

CLICKWRAP AGREEMENT FOR LICENSED OFFERINGS

IF CUSTOMER HAS PREVIOUSLY AGREED IN WRITING TO AN AGREEMENT WITH ANSYS THAT SPECIFICALLY GOVERNS USE OF THE PROGRAM(S), SUCH AGREEMENT SUPERSEDES AND REPLACES THIS CLICKWRAP AGREEMENT FOR LICENSED OFFERINGS ("AGREEMENT"), AND THIS AGREEMENT IS VOID, REGARDLESS OF ANY ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER.

**ANSYS MAY EMBED THE PROGRAM(S) WITH ANTI-PIRACY TECHNOLOGY THAT ACTIVATES AND REPORTS IDENTIFICATION INFORMATION TO ANSYS, INCLUDING GEOGRAPHIC LOCATION INFORMATION, IF THE PROGRAM(S) OR LICENSE KEYS HAVE BEEN TAMPERED WITH OR REPLACED WITH UNAUTHORIZED VERSIONS. CUSTOMER MUST FULLY READ AND UNDERSTAND SECTION 14 (HEREIN) PRIOR TO ACCEPTANCE. **

NOTWITHSTANDING THE FOREGOING, THE TERMS OF ANY SEPARATE AGREEMENT GOVERNING THE USE OF PROGRAM(S) SHALL NOT APPLY TO BETA LICENSES OF THE PROGRAM(S) UNLESS SUCH AGREEMENT EXPRESSLY INDICATES THAT IT GOVERNS THE USE OF BETA LICENSES OF THE PROGRAM(S).

If you require a printed version of this Agreement prior to accepting these terms and conditions, please print this Agreement and click "I DO NOT AGREE" (or the button below otherwise indicating that you do not accept the terms) and go to LICENSE.TXT in the installation to retrieve and print this Agreement.

READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. THIS IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND ANSYS FOR CUSTOMER TO USE THE PROGRAM(S), AND IT INCLUDES DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY.

UPON ACCEPTANCE (AS DEFINED BELOW), CUSTOMER'S AUTHORIZED REPRESENTATIVE LEGALLY BINDS CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND, TO THE EXTENT APPLICABLE, TO THE TERMS OF THE ANSYS GLOBAL PRIVACY NOTICE (ANSYS.COM/PRIVACY).

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR DO NOT HAVE THE RIGHT, POWER OR AUTHORITY TO ACT ON BEHALF OF AND BIND CUSTOMER, CLICK THE "I DO NOT AGREE" BUTTON INDICATING NON-ACCEPTANCE, PROMPTLY REMOVE THE PROGRAM(S) FROM CUSTOMER'S COMPUTER(S) AND RETURN THE PROGRAM(S) AND ALL RELATED DISKS AND DOCUMENTATION WITHIN THIRTY (30) DAYS TO ANSYS, OR ITS AUTHORIZED CHANNEL PARTNER FROM WHOM CUSTOMER OBTAINED THE PROGRAM(S), AND CUSTOMER WILL RECEIVE A FULL REFUND.

1. Definitions

- a. **Academic License** means a License to the Program(s) that, in Ansys' sole discretion given the totality of circumstances surrounding Ansys' provision of the Program(s), has been provided for educational purposes.
- b. **Affiliate** means any person or entity directly or indirectly controlling, controlled by, or under common control with a party. Control means the power to direct the management of such entity, either by majority of voting rights or otherwise.
- c. **Acceptance** means any action taken by Customer indicating its agreement to the terms of this Agreement including, but not limited to, a) clicking the "I AGREE" or similar button included with this Agreement, or b) downloading and/or installing any Program(s) for which Ansys has indicated that this Agreement applies.
- d. **Ansys** means ANSYS, Inc. for or any License granted within the United States and ANSYS International LLC for any License granted outside of the United States.
- e. **Beta License** means a License to use a pre-release version of the Program(s) or associated functionality that is either explicitly marked as beta or, in Ansys' sole discretion given the totality of the circumstances, has been provided for experimental, non-production, internal use purposes.
- f. **Channel Partner** means a third party authorized by Ansys to distribute and/or support an Offering.
- g. **Confidential Information** is any information that is marked as confidential or the confidential nature of which is evident to a reasonable person. A Program and pricing for the Program is Confidential Information of Ansys. Confidential Information does not include any information which (i) is or becomes publicly known through no fault of the receiving party; (ii) was in possession of the receiving party free of any obligation of confidentiality

prior to receipt from the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information or (iv) is rightfully obtained by the receiving party from third parties authorized to make such disclosure.

- h. **Contract User** means an individual or entity, other than an employee of Customer or Customer's Affiliates, that uses the Program for Customer's Internal Business Purposes.
- i. **Customer** means the person or entity entering into this Agreement through Acceptance by its authorized representative and who is authorized by Ansys to use the Program(s).
- j. **Designated Network** means a computer network specified by Customer to which use of the Program is restricted by a License Key.
- k. **Designated Site** means Customer's physical site where use of the Program(s) is authorized by Ansys.
- l. **Export Laws** means applicable laws and regulations that govern the export, reexport, and transfer of commodities, software, technology, and services.
- m. **Evaluation License** means a License to the Program(s) that, in Ansys' sole discretion given the totality of the circumstances surrounding Ansys' provision of the Program(s), has been provided for evaluation purposes.
- n. **Internal Business Purposes** means use of the Program for Customer's internal business activities, which may include providing value-added services to third parties, but does not include use of the Program for providing data processing services to third parties, serving as an application service provider, or providing batch processing services, or using the Program(s) or Program output to create a competing or similar product offering.
- o. **License** means the right to use a Program as granted to Customer based on this Agreement.
- p. **License Geography** means the location where the Program may be used as specified in the proposal or other ordering documentation provided by Ansys or a Channel Partner through an Ansys Product Code as described at <https://www.ansys.com/legal/agt#tab1-3>. If no License Geography is specified, the Program is licensed as "LAN" for any Program(s) managed via a License Key and "GLW" for any Program(s) managed via individual User login.
- q. **License Key(s)** means a software license management and security tool or other device that Ansys uses to allow Customer access to the Programs.
- r. **License Term** means the period during which Customer is authorized to use the Program. The License Term may be specified as a Paid-up License or a Subscription Lease License.
- s. **License Type** means the type of license being granted, which defines the usage rights associated with Licenses, as specified in the proposal or other ordering documentation provided by Ansys or a Channel Partner through an Ansys Product Code as described at <https://www.ansys.com/legal/agt#tab1-3>. If no License Type is specified, the Program is licensed as "STL" for any Program(s) managed via a License Key and "NUL" for any Program(s) managed via individual User login.
- t. **Paid-up License** means a perpetual License that can only be terminated in accordance with the Agreement.
- u. **Program** means software and/or database access offered by Ansys under this Agreement, including any accompanying documentation and any updates or upgrades thereto.
- v. **Restricted Persons** means any Person that is (i) the target of Sanctions, including any Person identified on OFAC's Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or any other Sanctions-related list maintained by a Sanctions authority; (ii) a Person that is organized, located, or resident in a restricted territory (For clarification, restricted territories are listed here); (iii) identified on a list administered under Export Laws; or (iv) any Person owned or controlled by any Person(s) described in clause(s) (i) – (iii).
- w. **Sanctions** means economic, financial and trade sanctions administered or enforced by the United States (including OFAC, U.S. Department of State, and U.S. Department of Commerce); European Union and each member state thereof; United Kingdom (including His Majesty's Treasury); and United Nations Security Council.
- x. **Subscription Lease License** means a License with a fixed term.
- y. **TECS** means Technical Enhancements and Customer Support as defined and further described in Section 9.
- z. **User** means an employee of Customer, Customer's Affiliates or Contract User or an individual Contract User.

2. License Grant

- a. Subject to Customer's continued compliance with the terms and conditions of this Agreement, upon Acceptance, Ansys grants to Customer a non-exclusive, non-assignable, non-transferable, and non-sublicensable license to use the Program in object code only during the License Term in the License Geography within the scope of the License Type.
- b. Ansys reserves the right to deny use of Licenses and TECS by Affiliates of Customer that become an Affiliate after the effective date of the respective Agreement (e.g., as the result of an acquisition or change of control).
- c. The Program may only be used by Users and only for Internal Business Purposes. Customer is responsible for any breach of the Agreement by its Users.
- d. Ansys is not conveying to Customer any title, ownership, copyright or any other intellectual property rights in or related to the Program. Ansys reserves all rights in and to the Program which are not expressly granted to Customer in an Agreement.
- e. Customer shall not translate, modify, reverse engineer, decompile, disassemble or decode the Program or any part thereof. Customer shall not combine, link or compile the Program with any other software without Ansys' express written consent. To the extent mandatory local law allows Customer to decompile the Program to obtain information required for interoperability purposes, Customer shall only exercise such right if Ansys has refused to provide the required information requested by Customer. Any such customer request must be in writing and provide specific details of the purposes pursued by Customer.
- f. Ansys may make Beta Licenses of the Program available to Customer. If Customer chooses to use Beta Licenses, they are provided to Customer as is and without any warranty, and they are Confidential Information of Ansys. Customer's use of Beta Licenses 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 products and services without any remuneration due to Customer. Use of the Beta Licenses shall be at Customer's sole risk.
- g. Certain Programs may come with additional rights or restrictions as further detailed in the Ansys Product Codes Table (APC Table) found at <https://www.ansys.com/legal/agtc#tab1-3>. These rights and restrictions are specified for each Program in the proposal or other ordering documentation provided by Ansys or a Channel Partner. If not specified, the following Program(s) shall be subject to the following Ansys Product Codes by default:

Program(s)	Default APC(s)
Academic License which contain the term "Associate" in the Program name	AAS
Academic License which contains the term "Research" in the Program name	ARL
Academic License which contains the term "Teaching" or "EduPack" in the Program name	ATE
Academic License which contains the term "Campus Solution" in the Program name	ACS
Ansys Student	ATE
Beta License	PRL
Evaluation License	EVL
Ansys Elastic Currency	AEC
Ansys Granta MI	MAU
Ansys Innovation Courses	AIC
Ansys Learning Hub	ALH
Ansys Mechanical CFD	MCF
Ansys Mechanical CFD Maxwell	MAX
Ansys Mechanical Maxwell	MME
Ansys SCADE Suite of Program(s)	SDE
Program(s) that include database access	DBL
Program(s) that include software development kits	SDK

- h. If applicable, for Customers that are U.S. Government entities, Ansys software is commercial computer software (as defined in Federal Acquisition Regulation (“**FAR**”) 2.101 for civilian agency purchases and Department of Defense (“**DOD**”) FAR Supplement (“**DFARS**”) 252.227-7014(a)(1) for defense agency purchases). If the software is licensed by or on behalf of a civilian agency, Ansys provides the software, its documentation, and any other technical data subject to this Agreement consistent with FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data). If software is licensed by or on behalf of any DOD agency, Ansys provides the software, its documentation, and any other technical data subject to this Agreement consistent with DFARS 227.7202-3. If this is a DOD subcontract, the DOD agency Customer may acquire additional rights in technical data under DFARS 252.227-7015(b). This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

3. Delivery and License Keys

- a. Customer is responsible for installation of the Program. Customer may make copies of the Program only as necessary for Customer’s back-up or archival purposes. In no event shall Customer remove or modify any copyright notices or other proprietary markings contained within the Program and will ensure that such notices are reproduced in all copies of the Program.
- b. Use of the Program may be controlled by License Keys that Ansys will provide to Customer. LICENSE KEYS MAY LIMIT THE SOFTWARE’S USE AND REQUIRE CUSTOMER TO OBTAIN NEW LICENSE KEYS FROM TIME TO TIME. For Licenses under TECS, Customer may request, at no additional charge, three (3) replacement License Keys per TECS period for such Program due to a change in the Designated Network. Ansys may charge an additional fee for replacement License Keys in other circumstances. Customer shall not modify the License Key in any way.

4. Payment

- a. Customer shall pay all fees for the Program(s) and/or TECS within thirty days after receipt of an invoice. Ansys may charge interest in the amount of one percent per month for any overdue amounts.
- b. Fees quoted to Customer are exclusive of all value added taxes, sales taxes, use taxes, and the like. Customer will pay all taxes associated with the Agreement, exclusive of any tax based on the income of Ansys. Customer must provide a valid tax exemption certificate if claiming a tax exemption.
- c. If Customer is purchasing through a Channel Partner, the terms in Section 3 (a) shall not apply and Channel Partner shall set its own terms for payment.
- d. Subject to Section 5(c), Customer shall be committed to the entire term for any License as specified by Ansys even if payments are made in several installments, if such term is broken down into shorter periods, or if Customer issues separate purchase orders for fractions of such terms.

5. Term, Termination and Renewals

- a. This Agreement and any License provided hereunder may be terminated for cause if the other party has materially breached an obligation and has failed to cure such breach within thirty days after written notice. In case of termination by Ansys for Customer’s infringement, misappropriation, or violation of any of Ansys’ intellectual property rights, such termination shall be effective upon written notice, with no notice or cure period requirement. Either party may terminate this Agreement and any License provided hereunder with immediate effect for cause if the other party (i) ceases to do business for any reason; (ii) has a receiver or administrator appointed over all or part of its assets; or (iii) becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceedings.
- b. If Ansys terminates this Agreement or any License for cause, Customer shall not be entitled to a refund and shall pay all outstanding fees owed for any terminated License within sixty days of such termination. Additional rights of Ansys shall remain unaffected.
- c. If Customer terminates this Agreement or any License for cause, Customer shall receive a pro-rata refund for all fees prepaid for periods following termination. For a Paid-Up License subject to a one-time fee, such pro rata calculation will be based on a straight-line depreciation over a thirty-six month period following the delivery date of the Paid-Up License.

- d. In the event this Agreement is terminated, Customer's License to the Program(s) granted under this Agreement shall immediately terminate. Customer shall immediately uninstall and delete any Program for which Customer's License has been terminated from its computer(s), shall promptly delete or return any materials provided to Customer in connection with the Program, and shall promptly certify to Ansys in writing that all copies and materials have been uninstalled, deleted or returned to Ansys.
- e. Unless otherwise agreed between the parties, any renewal of a License shall be subject to the terms of this Agreement.

6. Warranties

- a. Ansys warrants for a period of the longer of (i) ninety days from the date of the Agreement or (ii) the period during which Customer is entitled to receive TECS for the Program that the two most current version of the Program perform as specified in the corresponding Program documentation. No other documents, statements or representations will expand or change the express warranty set forth herein.
- b. THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY AGREED BETWEEN THE PARTIES. ANSYS, ITS AFFILIATES, CHANNEL PARTNERS, AND TECHNOLOGY SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROGRAM(S) INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. Ansys, its Affiliates, Channel Partners and technology suppliers expressly disclaim any warranty or representation to any person or entity other than Customer.
- c. Ansys, its Affiliates, Channel Partners and technology suppliers do not warrant the accuracy, correctness, applicability or completeness of any results or analysis based on these results obtained from use of the Program(s) by Customer or by Ansys.
- d. Customer's sole and exclusive remedies and Ansys' entire liability in case of a warranty breach caused by Ansys will be for Ansys to provide, at Ansys' option, (i) a correction or workaround; (ii) a replacement or modification to the Program(s) that conforms to the warranty; or (iii), if neither (i) nor (ii) are commercially feasible, notify Customer and permit Customer to terminate the part of the Program(s) affected by the breach. Sections 5(c) and 5(d) shall apply accordingly to the relevant parts of the Program(s).

7. Indemnification

- a. Ansys will defend at its expense any claim brought against Customer by any third party to the extent such claim asserts that the Program(s) infringes or misappropriates the third party's patent, copyright, trade secret or trademark. Ansys will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction or any settlement amounts finally agreed to by Ansys as a result of any such infringement claim, provided that Customer (i) promptly notifies Ansys in writing; (ii) promptly gives Ansys the right to control and direct the defense and settlement of such infringement claim (provided that Customer will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.
- b. Ansys may, at its option (i) replace or modify the Program(s) so as to avoid infringement, (ii) procure the right for Customer to continue the use of the Program(s), or (iii) if neither (i) nor (ii) are commercially feasible, terminate any parts of the Program(s) impacted by the infringement claim. Sections 5(c) and 5(d) shall apply accordingly in case of termination by Ansys.
- c. Customer's rights under this Section 7 will not apply to any infringement claim based upon or arising from (i) use of the Program(s) in a manner it was not designed for or not in accordance with the applicable documentation, (ii) any combination of the Program(s) with any other software or hardware for which the Program(s) is not intended; (iii) Ansys' compliance with specific Customer requirements or specifications; (iv) Customer's continued use of the Program(s) subsequent to receipt of notice of any claimed infringement; or (v) use of the Program(s) when a subsequent release of the Program(s) would have avoided such infringement.
- d. This Section 7 is Customer's sole and exclusive remedy and sets forth the entire liability and obligations of Ansys, its Affiliates, Channel Partners and technology suppliers with respect to any infringement or misappropriation claims.

- e. Customer shall defend and indemnify Ansys from and against any and all actions, proceedings, claims and demands by a third party (including reasonable costs and expenses) which arise out of or relate to Customer's use of the Program(s), provided that Ansys (i) promptly notifies Customer in writing; (ii) promptly gives Customer the right to control and direct the defense and settlement of such infringement claim (provided that Ansys will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.

8. Liability

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.
- b. Except for its indemnification obligations under Section 7 or material breach of Section 10, in no event shall Ansys' aggregate liability to Customer under this Agreement exceed (i) in case of an Program(s) subject to a one-time fee, the fee initially paid for such Program(s), (ii) in case of a Program(s) subject to a recurring fee, the fees paid during the twelve months preceding the damaging event under this Agreement, and (iii) in case of a Program(s) provided at no charge, USD one hundred.
- c. The foregoing exclusions and limitations of liability apply regardless of whether the parties have been advised of the likelihood of such damages or losses and regardless of the theory of liability.
- d. Customer is solely responsible for keeping full back up copies of its software, data and database configurations in accordance with best industry practice. Ansys shall not be liable for damages that would have been avoided by complying with this responsibility.
- e. The limitations on Ansys' liability set forth in this Section 8 shall also apply to the liability of Ansys' employees and directors, Affiliates (and their respective employees and directors), Channel Partners and technology suppliers, who may enforce the exclusions and limitations of liability in this Section 8 in their own name and for their own benefit.
- f. The Program(s) constitute or are based on mathematical analysis tools intended to assist Customer in Customer's development and design processes. They require considerable judgment for their correct use and interpretation. They are based on models that only approximate reality. The Program(s) therefore are not a substitute for rigorous and comprehensive prototyping or other testing by Customer of products prior to production and sale.

9. Technical Support and Enhancements

- a. Excluding Beta Licenses, Academic Licenses and Evaluation Licenses, TECS is included with Subscription Lease Licenses during their License Term. TECS must be purchased separately for any Paid-up Licenses. TECS consists of (i) reasonable telephone, e-mail or web-based support regarding the use of the Program ("Customer Support") and (ii) Program releases or corrections provided by Ansys ("Technical Enhancements"). TECS does not include any database set-up or configuration. Technical Enhancements may require Customer to update respective operating systems and other software that interacts with the Program.
- b. Customer Support is provided by Ansys, its Affiliates or Channel Partners (as applicable). Technical Enhancements will be provided at such times as determined solely by Ansys. Customer Support will be provided to Customer and its Affiliates at the locations specified by Customer that are within the applicable License Geography of the Program.
- c. TECS for Beta Licenses, Academic Licenses and Evaluation Licenses will be provided at the sole discretion of Ansys and/or its Affiliates and Channel Partners. In the event that TECS is provided for Academic Licenses, all Customer Support requests must be initiated via the Ansys Learning Forum.
- d. Ansys, its Affiliates and Channel Partners have no obligation to provide TECS (i) for other than the two most recent commercially available releases of each Program; (ii) for any Program that has been altered, damaged or modified by or on behalf of Customer; (iii) for any scripts, models or other deliverables created and provided by Ansys, its Affiliates or Channel Partners outside of the scope of these License Terms; or (iv) for any problems caused by Customer's negligence or willful misconduct or use of the Program other than in accordance with the Program documentation and the Agreement.

- e. Ansys warrants the performance of its obligations set forth in this Section 9 in a professional and workmanlike manner. If TECS is discontinued for a License, the reinstatement of TECS shall be subject to the then current reinstatement fee.

10. Confidentiality

- a. During the term of any mutual non-disclosure agreement in place between the parties governing the exchange of Confidential Information in the course of the provision of Program(s) to Customer, the provisions in this Section 8 do not apply. The obligations in this Section 8 shall apply for a period of three years from the date of first disclosure of any Confidential Information, except that Programs shall be kept confidential indefinitely.
- b. The receiving party will protect Confidential Information from disclosure using no less than a reasonable degree of care. The receiving party shall not use the disclosing party's Confidential Information for purposes other than the exercise of its rights and the performance of its obligations under an Agreement. The receiving party shall not disclose any Confidential Information except to (a) its employees, Affiliates, Channel Partners and consultants who are required to have access to such Confidential Information in connection with the exercise of the rights and the performance of the obligations under an Agreement; and (b) professional advisers and, in the case of Ansys, technology suppliers (solely for support purposes), provided that such employees, Affiliates, consultants, Channel Partners, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with the Agreement.
- c. The receiving party may disclose Confidential Information to the extent required by law, regulation or court order, provided that the receiving party makes reasonable efforts to notify the disclosing party in writing prior to disclosing the Confidential Information and, at the disclosing party's request and cost, takes reasonable steps to obtain protective treatment of the Confidential Information.

11. Export Compliance and Data Compliance

- a. The Program(s) are subject to certain restrictions and requirements under Export Laws and Sanctions. Customer represents and warrants that it and each of its Affiliates are and will remain in compliance with all Export Laws and Sanctions. Customer, its Affiliates and third parties to which Customer makes the Program(s) available shall not directly or indirectly export, reexport, or transfer the Program(s) or related items in violation of any Sanctions or Export Laws, including all applicable end-use, end-user, and destination restrictions thereunder and will not engage in any transaction, activity, or dealing that will result in a violation of Sanctions or Export Laws by any Person, including Ansys. (For clarification, examples of such end-use, end-user, and destination restrictions may be found at <https://www.ansys.com/legal/export-control-compliance>.)
- b. Customer represents and warrants that neither it nor any of its directors, officers, employees, or Affiliates is a Restricted Person. Customer additionally warrants that it and each of its Affiliates has not been, and is not currently prohibited from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, software, or technical data regulated by any agency of the government of the United States or other applicable countries.
- c. Customer warrants it will ensure it and each of its Affiliates will mark with "Export Restricted" or similar phrases any software or technology it provides to Ansys that has any export control limitations on its being exported or otherwise released to non-US persons. In addition, Customer agrees that it will not provide to Ansys any technical data or software subject to the ITAR without first obtaining Ansys' prior written approval to do so.
- d. Customer shall promptly notify Ansys in writing if it is no longer able to make the representations under this Section. Ansys shall not be obligated to perform under this Agreement if doing so would violate any Export Laws or Sanctions.

12. Governing Law, Dispute Resolution

- a. If Customer is the U.S. Government, this Agreement shall be subject to the laws of the United States, and in the event of any dispute arising from or in relation to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction under the laws of the United States. If Customer is a state or local government entity within the United States, this Agreement shall be subject to the laws of the

state in which Customer is located, and in the event of a dispute arising from or in relation to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state.

- b. Except as set forth in Section 12a, Any disputes arising out of or related to this Agreement, or the parties' relationship created hereby (a "Dispute"), shall be governed by the laws set forth in the table below, but without reference to that jurisdiction's conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

Contracting Ansys Affiliate	Governing law	Dispute resolution
ANSYS, Inc.	The laws of the State of Delaware and applicable United States federal law	Each party hereby irrevocably submits itself to the personal jurisdiction of, and venue in, the courts in Delaware for any Disputes.
Ansys International LLC	The laws of the State of New York and applicable	Arbitration in accordance with the ICDR International Arbitration Rules ("ICDR Rules"), except as otherwise modified in this Section 10. The seat of the arbitration shall be New York, New York, USA. Notwithstanding the choice of New York law, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code.
Any other Ansys Affiliate	The laws of the State of New York	Arbitration in accordance with the ICDR Rules, except as otherwise modified in this Section.

- c. The seat of the any arbitration under this Section 12 shall be New York, New York, USA. Arbitration shall be conducted in the English language. The arbitration will be conducted in-person at one of the following locations: (i) New York, New York, USA; (ii) Switzerland; (iii) Singapore; (iv) Korea; or (v) as the parties otherwise agree in writing. If the parties are unable to agree on an in-person location, the location will be whichever of (i)-(iv) is closest to location of contracting Ansys Affiliate. Each party waives any objection based on forum non conveniens in any proceedings to enforce an arbitration award rendered under this Agreement.
- d. The ICDR International Expedited Procedures will apply to Disputes in which no disclosed claim or counterclaim exceeds \$2,000,000 USD, and any such Dispute will be decided by one arbitrator. All other Disputes will be decided by three arbitrators, with each party appointing one arbitrator within 20 calendar days after the initiation of arbitration. The two party-appointed arbitrators will then have 20 calendar days from the appointment of the second arbitrator to agree on a third arbitrator who will chair the tribunal. If any arbitrators are not selected within these time periods, the list method in ICDR Rule 13(6) will apply. Orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Each party will bear its own costs and expenses but will share equally the costs of the arbitrator(s) and the arbitration administrative fees. The parties, ICDR personnel, and arbitrator(s), agree to treat (i) the existence of an arbitration, (ii) the arbitral proceedings, (iii) the parties' submissions in arbitration, and (iv) the tribunal's decisions, including its award, as Confidential Information.
- e. Nothing contained in this Section 10 will restrict the rights of the parties to seek injunctive relief. Ansys, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business to enforce Ansys' intellectual property rights.

13. Miscellaneous

- a. Customer shall not assign an Agreement or any License to any third party by operation of law, in bankruptcy, or otherwise without the prior written consent of Ansys.
- b. If any provision in the Agreement is invalid, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of the Agreement. The parties shall replace any invalid provision by a valid provision that most closely matches the purpose of the invalid provision.

- c. Any failure of any party to enforce any of the provisions of an Agreement will not be construed as a waiver of such right of the party to enforce any such provision in the future.
- d. IF CUSTOMER HAS PREVIOUSLY AGREED IN WRITING TO AN AGREEMENT WITH ANSYS THAT SPECIFICALLY GOVERNS USE OF THE PROGRAM(S), SUCH AGREEMENT SHALL SUPERSEDE AND REPLACE THIS AGREEMENT, AND THIS AGREEMENT IS VOID, REGARDLESS OF ANY ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER. If Customer has not previously agreed in writing to an agreement with Ansys that specifically governs use of the Program(s), then this Agreement constitutes the complete and exclusive agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. There are no side agreements. Any Customer terms printed or written on a Customer purchase order or other purchasing instrument, attached thereto, or referenced therein shall not apply. This applies even if Ansys performs under this Agreement or accepts the fees from Customer without explicitly rejecting such terms.
- e. An Agreement may only be modified by a written amendment executed by duly authorized officers or representatives of the parties.

14. License Compliance and Data Analytics

- a. For any License that Customer may use at multiple sites, upon Ansys' request, Customer shall submit a usage report with information from the Ansys license manager used in the Program once per year that identifies and lists the site locations, machine identifiers, time, date, and number of hours of access of the Program per License to Ansys within twenty days of Ansys's request for same. Customer shall not be obligated to include any personal information in such report.
- b. Upon fifteen days prior notice to Customer, at Ansys's own cost and no more than once per year, Ansys may review and examine Customer's License usage for compliance with this Agreement. Ansys may, in its sole discretion, elect to conduct this review with either its own personnel or a third-party independent audit firm. Customer shall provide Ansys and/or the audit firm with access to (i) Customer's premises during business hours and (ii) all relevant data, files and information requested by Ansys. If any non-compliant or unauthorized use of the Program(s) is found, Customer shall pay the then current list price for such Program(s) and any other damages suffered by Ansys within thirty days.
- c. In accordance with Section 14(h) or 14(i) below, Ansys may embed the Program(s) with compliance technology ("License Compliance Technology") provided by third-parties ("Technology Providers") that reports information to Ansys, as the controller of this information under applicable data protection laws. Information collected by the License Compliance Technology concerns unique user and network identification information related to the use of the Program(s) ("Identification Information"). Identification Information collected by the License Compliance Technology includes geographic location data, usernames, e-mail addresses, IP addresses, hostname, MAC addresses, and the domains from which the use of the Program(s) originated. Ansys' processing of such Identification Information for license compliance (collectively "Processing Activities") includes:
 - Collection, use, and storage of the Identification Information by Ansys, its Affiliates, Channel Partners, Technology Suppliers, and any global service providers who aid Ansys in the enforcement of its global license compliance program ("Service Providers") to administer and enforce Ansys' license compliance program;
 - Transfer of the Identification Information to Ansys Affiliates, Channel Partners, Technology Suppliers, and Service Providers;
 - The transfer of such Identification Information to countries from which the Identification Information or use of the Program(s) originated.
- d. Ansys will retain the Identification Information for a period of time necessary to ensure license compliance program with the terms of this Agreement and/or verify that both the Programs and Customer's use of the Programs are appropriately licensed and thereafter as long as it is necessary for compliance.

- e. **Customer acknowledges and agrees that any Identification Information collected under this Section 14 may be processed and stored outside of its country of origin, including in the United States.**
- f. For a current list of Technology Providers, Affiliates, and Service Providers, information on your data protection rights (including, where applicable, your right to object against certain processing based upon legitimate interests), and more information on how Ansys uses the Identification Information please visit www.ansys.com/privacy.
- g. **Customer hereby represents and warrants that it shall provide sufficient notice to all Users of the Program(s) of Ansys' processing of the Identification Information, as described in this Agreement, and shall only allow Users that either have consented to such processing or whose consent is not required under applicable law to use the Program or contact Customer Support.**
- h. **For all Customers, except for those in the Republic of Korea, Ansys processes the Identification Information on the legal basis of (i) performing this Agreement; (ii) performing legal duties under applicable laws and regulations (including without limitation, preventing the unauthorized use of the Program that poses security risks); and (iii) its legitimate interests, to ensure compliance with the terms of this Agreement and verify that both the Program(s) and Customer's use of the Program(s) are appropriately licensed.** On these legal basis and in pursuit of its legitimate interests, Ansys shall use the Identification Information solely to determine if modifications to certain code files of the Program(s) have been made or if there is suspected or confirmed unauthorized access to or use of the Program(s). To the extent that applicable data protection laws require special treatment of specific types of Identification Information, Ansys shall take measures necessary for compliance with these laws. Ansys shall ensure that any transfers of Identification Information complies with all applicable data protection laws, including, to the extent applicable, restrictions on cross-border data transfers under the General Data Protection Regulation (Regulation (EU) 2016/679).
- i. For Customers in the Republic of Korea, Ansys processes the Identification Information to ensure compliance with the terms of this Agreement and verify that both the Program(s) and Customer's use of the Program(s) are appropriately licensed. Ansys and the Technology Providers process such Identification Information solely to determine if modifications to certain code files of the Program(s) have been made or if there is suspected or confirmed unauthorized access to or use of the Program(s). **Customer's Acceptance of the terms of this Agreement shall evidence Customer's explicit consent to the Processing Activities and the collection, use, and storage of the Identification Information as outlined above.** Customer's consent to these terms is voluntary. Customer may withdraw consent at any time by (i) emailing privacy@ansys.com and rejecting these terms, and (ii) ceasing to the use the Program(s). Notwithstanding anything herein to the contrary, Customer's continued use of the Program(s) shall evidence its acceptance to the terms of this Agreement.
- j. Customer acknowledges that in support of Ansys' Program improvement process, Users may opt-in to provide feedback regarding the use of the Program that includes information on hardware profiles, operating systems, performance of the Program and any errors that occur, the version of the Program in use, the region where the Program is used and the functionalities of the Program used by Users.