

Corporate Social Responsibility Agreement

This Corporate Social Responsibility Agreement (“CSR Agreement”) containing terms and conditions for CSR Projects shall apply to the relationship between the entity, being either a company established under section 8 of the Companies Act, 2013 or a registered trust or a registered society, signing below (“CSR Entity”) and Ansys Software Private Limited (“ANSYS”) for the CSR Projects (“Projects”) funded or contributed to by ANSYS.

1. **Project.** ANSYS and the CSR Entity shall set forth in a separate written project document signed by authorized signatories of both the parties, containing scope of work, areas of co-operation, milestones, funding and involvement of ANSYS personnel related to the Project (“Project Document”). Project Document and other correspondence, documents in furtherance thereof shall be binding only when in writing and confirmed by authorized representatives of both the parties. Project Document may only be revised through written and signed addendums, including, in case of any supplemental projects. In the event of any conflict between this CSR Agreement and terms related to Project Document, the terms under this CSR Agreement shall prevail always.
2. **Conduct of the Project.** Project shall be implemented by the CSR Entity in accordance with the Project implementation plan and scope of work as set forth in the Project Document diligently, efficiently and with due regard to the judicious use of Fund or Contribution (as defined below). The CSR Entity shall not make any variations in the Project implementation plan set forth in the Project Document, unless mutually agreed in writing through an amendment to this CSR Agreement. The CSR Entity shall monitor and make sure the purpose behind commencing the Project is sufficiently met, until its completion. In addition, the CSR Entity shall submit a quarterly report, unless any other periodicity is acceptable to ANSYS, on the implementation of the Project to the designated person in ANSYS. ANSYS personnel may also monitor the progress of the Project and may seek information from the CSR Entity for this purpose. ANSYS may, at its discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. The CSR Entity agrees to cooperate with and contribute to such evaluation exercise. Continuation of the funding or continued application of the funding already made is subject to satisfactory progress of the Project.
3. **CSR Entity Representations.** CSR Entity represents that it has an established track record of more than three-years as well as expertise in undertaking projects or programs similar to the Project and has provided accurate documentation to ANSYS in support of such track record. Unless otherwise approved in writing by ANSYS, the CSR Entity represents that and will ensure that it has valid exemptions under Section 80G of the Income Tax Act, 1961 and/ or other relevant provisions under the Income Tax Act and under the Foreign Contribution Regulation Act, 2010 amended from time to time during the term of these CSR Agreement as a condition for continuation of the Project funding by ANSYS. The CSR Entity must be compliant with applicable laws and must not have any inquiries, investigations, claims or proceedings against it for non-compliance of any applicable laws. The CSR Entity represents that it is not and shall not be during the term of this CSR Agreement associated whatsoever with any political party and the contribution shall not be directly or indirectly used for any political purpose whatsoever. The CSR Entity, its personnel, officers and agents shall not engage in any personal business or professional activities which conflict with or could potentially conflict with the objective of the Project.
4. **Funding.** ANSYS will fund the Project as set forth in Project Document (“Fund” or “Contribution”). Unless otherwise approved in writing by ANSYS, the CSR Entity represents that all contributions to the CSR Entity are eligible for tax exemption under the Section 80G of Income Tax Act, 1961 and agrees to provide necessary documentation to ANSYS for claiming such benefit. In the event of non-performance or breach of any of any terms and conditions of this CSR Agreement, there shall be no further payments made to the CSR Entity. Except for the amounts as stated under Project Document, ANSYS shall not be liable to make any other payments whatsoever, to the CSR Entity. ANSYS shall not be responsible or provide additional funds in respect of work done or undertaken outside the scope of work or time schedule plan, unless pre-approved by ANSYS in writing. Any amount with the CSR Entity remaining unspent or unutilized for the Project from Fund disbursed in advance by ANSYS shall, on completion of the Project, be refunded to ANSYS within 30 days of the completion of the project or earlier termination or this CSR Agreement, whichever is earlier.
5. **Utilization of Funds / Contribution.** Funds must be utilized strictly for the purposes and activities set forth in the Project Document. The CSR Entity shall submit full accounts of the relevant Project in writing taking into account all receipts and payments and commitments incurred for the purposes of this CSR Agreement and at the time of termination as the case may be. ANSYS may also require substantiations for the amounts spent in forms of supporting documents, details of accounts and any other evidence to ensure Funds are utilized for the Project and in compliance with this CSR Agreement. ANSYS or its appointed representative may carry out audits of the Project along with the expenditure of accounts. If the CSR Entity



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fails to perform its obligations as per these terms or is found to misuse the Fund or Contribution granted for the purpose of this Project, ANSYS will be entitled to the entire refund of the amounts contributed for the purpose of these terms and right to terminate the agreement immediately without prior notice to the CSR Entity. In the event of excess disbursement to CSR Entity, ANSYS shall demand and recover from the CSR Entity such excess disbursements and the CSR Entity shall be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

6. **Confidentiality.** The CSR Entity acknowledges that in order to perform the Project called for in this CSR Agreement, a relationship of confidence and trust will exist between the CSR Entity and ANSYS, and that ANSYS possesses and will continue to possess information that has been created, discovered, developed, or otherwise become known to ANSYS or in which property rights have arisen in, been assigned to or otherwise conveyed to ANSYS, which information has commercial value in the business in which ANSYS is engaged or which relates to ANSYS' actual or anticipated research and development activities. All such information is hereinafter referred to as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, computer programs (whether in source or object code form), formulae, data (such as scientific, sales or technical data), information, designs, processes, procedures, know-how, improvements, inventions, techniques, designs, developments, discoveries, marketing plans, strategies, forecasts, customer and supplier lists, and compilations of such information. The CSR Entity agrees that all Proprietary Information shall be the sole property of ANSYS and its assigns, and ANSYS and its assigns shall be the sole owner thereof. At all times, both during the term of this CSR Agreement and thereafter, the CSR Entity will keep in strict confidence and trust all Proprietary Information or anything relating to such information, will not allow any unauthorized person access to Proprietary Information, either before or after the termination of this CSR Agreement, and will take all action reasonably necessary to protect the confidentiality of Proprietary Information, including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of Proprietary Information and limiting access to only those employees who have a need to know for purposes of performing Project hereunder, have been advised of the confidential nature, and are under an express written obligation to maintain such confidentiality. In the event of the expiration or termination of this CSR Agreement for any reason or no reason, with or without cause, the CSR Entity will deliver to ANSYS all documents and data of any nature pertaining to any Proprietary Information and the CSR Entity will not, without the prior written consent of ANSYS, retain any documents or data of any description, or any reproduction containing or pertaining to any Proprietary Information.
7. **Intellectual Property.**
 - a. Unless otherwise approved in writing by ANSYS, all intellectual property arising from the Project ("Project IP") shall be non-proprietary. CSR Entity may use hardware/infrastructure setup funded through Contribution for projects with industry participants where Project IP is shared with such participants and published in public domain including through journals. If ANSYS believes that the Project IP may be relevant for a non-commercial social project, parties agree to discuss in good faith such requirement and may decide to support the initiative with the terms and conditions as mutually agreed to. Without prejudice to the generality of the foregoing, ANSYS will have the rights to use the Project IP under this CSR Agreement for non-commercial use. Particularly, ANSYS will have usage rights on all images and articles for use in promotional materials (print and electronic) and the CSR Entity will provide a signed submission release form.
 - b. Notwithstanding the foregoing to the contrary, this Clause shall not apply to any of ANSYS' software, source code, computer program(s), or algorithms ("Program(s)") or any technical information related to the Program(s) that may be licensed or provided by ANSYS to the CSR Entity, which shall instead be governed by the applicable software license agreement between the parties or a separate source code nondisclosure agreement. No rights to the Program(s) or related technical information are being licensed, assigned or otherwise transferred under this CSR Agreement.
 - c. In the event, as part of the Project, ANSYS receives any suggestions, feedback, commentary, reports or other statements (collectively, the "Feedback") concerning its Program(s) or its Proprietary Information from the CSR Entity or its personnel, the parties agree that any Feedback will not create any confidentiality obligation for ANSYS. ANSYS and its affiliates shall be free to (a) disclose the Feedback to its employees and the employees of its affiliates and to third party contractors who are providing services to ANSYS and (b) use the Feedback as it sees fit, without any obligation of any kind to the CSR Entity and its affiliates.
8. **Use of ANSYS Trademark or Logo.** ANSYS may allow the CSR Entity with limited permission to use the ANSYS trademarks or logos as appropriate, only with a written approval from ANSYS and on such conditions as it may set forth. No use may be made of ANSYS Trademarks or logos without such prior written consent.



- 9. **Termination.** ANSYS may terminate this CSR Agreement with a written notice to the CSR Entity of fifteen (15) days or without prior notice in the event ANSYS determines that: (i) performance of the Project by the CSR Entity has been unsatisfactory; or (ii) that the CSR Entity is involved in corrupt or unethical practices or misappropriation of any funds or assets; or (iii) the CSR Entity is found violating any of the provisions of these CSR Agreement or Project Document.
- 10. **Ethical Conduct.** ANSYS believes in doing business with CSR partners who share a high standard of ethical business behavior and considers its reputation as one of its greatest assets. If any ANSYS employee engages in any type of unethical behavior, the CSR partner is required to immediately report the incident to the Legal Department of ANSYS <compliance@ansys.com> or ANSYS Ethics Line <<https://secure.ethicspoint.com/domain/medio/en/auj/1543/index.html>> as a condition for continuation of working with ANSYS. The CSR Entity shall, at the request of ANSYS, sign such documents affirming its commitment to ethical practices.
- 11. **Liability.** Except for fraud or willful misconduct, neither party shall be liable for any indirect or consequential loss, damage, cost or expense of any kind, whether arising under statute, contract, and tort or otherwise under this CSR Agreement.
- 12. **Miscellaneous.**
 - a. This Agreement shall be governed by and construed in accordance with the laws of India. All disputes or differences of any kind whatsoever which may arise between the parties in connection with or arising out of this Agreement and remaining unsettled for a period of fourteen (14) days from the date of notification of such dispute shall be, failing amicable resolution, shall be subject to exclusive jurisdiction of Courts at Pune, India.
 - b. The CSR Entity may neither assign this CSR Agreement to any third party nor subcontract or delegate performance of Project related activities, in each case, without prior written approval of ANSYS. ANSYS may assign or novate this CSR Agreement especially in the event of change of control, sale of substantial assets, acquisitions, mergers or amalgamations.
 - c. Nothing in this CSR Agreement (including Project Document) shall create, or be deemed to create, a joint venture, partnership or the relationship of principal and agent between the parties. Neither party has any authority to act, make representations or bind or contract on behalf of the other party. The CSR Entity shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by the CSR Entity, whether or not in the course of implementing the Project and for the health, safety and security of such persons.
 - d. The CSR Entity agrees that it shall not engage in any activity that would expose ANSYS or any of its affiliates to a risk of penalties or sanctions under the laws and/ or regulations of any relevant jurisdiction in which it does business. The CSR Entity agrees that neither it nor any of its personnel or agents will make bribes or authorize giving anything of value directly or through third party intermediaries to improperly influence employees of ANSYS or third parties, including, but not limited to, officials of any government agency or political party, in order to obtain or retain business or engagement with such entity.
 - e. This CSR Agreement supersedes all previous agreements between the parties in respect of the Project. The Project Document and any annexures annexed to this CSR Agreement and referred therein shall form part of this CSR Agreement to supplement it. No other terms or conditions whatsoever in nature shall be included or implied. In the event of any conflict between this Agreement and the Purchase Order issued by ANSYS, this CSR Agreement prevails. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

AGREED AND ACCEPTED BY SIGNING THROUGH THEIR AUTHORIZED SIGNATORIES:

FOR MAHARSHI KARVE STREE SHIKSHAN SANSTHA



Signature:
Name: Dr. P. V. Srinivas Shastry
Designation: Secretary
Date: August 23, 2017



FOR ANSYS SOFTWARE PRIVATE LIMITED



Signature:
Name: Preet Inderjeet Singh Walia
Designation: Director
Date: August 23, 2017



Project Document

August 23, 2017

This Project Document is executed in furtherance of a CSR Agreement between Maharshi Karve Stree Shikshan Samstha ("MKSSS") and Ansys Software Private Limited ("ANSYS").

Cummins College of Engineering for Women (CCEW), Pune is run by MKSSS, one of the premier and oldest institutions from Pune.

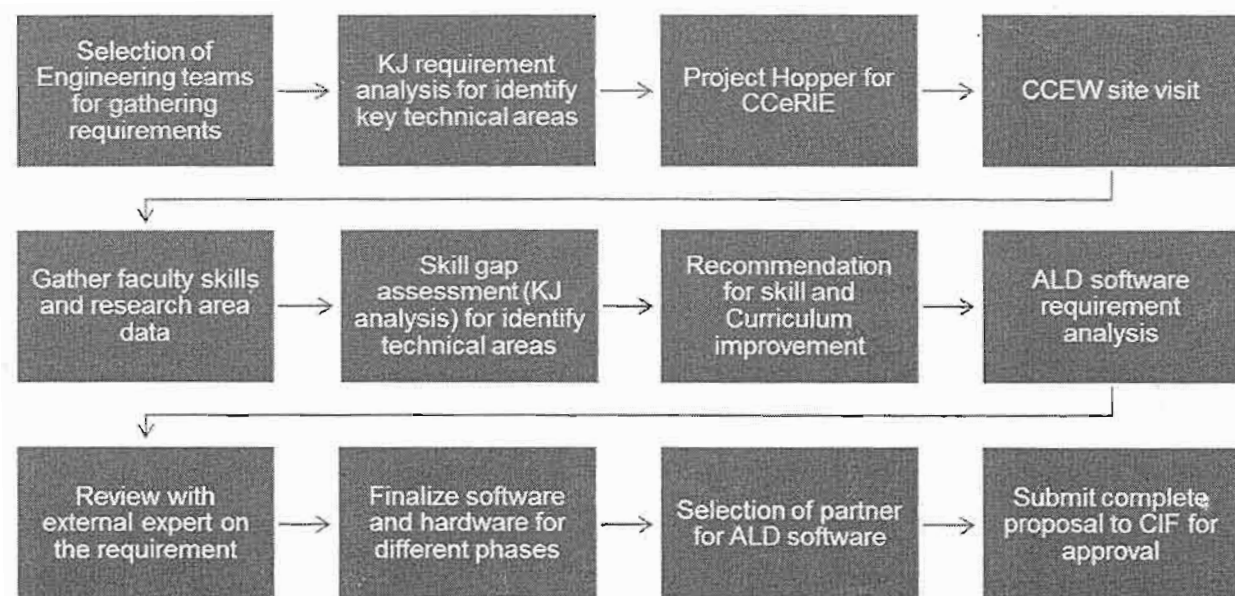
"Intellectual Entrepreneurship" is a philosophy and vision of education viewing academics as "innovators" and "agents of change".

The Center aims to inculcate research and innovation culture in faculty and students at CCEW and act as a significant catalyst for promoting engineering research and simulation use in the region - with emphasis on skilling women engineers. This includes enhancement of faculty skills and development of technical expertise in areas relevant to the industry. Facility will be open to students, faculty from across India subject to reasonable supervision and administration by MKSSS' CCEW.

The performance measures would be:

- **Faculty:**
 - Increased technical publications & patents
 - Improved probability of getting PhD admissions at Premier Institutes
- **Students:** Improved employability & PG admissions
- **Incubations:** number of start-ups
- **Research grants :** Revenue generated

A DFSS project was launched by the Cummins Technical Organisation by Anuradda Ganesh, Director Research Innovation & Compliance and supported by Ajay Joshi , MBB . The following process flow was used to finalize the technical areas to be focused on, based on Industry requirement, and existing Faculty skills and interest.



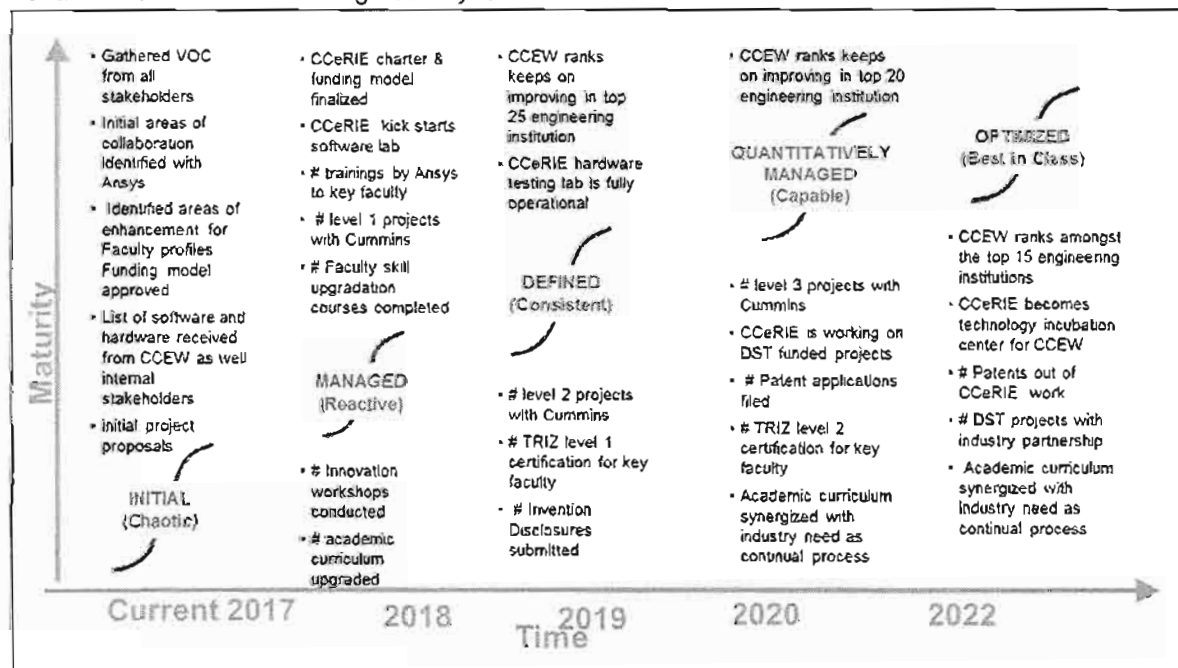
Based on this skill gap analysis the execution is proposed to be in 3 phases

| | Year | Cummins Projects Focus Area | Skillsets Required at CCEW | Existing Skillset | Action Plan |
|---------|--------------|--|---|-------------------|---|
| Phase 1 | 2017-2019 | Noise and Vibrations, Composites; controls + sensors | PhD Faculty actively working in focus area | Available | Kick off projects; build early success |
| Phase 2 | 2019-2021 | Basic Thermal engineering; controls + sensors | MTech/ PhD Faculty actively working in focus area | Not available | Introduce courses; hire faculty with required expertise; lab set ups |
| Phase 3 | 2021 onwards | Advanced Thermal Engineering + advanced controls | MTech/ PhD Faculty actively working in focus area | Not Available | Introduce courses; hire faculty with required expertise; lab set ups; advanced projects |

To enhance the CCEW faculty skill and capability;

- Cummins will be supporting to set up state-of-art analysis center with the help of industry leading software partners. Since Ansys is a global business partner of Cummins, it was decided to partner with Ansys as an ALD software provider.
- ANSYS would impart training on use of ANSYS Software for research
- Cummins will facilitate Mentoring by Faculty from IITB, IITM and the Cummins Chair Professor at CCEW
- Mentoring by Cummins Functional Experts /Subject Matter Experts; Cummins will be Co-investigators for the projects and various on-going research.
- TRIZ training (Tools for systematic innovation)
- Understanding TRIZ and Systematic Innovation
- Learning the technology of problem solving
- Mastering practical skills

Advancement of CeRIE through each year is envisioned as below.



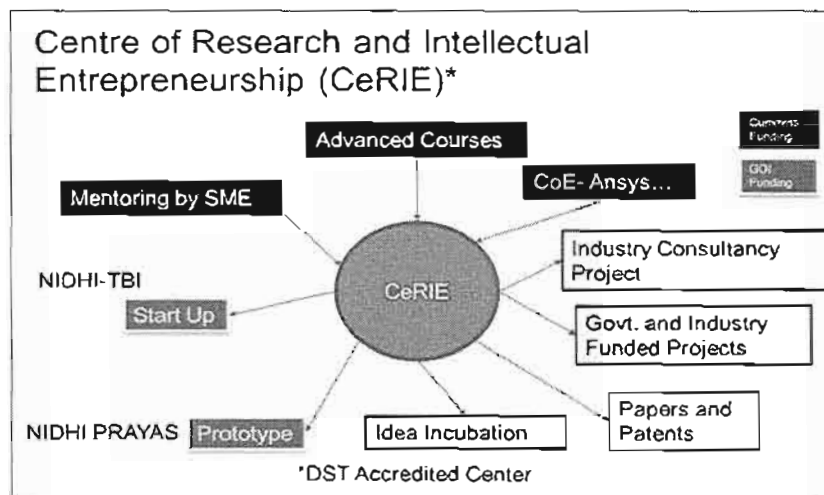
Along with the CeRIE, Science & Technology Park India is also proposing to set up 2 centers **NIDHI PRAYAS** and **NIDHI-TBI** at CCEW which are funded by Govt. of India funded through DST (Dept. of Science & Technology)

National Initiative for **Developing and Harnessing Innovations (NIDHI)** is an umbrella program conceived and developed by the Department of Science & Technology (DST), Government of India, for nurturing ideas and innovations (knowledge-based and technology-driven) into successful start-ups.

Under this initiative, DST has launched NIDHI- **P**romoting and **A**ccelerating Young and **A**spirng innovators & startups (**NIDHI-PRAYAS**) program. The program caters to idea-stage entrepreneurs with a physical product offering, who require support for prototyping. It would also facilitate the innovators with the Physical infrastructure, Technical Guidance, Business Mentorship etc.

It is proposed to co-locate NIDHI PRAYAS at CeRIE, and will benefit the students and faculty, in terms of

- 1) Access to additional facilities for prototyping and
- 2) Incentive and exposure to realization of the ideas into products.

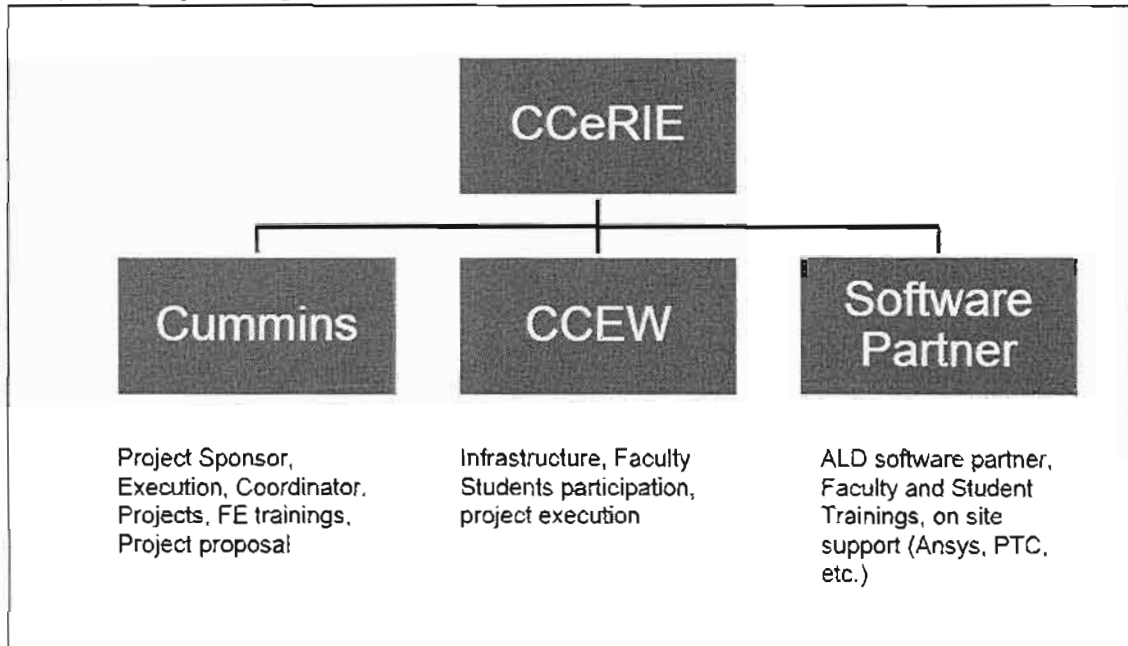


Salient Feature of CeRIE

Co-located centers

- State of art research & innovation center to idea generation initiated and led by Cummins (Open to collaborate with other industries)
- NIDHI-PRAYAS - Prototype center (DST funded)
- NIDHI-TBI (**T**echnology **B**usiness **I**ncubator) (DST funded)
- Combination of skilled faculty and students will foster research & innovation activities in CCEW and help improve ranking and will be role model for setting up such centers
- With this center, CCEW students and faculty can apply for DST funded projects with confidence & increased probability of getting grants.

- The proposed governing model is shown below.



Total Budget for CeRIE

Over a period of 5 year, it is currently estimated that CeRIE will need ₹ 4.5 cr. Out of which hardware and infrastructure cost will total to about ₹80 lakhs as follows:

- Hardware (PC, Operating Systems, Server) budgeted* at ₹68,84,449/-
- Infrastructure cost (wiring, furniture, AC, IT set-up, UPS) budgeted* at ₹11,00,712/-

*actuals may slightly vary subject to total cost not exceeding ₹80 lakhs.

Funds Required:

The Cummins India Foundation has given it's in principle approval for CeRIE. Whilst the Cummins India Foundation (CIF) has in principle agreed that CeRIE should be set up at CCEW on priority, for funding it was proposed that support from other Industry partners would be preferred.

As CSR objectives of ANSYS match with the above stated objectives of this CeRIE, ANSYS was approached to support CeRIE by funding the hardware and infrastructure part of the CeRIE project as part of their Corporate Responsibility.

ANSYS have agreed to contribute an amount of up to ₹80 lacs towards CeRIE which is equivalent to the hardware/infrastructure cost as budgeted above. The amount of contribution will be made by ANSYS which must be utilized by CCEW of MKSSS on or before March 31, 2018 as supported by appropriate receipts and utilization certificate.

Roles and responsibilities:

MKSSS' CCEW targets operationalizing the CeRIE by December 2017. The project activities over period of next five years are based on following roles and responsibilities:

MKSSS' CCEW (Cummins College of Engineering for Women, Pune)

- Shall provide a space of 1400 sq. ft. with basic infrastructure like electricity supply.
- Shall nominate one person to be responsible for the administration of the research lab.
- Shall ensure that the 'Centre of Research and Intellectual Entrepreneurship (CeRIE)' will be branded as supported by Cummins and ANSYS.
- Actively encourage use of CeRIE by students and professors of the CCEW for various projects.
- Actively encourage participation in research projects by its students and professors.

Cummins

- Shall facilitate Mentoring by Faculty from IITB, IITM and the Cummins Chair Professor at CCEW.
- Shall provide Mentoring by Cummins Functional Experts /Subject Matter Experts; Cummins will be Co-investigators for the projects and various on-going research.
- Shall Facilitate TRIZ training (Tools for systematic innovation).

ANSYS

- Shall support for Curriculum development.
- Shall support for identification for research projects.
- Offer participation in other areas of CeRIE as agreed between ANSYS and MKSSS.
- ANSYS activities would be conducted on mutually agreed reasonable frequency as part of its CSR initiatives.

Project Review

MKSSS (either directly or through Cummins) will share quarterly updates on the continued progress of the project throughout the project period of five years. Parties will review such updates and modalities of project execution from time to time.

Progress till date

- The college has allocated 5000 sq. ft. on the 1st floor of the Mechanical Engineering Dept. Building. (layout sketches attached).
- DST thru STP have started work on the Nidhi Prayas.
- ANSYS India have got approval for CSR funding of ₹ 80,00,00 (Rupees Eighty Lacs) to MKSSS for CeRIE.
- Quotations for hardware and lab set up obtained and being validated.
- Soft inauguration on 29th August planned.

[signature page follows]

Accepted

Maharshi Karve Stree Shikshan Samstha



Signature:

Name: Dr. P. V. Srinivas Shastry

Designation: Secretary

Date: August 23, 2017



Ansys Software Private Limited



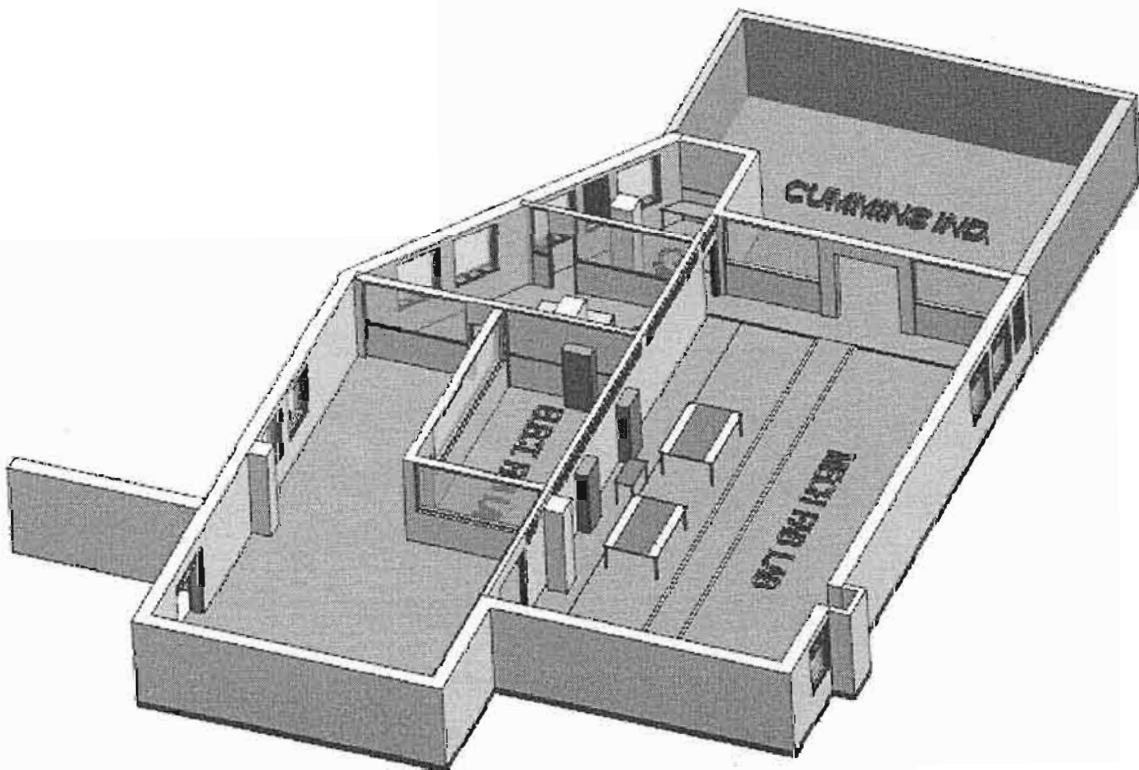
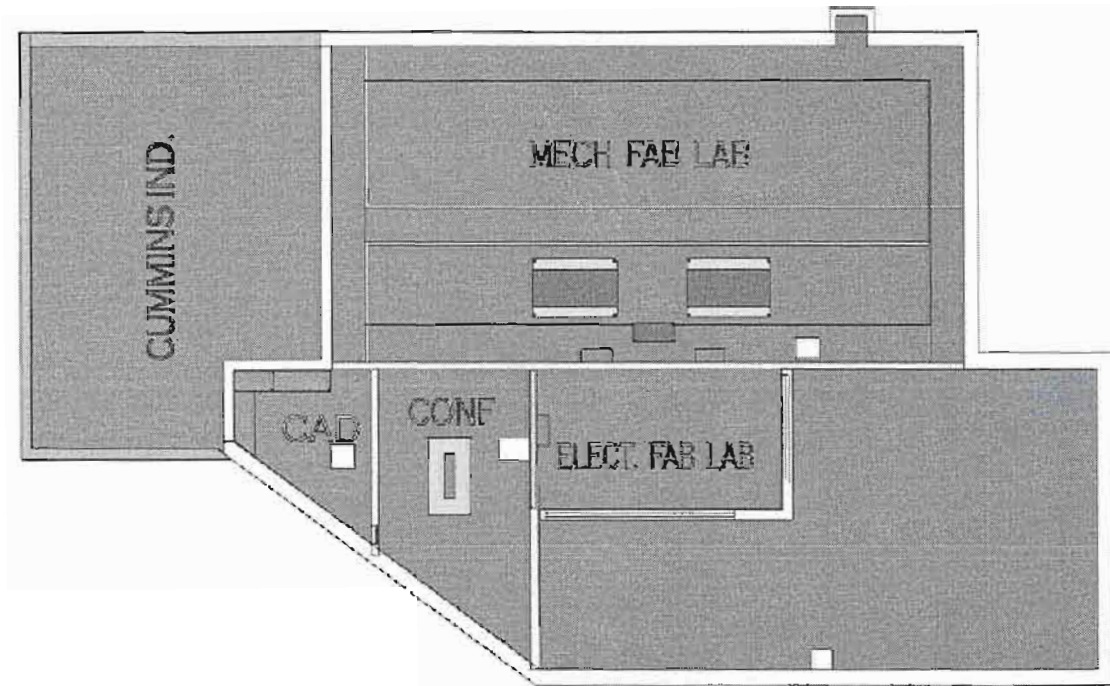
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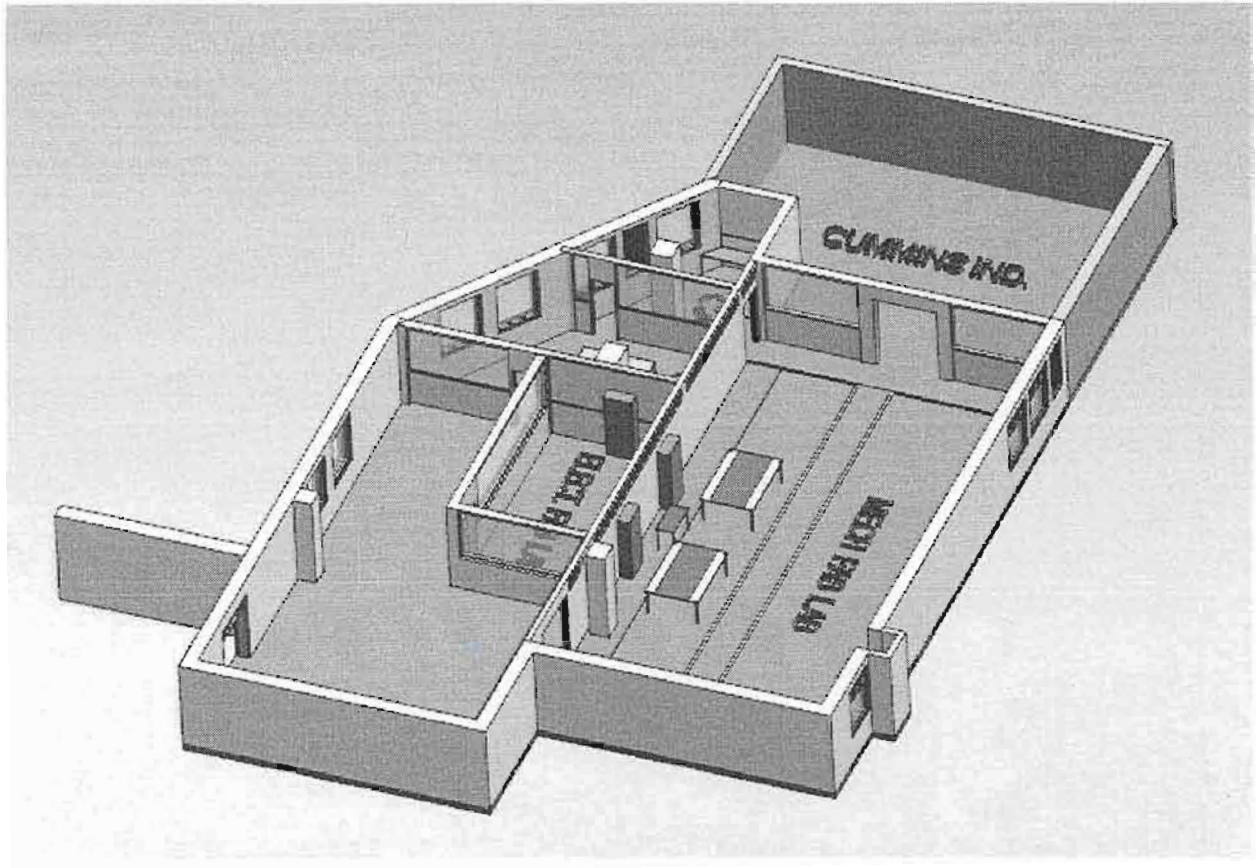
Name: Preet Inderjeet Singh Walia

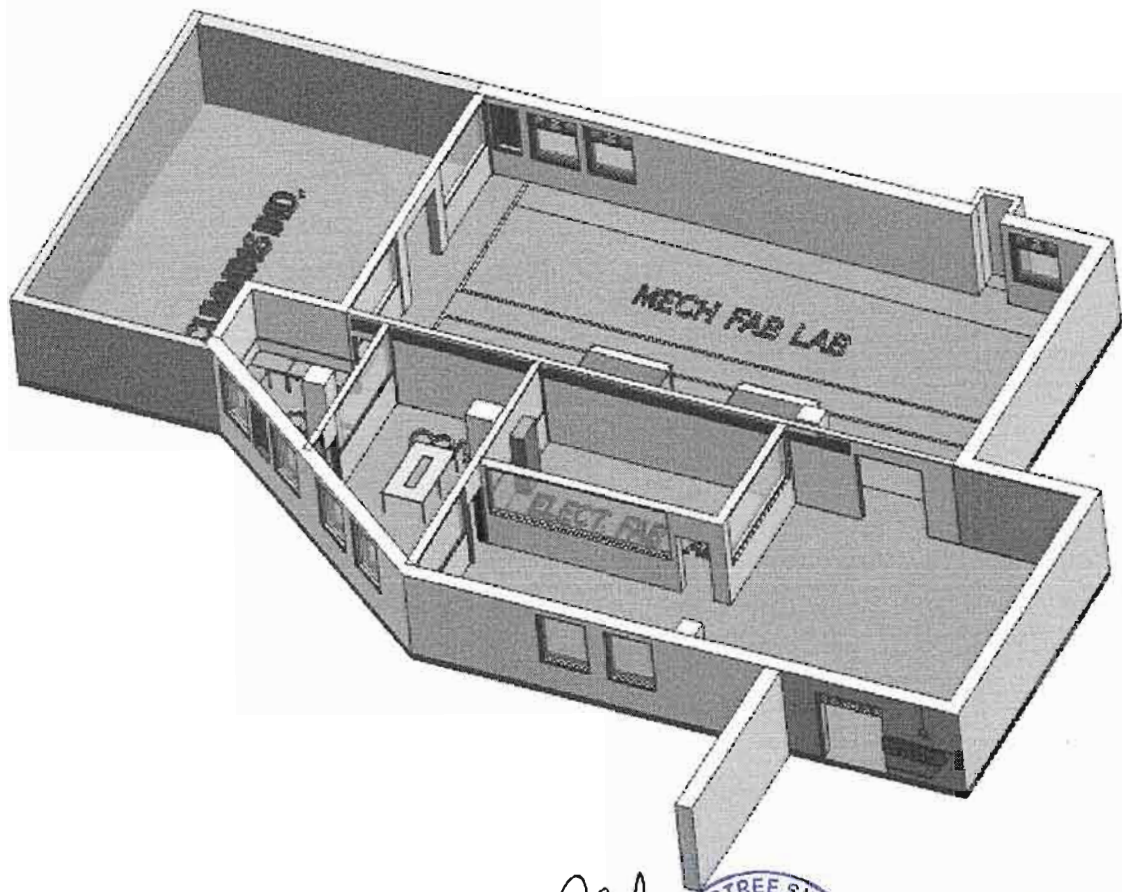
Designation: Director

Date: August 23, 2017









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