

Custom Training Services Terms

1. Additional Definitions

- a. **Authorized Participant** means Customer's employees, contractors, or other personnel identified in the SOW.
- b. **Customer Materials** means materials owned by Customer and provided to Ansys to assist in its delivery of the Training Services.
- c. **Rights** means all rights, titles and interest, including all intellectual property rights.
- d. **Session Recording** means an audio and/or video recording of the Training Session.
- e. **Training Materials** means materials created and/or provided by Ansys in connection with the Training Services and which may include a) pre-existing training materials, b) new training materials created based on Customer's areas of interest or need, and c) new training materials that incorporate Customer Materials.
- f. **Training Services** means the custom training services provided by Ansys under these Custom Training Services Terms.
- g. **Training Session** means the training session performed for Customer by Ansys.
- h. **SOW** means a statement of work provided by Ansys to Customer which contains additional details of the Training Services to be provided, as applicable.

2. Training Services

- a. Ansys will provide the Training Services identified in the Order Form, as may be more particularly described in the SOW. The SOW may be issued before or after purchase and the absence of an SOW at the time of purchase shall not relieve Customer of its obligations hereunder. Each SOW is effective and becomes part of the Agreement upon Customer's acceptance either by (i) execution, (ii) written confirmation (including via email), or (iii) receipt of the Training Services.
- b. Any timelines, deadlines, or other dates provided in the SOW are estimates only. If any part of the Training Services will not be completed by the date identified in the SOW, Ansys will promptly notify Customer in writing of such delay, such notification to include an updated timeline estimate.
- c. Training Sessions, Training Materials, and any Session Recordings will be provided to Authorized Participants in the manner set forth in the SOW, and Customer acknowledges and agrees that Ansys will have no responsibility or liability for any Training Materials or Session Recordings stored by, hosted by, or otherwise within the possession or control of Customer or Authorized Participants.

3. Fees and Expenses

- a. Unless otherwise specified in the Order Form, all fees for the Training Services are nonrefundable and must be paid in advance.
- b. Customer shall reimburse Ansys for all pre-approved travel and out-of-pocket expenses incurred by Ansys in connection with the performance of the Training Services. Ansys shall provide receipts and reasonable supporting documentation for such expenses.

4. Intellectual Property

- a. Customer acknowledges and agrees that, except for any Customer Materials incorporated therein, all Rights in and to the Training Materials will be owned exclusively by Ansys, and that Ansys will

have the right to use and disclose the Training Materials for any and all purposes at Ansys' sole discretion and choice, subject to the limitations of Section 4(c) below. Ansys hereby grants Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual license for Authorized Participants to use the Training Materials and any corresponding Session Recordings to the extent necessary to enable Customer and Authorized Participants to make reasonable use of the Training Services for Customer's internal and ordinary business purposes. The preceding license is restricted to Authorized Participants, and neither Customer nor any Authorized Participants are permitted to make copies of, transmit, publicly perform, or otherwise distribute the Training Materials or any corresponding Session Recordings. Customer agrees that each Authorized Participant will be made aware of these terms and the restrictions herein, and Customer will be responsible for any acts or omissions of Authorized Participants that, if performed by Customer, would be a breach of this Agreement as if such act or omission had been performed by Customer itself.

- b. Customer will retain all Rights to any Customer Materials. Customer hereby grants to Ansys a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license to modify, create derivative works, copy, use, distribute, publicly perform, and otherwise exploit the Customer Materials, so long as such use and exploitation complies with Ansys' obligations with respect to Customer's Confidential Information. Customer acknowledges and agrees that, under the preceding license, Ansys' right to modify and create derivative works includes the right to remove from the Training Materials any Customer Materials that are Confidential Information.
- c. Where permitted by the SOW, Customer agrees that Ansys will have the right to create Session Recordings. Ansys will own all Rights in and to any Session Recording, and Ansys will have the right to use the Session Recording for the sole purpose of reviewing and improving the Training Services, so long as such use complies with Ansys' obligations and restrictions with respect to Customer Materials and Customer's Confidential Information. Customer represents and warrants that any Authorized Participant or other Customer personnel whose name, image, likeness, speech, question, comment, or other participation is included in the Session Recording has provided all necessary rights and permissions to Ansys to give effect to this Section, or that Customer will promptly take any such action as may be required in order to secure such rights and permissions. Customer may, with Ansys' written permission, create a Session Recording. To the extent that Customer creates any Session Recording, Customer hereby assigns all Rights in such Session Recording to Ansys, and agrees to promptly provide such Session Recording to Ansys upon Ansys' request.

5. Warranties

Ansys warrants that it shall perform the Training Services (a) using personnel of required skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.