Dassault Systèmes
Customer Support Services

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SUPPORT SERVICES POLICIES FOR DELMIA APRISO LICENSED PROGRAMS

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Definitions

Agreement means the license agreement pursuant to which Customer ordered Licensed Program(s).

Company or **DS** means Dassault Systèmes SE, a French company with its registered office at 10, rue Marcel Dassault, 78140 Velizy-Villacoublay, France.

Correction means a solution provided to Customers through the change of software or documentation. It is, delivered through a new Release, a Documentation amendment or Maintenance Delivery or a media as available.

CRITSIT means CRItical SITuation. The CRITSIT process is an escalation process, part of the official Support processes for a Defect Service Request that is escalated to DS Group Company management attention to accelerate the certification and closure of the Service Request. The Customer is in pre-production, production or in deployment phases (production perspective) and the significant impact of the Defect on Customer's activity requires faster resolution.

Customer, also designated by the term "**Licensee**" "**You**"**,** "**Your**", means any legal entity, which is licensed Licensed Program(s) pursuant to the Agreement.

Defect (or "**Error**") means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable support policy and reproducible by DS.

Documentation means, at any time, the current user documentation in any form or media as made available by DS for use in connection with Licensed Program(s).

DS Group Company means Dassault Systèmes, a French "société européenne" or any entity in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

DS Subsidiary means any company in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

DS Support Team, composed of technical experts, can comprise several organizations within DS Group Company depending upon the type of Service Request issued by the Customer. The DS Support Team is responsible, among other things, for receiving, filtering, handling all Service Requests relative to Dassault Systèmes Licensed Programs.

DS Research and Development is the organization covering all brands, Licensed Programs in charge of developing new Dassault Systèmes Licensed Programs and providing Maintenance Delivery (Defect correction).

Full Support Phase means, for a given Release, the period starting when such Release becomes generally available and ending at a date to be determined by DS with respect to each Release. Information regarding the duration of Full Support Phase for a given Release is available at www.3ds.com/support/support-policies/lifecycle-policy/ .

Initial Response Time means the amount of time elapsed between the initial Service Request submitted by Customer to DS Support Team, and the initial response to Customer by DS Support Team, in connection with such Service Request. It corresponds to the first feedback to a Customer with the first steps of troubleshooting and incident determination.

Licensed Program means (i) any data processing program belonging exclusively to DS or its licensors, for which a license is ordered by and provided to Customer pursuant to the Agreement, consisting of a series of instructions or

databases in machine readable form, (ii) associated Documentation, (iii) Maintenance Delivery and (iv) Releases. Licensed Programs do not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface or mode of delivery.

LPT means the Licensed Program Terms which are specific terms relating to a Release and published at www.3ds.com/terms/lpt.

Maintenance Delivery means a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given Release, if and when made generally available to the market.

Non-Defect means any incident encountered in relation with use of any Licensed Program and which is not qualified as a Defect. For avoidance of doubt, it shall not include: training on Licensed Program, support regarding any customized versions of Licensed Program, development of new Licensed Program or methodologies, enhancement requests, information about future Licensed Program Releases, enhancement requests and the development of in-depth methodologies (i.e. detailed API consulting). Support for the development of customization and/or new applications using the Dassault Systèmes CAA platform tools can be arranged under a separate agreement.

OST means the Offering Specific Terms which are specific terms relating to a given Licensed Program and published at www.3ds.com/terms/OST.

Platform – is a third party hardware architecture and/or a third party software framework which allows Licensed Program to run. Platforms can include one or several of the following hardware and/or software components such as hardware architecture, operating system (including national language parameter settings), programming languages and frameworks, runtime libraries, application servers, databases and other middleware. DS platform policy is available in the Documentation applicable to a given Release.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Service Request means a single entry in the DS Support tool (subject to temporary unavailability for system maintenance), submitted for a single incident, by Customer and validated and registered by DS Support Team. The Service Request number identifies the incident using a unique identifier as follows: SRnnnnnnnn ["n" is a digit].

Support Policies means the present document.

Support Services means the maintenance, enhancement and/or other support services as defined in these Support Policies.

Workaround means a change in the way of using Licensed Programs followed procedures or data in order to avoid Defect without substantially impairing use of the Licensed Program.

1 At a Glance

These Support Policies describe the Support Services applicable to Licensed Program(s) ordered by Customer pursuant to the Agreement.

DS Group Company or any third party which may be designated by DS Group Company, as applicable, will provide Support Services according to the terms of the Agreement. Support Services are delivered subject to continuous payment by Customer of all applicable charges payable pursuant to the Agreement or any additional support services contract subscribed by Customer.
Support Services are available exclusively for the supported Releases of Licensed Programs when they comply with Platforms documented as the prerequisites for the installation in the Documentation).

If the Platforms documented as the prerequisites for the installation in the Documentation are no longer supported by third party vendors, are modified or are no longer publicly available, DS Group Company reserves the right, at its own discretion, without being held responsible of any damages whatsoever:
1. to revise the Platform for the Release(s) of the DELMIA APRISO Licensed Program(s) or
2. to terminate Support Services for the corresponding DELMIA APRISO Release(s).

The DS Support Team will make reasonable effort to provide high quality Support Services and comply with these Support Policies.

2 What is the level of Support Services available under Your Agreement?

2.1 Overview

Support Services are described at www.3ds.com/support.

Subject to the conclusion of related agreement and payment by Customer of all applicable charges, the Support Services package available for the Licensed Programs during the Full Support Phase is **ADVANTAGE**.
On top of this package, Customer can order **OPTIONAL SUPPORT SERVICES**: GOLD or PLATINUM

At the end of the Full Support Phase, You may be able to purchase optional Support Services to extend the support period.

2.2 Full Support Phase Portfolio Description

2.2.1 ADVANTAGE

You want to foster product innovation with the Licensed Programs. You need support that helps You leverage Your expertise.

The ADVANTAGE package includes the following Support Services:

Distribution & download

- On demand media ordering and Electronic Download

  On demand media ordering and electronic download will provide Your company with the latest Licensed Program Releases and Maintenance Delivery.

Customer know-how enablement

- Self Support Web tools

  Allow access to online self-services for a wealth of support tools and Licensed Program information. This online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

Service Request management

- Defect and Non Defect Management

  You can go online to submit Your incidents, check their status, manage Your support account and create a single view of all of Your Service Requests and share it with everyone in Your company. This online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

  Defect and Non Defect Management does not include: enhancement requests and the development of in-depth methodologies (for example, detailed API consulting). Support for the development of customization and/or new applications using Licensed Programs may be arranged under a separate agreement (e.g Developer Support offer).

- Maintenance Escalation Procedure

  If You encounter a severe incident with Licensed Program, Your Service Request is raised to management-level attention, accelerating certification and resolution time according to the CRITSIT process as defined in section 5.4 hereunder.

- 8x5 Phone Support

  The ADVANTAGE package allows You to access by phone to the appropriate DELMIA APRISO «Support Center» in English (except when local language support is available) from 8 am to 5 pm local time Monday through Friday. Local time is defined by default as the time zone where the Customer is located as mentioned in the Transaction Document.

2.2.2 OPTIONAL SUPPORT SERVICES

In addition to the package ADVANTAGE, Customer can purchase additional Support Services which can be:

- GOLD SUPPORT SERVICES : 24x5 Phone Support

The GOLD Support Services allow You to access by phone by phone to the appropriate DELMIA APRISO «Support Center», in English.

- PLATINUM SUPPORT SERVICES : 24x7 Phone Support

  The PLATINUM Support Services allow You to access by phone a Support Center in English.

2.3 How to purchase additional Support Services?

To sign up for an additional Support Services package, please contact Your sales representative at DS Group Company or fill in the web form available at the following address: http://www.3ds.com/faq-contact/sales/.

3 Who is Your contact for Support Services?

The DS Support Team is Your primary point of contact for any Service Request related to Licensed Programs.

3.1 Support process overview

The DS Support Team is a worldwide multi-tiered organization, located in the Americas, Asia and Europe to help You meet Your reasonable expectations and provide You with responsive and proactive Support Services. When You contact the DS Support Team, a unique Service Request number is assigned to Your incident. This Service Request number is used for tracking the resolution process as it progresses. The DS Support Team will analyze the Service Request, and if possible, provide You with an applicable solution. However, when necessary, Service Request requiring more information than available at the first level of support will be transferred to the appropriate people within the DS Group Company support organization. Once the Service Request has been addressed, the DS Support Team will be responsible for delivering the response to You.

3.2 DS Support Team role

The DS Support Team is in charge of the following:

- Be Your primary contact;
- Collect Your incidents;
- Perform the preliminary investigation of the incident to check for duplicates and known incidents;
- Reproduce the incident on Release level used by You;
- Provide answers, corrections or workarounds as appropriate or available;
- Update the progress on the resolution of the incidents on a regular basis in the DS Support web tool;
- Validate the resolution of the incidents and manage their closure with You;
- Capitalize the answers, corrections or workarounds within the DS knowledge base;
- If the DS Research and Development organization involvement is required for code analysis and corrections, the DS Support Team communicates to the DS Research and Development organization the information collected during the analysis of the incident, including the reproduction results.

4 How to contact the DS Support Team?

4.1 Prerequisite to contact the DS Support Team

You shall designate a maximum of two (2) employees as Your authorized contacts, who shall be duly trained in using the Licensed Programs, in order to submit Services Requests.

Upon Your request, DS may authorize the appointment of additional authorized contacts, depending on the number of Licensed Program.

Before accessing the DS Support Team, it is Your responsibility to ensure the following steps are taken:

- You shall connect to https://iam.3ds.com/self_service/login/service/websupport/ to consult technical documents and the DS knowledge base to search for the answer.

- If the answer cannot be found, the following information must be documented:
  - The environment in which the incident occurs, including the Licensed Program (for example, DELMIA), module or mode, and application menu selections;
  - Your hardware type and model, operating system version, amount of RAM, and swap space;
  - Any messages that appear in the message or start window;
  - Your Licensed Program Release, license version, and login;
  - A simple step by step scenario which enables the DS Support Team to reproduce the incident;
  - Any additional information required to analyze the Service Request.

- Prior to submission of a Defect to DS, You shall validate it on a Vanilla environment which is composed of out of the box computer software installation that is not customized from its delivered form - i.e. it is used without any customizations applied to it. The Performance of this validation aims to give DS the necessary elements to investigate your Defect. After such validation, You may submit a Defect to DS. When submitting, You will have to make sure that among the information sent to DS to analyze your Service Request, there will be no information You consider as confidential provided by You to DS, and that You do the clean-up of your information or data if necessary.

4.2 Submitting and Tracking Your Service Request

You may be able to submit and track Your Service Requests via phone and/or web according to the terms and conditions applicable to the Support Services purchased.

The Support Services web site is available at the following address http://www.3ds.com/support/

Performance of Support Services depends upon Your full cooperation, including, without limitation, providing at no charge to DS Group Company, safe and timely access to Your computer systems, personnel (executives and staff), facilities, utilities, Licensed Programs, data and information reasonably necessary for the performance of Support Services.

You shall ensure that You have the appropriate licenses or rights, as may be applicable, from third parties licensors for third parties' software, third parties' data and information in order to allow performance of Support Services hereunder. You are responsible for the accuracy and completeness of the information and data You supply. You hereby grant a license to DS Group Company to use such information and data to perform the Support Services. You acknowledge and agree that performance of Support Services is dependent upon the accuracy and completeness of Your data. You shall maintain up to date current and complete back up of any and all data and/or programs and/or software and/or information that may be affected, altered, modified, corrupted, or otherwise impacted by performance of Support Services. You shall

indemnify, defend and hold DS Group Company harmless from any action based on a claim that any materials, information or data provided by You infringes any third party's patent, copyright or trademark, or a misuse of any third party's confidential, proprietary or trade secret information.

You shall promptly verify Your Service Request resolution and validate the closure. If such action is requested by the DS Support Team, it should be provided within a certain timeframe, or the Service Request will be automatically closed after two notifications.

5 When will You receive the answer to Your Service Request?

5.1 Understanding the level of urgency

When You submit a Service Request to the DS Support Team, You propose a qualification in the Service Request according to the impact of the incident regarding Your day-to-day operation.

Four levels of urgency are available:

- **Urgent:** You are unable to use the Licensed Program and have severe/critical impacts on operations, and no Workaround exists.
- **High**: You are able to use the Licensed Program but operations are severely restricted by the incident. A Workaround exists.
- **Medium**: You can use the Licensed Program with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Your operations.
- **Low**: The incident causes little or no impact to Your operations, or a way to circumvent the incident has been found.

Once received by the DS Support Team, Your Service Request and related proposed qualification of its urgency level will be reviewed by the DS Support Team. You and DS Support Team may have some discussions before the final qualification of the Service Request by DS Support Team.

5.2 Initial Response Time Objectives

The DS Support Team will make commercially reasonable efforts to address Your Service Request based on its validated urgency level as follows. However, this does not constitute an obligation to correct or to solve any reported Service Requests.

Urgency level	Initial Response Time
Urgent	2 business hours
High	4 business hours
Medium	8 business hours

Low	2 business days

5.3 Service Request Closure Objectives

Maintenance Delivery provides You code corrections, which may include corrections of Your Defect.

DS analyzes the Service Request to determine how it will be addressed according to the urgency level.

- When the Service Request, qualified as a “Defect”, is determined to be of “urgent” level, a Maintenance Delivery may be created and delivered to You on submitted Release or a future Release according to a timeframe to be determined by DS Group Company. Service Request closure could reflect deferred corrections with a closing code to designate plans for inclusion in a future Release.
- When the Service Request, qualified as a “Defect”, is determined to be of “High”, ”Medium” or ”Low” level, DS Group Company may defer the Maintenance Delivery on a future Release. Service Request closure may reflect deferred corrections with a closing code to designate plans for inclusion in a future Release.

For any incidents, once Service Request is created, the appropriate DS Research and Development team makes the commercial reasonable efforts to close all the Service Requests qualified as Defect according to the urgency level within a timeframe to be determined by DS Group Company. However, this does not constitute an obligation to correct or to solve any reported incidents.

5.4 Escalate the incident

Only in case of critical situation as described below, the DS Support Team will provide You with a mechanism for escalating the incident.

This mechanism is called CRITSIT. The CRITSIT process is an escalation process which can be activated by phone and/or web via the access described in section 4.2. CRITSIT is raised to the management attention to accelerate certification and resolution time.

A critical situation (CRITSIT) is a severe incident for deployment and/or production phases. The major functionality does not work properly and no workable alternative is available.

When you consider that a situation may be qualified as CRITSIT, you submit the related request to DS Support Team. DS Support Team will qualify the situation and will, if applicable, follow the appropriate process.

The corrective Maintenance Delivery will be delivered only if all the following conditions are satisfied:

- You are in deployment and/or production phases
- No Workaround has been found to the urgent Service Request qualified as Defect by the DS Support Team;
- You have refused to use the Licensed Program Version or Release recommended by DS Support Team, which includes the correction;
- CRITSIT shall be a Defect of the following types:
    - data corruption
    - data integrity
    - major crash
    - major regression
    - major incident in a standard methodology
- The impact analysis has been performed by Your support organization, which concluded that correction delivery presents no major risk of Licensed Program destabilization.

The Initial Response Time objective for Service Request will correspond to the one described within section 5.2 for the level of urgency referenced “urgent”.

In addition to the Initial Response Time mentioned here above in section 5.2, the DS Support Team will use its commercially reasonable efforts to address Your Service Request and provide You with a corrective Maintenance Delivery.

6 Reinstatement of Support Services

Customer may terminate Support Services for a Licensed Program ordered under a PLC/ALC or TBL/ALC pricing structure as defined in the LPT or OST as applicable, subject to the following conditions: (i) Customer notifies DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services related to all licenses of said Licensed Program held by Customer under any license agreement then in force between Customer and DS and any other DS Group Company. In such case for all such licenses described in the preceding sentence: (x) Customer shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (y) Customer shall duly certify in writing to DS that all copies of all Releases of the Licensed Program other than those of the latest Release of the Licensed Program installed by Customer, have been duly destroyed or returned to DS in their entirety; and (z) Support Services for such Licensed Program will terminate at the expiration of the thirty (30) days notice period. DS shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys if necessary.

Customer may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Customer under any license agreement then in force between Customer and DS or any other DS Group Company, and Customer pays all fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services, plus a reinstatement fee corresponding to fifty percent (50%) of such fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services.