

ANSYS RESULT EXPLORER TECHNOLOGY PREVIEW LICENSE AGREEMENT

BY ACCESSING AND/OR DOWLOADING THE FILES CONTAINING THE TECHNOLOGY (AS DEFINED BELOW) PROVIDED WITH THIS ANSYS RESULT EXPLORER TECHNOLOGY PREVIEW AGREEMENT (THE "AGREEMENT"), EVALUATOR'S AUTHORIZED REPRESENTATIVE LEGALLY BINDS LICENSEE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR DO NOT HAVE THE RIGHT, POWER OR AUTHORITY TO ACT ON BEHALF OF AND BIND EVALUATOR, CLICK THE "I DO NOT AGREE" BUTTON INDICATING NON-ACCEPTANCE, PROMPTLY REMOVE THE TECHNOLOGY FROM EVALUATOR'S COMPUTER(S).

WHEREAS, ANSYS, Inc. ("Ansys") is developing and owns or licenses certain proprietary technology known as the Ansys Result Explorer that is currently in an experimental state (hereinafter referred to as the "Technology").

WHEREAS, the Technology is being developed by Ansys and Ansys is seeking to partner with select organizations to explore and test the Technology.

WHEREAS, the person or entity entering into this Agreement through its authorized representative by indicating agreement to the terms as outlined herein and who is authorized by Ansys to use the Technology ("Evaluator") wishes to explore and test the Technology

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. PURPOSE OF THE AGREEMENT

- (a) Evaluator shall Evaluate the Technology and agrees to provide or otherwise permit Ansys to obtain feedback and data regarding the Technology and Evaluator's use thereof ("Purpose"). As used herein, "Evaluate" and its derivatives shall mean internal evaluation and exploration of the features of the Technology such as usability, speed, functionality, engineering applicability, data extraction, and data reporting, etc. and shall expressly exclude use of the Technology for commercial purposes.
- (b) Evaluator shall not duplicate, distribute, or otherwise make the Technology available in any way to any third party, nor permit the Technology to be used by its employees for any purpose other than the Purpose(s).

2. LICENSE GRANT

- (a) Ansys hereby grants to the Evaluator a limited term, royalty-free, personal, non-transferable, non-exclusive, non-assignable, internal license to Evaluate the Technology and all documentation provided by Ansys in connection with the Technology solely in support of the Purpose ("Evaluation License"). The Evaluator will not (and will not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, reverse engineer, decompile, disassemble, or decode the whole or any part of the Technology.
- (b) To facilitate Evaluator's Evaluation of the Technology, Evaluator may need to use existing licenses of Ansys software ("Existing Licenses"). Use of such Existing Licenses shall be subject to the current written software license agreement by and between Ansys and Evaluator governing the use of the Existing Licenses ("License Agreement").
- (c) During the term of this Agreement, Ansys may provide to the Evaluator such updates, fixes and other materials that are deemed appropriate by Ansys to assist the Evaluator in performing the Evaluation specified hereunder.
- (d) All rights not expressly granted to Evaluator hereunder are reserved by Ansys.

3. TERM AND TERMINATION

- (a) The term of the Evaluation License to the Technology shall be for ninety (90) days from the Effective Date ("License Term"). Ansys shall have the right at its discretion to renew the License Term as needed for the Purpose. This Agreement shall take effect on the Effective Date and continue until the end of the License Term and any renewal thereof.
- (b) Either party may terminate this Agreement at any time for any reason or no reason upon ten (10) days' written notice to the other party.
- (c) Ansys may terminate this Agreement immediately for Evaluator's material breach of Section 2(a), 4(e), or 7.

- (d) Termination of this Agreement shall be in addition to and not in lieu of any other legal or equitable remedies available to the parties. The provisions of Sections 4, 5, 6, 7, 8, and 9 shall survive any expiration or termination of this Agreement.
- (e) Upon expiration or termination of this Agreement and any Evaluation License(s), Evaluator shall uninstall the Technology from the computer(s) on which it is installed, and all copies thereof shall be either destroyed or returned to Ansys.

4. EVALUATOR OBLIGATIONS AND FEEDBACK

- (a) Evaluator hereby agrees to only use the Technology for the Purpose.
- (b) Evaluator shall report to Ansys any malfunctioning, bugs, and errors of functional deficiencies in the Technology ("Technology Deficiency(ies)") detected while evaluating the Technology, (e.g., if the Technology is not performing in accordance with Ansys' specifications).
- (c) Evaluator may provide suggestions, observations, feedback, commentary, recommended use cases or other statements (collectively, the "Feedback") to Ansys concerning the Technology or other information provided by Ansys. Evaluator agrees that any Feedback shall be given on an entirely voluntary basis and will not create any confidentiality obligation for Ansys. Notwithstanding anything herein to the contrary, in no event shall Feedback be considered Evaluator's Confidential Information. The results of the Evaluation and any Feedback or Technical Deficiencies reported to Ansys by Evaluator shall be considered Other Confidential Information (as defined below) of Ansys.
- (d) Ansys shall be free to disclose and use the Feedback and the contents of Evaluator's reports of Technology Deficiencies as it sees fit, without any obligation of any kind to the Evaluator.
- (e) Evaluator is prohibited from providing or making available to Ansys, as part of the Evaluation, any (i) any Personal Data (as defined below) revealing racial or ethnic origin or genetic data, biometric data, or other Personal Data subject to specialized security regimes, including without limitation the standards promulgated by the PCI Security Standards Council, (ii) any information, or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, International Traffic in Arms Regulators (ITAR) or Export Administration Regulators (EAR) controlled or otherwise have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reasons of national security, or (iii) any individually identifiable health information including demographic data, medical history, test results, or other information used to identify an individual or provide healthcare services, healthcare coverage, and related payment services ("Health Data"), or any other medical, demographic, visual, or descriptive Personal Data that is subject to the Health Insurance Portability & Accountability Act of 1996 ("HIPAA") or other laws that regulate the processing of Health Data. Evaluator acknowledges and agrees that Ansys is not a Covered Entity or Business Associate (each as defined by the HIPAA).

5. WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY

- (a) Evaluator understands and agrees that it is accepting the Evaluation License to the Technology for exploration and Evaluation purposes only. Evaluator further understands and agrees that it is anticipated that there are likely Technology Deficiencies, and that the occurrence of such Technology Deficiencies is inherent in the technology exploration relationship established hereunder. Given the nature of this Agreement and the Evaluator's intended use as an evaluator of the Technology, Evaluator agrees that the Technology should not be relied upon at all in connection with the operation of any aspect of its business.
- (b) EVALUATOR ACCEPTS THE TECHNOLOGY "AS IS" WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. ANSYS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (c) SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANSYS BE LIABLE TO EVALUATOR OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT WILL ANSYS' AGGREGATE LIABILITY TO EVALUATOR EXCEED THE GREATER OF (i) THE FEES PAID BY EVALUATOR UNDER THIS AGREEMENT FOR THE TECHNOLOGY OR (ii) 5,000.00 U.S. DOLLARS. ANY DATA INCLUDED IN THE TECHNOLOGY IS FOR TESTING USE ONLY AND ANSYS HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM. EVALUATOR ACKNOWLEDGES THAT THE TECHNOLOGY LICENSED HEREUNDER IS IN AN EXPERIMENTAL STATE ONLY AND THAT THE TECHNOLOGY WILL PROBABLY UNDERGO SIGNIFICANT CHANGES PRIOR TO THE FINAL RELEASE VERSION.

6. PROPRIETARY RIGHTS

Evaluator acknowledges and agrees that the Technology is the proprietary property of Ansys and that Ansys is the owner or authorized licensee of all copyrights, trademarks, patents, trade secrets and other proprietary information in and related to the Technology. Accordingly, all right, title, interest, ownership rights, and intellectual property rights in the Technology and any and all improvements, modifications, fixes, or enhancements that arise through the exploration relationship, regardless of whether such items are created or suggested by Evaluator, shall belong to and/or remain with Ansys. Evaluator acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Ansys' ownership of or rights with respect to the Technology. The Technology is protected by copyright and other intellectual property laws.

7. CONFIDENTIALITY

- (a) Evaluator hereby acknowledges that the Technology and associated documentation embodies confidential and proprietary information, including trade secrets, owned by Ansys or its affiliates or suppliers (the "Technology Confidential Information"). Excluding the Technology Confidential Information, each party acknowledges and agrees that, except as specifically provided below, any and all information concerning the other's business and technology which it (the "Recipient") receives from the other (the "Disclosing Party"), including without limitation, documents, data, plans, prices, and other material and information and knowledge ("Other Confidential Information") and, together with the Technology Confidential Information, ("Confidential Information") is the confidential, and proprietary information of the Disclosing Party. Information disclosed in tangible form will only be considered "Other Confidential Information" if it bears an appropriate legend indicating its confidential or proprietary nature. Information not disclosed in tangible form, such as that disclosed orally or visually, will only be considered "Other Confidential Information" if it is identified as confidential at the time of disclosure and a written summary thereof, marked with an appropriate legend indicating its confidential or proprietary nature, is provided to the Recipient within fifteen (15) days of the initial disclosure.
- (b) The parties shall use all reasonable efforts to identify Other Confidential Information as provided above; however, Other Confidential Information shall also include information which, given the circumstances surrounding the disclosure or the nature of the information itself, can be reasonably understood to be confidential or proprietary even if such information is not so marked. The Recipient agrees (i) to hold the Confidential Information in strict confidence; (ii) not to use it in any way (except as is necessary in support of the Purpose), commercially or otherwise; and (iii) not to disclose it to any unauthorized person, either before or after expiration or termination of this Agreement, without the Disclosing Party's prior written consent. The Recipient further agrees to protect the Confidential Information, using either the same degree of care used to protect its own confidential or proprietary information of like importance or a reasonable degree of care, whichever degree of care is higher. Notwithstanding the foregoing, Recipient may disclose Confidential Information to its and its Affiliate's employees who have a need to know in connection with the exercise of Recipient's rights and obligations under this Agreement. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with such party. "Personal Data" means any information relating to an identified or identifiable natural person.
- (c) The Recipient's obligation of confidence and non-disclosure shall not apply to information that (i) was in the Recipient's possession before receipt from the Disclosing Party, (ii) is or becomes a matter of public knowledge through no fault of the Recipient, (iii) is rightfully received by the Recipient from a third party without a duty of confidentiality, (iv) is independently developed by the Recipient without the use of the Disclosing Party's Confidential Information, (v) is rightfully obtained by the Recipient from third parties authorized to make such disclosure without restriction. Recipient may disclose Confidential Information if required by law, regulation or court order to be disclosed, so long as Recipient notifies Disclosing Party in writing prior to disclosing the Confidential Information so that Disclosing Party has an opportunity to seek a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Disclosing Party in seeking such order or other remedy. Recipient further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
- (d) The obligations of the parties with regard to Other Confidential Information will survive for a period of five (5) years from the date of the first disclosure of such Other Confidential Information. Notwithstanding the foregoing, the obligations respecting the Technology Confidential Information will survive any termination or expiration of this Agreement and will remain in effect until one of the exceptions listed in Section 7(c) applies.
- (e) Evaluator hereby gives assurance that unless notice is given to Ansys, and prior authorization is obtained as required by applicable export laws, Evaluator will not knowingly re-export, directly or indirectly, the Technology or any technical data transferred by Ansys to Evaluator to any destination or person or entity in violation of U.S. export laws.
- (f) Upon the earlier of Disclosing Party's written request or termination of this Agreement, the Recipient agrees to promptly a) return to the Disclosing Party all materials furnished by the Disclosing Party which contain Confidential Information together with all copies, reproductions and summaries thereof made by the Recipient; or b) destroy such items and deliver to Disclosing Party written certification that they have been destroyed. Notwithstanding the above, the Recipient may

retain copies of Other Confidential Information stored on backup disks or in backup storage facilities automatically produced in the ordinary course of business which are not, in the ordinary course of business, accessible from employee workstations. Any Other Confidential Information so retained will be held subject to the confidentiality and use limitations of this Agreement and will not be accessed by any person except information technology systems administrators or used for any purpose except necessary data storage systems maintenance.

8. FURTHER ASSURANCES

- (a) Evaluator agrees to execute any assignments, applications and other documents and to take such other actions as may be reasonably requested by Ansys to carry out the purposes of this Agreement.
- (b) In the event that Ansys requires documentation or testimony, oral or written, regarding the exploration of the Technology conducted by Evaluator, Evaluator shall cooperate with Ansys, at Ansys' expense, to provide such documentation or testimony.

9. MISCELLANEOUS

- (a) Ansys does not guarantee that the technology embodied in the Technology or the Feedback provided by the Evaluator will be offered at any time as a commercial software product. Evaluator agrees that there is no offer for sale of the Technology or any of Ansys' commercial software products under this Agreement.
- (b) Evaluator acknowledges that Ansys may obtain feedback and data from the Technology, including the hardware profiles, operating systems, usage time, file sizes created in connection with the Technology, internal errors, and regions where the functionality is being used. Evaluator hereby agrees not to remove, circumvent, disable, or block any technology that gathers or transmits such feedback and data.
- (c) Evaluator acknowledges that, in its provision of the Technology, Ansys may process Personal Data of Technology users as an independent controller under applicable data privacy and security laws, to perform its contractual obligations under this Agreement, including to provide access to the Technology for the Purpose.
- (d) This Agreement may be amended only by a writing signed by a duly authorized representative of Ansys and a duly authorized representative of Evaluator.
- (e) All notices required in this Agreement will be given in writing and delivered by registered mail, international courier, facsimile, or mutually agreed equivalent to the addresses set forth above. Notices will be effective when received as indicated on the facsimile, registered mail or other mutually agreeable delivery receipt.
- (f) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law provisions. Because the Technology Confidential Information is unique and valuable and breach of this Agreement may result in irreparable injury to Ansys for which monetary damages alone may not be an adequate remedy, Ansys will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or anticipated breach of this Agreement without the necessity of posting a bond. Any such relief will be in addition to all other legal and equitable remedies.
- (g) If any provision should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- (i) Evaluator shall not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein without the prior express written consent of Ansys.
- (j) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
- (k) The relationship between Ansys and Evaluator is that of independent contractors and neither Evaluator nor its agents shall have any authority to bind Ansys in any way.
- (l) The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.