**ANSYS DATA PROCESSING ADDENDUM**

**ANSYS PRODUCTS AND SERVICES**

Version 0.1, last updated May 31, 2023

These commitments are binding on Ansys as of May 31, 2023

## 1. Subject matter and applicability of this Data Processing Addendum

1.1 The Parties agree that this Data Processing Addendum (the "**DPA**" or the "**Addendum**"), together with any applicable annex(es), applies to and sets forth the rights and obligations of the Parties with regard to the Processing of Personal Data, subject to Applicable Law, as defined below, related to the provision of the services or products by Processor to Controller as specified in Section 3 (collectively, the "**Products**" and each a "**Product**"). This DPA does not apply to services or products that are not explicitly referenced herein. For the purposes of this DPA, Processor is collectively Ansys, Inc., a company incorporated under the laws of the state of Delaware, with registered offices at 2600 Ansys Dr., Canonsburg, PA 15317, U.S.A., acting on its own behalf and as agent for each Ansys Affiliate (the "**Processor**") and Controller is an Ansys' business customer that is negotiating or has entered into an agreement with Ansys for one or more Products (the "**Controller**"). Capitalised terms have the meaning defined in the next section of this DPA.

1.2. The Parties agree that the DPA is incorporated by reference into the applicable business-to-business Product-specific terms or clickwrap agreements available at https://www.ansys.com/ and/ or any other Product-specific agreements (e.g., Ansys licensing agreements) that the Parties are negotiating or have entered into for one or more Products (each and collectively, the "**Main Agreement**"). In the event of any conflict or inconsistency between this DPA and any other terms in the Main Agreement in connection with the Products, the DPA shall prevail. The provisions of the DPA supersede any conflicting provisions of Ansys Privacy Notice that otherwise may apply to Processing of Personal Data, as defined herein. Processor makes the commitments in this DPA to all Controllers with an existing Main Agreement.

1.3. The Parties agree that, to the extent applicable, they accept and incorporate herein by reference the European Union's ("EU") Standard Contractual Clauses ("SCCs") ("EU SCCs"), the United Kingdom's ("UK") International Data Transfer Addendum, and the People's Republic of China's ("PRC") Standard Contract of Outbound Cross-Border Transfer of Personal Information.

## 2. Definitions

2.1. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.2. **"Applicable Law(s)**" means any applicable law or regulation with respect to the Personal Data Processed, including, to the extent applicable, the GDPR, UK GDPR, PIPA, PIPL, and the Regional Laws of the United States, as defined below.

2.3. "**Data Subject**" or "**Individual**" means an identified or identifiable natural person governed by Applicable Law.

2.4. "**Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

2.5. "**GDPR**" means EU General Data Protection Regulation 2016/679, including any implementing or supplemental laws or regulations, as may be amended from time to time.

2.6. "**Personal Data**" means any information relating to an identified or identifiable natural person. For the purposes of this DPA Personal Data explicitly excludes any data restricted by PRC data laws (e.g., important data, national core data, state secrets, etc., each as defined under PRC laws), including but not limited to PIPL, Data Security Law and Cyber Security Law.

2.7. "**PIPA**" means Personal Information Protection Act of the Republic of Korea ("ROK" or "Korea"), including any implementing or supplemental laws or regulations, as may be amended from time to time.

2.8. "**PIPL**" means Personal Information Protection Law of the People's Republic of China ("PRC" or "China"), including any implementing or supplemental laws or regulations, as may be amended from time to time.

2.9. "**Processing**" means any operation performed on Personal Data, including collection, deletion, access, storage, retention, and use.

2.10. "**Regional laws of the United States**" means regionally implemented laws at the state level, including California's Privacy Rights Act ("CPRA") (2020; effective Jan. 1, 2023), California's Consumer Privacy Act ("CCPA") (2018; effective Jan. 1, 2020), Colorado's Privacy Act (2021; effective July 1, 2023), Connecticut's Data Privacy Act (2022; effective July 1, 2023), Virginia's Consumer Data Protection Act (2021; effective Jan. 1, 2023), Utah's Consumer Privacy Act (2022; effective Dec. 31, 2023), etc., and their implementing or supplemental laws or regulations, as may be amended from time to time.

2.11. "**Restricted Transfer**" means any (i) transfer of Personal Data from Controller to Processor, or (ii) onward transfer of Personal Data from Processor to a Sub-processor, in each case where such transfer would be prohibited by Applicable Laws, in the absence of adequate safeguards approved by the competent authorities.

2.12. "**Selling**" shall have the meaning ascribed to it in the Regional Laws of the United States.

2.13. "**Sub-processor**" means any person or entity (including any third party and any Processor Affiliate but excluding an employee of any Processor) appointed or instructed by or on behalf of Processor to Process Personal Data.

2.14. "**Transfer Mechanism**" means:

- For the EU, the EU SCCs as provided for in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR as attached hereto, and as may be updated or replaced from time to time;

- For the UK, the "International Data Transfer Addendum" to the EU SCCs Version B1.0, dated March 21, 2022, and as may be updated or replaced from time to time;

- Unless otherwise determined by Controller, for the PRC, the "Standard Contract of Outbound Cross-Border Transfer of Personal Information" as formulated by the PRC's Cyberspace Administration of China, as and may be updated or replaced from time to time.

2.15. "**UK GDPR**" means the Data Protection, Privacy and Electronic Communications (EU Exit Regulations 2019), including the Data Protection Act 2018, and its implementing or supplemental laws or regulations, as may be amended from time to time.

2.16. Terms such as "**Controller**," "**Processor**," "**Personal Information Subject**," and "**Member State**" shall have the meaning ascribed to them in Applicable Law.

**3. Scope**

3.1 This DPA is applicable to the following Products:

3.1.1 Ansys Learning Hub;

3.1.2 Ansys Cloud Direct;

3.1.3 Ansys Gateway powered by AWS;

3.1.4 Ansys Discovery Named User License;

3.1.5 Ansys Elastic Currency;

3.1.6 Ansys Hardware Currency;

3.1.7 Ansys (Shared) Web Licensing.

3.2 The details of Processing of Personal Data and the technical and organizational measures for the security of Personal Data with regard to each Product are annexed hereto.

**4. Processing of Personal Data**

4.1 Data Controller shall:

4.1.1 Abide by its obligations under Applicable Law, including obligations with respect to Restricted Transfers.

4.1.2 Determine the scope, purposes, and manner by which Personal Data may be Processed by Processor and instruct Processor (and authorize Processor to instruct each Sub-processor) to:

4.1.2.1 Process Personal Data in such fashion; and

4.1.2.2 In particular, transfer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with this Addendum.

4.2 Processor shall:

4.2.1 Make available to Controller information required to demonstrate compliance with this Addendum;

4.2.2 Process Personal Data as may be instructed by Controller, except if the Processing of Personal Data as directed by Controller conflicts with a legal obligation to which Processor is subject;

4.2.3 Inform Controller if, in its opinion, an instruction of Controller infringes Applicable Laws.

4.3 Processor shall exercise its own discretion in the selection and use of the means as it considers necessary to pursue those purposes, subject to the requirements of this Addendum.

4.4 Controller warrants that it has proper legal basis and necessary rights to provide Personal Data to Processor for Processing as required for the fulfilment of the Main Agreement, including data subjects' consent when applicable.

## 5. Security

5.1 Processor shall implement technical, physical, administrative, and organizational measures as outlined in the applicable Annex II to protect Personal Data against unauthorized or unlawful Processing ("**Security Measures**"). Controller acknowledges that the Security Measures are sufficient to protect the Personal Data.

5.2 Controller agrees that Processor may provide Controller with documentation such as audit reports, certifications, and the like in order to satisfy Controller's audit rights under Applicable Law, subject to confidentiality restrictions.

## 6. Sub-processing

6.1 Controller authorizes Processor to appoint Sub-processors in accordance with the obligations and restrictions outlined in this Addendum. A list of Sub-processors engaged is attached hereto in the applicable Annex I. Processor may continue to use those Sub-processors identified in applicable Annex I, provided such Sub-processors meet the obligations set out in this Article 6.

6.2 Processor shall update such list as needed. Controller may object in writing on reasonable grounds related to Applicable Law to any Sub-processor within thirty (30) days of such update. If Controller does not object to a new Sub-processor within the mentioned time, the engagement is deemed accepted. Processor shall make good faith efforts to properly address any reasonable objections of Controller to a proposed Sub-processor and to find an amicable solution.

6.3 With respect to each Sub-processor, Processor has a process for arrangements between Processor and Sub-processor to be governed by a written data processing agreement including terms offering similar levels of protection for Personal Data as those set out in this Addendum.

## 7. Assistance to Controller

7.1 Processor shall assist Controller in furthering its compliance with data protection impact assessments and consultations with applicable authorities.

7.2 If permitted or required by Applicable Law, specifically in the PRC, Processor authorizes Controller to (i) disclose publicly in its privacy notice, the Processor's information (including its name, contact person, privacy policy, categories of Personal Data Processed by it, and purposes for the Processing); and (ii) provide to the Data Subject or competent authorities, such Processor's contact information as well as the contact information of its appointed Sub-processors and recipient in case of cross-border transfer, as required to fulfil its obligations under Applicable Law.

## 8. Information Obligations and Incident Management

8.1 In the event Processor becomes aware of an Incident, Processor shall notify Controller and provide relevant details to assist Controller with notification obligations it has pursuant to Applicable Law.

**9. Deletion or return of Personal Data**

9.1 Subject to Article 9.2, Controller may, by written notice to Processor, request Processor to (a) return a partial or complete copy of all Personal Data to Controller by secure file transfer in such format as is reasonably requested by Controller; and/or (b) delete applicable Personal Data.

9.2 If necessary under Applicable Law, Processor may retain Personal Data solely to the extent and for such period as required by Applicable Law. During such time, Processor shall ensure and shall provide for the security and confidentiality of all such Personal Data, as outlined by this Addendum.

**10. Data Transfers**

10.1 **European Data Transfers**

10.1.1 For any Restricted Transfer from Controller subject to the GDPR to Processor established outside the European Economic Area, the EU SCCs: (i) shall apply; (ii) are the selected Transfer Mechanism; and (iii) are hereby automatically incorporated herein by reference by Controller (as "data exporter") and by Processor (as "data importer"). In the event of any conflict or inconsistency between this Addendum and the EU SCCs, the EU SCCs shall prevail.

10.1.2 Annex I of the EU SCCs shall be deemed to be prepopulated with the relevant sections of the applicable Annex I of this Addendum, and Annex II of the EU SCCs shall be deemed to be prepopulated with the applicable Annex II of this Addendum.

10.1.3 The Parties shall utilize Module 2 of the EU SCCs with the following elections:

a. Clause 7: The Parties agree to incorporate Clause 7, known as the Docking Clause *(i.e., both parties must agree in writing before any third-party added to the Standard Contractual Clauses*). Notwithstanding the foregoing, Affiliates of Processor shall be deemed added to the EU SCCs.

b. Clause 9: The Parties elect to proceed under Option 2: General Written Authorization (*i.e., the data importer shall provide the data exporter at least 30 days prior written notice prior to adding or replacing a sub-processor*).

c. Clause 11: The Parties decline to incorporate the optional language under Clause 11 - Redress.

d. Clause 17: The Parties elect to proceed under Option 1, and they hereby agree that the Laws of the Federal Republic of Germany shall govern.

e. Clause 18: The Parties agree that the courts of Munich, Germany shall be the forum and jurisdiction for any dispute arising from the EU SCCs.

10.2 **UK Data Transfers**

10.2.1 For any Restricted Transfer from Controller to Processor otherwise prohibited under the UK GDPR, the International Data Transfer Addendum: (i) shall apply; (ii) is the selected Transfer Mechanism; and (iii) is hereby automatically incorporated by reference herein by Controller (as the "data exporter") and Processor (as the "data importer").

10.2.2 Relevant Information from the EU SCCs shall be deemed to be prepopulated with the relevant and correlating tables of the International Data Transfer Addendum. In the event of any conflict or inconsistency between this Addendum, the EU SCCs, and the

International Data Transfer Addendum, the International Data Transfer Addendum shall prevail.

10.3 **China Data Transfers**

10.3.1 For Restricted Transfers from Controller to Processor governed by PIPL, Controller shall be solely responsible for taking all acts necessary to satisfy the conditions under PIPL and for completing the corresponding transfer mechanism for such Restricted Transfer to supplement this Addendum. Controller acknowledges and confirms that the applicable conditions and requirements under PIPL for such Restricted Transfers shall be duly satisfied by Controller before exporting Personal Data. Processor will provide reasonable assistance to Controller for completing the selected transfer mechanism, upon written request from Controller. Unless otherwise determined by Controller, the Transfer Mechanism as indicated in Section 2.14 hereof will be applicable.

10.3.2 Controller confirms that it is not a critical information infrastructure operator as defined under PRC laws and it does not process personal data related to more than one (1) million data subjects in China in its ordinary course of business.

10.3.3 Controller warrants that it shall notify Processor if any information outlined in Annex III needs to be amended.

10.3.4 When applicable, Annex 1 of the Standard Contract of Outbound Cross-Border Transfer of Personal Information shall be deemed to be prepopulated with the relevant sections of applicable Annex III of this Addendum.

10.3.5 To the extent PRC's Standard Contract of Outbound Cross-Border Transfer of Personal Information shall apply to any Restricted Transfer from Controller to Processor governed by PIPL, the Parties agree that the following elections apply:

10.3.5.1 Article 9; Clause (3), the Parties agree that all notices, sent according to such provision, will be deemed received within five (5) business days.

10.3.5.2 Article 9; Clause (4)(1), the Parties agree that the China International Economic and Trade Arbitration Commission shall act as the arbitration institution.

10.3.5.3 Article 9; Clause (6), the Parties agree that the original of this Addendum is in two (2) copies, and each Party shall maintain one (1) copy.

10.3.5.4 Additionally, Processor shall comply with the data exporter's obligations under Chapter 3 of the PIPL (*i.e., Rules of Cross-Border Provision of Personal Information*);

10.4 Outside of Restricted Transfers under PIPL, Controller shall also not transfer any data restricted by other China data laws (e.g., important data, national core data, state secrets, etc.

each as defined under PRC laws) to Processor without prior written notice to Processor. Processor is entitled to reject receipt of any of such data.

## 11. General Terms

11.1 Limitations of liability set out in the Main Agreement also apply to this Addendum.

11.2 The Parties hereby submit to the choice of jurisdiction stipulated in the Main Agreement with respect to any disputes or claims howsoever arising under this Addendum.

11.3 If Controller renews or amends the Main Agreement this DPA including any applicable Annex will continue to apply.

11.4 If Controller believes that Processor is not adhering to its commitments according to Applicable Law, Controller may contact Processor's data privacy team at privacy@ansys.com or ANSYS, Inc., 2600 Ansys Dr., Canonsburg, PA 15317, USA.

11.5 Should any provision of this Addendum be held invalid or unenforceable, the remainder of the Addendum shall remain in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible, or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable provision had never been contained herein.

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**ANNEX I**

**List of Parties and Description of Transfer**

Click on the applicable Product(s) to view the Product-specific Annex I:

1. Ansys Learning Hub ("ALH")
2. Ansys Cloud Direct
3. Ansys Gateway powered by AWS
4. Ansys Discovery Named User License
5. Ansys Elastic Currency
6. Ansys Hardware Currency
7. Ansys (Shared) Web Licensing

**ANNEX II**

**Technical and Organizational Measures to Ensure the Security of Personal Data**

Click on the applicable Product(s) to view the Product-specific Annex II:

1. Ansys Learning Hub ("ALH")
2. Ansys Cloud Direct
3. Ansys Gateway powered by AWS
4. Ansys Discovery Named User License
5. Ansys Elastic Currency
6. Ansys Hardware Currency
7. Ansys (Shared) Web Licensing

**ANNEX III**

**Explanation of Personal Information in Cross-Border Transfers from PRC**

Click on the applicable Product(s) to view the Product-specific Annex III:

1. Ansys Learning Hub ("ALH")
2. Ansys Cloud Direct
3. Ansys Gateway powered by AWS
4. Ansys Discovery Named User License
5. Ansys Elastic Currency
6. Ansys Hardware Currency
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