

**Dassault Systèmes**  
**Customer Support Service**



WW Customer Support  
PLM Solutions  
DASSAULT SYSTEMES  
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**SUPPORT SERVICE POLICIES  
FOR DRAFTSIGHT PREMIUM**

**Date: February 16th, 2010**



## Definitions

**Agreement** means the Dassault Systèmes Draftsight Additional Offering pursuant to which Licensee benefits of Support Services.

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

**Correction** means a solution provided to Licensees through the change of software or documentation. It is, delivered through a new Release, a Documentation amendment 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 the Licensed Program(s)

**DS Group Company** means Dassault Systèmes, a French “société anonyme” 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 Support Team**, composed of technical experts, can comprise several organizations within DS Group Company depending upon the type of Service Request issued by the Licensee. 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).

**Licensed Program(s)** means (i) any data processing program belonging exclusively to DS or its licensors, for which a license is ordered by and provided to Licensee pursuant to the Agreement, consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Licensee is entitled to the extent it has paid the applicable fees. Licensed Program(s) do not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface or mode of delivery.

**Licensee**, also designated by the term “**You**”, “**Your**”, means the legal entity that entered into the Agreement.

**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).

**Problem** means any incident Defect or Non-Defect encountered with use of any Licensed Program

**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 Licensee 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 Period** means the period starting when the Licensee purchases the Support Service.

**Support Policies** means the present document.

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

## 1 At a Glance

These Support Policies describe the Support Service applicable to Licensee pursuant to the Agreement published at <http://www.3ds.com/terms/support-policies> and include periodic updates made available during the Support Period.

A DS Group Company will provide Support Services according to the terms of the Agreement. Support Services are delivered subject to up-to-date payment by Licensee of all applicable charges due pursuant to the Agreement.

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

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 Customer Know-how enablement

You may access a set of social support tools available online to assist You in learning, sharing and asking for support. In addition You could find all information related to the Licensed Program(s) by accessing to tips, product information, iQuestion, content (such as tutorials, models, pictures, etc.). This Support Service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

### 2.2 How to ask a question to my Support Service's community?

You may go online and ask Your question to the community via iQuestions. This Support Service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance). Community members which can be DS or External members may provide You with an answer.

### 2.3 How to submit a Problem to DS?

You may go online to the community and report a Problem. An automatic Service Request is created. This Support Service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance). This Support Service is just a channel to report a Problem to DS.

Before reporting a Problem, it is Your responsibility to ensure the following steps are taken:

- Connect to Your community associated to Your service to consult technical documents, iQuestions and the DS knowledge base (when applicable) to search for the answer.
- If the answer cannot be found, You shall provide following information to the DS Support team when reporting a Problem:
  - Title of Your Problem
  - A simple step by step scenario that enables the DS Support Team to reproduce the Problem;
  - Any error or diagnostic messages that appear
  - Your hardware (brand and model), operating system version, amount of RAM, and swap space;
  - The product/services in which the Problem occurs
  - 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.

- What is the DS Support Team role?
  - is Your primary contact
  - Collects Your Problems
  - Performs the preliminary investigation of the Problem to check for duplicates and known Problems
  - Reproduces the Problem
  - Provides answers, corrections or workarounds as appropriate or available
  - Updates the progress on the resolution of the Problem on a regular basis in the DS support web tool
  - Validates the resolution of the Problems and manage their closure
  - Includes answers, corrections or workarounds within the DS knowledge base
  - Communicates to the DS Research and Development organization the information collected during the analysis of the Problem, including the reproduction results, if required for code analysis and corrections

## **2.4 Who is Your phone support contact?**

You can access by phone a local «Support Center» (in English, except when local language support is available) 8 hours (local time) per day from Monday to Friday (excluding major holidays, local time is defined as the time zone of the local «Support Center» providing support to You).

A list of the DS Customer Support Centers locations is available at the following address:  
<http://www.3ds.com/support/customer-support-centers>

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 Service. When You contact the DS Support Team, a unique Service Request number is assigned to Your Problem. 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.

## **2.5 Prerequisite to contact the DS Support Team**

You shall designate Your authorized contacts, who shall be duly trained in using the Licensed Programs to contact the DS Support Team.

## **2.6 How to track Your Problem?**

Your authorized contacts can ask for the status visibility of their Defect and Non Defect Services Requests.

## **2.7 When will You receive the answer to Your Service Request?**

### **2.7.1 Determine the level of urgency**

When submitting a Problem to the DS Support Team, You should propose a qualification in the description of the Problem according to the impact of the incident regarding Your day-to-day operation.

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.

### **2.7.2 Service Request Closure Objectives**

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

When the Service Request is qualified as a “Defect”, a Correction may be included in a future Release of the Licensed Program. Service Request closure could reflect deferred corrections with a closing code to designate plans for inclusion in a future Release.

For any Problem, 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 Problems.

### **2.8 Remote access**

In some situation where the Problem could not be solved, DS may invite You to a remote session in order to reproduce Your problem in a collaborative mode.

## **3 Performance of Support Service**

Performance of Support Service depends upon Your full cooperation, including, without limitation, providing at no charge to the 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 Service.

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 Service 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 Service. You acknowledge and agree that performance of Support Service is dependent upon the accuracy and completeness of Your data. You shall ensure that data communicated to DS Group Company does not violate Your internal confidential and secured information policies. 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.