

# Cloud Services Description Ansys Cloud Service Provider Offerings

## 1. Additional Definitions

- a. **Personal Data** means any information relating to an identified or identifiable natural person.
- b. **Sensitive Personal Data** means any Personal Data revealing racial or ethnic origin or genetic data, biometric data, or other Personal Data subject to specialized security regimes, including without limitation the standards promulgated by the PCI Security Standards Council.
- c. **Separately Licensed Technology** means technology that is licensed under separate terms between Customer and the Separately Licensed Technology provider. Separately Licensed Technology includes but is not limited to any software products that Customer uses in connection with the Cloud Services, including Ansys software products.

## 2. Scope of Cloud Services

- a. Ansys Cloud Service Provider Offerings include Ansys Access on Microsoft Azure and Ansys Gateway powered by AWS, which are Cloud Services that are made available to Customer for Customer to access a virtual machine for the purpose of using Separately Licensed Technology. The Cloud Services do not include any Separately Licensed Technology.

## 3. Charging Model for Cloud Services

- a. To use the Cloud Services, Customer must procure a subscription. The Cloud Services are made available to Customer for the fees identified on the Order Form.

## 4. Support of Cloud Services

- a. Ansys may, at its discretion, provide enhancements, modifications, revisions, or additions to the Cloud Services that will be made available to Customer directly through the Cloud Services. Provided, however, Ansys is not under obligation to do so.

## 5. Additional Customer Responsibilities

- a. Customer must at all times be a current Ansys customer with active licenses to Ansys software products. Ansys reserves the right to remove Customer's access to the Cloud Services if Customer does not have an active license to Ansys software products. Customer acknowledges and agrees that Customer shall be responsible for: (i) determining whether the Cloud Services are suitable for Customer's use and using the Cloud Services in accordance with any Cloud Service documentation; and (ii) implementing and managing security measures to secure Users access and use of the Cloud Services. Additionally, Customer acknowledges that it must have a valid Microsoft Azure Account or AWS account, as applicable, to access and use the Cloud Services. Failure to maintain an active Microsoft Azure or AWS account, as applicable, will result in termination of Customer's access to the Cloud Services without refund.
- b. 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 (i) Sensitive Personal Data; or (ii) 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.
- c. Customer may compare the performance, features, or other components of the Cloud Services and engage in benchmarking activities (collectively, "Benchmarking Activities") solely for its own internal purposes. Any results of the Benchmarking Activities are deemed Confidential Information.
- d. Customer, on behalf of itself and its Affiliates, agrees not to allow its Users or any third parties to use the Cloud Services for any application where a failure of the Cloud Service 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.

## **6. Warranty Disclaimer**

- a. The Cloud Services are provided on an “as is” and “as available” basis and Ansys makes no representations or warranties as to service levels, uptime, or availability of the Cloud Services. Ansys expressly disclaims all warranties of any kind for the Cloud Services and the documentation.

## **7. Separately Licensed Technology**

- a. Customer understands that the Cloud Services enable Customer to configure, optimize, use, and access Customer’s own infrastructure via a virtual machine interface. The Cloud Services require the use of Separately Licensed Technology. Customer 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 Customer 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.

## **8. Data Privacy**

- a. The Data Processing Agreements found at <https://www.ansys.com/legal/agtc#tab1-5> shall apply to Customer’s use of the Cloud Services. Additionally, Ansys will collect, generate, and deliver to Microsoft or AWS, as applicable, all data related to Customer’s usage of the Cloud Services necessary to calculate the applicable usage fees.