

Ansys General Terms and Conditions

1. Definitions

- a. **Affiliate** means any person or entity directly or indirectly controlling, controlled by, or under common control with a party. Control means the power to direct the management of such entity, either by majority of voting rights or otherwise.
- b. **Agreement** means an agreement between Ansys and Customer or any of their respective Affiliates to an Order Form. Terms and conditions not contained or referenced in the Order Form shall not be considered a part of the Agreement. Each Order Form agreed to between the parties or their Affiliates constitutes a separate Agreement.
- c. **Ansys** means ANSYS, Inc. or any Affiliate of ANSYS, Inc. as specified on the Order Form.
- d. **Channel Partner** means a third party authorized by Ansys to distribute and/or support an Offering.
- e. **Confidential Information** is any information that is marked as confidential or the confidential nature of which is evident to a reasonable person. A Program and pricing for the Offering is Confidential Information of Ansys. Confidential Information does not include any information which (i) is or becomes publicly known through no fault of the receiving party; (ii) was in possession of the receiving party free of any obligation of confidentiality prior to receipt from the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information or (iv) is rightfully obtained by the receiving party from third parties authorized to make such disclosure.
- f. **Customer** means the entity specified on the Order Form as the recipient of the Offering.
- g. **Export Laws** means applicable laws and regulations that govern the export, reexport, and transfer of commodities, software, technology, and services.
- h. **Offering** means the goods and/or services provided under an Order Form.
- i. **Offering-Specific Terms** means the: (i) additional terms found at <https://www.ansys.com/legal/agtc#tab1-2> (the "AT"); and (ii) Ansys product code (APC) identified in the APC Table (APC Table) found at <https://www.ansys.com/legal/agtc#tab1-3>, that are associated with each Offering and that include additional rights or restrictions. These rights and restrictions are specified for each Offering in the "AT/APC" column of the Order Form.
- j. **Order Form** means any document which (i) incorporates these General Terms and Conditions ("AGTC") and the applicable Offering-Specific Terms and (ii) specifies the Offering to be provided under the Agreement. A quotation issued by Ansys or a Channel Partner may be an Order Form; provided, however, that no additional or deviating terms contained in such quotation shall be binding on Ansys or Customer unless signed by such party.
- k. **Program** means software and/or database access offered by Ansys as part of an Offering, including any accompanying documentation and any updates or upgrades thereto.
- l. **Restricted Persons** means any Person that is (i) the target of Sanctions, including any Person identified on OFAC's Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or any other Sanctions-related list maintained by a Sanctions authority; (ii) a Person that is organized, located, or resident in a restricted territory (For clarification, restricted territories are listed here: <https://www.ansys.com/legal/export-control-compliance>); (iii) identified on a list administered under Export Laws; or (iv) any Person owned or controlled by any Person(s) described in clause(s) (i) – (iii).
- m. **Sanctions** means economic, financial and trade sanctions administered or enforced by the United States (including OFAC, U.S. Department of State, and U.S. Department of Commerce); European Union and each member state thereof; United Kingdom (including His Majesty's Treasury); and United Nations Security Council.

2. Ordering of Offerings

- a. An Agreement shall become effective upon execution of an Order Form or upon Ansys' acceptance of a Customer purchase order issued against an Order Form. Any Customer terms printed or written on a Customer purchase order or other purchasing instrument, attached thereto, or referenced therein shall not apply. This applies even if Ansys performs under an Agreement or accepts the fees from Customer without explicitly rejecting such terms.

- b. Subject to Section 4 (c), Customer shall be committed to the entire term for any Offering as specified in the Order Form even if payments are made in several installments, if such term is broken down into shorter periods in the Order Form or if Customer issues separate purchase orders for fractions of such term.

3. Payment

- a. Customer shall pay the Ansys entity that submitted the quotation to Customer all fees for the Offering as specified in the Order Form and, if no payment terms are specified, within thirty days after receipt of an invoice. Ansys may charge interest in the amount of one percent per month for any overdue amounts.
- b. Fees quoted to Customer are exclusive of all value added taxes, sales taxes, use taxes, and the like. Customer will pay all taxes associated with the Agreement, exclusive of any tax based on the income of Ansys. Customer must provide a valid tax exemption certificate if claiming a tax exemption.
- c. If Customer is purchasing an Offering through a Channel Partner, the terms in Section 3 (a) shall not apply and Channel Partner shall set its own terms for payment and receive the fees for the Offering.

4. Term, Termination and Renewals

- a. Each Agreement may be terminated for cause if the other party has materially breached an obligation and has failed to cure such breach within thirty days after written notice. In case of termination by Ansys for Customer's infringement, misappropriation, or violation of any of Ansys' intellectual property rights, such termination shall be effective upon written notice with no notice or cure period requirement. Either party may terminate an Agreement with immediate effect for cause if the other party (i) ceases to do business for any reason; (ii) has a receiver or administrator appointed over all or part of its assets; or (iii) becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceedings.
- b. If Ansys terminates an Agreement for cause, Customer shall not be entitled to a refund and shall pay all outstanding fees owed for such Agreement within sixty days of such termination. Additional rights of Ansys shall remain unaffected.
- c. If Customer terminates an Agreement for cause, Customer shall receive a pro-rata refund for all fees prepaid for periods following termination. For a perpetual Offering subject to a one-time fee, such pro rata calculation will be based on a straight-line depreciation over a thirty-six month period following the delivery date of the Offering.
- d. In the event an Agreement is terminated, Customer's rights to access and use the Offering granted under such Agreement shall immediately terminate and, if applicable, Customer shall immediately uninstall and delete any Program from its computer(s), shall promptly delete or return any materials provided to Customer in connection with the Program, and shall promptly certify to Ansys in writing that all copies and materials have been uninstalled, deleted or returned to Ansys.
- e. Unless otherwise agreed between the parties, any renewal of an Offering shall be subject to the same terms.

5. Warranties

- a. For each Agreement, Ansys assumes the warranties specified in the respective Offering-Specific Terms. No other documents, statements or representations will expand or change the express warranties set forth therein.
- b. THE EXPRESS WARRANTIES SET FORTH IN THE OFFERING-SPECIFIC TERMS ARE THE ONLY WARRANTIES AGREED BETWEEN THE PARTIES. ANSYS, ITS AFFILIATES, CHANNEL PARTNERS, AND TECHNOLOGY SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE OFFERING INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. Ansys, its Affiliates, Channel Partners and technology suppliers expressly disclaim any warranty or representation to any person or entity other than Customer.
- c. Ansys, its Affiliates, Channel Partners and technology suppliers do not warrant the accuracy, correctness, applicability or completeness of any results or analysis based on these results obtained from use of the Offering by Customer or by Ansys.
- d. Customer's sole and exclusive remedies and Ansys' entire liability in case of a warranty breach caused by Ansys will be for Ansys to provide, at Ansys' option, (i) a correction or workaround; (ii) a replacement or modification

to the Offering that conforms to the warranty; or (iii), if neither (i) nor (ii) are commercially feasible, notify Customer and permit Customer to terminate the part of the Offering affected by the breach. Sections 4(c) and 4(d) shall apply accordingly to the relevant parts of the Offering.

6. Indemnification

- a. Ansys will defend at its expense any claim brought against Customer by any third party to the extent such claim asserts that the Offering infringes or misappropriates the third party's patent, copyright, trade secret or trademark. 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 that Customer (i) promptly notifies Ansys in writing; (ii) promptly gives Ansys the right to control and direct the defense and settlement of such infringement claim (provided that Customer will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.
- b. Ansys may, at its option (i) replace or modify the Offerings so as to avoid infringement, (ii) procure the right for Customer to continue the use of the Offering, or (iii) if neither (i) nor (ii) are commercially feasible, terminate any parts of the Offerings impacted by the infringement claim. Sections 4(c) and 4(d) shall apply accordingly in case of termination by Ansys.
- c. Customer's rights under this Section 6 will not apply to any infringement claim based upon or arising from (i) use of the Offering in a manner it was not designed for or not in accordance with the applicable documentation, (ii) any combination of the Offering with any other software or hardware for which the Offering is not intended; (iii) Ansys' compliance with specific Customer requirements or specifications; (iv) Customer's continued use of the Offering subsequent to receipt of notice of any claimed infringement; or (v) use of the Offering when a subsequent release of the Offering would have avoided such infringement.
- d. This Section 6 is Customer's sole and exclusive remedy and sets forth the entire liability and obligations of Ansys, its Affiliates, Channel Partners and technology suppliers with respect to any infringement or misappropriation claims.
- e. Customer shall defend and indemnify Ansys from and against any and all actions, proceedings, claims and demands by a third party (including reasonable costs and expenses) which arise out of or relate to Customer's use of an Offering, provided that Ansys (i) promptly notifies Customer in writing; (ii) promptly gives Customer the right to control and direct the defense and settlement of such claim (provided that Ansys will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.

7. Liability

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.
- b. Except for its indemnification obligations under Section 6 or material breach of Section 8, in no event shall Ansys' aggregate liability to Customer under any Agreement exceed (i) in case of an Offering subject to a one-time fee, the fee initially paid for such Offering under such Agreement, (ii) in case of an Offering subject to a recurring fee, the fees paid during the twelve months preceding the damaging event under such Agreement, and (iii) in case of an Offering provided at no charge USD one hundred.
- c. The foregoing exclusions and 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.
- d. Customer is solely responsible for keeping full back up copies of its software, data and database configurations in accordance with best industry practice. Ansys shall not be liable for damages that would have been avoided by complying with this responsibility.
- e. The limitations on Ansys' liability set forth in this Section 7 shall also apply to the liability of Ansys' employees and directors, Affiliates (and their respective employees and directors), Channel Partners and technology suppliers, who may enforce the exclusions and limitations of liability in this Section 7 in their own name and for their own benefit.

- f. The Offerings constitute or are based on mathematical analysis tools intended to assist Customer in Customer's development and design processes. They require considerable judgment for their correct use and interpretation. They are based on models that only approximate reality. The Offerings therefore are not a substitute for rigorous and comprehensive prototyping or other testing by Customer of products prior to production and sale.

8. Confidentiality

- a. During the term of any mutual non-disclosure agreement in place between the parties governing the exchange of Confidential Information in the course of the provision of Offerings to Customer, the provisions in this Section 8 do not apply. Notwithstanding the foregoing, Programs and other information pertaining to the Programs shall be held subject to the terms of this Agreement and kept confidential indefinitely. Except as set forth above, the obligations in this Section 8 shall apply for a period of three years from the date of first disclosure of any Confidential Information
- b. The receiving party will protect Confidential Information from disclosure using no less than a reasonable degree of care. The receiving party shall not use the disclosing party's Confidential Information for purposes other than the exercise of its rights and the performance of its obligations under an Agreement. The receiving party shall not disclose any Confidential Information except to (a) its employees, Affiliates, Channel Partners and consultants who are required to have access to such Confidential Information in connection with the exercise of the rights and the performance of the obligations under an Agreement; and (b) professional advisers and, in the case of Ansys, technology suppliers (solely for support purposes), provided that such employees, Affiliates, consultants, Channel Partners, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with the Agreement.
- c. The receiving party may disclose Confidential Information to the extent required by law, regulation or court order, provided that the receiving party makes reasonable efforts to notify the disclosing party in writing prior to disclosing the Confidential Information and, at the disclosing party's request and cost, takes reasonable steps to obtain protective treatment of the Confidential Information.

9. Export Compliance and Data Compliance

- a. The Offerings are subject to certain restrictions and requirements under Export Laws and Sanctions. Customer represents and warrants that it and each of its Affiliates are and will remain in compliance with all Export Laws and Sanctions. Customer, its Affiliates and third parties to which Customer makes the Offerings available shall not directly or indirectly export, reexport, or transfer the Offerings or related items in violation of any Sanctions or Export Laws, including all applicable end-use, end-user, and destination restrictions thereunder and will not engage in any transaction, activity, or dealing that will result in a violation of Sanctions or Export Laws by any Person, including Ansys. (For clarification, examples of such end-use, end-user, and destination restrictions may be found at <https://www.ansys.com/legal/export-control-compliance>. In the event the Offering is exported to the Customer pursuant to (i) a license exception available under the EAR or ITAR, or (ii) an export license obtained from the U.S. Government pursuant to the EAR or ITAR, the terms of such license exception or export license shall supersede any conflicting terms in this Agreement, including any APC.
- b. Customer represents and warrants that neither it nor any of its directors, officers, employees, or Affiliates is a Restricted Person. Customer additionally warrants that it and each of its Affiliates has not been, and is not currently prohibited from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, software, or technical data regulated by any agency of the government of the United States or other applicable countries.
- c. Customer warrants it will ensure it and each of its Affiliates will mark with "Export Restricted" or similar phrases any software or technology it provides to Ansys that has any export control limitations on its being exported or otherwise released to non-US persons. In addition, Customer agrees that it will not provide to Ansys any technical data or software subject to the ITAR without first obtaining Ansys' prior written approval to do so.
- d. Customer shall promptly notify Ansys in writing if it is no longer able to make the representations under this Section. Ansys shall not be obligated to perform under this Agreement if doing so would violate any Export Laws or Sanctions.

10. Governing Law, Dispute Resolution

- a. Any claims or defenses arising out of or related to this Agreement or the parties' relationship created hereby, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement (whether sounding in contract, tort, law, equity, or otherwise) (a "Dispute"), shall be governed by the laws set forth in the table below, but without reference to that jurisdiction's conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. In no event will the United Nations Convention on Contracts for the International Sale of Goods apply to transactions under this Agreement.

Contracting Ansys Affiliate	Governing law	Dispute resolution
ANSYS, Inc.	The laws of the State of Delaware and applicable United States federal law	Each party hereby irrevocably submits itself to the personal jurisdiction of, and venue in, the courts in Delaware for any Disputes and waives any objection that these courts are an inconvenient forum.
Ansys International LLC	The laws of the State of New York and applicable United States federal law	Arbitration in accordance with the ICDR International Arbitration Rules ("ICDR Rules"), except as otherwise modified in this Section 10. Notwithstanding the choice of New York law, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code.
Any other Ansys Affiliate	The laws of the State of New York	Arbitration in accordance with the ICDR Rules, except as otherwise modified in this Section.

- b. The seat of the any arbitration under this Section 10 shall be New York, New York, USA. Arbitration shall be conducted in the English language. The arbitration will be conducted in-person at one of the following locations: (i) New York, New York, USA; (ii) Switzerland; (iii) Singapore; (iv) Korea; or (v) as the parties otherwise agree in writing. If the parties are unable to agree on an in-person location, the location will be whichever of (i)-(iv) is closest to the location of the contracting Ansys Affiliate. Each party waives any objection based on forum non conveniens in any proceedings to enforce an arbitration award rendered under this Agreement.
- c. The ICDR International Expedited Procedures will apply to Disputes in which no disclosed claim or counterclaim exceeds \$2,000,000 USD, and any such Dispute will be decided by one arbitrator. All other Disputes will be decided by three arbitrators, with each party appointing one arbitrator within 20 calendar days after the initiation of arbitration. The two party-appointed arbitrators will then have 20 calendar days from the appointment of the second arbitrator to agree on a third arbitrator who will chair the tribunal. If any arbitrators are not selected within these time periods, the list method in ICDR Rule 13(6) will apply. Orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Each party will bear its own costs and expenses but will share equally the costs of the arbitrator(s) and the arbitration administrative fees. The parties, ICDR personnel, and arbitrator(s), agree to treat (i) the existence of an arbitration, (ii) the arbitral proceedings, (iii) the parties' submissions in arbitration, and (iv) the tribunal's decisions, including its award, as Confidential Information.
- d. Nothing contained in this Section 10 will restrict the rights of the parties to seek injunctive relief. Ansys, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business to enforce Ansys' intellectual property rights.

11. Miscellaneous

- a. Customer shall not assign an Agreement or an Offering to any third party by operation of law, in bankruptcy, or otherwise without the prior written consent of Ansys.
- b. If any provision in the Agreement is invalid, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of the Agreement. The parties shall replace any invalid provision by a valid provision that most closely matches the purpose of the invalid provision.

- c. Any failure of any party to enforce any of the provisions of an Agreement will not be construed as a waiver of such right of the party to enforce any such provision in the future.
- d. Each Agreement constitutes the complete and exclusive agreement between the parties and supersedes all prior agreements between the parties relating to the Agreement. There are no side agreements. The Agreement supersedes the terms of any click-through license agreement included with any Offering.
- e. An Agreement may only be modified by a written amendment executed by duly authorized officers or representatives of the parties.
- f. In the event of a conflict between the AGTC, the applicable AT, any cloud services description (as applicable for a cloud Offering), and an APC, the following order of precedence shall apply: (i) the APC, (ii) the cloud services description, if applicable, (iii) the AT, and (iv) the AGTC.