

Effective Date: September 26, 2022

User Terms of Use

1. SCOPE

ANSYS, Inc., together with its wholly owned subsidiaries and affiliates (collectively "**Ansys**") have created, own, and operate multiple websites, (each individually referred to hereunder as an "**Ansys Website**" and collectively "**Ansys Websites**"). The Ansys Websites allow you ("**You**" or "**Your**") and other users (each, a "**User**" and collectively, "**Users**") to access Ansys products and services, find information about Ansys, purchase and/or research Ansys products and services, obtain support for Ansys software and services, share information with Ansys and third parties, post comments, blog, provide reviews, and engage in conversations and activities related to Ansys products and services. The Ansys Websites also include information created and/or licensed by Ansys including but not limited to, text, images, trainings, whitepapers, webinars, graphics, audio and video, software, and other information (collectively "**Content**"). These User Terms of Use ("**Terms**") govern Your access and use of the Ansys Websites and Content.

2. Acceptance

Your access and use of the Ansys Websites is subject to and governed by these Terms and any other additional disclaimers, legal notices, agreements, or terms and conditions that may apply. If there is a conflict between these Terms and any additional terms, the additional terms shall control. By agreeing to the User Terms and Conditions as part of a registration process or by using any Ansys Websites You accept and agree to abide by these Terms.

Ansys reserves the right to modify these Terms at any time without notice. Any changes to these Terms will be effective immediately upon posting on this page, with an updated effective date. By accessing an Ansys Website after any changes have been made, You signify your agreement to the updated Terms.

3. Registration and Password

Some of the Ansys Websites and Content require that You register or otherwise provide certain information prior to gaining access. Such information may include personal data, such as your name, email address, location, and telephone number. Ansys will process such information in accordance with the Ansys Privacy Policy (www.ansys.com/privacy). You are responsible for and agree to provide Ansys with complete, accurate, and current information. You can correct or update Your information as needed.

You are solely responsible for the usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. If and to the extent the You become aware that third parties are misusing the Content, You shall notify Ansys thereof without undue delay.

4. Requirements

Access to the Ansys Websites is only available via an internet connection. For access to certain Ansys Websites, You may require appropriate user identification to gain access and all names must be provided to Ansys as needed. Once access is established, an access notification will be provided to the contact identified in the order form or to the registrant. Delivery shall be deemed complete when Ansys provides confirmation of access by email. To the extent applicable, access duration shall be as identified on the order. Ansys reserves the right to exclude any participant: (i) who does not fulfil such prerequisites, (ii) behaves in disorderly conduct or fails to observe any of Ansys' rules of participation, as applicable. No refund of fees shall be paid to You in such circumstances.

5. Confidentiality and Ownership

The Ansys Websites and all Content provided therein, inclusive of any commercial, technical information, and documentation which relate to foregoing are solely owned by and hereby reserved by Ansys and its partners, as applicable. You acknowledge and agree that the Ansys Websites and Content may not be (i) used for Your commercial use, (ii) produced or copied in any form or by any means or translated into another language without the prior written consent of Ansys, (iii) distributed to non-licensed users, and (iv) disassembled, decompiled, reverse-engineered, copied, translated, or used to make derivative works, or (v) used in any manner that could damage, disable, overburden, or impair any the Ansys Websites and related servers or networks. You may not attempt to gain unauthorized access to any Ansys Websites, servers, or networks, through hacking, password mining or any other unauthorized means.

6. Limitation of Liability

SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES. Ansys shall not be liable for damages of any kind, including any direct damages that may result from Your use of or access to the Ansys Websites provided therein. In no event will Ansys's aggregate liability exceed the total fees actually received by Ansys from You during the preceding twelve (12) months prior to the claim.

7. Feature Requests and Product Improvements.

You acknowledge and agree that any interaction with or feedback provided to Ansys, either directly stated or implied, may be used by Ansys to improve Ansys products and services in the future. Ansys shall be the sole owner of any and all developments, modifications, enhancements, changes or new proprietary information or intellectual property that is developed in relation to any Ansys software or related services ("Improvements"), including, without limitation, comments or feedback ("Feedback") that is provided by You to Ansys. Ansys shall have all rights associated any such Improvements and Feedback without recourse of reference to You.

8. Data Privacy

To provide access to certain Ansys Websites and Content, Ansys may process certain information that identifies or is identifiable to You (“Personal Data”). Ansys processes such Personal Data: (i) as a data controller on the legal basis of its legitimate interests to ensure compliance with these Terms; (ii) to, provide You access to certain Ansys Websites; (iii) to address customer support questions and concerns; and (iv) for Ansys’s own analytics and product improvement purposes. When providing Personal Data via the Ansys Websites, provide only the information necessary for your purpose and do not put Personal Data into any free-form text box unless requested. For additional information on how Ansys processes Personal Data, please see the Ansys Privacy Policy available at www.ansys.com/privacy.

Ansys is a family of businesses and, to the extent permitted by applicable law, may transfer your personal data outside of your original jurisdiction. Such transfers of Personal Data comply with applicable data protection laws, including, to the extent applicable, restrictions on cross-border data transfers.

As part of its provision of the Ansys Websites, Ansys may make certain information related to Your access and usage of the Ansys Websites, including records of courses taken and access logs to your employer or contractor (i.e., the entity or individual that submits the order governing your access to the Ansys Websites).

9. Export

You acknowledges and agrees that the certain Ansys Websites and Content are subject to U.S. laws and other applicable laws governing the export and/or re-export of the Content 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”). You warrant that You will remain in compliance with all Export Laws with respect to its access of and use of the Ansys Learning Hub and the Training Courses and acknowledges that Export Laws may change over time. You additionally warrant that You have not been, and are 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. You will not knowingly re-export, directly or indirectly, any Content or any technical data provided by Ansys to any destination or person or entity in violation of the Export Laws or these Terms.

10. Miscellaneous.

These Terms do not apply to any program(s) made available by Ansys or any partner for which a separate license and software license agreement is necessary. No variation to these Terms shall be binding unless agreed in writing by an authorized representative of Ansys. These Terms shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. You acknowledge that Ansys shall be entitled to seek injunctive relief in addition to all other remedies for any breach of these Terms.