

END-USE CERTIFICATION

Intending to be legally bound, the Company certifies that its representations on this form regarding the Company's intended use, now or in the future, of the ANSYS, Inc. (including its affiliates and suppliers) software and related non-public technical information ("the software") are true and correct. Company further agrees to comply with U.S. and all other applicable export or import laws.

A.	Company will not use, sell, re-sell, deliver or transfer, directly or indirectly, the software contrary to U.S. export control regulations.	
B.	Will the software be used in the design, development, production, stockpiling or use of chemical or biological weapons and their precursors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
C.	Will the software be used in the design, development, production, stockpiling, or use of missiles, rocket systems (including but not limited to ballistic missile systems, space launch vehicles, and sounding rockets), and unmanned air vehicle systems (including but not limited to cruise missile systems, target drones, and reconnaissance drones)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If the answer to C is "yes", please provide the following information regarding the rocket/missile/uav: Name of project(s): _____ Range (in km): _____ Payload (in kg): _____ Will it be used to deliver chemical, biological, or nuclear weapons? If so, please state with detail the precise end use: _____ _____	
D.	Will the software be used in or for any of the following activities: 1. <u>Nuclear explosive activities</u> , which include research on or development, design, manufacture, construction, testing or maintenance of any nuclear explosive device or components or subsystems of such a device; 2. <u>Unsafeguarded nuclear activities</u> , which include research on, or development, design manufacture, construction, operation, or maintenance of any nuclear reactor, critical facility, facility for the fabrication of nuclear fuel, facility for the conversion of nuclear material from one chemical form to another, or separate storage installation, where there is no obligation to accept International Atomic Energy Agency (IAEA) safeguards at the relevant facility or installation when it contains any source or special fissionable material (regardless of whether or not it contains such material at the time of export), or where any such obligation is not met; 3. <u>Safeguarded and unsafeguarded nuclear activities</u> , which include nuclear fuel cycle activities, including research on or development, design, manufacture, construction, operation or maintenance of any of the following facilities, or components for such facilities: (i) facilities for the chemical processing of irradiated special nuclear or source material; (ii) facilities for the production of heavy water; (iii) facilities for the separation of isotopes of source and special nuclear material; or (iv) facilities for the fabrication of nuclear reactor fuel containing plutonium?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If the answer to D is "yes", please state with detail the precise end use: _____ _____	
E.	Will the software be used in the design, development, production, construction, support, or maintenance of a maritime nuclear propulsion project, including any machinery, devices, components or equipment specifically developed or designed for use in such plants or facilities?	Yes <input type="checkbox"/> No <input type="checkbox"/>
F.	Will the software be used in crime control and detection commodities and end-uses?	Yes <input type="checkbox"/> No <input type="checkbox"/>
G.	Company will not import or re-export the software to destinations embargoed by the U.S. government.	
H.	Company will not import or re-export the software to entities listed on U.S. government denials lists: U.S. Department of Commerce Denied Persons List, State Department Debarment Lists, State Department Parties of Proliferation Concern, or Treasury Department Specially Designated Nationals List. (These lists are available from ANSYS, Inc. by faxing a request to 724.514.9490 or on the following websites: U.S. Department of Commerce: www.bis.doc.gov U.S. Department of Treasury: www.treas.gov/ofac	

	U.S. Department of State: www.pmdtc.org .	
I.	Company will not import or re-export the software for use by the end-users listed on the Unverified List (http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html), or the Entity List (http://www.bis.doc.gov/entities/default.htm) without prior approval from the U.S. Department of Commerce.	
J.	Company will not import or re-export the software for use by or for persons who commit, threaten to commit, or support terrorism. The term "terrorism" means an activity that: (i) involves a violent act or an act dangerous to human life, property, or infrastructure; and (ii) appears to be intended: (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking.	
K.	State with precise detail how you will use the software. For instance, simply stating "research and development" or "structural analysis" is not sufficiently detailed. _____ _____ _____ _____ _____	
	If this end-use changes, provide prompt written notice to ANSYS, Inc. and/or your Channel Partner. You may be required to sign an updated End-Use Certification.	
L.	If the Company intends to use the software in Iraq, it further agrees that the software: (1) will not be used in the design, development, production, stockpiling, support, or use of military, satellite, or space items as described on the U.S. Munitions List (http://www.pmdtc.state.gov/official_itar_and_amendments.htm) or the Wassenaar Arrangement Munitions List (www.wassenaar.org); (2) will not be used in the design, development, production, stockpiling, support, or use of arms and related material; (3) will not be transferred or assigned, including but not limited to persons or entities designated in or pursuant to Executive Order 13315; and, (4) will only be used by permanent employees of the Company, unless specifically permitted in writing by ANSYS, Inc. The contract provision in the software license agreement permitting use by Contract users is hereby superseded and contract users shall not be permitted to use the software without ANSYS's specific, written permission.	
M.	If the Company intends to use the software in China, it further agrees that the software will not be used for a military end use or for any item that is destined for a military end use.	

Company Name: _____

Company Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____