

Supplemental Terms for Ansys Cloud Services

(Web Version February 16, 2021)

ANSYS, Inc. (“Ansys”) and the party using the Services (such party, including its Affiliates, (“Customer”)) shall execute an Order Form referencing and incorporating by reference these Supplemental Terms for Ansys Cloud Services (“Supplemental Terms”) in each instance in which Customer uses the Services. Capitalized terms used in these Supplemental Terms but not defined herein have the meaning assigned to them in the applicable software license agreement governing Customer’s use of any separately licensed Applications (hereinafter referred to as the “License Agreement”). In the event of a conflict between these Supplemental Terms and the License Agreement, these Supplemental Terms take precedence with respect to the Services. In lieu of executing an Order Form, if the License Agreement is a master license agreement (“MLA”), these Supplemental Terms may be incorporated into such MLA and shall apply to any Services purchased in accordance with the ordering procedures of such MLA.

1. DEFINITIONS.

- A. “**Affiliate**” of a company means any entity directly or indirectly controlling, controlled by, or under common control of such company.
- B. “**Application(s)**” means the software product(s) and/or tools that are either separately licensed by Customer from Ansys, that are listed on the Order Form, and/or that are available to the Customer via the Services, including, without limitation, all corrections, updates, modifications, releases, versions, and enhancements to such software and/or tools that may be generally released by Ansys without additional charge.
- C. “**Channel Partner**” means Ansys’ Affiliates or other business entities that are authorized by Ansys to distribute, support, or both distribute and support the Services. Any Support obligations of Ansys under these Supplemental Terms may be delegated to a Channel Partner at Ansys’ discretion.
- D. “**Contract User(s)**” means an individual or entity, not a regular employee of Customer, who is engaged to perform services for Customer.
- E. “**Customer Content**” means all electronic content or information submitted by Customer while using the Services.
- F. “**Documentation**” means Ansys’ then current on-line help, guides and manuals (as may be updated by Ansys from time to time) published by Ansys and made available by Ansys for the Services. Documentation may include minimum hardware, software and internet connection requirements for the Services (as may be updated by Ansys from time to time).
- G. “**Fees**” means the fees paid for the Services.
- H. “**Hosted License Server**” means a license server hosted by Ansys which makes Customer’s License Key accessible via the Services.
- I. “**Named User**” means an employee or Contract User of the Customer or its Affiliate who has been authorized by Customer to access the Services and who is identifiable as a unique user by his or her e-mail address.
- J. “**Order Form**” means the ordering documents for Customer’s purchase of Services from Ansys that are executed from time to time.
- K. “**Services**” means the right to access the Application(s) in accordance with the terms of these Supplemental Terms.
- L. “**License Key**” means an Application that acts as a software licensing management tool that enables Customer access to other Applications and/or Ansys software.
- M. “**Subscription Term**” means the time period Customer is authorized to utilize the Services as specified in Licensor’s or Channel Partner’s quotation for the Services (the “Quotation”), as such time period may be extended pursuant to the terms of these Supplemental Terms. The Services may automatically deactivate and become non-operational at the end of the Subscription Term for the applicable Services, and Customer shall not be entitled to access such Services unless the Subscription Term is renewed.
- N. “**Support**” means the services described in Section 10(a) below, which will be provided to Customer.

2. GRANT. (a) *Ansys grant.* Subject to these Supplemental Terms, Ansys hereby grants to Customer a non-exclusive, nontransferable license to, during any Subscription Term to access and use: (a) the Services via the internet, and (b) the Documentation provided by Ansys in connection with Customer’s use of the Services. Customer agrees that its purchase of license(s) for the Application(s) is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Ansys with respect to future functionality or features. The Services may only be accessed by Named Users. Named Users may reasonably be changed by Customer during the Subscription Term for a Service provided that such change does not result in Customer exceeding the authorized number of Named Users specified in the Quotation. (b) *Customer Responsibilities.* Customer is responsible for ensuring that Contract Users (i) access the Services only to perform services for Customer and (ii) agree to and comply with the terms of these Supplemental Terms. Customer is responsible for the use of the Services by all Contract Users. Customer will access the Services only for Customer’s own internal business purposes and will not make all or any part of any Services available to any third person other than Contract Users. Customer will not use the Application(s) to compare the performance, features or other components of the Application(s) to other software programs or otherwise engage in benchmarking activities. Nothing contained herein will be deemed to convey to Customer any title, ownership, copyright or any other intellectual property rights in or related to Application(s), and Ansys reserves all rights in and to the Application(s) which are not expressly granted in writing by Ansys to Customer. CUSTOMER ACCEPTS AND AGREES THAT THE SERVICES REQUIRE AN INTERNET CONNECTION AND THAT CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR HAVING AN INTERNET CONNECTION FOR THE PURPOSE OF UTILIZING THE SERVICES. (c) *Azure Hosted Components.* Certain Services (or components thereof) and all Customer Content that is stored in the database account included as part of same, may (at Ansys’ option) be hosted in Microsoft Azure Cloud Services data centers (“Azure Hosted Components”). The Azure Hosted Components shall be hosted in the geographic region (North America, Europe or Asia) in which the Customer is located or

to which it is nearest. The parties hereby agree that solely with regard to the Azure Hosted Components, the privacy and security controls and procedures implemented by Ansys shall be superseded by the privacy and security controls and procedures employed by Microsoft (See Microsoft Azure Trust Center at <https://www.microsoft.com/en-us/trustcenter/CloudServices/Azure>). (d) **Microsoft Active Directory.** Certain Services, including, but not limited to, user log-in information (e.g. User IDs and passwords) may (at Ansys' option) be stored and utilize Microsoft Active Directory B2C ("Microsoft Active Directory"). The parties hereby agree that solely with regard to Services utilizing Microsoft Active Directory, the privacy and security controls and procedures implemented by Ansys shall be superseded by the privacy and security controls and procedures employed by Microsoft with respect to the Microsoft Active Directory (see service level agreement for Azure Active Directory B2C at https://azure.microsoft.com/en-us/support/legal/sla/active-directory-b2c/v1_0/). (e) **Customer Content.** Solely to the extent that Ansys directly stores any Customer Content or user log-in information, Ansys will (i) use commercially reasonable efforts to routinely backup all Customer Content; and (ii) not use Customer Content (except as more fully set forth below). Solely to the extent that Ansys has access to Customer's log-in information, Ansys will (a) use industry standard security measures to maintain Customer's authorized users' login information and (b) not use log-in information (except as more fully set forth below) for any purpose other than to improve the operation of the Services and to provide Support services. (g) Ansys may access Customer's account and Customer Content as necessary to identify or resolve technical problems or respond to complaints about the Services. Ansys will use commercially reasonable efforts to maintain the confidentiality of Customer Content.

3. CUSTOMER RESPONSIBILITIES. (a) **General.** Customer will not (and will attempt to nor allow any third party to or attempt to): (i) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Application(s) or translate the whole or any part of the Application(s) into another language; (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial time-sharing, or otherwise commercially exploit the Services; (iii) create derivative works based on the Services or the Application(s); (iv) frame or mirror any content forming part of the Services, other than on Customer's own intranets and for its own internal business purposes; (v) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services; and (vi) Customer shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation. All of the restrictions in this Section 3 are for the benefit of Ansys, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. Nothing contained herein will be deemed to convey to Customer any title, ownership, copyright or any other intellectual property rights in or related to Application(s), and Ansys reserves all rights in and to the Application(s) which are not expressly granted in writing by Ansys to Customer. (b) **Use.** Customer shall use the Services for lawful purposes only. Customer shall not upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law. Customer shall be solely responsible for the Customer Content. Any conduct by Customer that in Ansys' discretion restricts or inhibits any other Ansys customer from using or enjoying the Services is expressly prohibited. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify Ansys promptly of any such unauthorized access or use. Customer shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto. Customer, and not Ansys, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided hereunder to Customer. (c) **Export.** All export terms as set forth in the License Agreement shall specifically extend and apply to the Application(s).

4. TERM AND TERMINATION. (a) **Term.** The term of these Supplemental Terms commences on the first day of the Subscription Term and continues until all Subscription Terms expire or are otherwise terminated. Customer may use and access the Services during the Subscription Term. Unless otherwise specified in an Order Form, Subscription Terms will automatically renew for the same period of time as the prior Subscription Term at the then-current Fees for such Subscription Term in effect at the time of renewal (provided that the Subscription Term may be extended or shortened by mutual agreement in order to make the term coterminous with the term of other Subscription Terms) unless either party gives prior written notice of their intent not to renew the applicable Subscription Term prior to the end of the then-current Subscription Term. Customer's failure to issue a purchase order or other forms of payment (e.g. credit card) to Ansys before the expiration of the Subscription Term shall be considered "prior written notice" of Customer's intent not to renew the Services. (b) **Termination by Ansys.** Ansys may terminate these Supplemental Terms and any Services if Customer fails to pay the then-current renewal fees by the due date for such payment. In the event Services are terminated prior to the end of the Subscription Term, no refund will be due to Customer for any portion of the prepaid Fees. Ansys may suspend the Services, or may immediately terminate these Supplemental Terms and any Services covered by these Supplemental Terms upon any of the following: (i) Customer materially breaches any provision of these Supplemental Terms and fails to cure such breach within thirty (30) days of notice of such breach, provided that Ansys may terminate these Supplemental Terms upon written notice for any material breach by Customer that is not capable of being cured; (ii) Customer ceases to do business for any reason; (iii) Customer has a receiver or administrator appointed over all or part of its assets; (iv) Customer becomes subject to any bankruptcy, insolvency, reorganization, liquidation or other similar proceedings, which proceedings are not dismissed within fifteen (15) days thereafter; (v) the transfer of a majority of Customer's assets or outstanding voting securities (including, without limitation, by way of merger of Customer with or into any other person or entity), or the sale of Customer's business, or any other transaction or series of related transactions in which the security holders of Customer immediately prior to such transaction(s) do not hold at least a majority of the outstanding voting securities of Customer immediately after the transaction(s); or (vi) any other attempted assignment of these Supplemental Terms by Customer without prior written approval by Ansys. (c) **Termination by**

Customer. Customer may terminate these Supplemental Terms at any time with thirty (30) days notice if Ansys commits a material breach of these Supplemental Terms that, (if it is capable of being cured) is not cured within thirty (30) days from written notice to Ansys. In such event, Customer will be entitled to a refund of any prepaid Fees in a prorated amount based on the remaining days in the Subscription Term. (d) **Effect of Termination.** Unless expressly otherwise set forth in the Order Form, in the event of a termination of these Supplemental Terms pursuant to Section 4(b) above, then Customer shall immediately pay to Ansys, as liquidated damages and not as a penalty, a one-time Services early termination fee equal to the amount of Fees still owed by Customer for the remaining portion of the Subscription Term. Upon any expiration or termination of these Supplemental Terms, and upon expiration of the Subscription Term for any Services if the term is not renewed in accordance with Section 4(a), the rights and licenses granted hereunder will automatically terminate, and Customer may not continue to use the Services. Ansys will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of these Supplemental Terms. Upon expiration or termination of these Supplemental Terms, Ansys will provide to the Customer access to the Customer Content for a period of 30 days after termination or expiration for the sole purpose of enabling Customer to copy any such Customer Content, and Ansys will have no other further obligation to maintain or provide access to Customer Content. Upon the termination of these Supplemental Terms for any reason, Customer shall, at Customer's sole cost and expense, immediately cease using the Services. Termination of these Supplemental Terms shall not limit Ansys from pursuing any other remedies available to it, including injunctive relief.

5. PAYMENT. Customer hereby agrees to pay the Fees in accordance with the amounts and payment terms specified in the Order Form. All other payment terms as set forth in the License Agreement shall hereby specifically extend and apply to the Services and, notwithstanding any provision of these Supplemental Terms to the contrary, any payment terms agreed to under the License Agreement shall take precedence over any payment terms specified in the Order Form.

6. CONFIDENTIAL INFORMATION. Customer hereby acknowledges that the Application(s) and the Services embody confidential and proprietary information, including trade secrets, owned by Ansys or its Affiliates or suppliers (the "Services Confidential Information"). For purposes hereof, all confidentiality provisions set forth in the License Agreement specifically apply and extend to the Services Confidential Information. Services Confidential Information is hereby incorporated into and included in the definition of "Program Confidential Information" as set forth in the License Agreement.

7. WARRANTIES, LIMITATION OF REMEDY. (a) **Warranty.** Ansys warrants during the Subscription Term that the Services will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation, provided that any non-conformity caused by changes by Microsoft to either the Azure Hosted Components or Microsoft Active Directory shall not be covered under this warranty to the extent such change does not materially diminish Customer's use of the Services. Ansys does not make any representations or warranties that the functions performed by the Services will meet Customer's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the Services will be corrected. (b) **Limitations.** Ansys, its Affiliates, Channel Partners and suppliers do not warrant the accuracy or the applicability of the results obtained from the use of the Services or the Documentation. No other documents or oral conversations, statements or representations will be offered by Customer as evidence to explain, expand, alter, add to or invalidate the express warranties set forth above. The warranties set forth herein are the sole warranties provided to Customer and extend only to Customer itself. Ansys, its Affiliates, Channel Partners and technology suppliers will not be responsible for any breach of warranty caused by (i) modifications (or attempted modifications) to the Services made by or on behalf of Customer, whether authorized or unauthorized, (ii) any combination of the Services with any other software, excluding any operating systems for which the Services are licensed to be used, or (iii) any unauthorized use of the Services. (c) **Disclaimer.** THE EXPRESS WARRANTY SET FORTH IN SECTION 7(a) OF THESE SUPPLEMENTAL TERMS IS IN LIEU OF, AND ANSYS, ITS AFFILIATES, CHANNEL PARTNERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (whether or not Ansys, its Affiliates, Channel Partners, and/or its technology suppliers know, have reason to know, have been advised of, or are otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, Ansys, its Affiliates, Channel Partners and technology suppliers expressly disclaim any warranty or representation to any person other than Customer with respect to the services or any part thereof. (d) **Remedy.** Customer's sole and exclusive remedy and Ansys' entire liability for any breach of the warranties set forth above shall be as follows: at Ansys' option, Ansys will have thirty (30) days after written notice to use commercially reasonable efforts to deliver a correction that resolves the problem or shall refund to the Customer any prepaid Fees in a prorated amount based on the remaining days in the Subscription Term, and all remaining obligations under it, shall be terminated. (e) **Customer Warranty.** Customer represents and warrants that: (i) its use of the Customer Content, as such may be modified from time-to-time, in each instance will not in any way violate any law or constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask work, proprietary information, nondisclosure and/or other right of any third party; and (ii) it will not send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, interfere with or disrupt the integrity or performance of the Services or the data contained therein, or attempt to gain unauthorized access to the Services or related systems or networks.

8. INDEMNIFICATION. (a) *Defense.* Ansys will defend at its expense any claim, suit or proceeding (each, a “Claim”) brought against Customer by any third party to the extent such Claim asserts that the use of the Services infringes or misappropriates the third party’s patent, copyright, trade secret or trademark (“Infringement Claim”). Ansys will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction or any settlement amounts finally agreed to by Ansys as a result of any such Infringement Claim; provided, however, that Customer (i) promptly notifies Ansys in writing of such Infringement Claim; (ii) promptly gives Ansys the right to control and direct the investigation, preparation, defense and settlement of such Infringement Claim, with counsel of Ansys’ own choosing (provided that Customer will have the right to reasonably participate, at its own expense, in the defense of any such Infringement Claim); and (iii) gives assistance and full cooperation for the defense of same. Ansys may, at its option, as a way of remedying any Infringement Claim or potential Infringement Claim, (i) replace or modify the Services so as to avoid infringement, (ii) procure the right for Customer to continue the use of the Services, or (iii) if neither (i) nor (ii) are commercially feasible, terminate any access to the Services and/or these Supplemental Terms, in which event Ansys will refund to Customer a pro rata portion of the amounts paid for such Services. (b) *Limitation.* The foregoing indemnity will not apply to any Claim based upon or arising from (i) use of the Services in a manner for which they were not designed or not in accordance with the Documentation, (ii) any combination of the Services with any other software, excluding any operating systems for which the Services are licensed to be used, or (iii) Customer’s continued use of the Services subsequent to receipt of notice of any claimed infringement. This Section 8 represents the sole and exclusive remedy of Customer and the entire liability and obligation of Ansys with respect to infringement or claims of infringement or misappropriation of any intellectual property right (including any trade secret) by Ansys or by its operation, use or receipt of the Services prior to termination.

9. LIMITATION OF LIABILITY. SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS, ITS AFFILIATES, CHANNEL PARTNERS AND TECHNOLOGY SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES. Except for Ansys’ obligations set forth in Section 8(a) and Ansys’ material breach of Section 6, in no event will Ansys’, its Affiliates, Channel Partners’ and technology Suppliers’ aggregate liability to Customer exceed the Fees paid by Customer during the preceding twelve (12) months for the particular Services as to which the liability relates. Customer acknowledges that given all the circumstances, the limits on Ansys’ liability are reasonable because of, among other things, the likelihood that without those limitations the amount of damages awardable to Customer for a breach by Ansys or Channel Partner of these Supplemental Terms may be disproportionately greater than the Fees paid or payable for the applicable Services. For the avoidance of doubt, Customer is entirely responsible for keeping full back up copies of its Customer Content in accordance with best industry practice. The foregoing limitations of liability apply regardless of whether the parties have been advised of the likelihood of such damages or losses and regardless of the theory of liability. Each of Ansys’, its Affiliates, Channel Partners’ and technology Suppliers may rely upon and enforce the exclusions and restrictions of liability in this Section 9 in that entity’s own name and for that entity’s own benefit against Customer and its Affiliates solely as it relates to liability arising against such parties under these Supplemental Terms. Notwithstanding anything to the contrary in these Supplemental Terms, neither party limits its liability (if any) to the other party for any matter which it would be illegal for that party to exclude or to attempt to exclude its liability, but nothing in this clause confers any right or remedy upon the other party to which it would not otherwise be entitled. The Services, through use of the Application(s), provide access to a mathematical analysis tool intended to assist Customer in Customer’s development and design processes and requires considerable skill and judgment for its correct use and for the interpretation of the computed results. The Services are not intended to be nor are they a substitute for rigorous and comprehensive prototype or other testing by Customer of products prior to production and sale.

10. SUPPORT AND SERVICE LEVEL TERMS. Support of the Applications and the Services will consist of web-based forum support and, as needed, telephone, email or web-based support respecting the use of the Application(s) and Services. Support for the use of Application(s) will be provided during normal business hours to the locations specified in the Order Form. If no locations are specified in the Order Form, then Support for use of the Application(s) will be provided during non-holiday work days from 9 a.m. to 5 p.m. U.S. Eastern Time. Customer will have access to Support for the Services 24/7. Customer will also have access to Emergency Support 24/7. Emergency Support means the provision of Support by Ansys or its designee solely for the purpose of addressing a request to stop running solver jobs that the Customer is unable to stop using the interfaces available to the Customer, provided that Ansys shall not provide Emergency Support for situations in which the Customer is unable to stop running solver jobs due to a problem from Customer’s infrastructure or operational issues (including, but not limited to, loss of Internet access from the Customer’s site and loss of user login/passwords). Except as Ansys may otherwise provide the communications related to Support requests will be done in English. Ansys will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms set forth in Section 13.

11. MISCELLANEOUS. Customer will not assign these Supplemental Terms or any Order Form to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Ansys. The provisions of Sections 3, 4(d), 5, 6, 7(c), 7(d), 7(e), 8, 9, and 11 will survive termination of these Supplemental Terms or any Service under any Order Form.

12. DATA ANALYTICS. Customer is aware that as part of Ansys’ Services and Applications improvement process Ansys may obtain feedback from or receive data about the Services and Applications, including the hardware profile and operating system of Customer’s

users, amount of time Services and/or Applications are used, file sizes created in connection with the Services, internal errors that are arising with respect to the Services and/or Applications and the regions of functionality of the Applications that Customer is using.

13. SERVICE LEVEL TERMS. (a) *Availability.* (i) *Formula.* Ansys will use commercially reasonable efforts to make the Services, subject to the exceptions listed below, be available 95% of the time during each calendar month during the Subscription Term (referred to herein as the “Availability Commitment”). The availability of the Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”): $((TMM-TMU) \times 100)/TMM$

Where: Total minutes in the month = TMM and Total minutes in the month the Services are unavailable = TMU

(ii) For purposes of this calculation, the Services will be deemed to be unavailable (referred to herein as “Unavailable”) only if the Services do not respond to HTTP requests issued by Ansys’ monitoring software. Further, the Services will not be deemed Unavailable for any downtime or outages that result from the exceptions set forth in Section 2 below. Customer acknowledges that Ansys’ system logs, records, and data will provide the basis for the calculations and determinations; provided, that Customer reserves the right to dispute such information in good faith and provide alternative information based on its own logs, records and data. (b) *Exceptions.* The Services will not be considered as Unavailable (and minutes will not accrue as TMU) for any downtime or outages that result from: (i) any maintenance: (a) during standard maintenance windows which shall be communicated to Customer from time to time; or (b) during a maintenance period performed at Customer’s request outside of the normally scheduled maintenance window; (ii) Customer’s information content or application programming, acts or omissions of Customer or its agents; (iii) Force Majeure events as set forth in these Supplemental Terms; or (iv) failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability. (c) *Remedy.* In the event during the Subscription Term that Ansys does not meet the Availability Commitment, as Customer’s sole and exclusive remedy for such failure, Customer shall be entitled to a pro-rated credit equal to one (1) day for each day that it is Unavailable beyond the Availability Commitment (including any fractional amounts, e.g. if the Services are Unavailable for 1.2 days beyond the 95% Availability Commitment, then Customer is entitled to receive a pro-rated credit of 2 days).

14. TERMS REGARDING USE OF MICROSOFT REMOTE DESKTOP SERVICE. Customer understands that to use the Applications on the Services, Customer will also be using Microsoft Remote Desktop Service (“MRDS”). With respect to Customer’s use of MRDS, Microsoft’s end user license terms, a copy of which are posted at <http://www.ansys.com/microsoftsla>, solely govern such use.

15. ANSYS HARDWARE CURRENCY. If Customer has procured Ansys Hardware Currency, as may be identified on the Quotation, Customer has not procured fixed access to the Services during the Subscription Term, but rather has procured the on-demand access to compute infrastructure (“On-demand Hardware Use”) to run Applications and/or Ansys software based on the applicable consumption rate table for hardware posted as <http://www.ansys.com/aeuconsumption>. The consumption rate table applicable to Customer shall be the most recent version posted at the time of purchase, which may be updated as set forth below. The On-demand Hardware Use will be decremented as-used against the remaining balance of the Ansys Hardware Currency procured by Customer, based on the applicable consumption rate table. Ansys may, at its discretion, update the consumption rate table to (i) add or remove any hardware or (ii) modify the consumption rate for any hardware. If removing hardware, Ansys will provide a thirty (30)-day notice to Customer. Such updates will be designated by the same number to the left of the decimal point and a higher number to the right of the decimal point (e.g., version 1.4 is an update to version 1.2). The On-demand Hardware Use will be tracked via a monitoring and reporting tool provided by Ansys (“Reporting Tool”). Ansys will receive reports from the Reporting Tool regarding hardware accessed, the Customer’s On-demand Hardware Use and the Customer’s current remaining Ansys Hardware Currency (“Reported Details”). Ansys will transmit a monthly summary report to the Customer containing the Reported Details (“Monthly Summary Report”). Any portion of the Ansys Hardware Currency remaining at the end of the Subscription Term will be forfeited without refund. (d) Customer will not be entitled to any credits for any errors in the Monthly Summary Report relating to the remaining Ansys Hardware Currency that Customer does not dispute within ten (10) business days after the transmission of such Monthly Summary Report. If there are errors in the Monthly Summary Report relating to the remaining Ansys Hardware Currency of which the Customer has provided notice to Ansys in accordance with this Section 15(d), Ansys will adjust the Ansys Hardware Currency balance to rectify the error. Customer shall not be entitled to any refund of any kind for any errors or discrepancies with respect to the reported On-demand Hardware Use.

16. ANSYS HOSTED LICENSE SERVER. If the Service is accessing an Application that is a Hosted License Server (“Ansys Hosted License Server Services”), the provisions of this Section 16 additionally apply with respect to the Services associated with the Hosted License Server. Log files will be generated as part of the Ansys Hosted License Server Services that will contain (a) the user names of Named Users, (b) the host name (including IP Address) of the machine from which the Named User is using the Services, and (c) usage information (including accessibility-related information and active process-related information) relating to Applications and/or Ansys software that have been accessed through the Ansys Hosted License Server Services. Customer agrees that in order for Ansys to provide Ansys Hosted License Server Services, Ansys will have access to the information contained in the log files. Customer further agrees to make its Named Users aware that Ansys will have access to this information. With the exception of handling matters relating to fraud, license compliance and/or its legal obligations, Ansys will not use such information for any purpose other than in furtherance of its activities under these Supplemental Terms and will regularly provide access to or copies of the log files to Customer. All other provisions of these Supplemental Terms with respect to Services shall apply to the Ansys Hosted License Server Services.