License Terms

1. **Additional Definitions**
   a. **Contract User** means an individual or entity, other than an employee of Customer or Customer's Affiliates, that uses the Program for Customer's Internal Business Purposes.
   b. **Designated Network** means a computer network specified by Customer to which use of Programs managed via a License Key is restricted.
   c. **Designated Site(s)** means Customer's physical site(s) where use of the Program(s) is authorized by Ansys under the Agreement.
   d. **Internal Business Purposes** means use of the Program for Customer or its Affiliates' internal business activities, which may include providing value-added services to third parties, but does not include use of the Program for providing data processing services, serving as an application service provider, providing batch processing services or using the Program, Program output or simulation results to create a competing or similar product.
   e. **License** means the right to use a Program as granted to Customer in an Order Form based on these License Terms.
   f. **License Geography** means the location where the Program may be used as set out in the Order Form. The License Geography is specified for each Program in the Order Form through an Ansys Product Code as described at https://www.ansys.com/legal/agtc#tab1-3. If no License Geography is specified, the Program is licensed as "LAN" for any Program managed via a License Key and "GLW" for any Program managed via individual User login.
   g. **License Key(s)** means a software license management and security tool or other device that Ansys may use to allow Customer access to the Programs.
   h. **License Term** means the period during which Customer is authorized to use the Program as set forth in the Order Form. The License Term may be specified as a Paid-up License or a Lease License.
   i. **License Type** means the type of license being granted in an Agreement, which specifies the usage rights associated with Licenses. License Types are specified for each Program in the Order Form through an Ansys Product Code as described at https://www.ansys.com/legal/agtc#tab1-3.
   j. **Paid-up License** means a perpetual License that can only be terminated in accordance with the Agreement.
   k. **Lease License** means a License with a fixed term.
   l. **TECS** means Technical Enhancements and Customer Support provided under an Order Form as defined and further described in Section 5.
   m. **User** means an employee of Customer, Customer's Affiliates or Contract User or an individual Contract User.

2. **License Grant**
   a. Ansys grants to Customer a non-exclusive, non-assignable, non-transferable and non-sublicensable license to use the Program in object code only during the License Term in the License Geography within the scope of the License Type. The License Geography, License Type, and additional rights and restrictions are specified for each Program in the Order Form through the designators in the APC Table.
   b. Ansys reserves the right to deny use of Licenses and TECS by Affiliates of Customer that become an Affiliate after the effective date of the respective Agreement (e.g., as the result of an acquisition or change of control).
   c. The Program may only be used by Users and only for Internal Business Purposes. Customer is responsible for any breach of the Agreement by its Users.
   d. Ansys is not conveying to Customer any title, ownership, copyright or any other intellectual property rights in or related to the Program. Ansys reserves all rights in and to the Program which are not expressly granted to Customer in an Agreement.
   e. Customer shall not translate, modify, reverse engineer, decompile, disassemble or decode the Program or any part thereof. Customer shall not combine, link or compile the Program with any other software without Ansys' express written consent. To the extent mandatory local law allows Customer to decompile the Program to obtain information required for interoperability purposes, Customer shall only exercise such right if Ansys has

refused to provide the required information requested by Customer. Any such customer request must be in writing and provide specific details of the purposes pursued by Customer.

f. Ansys may make pre-production versions 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 may provide its suggestions, observations, feedback, commentary, recommended use cases or other statements (collectively, the "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.

g. Ansys may make a license borrowing option available to Customer. Where this option is available. Customer may borrow licensed tasks of such licensed Program(s) from the Designated Network onto a computer for temporary global remote use for periods that do not exceed thirty (30) continuous days and a total of ninety (90) days per year, provided such use is solely for Internal Business Purposes and is not prohibited by Export Laws. If Ansys provides TECS to Customer, TECS shall only be available for the Designated Site.

3. Delivery and License Keys

a. Customer is responsible for installation of the Program, if any. Customer may make copies of the Program only as necessary for Customer's back-up or archival purposes. In no event shall Customer remove or modify any copyright notices or other proprietary markings contained within the Program and will ensure that such notices are reproduced in all copies of the Program.

b. Use of the Program may be controlled by License Keys that Ansys will provide to Customer. LICENSE KEYS MAY LIMIT THE SOFTWARE'S USE AND REQUIRE CUSTOMER TO OBTAIN NEW LICENSE KEYS FROM TIME TO TIME. For Licenses under TECS, Customer may request, at no additional charge, three (3) replacement License Keys per TECS period for such Program due to a change in the Designated Network. Ansys may charge an additional fee for replacement License Keys in other circumstances. Customer shall not modify the License Key in any way.

4. Warranty

Ansys warrants for a period of the longer of (i) ninety days from the date of the Agreement or (ii) the period during which Customer is entitled to receive TECS for the Program that the two most current versions of the Program perform as specified in the corresponding Program documentation.

5. Technical Support and Enhancements

a. TECS is included with Lease Licenses during their License Term. TECS must be purchased separately for any Paid-up Licenses. TECS consists of (i) reasonable telephone, e-mail or web-based support regarding the use of the Program ("Customer Support") and (ii) Program releases or corrections provided by Ansys ("Technical Enhancements"). TECS does not include any database set-up or configuration. Technical Enhancements may require Customer to update respective operating systems and other software that interacts with the Program.

b. Customer Support is provided by Ansys, its Affiliates or Channel Partners (as applicable). Technical Enhancements will be provided at such times as determined solely by Ansys. Customer Support will be provided to Customer and its Affiliates at the locations specified by Customer that are within the applicable License Geography of the Program.

c. Ansys, its Affiliates and Channel Partners have no obligation to provide TECS (i) for other than the two most recent commercially available releases of each Program; (ii) for any Program that has been altered, damaged or modified by or on behalf of Customer; (iii) for any scripts, models or other deliverables created and provided by Ansys, its Affiliates or Channel Partners outside of the scope of these License Terms; or (iv) for any problems caused by Customer's negligence or willful misconduct or use of the Program other than in accordance with the Program documentation and the Agreement. If TECS is discontinued for a License, the reinstatement of TECS shall be subject to the then current reinstatement fee.

d. Ansys warrants the performance of its obligations set forth in this Section 5 in a professional and workmanlike manner.

e. In the event that Customer provides information to Ansys in connection with TECS ("Customer Information"), Customer acknowledges that Ansys may transmit Customer Information to Ansys sanctioned data center(s) for the purpose of allowing Ansys to execute simulation workloads and fulfill customer requests efficiently and effectively while maintaining a secure environment that protects Customer Information. Customer Information may include Confidential Information. Provided that Ansys maintains Customer Confidential Information in accordance with the terms of this Agreement, Customer agrees that transmission of Confidential Information to an Ansys sanctioned data center shall not be considered a disclosure of Confidential Information to a third party either under this agreement or any applicable nondisclosure agreement between the parties.

6. **Anti-Piracy, Audit and Data Privacy**

a. For any License that Customer may use at multiple sites, upon Ansys' request, Customer shall submit a usage report with information from the Ansys license manager used in the Program once per year that identifies and lists the site locations, machine identifiers, time, date, and number of hours of access of the Program per License to Ansys within twenty days of Ansys's request for same. Customer shall not be obligated to include any personal information in such report.

b. Upon fifteen days prior notice to Customer, at Ansys's own cost and no more than once per year, Ansys may review and examine Customer's License usage for compliance with this Agreement. Ansys may, in its sole discretion, elect to conduct this review with either its own personnel or a third-party independent audit firm. Customer shall provide Ansys and/or the audit firm with access to (i) Customer's premises during business hours and (ii) all relevant data, files and information requested by Ansys. If any non-compliant or unauthorized use of the Program(s) is found, Customer shall pay the then current list price for such Program(s) and any other damages suffered by Ansys within thirty days.

c. Ansys may embed the Program with anti-piracy technology, that activates and reports, if the Program(s) or license keys have been tampered with or replaced with unauthorized versions. The anti-piracy technology reports information regarding Users of the Program, network identification information, geographic location data, IP addresses, hostnames, MAC addresses, and the domains from which the use of the Program originated. Ansys may collect, use and store the usage information solely for this license compliance purpose according to applicable data protection laws, as further detailed in https://www.ansys.com/legal/privacy-notice.

d. Customer acknowledges that in support of Ansys' Program improvement process, Users may opt-in to provide feedback regarding the use of the Program that includes information on hardware profiles, operating systems, performance of the Program and any errors that occur, the version of the Program in use, the region where the Program is used and the functionalities of the Program used by Users.

e. Customer shall inform all Users of the Program about the provisions in this Section respecting data processing and shall only allow Users to use the Program or contact Customer Support that either have consented to such processing or whose consent is not required under applicable law.