ANSYS GERMANY SERVICE TERMS

(Web Version November 2019)

ANSYS shall provide the services described in a statement of work made to the Customer ("**SOW**") on these service terms ("**Service Terms**") which are incorporated into the contract between ANSYS and the Customer ("**Agreement**").

1. Definitions:

    In this Agreement, the following terms shall have the meanings given below:

1.1 "Acceptance Protocol" means a document provided by ANSYS to the Customer for accepting the Consulting Services.

1.2 "Affiliate" means for a Party, any person or entity directly or indirectly Controlling, Controlled by, or under common Control with that Party.

1.3 "Annex" means an annex to the Agreement.

1.4 "ANSYS" means the ANSYS entity who issued the SOW and "ANSYS Group" means ANSYS and its Affiliates from time to time.

1.5 "ANSYS Background IPR" means all intellectual property rights of the ANSYS Group developed before the date of this Agreement or otherwise than in the course of performing the ANSYS Professional Services.

1.6 "ANSYS Professional Services" mean Consulting Services and Mentoring Services to be performed by ANSYS for the Customer under the Agreement as more particularly described in the SOW.

1.7 "Consulting Services" are the Services that have been designated as such in the SOW and that according to the SOW may contain a work result to be brought about by ANSYS, for example the (a) deployment of software, (b) development of specific, individual software extensions (c) programming of interfaces and (d) strategic projects.

1.8 "Control" means the power to secure (directly or indirectly) by means of the holding of shares in or the possession of voting power in or in relation to any entity or by virtue of any arrangement, including the constitutional documents, of any entity that the affairs of an entity are conducted in accordance with the wishes of the person with control or in relation to a partnership or other unincorporated association, the right to a share of more than one-half of its net assets or net income and "Controlling" and "Controlled by" shall have the corresponding meaning.

1.9 "Confidential Information" means information disclosed by the Disclosing Party and relating to this Agreement or the ANSYS Professional Services. In addition, trade secrets, business and technical information and data, and any information marked as confidential or proprietary and any information which, if disclosed orally or visually, is identified as confidential at the time of disclosure and a written summary thereof marked as confidential or proprietary is provided to the Receiving Party within 15 (fifteen) days of the initial disclosure. In all cases, Confidential Information shall include any source code, development-level documentation, and similar technical information pertaining to ANSYS Group's software, which will at all times be protected through the highest commercially reasonable standard of care.

1.10 "Customer" means the entity for which ANSYS agrees to perform the ANSYS Professional Services as identified in the SOW.

1.11 "Customer Background IPR" means all intellectual property rights of the Customer developed before the date of this Agreement or otherwise than in the course of performing this Agreement.

1.12 "Deliverables" mean the deliverables listed in the SOW, and taking the form of a written report, electronic file or other tangible medium, which will be provided to the Customer on completion of the ANSYS Professional Services in accordance with the Agreement.

1.13 "Disclosing Party" means the Party disclosing Confidential Information to the other Party.

1.14 "Mentoring Services" are the services designated as such in the SOW that are not Consulting Services, in particular training and consultancy. With respect to Mentoring Services, ANSYS guarantees the performance of the agreed services, but not the achievement of certain results.

1.15 "Non-Standard Software License Agreement" means the general licensing terms of ANSYS, Inc. for non-standard software available at the following address: http://www.ansys.com/nonstandardterms.htm, as amended from time to time.

1.16 "Party" means individually ANSYS or the Customer, and "Parties" refer to them collectively.

1.17 "Price" means the price of the ANSYS Professional Services which shall be paid by the Customer to ANSYS as detailed in the SOW or, where no such price is detailed in the SOW, calculated in accordance with section 4.1 of the Service Terms.

1.18 "Purchase Order" means any purchase Order referring to the SOW issued by the Customer.

1.19 "Receiving Party" means the Party receiving Confidential Information from the other Party.

1.20 "Software" means any software provided by ANSYS in accordance with the SOW.

1.21 "Third Party Software" means any Software that is not owned by a member of the ANSYS Group.

2. ANSYS Professional Services

2.1 ANSYS shall provide the ANSYS Professional Services or have the same provided by third parties commissioned by ANSYS to the Customer in accordance with the Agreement.

2.2 The ANSYS Professional Services are provided to the best knowledge of ANSYS and using accepted rules of science and practical experience. It is in the nature of numeric simulations that restrictions and limitations of numeric and physical modeling may lead to deviations between the results of a simulation and the respective experimental results. The ANSYS Professional Services are analytical and advisory in nature and are not a substitute for rigorous and comprehensive prototype testing by Customer of products or components intended for sale or use by the Customer. The Customer has the sole and final responsibility for determining the accuracy, correctness, and suitability of the ANSYS Professional Services for any purpose.

2.3 Dates for the providing or completion of the ANSYS Professional Services are binding only when they have been confirmed as such by ANSYS in writing, or explicitly stated as binding in the SOW. Other dates are not binding. ANSYS shall not be responsible for any delay caused by the Customer, especially but not limited to delays of Co-operation obligations.

2.4 ANSYS shall be allowed to deliver parts of the ANSYS Professional Services as set forth from time to time in the SOW.

3. Co-operation obligations of Customer

3.1   Customer undertakes to assist ANSYS in the necessary providing of the ANSYS Professional Services free of charge. Details are specified in the respective SOW(s).

3.2   Delays in providing the ANSYS Professional Services resulting from the co-operation work not having been performed by Customer in due time or not at all shall be to the detriment of Customer.

4   Contractual Documents

4.1   The Agreement consists of these Service Terms, the SOW and the Non-Standard Software License Agreement and these documents apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (to the extent permitted by law) including without limitation any terms in any purchase order.

4.2   In the event of any conflict between the Service Terms and the SOW, the following order of precedence shall apply:

4.2.1   these Service Terms; and

4.2.2   the SOW

5   Fees, Payment, and Expenses

5.1   In consideration of providing the ANSYS Professional Services, the Customer shall pay ANSYS the Price within any time(s) indicated in the SOW. Where no Price is indicated in the SOW, the Price shall be calculated on a time and materials basis using ANSYS' then current rates. Unless provided otherwise in the SOW, the Price and any other invoiced amount will be due and payable within thirty (30) days after issuing the ANSYS' invoice.

5.2   Customer shall reimburse ANSYS for reasonable expenses incurred by ANSYS in providing the ANSYS Professional Services, including travel expenses approved in advance by the Customer.

5.3   All sums payable to ANSYS under this Agreement are subject to VAT at the applicable statutory rate and are due upon the issue of the invoice.

5.4   For the period of any default, annual interest of 8 percentage points above the base rate is payable on the respective invoice amount. ANSYS reserves the right to assert further claims for damages due to default.

6   Acceptance of Consulting Services

6.1   Customer undertakes to examine whether the Consulting Services have been provided in accordance with the Agreement and to accept such Consulting Services in writing if they have been provided in such a way. Non-essential defects shall not entitle Customer to refuse acceptance but rather be subject to warranty provisions. Such defects shall be described in the Acceptance Protocol.

6.2   The acceptance can only be declined in writing and with a notice of defects stating the circumstances of the defect in the Acceptance Protocol.

6.3   The inspection period shall be a maximum of 4 (four) weeks from the handing over of the Consulting Services or, when such handing over is not possible, from the notification of completion of the Consulting Services by ANSYS. If acceptance is not declared before expiration of the inspection period even though the Consulting Services essentially fulfil the agreed

characteristic features, or if Customer refuses acceptance without sufficient cause, the Consulting Services shall be deemed to have been accepted.

7   Intellectual Property

7.1   The ANSYS Group shall own the ANSYS Background IPR and the Customer shall own the Customer Background IPR.

7.2   ANSYS shall licence (or procure the licence of) the ANSYS Background IPR to the Customer solely as necessary for the Customer to receive the benefit of this Agreement.

7.3   The Customer shall licence the Customer Background IPR to each member of the ANSYS Group and their subcontractors solely as necessary for the provision of the ANSYS Professional Services and performance of this Agreement.

7.4   Notwithstanding any provision of this Section 7, the Agreement shall not afford the Customer any existing or future rights in software or know-how, owned, developed or licensed by ANSYS and/or its Affiliates including, but not limited to, any software or know-how developed or used in connection with the ANSYS Professional Services, and shall not modify any licensing or other agreement between the Customer and ANSYS and/or its Affiliates.

7.5   Customer acknowledges that ANSYS provides consulting and mentoring services to other customers and agrees that nothing in this Agreement shall be deemed or construed to prevent ANSYS from carrying on such business or developing for itself or others materials that are competitive with those produced as a result of the ANSYS Professional Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder, as long as ANSYS is in compliance with the confidentiality obligations under Section 10 of the Agreement.

7.6   Subject to payment in full for the ANSYS Professional Services ANSYS hereby grants Customer and its Affiliates, a non-exclusive, perpetual license to use the Deliverables for an unlimited term and geographical scope solely in connection with the ANSYS Professional Services.

7.7   The Customer shall obtain any licences required for using any Third Party Software. ANSYS shall not be responsible for obtaining any licence of the Third Party Software for the Customer or the performance of the Third Party Software.

7.8   Unless otherwise agreed in writing by the parties, any ANSYS Group Software which may be provided by ANSYS to the Customer as part of the ANSYS Professional Services shall be subject to the terms and conditions of the Non-Standard Software License Agreement.

8   IP Infringement

8.1   ANSYS will defend or settle, at its option and expense, any legal proceeding brought against Customer to the extent that it is based on a claim that any Software (other than Third Party Software) and/or ANSYS Professional Services provided by ANSYS infringes a third party's patent or copyright in the European Union. ANSYS will indemnify the Customer against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that Customer: (1) promptly provides written notice of the claim to ANSYS; (2) permits ANSYS to have sole control of the defense and settlement of the claim; (3) provides to ANSYS, at ANSYS's reasonable expense, all available information and assistance; and (4) does not compromise or settle such claim.

8.2   Customer's claims that are subject to paragraph 8.1 do not exist in case of infringements of property rights that solely result from (1) the use of the Software and/or ANSYS Professional Services by the Customer in connection with other components that do not originate from

ANSYS and are not expressly recommended or approved by ANSYS for the use with the Software and/or ANSYS Professional Services under this Agreement, or (2) the modification of the Software and/or ANSYS Professional Services by Customer or third parties in contradiction to the provisions or this Agreement, or (3) the use of the Software and/or ANSYS Professional Services for other purposes than the Software and/or ANSYS Professional Services have been created for or agreed to by ANSYS, pursuant to this Agreement, or (4) the continuing use of the Software and/or ANSYS Professional Services by Customer after receiving a modified, similar version of the Software and/or ANSYS Professional Services from ANSYS that does not infringe any property rights.

8.3   If the Software (other than Third Party Software) and/or the ANSYS Professional Services is found to infringe, or in the reasonable opinion of ANSYS is likely to be the subject of a claim, ANSYS will at its option: (1) obtain for the Customer the right to continue to use the Software and/or ANSYS Professional Services; (2) replace or modify the materials so that they become non-infringing; or (3) if neither (1) nor (2) is reasonably achievable, provide a partial refund for the Software and/or ANSYS Professional Services.

9   Export Restrictions

9.1   The technologies that relate to the ANSYS Professional Services provided by ANSYS including the Deliverables may be subject to legal, regulatory, and contractual provisions restricting the export, including such rules applied by the USA or EU ("**Export Rules**").

9.2   Where Export Rules are applicable, ANSYS shall make use reasonable efforts to obtain the administrative authorization required according to the Export Rules, to allow the Customer to use the rights provided under this Agreement in the country of the Customer's incorporation in the European Union.

9.3   Notwithstanding Section 9.2, the Customer remains solely responsible and ANSYS is not bound to obtain the administrative authorizations necessary for export and/or use of any item provided by ANSYS outside the European Union and will be completely exempt of any responsibility in case of infringement by the Customer or a third party of the Export Rules due to the use and/or export outside the European Union.

10   Confidentiality

10.1   In the event that ANSYS and the Customer have separately entered into a confidentiality agreement regarding the exchange of information in connection with the ANSYS Professional Services, then the terms of that separate confidentiality agreement shall govern the disclosure and use of confidential information between the Parties and not this Section 10.

10.2   Except as set forth in Section 10.1, any information that may be exchanged between ANSYS and the Customer pursuant to the Agreement is subject to this Section 10.

10.3   The Parties agree to preserve in confidence all Confidential Information of the other Party and not to use, or disclose to any person, such Confidential Information without the Disclosing Party's authorization, except as necessary to perform the ANSYS Professional Services, for internal purposes confined to the necessary administration and performance of the Agreement or as required by law. Where disclosure is required by law, the Receiving Party shall (where permitted by law) notify the Disclosing Party and cooperate with the Disclosing Party to seek a protective order to prevent or limit the disclosure of the Confidential Information. The Receiving Party may provide Confidential Information to ANSYS Group employees and contractors or subcontractors provided that such disclosure is reasonably necessary to carry out the purpose of this Agreement and provided that the Receiving Party has a confidentiality agreement in place with such subsequent recipients of Confidential Information requiring such employees, contractors, and

subcontractors to protect the Confidential Information in no less stringent terms as the Receiving Party.

10.4 Confidential Information does not include information already in the public domain, or that is independently developed by a Party without reference to the other Party's Confidential Information, or that is in the rightful possession of the other Party at the time of its disclosure, or that is disclosed as a matter of right by a third party after the execution of the Agreement, or that enters the public domain other than by the unauthorized acts of the Receiving Party. Within thirty (30) days of the Disclosing Party's written request, the Receiving Party will return or destroy all materials or media containing any Confidential Information (including any information, records, and materials developed on the basis thereof) provided that ANSYS will only be obliged to carry out reasonable steps in this regard. The Receiving Party agrees to certify its compliance with such obligation upon the request of the Disclosing Party.

10.5 The obligation of confidentiality in this Agreement shall expire five (5) years from the date of first disclosure otherwise than in respect of trade secrets where shall survive until such time as such information is no longer a trade secret.

11   Warranty

11.1 Insofar as ANSYS Professional Services comprise Consulting Services that include work results, the provisions of this Section 11 do apply but subject to liability limitations as set forth in Section 12 below.

11.2 If Consulting Services do not fulfil the functions and characteristics as specified in the SOW ANSYS shall at its discretion either rectify the defect(s) or effect re-performance. Where defects rectification or re-performance fail, Customer shall have the right to opt for either an adequate reduction of the remuneration or to assert rescission of the Agreement with respect to the Consulting Service concerned against reimbursement of the remuneration paid thereon.

11.3 ANSYS may refuse defect rectification or re-performance in the case of immaterial defects.

11.4 Customer is under obligation to inform ANSYS about the occurrence of defects in writing. In doing so, Customer must describe the defect and the circumstances of its occurrence as far as possible. ANSYS shall not be obliged to begin rectifying the defect or effect re-performance until this duty to provide information has been fulfilled.

11.5 The rights of Customer pursuant to this Section 11 shall not exist in the event of defects which cannot be reproduced or such defects caused by (a) use of the Consulting Services in connection with other components which do not originate from ANSYS or have not been explicitly recommended or approved by ANSYS for use with the Consulting Services, (b) modifications of the Consulting Services by Customer which were not authorized by ANSYS or (c) use of the Consulting Service for a purpose other than those purposes intended for the Consulting Services.

11.6 Warranty claims of the Customer are time barred after 12 months starting with the acceptance (Abnahme) of the Consulting Services insofar as no mandatory statutory limitation with longer periods are applicable. Any such defect rectification shall suspend the statute of limitation period with respect to that particular defect only.

11.7 The rights of Customer pursuant to this Section 11 are excluded if Customer does not report in writing recognisable defects at the latest within 4 (four) weeks after Customer has been supplied with the work, non-recognisable defects at the latest within 4 (four) weeks of their discovery.

11.8 The Customer's right to self-performance according to § 637 BGB is expressly waived.

12 Liability

12.1 ANSYS shall be liable without limitation for any damage, regardless of the legal basis: (a) in the event of injury to life, body or health; (b) from gross negligent or wilful intent; (c) due to the explicit assumption of a guarantee; and (d) by violation of the Product Liability Act. ("Produkthaftungsgesetz")

12.2 The liability of ANSYS caused by negligent breach of duty, regardless of the legal basis, is expressly excluded, unless material contractual obligations are violated. Material contractual obligations are defined as obligations the fulfilment of which is an essential prerequisite for the proper performance of the agreement and on the observance of which Customer may rely.

12.3 In addition, provided ANSYS under the above provision 12.2 is liable and insofar as there is no individually negotiated agreement for such purpose in place, the liability of ANSYS shall be restricted to the damage typically foreseeable for such type of service agreement.

12.4 If a fault of the Customer has contributed to the occurrence of a damage, this shall reduce any claim for damage against ANSYS in accordance with the statutory provisions.

12.5 All liability provisions shall apply to the same extent for claims against employees and vicarious agents of ANSYS.

13 Termination

13.1 An ordinary early termination of the Agreement before its completion is excluded.

13.2 Each Party's right to terminate the Agreement for cause at any time without the observance of a notice period remains unaffected. The termination for cause inter alia includes the following cases:

13.2.1 Either the Customer or ANSYS may terminate the Agreement immediately upon written notice to the other if the other is in material breach of this Agreement (1) that is not capable or remedy or (2) is not remedied within thirty (30) days of written notice from the nonbreaching party specifying the breach and requiring it to be remedied.

13.2.2 Either Party may terminate the Agreement at any time upon thirty (30) days prior written notice in the event of: (1) termination or cessation of the business of the other party; or (2) filing of a voluntary or involuntary insolvency, receivership, administration or similar proceeding with respect to the other Party.

13.2.3 ANSYS may terminate the Agreement if there is a change of Control of the Customer in favor of a third party that has any competing activity to any member of the ANSYS Group.

13.3 The provisions of Sections 1,4,7,8,9,10,12 and 13 (and any other provision which by its nature is intended to survive) shall survive any termination or expiry of the Agreement.

14 Notices

14.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery or by commercial courier, to each Party required to receive the notice at its address as set out in the SOW or as otherwise specified by the relevant Party by notice in writing to each other Party.

14.2 The provision of this Section 145 shall not apply to the service of any proceedings or other documents in any legal action.

15   Miscellaneous

15.1 This Agreement does not give any exclusive rights to either Party.

15.2 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement (other than the obligation to pay any invoiced amount) to the extent such delay or non-performance arises from any cause beyond its reasonable control including act of God, natural disasters such as earthquakes, tidal waves and floods, governmental act, war, fire, explosion, civil commotion or industrial dispute, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute.

15.3 Where Section 15.2 applies, subject to the affected Party promptly notifying the other party in writing of the cause and the likely duration of a delay or non-performance the performance of the affected Party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists provided that if performance is not resumed with ninety (90) days after the event has ceased, the other party may by written notice terminate this Agreement.

15.4 The Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms regarding the ANSYS Professional Services. This Agreement supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

15.5 No Purchase Order, procurement agreement or any other standardized business forms issued by Customer, and even if such Purchase Order, procurement agreement or other standardized business forms provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, or delete from the terms of this Agreement in any manner whatsoever. Any acknowledgment, written or oral, of any such Purchase Order, procurement agreement or standardized business form is not recognized as a subsequent writing and will not act as acceptance of such terms. No modification of the Agreement or waiver of any of its terms or conditions shall have any effect unless made in writing and signed by the party to be bound.

15.6 Neither Party shall assign the Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that a party shall have the right to assign all of its rights and obligations under this Agreement without the consent of the Affiliate provided that it: (1) informs the other party in writing prior such assignment (2) the relevant Affiliate shall expressly assume all the rights and obligations of the assigning party under the Agreement, and (3) the relevant Affiliate does not have a competing activity to the non-assigning party. Any assignment in violation of this paragraph shall be void. The Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

15.7 Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement is Munich, District Court Munich I, Germany. ANSYS reserves the right to file law suits or bring other court proceedings at the registered office of Customer. Sentences 1 and 2 of this Section 15.7 shall not apply for summary proceedings for orders to pay debts.

15.8 If a court holds any provision of the Agreement to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.9 This contract is subject to the substantive law of the Federal Republic of Germany and is interpreted accordingly. The application of the UN Sales Convention is hereby expressly excluded.