

# Quality Assurance Services Terms

## 1. Additional Definitions

- a. **Ansys QA Coordinator (“AQC”)** means the Customer employee designated to receive all QA correspondence described herein, as identified on the Order Form.
- b. **Ansys Quality Manual** means the documentation that defines the quality system that Ansys uses to fulfill its internal quality goals.
- c. **Ansys Verification Manual** means a collection of analysis problems to test how Ansys features and functions operate.
- d. **Class3 Error** means a Program(s) error which allows the Program(s) execution to complete and yield results that may be wrong but are not easily identifiable as incorrect.
- e. **Covered Software Program(s)** means the separately licensed Ansys computer software program(s) for which Ansys makes the QA Services available, as identified in Section 2 of these Quality Assurance Services Terms.
- f. **Major Release** means a release of the Covered Software Program(s) in which a number of important improvements have been made. Major Releases do not include special versions or service packs or any pre-releases (including prototypes, previews, alpha versions, beta versions or release candidates) of the Program.
- g. **Verification Testing Package** means (i) one copy of Ansys’ Verification Manual and (ii) media and user documentation for the operating system version(s) specified on the Order Form containing input data and expected results for applicable test cases found in Ansys’ Verification Manual and test cases used to verify applicable Class3 Error corrections.
- h. **QA Services** means the services described in these Quality Assurance Services Terms.
- i. **QA Services Term** means the contracted period of performance during which Ansys shall provide the QA Services as specified on the Order Form.

## 2. Scope and Type of QA Services

- a. The QA Services are optional, off-the-shelf Offerings intended to assist Customer in testing, verifying and validating the performance of the Covered Software Program(s) for regulatory and other internal purposes.
- b. Ansys offers two tiers of QA Services, the Quality Assurance Testing Agreement and the Quality Assurance Service Agreement. The rights and obligations associated with each such Offering are as specified in Sections 3 and 4 of these Quality Assurance Services Terms.
- c. The Ansys computer software programs included within the scope of Covered Software Program(s) depend on the type of QA Services purchased, which may be Structural Mechanics or Fluid Dynamics. The Covered Software Program(s) for each type are specified in the table included in Attachment 1 below.

## 3. QA Testing Agreement

- a. If Customer purchases the optional QA Testing Agreement, Ansys shall provide Customer the following during the QA Services Term:
  - i. One controlled copy of the Ansys Quality Manual including applicable revisions;
  - ii. A non-exclusive, non-assignable right to use the Verification Testing Package applicable to each Major Release of the Covered Software Program(s) included within the scope of the applicable QA Services Offering; and
  - iii. Telephone support for installing and running software included in the Verification Testing Package during the hours of 8:30 A.M. to 5:00 P.M. EST.
- b. Customer shall be solely responsible for executing the Verification Testing Package and evaluating the results. In the event of hardware or operating system changes, Customer shall evaluate whether re-execution of the Verification Testing Package is required. Should Customer desire a Verification Testing Package for more than one platform/operating system, it will be provided to Customer at Ansys’ then-

current fee. Should Customer desire a Verification Testing Package for any previous release of the Covered Software Program(s), it may be provided to Customer at Ansys' then-current fee, if available.

- c. The release of the Verification Testing Package is separate from and occurs after the Covered Software Program(s) release. A Verification Testing Package is supplied for each Major Release.

#### 4. QA Service Agreement

- a. If Customer purchase the optional QA Service Agreement, Ansys shall, during the QA Services Term, provide Customer with everything included as part of the QA Testing Agreement as well as:
  - i. Maintain a quality assurance system applicable to each of the Covered Software Program(s) that, when purchased in combination with the Covered Software Program(s):
    - Meets the applicable requirements of International Quality Management Systems Standard ISO 9001;
    - Enables the Customer to procure each Covered Software Program as a "basic component" under 10 CFR Part 21; and
    - Satisfies the applicable requirements of 10 CFR Part 21 and 10 CFR Part 50, Appendix B, of the Nuclear Regulatory Code and ASME NQA-1 "Quality Assurance Requirements for Nuclear Facility Applications", including Subpart 2.7, Quality Assurance Requirements for Computer Software.
  - ii. Provide a certificate of conformance for the applicable Covered Software Program(s) and the Verification Testing Package certifying their conformance to the Ansys quality system.
  - iii. Provide Class3 Error reports via Ansys' then-current standard delivery methods for a period of forty (40) years after the expiration or termination of the QA Service Term. Ansys shall affirmatively notify Customer within five (5) working days of any confirmed Class3 Errors found in the Covered Software Program(s) so that Customer may determine whether the Class3 Error(s) impacts any safety-related activities of Customer or are reportable pursuant to Title 10, Chapter 1, Code of Federal Regulations, Part 21, title "Reporting of Defects and Noncompliance" (10 CFR Part 21).
- b. Customer shall:
  - i. Report to Ansys any potential Class3 Error Customer discovers, including details of the suspected Class3 Error. Potential Class3 Errors shall be communicated to Ansys in English via standard Ansys customer support channels. Ansys will then investigate the error in accordance with its quality system.
  - ii. Notify Ansys of any change of the AQC's or Customer's address or email address or any change to any other contact information listed in the Order Form.
  - iii. Have the right to audit Ansys' facilities once during the QA Services Term for up to two (2) days with up to two (2) audit team members per day. Additional audit days may be offered for an additional fee. Customer shall have reasonably scheduled access to Ansys' facilities, personnel and operations to perform inspections, surveillance or audits in order to determine Ansys' compliance with this Agreement. Customer personnel may be accompanied by Customer's consultants provided that Ansys is notified in advance and such consultants agree to sign a non-disclosure agreement in a form specified by Ansys prior to the visit.

## Attachment 1

### List of Covered Software Program(s)

Covered Software Program(s)	
Structural Mechanics	Fluid Dynamics
Aqwa	CFD-Post
Autodyne	CFX
Composite PrePost	Fluent
Design Modeler	Design Modeler
Design Xplorer	Design Xplorer
Discovery (Thermal, Modal, and Structural applications)	Discovery (Fluid Applications)
Mechanical	ICEM CFD*
Mechanical ADPL	Polyflow*
Rigid Body Dynamics	TurboGrid*
SpaceClaim	SpaceClaim
Workbench	Workbench

\*The Verification Testing Package currently does not contain Verification Manual tests for these products/applications. However, some new features and/or Class3 verification tests may be included.