

Last Updated: June 5, 2024

Ansys Virtual Labs Terms of Use

READ THESE ANSYS VIRTUAL LABS TERMS OF USE (THE “AGREEMENT”) CAREFULLY BEFORE PROCEEDING. THIS IS A LEGALLY BINDING CONTRACT THAT YOU ARE ACCEPTING AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY, AND IT INCLUDES DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY.

This Agreement is entered into by and between your Company (the “Company”) and Ansys, and governs Company’s access to and use of the Ansys Virtual Labs platform and services for providing pre-configured virtual machines for the purpose of training and demonstration, including any content, functionality, training, demonstrations, tutorials, and other services offered through or in association with the preceding (collectively, the “Platform”). For the sake of clarity, this Agreement applies solely to the Platform, and in no event shall any commercially available support or software product or service of Ansys be considered part of the Platform.

By accepting this Agreement you are acting as Company’s authorized representative and legally binding Company to the terms and conditions contained in this Agreement and, to the extent applicable, to the terms of the Ansys Global Privacy Notice (<https://www.ansys.com/legal/privacy-notice>).

This Agreement may be accepted by (A) a written indication that you have reviewed and accepted the terms of this Agreement, (B) an electronic acceptance such as by clicking or selecting a button, checkbox, or other control to acknowledge or accept the terms of this Agreement when prompted to do so, or (C) any other action that reasonably shows your acceptance of this Agreement, such as your access to or use of the Platform, or your request for another to do the same on your or Company’s behalf.

IF YOU DO NOT WANT TO ACCEPT THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER, OR AUTHORITY TO ACT ON BEHALF OF AND BIND COMPANY, DO NOT ACCEPT THE AGREEMENT IN ANY OF THE MANNERS DESCRIBED IN THE PRECEDING PARAGRAPH.

1. DEFINITIONS

- (a) “Affiliate” means any person or entity directly or indirectly controlling, controlled by, or under common control with a party. Control means the power to direct the management of such entity, either by majority of voting rights or otherwise.
- (b) “Ansys” means ANSYS, Inc. for any access to Platform granted within the United States and ANSYS International LLC for any access to the Platform granted outside of the United States.
- (c) “Background IP” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by a party in connection with the Demonstration, in each case developed or acquired by such party prior to the commencement or independently of this Agreement.
- (d) “Company” means the person or entity (e.g., a company with which you are related as an employee, consultant, or other agent) entering into this Agreement through acceptance by you, its authorized representative, including any Affiliates that the authorized representative accepts on behalf of.
- (e) “Company Data” means Company’s models, specifications, designs, documents, or other information that Company (i) itself transmits or otherwise introduces to the Platform, or (ii) instructs Ansys or a third party to transmit or otherwise introduce to the Platform.
- (f) “Demonstration” means a demonstration of Ansys’ software, services, or both that is requested by Company and provided by Ansys, and that makes use of the Platform, whether in the form of a software demo, tutorial, training course, or other form.
- (g) “Export Laws” means applicable laws and regulations that govern the export, reexport, and transfer of commodities, software, technology, and services.

- (h) “Personal Data” means any information relating to an identified or identifiable natural person.
- (i) “Purpose” means the use of the Platform as part of a Demonstration under guidance and instruction from Ansys and for Company’s internal business purposes only, which does not include use of the Platform for providing data processing services to third parties, serving as an application service provider, or providing batch processing services, or using the Platform to create a competing or similar product or service.
- (j) “Restricted Person” means any person or entity that is (i) the target of Sanctions, including any person identified on OFAC’s Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or any other Sanctions-related list maintained by a Sanctions authority; (ii) organized, located, or resident in a restricted territory; (iii) identified on a list administered under Export Laws; or (iv) owned or controlled by any person or entity described in clause(s) (j)(i) – (iii).
- (k) “Sanctions” mean economic, financial and trade sanctions administered or enforced by the United States (including OFAC, U.S. Department of State, and U.S. Department of Commerce); European Union and each member state thereof; United Kingdom (including His Majesty’s Treasury); and United Nations Security Council.
- (l) “Third Party Component” means any part, function, or service used by the Platform that is provided by a third party, and includes at least (i) virtual training solutions provided by ReadyTech Corporation, and (ii) virtual machine hosting provided by Microsoft Corporation or a similar third party.

2. USE OF THE PLATFORM

- (a) Subject to Company’s continued compliance with the terms and conditions of this Agreement, Ansys grants to Company a non-exclusive, non-assignable, non-transferable, and non-sublicensable license to access and use the Platform solely for the Purpose. All rights not expressly granted hereunder are reserved by Ansys. Ansys may throttle, limit, disable, suspend, or terminate Company’s access to the Platform at any time for any reason or no reason without notice. Upon expiration or termination of this Agreement, Company shall immediately cease any access or use of the Platform.
- (b) Company will use the Platform only as instructed by Ansys as part of a Demonstration. Depending on the nature of the Demonstration, data such as models, blueprints, designs, specifications, and other documents and information may be provided to the Platform for use in the Demonstration. Ansys can provide generic examples of such data for use with the Demonstration, or Company may provide its own Company Data for use with the Demonstration.
- (c) If Company chooses to provide its own Company Data, Ansys recommends that Company select examples that are publicly available, non-confidential, and/or of low sensitivity as the functionality of the Platform itself prevents Ansys from providing any warranty or guarantee that Company Data will remain confidential and not be disclosed to third parties. Notwithstanding anything to the contrary, Ansys will not, without Company’s written permission, retain Company Data beyond the completion of the Demonstration, or use any Company Data for any purpose other than to provide the Demonstration. Company acknowledges and agrees that it is solely responsible for (i) any loss or disclosure of Company Data, and (ii) ensuring that use of Company Data with the Platform does not violate any applicable law or the rights of others.
- (d) Company will not and will not attempt to nor allow any third party to or attempt to: (i) reverse engineer, decompile, disassemble, or decode the whole or any part of the Platform, (ii) manipulate the Platform by malicious prompting to avoid technical controls, (iii) duplicate, distribute, or otherwise make the Platform available in any way to any third party, or (iv) use the Platform in a way that infringes, misappropriates or violates any person’s rights.
- (e) Company acknowledges and agrees that Ansys may create or capture audio, video, image, and other recordings of the Demonstration, but only when: (i) the Demonstration is a private demonstration provided solely to Company and Company requests or instructs that the Demonstration be recorded (a “Private Demo Recording”), or (ii) the Demonstration is a public demonstration for Company and others (a “Public Demo Recording,” and along with any Private Demo Recording each a “Demo Recording”). Where a Demonstration is subject to a Demo Recording, Ansys will provide notice to attendees prior to, or in some cases promptly after, initiation of such Demo Recording. Where applicable to a particular Demonstration, Company represents and warrants that all Company personnel attending any Demonstration have provided consent to

their name, image, likeness, voice, and other characteristics being captured and depicted by Demo Recordings of that Demonstration. Ansys agrees that any Private Demo Recording will be treated as, and subject to all of the requirements and obligations of, Company Data. Company agrees that any Public Demo Recording is and will be owned solely by Ansys, and that Company will make any necessary assignments, obtain any necessary consents, and provide such other further assurances as may be necessary to give effect to Ansys' ownership.

- (f) Company is not permitted: (i) to compare the performance, features or other components of the Platform to other services or software programs or otherwise engage in benchmarking activities; or (ii) to use the Platform for any application where a failure of the Platform could result in death, serious injury, environmental damage or property damage.
- (g) The Platform includes Third Party Components that originate from and/or are provided by third parties and not by or from Ansys or its Affiliates. Company's use of the Platform may be subject to acceptance and compliance with the terms and conditions of such Third Party Components, such third party terms including at least the ReadyTech Terms of Service, available at <https://www.readytech.com/policies/terms/>. For more information on how ReadyTech processes and secures your data, including personal information, please review their Privacy Policy, available at <https://www.readytech.com/policies/privacy-policy/>.
- (h) Company acknowledges and agrees that Ansys will have no liability or responsibility for any damage, harm, violation of law, or breach of this Agreement arising from Third Party Components, and that Company must instead look to the warranties, indemnities, or protections provided by the originators and/or providers of such Third Party Components, if any. At times during the Demonstration you may be provided a link that will redirect you to one or more third party sites that are not controlled by or affiliated with Ansys. If you elect to upload any data into such third party sites, Ansys is not responsible for its protection. FOR THE SAKE OF CLARITY, COMPANY ACKNOWLEDGES AND AGREES THAT ANSYS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM WHATSOEVER ARISING FROM ANY THIRD PARTY COMPONENT.

3. MONITORING

- (a) Company acknowledges that Ansys will monitor Company's activity to evaluate performance and prevent abuse or misuse of the Platform. Although specific use quotas are not predetermined, Ansys will monitor usage relative to other users of the Platform to evaluate whether the usage is reasonable. Unreasonable use of the Platform, as determined by Ansys in its sole discretion, may lead to temporary service limitations or suspension or removal of users from the Platform.

4. COMPANY OBLIGATIONS AND FEEDBACK

- (a) Company should report to Ansys any malfunctions, bugs, and errors or functional deficiencies in the Platform ("Platform Deficiency(ies)") that Company observe or detect while using the Platform, (e.g., if the Platform is not performing in accordance with Ansys' specifications).
- (b) Company may provide suggestions, observations, feedback, commentary, recommended use cases or other statements (collectively, the "Feedback") to Ansys concerning the Platform or other information provided by Ansys. Company agrees that any Feedback shall be given on an entirely voluntary basis and will not create any confidentiality obligation for Ansys. Any Feedback or Technical Deficiencies reported to Ansys by Company shall be considered Platform Confidential Information of Ansys.
- (c) Ansys shall be free to disclose and use the Feedback and the contents of Company's reports of Platform Deficiencies as it sees fit, without any obligation of any kind to Company.

5. WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY

THE PLATFORM IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. ANSYS PROVIDES NO WARRANTY REGARDING THE COMPLETENESS, ACCURACY, NON-INFRINGEMENT, OR RELIABILITY OF THE PLATFORM. IN NO EVENT SHALL ANSYS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR

CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. PROPRIETARY RIGHTS

- (a) Excluding any Company Data, all intellectual property rights in and to the Platform and to all documents, work product and other materials that are delivered to Company under this Agreement or prepared by or on behalf of Ansys in the course of performing the Demonstration, shall be owned by Ansys.
- (b) Company and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Company Data, including all intellectual property rights therein. Ansys shall have no right or license to use any Company Data except to the extent necessary to provide the Demonstration to Company. All other rights in and to Company Data are expressly reserved by Company.
- (c) Each party is, and shall remain, the sole and exclusive owners of all right, title, and interest in and to that party's Background IP, including all intellectual property rights therein. Accordingly, all right, title, interest, ownership rights, and intellectual property rights in any and all improvements, modifications, fixes, or enhancements of a party's Background IP, regardless of whether such items are created or suggested by the other party, shall belong to and remain with that party from which the associated Background IP they originated.

7. CONFIDENTIALITY

- (a) Company acknowledges and agrees that the Platform and associated documentation and information embodies confidential and proprietary information, including trade secrets, owned by Ansys or its Affiliates or suppliers (the "Platform Confidential Information"). Company agrees (i) to only use the Platform Confidential Information as outlined in this Agreement, and (ii) to protect and avoid disclosure of the Platform Confidential Information using a reasonable degree of care.
- (b) Ansys acknowledges and agrees that the Company Data and other customer information associated with the Demonstration embodies confidential and proprietary information, including trade secrets, owned by Company or its Affiliates or suppliers (the "Company Confidential Information"). Subject to the limitations of Section 7(d) below, Ansys agrees to protect and avoid disclosure of the Company Confidential Information using a reasonable degree of care.
- (c) Platform Confidential Information and Company Confidential Information does not include information that:
 - (a) was rightfully known to the receiving party without restriction on use or disclosure prior to such information's being disclosed or made available in connection with this Agreement;
 - (b) was or becomes generally known by the public other than by the receiving party's noncompliance with this Agreement;
 - (c) was or is received by the receiving party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
 - (d) was or is independently developed by the receiving party without reference to or use of any such information.
- (D) Company acknowledges and agrees that, while Ansys will use a reasonable degree of care to protect the Company Confidential Information from disclosure before, during, and after the Demonstration, the features and functionality of the Platform necessarily prevent Ansys from certifying the Platform as meeting Ansys' typical cybersecurity standards. As a result, Ansys' obligations set forth in this Section 7 only apply to and will only be considered to have been breached in the event of Ansys' intentional and knowing disclosure of Company Confidential Information in violation of this Agreement. FOR THE SAKE OF CLARITY, COMPANY ACKNOWLEDGES AND AGREES THAT ANSYS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DISCLOSURE OF COMPANY CONFIDENTIAL INFORMATION RESULTING FROM (I) ANY NEGLIGENT ACT OR OMISSION OF ANSYS OR ITS AFFILIATES, SERVICE PROVIDERS, AND LICENSORS, REGARDLESS OF THE LEVEL OR SEVERITY OF SUCH NEGLIGENCE, OR (II) ANY THIRD PARTY COMPONENT.

8. EXPORT COMPLIANCE AND DATA COMPLIANCE

- (a) The Platform is subject to certain restrictions and requirements under Export Laws and Sanctions. Company represents and warrants that it and each of its Affiliates are and will remain in compliance with all Export Laws and Sanctions. Company, its Affiliates and third parties to which Company makes the Platform available shall not directly or indirectly export, reexport, or transfer the Platform or related items in violation of any Sanctions or Export Laws, including all applicable end-use, end-user, and destination restrictions thereunder and will not engage in any transaction, activity, or dealing that will result in a violation of Sanctions or Export Laws by any person, including Ansys.
- (b) Company represents and warrants that neither it nor any of its directors, officers, employees, or Affiliates is a Restricted Person. Company additionally warrants that it and each of its Affiliates has not been, and is not currently prohibited from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, software, or technical data regulated by any agency of the government of the United States or other applicable countries.
- (c) Company warrants it will ensure it and each of its Affiliates will mark with “Export Restricted” or similar phrases any software or technology it provides to Ansys that has any export control limitations on its being exported or otherwise released to non-US persons. In addition, Company agrees that it will not provide to Ansys any technical data or software subject to the ITAR without first obtaining Ansys’ prior written approval to do so.
- (d) Company shall promptly notify Ansys in writing if it is no longer able to make the representations under this Section. Ansys shall not be obligated to perform under this Agreement if doing so would violate any Export Laws or Sanctions.

9. GOVERNING LAW, DISPUTE RESOLUTION

- (a) If Company is the U.S. Government, this Agreement shall be subject to the laws of the United States, and in the event of any dispute arising from or in relation to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction under the laws of the United States. If Company is a state or local government entity within the United States, this Agreement shall be subject to the laws of the state in which Company is located, and in the event of a dispute arising from or in relation to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state.
- (b) Except as set forth in Section 9(a), any disputes arising out of or related to this Agreement, or the parties’ relationship created hereby (a “Dispute”), shall be governed by the laws set forth in the table below, but without reference to that jurisdiction’s conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

Contracting Ansys Affiliate	Governing law	Dispute resolution
ANSYS, Inc.	The laws of the State of Delaware and applicable United States federal law	Each party hereby irrevocably submits itself to the personal jurisdiction of, and venue in, the courts in Delaware for any Disputes.
Ansys International LLC	The laws of the State of New York and applicable	Arbitration in accordance with the ICDR International Arbitration Rules (“ICDR Rules”), except as otherwise modified in this Section 9. The seat of the arbitration shall be New York, New York, USA. Notwithstanding the choice of New York law, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code.

Any other Ansys Affiliate	The laws of the State of New York	Arbitration in accordance with the ICDR Rules, except as otherwise modified in this Section 9.
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- (c) The seat of the any arbitration under this Section 9 shall be New York, Neitw York, USA. Arbitration shall be conducted in the English language. The arbitration will be conducted in-person at one of the following locations: (i) New York, New York, USA; (ii) Switzerland; (iii) Singapore; (iv) Korea; or (v) as the parties otherwise agree in writing. If the parties are unable to agree on an in-person location, the location will be whichever of (i)-(iv) is closest to the location of contracting Ansys Affiliate. Each party waives any objection based on forum non conveniens in any proceedings to enforce an arbitration award rendered under this Agreement.
- (d) The ICDR International Expedited Procedures will apply to Disputes in which no disclosed claim or counterclaim exceeds \$2,000,000 USD, and any such Dispute will be decided by one arbitrator. All other Disputes will be decided by three arbitrators, with each party appointing one arbitrator within 20 calendar days after the initiation of arbitration. The two party-appointed arbitrators will then have 20 calendar days from the appointment of the second arbitrator to agree on a third arbitrator who will chair the tribunal. If any arbitrators are not selected within these time periods, the list method in ICDR Rule 13(6) will apply. Orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Each party will bear its own costs and expenses but will share equally the costs of the arbitrator(s) and the arbitration administrative fees. The parties, ICDR personnel, and arbitrator(s), agree to treat (i) the existence of an arbitration, (ii) the arbitral proceedings, (iii) the parties' submissions in arbitration, and (iv) the tribunal's decisions, including its award, as Confidential Information.
- (e) Nothing contained in this Section 9 will restrict the rights of the parties to seek injunctive relief. Ansys, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Platform is being used or Company has its place of business to enforce Ansys' intellectual property rights.

10. MISCELLANEOUS

- a. Company shall not assign this Agreement to any third party by operation of law, in bankruptcy, or otherwise without the prior written consent of Ansys.
- b. If any provision in the Agreement is invalid, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of the Agreement. The parties shall replace any invalid provision by a valid provision that most closely matches the purpose of the invalid provision.
- c. Any failure of any party to enforce any of the provisions of an Agreement will not be construed as a waiver of such right of the party to enforce any such provision in the future.
- D. This Agreement constitutes the complete and exclusive 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. There are no side agreements. Any Company terms printed or written on a Company purchase order or other purchasing instrument, attached thereto, or referenced therein shall not apply. This applies even if Ansys performs under this Agreement or accepts the fees from Company without explicitly rejecting such terms. FOR THE SAKE OF CLARITY, COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT THAT ANY OTHER CONTRACTS EXIST BETWEEN COMPANY AND ANSYS, SUCH OTHER CONTRACTS ARE NOT RELEVANT TO THE PLATFORM, ANY COMPANY DATA, ANY DEMONSTRATION, OR ANY OTHER ASPECT OF THIS AGREEMENT, AND WILL NOT TAKE PRECEDENCE OVER OR BE USED TO INTERPRET ANY PART OF THIS AGREEMENT.
- e. An Agreement may only be modified by a written amendment executed by duly authorized officers or representatives of the parties.