

## Ansys Elastic Currency Service Level Terms

The manner by which Ansys provides access to Ansys Elastic Currency shall be at Ansys' discretion, may change over time and, in any case, shall require Customer to be connected to the internet. In the event that Ansys is providing access to Ansys Elastic Currency via the internet on a server owned and/or operated by Ansys ("Cloud License Server") then, subject to the exceptions listed below, Ansys will use commercially reasonable efforts to make the Cloud License Server available 99% of the time during each calendar month during the License Term (referred to herein as the "Availability Commitment"). The availability of the Cloud License Server for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where total hours in the month = THM

Total hours in the month the services are unavailable = THU

And:  $((THM - THU) \times 100) / THM$ .

For purposes of this calculation, the Cloud License Server will be deemed to be unavailable (referred to herein as "Unavailable") only if the Cloud License Server does not respond to HTTP requests issued by Ansys' monitoring software. Further, the Cloud License Server will not be deemed Unavailable for any downtime or outages that result from the following exceptions:

The Cloud License Server will not be considered as Unavailable (and hours will not accrue as THU) for any downtime or outages that result from any maintenance performed by Ansys or Ansys' cloud hosting provider, which shall be communicated to Customer from time to time (collectively referred to herein as "Scheduled Maintenance"). In the event during the License Term that Ansys does not meet the Availability Commitment, Customer's sole and exclusive remedy for such failure, Customer shall be entitled to be compensated with a pro-rated credit equal to one (1) hour for each hour that the Cloud License Server is Unavailable beyond the Availability Commitment (including any fractional amounts, e.g. if the Cloud License Server is Unavailable for 1.2 hours beyond the 99% Availability Commitment, then Customer is entitled a pro-rated credit for 2 hours).

Use of the Elastic Currency will be tracked via a monitoring and reporting tool provided by Ansys ("Reporting Tool"). The Reporting Tool will automatically generate a usage report. The usage report may be transmitted to Ansys automatically. If the usage report is not automatically transmitted to Ansys, Customer will provide the usage report within five (5) business days of Customer's request for the same. Ansys will generate a monthly summary report that is transmitted to the Customer that will provide the Ansys Elastic Currency accessed with the corresponding elastic use, as well as the balance remaining of the Ansys Elastic Currency.

Customer is aware that it is solely responsible for tracking its elastic use of the Ansys Elastic Currency and that Ansys nor any third-party hosting site (to the extent applicable) has any obligation to notify Customer when it has utilized all of the elastic use for which it has paid. Any portion of the Elastic Currency remaining at the end of the License Term will be forfeited without refund.

Customer will not be entitled to any credits for any errors in a monthly usage report that Customer does not dispute within ten (10) business days after the transmission of such monthly usage report. In the event of any actual errors in the monthly usage report for which Customer provides notice to Ansys within ten (10) business days of the transmission of a monthly usage report, Ansys will make any necessary adjustment to the Ansys Elastic Currency balance. Customer shall not be entitled to any refund of any kind for any errors or discrepancies with respect to monthly reports of elastic use.