

## CADFEM AIC TERMS AND CONDITIONS

The applicable CADFEM contracting entity listed **HERE** (hereinafter referred as “CADFEM”), and an individual or an entity that represented by the individual (hereinafter referred as “Customer”), agree to the following terms and conditions for use of CADFEM ecommerce website.

CADFEM entered into a contractual agreement with ANSYS to sell ANSYS offerings or Services through CADFEM’s e-commerce website.

Now, CADFEM agrees to undertake the following activities and its services or offerings to customers namely Ansys Innovation Certification Training Course(s), Certification(s), Cloud Access, and Badge(s), and other content made available for purchase to the customer/participant through it’s website for which these Terms and Conditions framed in each instance when Customer purchases access to an Offerings or Services.

By accepting the CADFEM website terms and conditions impulsively the following AIC terms and conditions of ANSYS are also applicable <https://www.ansys.com/legal/terms-and-conditions>. In the event of inconsistency, ANSYS Terms and Conditions will prevail.

### **1.Definitions:**

**Affiliate:** Any person or other entity directly or indirectly controlling, controlled by, or under common control of such company. A joint venture shall not be considered an Affiliate of either party.

**CADFEM website:** A website made available by CADFEM for purposes of providing the Services or Offering. <https://aicmarketplace.cadfem.in/>

**AIC Site:** A website made available by ANSYS for purposes of providing the Offerings to customers. <https://courses.ansys.com/>

**Ansys:** Means ANSYS, Inc. or ANSYS International LLC. or it’s affiliates.

**CADFEM:** Means CADFEM India Private Limited or CADFEM SEA Pte Ltd

**Badges:** An electronic certificate that shows a Named User’s completion and passing of a specific Certification issued to the Named User by Ansys and made available by Credly.

**Customer:** Means the entity or Individual identified on the License Form or Web Order Form on the CADFEM website.

**Certification:** Certification(s) offered in connection with the Training Course(s) inclusive of any Badges. If Customer purchases a Certification, the Certification Agreement set forth in Exhibit-A in ANSYS website terms

i.e. <https://www.ansys.com/legal/terms-and-conditions> also applies to its Named Users for whom Customer has procured a Certification.

**Cloud Access;** Access to cloud services that Customers may purchase with an Offering. Cloud Access is purchased by the Customer from CADFEM, the CADFEM is liable to provide the Cloud access to the customer.

**Contract User.** An individual or entity, not a regular employee of Customer, who is engaged to perform Customer's internal data processing services and accesses an Offering in further support of such activities. If Customer is a university or academic institution, Customer may permit individuals who are students at such academic facility or university to access and use the Offering(s). Such students will be considered Contract Users of Customer.

**Named User.** An employee or Contract User of the Customer through CADFEM, as applicable, which: (i) has been authorized by the Customer to be a user of this website and to access Offerings purchased by the Customer; and (ii) is identifiable as a unique user by their e-mail address.

**Fees.** The fees payable by Customer to CADFEM, as applicable, for access to an Offering or Cloud Access.

**License Form.** Any document referencing these Terms which (i) is signed by ANSYS and the Customer, and (ii) incorporates the terms and conditions set forth herein. Each License Form will be treated as a separate agreement.

**Order.** Order means an order for the Services and Additional Services placed by customer on CADFEM website

**Services:** The applicable Training Course(s), Certification(s), Cloud Access, and Badge(s), and other content made available for purchase on CADFEM website.

**Personal Data:** Any information relating to an identified or identifiable natural person that is processed in accordance with these Terms.

**Programs.** Software made available by either CADFEM or ANSYS, as applicable. Program(s) are made available to Customer under a separate agreement.

**Training Course.** Non-exclusive training courses provided by CADFEM through Ansys or a Training Partner which aim to provide additional tools/resources/materials to improve a Named User's use of Programs.

**Training Partner.** A third-party providing Training Course(s) pertaining to either Ansys Programs or such party's own Program(s) through AIC website.

**1.Subscription Procedure:** Customer or Participant can order or subscribe an Offering by submitting an Order in CADFEM website. The Order shall identify the Fees for the type of Offering subscribed. Upon receipt of an Order, CADFEM shall provide the access to customer for the offering in accordance with the type of offering ordered by Customer. The type of offering shall be identified on the Order

and the Order shall be deemed complete when evidence of payment is submitted. A Named User's access to any offering and cloud Access, as applicable, after an order is accepted is limited to the time identified on the AIC. After such time period has expired the Named User will no longer have access to a specific Offering and Cloud Access, as applicable. Each Named User must have an appropriate user identification to gain access to the AIC Site or CADFEM Site. Once the Named User's account is established and their Order is accepted, the Named User will receive a confirmation email. The Offering and/or Cloud Access may not be available: (i) in certain regions; and (ii) to Customer or a Named User if such availability would violate any applicable laws. In the event that an Offering or Cloud Access is not available to Customer, Customer's Order will not be accepted.

**2. Ownership of Confidential Information:** Customer agrees that all Confidential Information shall remain the property of CADFEM or ANSYS or Training Partner or its affiliates, and that CADFEM or ANSYS or Training Partner or its affiliates may use such Confidential Information for any purpose without obligation to Customer. Nothing contained herein shall be construed as granting or implying any transfer of rights to Customer in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

3. CADFEM or Ansys has liberty to (i) modify any offering available on the CADFEM Site or AIC Site from time to time, and (ii) amend the content of any Offering without notice to Customer to correct. A Training Course provided by a Training Partner may be removed by Ansys at the request of the Training Partner. To the extent that an Offering is removed from the AIC Site, Ansys shall inform Customer by including a note in the applicable Offering description ten (10) days prior to removing the Offering.

**4. Disclaimer of Warranty:** The CADFEM site offering through AIC Site and each Offering provided therein are provided by Ansys and its Training Partners, as applicable, to Customer and its Named Users on an "as is" and "as available" basis. The offering is made available to Customer and its Named Users by Ansys for a fixed period of time, as further specified on the specific product page(s) for the Offering. Ansys does not warrant the accuracy or completeness of any offering nor any links or the information, text, graphics, links, or other items contained within an Offering. Ansys and its Training Partners disclaim all warranties either express or implied, including without limitation, any implied warranties of merchantability or fitness or suitability for any purpose (whether or not Ansys or its Training Partners have reason to know, have been advised of, or are otherwise in fact aware of any such purpose) or non-infringement, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing.

**5. ANSYS or Training Partner Content:**

Through the Services or offerings, Customer will have the ability to access and/or use content provided by ANSYS or Training Partner, and links to websites and services maintained by ANSYS or Training Partner. CADFEM cannot guarantee that such content or offerings by ANSYS or Training Partner., CADFEM disclaims any responsibility or liability related to customer access or use of, or inability to access or use, such ANSYS or Training Partner content.

## **6. Payment and Refunds:**

Information relating to electronic transactions entered via the CADFEM Website shall be protected by encryption technology. CADFEM partnered with popular secure payment gateways namely Razorpay, Stripe and others payment gateways listed on the payment page . The CADFEM Website cannot interfere and does not interfere with the payment gateway mechanism/tools/application. The CADFEM Website has no access to the information that Customer may enter for making the payment through the payment gateway. Customer transaction and banking details or other information as required for internet banking or other payment instruments are held by our Payment Gateway partner. By creating a link to a payment gateway, CADFEM do not endorse the payment gateway, nor CADFEM is liable for any failure of products or services offered by such a payment gateway. Such a payment gateway may have a privacy policy different from than ours. All failures/errors/omissions of the payment gateway shall be solely on the payment gateway. The customer hereby consent that customer shall not claim any liability from the Website for any disputes that you may have with the payment gateway for any wrong doing of the payment gateway. Amount once paid through the payment gateway shall not be refunded other than in the case of Multiple times debiting a customer's card or customer's account being debited with an excess amount in a single transaction. In such cases, the excess amount will be refunded to the customer. Please **click** here to know about our Refund Policy.

**7. Termination:** CADFEM may terminate this agreement immediately upon written notice or by email to the customer in the event that: (1) If Ansys is no longer able to provide the offerings ordered by the Customer (2) Customer is airing content that would violate any local, state or federal rules, regulations or laws; or (3) CADFEM is no longer providing satellite time to third parties. Customer understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.

**8. Non-assignability.** Customer's access and use of the AIC Site and any Offering is non assignable, nonexclusive, and non-transferable. Customer shall not assign these Terms or any Order to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of CADFEM or Ansys. Customer shall hold CADFEM, Ansys and its Training Partners harmless from and against all losses, damages, liabilities as a result of Customer's non-compliance with this

**9. Customer Data.** Customer agrees that any Data Customer provides to via CADFEM site or the AIC Site or otherwise related to either the AIC Site or a Training Course may be used for the following purposes: (i) performance of any required compliance activities with respect to Customer's purchase of any Offering or Cloud Access, (ii) processing payment and delivering the AIC Site and Training Courses Customer purchased, (iii) providing Certification exams and issues Badges and credentials, (iv) product improvement (in particular, features and functionality, workflows and user interfaces for the AIC Site and any Training Course(es) and development of new Ansys products and services), (v) improving Ansys resource allocation and support, (vi) internal demand planning, (vii) training and developing machine learning algorithms, and (viii) identification of industry trends and developments, creation of indices and anonymous benchmarking.

**10. Feature Requests and Product Improvements:** Customer acknowledges and agrees that any interaction with or feedback provided by Customer or its Named Users to CADFEM or ANSYS, including any Data, either directly stated or implied, may be used by CADFEM or 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 Customer or its Named Users to CADFEM. Ansys shall have all rights associated with any such Improvements and Feedback without recourse of reference to Customer or its Named Users.

**11. Data Privacy:** CADFEM will use Customer Data only for the purpose of performing the Services or Offerings and fulfilling its duties under this terms and will not use, sell, rent, transfer, distribute, alter, mine, or disclose such data, including Anonymized Data, to any third party without the prior written consent of the Customer, except as required by law. If Customer consents in writing to CADFEM use of Anonymized Data, then CADFEM agrees not to attempt to re-identify the Anonymized Data.

Personal information of the customer provided to CADFEM through the Services or Offerings is governed by **CADFEM Privacy Policy**. Customer election to use the Service indicates customer acceptance of the terms of the **CADFEM Privacy Policy**. Customers are responsible for maintaining confidentiality of username, password and other sensitive information. Customers are responsible for all activities that occur in customer’s user account and customer agrees to inform us immediately of any unauthorized use of customer’s user account by email to [aic-support@cadfem.in](mailto:aic-support@cadfem.in). CADFEM is not responsible for any loss or damage to customer or to any third party incurred as a result of any unauthorized access and/or use of customer user account, or otherwise.

12. CADFEM has contracted with ANSYS to resell certain Offerings. In connection with the Offerings and Cloud Access, if Customer purchases any Offering and/or Cloud Access from a CADFEM, the CADFEM is responsible for: (i) providing Cloud Access to Customer, and ii) accepting payment from Customer for any Offering and/or Cloud Access.

**13. Sanctions and Export Controls:**

Customer warrant that it is not located in, or ordinarily reside in, any country that is subject to applicable U.S. laws and regulations preventing CADFEM or ANSYS from providing Customer access to the Services. Customer location is determined by customer physical location. Use of a virtual private network service, IP routing services, or other similar service for the purpose of circumventing these laws is strictly prohibited.

The both Parties, Customer and CADFEM represent and warrant that they are aware of, and undertake in carrying out their obligations under this Agreement and the agreements referred to within this Agreement that they will not violate and prevent becoming exposed to penalties under, all sanctions, export control, and anti-boycott

laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any other country with jurisdiction over activities undertaken in connection with this Agreement, if applicable ("Sanctions & Trade Controls"). Each Party undertakes that, at all times, in the performance of their obligations under this Agreement and the agreements referred to within this Agreement, they will not take any action that causes the other Party to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls. Neither Party shall be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited under any Sanctions & Trade Controls (as defined).

Notwithstanding anything to the contrary in these Terms, CADFEM may terminate any further obligations to customer, effectively immediately if customers are in breach of the obligations in this section.

**14. Intellectual Property Ownership.** The Customer acknowledges that all right, title and interest on the CADFEM website remain with CADFEM and its affiliates, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the offerings could materially and irreparably harm to CADFEM

#### **15. LIMITATION OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CADFEM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) CUSTOMER ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE CADFEM PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF CUSTOMER CONTENT OR INFORMATION. IN NO EVENT SHALL CADFEM'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED FIFTY U.S. DOLLARS (\$50) OR THE TOTAL AMOUNT OF FEES RECEIVED BY CADFEM FROM CUSTOMER FOR THE USE OF PAID OFFERINGS DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

CUSTOMER ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE CUSTOMER AND CADFEM, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO CADFEM'S ABILITY TO MAKE THE SERVICES AVAILABLE TO CUSTOMER ON AN ECONOMICALLY FEASIBLE BASIS.

CUSTOMER AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **16. Jurisdiction:**

The governing law and jurisdiction that will apply in case of any dispute or lawsuit arising out of or in connection with this Agreement, will depend on customer billing address for paid services and customer state or country of domicile in all other cases. Accordingly, each party agrees to the governing law (without regard to choice or conflicts of law rules) and to the exclusive jurisdiction of the courts mentioned **herein** in case of any dispute or lawsuit arising out of or in connection with this Agreement .

Except as provided the link in first paragraph, all the parties agree that the courts of Singapore are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counter claims) which may arise in connection with the creation, validity, effect, interpretation, or performance of, or of legal relationships established by, this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the Singapore courts.

17. The CADFEM provides these Terms and Conditions so that Customer is aware of the terms that apply to Customer use of offerings available in the CADFEM Website . Customer acknowledge that, the CADFEM has given a reasonable opportunity to review these Terms and Conditions.

18. **Illegal Use.** The Offerings which is ordered by the customer may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is libelous, defamatory, constitutes an illegal threat, violates export control laws or regulations or encourages conduct that would constitute a criminal offense or give rise to civil liability as well as other applicable laws will be attracted

**19. Trademark:** 'CADFEM', CADFEM logo, are trademarks of CADFEM Germany GmbH. Customer agree not to display or use, in any manner, the CADFEM trademarks, without CADFEM's prior permission

**20. Modification of Terms of Service:** CADFEM may modify this Agreement upon notice to customer at any time through a announcements or by sending email to registered email address. If we make significant changes to the Agreement that affect customer rights, customer will be provided with at least 30 days advance notice of the changes by email. Customer may terminate the use of the Services by providing CADFEM notice by email within 30 days of being notified of the availability of the modified Agreement if the Agreement is modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, customer will be entitled to prorated refund of the unused portion of any Offerings. Customer continued use of the Service after the effective date of any change to the Agreement will be deemed to be customer agreement to the modified Agreement.