

# Cloud Services Description Ansys Cloud Direct and Hardware Currency

## 1. Scope of Cloud Services

Ansys Cloud Direct are Cloud Services that provide access to on-demand, cloud-based computing resources, including both interactive workstations and HPC clusters.

## 2. Charging model for Cloud Services

- a. To use Ansys Cloud Direct, Customer will need to procure both a subscription to Ansys Cloud Direct Essentials and either (i) Ansys Hardware Currency, or (ii) Ansys Elastic Currency (collectively "Currency").
- b. Ansys Cloud Direct Essentials is available on a named User basis. Access to Ansys Cloud Direct is granted 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 individual e-mail address. A named User shall not share his or her Named User credentials with any other person, including other named Users. Named Users may reasonably be changed by Customer (e.g., staff leaving) during the term for which Ansys Cloud Direct was acquired.
- c. As part of Customer's Ansys Cloud Direct Essentials subscription, each User will receive 1 TB of cloud storage. Additional storage per named User can be purchased by Customer.
- d. If Customer has procured Currency to use Ansys Cloud Direct, Customer's access to the Cloud Services is limited by the amount of Currency purchased. Currency decreases by using the Cloud Services subject to the applicable consumption rate table. Any Currency unused at the end of the Subscription Term is forfeited without refund. The applicable consumption rate table shall be the most recent version posted at: <http://www.ansys.com/aeuconsumption>. Ansys may update the consumption rate table to (i) add or remove any hardware or (ii) modify the consumption rate for any hardware. Ansys will provide Customer with a thirty day prior notice before removing hardware.
- e. Currency consumption is tracked via a monitoring and reporting tool. Ansys will receive reports regarding Customer's use of the Cloud Services and Customer's current remaining Currency. Ansys will provide summary information from this report to Customer on a monthly basis. Such summary information provided to Customer shall be deemed correct unless Customer objects within ten business days after receipt of such information. Ansys shall correct any errors in the balance of the Currency, but Customer is not entitled to any refund for errors or discrepancies.

## 3. Support of Cloud Services

- a. Support of the applications and the Cloud Services will consist of web-based forum support and, as needed, telephone, email support respecting the use of the Program and Cloud Services. Support for the use of Program or Cloud Services will be provided during normal business hours to the locations specified in the Order Form. If no locations are specified in the Order Form, then Support for use of the Program will be provided during non-holiday workdays from 9 a.m. to 5 p.m. U.S. Eastern Time.
- b. Except as Ansys may otherwise provide the communications related to Support requests will be done in English. Ansys will use commercially reasonable efforts to provide Customer the Cloud Services in accordance with the Service Level Terms set forth in Section 4.

## 4. Service Level Agreement

- a. Ansys will use commercially reasonable efforts to make the Cloud Services available during 95% of each calendar month, subject to the exceptions below ("Availability Commitment"). The availability of the Cloud Services for a given month will be calculated according to the following formula ("Availability"):  $((TMM - TMU) \times 100) / TMM$
- b. TMM means total minutes in the month and TMU means total minutes in the month the Cloud Services are unavailable. The Cloud Services are deemed to be unavailable only if the Cloud Services do not respond to HTTP

requests issued by Ansys' monitoring software. Customer acknowledges that Ansys' monitoring software will provide the basis for the calculation. Customer may dispute such information in good faith by providing alternative information based on its own logs, records and data.

- c. The Cloud Services will not be considered unavailable for any downtime that results from (i) any maintenance during standard maintenance windows which shall be communicated to Customer from time to time or at other times requested by Customer; (ii) Customer's breach of the Agreement; or (iii) events beyond the reasonable control of Ansys.
- d. If Ansys does not meet the Availability Commitment, Customer's sole and exclusive remedy for such failure, shall be a credit equal to one (1) day for each day that the Service is Unavailable beyond the Availability Commitment (including any fractional amounts, e.g., if the Cloud Services are Unavailable for 1.2 days beyond the 95% Availability Commitment, then Customer is entitled to receive a pro-rated credit of 2 days).

## **5. Data Security and Privacy**

The Data Processing Agreement found at <https://www.ansys.com/legal/agtc#tab1-5> shall apply to Customer's use of Ansys Cloud Direct.