


Dassault Systèmes
Customer Support Service



WW Customer Support
PLM Solutions
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SUPPORT SERVICE POLICIES
FOR ACADEMIC LICENSED PROGRAMS
-For SIMULIA Isight, SIMULIA Execution Engine, SIMULIA Abaqus,
SIMULIA Abaqus for CATIA Academic Licenses -

Date: March 25th, 2011

	<p style="text-align: center;">Dassault Systèmes Customer Support Service</p> <p style="text-align: center;">- Support Policies for SIMULIA Isight, SIMULIA Execution Engine , SIMULIA Abaqus , SIMULIA Abaqus for CATIA Academic Licenses -</p>	<p style="text-align: center;">Version 1.1</p>
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Definitions

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

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

Authorized Contacts means employees (Professors and/or staff members) who are designated to submit Service Requests, as described in 2.1 below, and have access to a knowledge base available at the following address www.3ds.com/support.

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

Correction means a solution provided to Academic Licensees 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.

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 DS or any DS Subsidiary.

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 Academic Licensee. The DS Support Team is responsible, among other things, for receiving, filtering, handling all Service Requests relative to Dassault Systèmes Licensed Programs.

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 Academic Licensee 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.

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.

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 at <http://media.3ds.com/support/progdir/>

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

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Service Request means a single entry in the DS Support tool (subject to temporary unavailability for system maintenance), submitted for a single incident, by Academic Licensee and validated by DS Support Team.

Support Policies for Academic Licensee means the present document.

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

User means a faculty, staff member, or student that has been provided use of the Licensed Program by the Licensee. means (i) any personnel of the Academic Licensee dedicated either to education or research or (ii) any natural person regularly enrolled as a bona fide student in Academic Licensee's academic program that has been provided use of the Licensed Program by the Academic Licensee.

1 At a Glance

These Support Policies describe the Support Service applicable to Licensed Program(s) ordered by SIMULIA Academic Licensee pursuant to the Agreement.

DS will provide Support Service to Academic Licensee according to the terms of the Agreement. Support Service is delivered to Academic Licensee subject to continuous payment of all applicable charges payable pursuant to the Agreement.

To obtain technical engineering or systems enhanced support, You can purchase an additional support offering that is coterminous with the date of expiration of Your site's Licensed Program's, subject to the payment of additional fees. Please contact your representative for additional information.


Support Service is available exclusively for the supported Releases of SIMULIA Isight, SIMULIA Execution Engine, SIMULIA Abaqus, and SIMULIA Abaqus for CATIA research and/or teaching Licensed Programs.

The DS Support Team welcomes Your suggestions and comments, which can be posted at the following address: <http://www.3ds.com/support/contact-us/>

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

2.1 Installation and Licensing Support

Licensing and installation support provides assistance in installing the License Program and license file for up to 30 days after the license start date, renewal date, or receipt of a license file for downloaded software. Installation support is limited to platforms documented as Qualified, Validated or Compatible by DS (documented at the following address

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<http://media.3ds.com/support/progdir/>). This Installation and Licensing Support is limited to the latest Release made available by DS to the market and one prior Release. Installation and Licensing Support must be requested by Your Authorized Contacts.

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

Upon Your request, DS may authorize the appointment of additional Authorized Contacts, depending on the number of the Licensed Programs installed.

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

- Your Authorized Contact(s) 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 in the Service Request:
 - The environment in which the incident occurs, including the Licensed Program (for example, SIMULIA Abaqus, SIMULIA Isight, etc), 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.

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; all information and data You submit will not be considered confidential.

2.2 On demand media ordering and Electronic Download


If You think You have come across an Error in the Licensed Program(s), check the knowledge base as defined in the paragraph 2.1 to be sure your suspected Error has not already been reported. If the Error has been reported and fixed, you may ask for a Maintenance Delivery. DS will provide You with the latest Licensed Program Releases and Maintenance Delivery media ordering and Electronic download at https://iam.3ds.com/self_service/login/service/websupport/.

2.3 Customer Know-how enablement

Your Authorized Contacts may access a knowledge base available at the following address <http://www.3ds.com/support> to search for answers to commonly asked questions.

All Users may access a set of social support tools in DS communities at the following address <https://swym.3ds.com>.

Communities contain information related to the Licensed Program(s) including tips, product information, tutorials, models, iQuestions, and conversations. This Support Service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

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3 Reinstatement of Support Service

Academic Licensee may terminate Support Services for a Licensed Program ordered under a PLC/ALC pricing structure as defined in the Agreement subject to the following conditions: (i) Academic Licensee 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 Academic Licensee under any license agreement then in force between Academic Licensee and DS and any other DS Group Company. In such case for all such licenses described in the preceding sentence: (x) Academic Licensee shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (y) Academic Licensee 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 Academic Licensee, 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.

Academic Licensee may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Academic Licensee under any license agreement then in force between Academic Licensee and DS or any other DS Group Company, and Academic Licensee 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.