ANSYS INNOVATION CERTIFICATIONS TERMS AND CONDITIONS OF USE

(Web Version February 23, 2022)

Ansys and Customer shall execute a License Form referencing and incorporating by reference these Ansys Innovation Certifications Terms and Conditions of Use (the "Terms") in each instance when Customer purchases access to an Offering. By signing a License Form, each party has caused these Terms to be executed by its duly authorized representatives and agrees to be bound by the terms and conditions of this Agreement.

1. Definitions.

Affiliate. Any person or other entity directly or indirectly controlling, controlled by, or under common control of such company. A joint venture shall not be considered an Affiliate of either party.

AIC Site. A website made available by Ansys for purposes of providing the Offering.

Ansys. Means ANSYS, Inc. or ANSYS International LLC.

Badges. An electronic certificate that shows a Named User's completion and passing of a specific Certification issued to the Named User by Ansys and made available by Credly.

Customer. Means the entity identified on the License Form.

Certification. Certification(s) offered in connection with the Training Course(s) inclusive of any Badges. If Customer purchases a Certification, the Certification Agreement set forth in Exhibit A also applies to its Named Users for whom Customer has procured a Certification.

Channel Partner. An unaffiliated business entity that is authorized by Ansys to resell access to the Offerings. Channel Partner(s) may provide Offerings and Cloud Access in certain regions.

Cloud Access. Access to cloud services that Customer may purchase with an Offering. Cloud Access is purchased by Customer from Ansys or a Channel Partner, as applicable, and provided by a third-party cloud provider. For purchases of Cloud Access from Ansys directly, the Cloud Terms set forth on https://www.ansys.com/legal/terms-and-conditions/microsoft-software-license-agreement and any additional terms as provided by Microsoft shall also apply to the provision of Cloud Access. These Terms allow Customer to purchase Cloud Access in connection with an Offering from Ansys, however Customer expressly acknowledge and agrees that any such Cloud Access purchased by Customer from a Channel Partner (if applicable), is subject to separate terms and conditions between Customer, the Channel Partner and the third-party cloud provider.

Contract User. An individual or entity, not a regular employee of Customer, who is engaged to perform Customer's internal data processing services and accesses an Offering in further support of such activities. If Customer is a university or academic institution, Customer may permit individuals who are students at such academic facility or university to access and use the Offering(s). Such students will be considered Contract Users of Customer.

Data. Any content, materials, data and information that Customer and/or a Named User provides to Ansys in connection with the AIC Site.

Named User. An employee or Contract User of the Customer, as applicable, which: (i) has been authorized by the Customer to be a user of the AIC Site and to access Offerings purchased by the Customer; and (ii) is identifiable as a unique user by their e-mail address.

Fees. The fees payable by Customer to Ansys or a Channel Partner, as applicable, for access to an Offering or Cloud Access.

License Form. Any document referencing these Terms which (i) is signed by Ansys and the Customer, and (ii) incorporates the terms and conditions set forth herein. Each License Form will be treated as a separate agreement.

Order. Customer's selected Offerings to purchase as more particularly identified on the License Form.

Offering. The applicable Training Course(s), Certification(s), Cloud Access, and Badge(s), and other content made available for purchase. The Offering may include a bundled solution (e.g. Training Course(s), Cloud Access, Certifications, and/or Badge(s) that are sold as one combined bundle).

Personal Data. Any information relating to an identified or identifiable natural person that is processed in accordance with these Terms.

Programs. Software made available by either Ansys or a Training Partner, as applicable. Program(s) are made available to Customer under a separate agreement.

Training Course. Non-exclusive training courses provided by Ansys or a Training Partner which aim to provide additional tools/resources/materials to improve a Named User's use of Programs. Such classes are made available by Ansys to a Named User on the AIC Site and illustrate how to use the Program(s).

Training Partner. A third-party providing Training Course(s) pertaining to either Ansys Programs or such party's own Program(s).

- 2. Order Process. Customer can order an Offering by submitting an Order. The Order shall identify the Fees for the type of Offering ordered. Upon receipt of an Order, Ansys shall provide Customer with access to the Offering in accordance with the type of Offering Ordered by Customer. The type of Offering shall be identified on the Order and the Order shall be deemed complete when evidence of payment is submitted. A Named User's access to any Offering and Cloud Access, as applicable, after an Order is accepted is limited to the time identified on the AIC Site. After such time period has expired the Named User will no longer have access to a specific Offering and Cloud Access, as applicable. Each Named User must have an appropriate user identification to gain access to the AIC Site. Once the Named User's account is established and their Order is accepted, the Named User will receive a confirmation email. The Offering and/or Cloud Access may not be available: (i) in certain regions; and (ii) to Customer or a Named User if such availability would violate any applicable laws. In the event that an Offering or Cloud Access is not available to Customer, Customer's Order will not be accepted.
- **3. AIC Site Requirements.** Access to the AIC Site, any Offering, and Cloud Access is only available via an internet connection.
- **4. Ansys Programs Support and Maintenance.** Customer acknowledges that access to any Offering is not included as part of the fees paid for support and maintenance of any Ansys Program(s).
- 5. Confidentiality & Ownership. The AIC Site and any Offering provided therein (excluding any Badges which are provided by Credly and any Cloud Access which is purchased from Ansys or a Channel Partner, as applicable), inclusive of any commercial, technical information, and documentation which relate to the foregoing are solely owned by and hereby reserved by Ansys and its Training Partners, as applicable. Customer and its Named Users only receive a limited license to use the AIC Site and any Offering pursuant to these Terms. Under no circumstances may the whole or any part of the AIC Site, any Offering, or documentation (if applicable and available) of the foregoing be produced or copied in any form or by any means or translated into another language without the prior written consent of Ansys. The AIC Site and Offering (excluding any Badges and Cloud Access) are confidential information of Ansys and its Training Partners and Customers and its Named Users agree not to disclose this information to any third party or use such information except as expressly permitted herein. Customer and its Named Users are permitted to use any Offering (excluding any Badge(s)) and the AIC Site solely for Customer and its Named Users own internal training purposes. Customer acknowledges that it is a violation of these Terms to distribute AIC Site or Offering documentation (if applicable and available), and any Offering, Program(s), links, or passwords to anyone else. Customer and its Named Users shall not disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the AIC Site or any Offering. Every person using the AIC Site must be licensed under these Terms for accessing, downloading, or using the AIC Site. Customer's Named Users that have access to the Training Courses on the AIC Site must be informed of Ansys' and its Training Partner's intellectual property rights. Customer is responsible for the use of the Training Courses and the AIC Site by its Named Users and for ensuring that the Named Users (i) use any Offering and the AIC Site only for internal training activities of the Customer and (ii) agree to and comply with these Terms. Customer will not make any Offering available to anyone other than its Named Users for which is has procured the appropriate rights to access a specific Offering.
- **6.** Changes. Ansys reserves the right to: (i) modify any Offering available on the AIC Site from time to time, and (ii) amend the content of any Offering without notice to Customer to correct errors. A Training Course provided by a Training

Partner may be removed by Ansys at the request of the Training Partner. To the extent that an Offering is removed from the AIC Site, Ansys shall inform Customer by including a note in the applicable Offering description ten (10) days prior to removing the Offering

- 7. **Disclaimer of Warranty.** The AIC Site and each Offering provided therein are provided by Ansys and its Training Partners, as applicable, to Customer and its Named Users on an "as is" and "as available" basis. The Offering is made available to Customer and its Named Users by Ansys for a fixed period of time, as further specified on the specific product page(s) for the Offering. Ansys does not warrant the accuracy or completeness of any Offering nor any links or the information, text, graphics, links, or other items contained within an Offering. Ansys and its Training Partners disclaim all warranties either express or implied, including without limitation, any implied warranties of merchantability or fitness or suitability for any purpose (whether or not Ansys or its Training Partners have reason to know, have been advised of, or are otherwise in fact aware of any such purpose) or non-infringement, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing.
- 8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANSYS AND ITS TRAINING PARTNERS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ANSYS HAS BEEN ADVISED AS TO THE POSSIBLITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ANSYS AND ITS TRAINING PARTNERS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR LICENSORS, RELATING TO THE OFFERING WILL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER WITH RESPECT TO THE PARTICULAR OFFERING THAT IS THE SUBJECT OF THE CLAIMED LIABILITY. THE LIMITATIONS AND EXCLUSION ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN TYPES OF DAMAGES AND, IN SUCH EVENT, THIS LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT PROHIBIT BY LAW. WITH RESPECT TO CLOUD ACCESS PROCURED THROUGH ANSYS, CUSTOMER SOLELY RESPONSIBLE FOR CUSTOMER AND ITS NAMED USERS USE OF ANY CLOUD ACCESS IN ACCORDANCE WITH ANY TERMS AS PROVIDED BY MICROSOFT.
- 9. Payment & Refunds. For sales of access to Offering(s) for which Ansys or its Affiliate will receive payment, Customer will pay the applicable Fees within thirty (30) data from the date of invoice from Ansys or its Affiliate. For any late payment, Ansys or its Affiliate (as applicable) may charge Customer interest in an amount equal to the lesser of 1.5% per month of the unpaid balance or the greatest amount legally permitted. For access to any Offering(s) purchased by Customer from a Channel Partner, payment shall be due within thirty (30) days from the date of invoice from the Channel Partner unless otherwise agreed between the Channel Partner and Customer. All Fees paid for any Offerings are non-returnable unless otherwise prohibited by law. Ansys does not provide refunds for any Fees paid for an Offering.
- 10. Termination. Ansys hereby reserves the right to cancel Customer's access to and license to use any Offering available on the AIC Site in the event that Customer (including its Named User(s)) breaches these Terms. Ansys shall provide Customer with notice in such event. Customer shall immediately cease use of any Offering and require its Named Users to delete any tangible or electronic embodiments of such information in their possession. Each Named Users login credentials to the AIC Site will be revoked in such instance.
- 11. Badges. After earning a particular Badge subject to the criteria set forth by Ansys and to the extent that a Badge is offered as part of a particular Offering that Customer Ordered, a Named User will be invited to create an account on the Credly system, subject to acceptance of the Credly Terms of Service applicable at that time. Credly may communicate directly with Customer's Named Users regarding the availability, management, and use of their Badges.

- 12. Non-assignability. Customer's access and use of the AIC Site and any Offering is nonassignable, nonexclusive, and non-transferable. Customer shall not assign these Terms or any Order to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Ansys. Customer shall hold Ansys and its Training Partners harmless from and against all losses, damages, liabilities as a result of Customer's non-compliance with this provision.
- 13. Customer Data. Customer agrees that any Data Customer provides to Ansys or a Training Partner via the AIC Site or otherwise related to either the AIC Site or a Training Course may be used for the following purposes: (i) performance of any required compliance activities with respect to Customer's purchase of any Offering or Cloud Access, (ii) processing payment and delivering the AIC Site and Training Courses Customer purchased, (iii) providing Certification exams and issues Badges and credentials, (iv) product improvement (in particular, features and functionality, workflows and user interfaces for the AIC Site and any Training Course(es) and development of new Ansys products and services), (v) improving Ansys resource allocation and support, (vi) internal demand planning, (vii) training and developing machine learning algorithms, and (viii) identification of industry trends and developments, creation of indices and anonymous benchmarking.
- 14. Feature Requests and Product Improvements. Customer acknowledges and agrees that any interaction with or feedback provided by Customer or its Named Users to Ansys, including any Data, either directly stated or implied, may be used by Ansys to improve Ansys products and services in the future. Ansys shall be the sole owner of any and all developments, modifications, enhancements, changes or new proprietary information or intellectual property that is developed in relation to any Ansys software or related services ("Improvements"), including, without limitation, comments or feedback ("Feedback") that is provided by Customer or its Named Users to Ansys. Ansys shall have all rights associated with any such Improvements and Feedback without recourse of reference to Customer or its Named Users.
- 15. Data Privacy. To the extent that any Data Customer provides to Ansys or a Training Partner via the AIC Site contains Personal Data, such Personal Data will be processed in accordance with the Ansys privacy notice (available at www.ansys.com/privacy). The AIC Sites are primarily operated and managed on servers located and operated within the United States. Accordingly, by Customer submitting such Personal Data to Ansys, Customer may be sending such Personal Data outside of the country from which the data originated, including to the United States. Ansys shall ensure that any transfers of such Personal Data comply 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). Please note that, in connection with the Offerings and Cloud Access, if a Customer purchases any Offering and/or Cloud Access from a Channel Partner, any Personal Data submitted to such Channel Partner in connection with Customer's purchase shall be processed in accordance with the Channel Partner's privacy policy. As part of its provision of the AIC Site and the Offerings made available therein, Ansys may also make certain Usage Information of Named Users available to Customer. In the event that Customer is not a Named User accessing the Training Course(s) and the AIC Site, Customer hereby represents and warrants that it shall provide sufficient notice to all Named Users of Ansys's processing of the Personal Data as described in these Terms. For purposes hereof, "Usage Information" means any information relating to a Named User's access and usage of the AIC Site including records of courses taken and access logs.
- 16. CHANNEL PARTNERS. Ansys has contracted with Channel Partner(s) to resell certain Offerings. In connection with the Offerings and Cloud Access, if Customer purchases any Offering and/or Cloud Access from a Channel Partner, the Channel Partner is responsible for: (i) providing Cloud Access to Customer, and ii) accepting payment from Customer for any Offering and/or Cloud Access. TO THE EXTENT APPLICABLE, IF CUSTOMER PURCHASES CLOUD ACCESS THROUGH A CHANNEL PARTNER, NO CLOUD ACCESS IS PROVIDED BY ANSYS TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER'S PURCHASE OF ANY SUCH CLOUD ACCESS IS ENTIRELY BETWEEN CUSTOMER AND THE CHANNEL PARTNER.
- 17. Export. Customer acknowledges and agrees that the AIC Site, Training Courses and associated material provided therein are subject to U.S. laws and other applicable laws governing the export and/or re-export of the Training Courses including, but not limited to, the Export Administration Regulations, regulations promulgating financial transaction restrictions administered by the Office of Foreign Asset Controls of the U.S. Department of the Treasury, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively, the "Export Laws"). Customer warrants that Customer and its Named Users will remain in compliance with all Export Laws with respect to its access of and use of the AIC Site and any Offering and acknowledges that Export Laws may change over time. Customer (including its Named Users) additionally warrants that Customer has not been, and is not currently, debarred, suspended, prohibited or impaired

from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. Customer is solely responsible for Customer's Named Users and neither Customer nor its Named Users will knowingly re-export, directly or indirectly, any offering or any technical data provided by Ansys to Customer to any destination or person or entity in violation of the Export Laws or these Terms.

18. Miscellaneous. These Terms do not apply to any Program(s) made available by Ansys or any Training Partner for which a separate license and software license agreement is necessary. No variation to an Order or these Terms shall be binding unless agreed in writing between the authorized representative of Ansys and Customer. These Terms shall be governed by and construed under the internal substantive laws of the Commonwealth of Pennsylvania without regards to conflicts of laws principles. Customer acknowledges that Ansys shall be entitled to seek injunctive relief in addition to all other remedies for any breach of these Terms by Customer or its Named Users. This is a legal agreement between Customer and Ansys which governs Customer and its Named User's access to the Offerings made available on the AIC Site. To the extent applicable, any terms and conditions set forth in Customer's purchase order or other standardized form provided by Customer to Ansys are hereby excluded. These Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees.

Exhibit A

Certification Agreement

These terms and conditions (hereinafter the "Certification Agreement") apply to the Ansys Certification (the "Program") and are in addition to the Terms.

By clicking on "I agree" (or a similar button) or by registering for or accessing any Exam, You confirm acceptance of this Certification Agreement and all program policies, if any, provided or otherwise made available to You, and You agree to be bound by this Certification Agreement. If You do not agree, You do not have the right to access or take an Exam, participate in the Program or receive an Ansys Certification.

1. Definitions

Ansys Certification. The certification You receive upon successfully completing an Exam.

Badge. An electronic certificate that shows Your completion and passing of a specific Certification issued to You by Ansys and made available by Credly.

Exam. An exam offered by Ansys pertaining to specific Training Course(s).

Exam Content. All components of any Exams, including but not limited to questions, answers, testing procedures, images, graphs, and diagrams.

You. The individual taking an Exam, who will be the sole holder and recipient of a Certification.

- 1. Intellectual Property Ownership. All Exam Content is the exclusive and confidential property of Ansys and Ansys retains all rights, title and interest (including intellectual property rights) in and to the Exam Content. No content of an Exam may be copied, photographed, reproduced, modified, published, uploaded, transmitted, or distributed in any way. The confidentiality provisions as set forth in the Terms apply to all Exam Content. Ansys Certification(s) are posted in the names of individuals, not entities. No entity may claim association with a particular Ansys Certification.
- 2. Conduct. You agree not to take any action that could compromise the confidentiality of any Exam, Exam process, or Exam answers. Prohibited actions include, but are not limited to: (i) distributing actual or purported Exam Content or substantive descriptions of Exam Content, by any verbal or written means, including but not limited to internet web postings, formal or informal test preparation, discussion groups, paper copies, chat rooms, forums, or social networking sites; (ii) seeking and/or obtaining unauthorized access to Exam Content, including via the internet or in person; (iii) providing incomplete or falsified information or documentation during registration; (iv) use of any equipment, including but not limited to, cellular phones, laptop computer, hand-held computers/devices, books, notes, paper, writing materials, and any device that may be used to record data or capture images, for the purpose of recording data or capturing Exam images; (v) giving, receiving, or obtaining unauthorized assistance of any kind during the Exam test process; (vi) altering or misrepresenting Your status as an Ansys Certification individual within the Program to any individual or entity; (vii) allowing, hiring, or soliciting others to take an exam on Your behalf; or (vii) committing any other act or omission that would bring disrepute on Ansys or the Program.
- **3. Badges.** If You successfully pass an Exam as communicated by Ansys to You, You will be issued a Badge (made available by Credly) to access Your Ansys Certification. By use of the Badge, You consent to Ansys' sharing of Your name, email address, any earned Certification(s), and any pertinent information with Credly. The Badge can be used in the following approved methods: (a) with Your email signature; (b) featured on Your social media account (LinkedIn, Facebook, Twitter, Google, etc.); (c) within Your contact information in a digital presentation or document (PowerPoint, PDF, etc.). You may not do any of the following with Your Badge: (i) modify the text of the digital badge, (ii) modify the code embedded in the Badge; or (iii) cause the Badge to link to another web address;
- **4. Exams.** Scoring. Ansys reserves the right to establish and alter the passing score without notice, and to have passing scores differ between various Exams and between different versions of the same Exam. Ansys also reserves the right to have certain questions be unscored test questions. You will not be informed as to which questions are unscored, if applicable. Exam results will reflect Your performance on the scored questions only. **Retake.** Exam retake process and

procedures are in place to protect the integrity of the Exam Content. If You do not achieve a passing score the first time You take an Exam, You may take the Exam one (1) additional time (a "**Retake**"). If You do not pass the Exam after the Retake, You can submit a new Order to Ansys for an Exam subject to this Agreement and the Terms.

5. Violations of this Agreement. If Ansys, in its sole discretion, determines that You have violated this Agreement, Ansys may: (a) revoke any and all Ansys Certification(s); (b) place a temporary or permanent ban on You from taking future Exams; and/or (c) revoke previously earned Ansys Certification(s). If Your Certification is revoked, You must immediately refrain from further use of any Ansys Certification, Badges, or titles, and must immediately remove any such items from any documents, materials, computer systems, or social media. You agree to pay Ansys any and all costs and expenses to resolve violations by You of this Agreement, including any and all direct or indirect expenses, fees, or other costs incurred by Ansys as a result of claims, actions or litigation resulting from the violation. Notice of a violation and sanctions will be sent to Your email address on file with Ansys. All decisions are final and there is no appeals process.