the Cloud Services for providing consulting services to third parties but does not include providing data processing services, serving as an application service provider, or providing batch processing services based on the Cloud Services.
- e. **Cloud Services** means the services described in a Cloud Services Description and provided under these Cloud Services Terms.
- f. **Subscription Term** means the time period Customer is authorized to obtain the Cloud Services as specified in the Order Form.
- g. **User** means an employee of Customer or Customer's Affiliates or a Contract User.

2. Provision of Cloud Services

- a. Ansys grants to Customer a non-exclusive, non-transferable, non-sublicensable license, during the Subscription Term to access and use the Cloud Services as specified in the Order Form. The Cloud Services may only be accessed by Users for Customer's Internal Business Purposes. Customer is responsible for the use of the Cloud Services by all Users.
- b. Ansys is not conveying to Customer any title, ownership, copyright or any other intellectual property rights in or related to the Program or the infrastructure used to deliver the Cloud Services, and Ansys reserves all rights in and to the Program and infrastructure which are not expressly granted to Customer in an Agreement.
- c. In providing the Cloud Services, Ansys will apply the security measures described in the applicable Cloud Services Description. Ansys may access Customer's account and Customer Content as necessary to comply with the law, to identify or resolve technical problems or respond to complaints about the Cloud Services. In doing so, Ansys will use commercially reasonable efforts to maintain the confidentiality of Customer Content.
- d. Ansys may make pre-production versions or pre-production functionality of the Cloud Services available to Customer. If Customer chooses to use pre-production versions or functionality marked as such, they are provided to Customer as is and without any warranty, and they are Confidential Information of Ansys. Customer's use of pre-production versions or functionality is for experimental, non-production purposes only and Customer shall provide its feedback to Ansys as appropriate. Ansys shall be entitled to use such feedback in the further development of its Offerings without any remuneration due to Customer. Use of the pre-production versions shall be at Customer's sole risk.

3. Customer Responsibilities

- a. The Cloud Services are based on Ansys' proprietary Programs. Customer shall not translate, modify, reverse engineer, decompile, disassemble or decode the Program used for the Cloud Services or any part thereof. Customer shall not combine, link or compile the Cloud Services with any other software. Customer shall not create derivative works based on the Cloud Services or the Program and shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Program or anything related to the Cloud Services. All of the restrictions in this Section 3 are for the benefit of Ansys, its Affiliates, Channel Partners and technology providers.
- b. Customer shall only use the Cloud Services for lawful purposes. Customer shall not upload or otherwise transmit through the Cloud Services any material that infringes upon the rights of others, which encourages conduct that would constitute a criminal offense, or gives rise to civil liability. Customer shall be solely responsible for Customer Content. Any conduct by Customer that in Ansys' reasonable discretion restricts or inhibits any other Ansys customer from using or enjoying the Cloud Services is expressly prohibited.

- c. Customer shall not store any harmful or malicious content on the Cloud Services, interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein, or attempt to gain unauthorized access to the Cloud Services or related systems or networks. Customer shall not perform any intrusion attempts on the Cloud Services without Ansys' prior written consent.
- d. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Cloud Services and shall notify Ansys promptly of any such unauthorized access or use. Customer shall keep all User credentials provided by Ansys confidential and shall inform Ansys if the confidentiality of any User credentials has been compromised.
- e. Customer agrees that it will not submit to Ansys any data relating to individually identifiable health information (including genetic data, biometric data, demographic data, medical history, test results, or other information that relates to past, present, or future health conditions, healthcare services, healthcare coverage, and related payment services) or any other information that is subject to laws that regulate the processing of such health data. Customer acknowledges and agrees that Ansys is not a Covered Entity or Business Associate (each as defined by the US HIPAA act).

4. Term

- a. Unless otherwise specified in the Order Form, the term of the Cloud Services shall be one year. The parties may agree to shorten or prolong the term of subsequently purchased Cloud Services to make them coterminous with previously purchased Cloud Services.
- b. Upon expiration or termination of an Agreement involving the Cloud Services, the Cloud Services will no longer be available to Customer. Ansys may (in its sole discretion) provide to Customer access to Customer Content for a period of thirty days after termination or expiration for the sole purpose of enabling Customer to copy any Customer Content.

5. Warranty and Service Levels

- a. Ansys warrants that the Cloud Services will be free of material defects and will function in substantial conformance with their documentation. Ansys does not make any representations or warranties that the functions performed by the Cloud Services will meet Customer's requirements, that the operation of the Cloud Services will be uninterrupted or error free, or that all defects in the Cloud Services will be corrected.
- b. Customer may be entitled to additional rights as described in the service level agreement section of the applicable Cloud Services Description.