Services Terms

1. **Additional Definitions**
   a. **Background IP** means any Rights in and to any intellectual property (a) owned, licensed, or to which a party otherwise had a valid claim prior to the commencement of the provision of the Services, or (b) that a party develops or acquires outside the scope of the Services.
   b. **Deliverables** means Deliverable Files and Software Deliverable and excludes commercially available software product and Programs of Ansys.
   c. **Deliverable Files** means any reports, output files, and model files based on Customer's Confidential Information that are identified in the Order Form as items Ansys is required to deliver to Customer.
   d. **Rights** means all rights, titles and interest.
   e. **Software Deliverable** means any scripts, workflows, graphical user interface customizations, application interfaces, or preprocessing and postprocessing features identified in the Order Form as items Ansys is required to deliver to Customer.
   f. **Services** means the services to be delivered by Ansys under an Order Form based on these Services Terms.
   g. **Use** means to use, modify, make derivative works of, reproduce, release, perform, display, or disclose, solely for Customer's own internal use.

2. **Provision of Services**
   a. Ansys shall provide the Services as described in the Order Form. The Services shall be performed remotely unless otherwise set forth in the Order Form. Ansys shall be entitled to engage third parties to perform the Services, but Ansys shall remain solely responsible for the provision of the Services towards Customer.
   b. Customer shall reasonably support the provision of the Services, in particular by providing the support stated in the Order Form and by providing all required materials, information and decisions as reasonably requested by Ansys.
   c. If the Services involve testing or failure analysis processes on Customer materials, this may result in damage to or destruction of any materials provided by Customer. Ansys shall have no responsibility for such damage or destruction.
   d. Customer agrees that it will not submit to Ansys any data relating to individually identifiable health information (including genetic data, biometric data, demographic data, medical history, test results, or other information that relates to past, present, or future health conditions, healthcare services, healthcare coverage, and related payment services) or any other information that is subject to the laws that regulate the processing of Health Data. Customer acknowledges and agrees that Ansys is not a Covered Entity or Business Associate (each as defined by the US HIPAA act).

3. **Expenses**
   Customer shall reimburse Ansys for all reasonable expenses incurred by Ansys in connection with providing the Services, including reasonable travel or third party expenses approved in advance by Customer.

4. **Intellectual Property**
   a. Except as set forth below, all Rights in any intellectual property in any software, materials, or know-how a party creates in fulfilling its obligations under these Services Terms shall vest in the party that creates them.
   b. Each party shall retain all Rights in and to its own Background IP, including any Background IP provided to the other party or otherwise used in furtherance of the Services. All Rights in and to any intellectual property in any improvements, modifications, or derivative works of a party's Background IP developed in the performance of the Services shall vest in the party to whom the Background IP belongs, regardless of which party creates it.
   c. Customer shall own all Rights in and to all Deliverable Files. Customer shall not have any ownership in any Ansys' Confidential Information included within the Deliverable Files. Customer has the right to use any such Confidential Information in connection with its use of the Services, provided that Customer complies with the confidentiality obligations agreed between the parties.

d. Ansys hereby grants Customer a non-exclusive, paid-up, non-transferable, and non-sublicensable license to Use the Software Deliverable. Except as otherwise expressly provided herein or in any applicable Order Form, Customer shall not have the right to license, sublicense or otherwise transfer the right to Use the Software Deliverable without Ansys' prior written agreement.

e. Customer hereby grants to Ansys a fully paid-up, non-exclusive, royalty-free, license to use any Customer intellectual property needed by Ansys to perform the Services or to develop any Deliverable for the sole purpose of performing the Services and/or developing any Deliverable.

f. The Rights granted to Customer in this section shall be revocable by Ansys in case Ansys terminates the respective Agreement for cause.

5. Warranties

a. Ansys warrants that the Services shall be performed with the standard of care and skill ordinarily used by other members of the engineering simulation software services profession when undertaking similar services.

b. Services provided free of charge by Ansys are provided as is and without warranty of any kind.