Cloud Services Description Ansys SimAI

1. **Additional Definitions**

   a. **Cloud Services** means the provision of the Software by Ansys to the Customer for the Subscription Term through remote access on the Internet via web application.

   b. **Results** means the predictive analysis results produced by the Cloud Services that are based on Customer's Content.

   c. **Software** means the Ansys platform and software known as Ansys SimAI used to perform three-dimensional predictive analysis using Trained Model(s).

   d. **Trained Model** means the machine learning model trained by Customer through Customer's upload of simulation data to perform predictive analysis on Customer Content submitted by Customer to the Cloud Services.

2. **Provision of Cloud Services**

   a. The Cloud Services Software provides high-fidelity three-dimensional predictions by combining machine learning technologies and physics, provided as a SaaS offering through remote access.

3. **Charging model for Cloud Services**

   a. Each subscription to the Cloud Services allows an unlimited number of Users to access the Cloud Services. Users may access the Cloud Services to produce a Trained Model, provided Customer is only permitted to train one (1) machine learning models at a time or as otherwise approved by Ansys in writing. Additionally, Users may use the Cloud Service to perform predictive analysis using the Trained Model. Customer may only run one prediction at a time. Any additional Customer models to be predicted are placed into a queue and subsequently predicted.

4. **Support of Cloud Services**

   a. Support of the Cloud Services consists of reasonable telephone, e-mail or web-based support respecting use of the Cloud Services. Support does not include any custom programing services; onsite support, including installation of any software; support relating to anything other than the Cloud Services; or user training.

5. **Additional Customer Responsibilities**

   a.   Customer on behalf of itself and its Affiliates, agrees that it will not submit to Ansys or the Cloud Services any information, or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, International Traffic in Arms Regulators (ITAR) or Export Administrator 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. Customer shall not share any User credentials provided by Ansys to anyone else.

   b.   Customer, on behalf of itself and its Affiliates, agrees not to allow its Users or any third parties to use the Cloud Services: (i) to compare the performance, features or other components of the Cloud Services to other services or software programs or otherwise engage in benchmarking activities; (ii) to use a Trained Model, or any content, data, output or any other information received or derived from use of the Cloud Services, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems; or (iii) for any application where a failure of the Cloud Service could result in death, serious injury, environmental damage or property damage. Examples of prohibited uses include medial support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments. Customer acknowledges that Ansys makes no assurances that the Cloud Services are suitable for any high-risk use.

6. **Data Ownership & Exclusive License to Use**

    a.   The Customer retains all ownership interest in Customer Content and Results. Customer receives an exclusive license to use the Trained Model within the Cloud Services platform solely for Customer's own internal business purposes during the Subscription Term and is not permitted to make the Trained Model available to any third party other than its Users. For the avoidance of doubt, in the event the Agreement is terminated, Customer's right to use the Trained Model within the Cloud Services platform terminates. Customer, on behalf of itself and its Affiliates, acknowledges that Customer Content, Results, and Trained Models will be processed by the Cloud Services platform. By using the Cloud Services platform, Customer consents to the use of its Customer Content, Results, and Trained Models to facilitate Customer's experience with the Cloud Services platform, to provide Customer with support, to handle Customer inquiries, to send Customer related recommendations and suggestions, to check for compliance with the Agreement, and to detect fraud or other malicious activity. Notwithstanding the foregoing, Ansys shall not (i) expose Trained Models to any third-party other than as required to provide the Cloud Services, or (ii) use the Trained Model for any purpose other than making the Cloud Services available to the Customer.

    b.   Customer is aware that as part of the Ansys product improvement program Ansys may obtain feedback from Customer's use of the Cloud Services including internal errors that are arising during typical use of the Software. Ansys shall not collect or use Customer Content or the Trained model as part of the product improvement program.

7. **Warranty Disclaimer**

    a.   Customer is solely responsible for all use of the Results and the Trained Model (collectively, "Output") and for evaluating such Output for accuracy and appropriateness for Customer's use case. The Cloud Services are provided on an "as available" basis and Ansys makes no representations or warranties as to service levels, uptime, or availability of the Cloud Services.

8. **Data Storage & Deletion**

    a.   Exceptionally large datasets and/or training materials may create excessive strain on Cloud Services system resources and may result in service limitations or additional charges. If Ansys determines that the Customer's use of the Cloud Services constitutes excessive strain on the system, Ansys reserves the right to take corrective action, which includes but is not limited to throttling use, limiting access, and additional charges.

    b.   If Customer's subscription to the Cloud Services terminates for any reason including Customer's failure to renew its subscription to the Cloud Services, any Customer Content, Results, and Trained Model(s) stored in the Cloud Services may be deleted by Ansys within thirty (30) days. Ansys has no obligation to store any Customer Content, Results, or Trained Model(s) on behalf of the Customer after such time. Consistent with Ansys General Terms and Conditions Section 7, Customer has responsibility for backing up all of Customer's Content.

9. **Data Security and Privacy**

    a. The Ansys SimAI Security Addendum found at https://www.ansys.com/legal/agtc#tab1-6 shall apply to Customer's use of the Cloud Services.

    b. The Data Processing Agreement found at General Terms and Conditions | Ansys shall apply to Customer's use of these Cloud Services.