

ANSYS EMEA SERVICE TERMS (excluding DACH and France)

(Web Version 22 January 2019)

ANSYS shall provide the consulting services described in a proposal made to the Customer ("**Proposal**") on these service terms ("**Service Terms**") which are incorporated into this contract between ANSYS and the Customer (the "**Agreement**").

1. In this Agreement, the following terms shall have the meanings given below:

- 1.1 "Affiliate" means for a Party, any person or entity directly or indirectly Controlling, Controlled by, or under common Control with that Party.
- 1.2 "Annex" means an annex to the Agreement.
- 1.3 "ANSYS" means the ANSYS entity who issued the Proposal and "ANSYS Group" means ANSYS and its Affiliates.
- 1.4 "ANSYS Background IPR" means all intellectual property rights of the ANSYS Group developed before the date of this Agreement or other than in the course of performing the Services.
- 1.5 "ANSYS Personal Data" means personal data held by ANSYS in relation to the Customer for legitimate business purposes, as outlined by the ANSYS Privacy Notice published at www.ansys.com/privacy, and for which ANSYS shall act as data controller.
- 1.6 "Control" means the power to secure (directly or indirectly) by means of holding of shares in, or the possession of voting power in, in relation to any entity or by virtue of any arrangement, including the constitutional documents, any entity, the affairs of which are conducted in accordance with the wishes of the person with control or in relation to a partnership or other unincorporated association, the right to a share of more than one-half of its net assets or net income; "Controlling" and "Controlled by" shall have the corresponding meaning.
- 1.7 "Confidential Information" means information relating to this Agreement or the Services, in any form or medium, disclosed by or on behalf of the Disclosing Party and/or its Affiliates to the Receiving Party and/or its Affiliates that is marked or identified as confidential or, given the nature of the information or circumstances surrounding disclosure, would reasonably be understood to be confidential. In all cases, Confidential Information shall include any source code, development-level documentation, and similar technical information pertaining to ANSYS Group's software, which will at all times be protected through the highest commercially reasonable standard of care.
- 1.8 "Coordinator" means a representative designated by either Party in the Proposal to coordinate the Services and/or the efforts of the Consulting Expert(s) on behalf of such Party. Any changes to a designated Coordinator shall be communicated to the other Party in writing.
- 1.9 "Customer" means the entity for which ANSYS agrees to perform the Services identified in the Proposal.
- 1.10 "Customer Background IPR" means all intellectual property rights of the Customer developed before the date of this Agreement or other than in the course of the Services completed under this Agreement.
- 1.11 "Customer Personal Data" means all personal data held by Customer for its legitimate business purposes and for which Customer shall act as data controller.

- 1.12 “Data Protection Legislation” means EU data protection laws and, to the extent applicable, the data protection or privacy laws of any other country including, but not limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing, supplementing, or replacing the GDPR.
- 1.13 “Deliverables” mean the deliverables listed in the Proposal, taking the form of a written report, electronic file or other tangible medium, which will be provided to the Customer upon completion of the Services in accordance with the Agreement.
- 1.14 “Disclosing Party” means the Party disclosing Confidential Information to the other Party.
- 1.15 “Consulting Expert” means the technical expert identified in the Proposal.
- 1.16 “Lot” means a portion of the Services as described in the Particular Service Terms.
- 1.17 “Non-Standard Software License Agreement” means the general licensing terms of ANSYS, Inc. for non-standard software available at the following address: <http://www.ansys.com/nonstandardterms.htm>, as amended from time to time.
- 1.18 “Particular Service Terms” means the terms set out in the Proposal which include the description of the Services, the timescales, the Lots and the Price.
- 1.19 “Party” means individually ANSYS or the Customer, and “Parties” refers to ANSYS and Customer collectively.
- 1.20 “Proposal” means a technical and commercial proposal issued by ANSYS to the Customer, including the Particular Service Terms, any Annexes and/or exhibits attached thereto.
- 1.21 “Price” means the price of the Services which shall be paid by the Customer to ANSYS as detailed in the Proposal or, where no such price is detailed in the Proposal, calculated in accordance with section 4.1 below.
- 1.22 “Purchase Order” means any purchase order referring to the Proposal and issued by the Customer.
- 1.23 “Receiving Party” means the Party receiving Confidential Information from the other Party.
- 1.24 “Services” mean those services to be performed by ANSYS for the Customer under the Agreement and exhaustively described in the Proposal.
- 1.25 “Software” means any software used by ANSYS to perform the Services in accordance with the Proposal.
- 1.26 “Specific Developments” mean any developments to the Software listed in the Proposal.
- 1.27 “Third Party Software” means any Software that is not owned by a member of the ANSYS Group.
2. Services
- 2.1 ANSYS shall provide the Services to the Customer in accordance with the terms of this Agreement.

- 2.2 The Customer shall provide all information and assistance reasonably required by ANSYS to complete the Services and provide any Deliverables.

ANSYS shall use all reasonable endeavours to deliver the Services, Specific Developments and Deliverables in accordance with the dates set out in the Proposal. The Parties hereby agree that time shall not be considered of the essence in relation to ANSYS' performance of its obligations under this Agreement. In no event shall ANSYS be responsible for any breach or delay caused by the Customer.

3. Contractual Documents

- 3.1 The Agreement consists of these Service Terms, the Proposal including the Particular Service Terms, and the Non-Standard Software License Agreement. These documents apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (to the extent permitted by law), including, without limitation, any terms in any purchase order.

- 3.2 In the event of any conflict between the Service Terms and the Particular Service Terms, the Proposal, the following order of precedence shall apply:

3.2.1. the Particular Service Terms;

3.2.2. these Service Terms; and

3.2.3. the Proposal excluding the Particular Service Terms.

4. Fees, Payment, and Expenses

- 4.1 In consideration of providing the Services, the Customer shall pay ANSYS the Price within any time(s) indicated in the Proposal. Where no Price is indicated in the Proposal, the Price shall be calculated on a time and materials basis using ANSYS' then current rates. Unless provided otherwise in the Proposal, the Price and any other invoiced amount will be due and payable within thirty (30) days after receipt of ANSYS' invoice.

- 4.2 The Customer shall reimburse ANSYS for reasonable and necessary expenses incurred by ANSYS in providing the Services, including travel expenses approved in advance by the Customer.

- 4.3 All sums payable to ANSYS under this Agreement:

4.3.1. are exclusive of VAT or any similar tax and the Customer shall, in addition to the sums payable to ANSYS, pay an amount equal to any VAT chargeable on those sums upon delivery of a VAT invoice; and

4.3.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law). If any such withholding or deduction is required, the Customer shall provide all information reasonably required by ANSYS to confirm that the withholding or deduction is properly required, and shall pay to ANSYS such additional amount as will ensure that ANSYS receives the same total sums payable to ANSYS as if no such withholding or deduction had been required.

- 4.4 The Customer shall pay interest on any overdue amount from the due date until payment is received, whether before or after judgment, at 3% a year above the Bank of England's base rate from time to time (but at 3% a year for any period when that base rate is below 0%) or, if lower, the maximum rate permitted by law.

5. Intellectual Property

- 5.1 The ANSYS Group shall own the ANSYS Background IPR and the Customer shall own the Customer Background IPR.
- 5.2 ANSYS shall licence (or procure the licence of) the ANSYS Background IPR to the Customer solely as necessary for the Customer to receive the benefit of this Agreement.
- 5.3 The Customer hereby grants a non-exclusive, royalty-free licence to use the Customer Background IPR to each member of the ANSYS Group and their subcontractors solely as necessary for the provision of the Services and performance of this Agreement.
- 5.4 Subject to Sections 5.1 and 5.5, ANSYS shall promptly disclose to the Customer all inventions, discoveries and improvements, whether or not patentable, which relate to the business or activities of the Customer and which are conceived or made by ANSYS directly and solely as a result of the performance of the Services. ANSYS hereby assigns ANSYS' entire interest in such inventions, discoveries and improvements to the Customer or its nominee and shall execute, at the Customer's reasonable cost all documents necessary to enable the Customer or its nominee to secure patent protection or to otherwise protect the interest of the Customer in such inventions, discoveries and improvements.
- 5.5 Notwithstanding any provision of this Section 5, the Agreement shall not afford the Customer any existing or future rights in software or know-how, owned, developed or licenced by ANSYS and/or its Affiliates including, but not limited to, any software or know-how developed or used in connection with the Services, and shall not modify any licensing or other agreement between the Customer and ANSYS and/or its Affiliates.
- 5.6 Subject to full payment of the Services, ANSYS hereby grant Customer and its Affiliates, a worldwide, non-exclusive, perpetual licence to use the Specific Developments solely in connection with the Services.
- 5.7 The Customer shall obtain any licences required for it to use any Third Party Software. ANSYS shall not be responsible for obtaining any licence for the Customer of any Third Party Software or for the performance of any such Third Party Software.
- 5.8 Unless otherwise agreed in writing by the Parties, any Specific Developments which may be provided by ANSYS to the Customer as part of the Services shall be subject to the terms and conditions of the Non-Standard Software License Agreement. Notwithstanding anything in this Section 5 or any Proposal to the contrary, in no event shall any commercially-available software products of ANSYS be considered as Specific Developments.

6. IP Infringement

- 6.1 ANSYS will defend or settle, at its sole option and expense, any legal proceeding brought against Customer to the extent that such proceeding is based on a claim that any Services provided by ANSYS infringes a third party's patent or copyright in the European Union. ANSYS will pay the Customer all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that Customer: (1) promptly provides written notice of the claim to ANSYS; (2) permits ANSYS to have sole control of the defense and settlement of the claim; (3) provides to ANSYS, at ANSYS' reasonable expense, all available information and assistance required by ANSYS; and (4) does not compromise or settle such claim.
- 6.2 If the Services are, or in ANSYS' opinion, may be held to infringe any third-party rights as set forth above, ANSYS may, in its sole discretion: (a) replace or modify the Services so as to

avoid infringement; (b) obtain for the Customer the right to continue to use the Services; or (c) require that the Customer returns that portion of the Services that are infringing and provide a partial refund for such infringing Services. If the non-infringing portion of the Services cannot be used by the Customer without access to that portion of the Services returned to ANSYS hereunder, ANSYS may agree to refund the complete service fee paid by the Customer for the Services, provided that the Customer returns all of the work provided by ANSYS as part of the Services.

- 6.3 ANSYS shall not have any obligation under this Section 6 to the extent that any claim results from the following: (1) use of the Software and Services in combination with any third party equipment, software, or data; (2) compliance by ANSYS with the designs or specifications of the Customer; (3) modification of the Services other than at the direction of ANSYS; (4) the Customer Background IPR; or (5) the Customer's continued use of the Services subsequent to receipt of (a) notice of any claimed infringement or (b) notice from ANSYS of its intent to exercise rights under Section 6.1.
- 6.4 This Section 6 states the entire liability of ANSYS and the exclusive remedies of the Customer for claims that the Services infringe a third party's intellectual property rights.
- 6.5 The foregoing indemnity applies with respect to the Services only. With respect to any Specific Developments, specifically licensed by ANSYS to the Customer as part of the Services, ANSYS' indemnification obligations are as set forth in the Non-Standard Software License Agreement.

7. Export Restrictions

- 7.1 The technologies that relate to the Services provided by ANSYS, including the Deliverables, may be subject to legal, regulatory, and contractual provisions restricting export, including such rules as applied by the USA, EU or UK ("**Export Rules**").
- 7.2 Where Export Rules apply, ANSYS shall use reasonable efforts to obtain the administrative authorisation required by such Export Rules to allow the Customer to use the rights provided under this Agreement in the UK or, the country of the Customer's incorporation in the European Union.
- 7.3 Notwithstanding Section 7.2, the Customer remains solely responsible for, and ANSYS is not bound to obtain, the administrative authorisations necessary for export and/or use of any item provided by ANSYS outside the UK or the European Union. ANSYS shall be completely exempt of any responsibility in the event of infringement by the Customer or a third party of the Export Rules due to the use and/or export of any item provided by ANSYS outside the UK or the European Union.

8. Confidentiality

- 8.1 In the event that ANSYS and the Customer have separately entered into a confidentiality agreement regarding the exchange of information in connection with the Services, the terms of that separate confidentiality agreement shall govern over this Section 8 as related to the disclosure and use of confidential information between the Parties for the purposes of this Agreement. With respect to any Specific Developments, the Non-Standard Software License Agreement shall solely govern.
- 8.2 Except as set forth in Section 8.1, any information exchanged between ANSYS and the Customer pursuant to the Agreement is subject to this Section 8.

- 8.3 Each Party agrees to preserve in confidence all Confidential Information of the other Party, and not to use or disclose to any person such Confidential Information without the Disclosing Party's prior authorisation except: (1) as necessary to perform the Services, (2) for internal purposes confined to the necessary administration and performance of the Agreement, or (3) as required by law. Where disclosure is required by law, the Receiving Party shall (where permitted by law) notify the Disclosing Party and cooperate with the Disclosing Party to seek a protective order to prevent or limit the disclosure of the Confidential Information. Where ANSYS is the Receiving Party, ANSYS may provide the Company's Confidential Information to ANSYS Group employees and contractors or subcontractors, provided that such disclosure is reasonably necessary to carry out the purpose of this Agreement and provided that ANSYS has bound such recipients of the Company's Confidential Information to confidentiality agreements that protect the Company's Confidential Information in no less stringent terms as those outlined by this Section 8.
- 8.4 Confidential Information does not include: (1) information already in the public domain or that enters the public domain other than by the unauthorized acts of the Receiving Party, (2) that is independently developed by a Party without reference to the other Party's Confidential Information, or (3) that is in the rightful possession of the other Party at the time of its disclosure, or that is disclosed as a matter of right by a third party after the execution of the Agreement. Within thirty (30) days of the Disclosing Party's written request, the Receiving Party will return or destroy all materials or media containing any Confidential Information (including any information, records, and materials developed on the basis thereof), provided that ANSYS will only be obliged to carry out commercially reasonable steps in this regard. The Receiving Party agrees to certify its compliance with such obligation upon the request of the Disclosing Party.
- 8.5 The obligation of confidentiality in this Agreement shall expire three (3) years from the date of first disclosure other than in respect of trade secrets, which shall survive until such time as this information is no longer a trade secret.
9. Data Protection
- 9.1 Both Parties will comply with all applicable requirements of data controllers pursuant to the Data Protection Legislation, including, without limitation, any obligations related to engaging data processors, ensuring compliance with data transfer requirements, appropriately securing Personal Data, and responding to data subject requests.
- 9.2 ANSYS Personal Data will be held in accordance with the ANSYS Privacy Notice found at www.ansys.com/privacy. ANSYS shall act as the data controller for all ANSYS Personal Data, in accordance with all requirements of a data controller under the Data Protection Legislation.
- 9.3 Customer Personal Data will be held by the Customer in accordance with its privacy policies. The Customer will act as the data controller for all Customer Personal Data, in accordance with all requirements of a data controller under the Data Protection Legislation.
- 9.4 Where the Parties agree to exchange any Personal Data pursuant to the completion of the Services, and as outlined by the Proposal (e.g. providing the name and business contact information of each Party's Coordinator), each Party shall be responsible for any necessary and appropriate consents and notices related to this exchange of Personal Data and shall accept the responsibilities of data controller for any Personal Data received from the other Party pursuant to such an exchange.
- 9.5 Where either Party collects Personal Data directly from an individual and not as part of any exchange of Personal Data between the Parties, as outlined in Section 9.4 (e.g. where an

employee of one Party opts in to receive commercial emails from or accepts the placement of browser cookies by the other Party), such Party shall act as data controller with respect to the Personal Data for all purposes, in accordance with the obligations outlined in the Data Protection Legislation.

9.6 For the avoidance of doubt, neither ANSYS nor the Customer shall act as a data processor for the other Party as part of this Agreement. Each Party warrants that any processing of Personal Data, as may be further defined by applicable Data Protection Legislation, shall be conducted in accordance with all obligations of a data controller with respect to such data.

10. Consulting Expert and Coordinator Roles and Responsibilities

10.1 Consulting Experts are ANSYS Customer Excellence team members who, where included as part of a Proposal, provide Services to the Customer in respect to specific projects, whether from ANSYS' facilities or from the Customer's facilities. Where applicable, ANSYS provides such Services in consultation with the Customer. The ANSYS Coordinator shall plan and oversee the Services provided by the Consulting Expert(s).

10.2 The ANSYS Coordinator is the main contact person for the Customer with regard to all aspects of the Services provided by the Consulting Expert(s). All Consulting Experts are ANSYS employees and the Customer shall not be permitted to give instructions to ANSYS employees

10.3 The Coordinators assigned by the Parties shall hold regular discussions on the Services. Questions regarding the Agreement or performance of the Services shall be exclusively addressed to the respective Coordinators. The Customer shall submit in writing any queries regarding the Proposal and/or changes regarding the Services and shall direct such queries exclusively to the ANSYS Coordinator.

11. Warranty

11.1 ANSYS warrants that the Services will be performed with the reasonable standard of care and skill ordinarily used by other members of the software services profession when undertaking similar services.

11.2 Any interpretation or analyses of the Customer's data, and any recommendation based upon such interpretations or analyses are opinions based upon inferences from measurements and empirical relationships and assumptions which are not infallible, and with respect to which the opinions of industry professionals may differ. Accordingly, ANSYS does not warrant the accuracy, correctness or completeness of any such interpretation or recommendation to the extent permitted by law. The Customer has full responsibility for all financial and other decisions concerning its operations, including acting on or implementation of any interpretation or recommendation made by ANSYS.

11.3 Except as expressly set out in this Agreement, ANSYS makes no representation or warranty, express or implied, relating to or concerning any report, materials, equipment, information, or any other work provided under the Agreement, including, without limitation, any representation or warranty concerning their use or performance. Any condition, warranty or other term not expressly set out in this Agreement, including, without limitation, any term of satisfactory quality, non-infringement or fitness for a particular purpose is excluded to the maximum extent permitted by law.

11.4 ANSYS is not responsible for any error caused by any inaccuracy in any material or information provided by or on behalf of the Customer.

12. Liability

- 12.1 Nothing in this Agreement shall exclude or limit ANSYS' liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or where execution or limitation is not permitted by law.
- 12.2 Subject to Section 12.1, ANSYS shall not be liable to the Customer or any other person, whether in contract, tort (including negligence), for breach of statutory duty or otherwise:
- (1) for any indirect, special, punitive, consequential, exemplary or incidental damages or losses; or
 - (2) any lost profits, revenues, anticipated savings, goodwill, business opportunities, wasted or lost production and/or management's or employees' time, or loss of or corruption of software or data, database configuration, or use of the Services by the Customer, or inability of the Customer to use the Services, or any inaccurate output or result (in each case whether direct or indirect).
- 12.3 Subject to Section 12.1, ANSYS will not be responsible for any use made of any report, result, materials, equipment or information arising from the Services or Software, either by the Customer or any third party, except to the extent that ANSYS can be shown to have been in breach of Section 11.1 of this Agreement in providing such report, result, materials, equipment or information.
- 12.4 Subject to Section 12.1, 12.2 and 12.3, in no event shall ANSYS' liability to the Customer or any third party in respect of the Services or under or in relation to this Agreement, whether in contract, tort (including negligence), for breach of statutory duty or otherwise exceed the amount paid by the Customer to ANSYS for the Services.

13. Termination

- 13.1 In the event of a material breach of this Agreement by a Party, the other Party may terminate the Agreement immediately upon written notice where (1) the breach cannot be adequately remedied or (2) is not remedied by the breaching party within thirty (30) days following receipt of written notice from the nonbreaching party, provided such notice specifies the breach and requires that it be remedied.
- 13.2 Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice in the event of: (1) termination or cessation of the business of the other party; or (2) filing of a voluntary or involuntary bankruptcy, receivership, administration or similar proceeding with respect to the other Party.
- 13.3 Either Party may terminate this Agreement on forty-five (45) days prior written notice, with or without cause.
- 13.4 ANSYS may terminate this Agreement immediately upon providing written notice if there is a change of Control of the Customer in favour of a third party that engages in any competing activity to any member of the ANSYS Group.
- 13.5 In the event of termination of the Agreement by either Party for any reason: (i) the Customer shall pay ANSYS for that portion of the Services that ANSYS has completed and any irrevocable commitments entered into by ANSYS up to the date of termination.

13.6 The provisions of Sections 1, 3, 5, 6, 7, 8, 9, 12 and 13 (and any other provision which by its nature is intended to survive) shall survive any termination or expiry of the Agreement for any reason.

14. NOTICES

14.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each Party required to receive the notice at as the address set out in the Proposal or as otherwise specified by the relevant Party by notice in writing to each other Party under this Section 14. Any notice shall be deemed to have been duly received:

14.1.1. if delivered personally, when left at the address and for the contact so named in the Proposal; or

14.1.2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second day other than Saturday, Sunday or a public holiday in England ("**Business Day**") after posting; or

14.1.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.2 The provision of this Section 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. Regulatory

15.1 ANSYS and the Customer shall each:

15.1.1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption and prevention of the facilitation of tax evasion including the Bribery Act 2010 and Part 3 of the Criminal Finances Act 2017 ("Relevant Requirements");

15.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or (where not in the UK) under similar provisions in the country where ANSYS is incorporated; and

15.1.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 or equivalent and reasonable prevention procedures under Part 3 of the Criminal Finances Act 2017 or equivalent, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

15.2 Breach of Section 15.1 shall be deemed a material breach of this Agreement incapable of remedy.

15.3 The Customer shall comply with relevant provisions of ANSYS business practice policies as set out at <http://investors.ansys.com/~media/Files/A/Ansys-IR/corporate-governance/governance/anss-standard-business-practices-10-05.pdf> and <https://www.ansys.com/~media/ansys/corporate/files/pdf/about/ansys-code-of-business-conduct-ethics.pdf?la=en> , as may be amended from time to time.

16. Miscellaneous

- 16.1 This Agreement does not give any exclusive rights to either Party.
- 16.2 If any provision or any part thereof of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16.3 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement (other than the obligation to pay any invoiced amount) to the extent such delay or non-performance arises from any cause beyond its reasonable control, including act of God, natural disasters such as earthquakes, tidal waves and floods, governmental act, war, fire, explosion, civil commotion or industrial dispute, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute.
- 16.4 Where Section 16.3 applies, subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of a delay or non-performance of the affected Party's obligations, performance of these obligations shall be suspended during the period to which the cause persists provided that, if performance is not resumed with ninety (90) days after the event has ceased, the other Party may terminate this Agreement immediately upon providing written notice.
- 16.5 This Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms regarding the Services. Except as provided in section 8.1, this Agreement supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.
- 16.6 No purchase order, procurement agreement or any other standardised business forms issued by Customer, and even if such purchase order, procurement agreement or other standardised business forms provides that it takes precedence over any other agreement between the Parties, shall be effective to contradict, modify, or delete from the terms of this Agreement in any manner whatsoever. Any acknowledgment, written or oral, of any such purchase order, procurement agreement or standardised business form is not recognised as a subsequent writing and will not serve as acceptance of such terms by ANSYS. No modification of the Agreement or waiver of any of its terms or conditions shall have any effect unless made in writing and signed by the Party to be bound.
- 16.7 Nothing in this Agreement shall limit liability for fraud or fraudulent misrepresentation.
- 16.8 Neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, provided that either party shall have the right to assign this Agreement to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the assigning party related to the subject matter of this Agreement and that such successor shall expressly assume all of the obligations and liabilities of the assigning party hereunder. Any assignment in violation of this subsection 16.8 shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.
- 16.9 ANSYS may subcontract any of its obligations to an Affiliate or, with the consent of the Customer (not to be unreasonably withheld), to any other person, provided that ANSYS remains primarily responsible to the Customer for performance of the Agreement and the acts of its subcontractors.
- 16.10 In providing the Services pursuant to this Agreement, ANSYS shall act as an independent contractor. ANSYS shall not be and shall make no representation of being an employee or

agent of the Customer. ANSYS shall pay all taxes and withholdings which may be or become due on any money paid by the Customer to ANSYS under this Agreement.

- 16.11 In providing the Services, ANSYS shall comply with all applicable laws and regulations.
- 16.12 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 16.13 No modification of this Agreement shall be enforceable unless agreed by both Parties in writing.
- 16.14 The rights and obligations of the Parties shall be governed by the substantive law of England and Wales, excluding the United Nations Convention on the International Sale of Goods and choice of law provisions. The Parties submit themselves to the personal jurisdiction of England and Wales for purposes of the enforcement, in a court of law or equity, of any of the provisions of the Agreement with venue existing exclusively therein.