

LICENSE AND NONDISCLOSURE AGREEMENT
HOSTING SERVICES
March 13, 2025

This License and Nondisclosure Agreement Hosting Services (this "Agreement") sets forth the terms and conditions under which Licensor will grant licenses to Licensee for the purposes of hosting certain Licensor software on Licensee's or third-party host computers as approved by Licensor for use by Licensor customers. Licensor and Licensee shall execute a Schedule referencing and incorporating by reference this Agreement in each instance in which Licensee licenses Program(s) from Licensor. By signing a Schedule, each party has caused this Agreement to be executed by its duly authorized representatives and agrees to be bound by the terms and conditions of this Agreement.

1. DEFINITIONS

a) "Affiliate" of a company means any person or entity directly or indirectly controlling, controlled by, or under common control of such company.

b) "Designated Network" means the network identified in the License Key.

c) "Designated Site" means Licensee's physical location(s) where use of the Program(s) is authorized by Licensor.

d) "Hosting Services" means installation, setup, testing and support of the Program(s) for use by Permitted User(s) as part of Licensee's hosting services program.

e) "Licensee" means the entity identified on the Schedule.

f) "Licensor" means ANSYS, Inc.

g) "License Key" means a software licensing management and security tool or other device that Licensor uses to allow access to the Program(s) and which may have an expiration date.

h) "Permitted User(s)" means the Licensor customer(s) that have entered into a Software License Agreement with Licensor ("SLA"), that permits such customer to use certain of the Program(s) at the Designated Site(s) set forth in such SLA.

i) "Named User" means an employee of the Licensee or its Affiliate, who has been authorized by Licensee to be a user of the Program and who is identifiable as a unique user by his or her e-mail address.

j) "Named User License" means a license that authorizes a single Named User to use a single Program.

k) "Program(s)" means the software specified in Section 2 of the Schedule, which may be updated from time-to-time, including any updates or technology enhancements subsequently furnished by Licensor to Licensee and other confidential and proprietary information related to such software in such form as may be supplied by Licensor to Licensee. "Program(s)" shall also mean software listed in the Permitted User(s)' SLA's.

l) "Schedule" means a document referencing this Agreement which (i) is signed by Licensor and Licensee, and (ii) incorporates the terms and conditions set forth herein. Each Schedule will be treated as a separate agreement.

2. LICENSE GRANT

a) Upon execution of the Schedule, subject to the terms and conditions therein and in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable, nonassignable license to the Program(s) for the purposes of testing the Program(s) and assisting Permitted User(s) to access the Program(s) at the Designated Site(s) and on the Designated Network(s) ("Authorized Purpose"). With respect to Program(s) identified as ANSYS Elastic Currency, Licensee may install and use the Program(s) solely for the purposes of testing the ANSYS Elastic Currency monitoring system for the purposes of supporting Permitted User(s) using ANSYS Elastic Currency on Licensee's hardware. Licensee may make up to three (3) changes of the Designated Network per year; any additional changes of Designated Network are subject to Licensor's written approval.

b) Licensee may grant access to the Program(s) to Permitted User(s) at the Designated Site(s) set forth in such Permitted User's SLA(s), provided that (a) the Permitted User is a member in good standing in Licensee's hosting services program; and (b) Licensor has provided to Licensee a copy of the fully executed Permitted User(s)' SLA.

c) Certain Program(s) may be provided with and/or Licensor may otherwise provide Licensee with software development kits and documentation that may be used to create applications that can be utilized in concert with the Program(s) ("Custom Applications"). Custom Applications may incorporate components of the Program(s). Licensee shall not develop Custom Applications that directly compete with the Program(s) and shall not distribute, license, or otherwise provide the Custom Applications to any third party without Licensor's consent.

d) Any Program(s) identified by Licensor in its product documentation or otherwise on its website as containing user-host-displayed counted ("UHD Counted") components additionally will enable the following solely with respect to such UHD Counted components: each such component may be used by no more than one (1) simultaneous user on a single computer utilizing a single display for as many instances of such component as the simultaneous user is able to use. Any component associated with such Program(s) that are not UHD Counted shall be limited to the number of simultaneous tasks or active process identified in the Schedule.

e) For Named User Licenses, Licensee may only allow Named Users to use the Program(s). Designation of Named Users will be determined by Licensee. Each Named User will have a username and password to access his or her Named User License(s). For each Named User License, a Named User will be authorized to install a Program on only one computer or workstation for which the Named User is the primary user. A Named User may not share his or her Named User License(s) with any other person, including other Named Users.

f) Licensee will use the Program(s) only for the Authorized Purpose and will not make all or any part of any Program(s) available to any third party other than to Affiliates.

g) Licensee is responsible for use of the Program(s) by Affiliates and for ensuring that the Affiliates (i) use the Program(s) only in conjunction with the Authorized Purpose and (ii) agree to and comply with the terms of this Agreement.

3. TERM AND TERMINATION

a) The license granted hereunder shall be effective upon the date of receipt of the Program(s) and the necessary License Key (if applicable) by Licensee and shall continue until the earlier of (i) termination by Licensor or Licensee for convenience upon thirty (30) days written notice to the other party; or (ii) termination by either party due to a material breach of this Agreement by the other party, immediately upon written notice to the breaching party.

b) In the event of termination by Licensor for convenience, Licensee's right to grant access to the Program(s) to Permitted User(s) shall continue, subject to the terms and conditions of this Agreement, and shall terminate on the expiration of the last hosting service agreement Licensee has in place with a Permitted User which is in effect at the time of this Agreement's termination, it being understood that Licensee will not, without Licensor's prior written consent, extend or renew such agreement to extend beyond the expiration of that hosting service agreement.

c) Except as set forth in subsection b) above, upon termination of this Agreement for any reason, the Program(s) and any and all copies made by Licensee will be immediately deleted from Licensee's systems and any third party host computers and will be destroyed by Licensee unless otherwise specified by Licensor.

4. RESTRICTIONS

a) Except to the extent necessary to perform the Hosting Services, Licensee will not distribute, reproduce or otherwise transfer the Program(s) to any third party and will not reverse engineer, decompile, disassemble or modify the Program(s). Licensee will not perform benchmarks of the Program(s) without Licensor's prior written consent. Licensee will not sell or license the Program(s) to any third party.

b) Licensee acknowledges and agrees that the Program(s) are subject to U.S. laws and other applicable laws governing the export and/or re-export of Program(s) 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**"). Licensee warrants that it will remain in compliance with all such Export Laws with respect to the Program(s) and acknowledges that Export Laws may change over time. Licensee additionally warrants that it 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.

c) Except to the extent necessary to perform the Hosting Services, Licensee may not link to or compile the Program(s) with Licensee's or any third-party software without Licensor's prior written consent, which consent Licensor may grant or withhold in its sole discretion.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION

a) Licensee acknowledges that the Program(s) embodies confidential and proprietary information, including trade secrets, owned or licensed by Licensor or its Affiliates (the "Program Confidential Information").

b) Excluding the Program(s) and the Program Confidential Information, the parties agree that any other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement that is marked or identified as confidential or given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential ("Other Confidential Information") and, together with the Program Confidential Information, ("Confidential Information") will remain the property of the Disclosing Party. Any information related to Licensor's or its Affiliates' or technology suppliers', or to Licensee's or its Affiliates' business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information even if not explicitly marked or identified. The Receiving Party will protect the Confidential Information from disclosure to others using no less than a reasonable degree of care. The Receiving Party agrees that it will not (i) use the Disclosing Party's Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information, other than furnishing such Confidential Information to (a) its employees, Affiliates, and consultants who are required to have access to such Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement; and (b) professional advisers and, in the case of Licensor, technology suppliers (solely for support purposes); provided that such employees, Affiliates, consultants, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with these terms.

c) The obligations of Section 5b) will not extend to any information that the Receiving Party can demonstrate with competent evidence:

- (i) is or becomes publicly known through no fault of the Receiving Party;
- (ii) was possessed by the Receiving Party free of any obligation of confidentiality prior to receipt from the Disclosing Party;
- (iii) is rightfully obtained by Receiving Party from third parties authorized to make such disclosure without restriction;
- (iv) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- (v) is identified as no longer confidential by the Disclosing Party.

d) The Receiving Party may disclose Confidential Information to the extent required by law, regulation or court order, provided that (i) the Receiving Party makes reasonable efforts to notify the Disclosing Party in writing prior to disclosing the Confidential Information and takes reasonable steps to obtain protective treatment of the Confidential Information; and (ii) any information so disclosed shall continue to be treated as Confidential Information between the Receiving Party and Disclosing Party.

e) Receiving Party has the burden of proving the exceptions in section 5c) above.

f) For disclosures between the parties within the U.S., the Disclosing Party shall not disclose to Receiving Party without the Receiving Party's prior approval any Confidential Information that is subject to export or re-export restrictions that would limit the Receiving Party's ability to share such information with individuals working for the Receiving Party in the U.S. who are neither US citizens nor US green holders.

g) The obligations of the parties respecting Other Confidential Information will survive for a period of three (3) years from the date of the first disclosure of such Other Confidential Information.

h) If the parties have separately entered into a mutual confidentiality agreement regarding the exchange of Other Confidential Information in connection with this Agreement, then the terms of that separate confidentiality agreement will govern the disclosure and use of Other Confidential Information between the parties and not this Section 5. Any existing confidentiality agreements between the parties will remain in full force and effect and will not be varied by the terms of this Section 5.

6. DISCLAIMER OF WARRANTIES

THE PROGRAM(S) IS DELIVERED "AS IS" AND LICENSOR AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM(S). LICENSOR AND ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTIES OF TITLE AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY AND INDEMNITY

a) SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, Licensor AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY THAT MAY RESULT FROM LICENSEE'S OR ITS AFFILIATES UTILIZATION OF THE PROGRAM(S) FOR ANY PURPOSE.

b) In no event shall Licensor have any liability for claims resulting from Permitted User(s)' access to or use of Licensee's hardware or software, including but not limited to, Permitted User(s)' claims for breach of confidentiality, protection of or loss of data or personally identifiable information.

c) Licensee agrees to indemnify and hold harmless Licensor against any claim, cause of action, loss, injury or damages, including reasonable costs of defense, arising from any use of or access to the Program(s) by third parties other than Permitted User(s).

8. SUPPORT OF THE PROGRAM(S)

Licensee agrees to be fully responsible for installation of the Program(s). Licensor will provide to Licensee telephone or email assistance for Program(s) installation without charge for thirty (30) days from the effective date of the License Key. Licensor will have no further obligation to Licensee to maintain the Program(s) or provide any other support to Licensee in connection with the Program(s).

9. LICENSEE OBLIGATIONS

a) Licensee shall:

- (i) provide Permitted User(s) with FlexLM-based access to the Program(s) running on platforms supported by Licensor;
- (ii) control access to the Program(s) by Permitted User(s) via secure login;
- (iii) provide Permitted User(s) with secure data transfer, storage and processing by account;
- (iv) provide support to Permitted User(s) on non-Program related issues; and
- (v) provide Licensor on a quarterly basis on or before the 3rd day of each January, April, July, and October a report of all access to the Program(s) by Permitted User(s). Such report shall include for each Program: (i) entity name as set forth in the Permitted User's SLA; (ii) number of tasks; (iii) Permitted User's Designated Site(s) as set forth in the Permitted User's SLA; and (iv) duration of access during the reporting period.

b) Licensee shall maintain accurate books and records relating to performance of its obligations under this Agreement for at least two (2) years after termination of this Agreement. Licensee shall make such books and records available for inspection by Licensor for the purpose of verifying the information and usage of the Program(s) under this Agreement. Any such inspection shall be conducted during normal business hours, upon reasonable notice, and not more frequently than semi-annually.

10. MISCELLANEOUS

a) Licensee shall not assign this Agreement or Program(s) licenses to any third party without Licensor's prior written consent.

b) Licensee shall not publish any information respecting the Program(s), including but not limited to results produced using the Program(s), without the prior written consent of Licensor and such information and results shall be treated as Confidential Information hereunder. Licensee shall not at any time use Licensor's name or any Licensor trademark(s) or trade name(s) in any advertising or publicity without Licensor's prior written consent.

c) In the event of the expiration or termination of this Agreement, the provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 12 and 13 shall survive and will remain in full force and effect.

d) The failure by either party at any time to enforce its rights under this Agreement will not be construed as a waiver of such rights and no waiver by either party will be valid unless it is contained in a signed writing.

e) This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods.

f) The parties are and shall be independent contractors to one another and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the parties.

g) This Agreement constitutes the final, complete, and exclusive agreement and understanding between Licensor and Licensee with respect to the subject matter; and supersedes all prior and contemporaneous agreements, oral or written, relating thereto. This Agreement supersedes the terms of any click-wrap, shrink-wrap, or break-the-seal license agreement included in any Program(s) package. If any provision of this Agreement shall for any reason be held illegal, invalid, or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way, impair the validity or enforceability of the remaining provisions of this Agreement. No waiver, alteration or modification of any of the provisions shall be binding unless made in writing and signed by an authorized representative of each party hereto.

h) The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

11. ANSYS ELASTIC CURRENCY

a) With respect to the Program(s) identified as Ansys Elastic Currency, Licensee has not been provided fixed licenses of such Program(s) but rather the right to access licenses of the Program(s) listed in the applicable consumption rate table posted at <https://www.ansys.com/aeuconsumption> ("Elastic Use Program(s)") on an incremental basis ("Elastic Use"). The consumption rate table applicable to Licensee shall be the most recent version posted as of the date of the Schedule, which may be updated as set forth below. Each month the Elastic Use will be decremented against the remaining balance of the Ansys Elastic Currency set forth in the Schedule, based on the applicable consumption rate table. Licensor may, at its discretion, update the consumption rate table to (i) add or remove Program(s) from the list of Elastic Use Program(s), or (ii) decrease the consumption rate for any Elastic Use Program(s).

b) Use of the Elastic Use Program(s) will be tracked via a monitoring and reporting tool provided by Licensor ("Reporting Tool"). The Reporting Tool will automatically generate a usage report. The usage report may be transmitted to Licensor automatically. In the event that the usage report is not automatically transmitted to Licensor, Licensee will provide the usage report within five (5) business days of Licensor's request for the same.

c) Licensee is aware that it is solely responsible for tracking its Elastic Use and that Licensor nor any third party hosting site (to the extent applicable) has any obligation to notify Licensee when it has utilized all of the Elastic Use set forth in the Schedule.

d) Licensor, upon reasonable notice to Licensee, at Licensor's own cost and no more than one (1) time per year, may have a third-party independent auditing firm review and examine license usage under this Agreement and for that purpose such third party firm shall be entitled to have access to Licensee's premises at a mutually agreeable time and have access to all relevant data, files and information. Such third-party firm shall not have physical access to Licensee's computing devices in connection with any such audit, without Licensee's prior consent, which shall not be unreasonably withheld. Licensee will reasonably cooperate with such third-party auditor's activities under this Agreement.

12. LICENSE COMPLIANCE SOFTWARE

a) In accordance with Section 12(b) or 12(c) below, Licensor may embed the Program(s) with compliance technology ("License Compliance Technology") provided by third-parties ("Technology Providers") that reports information to Licensor, as the controller of this information under applicable data protection laws. Information collected by the License Compliance Technology concerns unique user and network identification information related to Licensee's and Named Users', use of the Program(s) ("Identification Information"). Identification Information collected by the License Compliance Technology includes geographic location data, usernames, e-mail addresses, IP addresses, hostname, MAC addresses, and the domains from which the use of the Program(s) originated.

Licensor's processing of such Identification Information for license compliance (collectively "Processing Activities") includes:

- Licensor's collection, use, and storage of the Identification Information to administer and enforce Licensor's license compliance program;
- Licensor's transfer of the Identification Information to Licensor Affiliates;
- Licensor's Affiliates' collection, use, and storage of the Identification Information to administer and enforce Licensor's license compliance program;
- Licensor's transfer of the Identification Information to global service providers who aid Licensor in the enforcement of its global license compliance program ("Service Providers");
- Service Providers' collection, use, and storage of the Identification Information to administer and enforce Licensor's license compliance program;
- Licensor's transfer of the Identification Information to Technology Providers;
- The Technology Providers' collection, use, and storage of the Identification Information to administer and enforce Licensor's license compliance program; and
- The transfer of such Identification Information to countries from which the Identification Information or use of the Program(s) originated.

Licensor will retain such Identification Information for a period of time necessary to ensure compliance with the terms of this Agreement and/or verify that both the Programs and Licensee's use of the Programs are appropriately licensed and thereafter as long as it is necessary for compliance.

For a current list of Technology Providers, subsidiaries, and Service Providers, information on your data protection rights (including, where applicable, your right to object against certain processing based upon legitimate interests), and more information on how Licensor uses the Identification Information please visit www.ansys.com/privacy.

In the event that Licensee is not a Named User of the Program(s), Licensee hereby represents and warrants that it shall provide sufficient notice to all Named Users of Licensor's processing of the Identification Information, as described in this Agreement.

b) For all Licensees, except for those in the Republic of Korea, Licensor processes such Identification Information on the legal basis of its legitimate interests to ensure

compliance with the terms of this Agreement and verify that both the Program(s) and Licensee's use of the Program(s) are appropriately licensed. In pursuit of its legitimate interests, Licensor shall use the Identification Information solely to determine if modifications to certain code files of the Program(s) have been made or if there is suspected or confirmed unauthorized access to or use of the Program(s). To the extent that applicable data protection laws require special treatment of specific types of Identification Information, Licensor shall take measures necessary for compliance with these laws. Licensor shall ensure that any transfers of such Identification Information complies 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).

c) For Licensees in the Republic of Korea, Licensor processes such Identification Information to ensure compliance with the terms of this Agreement and verify that both the Program(s) and Licensee's use of the Program(s) are appropriately licensed. Licensor and the Technology Providers process such Identification Information solely to determine if modifications to certain code files of the Program(s) have been made or if there is suspected or confirmed unauthorized access to or use of the Program(s). **Licensee's acceptance of the terms of this Agreement shall evidence Licensee's explicit consent to the Processing Activities and the collection, use, and storage of the Identification Information as outlined above.** Licensee's consent to these terms is voluntary. Licensee may withdraw consent at any time by (i) emailing privacy@ansys.com and rejecting these terms, and (ii) ceasing to use the Program(s). Notwithstanding anything herein to the contrary, Licensee's continued use of the Program(s) shall evidence its acceptance to the terms of this Agreement.

13. DATA ANALYTICS Licensee is aware that as part of Licensor's Program(s) improvement process Licensor may obtain feedback from the Program(s) regarding the hardware profile and operating system of Licensee's users, internal errors that are arising with respect to the Program(s) and the regions of functionality of the Program(s) that Licensee is using.