Ansys Product Codes (APC)

Product	Legal Text
Code	
AAS	Academic Associate License means a license with the same rights and restrictions as an
	Academic Research License (ARL) that gives Customer the additional right to use the
	Program for non-proprietary research projects involving commercial third parties (e.g.,
	industry-funded research).
ACD	Ansys Cloud Direct means a Cloud Service that is subject the Cloud Services Description
	found at: https://www.ansys.com/legal/agtc#tab1-4
ACP	Ansys Cloud Platform means a Cloud Service that is subject to the Cloud Services De- scription Ansys Cloud Platform found at: <u>https://www.ansys.com/legal/agtc#tab1-4</u>
ACS	Academic Multiphysics Campus Solutions are Program bundles. The quantities speci-
	fied in the name of such bundle (e.g., 10/100) indicate the number of Academic Re-
	search Licenses (e.g., 10) and the number of Academic Teaching Licenses (e.g., 100) that
	the Customer receives, respectively. Academic Multiphysics Campus Solutions may be
	used within the same country as the Designated Site (Academic Extended LAN). The
	provision of TECS is in the discretion of Ansys and all support requests must be submit-
	ted through the following site: <u>https://forum.ansys.com/</u>
AEC	Ansys Elastic Currency License means a license that allows Customer to use the Pro-
	gram to the extent of Customer's credits ("Ansys Elastic Currency") as set forth in the
	Order Form. Ansys Elastic Currency is consumed at the rate set forth in the consumption
	rate table located at https://www.ansys.com/legal/terms-and-conditions/elastic-licens-
	ing-terms. Ansys 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 consump-
	tion rate for any Elastic Use Program(s). The Parties agree to be bound by the Data Pro-
	cessing Agreement found at <u>https://www.ansys.com/legal/agtc#tab1-5</u> and the Service
	Level Agreement found at: <u>https://www.ansys.com/legal/agtc#tab1-6</u> .
AIC	Ansys Innovation Certification License means the right to access training courses with
	the possibility for Users to obtain certifications or badges. This may require registration
	of the User with a third party (e.g. Credly). The certification process is governed by the
	agreement found at https://www.ansys.com/legal/agtc#tab1-6
	and Customer shall ensure that all Users comply with such certification agreement.
ALH	Ansys Learning Hub means a License that allows Customer to access training courses
	provided by Ansys via an online platform for the number of named Users specified in
	the Order Form. A named User may not share his or her named User License or User
	credentials with any other person, including other named Users. The training courses
	are provided by Ansys to Customer on an "as is" and "as available" basis. They are pro-
	vided without any warranty and they are Confidential Information of Ansys. Ansys may,
	at its discretion, modify, reschedule and remove training courses without notice to Cus-
	tomer. The Parties agree to be bound by the Data Processing Agreement found at:
	https://www.ansys.com/legal/agtc#tab1-5https://www.ansys.com/legal/agtc#tab1-5
ARL	Academic Research License means a license with the same rights and restrictions as an
	Academic Teaching License (ATE), that gives Customer the additional right to use the
	Program for non-proprietary research projects that do not involve commercial third par-
	ties (e.g., industry-funded research).
ASI	Ansys SimAI means a Cloud Service that is subject to the Cloud Services Description An-
	sys SimAI found at: <u>https://www.ansys.com/legal/agtc#tab1-4</u> .
ASP	Ansys Startup Program are Program bundles. The individual Programs licensed as part
	of such bundle are subject to the License Type of such Program and are not uniform for
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	all Programs in the bundle. Please inquire with your sales representative for details of the License Types.
ATE	Academic Teaching License means a Standard License (STL) that may only be used by employees of an academic institution and students registered to attend classes at such academic institution and only for student projects carried out as part of an academic curriculum, educational use including self-learning, in-classroom learning and instruc- tion. The Program may also be used for testing software developed by Customer that interacts with the Program. The Program must not be used for commercial purposes, for competitive analysis (e.g., benchmarking), for academic research or industry-funded re- search. If the Order Form specifies an Academic Teaching License as Academic Extended LAN, such license may be used within the same country as the Designated Site. The pro- vision of TECS is in the discretion of Ansys and all support requests must be submitted through the following site: <u>https://forum.ansys.com/</u>
CAL	Custom Application License means a license to use an ancillary Program or other tool (e.g. a model, toolkit, interface or template) to the same extent as the Program it is meant to be used in conjunction with. Ansys does not warrant the compatibility of such tools with the Programs they are intended to work with. The Program is provided as is and without warranty of any kind. Ansys does not provide TECS for such tools.
CGP	Code Generating Program means a Program that includes the ability to generate object code or source code in response to user input ("Generated Code"). Customer agrees that prior to using, incorporating, or distributing the Generated Code, it will thoroughly test and validate the Generated Code and the functionality of such Generated Code in connection with Customer's own application(s). To the extent that Customer distributes any Generated Code to a third party (a "Sublicensee"), such distribution must be accompanied by a license agreement whose terms and conditions (i) ensure that the Sublicensee is solely and exclusively responsible for its use of any Generated Code, and (ii) makes Sublicensee responsible for determining the accuracy, completeness, or appropriateness of such Generated Code in Sublicensee's application(s). Customer will defend, indemnify, and hold harmless Ansys, its Affiliates, Channel Partners, and technology suppliers from and against any damages, liabilities, costs, and expenses (including fees of Ansys' attorneys) arising out of any third-party claim or demand based on or arising from the creation, use, or distribution of any Generated Code.
DAL	 Discovery Activation License means a license that allows Customer to use the Program for the number of named Users specified in the Order Form. Customer shall assign licenses to the named Users based on their e-mail addresses. A named User is authorized to install the Program subject to a Discovery Activation License on up to two computers or workstations. The Program requires an Internet connection at least once every 30 days. A named User may not share his or her named User License with any other person, including other named Users. Named Users may reasonably be changed by Customer (e.g., staff leaving) during the License Term.
DAS	Deployment and Adoption means services aimed at helping Customer to deploy and adopt the Programs ("D&A Services"). They may be requested by Customer within the period specified in the Order Form ("Term"). Ansys will acknowledge receipt of the re- quest within two business days and confirm delivery dates within ten business days. An- sys requires a minimum of three weeks' notice to schedule the work. D&A Services will be delivered on a time and material basis at Ansys' then-current services rates or at such other amount as set forth in individual statements of work agreed between the parties. The fees for each service will be decremented against the pre-paid amount ("Funds") until the Funds reach \$0. Funds will expire on a prorated basis per annum and entirely at the end of the Term. Funds cannot be redeemed for travel or living expenses,

	transferred to another contract, or refunded. No more than 25% of Funds may be uti- lized within the last 3 months of the Term.
DBL	 Database License means a license that allows Customer to use the Program to access, capture and/or manage information, which may consist of (a) information on the properties of certain materials provided by Ansys together with the Program ("Ansys Information"), (b) simulation results data, and/or (c) Customer's own data that Customer enters into the Program. Customer shall not download or export into another software system, any Ansys Information from the Program unless each individual user of the downloaded or exported data has a license to the Program. Customer shall not bundle access requests by several Users by technical means and a License shall be required for each individual User accessing the Program, directly or indirectly. After the License Term Customer shall not use any Ansys Information for the purpose of any materials related decisions or analyses, or otherwise analyzing any material properties related to the Ansys Information. Customer shall be responsible for backing up its own data as access to the Program will be unavailable after the License Term. Dongle License means a license where the Program may be used on one computer and
	use of the Program is controlled by a dongle instead of a License Key. A dongle is a hard- ware device that must be plugged into a computer in order to allow the computer to run the Program. Ansys will replace defective dongles upon customer request. If a don- gle is lost, Ansys may require additional assurances that the lost dongle cannot be used to run the program before a replacement dongle is issued.
DVL	Development License means a license that gives Customer the right to use the software development kits included with the Program to develop and distribute custom applications, provided that: (i) Customer may only distribute (even to Affiliates and Contract Users) such custom applications to the extent Customer has purchased corresponding numbers of Enterprise Server Licenses or Runtime Licenses, (ii) Customer does not create custom applications that directly compete with the Program, (iii) Customer does not distribute a version of the Cesium Analytics development tool kit(s) unless Customer has removed all unnecessary characters and minimally renamed identifiers in the source code without changing the functionality and Customer does not share the source code of the Cesium Analytics development tool kit(s) over a network, outside of the Cesium Analytics development tool kit(s) over a network, outside of the Cesium Analytics development tool kit(s) over a network, outside of the Cesium Analytics development tool kit(s) over a network, outside of the Cesium Analytics development tool kit custom application, for any purpose, (iv) Customer only makes the custom application available to Affiliates, Contract Users and third party users subject to terms and conditions that are equivalent to the terms under which the Program is made available to Customer and (v) Customer bears all risk in connection with the development and use of the custom application, as well as the distribution of the custom application to an Affiliate, Contract Users, and third party users in connection with the custom application.
ELN	Extended LAN License means a License to use the Program in the country where the Designated Site is located.
ESL	Enterprise Server License means a license to use a custom application developed using a Development License that allows Customer to run the custom application on one server with an unlimited number of Users and third party users. The documentation or the Order Form may contain additional rights or restrictions (e.g., regarding the number of cores or functionality).
EVL	Evaluation License means a license that allows Customer to use the Program for inter- nal demonstration and evaluation and not for production or commercial purposes. Use of Evaluation Licenses may be restricted, subject to any other License Types. Evaluation Licenses are provided without warranty or indemnification of any kind. Customer as- sumes all risk associated with the use of an Evaluation License.

FSA	Flexible Spending Account (FSA) License means a Lease License to use any of the Pro- grams listed in the "FSA Pricing Table" in the Order Form subject to the following: The fees for the FSA are described in the Order Form ("FSA Amount"). Customer may choose the term of the Order Form for any Program from the options stated in the FSA Pricing Table. Customer may use the FSA Amount to drawdown Programs in the FSA Pricing Ta- ble at the pricing shown until the FSA Amount is used up. Use of Programs may be re- stricted subject to the License Type applicable to each Program. Customer may increase the FSA Amount by issuing an additional purchase order during the FSA License Term and subject to the terms of the Agreement. The License to all Programs expires no later than the end date specified in the Order Form. Any FSA Amount not used at the end of the FSA License Term shall be forfeited by Customer and no refund will be made by An- sys. The parties agree to maintain appropriate records of all drawdowns under the FSA. If requested by Customer, Ansys will notify Customer via email with a summary of
	FSA funds remaining.
GLW	Global WAN License means a License to use the Program anywhere in the world, subject to applicable Export Laws and subject to the restrictions of any RCL APC.
LAN	LAN License means a License that allows Users within a 50-mile (80-km) radius of the Designated Site to use the Program.
MAU	Monthly Active User License means a license that allows Customer to use the Program on the Designated Network for the number of users specified in the Order Form. Each Monthly Active User License may be checked out by one user and can then only be used by this user for the remainder of the calendar month.
MAX	Mechanical CFD Maxwell Emulator License means a Standard License (STL) to use the Program Ansys Mechanical Enterprise, Ansys CFD Enterprise and Ansys Maxwell, pro- vided that for each Mechanical CFD Maxwell License, only one User may simultaneously access Ansys Mechanical Enterprise, Ansys CFD Enterprise and Ansys Maxwell.
MCF	Mechanical CFD Emulator License means a Standard License (STL) to use Ansys Me- chanical Enterprise and Ansys CFD Enterprise, provided that for each Mechanical CFD License, only one User may simultaneously access Ansys Mechanical Enterprise and An- sys CFD Enterprise.
MIL	Multi Instance Standard License means a Standard License (STL) that allows one User to run multiple instances of the Program on a single computer. Programs that are licensed as MIL are indicated in the respective Program documentation.
MME	Mechanical Maxwell Emulator License means a Standard License (STL) to use Ansys Mechanical Enterprise and Ansys Maxwell, provided that for each Mechanical Maxwell Emulator License, only one User may simultaneously access Ansys Mechanical Enter- prise and Ansys Maxwell.
MNT	Mentoring Expert means an Offering pursuant to which an Ansys support engineer will be made available for a fixed period to provide dedicated support for Customer's use of Ansys Programs. Unless otherwise specified in the Order Form, the period of perfor- mance for Mentoring Expert is one work week, based on a standard eight (8) hour work- day and includes both preparation days and delivery days. Standard lead time for Men- toring Expert delivery is four (4) weeks. Mentoring Expert is a prepaid service. Customer shall forfeit any prepaid amount remaining unused upon the term end date.
MOL	Model License means a license to use a digital model at the Designated Site and solely in conjunction with another Program.
NLL	Node-locked License means a license to use the Program on a single designated com- puter. Customer shall inform Ansys of the host ID of the computer on which the Pro- gram is to be used. Ansys, in its reasonable discretion, may agree to Customer's request to move the Program to a different computer. In such case, Customer shall promptly un- install the Program from the previous computer.

NUL	Named User License means a license that allows Customer to use the Program for the number of named Users specified in the Order Form. Customer shall designate the named Users. Named Users are assigned access to their licenses based on their e-mail address. A named User shall not share his or her Named User License with any other person, including other named Users. Named Users may reasonably be changed by Customer (e.g., staff leaving) during the License Term of a Lease License and for a Paid-up License under current TECS.
ODT	Orbit Determination Toolkit License means a license to use the Program in one of the following ways: (a) the Program may be used standalone including its user face in which case the usage rights of a Standard License (STL) apply; or (b) the Program may be used by calling its functionality through an API in which case the usage rights of Runtime License (RTL) apply.
PRL	Pre-Release License means the right to use a pre-production version or pre-production functionality of the Program available to Customer. If Customer chooses to use pre-production versions or functionality marked as such, they are provided to Customer as is and without any warranty, and they are Confidential Information of Ansys. Customer's use of pre-production versions or functionality is for experimental, non-production purposes only and Customer shall provide its feedback to Ansys as appropriate. Ansys shall be entitled to use such feedback in the further development of its Offerings without any remuneration due to Customer. Use of the pre-production versions shall be at Customer's sole risk.
QSF	Quality Assurance Service - Fluid Dynamics means the QA Service Package described in the Quality Assurance Services Terms for the Programs classified in the Verification Testing Package user guide as Fluid Dynamics applications.
QSS	Quality Assurance Service - Structural Mechanics means the QA Service Package de- scribed in the Quality Assurance Services Terms for the Programs classified in the Verifi- cation Testing Package user guide as Structural Mechanics applications.
QTF	Quality Assurance Testing - Fluid Dynamics means the QA Testing Package described in the Quality Assurance Services Terms for the Programs classified in the Verification Testing Package user guide as Fluid Dynamics applications.
QTS	Quality Assurance Testing - Structural Mechanics means the QA Testing Package de- scribed in the Quality Assurance Services Terms for the Programs classified in the Verifi- cation Testing Package user guide as Structural Mechanics applications.
RCL	Restricted Country License means a license that may not be used in any of the following countries: China (including Hong Kong and Macau), Russia, Burma/Myanmar, Cambodia, Belarus, Venezuela, Kyrgyzstan, Armenia, Kazakhstan and Tajikistan.
RFA	RF Advisor means a Cloud Service that is subject to the terms and conditions of the Cloud Service Terms and the Cloud Services Description found at: <u>https://www.an-sys.com/legal/agtc#tab1-4</u>
RGW	Regional WAN License means a License to use the Program in either one of the regions described at <u>https://www.ansys.com/legal/terms-and-conditions/regional-wan</u> , subject to the restrictions of any RCL APC.
RTL	Runtime License means a license to use a custom application developed using a Devel- opment License that allows Customer to run the custom application on one workstation by a single User or third party user at a time. Customer shall inform Ansys of the host ID of the computer on which the Program is to be used. Ansys, in its reasonable discretion, may agree to Customer's request to move the Program to a different computer. In such case, Customer shall promptly uninstall the Program from the previous computer.
SBW	Site-based WAN License means a License to use the Program within a 50-mile (80-km) radius of each of the Designated Sites.

SDE	Scade License means a Program to which the following terms apply: Ansys may provide source code for certain components of the SCADE Program(s) (the "Source Code") which shall be considered Ansys Confidential Information. OGLX library's Source Code for the SCADE Display KCG Program may be provided for the sole purpose of the compilation of the OGLX library onto the Customer's required platform, and to include the compiled binary version into Customer's own applications to the exclusion of any other activity. In no event shall Customer modify the OGLX library Source Code without the
	prior written consent of Ansys.
SDK	Program Development Kit License means a License that allows Customer to use software development kits included with the Programs to create custom applications that can be utilized together with the Program. Custom applications may incorporate components of the Program. Customer shall not develop custom applications that directly compete with the Program. Customer shall not distribute, license, or otherwise provide the custom applications to any third party without Ansys' consent.
SDL	Student Download License means a Standard License (STL) that may only be used for student projects carried out as part of an academic curriculum, educational use including self-learning, in-classroom learning and instruction. The Program may also be used for testing software developed by the User that interacts with the Program. The Program must not be used for commercial purposes, for competitive analysis (e.g., benchmarking), for academic research or industry-funded research. All support requests must be submitted through the following site: <u>https://forum.ansys.com/</u> Program made available under Student Download Licenses may have limited functionality.
STL	Standard License means a license that allows Customer to use the Program on the Des- ignated Network for the number of simultaneous tasks or active processes specified in the Order Form. The documentation may contain additional rights or restrictions (e.g., regarding the number of cores or functionality).
SWL	Shared Web Licensing means the operation of a license server by Ansys that allows cus- tomer to deploy Programs without Customer operating a license server. The provision of Shared Web Licensing is governed by the Data Processing Agreement found at: <u>https://www.ansys.com/legal/agtc#tab1-5https://www.ansys.com/legal/agtc#tab1-5</u> , and the Data Security and Service Level Agreements found at: <u>https://www.ansys.com/legal/agtc#tab1-6</u> .
ТРТ	Third Party Terms means that third party license terms apply to the Offering. Ansys will provide these third party license terms to Customer upon request.