

Cloud Services Description Ansys Cloud Platform & Applications

1. Additional Definitions

- A. **Credits** means a type of virtual currency that allows Customer to access the Cloud Services on an incremental basis.
- B. **Custom Workflow** means scripted workflows, graphical user interface customizations, application interfaces, or custom preprocessing and postprocessing features developed by Customer in the Ansys Notebook environment.
- C. **Subscription** means the subscription plan identified on the Order Form which includes a fixed amount of cloud storage, identifies the number of named User(s) that may access the Cloud Services, and includes a fixed number of Credits.

2. Scope of Cloud Services

Ansys Cloud Platform and any additional cloud applications made available by Ansys to Customer on the Ansys Cloud Platform are Cloud Services that allow Customer access to a cloud engineering simulation platform.

3. Charging Model for Cloud Services

- a. To use the Cloud Services, the Customer must procure a Subscription to the Ansys Cloud platform. Access to additional cloud applications available on the Ansys Cloud platform may require an additional subscription fee and/or the purchase of additional Credits which will be identified on the Order Form. Customer may also choose to purchase additional cloud storage and/or Credits.
- b. The Cloud Services are provided on a named User basis. Customer shall designate the named Users and provide their individual e-mail addresses. A named User shall not share his or her named User credentials with any other person, including other named Users. Named Users may reasonably be changed by Customer (e.g. staff leaving) during the term for which the Cloud Services was acquired and of the number of named Users associated with the subscription tier chosen by the Customer for the Cloud Services. The Cloud Services are subject to the usage limits specified in the Order Form and specifically, to the number of named Users identified in the applicable Subscription tier identified on the Order Form.
- c. For Credits associated with the Cloud Services, Customer's access to the Cloud Services is limited by the number of Credits included in Customer's Subscription or otherwise purchased and the number of named Users identified on Customer's Order Form. Credit consumption is tracked via a monitoring and reporting tool that is available for Customer to access within the Cloud Services (the "Usage Dashboard"). The Usage Dashboard will automatically track Customer's consumption of Credits. If Customer believes there is an error in the reporting of consumed Credits, Customer may dispute such consumption within ten (10) business days of the then current month. In the event of any consumption errors validated by Ansys for which Customer provides written notice, Ansys will make any necessary adjustment to the Customer's Credit balance. Customer shall not be entitled to any refund of any kind for any errors or discrepancies with respect to Credit consumption or for any other reason. Any Credits unused at the end of each month are forfeited without refund.

4. Support of Cloud Services

- a. Support of the applications and the Cloud Services will consist of web-based forum support and, as needed, telephone and email support respecting the use of the Cloud Services. Support for the Cloud Services will be provided during normal business hours to the locations specified in the Order Form. If no locations are specified in the Order Form, then Support for use of the Cloud Services will be provided Monday through Friday from 9 a.m. to 5 p.m. U.S. Eastern Time.
- b. Except as Ansys may otherwise provide the communications related to Support requests will be done in English. Ansys will use commercially reasonable efforts to provide Customer the Cloud Services in accordance with the Service Level Terms set forth in Section 5.
- c. In the event of a simulation failure, Customer may choose to provide such error notice to Ansys. Ansys may use information to update and/or modify the Cloud Services as needed to fix the error and prevent future simulation failures.

5. Service Level Agreement

- a. Ansys will use commercially reasonable efforts to make the Cloud Services available during 95% of each calendar month, subject to the exceptions below ("Availability Commitment"). The availability of the Cloud Services for a given month will be calculated according to the following formula ("Availability"): $((TMM-TMU) \times 100)/TMM$
- b. TMM means total minutes in the month and TMU means total minutes in the month the Cloud Services are unavailable. The Cloud Services are deemed to be unavailable only if the Cloud Services do not respond to HTTP requests issued by Ansys' monitoring software. Customer acknowledges that Ansys' monitoring software will provide the basis for the calculation. Customer may dispute such information in good faith by providing alternative information based on its own logs, records and data.
- c. The Cloud Services will not be considered unavailable for any downtime that results from (i) any maintenance during standard maintenance windows which shall be communicated to Customer from time to time or at other times requested by Customer; (ii) Customer's breach of the Agreement; or (iii) events beyond the reasonable control of Ansys.
- d. If Ansys does not meet the Availability Commitment, Customer's sole and exclusive remedy for such failure, shall be a credit equal to one (1) day for each day that the Cloud Service are unavailable beyond the Availability Commitment (including any fractional amounts, e.g., if the Cloud Services are unavailable for 1.2 days beyond the 95% Availability Commitment, then Customer is entitled to receive a pro-rated credit of 2 days).

6. Additional Customer Responsibilities

- a. Customer on behalf of itself and its Affiliates, agrees that it will not submit to Ansys or the Cloud Services any information, or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, International Traffic in Arms Regulators (ITAR) or Export Administrator Regulators (EAR) controlled or otherwise have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reasons of national security.
- b. Customer, on behalf of itself and its Affiliates, agrees not to allow its Users or any third parties to use the Cloud Services: (i) to compare the performance, features or other components of the Cloud Services to other services or software programs or otherwise engage in benchmarking activities; or (ii) for any application where a failure of the Cloud Services could result in death, serious injury, environmental damage or property damage. Examples of prohibited uses include medical support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments. Customer acknowledges that Ansys makes no assurances that the Cloud Services are suitable for any high-risk use.

7. Termination & Data Storage

- a. If Customer's Subscription to the Cloud Services terminates for any reason including Customer's failure to renew its Subscription or failure to purchase additional Credits for the Cloud Services, any Customer Content, stored in the Cloud Services may be deleted by Ansys within thirty (30) days. Ansys has no obligation to store any Customer Content on behalf of the Customer after such time. Consistent with Ansys General Terms and Conditions Section 7d, Customer has responsibility for backing up all of Customer's Content.

8. Ansys Notebook

- a. The Cloud Services known as Ansys Notebook consist of a development environment that may be used to create Custom Workflow(s). Customer shall not develop Custom Workflow(s) that compete with any applications available on the Cloud Services and shall not distribute, license, or otherwise provide the Custom Workflow to any third party without Ansys' prior written consent. Ansys' support obligations set forth in Section 4 above do not apply to any Custom Workflows.

9. Beta

- a. Notwithstanding anything herein to the contrary, Ansys may make available certain beta, unreleased, or pre-production products or functionality via the Cloud Services (the "Preview Technology"), which shall be marked as 'Beta'. All Preview Technology is not intended for production use and is provided to Customer 'as is' and without any warranties or representations of functionality. Customer shall report to Ansys any malfunctioning, bugs, and errors of functional deficiencies in the Preview Technology ("Technology Deficiency(ies)") detected (e.g., if the Preview Technology is not performing in accordance with Ansys' specifications). Customer may provide suggestions, observations, feedback, commentary, recommended use cases or other statements (collectively, the

"Feedback") to Ansys concerning the Preview Technology. Customer 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 Customer's Confidential Information. Any Feedback or Technical Deficiencies reported to Ansys by Customer shall be considered Ansys confidential information. Ansys shall be free to disclose and use the Feedback and the Technology Deficiencies as it sees fit, without any obligation of any kind to the Customer.

10. Data Security and Privacy

- a. The Ansys Cloud Platform Security Addendum found at <https://www.ansys.com/legal/agtc#tab1-6> shall apply to Customer's use of the Cloud Services.
- b. The Data Processing Agreement found at <https://www.ansys.com/legal/agtc#tab1-5> shall apply to Customer's use of the Cloud Services.