

## **Ansys Innovation Certification Agreement (AIC)**

These terms and conditions (hereinafter the “Certification Agreement”) apply to the Ansys Certification (the “Program”) and are in addition to the Terms.

By clicking on “I agree” (or a similar button) or by registering for or accessing any Exam, You confirm acceptance of this Certification Agreement and all program policies, if any, provided or otherwise made available to You, and You agree to be bound by this Certification Agreement. If You do not agree, You do not have the right to access or take an Exam, participate in the Program or receive an Ansys Certification.

### **1. Definitions**

**Ansys Certification.** The certification You receive upon successfully completing an Exam.

**Badge.** An electronic certificate that shows Your completion and passing of a specific Certification issued to You by Ansys and made available by Credly.

**Exam.** An exam offered by Ansys pertaining to specific Training Course(s).

**Exam Content.** All components of any Exams, including but not limited to questions, answers, testing procedures, images, graphs, and diagrams.

**You.** The individual taking an Exam, who will be the sole holder and recipient of a Certification.

**1. Intellectual Property Ownership.** All Exam Content is the exclusive and confidential property of Ansys and Ansys retains all rights, title and interest (including intellectual property rights) in and to the Exam Content. No content of an Exam may be copied, photographed, reproduced, modified, published, uploaded, transmitted, or distributed in any way. The confidentiality provisions as set forth in the Terms apply to all Exam Content. Ansys Certification(s) are posted in the names of individuals, not entities. No entity may claim association with a particular Ansys Certification.

**2. Conduct.** You agree not to take any action that could compromise the confidentiality of any Exam, Exam process, or Exam answers. Prohibited actions include, but are not limited to: (i) distributing actual or purported Exam Content or substantive descriptions of Exam Content, by any verbal or written means, including but not limited to internet web postings, formal or informal test preparation, discussion groups, paper copies, chat rooms, forums, or social networking sites; (ii) seeking and/or obtaining unauthorized access to Exam Content, including via the internet or in person; (iii) providing incomplete or falsified information or documentation during registration; (iv) use of any equipment, including but not limited to, cellular phones, laptop computer, hand-held computers/devices, books, notes, paper, writing materials, and any device that may be used to record data or capture images, for the purpose of recording data or capturing Exam images; (v) giving, receiving, or obtaining unauthorized assistance of any kind during the Exam test process; (vi) altering or misrepresenting Your status as an Ansys Certification individual within the Program to any individual or entity; (vii) allowing, hiring, or soliciting others to take an exam on Your behalf; or (viii) committing any other act or omission that would bring disrepute on Ansys or the Program.

**3. Badges.** If You successfully pass an Exam as communicated by Ansys to You, You will be issued a Badge (made available by Credly) to access Your Ansys Certification. By use of the Badge, You consent to Ansys’ sharing of Your name, email address, any earned Certification(s), and any pertinent information with Credly. The Badge can be used in the following approved methods: (a) with Your email signature; (b) featured on Your social media account (LinkedIn, Facebook, Twitter, Google, etc.); (c) within Your contact information in a digital presentation or document (PowerPoint, PDF, etc.). You may not do any of

the following with Your Badge: (i) modify the text of the digital badge, (ii) modify the code embedded in the Badge; or (iii) cause the Badge to link to another web address;

**4. Exams. Scoring.** Ansys reserves the right to establish and alter the passing score without notice, and to have passing scores differ between various Exams and between different versions of the same Exam. Ansys also reserves the right to have certain questions be unscored test questions. You will not be informed as to which questions are unscored, if applicable. Exam results will reflect Your performance on the scored questions only. **Retake.** Exam retake process and procedures are in place to protect the integrity of the Exam Content. If You do not achieve a passing score the first time You take an Exam, You may take the Exam one (1) additional time (a “**Retake**”). If You do not pass the Exam after the Retake, You can submit a new Order to Ansys for an Exam subject to this Agreement and the Terms.

**5. Violations of this Agreement.** If Ansys, in its sole discretion, determines that You have violated this Agreement, Ansys may: (a) revoke any and all Ansys Certification(s); (b) place a temporary or permanent ban on You from taking future Exams; and/or (c) revoke previously earned Ansys Certification(s). If Your Certification is revoked, You must immediately refrain from further use of any Ansys Certification, Badges, or titles, and must immediately remove any such items from any documents, materials, computer systems, or social media. You agree to pay Ansys any and all costs and expenses to resolve violations by You of this Agreement, including any and all direct or indirect expenses, fees, or other costs incurred by Ansys as a result of claims, actions or litigation resulting from the violation. Notice of a violation and sanctions will be sent to Your email address on file with Ansys. All decisions are final and there is no appeals process.