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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of Earliest Event Reported): March 5, 2014**

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**ANSYS, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**0-20853**  
(Commission  
File Number)

**04-3219960**  
(I.R.S. Employer  
Identification No.)

**275 Technology Drive, Canonsburg, PA**  
(Address of Principal Executive Offices)

**15317**  
(Zip Code)

**(Registrant's Telephone Number, Including Area Code) (724) 746-3304**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 5, 2014, the Compensation Committee of ANSYS, Inc. (the “Company”) approved an amendment and restatement of the ANSYS, Inc. Amended and Restated Long-Term Incentive Plan, which was previously filed as Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on August 6, 2010. The ANSYS, Inc. Second Amended and Restated Long-Term Incentive Plan (the “Restated Long-Term Incentive Plan”) will apply to awards made beginning in 2014 and in subsequent years, but does not change any of the terms and conditions of awards previously made under such plan. The Restated Long-Term Incentive Plan continues to award a target number of restricted stock units that can be earned based upon the percentage total shareholder return of the Company’s common stock over a defined performance period (the “Total Shareholder Return”) as compared to the percentage appreciation of the NASDAQ Composite Total Returns Index (the “Index”) over the same period of time. However, the Restated Long-Term Incentive Plan divides each three-year performance period (the “Performance Measurement Period”) into three sub-periods of overlapping one, two and three-year periods, with one-third of the target number of restricted stock units allocated to each sub-period. A participant may earn between 0% to 150% of the applicable portion of the target award in each sub-period, but any such earned portion of the target award will not become vested and settled unless the participant remains employed with the Company until the end of the full three-year performance cycle. 100% of the applicable portion of the target award for each sub-period will be earned if Total Shareholder Return equals the Index over the same period. The applicable portion of the target award will be reduced by three percentage points for each percent by which the Index exceeds Total Shareholder Return but with the applicable portion of the target reduced to 0% if the Index exceeds Total Shareholder Return by 25% or more. In addition, 0% of the applicable portion of the target will be earned for any sub-period in which there is both a negative Total Shareholder Return and the Index exceeds Total Shareholder Return. The applicable portion of the target award will be increased by two percentage points for each percent by which Total Shareholder Return exceeds the Index, up to maximum of 150% of the target. If, however, there is negative Total Shareholder Return that still exceeds the Index, a maximum of 100% of the target may be earned for such period. Under the Restated Long-Term Incentive Plan, a participant can also obtain retroactive credit for a previous sub-period within the same Performance Measurement Period if Total Shareholder Return as compared to the Index over the full three-year Performance Measurement Period is greater than the comparative Total Shareholder Return against the Index in any earlier one or two year sub-period within the full three-year Performance Measurement Period. The foregoing summary of the Restated Long-Term Incentive Plan is qualified in its entirety by reference to the copy of the Restated Long-Term Incentive Plan, which is being filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

In connection with the adoption of the Restated Long-Term Incentive Plan, on March 5, 2014, the Compensation Committee of the Company also approved a new form of performance-based restricted stock unit agreement to be used for awards granted thereunder based on Total Shareholder Return, as described above, which is being filed with this Current Report on Form 8-K as Exhibit 10.2, and incorporated herein by reference, as well as a new form of performance-based restricted stock unit agreement to be used for awards granted under the ANSYS, Inc. Fourth Amended and Restated 1996 Stock Option and Grant Plan based on the achievement of certain performance criteria, to be determined by the Compensation Committee of the Company, which is being filed with this Current Report on Form 8-K as Exhibit 10.3, and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	ANSYS, Inc. Second Amended and Restated Long-Term Incentive Plan.
10.2	Form of Performance-Based Restricted Stock Unit (Total Shareholder Return) Award under the ANSYS, Inc. Second Amended and Restated Long-Term Incentive Plan.
10.3	Form of Performance-Based Restricted Stock Unit Award under the ANSYS, Inc. Fourth Amended and Restated 1996 Stock Option and Grant Plan.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

**ANSYS, INC.**

Date: March 11, 2014

By: /s/ Sheila S. DiNardo

Sheila S. DiNardo – Vice President, General Counsel & Secretary

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## INDEX TO EXHIBITS

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ANSYS, INC.  
SECOND AMENDED AND RESTATED LONG-TERM INCENTIVE PLAN

1. Purpose

This Second Amended and Restated Long-Term Incentive Plan (the “Plan”) is intended to provide an incentive for superior work and to motivate executives and employees of ANSYS, Inc. (the “Company”) toward even higher achievement and business results, to tie their goals and interests to those of the Company and its stockholders and to enable the Company to attract and retain highly qualified executives and employees. The Plan is for the benefit of Participants (as defined below). Awards made under this Plan constitute Deferred Stock Awards under Section 11 of the Company’s Fourth Amended and Restated 1996 Stock Option and Grant Plan (the “1996 Option Plan”) and shall be granted under, and subject to, the terms of the 1996 Option Plan.

2. Definitions

For purposes of this Plan:

- (a) “Award” means a grant to a Participant hereunder. From and after a Change in Control, any references to an Award shall mean the fixed number of Restricted Stock Units eligible to be earned by a Participant, as determined by the Committee pursuant to Section 6 hereof.
- (b) “Award Notice” means a notice or agreement provided to a Participant that sets forth the terms, conditions and limitations of the Participant’s participation in this Plan, including, without limitation, the Participant’s Target Award.
- (c) “Board” means the Board of Directors of the Company.
- (d) “Cause” means, and shall be limited to a determination by the Company that the Participant’s employment shall be terminated as a result of any one or more of the following events:
  - (i) any material breach by the Participant of any agreement between the Participant and the Company; or
  - (ii) the conviction of, indictment for or plea of nolo contendere by the Participant to a felony or a crime involving moral turpitude; or
  - (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Participant of the Participant’s duties to the Company; or
  - (iv) willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or

other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(e) “Change in Control” means any of the following:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”) (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all “affiliates” and “associates” (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board (“Voting Securities”) (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a “Change in Control” shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a “Change in Control” shall be deemed to have occurred for purposes of the foregoing clause (i).

(f) “Change in Control Date” means with respect to each Change in Control Performance Measurement Period, the last day of the month immediately preceding the effective date of the Change in Control.

(g) “Change in Control Performance Measurement Period” means the Performance Measurement Period that is shortened by the Committee such that such period shall be deemed to have concluded as of the Change in Control Date and which may shorten one or more Performance Sub-Periods.

- (h) “Change in Control Terminating Event” means during the 18-month period following the occurrence of a Change in Control, any of the following events: (i) termination by the Company of the Participant’s employment for any reason other than for Cause, death or disability; or (ii) the termination by the Participant of his or her employment with the Company for Good Reason. Notwithstanding the foregoing, a Change in Control Terminating Event shall not be deemed to have occurred herein solely as a result of the Participant being an employee of any direct or indirect successor to the business or assets of the Company.
- (i) “Closing Index Value” means the Performance Measurement Index Value as of the last day of each Performance Sub-Period.
- (j) “Closing Stock Price” means the Stock Price as of the last day of each Performance Sub-Period.
- (k) “Code” means Internal Revenue Code of 1986, as amended.
- (l) “Committee” means the Compensation Committee of the Board.
- (m) “Effective Date” means March 5, 2014.
- (n) “Good Reason” means that the Participant has complied with the “Good Reason Process” (hereinafter defined) following the occurrence of any of the following events:
  - (i) a material diminution in the Participant’s responsibilities, authority or duties; or
  - (ii) a material reduction in the Participant’s Base Salary and Target Bonus except for across-the-board salary reductions similarly affecting all or substantially all management employees; or
  - (iii) a material change in the geographic location at which the Participant is principally employed.

For purposes of this Section 2(n)(i), a change in the reporting relationship, or a change in a title will not, by itself, be sufficient to constitute a material diminution of responsibilities, authority or duty.

- (o) “Good Reason Process” means:
  - (i) the Participant reasonably determines in good faith that a “Good Reason” condition has occurred;

(ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within 60 days of the first occurrence of such condition;

(iii) the Participant cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the condition;

(iv) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and

(v) the Participant terminates his or her employment within 30 days after the end of the Cure Period.

If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

- (p) "Initial Index Value" means, the Performance Measurement Index Value as of January 1 of the first calendar year in any Performance Measurement Period.
- (q) "Initial Stock Price" means the Stock Price as of January 1 of the first calendar year in any Performance Measurement Period.
- (r) "Participant" means an executive or employee of the Company selected by the Committee to participate in the Plan.
- (s) "Performance Measurement Index" means the NASDAQ Composite Total Returns Index, or, in the event such index is discontinued or its methodology significantly changed, a comparable index selected by the Committee in good faith.
- (t) "Performance Measurement Index Value" means, with respect to any date, the average value of the Performance Measurement Index for the ten consecutive trading days immediately preceding such date.
- (u) "Performance Measurement Period" means a three year period commencing on January 1 and ending on the third December 31 thereafter, and which consists of three Performance Sub-Periods. There shall be overlapping Performance Measurement Periods.
- (v) "Performance Multiplier" means the percentage between 0% and 150% by which the applicable portion of the Target Award is multiplied to determine the number of credited Restricted Stock Units for a Performance Sub-Period.
- (w) "Performance Sub-Period" means one of three periods (each a Performance Sub-Period) within a Performance Measurement Period where each period commences on January 1 of the first calendar year within the Performance Measurement Period and concludes on the immediately following December 31 of such year for the first Performance Sub-Period, December 31 of the following year for the



second Performance Sub-Period and December 31 of the second year thereafter for the third Performance Sub-Period. For the avoidance of doubt, the first Performance Measurement Period under the Plan will commence on January 1, 2014 and will contain the following three Performance Sub-Periods: January 1, 2014 – December 31, 2014; January 1, 2014 – December 31, 2015; and January 1, 2014 – December 31, 2016. Performance Measurement Periods will commence on each January 1 thereafter (and will contain three such Performance Sub-Periods) while the Plan is effective.

- (x) “Restricted Stock Units” means the deferred stock units of the Company.
- (y) “Stock” means the Company’s common stock, par value \$0.01 per share.
- (z) “Stock Price” means, as of a particular date, the average closing price of one share of Stock for the ten consecutive trading days ending on, and including, such date; provided however, that in the event of a Change in Control of the Company, the Stock Price shall equal the fair market value, as determined by the Committee in its discretion, of the total consideration paid or payable in the transaction resulting in the Change in Control for one share of Stock.
- (aa) “Target Award” means the target number of Restricted Stock Units that comprise a Participant’s Award for each Performance Measurement Period, as set forth in the Participant’s Award Notice.
- (bb) “Total Shareholder Return” means, with respect to a Performance Sub-Period, the total percentage return per share, achieved by the Stock assuming contemporaneous reinvestment in the Stock of all dividends and other distributions (excluding dividends and distributions paid in the form of additional shares of Stock) at the closing price of one share of Stock on the date such dividend or other distribution was paid, based on the Initial Stock Price, and the Closing Stock Price for the last day of the applicable Performance Sub-Period.

### 3. Administration

(a) The Plan shall be administered by the Committee. The Committee shall have the discretionary authority to make all determinations (including, without limitation, the interpretation and construction of the Plan and the determination of relevant facts) regarding the entitlement to any Award hereunder and the amount of any Award to be paid under the Plan (including the number of shares of Stock issuable to any Participant), provided such determinations are made in good faith and are consistent with the purpose and intent of the Plan. In particular, but without limitation and subject to the foregoing, the Committee shall have the authority:

- (i) to select Participants under the Plan;
- (ii) to determine the Target Award and any formula or criteria for the determination of the Target Award for each Participant;

(iii) to determine the terms and conditions, not inconsistent with the terms of this Plan, which shall govern Award Notices and all other written instruments evidencing an Award hereunder, including the waiver or modification of any such conditions;

(iv) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable; and

(v) to interpret the terms and provisions of the Plan and any Award granted under the Plan (and any Award Notices or other agreements relating thereto) and to otherwise supervise the administration of the Plan.

(b) Notwithstanding anything herein to the contrary, the Committee may, in its discretion, make appropriate adjustments to any Award, any Target Award, any Initial Stock Price, any Closing Stock Price or the Total Shareholder Return for any period in connection with or as a result of any of the following events which occur or have occurred after the Effective Date: reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, if the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities.

(c) Subject to the terms hereof, all decisions made by the Committee pursuant to the Plan shall be final, conclusive and binding on all persons, including the Company and the Participants. No member of the Board or the Committee, nor any officer or employee of the Company acting on behalf of the Board or the Committee shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or Committee and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

#### 4. Determination and Payment of Awards

(a) Measurement Period Target. Each Participant's Award Notice shall specify such Participant's Target Award, one third of which (the "Measurement Period Target") is eligible to be credited for each Performance Sub-Period. The Target Award shall be expressed as a number of Restricted Stock Units. The percentage of the Measurement Period Target that is eligible to be credited shall be determined by reference to the Company's performance for the applicable Performance Sub-Period as measured by the Total Shareholder Return relative to the percentage appreciation of the Performance Measurement Index for such calendar year or years. The percentage appreciation of the Performance Measurement Index shall be established by comparing the Initial Index Value to the Closing Index Value.

(b) Performance Multiplier: If Total Shareholder Return for a Performance Sub-Period is less than the Performance Measurement Index, the Performance Multiplier shall be 100% minus A, where A is (the amount by which the Performance Measurement Index exceeds Total Shareholder Return) times three; provided however that the Performance Multiplier shall

be zero if A results in a number greater than 75. If Total Shareholder Return for a Performance Sub-Period is equal to the Performance Measurement Index, the Performance Multiplier shall be 100%. If Total Shareholder Return for a Performance Sub-Period is greater than the Performance Measurement Index, the Performance Multiplier is 100% plus B, where B is (the amount by which Total Shareholder Return exceeds the Performance Measurement Index) times two.

Subject to Section 4(c), in no event will any portion of a Participant's Target Award be credited for a Performance Sub-Period in which either: (A) the Performance Multiplier calculates to a number of less than 25% (i.e., in such event the Performance Multiplier shall be 0% for such Performance Sub-Period); or (ii) both absolute Total Shareholder Return and relative Total Shareholder Return (i.e., where Total Shareholder Return is less than the Performance Measurement Index) are negative. For purposes of clarity, see the following examples:

<u>Sample ANSYS Total Shareholder Return</u>	<u>Sample Performance Measurement Index</u>	<u>Difference between Sample ANSYS Total Shareholder Return and Performance Measurement Index</u>	<u>Performance Multiplier</u>
40	15	+25	150%
40	30	+10	120%
40	40	0	100%
40	42	-2	94%
40	56	-16	52%
40	65	-25	25%
40	70	-30	0%
-10	-20	+10	100%
-10	-5	-5	0%

Notwithstanding the foregoing, in no event shall the Performance Multiplier be less than 0% or exceed 150%, regardless of a Total Shareholder Return that would result in a Performance Multiplier of less than 0% or in excess of 150%.

Notwithstanding the foregoing, if the Total Shareholder Return in a Performance Sub-Period is a negative percentage, then a maximum of 100% of the Measurement Period Target may be credited for such calendar year, even if the Total Shareholder Return relative to the median percentage appreciation (depreciation) of the Performance Measurement Index would result in a greater Performance Multiplier.

(c) Retroactive Crediting. If the Performance Multiplier for the third and final Performance Sub-Period within a Performance Measurement Period exceeds the Performance Multiplier of any of the two earlier Performance Sub-Periods within such Performance Measurement Period, the Committee, at its first meeting following the conclusion of the Performance Measurement Period, shall retroactively credit the previous Measurement Period Target(s) based upon the third and final Performance Sub-Period's Performance Multiplier. For the avoidance of doubt, in no event shall a Participant receive more than 150% of the Target Award in a Performance Measurement Period.

(d) Committee Determination. The Committee, at its first meeting following the conclusion of each Performance Sub-Period within a Performance Measurement Period, shall determine the actual number of Restricted Stock Units that will be deemed to have been credited as of the final day of such Performance Sub-Period. For each Performance Sub-Period, the number of Restricted Stock Units credited for such period shall equal the Measurement Period Target multiplied by the Performance Multiplier, subject to the terms and conditions hereof.

(e) Vesting and Settlement. Subject to Section 5, as soon as practicable (but in no event later than 74 days) following the conclusion of the Performance Measurement Period, the cumulative number of Restricted Stock Units, if any, that were credited in each of the three Performance Sub-Periods will be vested and settled in an equal number of shares of Stock.

5. Termination of Employment. Unless otherwise provided in any Award Notice or as provided in Section 6 below, if at any time prior to the conclusion of a Performance Measurement Period, a Participant's employment with the Company terminates for any reason, such Participant shall automatically forfeit the right to receive any Award credited as of the date of termination of employment.

6. Change in Control. Unless otherwise provided in any Award Notice, upon a Change in Control of the Company, the following shall occur:

(a) With respect to each Change In Control Performance Measurement Period, the Committee, in accordance with Section 4, shall determine the actual number of Restricted Stock Units that are eligible to be credited based on the Total Shareholder Return for the Change in Control Performance Measurement Period relative to the median percentage appreciation of the Performance Measurement Index for such Change in Control Performance Measurement Period and such Award shall not be deemed fully vested until the conclusion of the Performance Measurement Period, subject to the continued employment of the Participant through such date. For example, if a Change in Control occurs during the last month of the first Performance Sub-Period within the Performance Measurement Period, the Committee shall determine the number of Restricted Stock Units that are eligible to be credited with respect to the applicable Change in Control Performance Measurement Period based on performance for such period, but the Award shall not be deemed vested and will not be settled until the end of the full 36<sup>th</sup> month Performance Measurement Period. For the avoidance of doubt, since the Plan contemplates overlapping Performance Measurement Periods, there may be up to three different Change In Control Performance Measurement Periods.

(b) In the event that subsequent to a Change in Control, a Participant's employment with the Company terminates for any reason other than a Change in Control Terminating Event, such Participant shall automatically forfeit the right to receive all outstanding Awards that have been credited as of the date of termination of employment.

(c) In the event a Change in Control Terminating Event occurs with respect to a Participant, all outstanding Awards held by such Participant shall immediately vest and become payable.

(d) If as a result of a Change in Control, no Stock remains outstanding and the surviving corporation (or its ultimate parent) does not agree to convert the Awards into a number of restricted stock units of equivalent value of the surviving corporation (or its ultimate parent), then the Awards shall be converted to a dollar value based on the Stock Price.

7. Miscellaneous

- (a) Amendment and Termination. The Company reserves the right to amend or terminate the Plan at any time in its discretion without the consent of any Participants, but no such amendment shall adversely affect the rights of the Participants with regard to outstanding Awards. In the event the Plan is terminated, the Company shall determine the Awards payable to Participants based on the Total Shareholder Return relative to the Performance Measurement Index for each Performance Measurement Period ending on the date of Plan termination. The Awards for each Performance Measurement Period shall be further prorated to reflect the shortened Performance Measurement Period.
- (b) No Contract for Continuing Services. This Plan shall not be construed as creating any contract for continued services between the Company or any of its subsidiaries and any Participant and nothing herein contained shall give any Participant the right to be retained as an employee or consultant of the Company or any of its subsidiaries.
- (c) No Transfers. A Participant's rights in an interest under the Plan may not be assigned or transferred.
- (d) Unfunded Plan. The Plan shall be unfunded and shall not create (or be construed to create) a trust or separate fund. Likewise, the Plan shall not establish any fiduciary relationship between the Company or any of subsidiaries or affiliates and any Participant. To the extent that any Participant holds any rights by virtue of an Award under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company or any of its subsidiaries.
- (e) Governing Law. The Plan and each Award Notice awarded under the Plan shall be construed in accordance with and governed the laws of the State of Delaware, without regard to principles of conflict of laws of such state.
- (f) Tax Withholding. Any issuance of shares of Stock to a Participant shall be subject to tax withholding. The minimum tax withholding obligation shall be satisfied through a net issuance of shares. The Company shall withhold from shares of Stock to be issued to the Participant a number of shares of Stock with an aggregate fair market value that would satisfy the minimum withholding amount due.
- (g) Construction. Wherever appropriate, the use of the masculine gender shall be extended to include the feminine and/or neuter or vice versa; and the singular form of words shall be extended to include the plural; and the plural shall be restricted to mean the singular.

- (h) Headings. The Section headings and Section numbers are included solely for ease of reference. If there is any conflict between such headings or numbers and the text of this Plan, the text shall control.
- (i) Effect on Other Plans. Nothing in this Plan shall be construed to limit the rights of Participants under the Company's or its subsidiaries' benefit plans, programs or policies.
- (j) Effective Date. The Plan shall be effective as of the Effective Date.

8. Section 409A.

- (a) All payments and benefits described in this Plan are intended to constitute a short term deferral for purposes of Section 409A of the Internal Revenue Code of 1986, as amended. To the extent that any payment or benefit described in this Plan constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Participant's termination of employment, then such payments or benefits shall be payable only upon the Participant's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).
- (b) The parties intend that this Plan will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Plan is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Plan may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.
- (c) The Company makes no representation or warranty and shall have no liability to the Participant or any other person if any provisions of this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

**AWARD NOTICE  
UNDER THE ANSYS, INC.  
SECOND AMENDED AND RESTATED LONG-TERM INCENTIVE PLAN**

**Name of Participant:****Target Award:** Restricted Stock Units**Grant Date of Target Award:****Performance Measurement Period:** [January 1, 2014 to December 31, 2016]

Pursuant to the ANSYS, Inc. Second Amended and Restated Long-Term Incentive Plan (the "Plan"), ANSYS, Inc. (the "Company") has selected the Participant named above to be awarded the Target Award specified above, subject to the terms and conditions of the Plan and this Award Notice. Capitalized terms used but not defined in this Award Notice shall have the meaning given such terms in the Plan. A copy of the Plan is attached hereto as Exhibit A.

1. Acceptance of Award. The total number of Restricted Stock Units that may be credited to the Participant (if any) shall be determined by the Company's performance for the three Performance Sub Periods within the Performance Measurement Period specified above, as set forth in Section 4(b) of the Plan. The actual number of Restricted Stock Units that may be credited could be up to 150% of such Target Award and could also be lower than the Target Award and could be zero.

2. Termination of Employment. Subject to Section 3 below, if at any time prior to the conclusion of the Performance Measurement Period, the Participant's employment with the Company terminates for any reason, the Participant shall automatically forfeit the right to receive any portion of the Award.

3. Change in Control. Upon a Change in Control, the Award shall be treated as specified in Section 6 of the Plan.

4. Issuance of Shares.

(a) Each Restricted Stock Unit relates to one share of the Company's Stock. Shares of Stock (if any) shall be issued and delivered to the Participant in accordance with the terms of this Award Notice and of the Plan upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Participant.

(b) Until such time as shares of Stock are issued to the Participant pursuant to the terms hereof and of the Plan, the Participant shall have no rights as a stockholder with respect to any shares of Stock underlying the Restricted Stock Units, including but not limited to any voting rights.

5. Non-Competition and Non-Solicitation [NOTE: OMIT FOR ANY PARTICIPANTS IN CALIFORNIA]. As additional consideration for the grant of this Award to the Participant, the Participant hereby agrees that he or she shall not, at anytime during, and for a

period of one year after, the termination of his or her employment with the Company no matter what the cause of that termination, engage for any reason, directly or indirectly, whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, on behalf of himself or herself or any firm, corporation or other business organization other than the Company and its subsidiaries, in any one or more of the following activities:

(a) the development, marketing, solicitation, or selling of any product or service that is competitive with the products or services of the Company, or products or services that the Company has under development or that are subject to active planning at any time during Participant's employment;

(b) the use of any of the Company's confidential or proprietary information, copyrights, patents or trade secrets which was acquired by the Participant as an employee of the Company and its subsidiaries; or

(c) any activity for the purpose of inducing, encouraging, or arranging for the employment or engagement by anyone other than the Company and its subsidiaries of any employee, officer, director, agent, consultant, or sales representative of the Company and its subsidiaries or attempt to engage any of them in a manner which would deprive the Company and its subsidiaries of their services or place them in a conflict of interest with the Company and its subsidiaries.

The Participant acknowledges and agrees that the activities set forth in (a)-(c) (above) are adverse to the Company's interests, and that it would be inequitable for Participant to benefit from this Award should Participant engage in any such activities during or within one year after termination of his or her employment with the Company. The Participant may be released from his or her obligations as stated above only if the Committee (or its duly appointed agent) determines in its sole discretion that such action is in the best interests of the Company and its subsidiaries.

6. Claw-Back of Award Proceeds. The Committee shall have the authority to unilaterally terminate this Award and/or cause some or all of the proceeds relating to this Award that have been received by the Participant to become immediately due and payable by the Participant to the Company upon the occurrence of any of the following events:

(a) [OMIT FOR ANY PARTICIPANTS IN CALIFORNIA] the Participant's violation of Section 5 of this Agreement (entitled Non-Competition and Non-Solicitation);

(b) the material restatement of the Company's financial statements due to misconduct by the Participant;

(c) the material restatement of the Company's financial statements that results in the Participant receiving more compensation under the Award than the Participant would have received absent the incorrect financial statements.



The determination of whether any of the foregoing events has occurred and the extent of the application of this Section to the Participant and this Award shall be determined by the Committee in its sole discretion.

7. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award Notice shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Committee set forth in Section 3 of the Plan.

8. Transferability. This Award is personal to the Participant, is non-assignable and is not transferable by Participant in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. The Stock to be issued upon the settlement of this Award to the Participant shall be issued, during the Participant's lifetime, only to the Participant, and thereafter, only to the Participant's beneficiary. The Participant may designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company.

9. No Contract for Continuing Services. Neither the Plan nor this Award Notice shall be construed as creating any contract for continued services between the Company or any of its subsidiaries and the Participant and nothing herein contained shall give the Participant the right to be retained as an employee or consultant of the Company or any of its subsidiaries.

10. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Participant at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

11. Severability. If any provision(s) hereof shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

12. Counterparts. For the convenience of the parties and to facilitate execution, this document may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

ANSYS, INC.

By: \_\_\_\_\_  
Title:

The foregoing Award is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

Participant's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Exhibit A**

**Second Amended and Restated Long-Term Incentive Plan**

**AWARD NOTICE  
UNDER THE FOURTH AMENDED AND RESTATED  
ANSYS, INC. 1996 STOCK OPTION AND GRANT PLAN**

**Name of Participant:**

**Target Award:**

**Grant Date of Target Award:**

**Performance Cycles:**     **January 1, 2014 to December 31, 2014**  
                                  **January 1, 2015 to December 31, 2015**  
                                  **January 1, 2016 to December 31, 2016**

Pursuant to the Fourth Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan (the "Plan"), ANSYS, Inc., a Delaware corporation, (the "Company") has selected the Participant named above to be awarded the Target Award specified above, subject to the terms and conditions of the Plan and this Award Notice. Capitalized terms used but not defined in this Award Notice shall have the meaning given such terms in the Plan. A copy of the Plan is attached hereto as Exhibit A.

1. Acceptance of Award. The total number of Restricted Stock Units that may be credited to the Participant (if any) shall be determined by the Company's performance for the Performance Cycles specified above, as set forth in Section 5 below. One third of the Target Award is eligible to be credited for each Performance Cycle (the "Annual Target"). The actual number of Restricted Stock Units that may be credited could be up to 150% of the Target Award and could also be lower than the Target Award and could be zero.

2. Termination of Employment. Subject to Section 3 below, a Participant must be employed through the last day of the final Performance Cycle to vest in any of the Restricted Stock Units that may be credited with respect to all three Performance Cycles, and all Restricted Stock Units not yet vested upon the termination of the Participant's employment with the Company for any reason shall automatically be forfeited as of the date of termination of employment.

3. Transaction. Upon a Transaction, the Award shall be treated as specified in Section 3(c) of the Plan.

4. Issuance of Shares.

(a) Each Restricted Stock Unit relates to one share of the Company's Stock. Shares of Stock (if any) shall be issued in settlement of any credited Restricted Stock Units within 74 days after the end of the final Performance Cycle, subject to the Participant's continued employment with the Company through the last day of the final Performance Cycle. Shares of Stock (if any) shall be delivered to the Participant in accordance with the terms of this Award Notice and of the Plan following the completion of the final Performance Cycle, upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Participant.

(b) Until such time as shares of Stock are issued to the Participant pursuant to the terms hereof and of the Plan, the Participant shall have no rights as a stockholder with respect to any shares of Stock underlying the Restricted Stock Units, including but not limited to any voting rights.

#### 5. Determination and Payment of Awards

(a) The Annual Target shall become credited based on achievement by the Company of the Performance Criteria for the applicable Performance Cycle as set forth in Exhibit B attached hereto (as updated for each Performance Cycle) and incorporated herein by reference, subject to the Participant's continued employment with the Company through the conclusion of the final Performance Cycle, except as set forth in Section 3 above. For purposes of clarity and by way of example: If, during the Performance Cycle ending December 31, 2014, the Participant is credited 75% of the Annual Target for the 2014 Performance Cycle, determined by reference to the Performance Criteria included in Exhibit B, 25% of the Annual Target shall be forfeited and the credited Restricted Stock Units (75% of the Annual Target) shall vest and be settled if the Participant remains employed through the last day of the end of the final Performance Cycle.

(b) For purposes of this Section 5, the following definitions shall apply:

(i) "Revenue" means non-GAAP revenue as reported in the Company's public filings.

(ii) "Operating Margin" means non-GAAP operating margin percent as reported in the Company's public filings.

(c) For purposes of the foregoing definitions, (i) there shall be constant currency measurement for both Revenue compared to the prior year and Operating Margin and; (ii) future years' annual performance targets will be designed to exclude future acquisitions depending on the closing date, subject to the Committee's discretion.

(d) The Committee, at its first regular meeting following the conclusion of each Performance Cycle and the delivery to the Company of its audited financial statements for such Performance Cycle, shall determine the actual number of Restricted Stock Units that will be deemed to have been credited as of the final day of such Performance Cycle, in accordance with the Performance Criteria set forth in Exhibit B.

(e) Notwithstanding the foregoing, as soon as practicable (but in no event later than 74 days) following the conclusion of the final (third) Performance Cycle, the Restricted Stock Units that were credited over all three Performance Cycles, if any, will vest and be settled in an equal number of shares of Stock, subject to the Participant's continued employment with the Company.

6. Non-Competition and Non-Solicitation. As additional consideration for the grant of this Award to the Participant, the Participant hereby agrees that he or she shall not, at anytime during, [and for a period of one year after,] **[for non-CA employees only]** the termination of his or her employment with the Company no matter what the cause of that termination, engage for any reason, directly or indirectly, whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, on behalf of himself or herself or any firm, corporation or other business organization other than the Company and its subsidiaries, in any one or more of the following activities:

(a) the development, marketing, solicitation, or selling of any product or service that is competitive with the products or services of the Company, or products or services that the Company has under development or that are subject to active planning at any time during Participant's employment;

(b) the use of any of the Company's confidential or proprietary information, copyrights, patents or trade secrets which was acquired by the Participant as an employee of the Company and its subsidiaries; or

(c) any activity for the purpose of inducing, encouraging, or arranging for the employment or engagement by anyone other than the Company and its subsidiaries of any employee, officer, director, agent, consultant, or sales representative of the Company and its subsidiaries or attempt to engage any of them in a manner which would deprive the Company and its subsidiaries of their services or place them in a conflict of interest with the Company and its subsidiaries.

The Participant acknowledges and agrees that the activities set forth in (a)-(c) (above) are adverse to the Company's interests, and that it would be inequitable for Participant to benefit from this Award should Participant engage in any such activities during or within one year after termination of his or her employment with the Company. The Participant may be released from his or her obligations as stated above only if the Committee (or its duly appointed agent) determines in its sole discretion that such action is in the best interests of the Company and its subsidiaries.

7. Claw-Back of Award Proceeds. The Committee shall have the authority to unilaterally terminate this Award and/or cause some or all of the proceeds relating to this Award that have been received by the Participant to become immediately due and payable by the Participant to the Company upon the occurrence of any of the following events:

(a) the Participant's violation of Section 6 of this Agreement (entitled Non-Competition and Non-Solicitation);

(b) the material restatement of the Company's financial statements due to misconduct by the Participant;

(c) the material restatement of the Company's financial statements that results in the Participant receiving more compensation under the Award than the Participant would have received absent the incorrect financial statements.

The determination of whether any of the foregoing events has occurred and the extent of the application of this Section to the Participant and this Award shall be determined by the Committee in its sole discretion.

8. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award Notice shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Committee set forth in Section 2 of the Plan.

9. Transferability. This Award is personal to the Participant, is non-assignable and is not transferable by Participant in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. The Stock to be issued upon the vesting of this Award to the Participant shall be issued, during the Participant's lifetime, only to the Participant, and thereafter, only to the Participant's beneficiary. The Participant may designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company.

10. Section 409A. This Award is intended as a short-term deferral, and to not be subject to any tax, penalty, or interest under, Section 409A of the Internal Revenue Code and the regulations promulgated thereunder. This Award, this Agreement and the Plan (as to the Award) shall be construed and interpreted consistent with such intent.

11. Tax Withholding. Any issuance of shares of Stock to a Participant shall be subject to tax withholding. The minimum tax withholding obligation shall be satisfied through a net issuance of shares. The Company shall withhold from shares of Stock to be issued to the Participant a number of shares of Stock with an aggregate fair market value that would satisfy the minimum withholding amount due.

12. No Contract for Continuing Services. Neither the Plan nor this Award Notice shall be construed as creating any contract for continued services between the Company or any of its subsidiaries and the Participant and nothing herein contained shall give the Participant the right to be retained as an employee or consultant of the Company or any of its subsidiaries.

13. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Participant at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

14. Severability. If any provision(s) hereof shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

15. Counterparts. For the convenience of the parties and to facilitate execution, this document may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

ANSYS, INC.

By: \_\_\_\_\_

Name: James E. Cashman III

Title: President and CEO

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

Participant's name and address:



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**EXHIBIT A**

**Fourth Amended and Restated ANSYS, Inc. 1996 Stock Option and Grant Plan**

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**EXHIBIT B**

**2014 Performance Criteria**