ANSYS GATEWAY POWERED BY AWS AGREEMENT
(Web Version October 4, 2022)

This agreement ("Agreement") is between Ansys and Customer and governs Customer's access to and use of the Platform obtained through AWS. By accessing the Platform, Customer represents and warrants that Customer has authority to accept this Agreement, and Customer also agrees to be bound by its terms. This Agreement applies to all access to and use of the Platform by Customer.

IF CUSTOMER HAS PREVIOUSLY AGREED IN WRITING TO AN AGREEMENT WITH ANSYS THAT SPECIFICALLY GOVERNS USE OF THE PLATFORM, SUCH AGREEMENT SUPERSEDES AND REPLACES THIS AGREEMENT, AND THIS AGREEMENT IS VOID.

READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. THIS IS A LEGALLY BINDING CONTRACT BETWEEN ANSYS AND CUSTOMER FOR CUSTOMER TO USE THE PLATFORM, AND IT INCLUDES DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY.

1. **DEFINITIONS**
A. "Affiliate" of a company means any entity directly or indirectly controlling, controlled by, or under common control of such company.
B. "Ansys" means ANSYS, Inc. or Ansys International LLC.
C. "AWS" means Amazon Web Services, Inc. and the AWS marketplace. To use the AWS marketplace offerings, Customer must agree to separate terms and conditions with AWS directly.
D. "Contract User(s)" means an individual or entity, not a regular employee of Customer, who is engaged to perform services for Customer.
E. "Customer" means the individual or entity entering into this Agreement itself or through its authorized representative by obtaining access to the Platform through AWS. In the event that Customer is an entity, Customer shall not permit use of the Platform other than by its employees or Contract Users.
F. "Customer Content" means simulation data or similar information submitted or accessed by Customer while using the Platform.
G. "Documentation" means Ansys' then current on-line help, guides and manuals (as may be updated by Ansys from time to time) published by Ansys and made available by Ansys for the Platform. Documentation may include minimum software and internet connection requirements for use of the Platform (as may be updated by Ansys from time to time). Documentation does not include any content published in user forums hosted or moderated by Ansys, content related to future functionality, or communications exchanged between Ansys and Customer.
H. "Fees" means the fees payable for the use of the Platform.
I. "Health Data" means 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.
J. "Named User" means an individual (either an employee or Contract User of the Customer or its Affiliate) who has been authorized by Customer to use or access the Platform and who is identifiable as a unique user by his or her username.
K. "Personal Data" means any information relating to an identified or identifiable natural person.
L. "Platform" means the platform that is made available to Customer for Customer to access a virtual machine for the purpose of using Separately Licensed Technology. The term Platform does not include any Separately Licensed Technology.
M. "Sensitive Personal Data" means any Personal Data 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.
N. "Separately Licensed Technology" refers to technology that is licensed under separate terms between Customer and the Separately Licensed Technology provider and not under the terms of this Agreement. Separately Licensed Technology includes but is not limited to any software products that Customer uses in connection with the Platform, including Ansys software products.
O. "Usage Information" means information, including Personal Data, relating to a Named User's access and usage of the Platform, including access logs, usage time, IP address, metadata, file sizes, internal errors, regions of functionality, usage related to Fees, etc. For clarification, Customer Content is not included within Usage Information.

2. **GRANT.** Subject to the terms and conditions of this Agreement, Ansys hereby grants to Customer a non-exclusive and nontransferable license to, during the term: (a)access and use the Platform via the internet, and (b) use the Documentation provided by Ansys in connection with Customer's use of the Platform. Customer agrees that the Fees paid to access and use the Platform is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Ansys with respect to future functionality or features. Customer is responsible for ensuring that Named Users agree to and comply with the terms of this Agreement. Customer is responsible for its employees' and Contract Users' access and use of the Platform. Customer and its Contract Users, if any, may access the Platform only for Customer's own internal business purposes and will not make all or any part of the Platform available to any third person. If Customer has obtained the Platform for evaluation purposes, then Customer will only use the Platform for the purpose of internal demonstration and evaluation, and not for production or commercial purposes, in order to determine whether Customer desires to purchase access to use the Platform. CUSTOMER ACCEPTS AND AGREES THAT THE

PLATFORM REQUIRES AN INTERNET CONNECTION AND THAT CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR HAVING AN INTERNET CONNECTION FOR THE PURPOSE OF UTILIZING THE PLATFORM.

3. **CUSTOMER RESPONSIBILITIES.** **(a)** *Requirements.* Customer must at all times be a current Ansys customer with active licenses to Ansys software products. Ansys reserves the right to remove Customer's access to the Platform if Customer does not have an active license to Ansys software products. Customer acknowledges and agrees that Customer shall be responsible for: (i) determining whether the Platform is suitable for Customer's use and using the Platform in accordance with the Documentation; (ii) implementing and managing security measures to secure Customer's access and use of the Platform; and (iii) managing and protecting its Named User roles and access to the Platform including: (1) requiring that all Named Users keep credentials confidential and not share such information with unauthorized parties, (2) reporting to Ansys if a Named User's credentials or access to the Platform has been compromised, and (3) appropriately configuring role-based controls. Additionally, Customer acknowledges that it must have a valid Amazon Web Services Account to access and use the Platform. Failure to maintain an active Amazon Web Services account will result in termination of Customer's access to the Platform. **(b)** *Restrictions on Use.* Customer will not (and will not attempt to nor allow any third party to or attempt to): (i) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Platform or translate the whole or any part of the Platform into another language; (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Platform for commercial timesharing, or otherwise commercially exploit the Platform; (iii) create derivative works based on the Platform; (iv) frame or mirror any content forming part of the Platform, other than on Customer's own intranets and for its own internal business purposes; (v) upload or otherwise transmit through the Platform any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violates any law, (vi) access the Platform in order to: (a) build a competitive product or service, or copy any ideas, features, functions or graphics of the Platform; or (b) compare the performance, features or other components of the Platform to other platforms or otherwise engage in benchmarking activities; (vii) remove any title, trademark, copyright and/or restricted rights notices or labels from the Platform or Documentation; (viii) use the Platform in (1) violation of any applicable law or regulation, or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Ansys or any of its customers, or to the continued normal operation of other Ansys customers, and (ix) use the Platform to support real-time systems, including safety systems, or to operate nuclear facilities, life support or other mission critical applications where human life or property may be at stake. All of the restrictions in this Section 3 are for the benefit of Ansys, its subsidiaries, Affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. Nothing contained herein will be deemed to convey to Customer any title, ownership, copyright or any other intellectual property rights in or related to the Platform, and Ansys reserves all rights in and to the Platform which are not expressly granted in writing by Ansys to Customer. Customer shall use the Platform for lawful purposes only. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and notify Ansys promptly of any such unauthorized access or use. Customer shall be responsible for obtaining and maintaining all Separately Licensed Technology, telephone, computer hardware and other equipment needed for access to and use of the Platform and all charges related thereto. Customer, and not Ansys, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Platform provided hereunder to Customer. Prior to providing access to the Platform to any Named Users, Customer shall provide notice to each Named User that Usage Information will be accessible by both Customer and Ansys. **(c)** *Export.* Customer acknowledges and agrees that the Platform is subject to U.S. laws governing the export and/or re-export of the Platform including, but not limited to, the Export Administration Regulations, regulations promulgating financial transaction restrictions administered by the Office of Foreign Asset Controls of the U.S. Department of the Treasury, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively the "Export Laws"). Customer warrants that it is and will remain in compliance with all such Export Laws with respect to the Platform, including any Separately Licensed Technology, and Customer acknowledges that Export Laws may change over time. Customer additionally warrants that it has not been, and is not currently, debarred, suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, Customer hereby gives assurance that unless notice is given to Ansys, and prior authorization is obtained as required by the Export Laws, Customer will not knowingly re-export, directly or indirectly, the Platform or any technical data transferred by Ansys to Customer to any destination or person or entity in violation of the Export Laws or this Agreement. **(d)** *Customer Content*. Customer shall not make available to Ansys or submit, process, or transmit to the Platform any (i) Sensitive Personal Data, (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) 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. Customer acknowledges and agrees that Ansys is not a Covered Entity or Business Associate (each as defined by the HIPAA). Customer agrees to indemnify, defend, and hold harmless Ansys for any claims, suits, fines, penalties or proceedings brought against Ansys that result in whole or in part from the Customer's failure to comply with this Section 3.

4. **TERM AND TERMINATION.** The term of this Agreement commences on the date Customer first accepts this Agreement and shall continue for as long as Customer continues to have access to the Platform, subject to the termination provisions set forth herein.

Ansys may suspend Customer's access to the Platform if Customer materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of notice of such breach; provided, however, that Ansys may terminate this Agreement and Customer's access to the Platform immediately if (i) Customer does not have a separate valid license to a Ansys software product(s), (ii) Customer materially breaches this Agreement and such breach is not capable of being cured in Ansys' sole discretion, or (iii) Customer breaches section 3(b). Upon any expiration or termination of this Agreement for any reason, Customer's access to and use of the Platform and the rights granted hereunder will automatically terminate, and Customer may not continue to use the Platform. Ansys will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. Termination of this Agreement shall not limit Ansys from pursuing any other remedies available to it, including injunctive relief.

5.   PAYMENT. Customer's pricing and payment terms for use of the Platform are as set forth in the AWS marketplace, unless separately set forth in Customer's agreement with AWS.

6.   CONFIDENTIAL INFORMATION. (a) Customer hereby acknowledges that the Platform embodies confidential and proprietary information, including trade secrets, owned by Ansys or its Affiliates or suppliers (the "Platform Confidential Information"). (b) Excluding the Platform Confidential Information, the parties agree that any other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement that is marked or identified as confidential or given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential ("Other Confidential Information") and, together with the Platform Confidential Information, ("Confidential Information") will remain the property of the Disclosing Party. Any information relating to Ansys or its Affiliates', technology suppliers', or to Customer's or its Affiliates' business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information even if not explicitly marked or identified. The Receiving Party will protect the Confidential Information from disclosure to others using no less than a reasonable degree of care. The Receiving Party agrees that it will not (i) use the Disclosing Party's Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees, Contract Users, Affiliates and consultants who are required to have access to such Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement; and (b) professional advisers and, in the case of Ansys, technology suppliers (solely for support purposes); provided that such employees, Contract Users, Affiliates, consultants, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with these terms.

(c)   The obligations of Section 6(b) will not extend to any information that the Receiving Party can demonstrate with competent evidence:

   (i)   is or becomes publicly known through no fault of the Receiving Party;
   (ii)   was possessed by the Receiving Party free of any obligation of confidentiality prior to receipt from the Disclosing Party;
   (iii)   is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;
   (iv)   is rightfully obtained by the Receiving Party from third parties authorized to make such disclosure without restriction; or
   (iv)   is identified as no longer confidential by the Disclosing Party.

(d)   The Receiving Party may disclose Confidential Information to the extent required by law, regulation or court order, provided that (i) the Receiving Party makes reasonable efforts to notify Disclosing Party in writing prior to disclosing the Confidential Information and takes reasonable steps to obtain protective treatment of the Confidential Information; and (ii) any information so disclosed shall continue to be treated as Confidential Information between the Receiving Party and Disclosing Party.

(e)   Receiving Party has the burden of proving the exceptions in Section 6(c) above.

(f)   The obligations of the parties respecting Other Confidential Information will survive for a period of three (3) years from the date of the first disclosure of such Other Confidential Information.

(g)   If the parties have separately entered into a confidentiality agreement regarding the exchange of Other Confidential Information in connection with this Agreement, then the terms of that separate confidentiality agreement will govern the disclosure and use of Other Confidential Information between the parties and not this Section 6. Any existing confidentiality agreements between the parties will remain in full force and effect and will not be varied by the terms of this Section 6.

7.   WARRANTY. To the maximum extent permitted by law, the Platform and Documentation are provided "as is" and "as available". Ansys does not make any representations or warranties that the functions performed by the Platform will meet Customer's expectations or requirements, that the operation of the Platform will be uninterrupted or error free, or that all defects in the Platform will be corrected. Ansys expressly disclaims all warranties or any kind for the Platform and the Documentation. Ansys, its Affiliates and suppliers do not warrant the accuracy, or the applicability of the results obtained from the use of the Platform Service. No other documents or oral conversations, statements or representations will be offered by Customer as evidence to explain, expand, alter, add to or invalidate the warranties disclaimed above. **ANSYS, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PLATFORM OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL**

IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (whether or not Ansys, its Affiliates and/or its technology suppliers know, have reason to know, have been advised of, or are otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, Ansys, its Affiliates and technology suppliers expressly disclaim any warranty or representation to any person other than Customer with respect to the Platform or any part thereof. Customer is responsible for selecting the Platform and any Separately Licensed Technology to use in conjunction with the Platform (the "Aggregated Package") and for Customer's use of the Aggregated Package and for the results obtained from Customer's use of the Aggregated Package. Customer bears the entire risk as to the quality and performance of the Aggregated Package. Customer represents and warrants that: (i) its use of the Customer Content and Platform, as such may be modified from time-to-time, in each instance will not in any way violate any law or constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask work, proprietary information, nondisclosure and/or other right of any third party; (ii) it will not send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, interfere with or disrupt the integrity or performance of the Platform or the data contained therein, or attempt to gain unauthorized access to the Service or Platform or related systems or networks; and (iii) it has all necessary rights to use the Customer Content and the Separately Licensed Technology.

8.   LIMITATION OF LIABILITY.   SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS, ITS AFFILIATES AND TECHNOLOGY SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM REGARDLESS OF WHETHER CUSTOMER HAS ADVISED ANSYS OR ANSYS HAS ADVISED CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Ansys', its Affiliates' and technology suppliers' aggregate liability to Customer exceed the Fees paid by Customer for access to the Platform during the preceding twelve (12) months. Customer acknowledges that given all the circumstances, the limits on Ansys' liability are reasonable because of, among other things, the likelihood that without those limitations the amount of damages awardable to Customer for a breach by Ansys of this Agreement may be disproportionately greater than the Fees paid or payable hereunder. Each of Ansys, its Affiliates' and technology suppliers may rely upon and enforce the exclusions and restrictions of liability in this Section 8 in that entity's own name and for that entity's own benefit against Customer and its Affiliates solely as it relates to liability arising against such parties under this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party limits its liability (if any) to the other party for any matter which it would be illegal for that party to exclude or to attempt to exclude its liability, but nothing in this clause confers any right or remedy upon the other party to which it would not otherwise be entitled.

9.   SUPPORT.   Ansys, may, at is discretion, provide enhancements, modifications, revisions, or additions to the Platform that will be made available to Customer directly through the Platform. Provided, however, Ansys is not under obligation to do so.

10.   SEPARATELY LICENSED TECHNOLOGY.   Customer understands that the Platform enables Customer to configure, optimize, use, and access Customer's own infrastructure via a virtual machine interface. The Platform requires the use of Separately Licensed Technology. Customer is solely responsible for procuring any licenses necessary for Separately Licensed Technology, including complying with any terms and conditions associated with the Separately Licensed Technology. Ansys does not support Customer with Separately Licensed Technology under this Agreement and it is Customer's responsibility to obtain all necessary licenses from the respective Separately Licensed Technology vendors.

11.   DATA ANALYTICS.   Customer acknowledges that, as part of Ansys' continual improvement, Ansys receives feedback and data about the Platform, including the usage time, file sizes created in connection with the Platform, internal errors, and regions where the functionality is being used. Ansys, through the Platform, processes Usage Data, and Customer hereby agrees not to remove, circumvent, disable, or block any technology that gathers or transmits such data.

12.   DATA PRIVACY. Ansys processes limited Personal Data to perform its contractual obligations, including to provide Named Users access to the Platform. Such processing complies with applicable data protection laws. Additionally, Ansys may provide: (i) Usage Information to Customer; and (ii) will collect, generate, and deliver to AWS all data related to Customer's usage of the Platform necessary to calculate the applicable usage fees.

13.   CUSTOMER CONTENT.   Customer acknowledges that Customer is solely responsible for the security, protection and backup of Customer Content. Customer is also responsible for all Customer Content posted and activity that occurs via Customer's usage of the Platform whether by employees, Named Users, or unauthorized users. Solely to the extent applicable in Ansys' provision of the Platform, Ansys will (i) use industry standard security measures to maintain the Platform, and (ii) use Usage Information to: (a) improve the Services, (b) provide metering data to AWS, and (c) to provide support services to Customer, to the extent available and if offered by Ansys. Upon Customer's written request, Ansys may access Customer's account as necessary to identify or resolve technical

problems or respond to complaints/questions about the Platform, provided, however that Ansys is not required to provide any support for the Platform in accordance with Section 9.

14.   MISCELLANEOUS. *Notice.* All notices required in this Agreement will be given in writing to all parties and delivered by registered air mail, international air courier, facsimile, or mutually agreed equivalent. Notices will be effective when received as indicated on the facsimile, registered mail or other mutually agreeable delivery receipt. Notices to Ansys must be sent via email to NA-contracts@ansys.com. Notices to Customer will be sent to the individual at the email address Customer provides to Ansys when first accessing the Platform. ***Assignment.*** Customer will not assign this Agreement to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Ansys. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees. ***Survival.*** The provisions of Sections 3, 5, 6, 7, 8, 10 and 14 will survive termination of this Agreement. ***Governing Law and Venue.*** The rights and obligations of the parties hereto will be governed by the substantive law of the Commonwealth of Pennsylvania, excluding the United Nations Convention on the International Sale of Goods and choice of law provisions. The parties hereto consent to the venue and jurisdiction of the federal and state courts maintaining jurisdiction over Washington County, Pennsylvania for purposes of any legal proceedings arising under or relating to this Agreement. ***Enforceability & Waiver.*** If any provision of this Agreement will be invalid, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of this Agreement. Any failure of any party to enforce any of the provisions of this Agreement will not be construed as a waiver of such right of the party thereafter to enforce each and every such provision. ***Audit.*** Ansys has the right to inspect and enforce the restrictions and covenants contained in this Agreement and therefore, in the event that Ansys suspects or has knowledge that Customer has violated the terms of this Agreement, Ansys may, upon reasonable notice to Customer, at Ansys' own cost and no more than one (1) time per year, review and examine Customer's records including but not limited to license usage. Customer shall provide access to all relevant data, files and information, specifically including access to Customer computer systems related to this Agreement. ***Feedback.*** If Customer provides any ideas, feedback, suggestions, materials, information, opinions or other input to Ansys (collectively, "Feedback"), Ansys has no obligation to review, consider or implement any such Feedback, all such submissions are made on a non-confidential basis, Ansys and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and Customer's hereby waives and agrees not to assert any so-called "moral rights" Customer may have in the Feedback. ***Entire Agreement.*** This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Except as specifically provided herein, this Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of the parties. Unless otherwise specified, the terms and conditions contained in this Agreement will take precedence over any conflicting provisions contained in any appendix or exhibit. The parties have required that this Agreement and all documents relating thereto be drawn up in English.