

Quality Assurance Services Terms

1. Additional Definitions

- a. **Ansys QA Testing Service Coordinator (“AQC”)** means the Customer employee designated to receive all QA correspondence described herein.
- b. **Ansys Quality Manual** means the documentation that defines the procedures Ansys uses to fulfill its internal quality goals.
- c. **Ansys Verification Manual** means a collection of analysis problems to test how Ansys features and functions operate.
- d. **Class3 Error** means a Program error which allows the Program execution to complete and yield results that may be wrong but are not easily identifiable as incorrect.
- e. **Major Release** means a release of the Program in which a number of important improvements have been made. Major Releases do not include special versions or service packs or any pre-releases (including prototypes, previews, alpha versions, beta versions or release candidates) of the Program.
- f. **Verification Testing Package** means (i) one copy of Ansys’ Verification Manual and (ii) media and user documentation for the operating system version(s) specified on the Order Form containing test case input data and expected results for all applicable test cases found in Ansys’ Verification Manual and test cases used to verify applicable Class3Error corrections.
- g. **QA Services** means the services described in these Quality Assurance Services Terms.
- h. **QA Service Term** means the time period during which Ansys shall provide the QA Services as specified on the Order Form.

2. QA Testing Package

- a. A QA Testing Package is an Offering that entitles Customer to the following during the QA Service Term:
 - i. One controlled copy of the Ansys Quality Manual including applicable revisions;
 - ii. A non-exclusive, non-assignable license to use the Verification Testing Package for each Major Release of the Program(s) included within the scope of the applicable QA Testing Package, as specified by the Ansys Product Code; and
 - iii. Telephone support for installing and running software included in the Verification Testing Packing during the hours of 8:30 A.M. to 5:00 P.M. EST.
- b. Customer shall be responsible for executing the Verification Testing Package and evaluating the results. In the event of hardware or operating system changes, Customer shall evaluate whether re-execution of the Verification Testing Package is required. Should Customer desire a Verification Testing Package for more than one platform/operating system, such will be provided to Customer at Ansys’ then-current fee. Should Customer desire a Verification Testing Package for any previous release of the Program, such may be provided to Customer at Ansys’ then-current fee, if available.
- c. The release of the Verification Testing Package is separate from and occurs after the Program release. A Verification Testing Package is supplied for at least one Major Release in each calendar year. For other Major Releases in the calendar year for which the Verification Testing Package is not supplied, supplemental downloads that must be used in conjunction with the Verification Testing Package shall be made available after each such Major Release.

3. QA Service Package

- a. A QA Service Package is an Offering that, in addition to the rights and obligations set forth in Section 2, includes the following rights and obligations during the QA Service Term.
- b. Ansys will maintain a Quality System with respect to the Program which:
 - i. Meets the applicable requirements of International Quality System Standard ISO 9001;
 - ii. Meets the applicable requirements of the U.S. Nuclear Regulatory Commission, Rules and Regulations, Title 10, Chapter 1, Code of Federal Regulations, Part 50, Appendix B and ASME NQA-1 Quality Assurance Requirements for Nuclear Facility Applications, including Subpart 2.7, Quality Assurance Requirements for Computer Software.
- c. Ansys will provide a certificate of conformance for the applicable Program and the Verification Testing Package certifying their conformance to the Ansys quality system.
- d. Ansys will provide Class3 Error reports via Ansys' then-current standard delivery methods for a period of forty (40) years after the expiration or termination of the QA Service Term.
- e. The AQC shall notify all of Customer's users of the Class3 Errors so that each user may determine whether the Class3 Error(s) impacts any safety-related activities of Customer or are reportable pursuant to Title 10, Chapter 1, Code of Federal Regulations, Part 21, title "Reporting of Defects and Noncompliances" (10 CFR Part 21).
- f. If requested, Ansys will support Customer's efforts to meet any requirements under 10 CFR Part 21. However, for clarity, Ansys makes no representation that the Program(s) are basic components under 10 CFR Part 21 and shall have no obligation to report any defects or errors in the Program(s) other than the obligations set forth in Section 3(d).
- g. In the event Customer feels it has discovered a Class3 Error, details of the suspected Class3 Error shall be communicated to Ansys in English via standard Ansys customer support channels. Ansys will then investigate the report in accordance with its Quality System.
- h. Customer will notify Ansys of any change of the AQC's or Customer's address or email address or any change to any other contact information listed in the Order Form.
- i. Customer may audit Ansys' facilities once during the QA Service Term for up to two (2) days with up to two (2) audit team members per day. Additional audit days may be offered for an additional fee. Customer shall have reasonably scheduled access to Ansys' facilities, personnel and operations to perform inspections, surveillance or audits in order to determine Ansys' compliance with this Agreement. Customer personnel may be accompanied by Customer's consultants provided that Ansys is notified in advance and such consultants agree to sign a non-disclosure agreement in a form specified by Ansys prior to the visit.