

## ANSYS LIMITED RELEASE SCRIPT LICENSE AGREEMENT

BY DOWNLOADING THE FILES CONTAINING THE TECHNOLOGY PROVIDED WITH THIS LIMITED RELEASE SCRIPT LICENSE AGREEMENT (THE "AGREEMENT"), LICENSEE'S AUTHORIZED REPRESENTATIVE LEGALLY BINDS LICENSEE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

### 1. DEFINITIONS

- (a) "Ansys" means ANSYS, Inc.
- (b) "Compiled Binaries" means a file in which the underlying code is obfuscated or otherwise not made available to Licensee.
- (c) "Development" means the development of the Technology by Ansys.
- (d) "Licensee" means the person or entity entering into this Agreement through its authorized representative by indicating agreement to the terms as outlined herein and who is authorized by Ansys to use the Technology.
- (e) "License Term" means the period during which Licensee is authorized to use its Existing Licenses in accordance with the applicable license grant.
- (f) "Separately Licensed Technology" refers to technology that is licensed under separate terms between Customer and the Separately Licensed Technology provider and not under the terms of this Agreement. Separately Licensed Technology includes but is not limited to any software products that Licensee uses in connection with the Technology, including Ansys software products and open-source software.
- (g) "Scripts" means scripts, scripted workflows, scripted I/O's, graphical user interface customizations, application interfaces, or custom preprocessing and postprocessing features developed by Ansys and made available under this Agreement.
- (h) "Technology" means Scripts and Compiled Binaries made available under this Agreement. Notwithstanding anything herein to the contrary, in no event shall any commercially available software product of Ansys be considered part of the Technology.

### 2. LICENSE GRANT

- (a) Ansys hereby grants to the Licensee a limited term, royalty-free, personal, non-transferable, non-exclusive, non-assignable, license to use the Technology and related documentation made available by Ansys to Licensee solely for Licensee's internal use in connection with the Existing Licenses for the duration of the License Term. Licensee is permitted to adapt and/or modify the Scripts as needed for its own internal use.
- (b) Licensee will not (and will not attempt to nor allow any third party to or attempt to) reverse engineer, decompile, disassemble, or decode the whole or any part of the Technology. For clarity, Ansys shall not be required to disassemble or otherwise make the underlying code of a Compiled Binary available to Licensee.
- (c) Licensee shall not duplicate, distribute, or otherwise make the Technology available in any way to any third party.
- (d) Licensee shall not use the Technology as a contractual deliverable under any contract with the United States Government or any subcontract thereunder at any tier, nor shall Licensee transfer, give, or make available the Technology to the United States Government or any contractor or subcontractor thereto, or permit the United States Government or any contractor or subcontractor thereto to use, modify, reproduce, release, perform, display, or disclose the Technology in whole or in part, in any manner and for any purpose whatsoever, or have or authorize others to do so.
- (e) To facilitate Licensee's use of the Technology, Licensee may need to use existing licenses of Ansys software ("Existing Licenses"). Use of such Existing Licenses is subject to the current written software license agreement by and between Ansys and Licensee governing the use of such Existing Licenses.
- (f) All rights not expressly granted to Licensee hereunder are reserved by Ansys.
- (g) Ansys may terminate this Agreement at any time for any reason or no reason upon ten (10) days' written notice to Licensee. Upon expiration or termination of this Agreement, Licensee shall uninstall the Technology from the computer(s) on which it is installed, and all copies thereof shall be either destroyed or returned to Ansys.

### 3. LICENSEE OBLIGATIONS AND FEEDBACK

- (a) Licensee shall report to Ansys any malfunctions, bugs, and errors or functional deficiencies in the Technology ("Technology Deficiency(ies)") that Licensee observes or detects while using the Technology, (e.g., if the Technology is not performing in accordance with Ansys' specifications).
- (b) Licensee may provide suggestions, observations, feedback, commentary, recommended use cases or other statements (collectively, the "Feedback") to Ansys concerning the Technology or other information provided by Ansys. Licensee agrees that any Feedback shall be given on an entirely voluntary basis and will not create any confidentiality obligation for Ansys. Notwithstanding anything herein to the contrary, in no event shall Feedback be considered Licensee's confidential information. Any Feedback or Technical Deficiencies reported to Ansys by Licensee shall be considered Technology Confidential Information of Ansys.
- (c) Ansys shall be free to disclose and use the Feedback and the contents of Licensee's reports of Technology Deficiencies as it sees fit, without any obligation of any kind to the Licensee.

### 4. WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY

THE TECHNOLOGY IS PROVIDED BY ANSYS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL ANSYS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT

NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE TECHNOLOGY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **5. PROPRIETARY RIGHTS**

Licensee acknowledges and agrees that the Technology is the proprietary property of Ansys and that Ansys is the owner or authorized licensee of all copyrights, trademarks, patents, trade secrets and other proprietary information in and related to the Technology. Accordingly, all right, title, interest, ownership rights, and intellectual property rights in the Technology and any and all improvements, modifications, fixes, or enhancements, regardless of whether such items are created or suggested by Licensee, shall belong to and/or remain with Ansys. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Ansys' ownership of or rights with respect to the Technology. The Technology is protected by copyright and other intellectual property laws.

## **6. CONFIDENTIALITY**

- (a) Licensee acknowledges and agrees that the Technology and associated documentation embodies confidential and proprietary information, including trade secrets, owned by Ansys or its Affiliates or suppliers (the "Technology Confidential Information"). Licensee agrees (i) to hold the Technology Confidential Information in strict confidence; (ii) to only use the Technology Confidential Information as outlined in this Agreement; and (iii) not to disclose it to any unauthorized person, either before or after expiration or termination of this Agreement, without Ansys' prior written consent. Licensee further agrees to protect the Technology Confidential Information, using either the same degree of care used to protect its own confidential or proprietary information of like importance or a reasonable degree of care, whichever degree of care is higher. Notwithstanding the foregoing, Licensee may disclose the Technology Confidential Information to its and its Affiliate's employees who have a need to know in connection with the exercise of Licensee's rights and obligations under this Agreement. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with such party.
- (b) Licensee's obligations regarding the Technology Confidential Information will survive any termination or expiration of this Agreement.

## **7. MISCELLANEOUS**

- (a) The Technology may require the use of Separately Licensed Technology. Licensee is solely responsible for procuring any licenses necessary for Separately Licensed Technology, including complying with any terms and conditions associated with the Separately Licensed Technology. Ansys does not support Licensee with Separately Licensed Technology under this Agreement and it is Customer's responsibility to obtain all necessary licenses from the respective Separately Licensed Technology vendors.
- (b) Licensee hereby gives assurance that unless notice is given to Ansys, and prior authorization is obtained as required by applicable export laws, Licensee will not knowingly re-export, directly or indirectly, the Technology or any technical data transferred by Ansys to Licensee to any destination or person or entity in violation of applicable export laws.
- (c) Ansys does not guarantee that the technology embodied in the Technology or the Feedback provided by the Licensee will be offered at any time as a commercial software product.
- (d) Ansys, may, at its sole discretion, provide (i) enhancements, modifications, revisions, or additions to the Technology that may be made available to Licensee, or (ii) support the Technology and/or Licensee's use of the Technology. Provided, however, Ansys is not under obligation to do so.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law provisions. Because the Technology Confidential Information is unique and valuable and breach of this Agreement may result in irreparable injury to Ansys for which monetary damages alone may not be an adequate remedy, Ansys will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or anticipated breach of this Agreement without the necessity of posting a bond. Any such relief will be in addition to all other legal and equitable remedies.
- (f) Licensee agrees to execute any assignments, applications, and other documents and to take such other actions as may be reasonably requested by Ansys to carry out the purposes of this Agreement.
- (g) If any provision should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- (i) Licensee shall not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein without the prior express written consent of Ansys.
- (j) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
- (k) The relationship between Ansys and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Ansys in any way.