

**Last Updated: 12/1/2023**

## **ANSYS INNOVATION CERTIFICATIONS MARKETPLACE TERMS AND CONDITIONS OF USE**

By clicking accept and submitting an Order, you (hereinafter “You” or “Your”, as applicable) accept these Ansys Innovation Certifications Marketplace Terms and Conditions of Use (the “Terms”). These terms are between You and ANSYS, Inc. with offices at 2600 ANSYS Drive, Canonsburg, PA 15317 and its affiliates (hereinafter “Ansys”).

### **1. Definitions.**

**AIC Site.** A website made available by Ansys for purposes of providing the Offering.

**Badges.** An electronic certificate that shows Your completion and passing of a specific Certification issued to You by Ansys and made available by Credly.

**Certification.** Certification(s) offered in connection with the Training Course(s) inclusive of any Badges. If You purchase a Certification, the Certification Agreement set forth in Exhibit A also applies.

**Channel Partner.** An unaffiliated business entity that is authorized by Ansys to resell access to the Offerings. Channel Partner(s) may provide Offerings and Cloud Access in certain regions.

**Channel Partner Site.** A website made available by a Channel Partner that allows You to purchase access to an Offering through a Channel Partner.

**Cloud Access.** Access to cloud services that You may purchase with an Offering. Cloud Access is purchased by You from Ansys or a Channel Partner, as applicable, and provided by a third party cloud provider. If you purchase Cloud Access from Ansys directly, the Cloud Terms set forth on <https://www.ansys.com/legal/terms-and-conditions/microsoft-software-license-agreement> and any additional terms as provided by Microsoft shall also apply to your use of Cloud Access. These Terms allow You to purchase Cloud Access in connection with an Offering from Ansys, however You expressly acknowledge and agree that any such Cloud Access purchased by You from a Channel Partner (if applicable), is subject to separate terms and conditions between You, the Channel Partner and the third-party cloud provider.

**Data.** Any content, materials, data and information that You provide to Ansys in connection with the AIC Site.

**Fees.** The fees payable by You to Ansys or a Channel Partner, as applicable, for access to an Offering or Cloud Access.

**Order.** Your selected Offerings to purchase via the electronic shopping cart made available to You by Ansys or a Channel Partner, when applicable.

**Offering.** The applicable Training Course(s), Certification(s), Cloud Access, and Badge(s), and other content made available for purchase on the AIC Site. With respect to any Offerings purchased

through a Channel Partner, the applicable Offering(s) are purchased via the Channel Partner's Site. The Offering may include a bundled solution (e.g. Training Course(s), Cloud Access, Certifications, and/or Badge(s) that are sold as one combined bundle) that are more particularly described on the AIC Site or Channel Partner Site, as applicable.

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

**Processing.** Any operation performed on Personal Data, including collection, use, transfer, or disclosure.

**Programs.** Software made available by either Ansys or a Training Partner, as applicable. Program(s) are made available to You under a separate agreement.

**Training Course.** Non-exclusive training courses provided by Ansys or a Training Partner which aim to provide additional tools/resources/materials to improve your use of Programs. Such classes are made available by Ansys to you on the AIC Site and illustrate how to use the Program(s).

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

**2. Order Process.** You can access an Offering or Cloud Access by submitting an Order and paying the applicable Fees to Ansys or a Channel Partner, as applicable. Provided that your Order is accepted, you will receive access to an Offering and Cloud Access, as applicable, within twenty-four hours of purchase. If your Order is not accepted for any reason, You will receive notice from Ansys or the Channel Partner, if you have purchased an Offering or Cloud Access through a Channel Partner. Your access to any Offering and Cloud Access, as applicable, after an Order is accepted is limited to the time identified on the AIC Site. After such time period has expired You will no longer have access to a specific Offering and Cloud Access, as applicable. You must have an appropriate user identification to gain access to the AIC Site. Once Your account is established and your Order is accepted, You will receive a confirmation email. The Offering and/or Cloud Access may not be available: (i) in certain regions; and (ii) to You if such availability would violate any applicable laws. In the event that an Offering or Cloud Access is not available to You, Your Order will not be accepted.

By agreeing to the Terms, You accept and agree to abide by these Terms and that you are at or above the applicable age of majority. Traditionally, eighteen (18) is the age of majority in most countries.

**3. AIC Site Requirements.** Access to the AIC Site, any Offering, and Cloud Access is only available via an internet connection.

**4. Ansys Programs Support and Maintenance.** You acknowledge that access to any Offering is not included as part of the fees paid for support and maintenance of any Ansys Program(s).

**5. Confidentiality & Ownership.** The AIC Site and any Offering provided therein (excluding any Badges which are provided by Credly and any Cloud Access which is purchased from Ansys or a Channel Partner, as applicable), inclusive of any commercial, technical information, and

documentation which relate to the foregoing are solely owned by and hereby reserved by Ansys and its Training Partners, as applicable. You only receive a limited license to use the AIC Site and any Offering pursuant to these Terms. Under no circumstances may the whole or any part of the AIC Site, any Offering, or documentation (if applicable and available) of the foregoing be produced or copied in any form or by any means or translated into another language without the prior written consent of Ansys. The AIC Site and Offering (excluding any Badges and Cloud Access) are confidential information of Ansys and its Training Partners and You agree not to disclose this information to any third party or use such information except as expressly permitted herein. You are permitted to use any Offering (excluding any Badge(s)) and the AIC Site solely for your own internal training purposes. You acknowledge that it is a violation of these Terms to distribute AIC Site or Offering documentation (if applicable and available), and any Offering, Program(s), links, or passwords to anyone else. You shall not disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the AIC Site or any Offering.

**6. Changes.** Ansys reserves the right to: (i) modify any Offering available on the AIC Site from time to time, and (ii) amend the content of any Offering without notice to You to correct errors. 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: (a) inform You by including a note in the applicable Offering description ten (10) days prior to removing the Offering; and (b) in the event that You have already paid for an Offering that is subsequently removed from the AIC Site prior to You accessing such Offering, please contact Ansys at the email address identified in Section 9 below for a refund of Your purchase price paid for such Offering. If you've purchased an Offering from a Channel Partner, contact the Channel Partner directly to request a refund of Your purchase price paid for such Offering.

**7. Disclaimer of Warranty.** The AIC Site and each Offering provided therein are provided by Ansys and its Training Partners, as applicable, to You on an "as is" and "as available" basis. The Offering is made available to You 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.

**8. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANSYS AND ITS TRAINING PARTNERS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ANSYS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY

**APPLICABLE LAW, THE AGGREGATE LIABILITY OF ANSYS AND ITS TRAINING PARTNERS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR LICENSORS, RELATING TO THE OFFERING WILL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY YOU WITH RESPECT TO THE PARTICULAR OFFERING THAT IS THE SUBJECT OF THE CLAIMED LIABILITY. THE LIMITATIONS AND EXCLUSION ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN TYPES OF DAMAGES AND, IN SUCH EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBIT BY LAW. WITH RESPECT TO CLOUD ACCESS PROCURED THROUGH ANSYS, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY CLOUD ACCESS IN ACCORDANCE WITH ANY TERMS AS PROVIDED BY MICROSOFT. SOME CLAUSES OF THIS SECTION MAY NOT BE ENFORCEABLE IN YOUR JURISDICTION ACCORDING TO LOCAL LAW.**

**9. Refunds.** You may request a refund for an Offering if You are dissatisfied with Your purchase for any reason and contact Ansys at [aic-refunds@ansys.com](mailto:aic-refunds@ansys.com) within fourteen (14) days of purchase (the “Refund Request Period”) to receive a refund in full. You may request a refund for Cloud Access provided that: (i) your request is made during the Refund Request Period; and (ii) you have not used any portion of the Cloud Access purchased, otherwise there are no refunds for Cloud Access. Refunds may take up to four (4) business days to process. If Your refund was approved but You have not received it after four (4) business days, first check Your credit card. Then contact Your credit card provider. There is often some processing time before a refund is posted. If You have completed all of these steps and You still have not received your refund, please contact us at [aic-refunds@ansys.com](mailto:aic-refunds@ansys.com). Your access to an Offering will be cancelled upon submitting a refund request. Ansys shall not be liable for any failure to provide a Training Course due to causes or conditions beyond Ansys’ reasonable control. In the event that you have purchased an Offering and/or Cloud Access from a Channel Partner, you can request a refund for an Offering in accordance with the Channel Partner’s refund policy.

**10. Termination.** Ansys hereby reserves the right to cancel Your access to and license to use any Offering available on the AIC Site in the event that You breach these Terms. Ansys shall provide You with notice in such event. You should immediately cease use of any Offering and delete any tangible or electronic embodiments of such information in your possession. Your login credentials to the AIC Site will be revoked in such instance.

**11. Badges.** After earning a particular Badge subject to the criteria set forth by Ansys and to the extent that a Badge is offered as part of a particular Offering that you Ordered, You will be invited to create an account on the Credly system, subject to acceptance of the Credly Terms of Service applicable at that time. Credly may communicate directly with You regarding the availability, management, and use of your Badges.

**12. Non-assignability.** Your access and use of the AIC Site and any Offering is nonassignable, nonexclusive, and non-transferable. You 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 Ansys.

You shall hold Ansys and its Training Partners harmless from and against all losses, damages, liabilities as a result of your non-compliance with this provision.

**13. Your Data.** You agree that any Data You provide to Ansys or a Training Partner via 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 Your purchase of any Offering or Cloud Access, (ii) processing payment and delivering the AIC Site and Training Courses You 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, (viii) identification of industry trends and developments, creation of indices and anonymous benchmarking.

**14. Feature Requests and Product Improvements.** You acknowledge and agree that any interaction with or feedback provided by You to Ansys, including any Data, 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.

**15. Data Privacy.** To the extent that any Data You provide to Ansys or a Training Partner via the AIC Site contains Personal Data, such Personal Data will be processed in accordance with the Ansys privacy notice (available at [www.ansys.com/privacy](http://www.ansys.com/privacy)). The AIC Sites are primarily operated and managed on servers located and operated within the United States. Accordingly, by submitting Your Personal Data to Ansys, you are sending your Personal Data outside of the country where you reside or are located, including to the United States. Ansys shall ensure that any transfers of such Personal Data comply with all applicable data protection laws, including, to the extent applicable, restrictions on cross-border data transfers under the General Data Protection Regulation (Regulation (EU) 2016/679) and other applicable laws. Ansys will keep your Personal Data for six (6) months unless applicable laws permit or require further retention. Note that some clauses in this section may not be enforceable in your jurisdiction under local law.

If Your access to the AIC Site and the Offerings was purchased by a corporate or educational entity, Your access and usage information is accessible to such entity. Please note that, in connection with the Offerings and Cloud Access, if You purchase any Offering and/or Cloud Access from a Channel Partner, any Personal Data submitted to such Channel Partner in connection with Your purchase shall be processed in accordance with the Channel Partner’s privacy policy. If you proceed with the purchase, you are deemed to have read and understood the Channel Partner’s privacy policy.

**16. CHANNEL PARTNERS.** Ansys has contracted with Channel Partner(s) to resell certain Offerings. In connection with the Offerings and Cloud Access, if You purchase any Offering and/or Cloud Access from a Channel Partner, the Channel Partner is responsible for: (i) providing

Cloud Access to You, and ii) accepting payment from You for any Offering and/or Cloud Access via the Channel Partner Site and for processing refunds for such purchases to You. **IF YOU PURCHASE CLOUD ACCESS THROUGH A CHANNEL PARTNER, NO CLOUD ACCESS IS PROVIDED BY ANSYS TO YOU UNDER THIS AGREEMENT. YOUR PURCHASE OF ANY SUCH CLOUD ACCESS IS ENTIRELY BETWEEN YOU AND THE CHANNEL PARTNER.**

**17. Export.** You acknowledge and agree that the AIC Site, Training Courses and associated material provided therein are subject to U.S. laws and other applicable laws governing the export and/or re-export of the Training Courses 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 Your access of and use of the AIC Site and any Offering and acknowledge 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 Offering or any technical data provided by Ansys to You to any destination or person or entity in violation of the Export Laws or these Terms. Some clauses of this section may not be enforceable in your jurisdiction according to local law.

**18. Miscellaneous.** These Terms do not apply to any Program(s) made available by Ansys or any Training Partner for which a separate license and software license agreement is necessary. No variation to an Order or these Terms shall be binding unless agreed in writing between the authorized representative of Ansys. These Terms shall be governed by and construed under the internal substantive laws of the Commonwealth of Pennsylvania without regards to conflicts of laws principles. You acknowledge that Ansys shall be entitled to seek injunctive relief in addition to all other remedies for any breach of these Terms by You. These Terms constitute an electronic record generated by a computer system and do not require any physical or digital signatures. This is a legal agreement between You and Ansys which governs your access to the Offerings made available on the AIC Site.

**19. Additional Terms and Conditions for Offerings Purchased by a Customer.** In addition to these Terms, the following additional terms and conditions shall apply to any Offering that is purchased by a legal entity of any type (a “Customer”). For purposes of a Customer submitting an Order, the defined term “Order” will also include any purchase made by a Customer without use of an electronic shopping cart (i.e. a Purchase Order). Customer shall not permit use of the AIC Site or any Offering other than by its employees or Contract Users. For purposes hereof, “Contract Users” shall mean 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. In addition to its employees and Contract Users, if Customer is a university or academic institution, Customer may permit individuals who are students at such

academic facility or university and at least eighteen years (18) of age to access and use the Offering(s). Such students will be considered Contract Users of Customer. If students are under the applicable age of majority, Customer must ensure it has proper authorizations to share their Personal Data, including student's or parental consent, as applicable. **Confidentiality.** Every person using the AIC Site must be licensed under these Terms for accessing, downloading, or using the AIC Site. Customer's employees, Contract Users, and others who have access to the Training Courses on the AIC Site must be informed of Ansys' and its Training Partner's intellectual property rights. Customer is responsible for the use of the Training Courses and the AIC Site by Contract Users and for ensuring that the Contract Users (i) use any Offering and the AIC Site only for internal training activities of the Customer and (ii) agree to and comply with these Terms. **Export.** Customer warrants that Customer and its Contract Users will remain in compliance with all Export Laws with respect to its access of and use of the AIC Site and any Offering and acknowledges that Export Laws may change over time. Customer (including its Contract Users) additionally warrants that Customer 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. Customer is solely responsible for Customer's Contract Users and neither Customer nor its Contract Users will knowingly re-export, directly or indirectly, any offering or any technical data provided by Ansys to Customer to any destination or person or entity in violation of the Export Laws or these Terms. **Data Privacy.** As part of its provision of the AIC Site and the Offerings made available therein, Ansys may also make certain Usage Information of Named Users available to Customer. In the event that Customer is not a Named User or Contract User accessing the Training Course(s) and the AIC Site, Customer hereby represents and warrants that it shall provide sufficient notice to all Named Users of Ansys's processing of the Personal Data as described in these Terms. For purposes hereof, "Named User" means an employee or Contract User of Customer, who has been authorized by Customer to be a user of the AIC Site and who is identifiable as a unique user by their e-mail address; and "Usage Information" means any information relating to a Named User's access and usage of the AIC Site including records of courses taken and access logs. **Miscellaneous.** To the extent applicable, any terms and conditions set forth in Customer's purchase order or other standardized form provided by Customer to Ansys are hereby excluded. These Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees. No variation to an Order or these Terms shall be binding unless agreed in writing between the authorized representative of Ansys and Customer.

## Exhibit A

### Certification Agreement

These terms and conditions (hereinafter the “Certification Agreement”) apply to the Ansys Certification (the “Program”) and are in addition to the Terms.

By clicking on “I agree” (or a similar button) or by registering for or accessing any Exam, You confirm acceptance of this Certification Agreement and all program policies, if any, provided or otherwise made available to You, and You agree to be bound by this Certification Agreement. If You do not agree, You do not have the right to access or take an Exam, participate in the Program or receive an Ansys Certification.

#### 1. Definitions

**Ansys Certification.** The certification You receive upon successfully completing an Exam.

**Badge.** An electronic certificate that shows Your completion and passing of a specific Certification issued to You by Ansys and made available by Credly.

**Exam.** An exam offered by Ansys pertaining to specific Training Course(s).

**Exam Content.** All components of any Exams, including but not limited to questions, answers, testing procedures, images, graphs, and diagrams.

**You.** The individual taking an Exam, who will be the sole holder and recipient of a Certification.

**1. Intellectual Property Ownership.** All Exam Content is the exclusive and confidential property of Ansys and Ansys retains all rights, title and interest (including intellectual property rights) in and to the Exam Content. No content of an Exam may be copied, photographed, reproduced, modified, published, uploaded, transmitted, or distributed in any way. The confidentiality provisions as set forth in the Terms apply to all Exam Content. Ansys Certification(s) are posted in the names of individuals, not entities. No entity may claim association with a particular Ansys Certification.

**2. Conduct.** You agree not to take any action that could compromise the confidentiality of any Exam, Exam process, or Exam answers. Prohibited actions include, but are not limited to: (i) distributing actual or purported Exam Content or substantive descriptions of Exam Content, by any verbal or written means, including but not limited to internet web postings, formal or informal test preparation, discussion groups, paper copies, chat rooms, forums, or social networking sites; (ii) seeking and/or obtaining unauthorized access to Exam Content, including via the internet or in person; (iii) providing incomplete or falsified information or documentation during registration; (iv) use of any equipment, including but not limited to, cellular phones, laptop computer, hand-held computers/devices, books, notes, paper, writing materials, and any device that may be used to record data or capture images, for the purpose of recording data or capturing Exam images; (v) giving, receiving, or obtaining unauthorized assistance of any kind during the Exam test process; (vi) altering or misrepresenting Your status as an Ansys Certification individual within the Program to any individual or entity; (vii) allowing, hiring, or soliciting others to take an exam on



Your behalf; or (vii) committing any other act or omission that would bring disrepute on Ansys or the Program.

**3. Badges.** If You successfully pass an Exam as communicated by Ansys to You, You will be issued a Badge (made available by Credly) to access Your Ansys Certification. By use of the Badge, You consent to Ansys' sharing of Your name, email address, any earned Certification(s), and any pertinent information with Credly. The Badge can be used in the following approved methods: (a) with Your email signature; (b) featured on Your social media account (LinkedIn, Facebook, Twitter, Google, etc.); (c) within Your contact information in a digital presentation or document (PowerPoint, PDF, etc.). You may not do any of the following with Your Badge: (i) modify the text of the digital badge, (ii) modify the code embedded in the Badge; or (iii) cause the Badge to link to another web address;.

**4. Exams. Scoring.** Ansys also reserves the right to have certain questions be unscored test questions. You will not be informed as to which questions are unscored, if applicable. Exam results will reflect Your performance on the scored questions only. **Retake.** Exam retake process and procedures are in place to protect the integrity of the Exam Content. If You do not achieve a passing score the first time You take an Exam, You may take the Exam one (1) additional time (a "Retake"). If You do not pass the Exam after the Retake, You can submit a new Order to Ansys for an Exam subject to this Agreement and the Terms.

**5. Violations of this Agreement.** If Ansys, in its sole discretion, determines that You have violated this Agreement, Ansys may: (a) revoke any and all Ansys Certification(s); (b) place a temporary or permanent ban on You from taking future Exams; and/or (c) revoke previously earned Ansys Certification(s). If Your Certification is revoked, You must immediately refrain from further use of any Ansys Certification, Badges, or titles, and must immediately remove any such items from any documents, materials, computer systems, or social media. You agree to pay Ansys any and all costs and expenses to resolve violations by You of this Agreement, including any and all direct or indirect expenses, fees, or other costs incurred by Ansys as a result of claims, actions or litigation resulting from the violation. Notice of a violation and sanctions will be sent to Your email address on file with Ansys. All decisions are final and there is no appeals process.