

## CUSTOMER SUPPORT SERVICES POLICIES FOR DASSAULT SYSTEMES ONLINE SERVICES

### 1. At a Glance

These Support Policies describe the Support Services applicable to Online Services ordered by Customer pursuant to the Agreement and are detailed at <http://www.3ds.com/terms/support-policies>.

3DS Group Company will provide Support Services according to the terms of the Agreement, subject to Customer being current in payment of all applicable charges.

3DS Support Team will provide high quality Support Services and comply with these Support Services Policies. 3DS Support Team may therefore launch regular surveys and interviews to improve the quality of Support Services.

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

In some cases, 3DS may delegate to a Service Provider the first level of Support Services.

### 2. Definitions

**Case** means any question (Defect or Non-Defect) encountered with use of any 3DS Offering.

**Cloud Priority Case** means, in the context of the 3DEXPERIENCE and ByMe (3DVIA) Online Services, (i) an Online Services interruption other than a Planned Service Interruption or an Emergency Service Interruption, or (ii) the total inability for Customer to load or save its data.

**Configuration** means a defined set of specified versions or version ranges of Platforms allowing the Licensed Program, part of the Online Services for which on-premise installation may be required, to run. Configurations are categorized by 3DS as follows:

- **Certified Configuration** means a set of Qualified and/or Validated Platforms (as defined in the Documentation) for which 3DS Group Company has performed a set of relevant automated and/or manual test cases.
- **Derived Configurations** means a Certified Configuration with some different features for which 3DS Group Company has not performed any automated and/or manual test cases at any level on this Derived Configuration. Such additional features can be for example:
  - for hardware:
    - different clock speed
    - different cache size
    - inferior number of cores
    - different lithography
    - different disk
    - different network subsystems
    - different texture memory configurations
  - for software: Windows maintenance upgrade (only if hardware support exists, and if such level of Windows has been determined as Qualified, Validated or Compatible Platform in the applicable Documentation)For the avoidance of doubt, a change in the chipset, a superior number of cores, and/or a major Windows version change does not qualify a Configuration as a Derived Configuration.
- **Not Listed Configurations** means any Configuration not included in the Certified Configuration category and/ or in the Derived Configuration category. For such a Not Listed Configuration, no information is available and no consideration has been given as to whether the Licensed Program, part of the Online Services for which on-premise installation may be required, will or will not run properly on such a Configuration.

**Correction** means a solution provided to Customers through the change of software or documentation and delivered through a new Release, a Documentation amendment or Maintenance delivery, as applicable.

**CRITSIT** means CRItical SIuation. The CRITSIT process is an escalation process, part of the official Support Services processes for a Defect Service Request that is escalated to 3DS Group Company management attention to accelerate the certification and closure of the Service Request.

**Customer** means any legal entity which is granted use of 3DS Offerings pursuant to the Agreement.

**Defect** (or "Error") means a material malfunction in the performance of any 3DS Offering, as performance is described in its Documentation, and which is reported in accordance with the applicable Support Policies and reproducible by 3DS.

**Documentation** means, at any time, the current user documentation in any form or media as delivered together with the 3DS Offering for use in connection with the 3DS Offering.

**3DS** means the 3DS Group Company which concluded the Agreement with Customer.

**3DS Support Team**, composed of technical experts, can comprise several organizations within 3DS Group Company depending upon the type of Service Request issued by Customer. 3DS Support Team is responsible, among other things, for receiving, filtering and handling all Service Requests related to 3DS

Offerings.

**3DS Support Tool** is the 3DS online infrastructure accessible at [www.3ds.com/support](http://www.3ds.com/support) enabling Customer to request media, submit Service Requests, download Maintenance Deliveries and latest Licensed Program Releases and access the 3DS knowledge base.

**3DS Offering** means one or more Licensed Programs and/or Online Services and/or Packaged Offering.

**3DS Research and Development** is the organization covering all brands in charge of developing 3DS Offerings and providing Maintenance Delivery.

**Emergency Service Interruption** may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation i) attacks on the Online Services (including a denial-of-service attack), ii) Customer's use of Online Services disrupting Online Services or creating a security risk to 3DS or to any 3DS customer, iii) harming of 3DS systems or any 3DS customer's systems, or iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

**Fix Upgrade** means an emergency delivery applied outside the nominal scheduled Maintenance delivery, as deemed necessary by 3DS.

**Initial Response Time** means the amount of time elapsed between the initial Service Request submitted by Customer to 3DS Support Team, or to Service Provider as applicable, and the initial response to Customer by 3DS Support Team (or the Service Provider as applicable), in connection with such Service Request. It corresponds to the first feedback to a Customer with the first steps of troubleshooting and Case determination.

**IFWE Loop or IFWE Experience** means the software environment hosted by 3DS, including information, contents, data, documents, materials, software, communities and services, made available on such environment by 3DS or Distributor to Customer and his users pursuant to the conditions defined in the applicable IFWE Loop terms of use.

**Machine** means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

**Maintenance Delivery** means a periodic delivery of a 3DS Offering which mainly includes the correction of Error(s) for a given 3DS Offering, if and when made generally available to the market.

**Non-Defect** means any Case encountered in relation with use of any 3DS Offering and which is not qualified as a Defect. For avoidance of doubt, it shall not include: training on 3DS Offering, support regarding any customized versions of 3DS Offering, development of new 3DS Offering or methodologies, enhancement requests, information about future 3DS Offering 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 3DS Group Company tools can be arranged under a separate agreement.

**Opening Hours** is defined as the time during which Support Services are available to Customer in a given time zone. By default, the time zone is determined by Customer location as mentioned in the Transaction Document. Opening Hours are defined at <https://www.3ds.com/support/contact/call-us>

**Packaged Offering** means a 3DS Offering composed of several Licensed Programs and/or Online Services as defined in the product portfolio published at [www.3ds.com/terms/product-portfolio](http://www.3ds.com/terms/product-portfolio), each Licensed Program and Online Services specific use being governed by its applicable OST.

**Personal Data and Processor** shall have the same meaning as in the Agreement.

**Planned Services Interruption** means the period of time necessary to interrupt the Online Services in order to perform scheduled preventive or corrective maintenance, as well as back ups. Interruptions for i) preventive or corrective maintenance shall last a maximum of four (4) hours per month and planned one (1) week in advance, and ii) backups shall last a maximum of one (1) hour per day when performed during Customer's business hours.

**Platform** is a third party hardware architecture and/or a third party software framework which is part of or runs on a Machine and allows Licensed Program, part of the Online Services for which on-premise installation is required, to run. Platforms can include one or several of the following hardware and/or software components: hardware architecture, operating system (including national language parameter settings), programming languages and frameworks, runtime libraries, application servers, database, other middleware. Platforms are documented as the prerequisites for the installation and execution in the Documentation or listed in the Program Directories as documented on [www.3ds.com/support](http://www.3ds.com/support). A Platform is Qualified, Validated, Compatible, Incompatible or Not Listed.

- **Qualified – Qualified Platform** means a Platform for which 3DS has performed a set of extensive test cases. Each Qualified Platform is tested for each Release and Maintenance Delivery related to the Licensed Programs, part of the Online Services for which on-premise installation is required and for which the Platform is documented by 3DS as Qualified.
- **Validated – Validated Platform** means a Platform for which 3DS has performed a set of basic test cases
- **Compatible – Compatible Platform** means a Platform for which, based upon 3DS study or relying upon Platform vendor compatibility rules or support policy, there is no known technical reason why Licensed Programs will not run on such a Compatible Platform.
- **Incompatible – Incompatible Platform** means a Platform for which 3DS has confirmed that Licensed Program(s), part of the Online Services for which on-premise installation is required will not properly operate on it
- **Not Listed Platform** - If a Platform is not listed in one of the above categories, no information is available and no consideration has been given as to whether Licensed Program(s), part of the Online Services for which on-premise installation is required, will or will not work on such Platform.

**Production Stoppage** means an Urgent Case related to 3DS Online Services on Certified Configuration that have serious consequences on Customer's normal business operations and causes a production stoppage. For example, such Production Stoppage can be as follows:

- most of users:
  - ✓ cannot login to Online Services
  - ✓ cannot find, access, modify or save data;

- ✓ are no more able to run a critical industrial process;
  - ✓ face unacceptable performance degradation (Customer encounters a sudden degradation of response time attributable to 3DS Online Services)
  - ✓ face licensing issues preventing a normal use of 3DS Online Services
- data exchange flows attributable to 3DS Online Services are stopped.

**Service Provider** means a third party, including Distributor, to which 3DS delegates the first level of the Support Services.

**Service Request** (or SR) means a single entry in the 3DS Support Services tool (subject to temporary unavailability for system maintenance), submitted for a single Case by Customer, Distributor or 3DS Support Team, as applicable, and validated and registered by 3DS Support Team. The Service Request number identifies the Case using a unique identifier as follows: SRnnnnnnnn ["n" is a digit].

**Support Policies** means the present document.

**Workaround** means a change in the way of using 3DS Offerings followed procedures or data in order to avoid Defect without substantially impairing use of the 3DS Offerings.

Defined terms can be used in a singular or plural form.

### 3. Level of Support Services available under the Agreement

The Support Services package available for Online Services during the period of Customer's Agreement is the Support Services level called **ADVANTAGE**.

### 4. ADVANTAGE Support Services Description

Online Services upgrades may occur up to five (5) times per year. 3DS will provide Customer with a twenty-two (22) calendar days' notice prior to an FD upgrade, and- a thirty (30) calendar days' notice prior to a new Release. Each upgrade notice will include the timeframe during which the upgrade, whether for New Releases or new FDs, will be conducted. All upgrades are implemented automatically.

Maintenance Deliveries and Fix Upgrades on server are mandatory.

3DS delivers Support Services that help Customers to efficiently improve the usage of the Online Services. Those Support Services as described below are available online at [3ds.com/support](https://3ds.com/support) 24 hours per day, 7 days per week (subject to temporary unavailability).

#### 4.1. "User Empowerment" services.

##### 4.1.1 Self-Expertise

Customer may access some content produced by 3DS dedicated to certain 3DS Offerings:

- 3DS experts Questions & Answers: Technical Questions & Answers related to 3DS Offerings usage;
- White papers: High value and detailed document dealing with one technical topic;
- Known issues and solutions: List of all issues known and their associated solutions documented by 3DS Support Team;
- User guide: Online official product documentation translated into some languages, as available;
- Administrator's guide: Online official documentation that provides detailed setup, configuration and conceptual information;
- Video tutorials: Technical step by step tutorials presented by 3DS.

##### 4.1.2. Users' community

Customer may access users' community dedicated to certain 3DS Offerings.

Users' community may contain:

- Blogs: 3DS's publication related to 3DS Offerings news, tips, success stories, best practices;
- Question feature which consists of:
  - Ability for Customer to ask a question to all community members;
  - Ability for community members, who can be 3DS or non-3DS members, to provide Customer with an answer;
  - Sending of a notification when answer is provided;
  - Ability to validate and capitalize the best answer provided.

- A dedicated feature where Customer may propose and vote for enhancement suggestions related to 3DS Offerings.

#### 4.2 “Release Lifecycle” services

“Release Lifecycle” services may include the following:

- Cloud Eligibility checker: a tool available on 3DS.com/support to check the compatibility of Customer environment with 3DEXPERIENCE Online Services.
- Release Note: Document published at each 3DS Offering Release providing the list of enhancements, recommendations for installation, new certified configuration and known issues, if available.
- Planned maintenance information: Information published at least one week in advance about a potential service interruption for maintenance purpose.

#### 4.3 “Technical Assistance” services

Technical Assistance services enable Customer to report a Case and get direct help from Support experts.

- Who can report a Case?

- For 3DEXPERIENCE online services, any Customer’s users can report a Case in English
- Online Services and Academic Customers, solely Customer’s designated contacts are authorized to report a Case in English to 3DS Support Team.

Any designated contact appointed by Customer shall be duly trained in using Online Services and shall be able to comply with technical assistance prerequisites (Customer role) as described in section 6.1. 3DS may limit the number of designated contacts. Designated contacts registration is an action documented in 3DS.com/support.

- How to report a Case?

Customer may report a Case by any mean described below.

- ✓ **Online Case submission**

Customer may go online to submit a Case in English, check its status, and manage it until the solution is delivered.

Online Case submission services are available at 3DS.com/support, 24 hours per day, 7 days per week (subject to temporary unavailability).

- ✓ **Online Case submission in a community dedicated to Customer**

If available, Customer’s users may access the IFWE Experience community to submit Cases in English, and receive from 3DS Support Team and/or from their Service Provider knowledge and know-how on 3DEXPERIENCE platform.

- ✓ **Phone support**

Customer will have access by phone to a «Support Center» (which will answer in English, except when local language support is available) from 9 am to 5 pm local time Monday through Friday (excluding major holidays). Local time is defined as the time zone of the «Support Center» providing Support Services to Customer. The list of 3DS Group Company Support Centers is available at <http://www.3ds.com/support/customer-support-centers>. If 3DS delegates the first level of support role to a Service Provider, Customer must report his Case to Service Provider.

In the context of 3DEXPERIENCE Online Services and ByMe (3DVIA) Online Services only, if Customer experiences a Cloud Priority Case, Customer will have access to phone support assistance in English, except when local language support is available, 24 hours per day, 7 days per week, excluding public holidays as indicated at <http://www.3ds.com/support/customer-support-centers>.

- How to file a Case?

When submitting a Case, Customer shall propose a qualification in the description of it according to the impact of the Case regarding Customer’s day-to-day operation.

Four levels of urgency are available:

- ✓ **Urgent:** Customer is unable to use the 3DS Offerings and have severe/critical impacts on operations, and no Workaround exists.
- ✓ **High:** Customer is able to use the 3DS Offerings but operations are severely restricted by the incident. A Workaround exists.
- ✓ **Medium:** Customer can use the 3DS Offerings with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Customer’s operations.
- ✓ **Low:** The Case causes little or no impact to Customer’s operations.

Once received by 3DS Support Team, Customer’s Case and related proposed qualification of its urgency level will be reviewed by the 3DS Support Team. Customer and 3DS Support Team may enter into discussion, as applicable, before the final qualification of the Case urgency by 3DS Support Team.

3DS Support Team' target is to address Customer's Case based on its validated urgency level as follows.

Urgency level	Initial Response Time
Urgent	2 Opening Hours
High	4 Opening Hours
Medium	8 Opening Hours
Low	2 business days

In the event Customer requires an immediate Initial Response Time, Customer may reach the 3DS Support Team by phone during Opening Hours. If a Workaround is available and provided to Customer, the qualification of the Urgency level shall be considered as low.

- **3DS's resolution objectives**

3DS Group Company analyzes Customer's Case 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 3DS Offering. Service Request closure may reflect deferred Corrections with a closing code to designate plans for inclusion in a future Release.

For any Case, once the Service Request is created, the appropriate 3DS Research and Development team will make commercially reasonable efforts to close all the Service Requests qualified as Defect according to the urgency level within a timeframe to be determined by 3DS Group Company.

- **Escalation of critical Case (CRITSIT process)**

If 3DS delegates the first level of Support role to a Service Provider, Customer must contact its Service Provider to escalate a Case by using the CRITSIT process.

When Customer encounters a critical Case, Customer can escalate such Case to 3DS Support Team at 3DS.com/support, 24 hours per day, 7 days per week (subject to temporary unavailability), by using the CRITSIT process. 3DS Support Team will qualify the situation and follow the appropriate process, as applicable.

A Case can be considered as critical, if:

- Customer's 3DS Offering, which is in deployment or production, is totally stopped or so severely impacted that it cannot reasonably continue working,
- Case is a Production Stoppage
- and there is no available Workaround.

- **Remote access**

In some situations where the Case could not be solved, 3DS Support Team may invite Customer to a remote session in order to reproduce Customer's Case in a collaborative mode. In such exceptional cases, Customer appoints 3DS as Processor for the provision of remote Support Services. Therefore, the "Processor Obligations" of the Agreement (excluding the Data Processing Exhibit) shall apply with the following additional data processing terms for that purpose:

Categories of data subjects whose Personal Data is processed	Customer's authorized users Data subjects whose Personal Data are included in Customer's data
Categories of Personal Data processed	Personal data included in Customer's data (with exclusion of sensitive Personal Data or special category of data, unless a dedicated written agreement is executed between the parties)
Purpose of the processing	Support Services
Nature of the processing	Remote access and viewing If required, Customer may authorize 3DS to collect Customer's data (including Personal Data if any) for inclusion in the Service Request.
Duration of the processing	Duration of remote Support Services
Technical and organizational measures	Available in the Knowledge Base <a href="#">here</a>
List of sub-processors	Any 3DS Group Company, <a href="#">and any sub-contractor as agreed in the Agreement</a> .

#### 4.4 Specific Terms and Conditions for GxP Online Services

##### Online Services Upgrades



Customer will have access to New Releases' and new FD's upgrades, in a staging validation environment, at least nine (9) weeks – prior to the scheduled upgrade.

Customer is strongly recommended to conduct its quality tests in this staging validation environment within four (4) weeks following the upgrade and to report Case(s), if any, to 3DS.

3DS will make commercially reasonable efforts to provide a Correction in the staging validation environment for any Production Stoppage Service Requests reported within the four (4) weeks following an upgrade. Additionally, 3DS will make commercially reasonable efforts to provide a Correction in the production environment for any Production Stoppage Service Requests reported to 3DS.

#### **Additional Services Provided with GxP Online Services**

In addition to the Support Services described above, 3DS will provide Customer, as part of a GxP cloud Platform or GxP private cloud Platform (as defined in the applicable OST), with the following services applicable solely to its GxP 3DS Offerings:

- **Release Note**

Release Note is an information about changes of a new Release or a new FD level implementation. It may include the following:

- **PDIR:** The Program Directory (PDIR), communicated at upgrade, includes information specific to each 3DS Offering, including new features, installation and maintenance information, and known issues.
- **What's New:** This document outlines changes to roles, including new roles and functional changes.-This information is provided via a publication posted in Customer IFWE Experience community ten (10) calendar days in advance.

- **Fix Upgrade Communication**

Customer will be notified around one business day prior or after the availability of a Fix Upgrade. This notification is provided via a publication posted in Customer IFWE Experience community. Customer will be provided separately with comprehensive information about the Fix Upgrade.

- **IQ Report Communication**

IQ refers to an "Installation Qualification Report". This document provides evidence that a new software system has been installed in compliance with technical specifications and 3DS' Quality Management System (QMS), excluding any Customer-specific configuration and/or integration applied on top of the 3DS Offering. Following each environment upgrade, Customer will be informed of evidence of the successful software version installation. This report includes information on installation qualification and updated Online Services. This notification is provided via a publication posted in Customer IFWE Experience community.

- **Validation Kit Communication**

Following each environment upgrade, Customer will receive a functional validation kit. This kit provides documented evidence of the functional testing conducted by 3DS on GxP-impacted applications and features for a particular Release, excluding any Customer-specific configuration and/or integration applied on top of the 3DS Offering. Customer's validation kit is provided via a publication posted in Customer IFWE Experience community.

## **5. Optional Support : PREMIUM Support Services Description**

### **5.1 At a Glance**

The 3DS Premium Support Services for Online Services will be provided by 3DS if Customer is current with the fees due for the ADVANTAGE level of Support Services for the Online Services and the payment of additional Premium Support Services for Online Services fees. The 3DS Premium Support Services for Online Services apply solely to 3DEXPERIENCE portfolio.

### **5.2 Governance**

3DS will appoint:

- A representative ("Customer Success Advocate"), to be Customer's main point of contact for the fulfillment of the 3DS Premium Support Services. His/her role consists in a providing visibility on the performance of the Premium Support Services as further described below.
- A technical expert ("User Success Engineer"), to be the technical support specialist who has acquired specific knowledge and experience of Customer's processes and environment so as to be able to technically assist Customer with the key Services Requests linked to Customer's use of the Licensed

Programs.

Customer is responsible for designating a Premium point of contact to serve as the contact for the Customer Success Advocate.

Customer Success Advocate mission consists of contributing to improve Customer's experience with the 3DEXPERIENCE Online Services:

- managing convergence objectives about Service Requests backlog during regular calls (cadence to be determined with Customer)
- managing requirements about support communications, hardware and software compliance communications, support process;
- serving as the focal point to drive system availability and performance improvement plans (when applicable);
- suggesting a risk mitigation plan (when relevant);

Customer Success Advocate is located at 3DS premises. As a general rule, the Customer Success Advocate is available to Customer from 9:00 am to 5:00 pm in the Customer Success Advocate's time zone, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.

Dedicated User Success Engineer mission consists of:

- serving as the primary interface to manage critical situations such as CRITSIT and Cloud Priority Cases coordinating all account-level activities within 3DS.
- providing effective support based on in-depth knowledge of Customer's methodologies and main business processes:
  - regularly handling Customer's Service Requests;
  - providing in-depth updates and communications related to Customer's Services Requests;
  - collaborating with the 3DS Research and Development team to develop and share best practices based on Customer's technical requirements related to the 3DEXPERIENCE Online Services (except enhancement requests and in-depth methodologies such as detailed API consulting);

Dedicated User Success Engineer is located at 3DS premises and may regularly go to Customer premises (cadence and conditions to be determined together with Customer). As a general rule, the dedicated User Success Engineer is available to Customer from 9:00 am to 5:00 pm in the dedicated User Success Engineer's time zone, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.

Dedicated User Success Engineer may request an access to your environment and data to speed up solution convergence.

### **5.3. Empower Users**

#### **5.3.1 Dedicated Onboarding**

Customer gets, during first 3 months period after the date of purchase, dedicated onboarding sessions (frequency and duration in 3DS discretion) to get started with the 3DEXPERIENCE Online Services. 3DS nominates a cloud expert dedicated to Customer who will share knowledge and know-how with Customer's users through a live presentation explaining the 3DEXPERIENCE Online Services concepts, the dedicated IFWE Loop community and rich client software installation. 3DS cloud expert will also regularly set up calls with Customer to review solution adoptions and propose live question and answers (Q&A).

### **5.4 Anticipate Changes**

#### **5.4.1 Early Dedicated What's New**

Customer Success Advocate communicates ahead of upgrade a specific note. Customer will be informed:

- for new Release: 10 days before upgrade
- for new "FD" level: 10 days before upgrade

#### **5.4.2 Beta Program**

Beta Program service enables Customer to discover upcoming new features and functionalities at early stage on every new major Release.

3DS may occasionally organize evaluations of Releases which are not yet generally available ("Pre-GA Level). The Customer Success Advocate will inform Customer of such upcoming opportunities and Customer will be invited to participate in these online evaluations, in a Pre-GA-testing environment, subject to acceptance by Customer of any terms and conditions established by 3DS in this context.

These early access to Pre-GA-testing environment will be available for evaluation purposes only to certain Customer's authorized users of the 3DS Offering, specifically excluding any production or commercial purposes for a limited period of time specified by 3DS Customer Success Advocate. By using access to Pre-GA-testing environment, Customer acknowledges and agrees that (i) all Customer data created in Pre-GA-Testing Environment will not be migrated back to production and (ii) the use of such services is granted under the terms and conditions of the Customer Evaluation License and Online Services Agreement. The parties agree as follows:

- The Pre-GA Level has not completed a quality-testing program, and the service may close down without warning or give unreliable results;

- 3DS reserves the right to terminate access to the Pre-GA-testing environment or to delete it and remove Customer Data at any time without notice;
- 3DS shall have no obligation to provide support for the Pre-GA-testing environment;
- No service level agreement shall be applicable to Pre-GA-testing environment;
- The Pre-GA-testing environment is made available on an "as is" basis, without warranty of any kind, whether express or implied, oral or written, including without limitation the implied warranties of merchantability, title, non-infringement and/or fitness for any particular purpose, and all such warranties, conditions, undertakings, and terms are hereby excluded to the extent permitted by law. In no event shall 3DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer's use of the Pre-GA-testing environment.

## 5.5 Optimize Productivity

### 5.5.1 Business Continuity at Upgrade

The purpose of the service is to secure upgrade efficiency with systematic pre-upgrade customer tests and post-upgrade synchronization with Customer. Customer dedicated governance performs the following:

- Dedicated User Success Engineer accompanies Customer during the tests at upgrade
  - o test some critical red wire scenarios (as agreed, maximum 1h30 of cumulated scenarios of 5 minutes maximum each) at upgrade
  - o Provided that Customer has a pre-production environment set up (compliant with 3DS requirements), tests can be replayed between 2 and 4 weeks before upgrade depending on pre-production environment availability.
- Customer Success Advocate orchestrates critical issues resolution plan. He or She targets that blocking regressions qualified as CRITSIT are corrected or have a plan for resolution.

### 5.5.2 Mission Critical for Production Stoppage

If a Case related to 3DS Online Services on Certified Configuration has serious consequences on Customer's normal business operations and causes a production stoppage ("Production Stoppage").

- Customer shall call promptly during Opening Hours the Customer Success Advocate.
- 24 hours per day, 7 days per week, Customer may call the hotline dedicated to Production Stoppage situations (phone number is communicated by the Customer Success Advocate).

During the Opening Hours in which he/she is available, the Customer Success Advocate will promptly qualify Customer's situation. The frequency and channel of communication will be defined on a case-by-case basis, by mutual agreement between 3DS and Customer. Outside the normal working hours of the Customer Success Advocate, the qualification will be handled by a 3DS infrastructure expert.

Outside Opening Hours in which the Customer Success Advocate is available, the phone conversation shall be in English, except when local language support is available.

Customer shall designate an English-speaking contact:

- ✓ who has as much information and details as possible to enable 3DS to qualify the Case as a Production Stoppage and provide the information detailed in the "Case Management" chapter of the Support Policies;
- ✓ with sufficient knowledge and expertise (for example, the ability to describe the symptoms and their impacts) in the event that Customer must take steps to limit the Production Stoppage;
- ✓ capable of opening a remote connection and allowing 3DS to access Customer's IT infrastructures (hardware, middleware components and software) and connect to the necessary data. Remote access installations shall be granted on all Customer R&D labs and not be blocked by Customer's internal security measures.
- ✓ Who has an access to 3DS Support Tool.

When the Case is qualified as a Production Stoppage, 3DS will provide, within four (4) hours after receiving the call, a corrective action plan for resolving Customer's Production Stoppage. The corrective action plan will include:

- the progress of the resolution process;
- the next steps planned, specifically including the identification of the relevant 3DS resources;
- the actions required from Customer to support the resolution process;
- insofar as possible, the projected dates of the 3DS actions; and
- the date and time of the next progress update by 3DS.

The service level objective of four (4) hours mentioned above only refers to that part of the turnaround time when the message is being managed in 3DS. It does not include the turnaround time during which such action plan, once approved by Customer, is implemented.

### 5.5.3 Optimized Stability Services



Purpose of the Optimized System Availability service is to conduct investigation of non-reproducible scenarios to improve the end user time session.

Within the scope of the Optimized System Availability service:

3DS will first measure the actual Mean Time Between Failures ("MTBF") based on the number of crashes, and jointly agree with Customer on the long-term MTBF objective to reach, based on MTBF initial measure.

On Customer's request, 3DS will then monitor monthly the MTBF on the name and on behalf of Customer in order to:

- Attempt identifying the primary causes of abnormal session ends and list the top 5 non-identified problems of the month;
- perform in-depth analysis of the 5 problems of the month;
- work on possible corrective actions or plan to enhance the MTBF

3DS will send to Customer a monthly report revealing the results of the MTBF analysis and the corrective actions possibly taken.

#### **5.5.4 Improved Performance Services**

Purpose of the Improved Performance service is to identify or anticipate 3DS Offerings performance issues on Customer production environment.

Within the scope of the Improved Performance service:

3DS will first collaborate with Customer to jointly identify the critical usage scenarios (including data sets, applicable Releases) that are essential for its activity and define with Customer the acceptable and realistic wait times for end users' usage scenarios.

Then, Customer must replay, on a regular basis, the identified usage scenarios in its production environment on a Machine dedicated to the Improved Performance service in order to measure the actual performance (end user elapsed time) and communicate the results to 3DS.

If Customer has performed the above-mentioned performance measurements and communicate them to 3DS, 3DS will then, when applicable:

- identify possible improvements (such as Maintenance Delivery or methodology) to be implemented by Customer;
- send a report to Customer describing the performance results and the improvement actions to be implemented;
- send a performance status to Customer with recommendations which may include best practices, guidelines and/or identified Corrections.

### **6. Roles and Responsibilities**

#### **6.1. Customer**

Performance of Support Services depends upon Customer's full cooperation, including, without limitation, providing at no charge to 3DS Group Company, safe and timely access to Customer's computer systems, personnel (executives and staff), facilities, utilities, data and information reasonably necessary for such performance.

Customer shall ensure that Customer has the appropriate licenses or rights, as may be applicable, from third parties with respect to software, data and information in order to allow performance of Support Services hereunder. Customer is responsible for the accuracy and completeness of the data and information Customer supplies. Customer hereby grants a license to 3DS Group Company to use such data and information to perform the Support Services. Customer acknowledges and agrees that performance of Support Services is dependent upon the accuracy and completeness of Customer's data and information. Customer shall ensure that data and information communicated to 3DS Group Company do not violate Customer's internal confidential and secured information policies. Customer shall indemnify, defend and hold 3DS Group Company harmless from any action based on a claim that any tangible and intangible component, information or data provided by it infringes any third party's patent, copyright or trademark, or a misuse of any third party's confidential, proprietary or trade secret information.

Before reporting a Case, it is Customer's responsibility to ensure the following steps are taken:

- Ensure that the 3DS Offerings are not under Planned Service Interruption or Emergency Service Interruption (as defined in the Service Level Agreement);
- Consult technical documents, Questions and the 3DS knowledge base to search for a potential solution;
- Install the required on-premise Licensed Programs as part of the Online Services, if applicable; If a solution cannot be found, provide the following information when reporting a Case:
  - The title of Customer's Case;
  - A simple step by step scenario that enables 3DS Support Team to reproduce the Case;
  - Any error or diagnostic messages that appear;
  - Customer's hardware (brand and model), operating system version, amount of RAM, and swap space;
  - The 3DS Offering in which the Case is identified; and
  - Any additional information required to analyze Customer's Service Request.

The 3DS Support Team is a worldwide multi-tiered organization, located in the Americas, Asia and Europe to provide Customer with responsive and proactive Support Services. In that globalized context, when submitting a Service Request, Customer shall ensure that among the information sent to 3DS to analyze the Case, there is no personal data, i.e. information relating to an individual as defined by the applicable data protection legislation (except when required by 3DS Support Team to collect additional Case information such as, but not limited to, traces,...), nor information that Customer considers as confidential, or which requires a governmental authorization to be exported unless this authorization is required solely for export to countries subject to trade sanctions.

## 6.2. 3DS Support Team

3DS Support Team is in charge of the following:

- Reproduces the Case raised as a Defect;
- Assesses and finalizes the Case qualification including the urgency level;
- Communicates to the appropriate 3DS Research and Development organization the information collected during the analysis of the Case, including the reproduction results, if required for code analysis and Corrections and/or Workaroun3DS;
- Updates the progress on the resolution of the Cases on a regular basis;
- Validates the resolution of the Cases;
- Includes answers, Corrections or Workaroun3DS within the 3DS knowledge base.

If 3DS does not delegate the first level of Support Services to a Service Provider, 3DS Support Team, as Customer's primary contact :

- Collects Customer's Cases;
- Performs the preliminary investigation of the Case to check for duplicates and known Cases;
- Provides Customer with answers, Corrections or Workaroun3DS as appropriate or available;
- Manages the closure of the Service Request with Customer.

## 6.3. Service Provider

If 3DS delegates the first level of Support Services to a Service Provider, such Service Provider , as Customer's primary contact :

- Collects Customer's Case;
- Performs the preliminary investigation of Customer's Case to check for duplicates and known Cases;
- Reproduces the Case;
- Provides Customer with answers, Corrections or Workaroun3DS as appropriate or available;
- Manages the closure of the Case with Customer.

## 7. Platform and Configuration

The Platform and Configuration policies for Licensed Program, part of the Online Services for which on-premise installation may be required are the following unless otherwise described in the Online Services specific Documentation.

### 7.1 Support Services on Platforms & Configurations

Licensed Program, part of the Online Services for which on-premise installation may be required that are running on Qualified Platform, Validated Platform or Certified Configurations are supported in accordance with these 3DS Support Policies.

- For each Qualified Platform and Certified Configuration, a lab machine is configured and capable of running Online Service, enabling 3DS Support Team to address a Service Request specific to such Qualified Platform or Certified Configuration.
- For certain Validated Platforms 3DS Group Company may also have a lab machine configured and capable of running Online Service enabling 3DS Support Team to address a Service Request specific to such Validated Platform. When a Service Request is submitted, 3DS is making its commercially reasonable efforts to set up a lab machine as specified above for the Validated Platform on which the concerned Online Services are running.,

Licensed Program, part of the Online Services for which on-premise installation may be required that are running on certain Validated Platforms, Compatible Platforms or Derived Configurations are supported in accordance with these Support Policies provided that all Services Requests can be reproduced and addressed by 3DS on a Qualified Platform or Certified Configuration. For certain Validated Platforms, Compatible Platforms or Derived Configuration, there will be no lab machine configured and capable of running Licensed Program enabling 3DS to address a Service Request specific to such Platform or Configuration.

For Licensed Program, part of the Online Services for which on-premise installation may be required, running on Not Listed Configuration, Incompatible and Not Listed Platform, Support Services are not provided by 3DS.

To support Licensed Program, part of the Online Services for which on-premise installation may be required on a Certified Configuration or to solve some Cases identified on Certified Configuration, a new driver may need to be installed. In that case, 3DS explicitly recommen3DS installing this new driver, although it has not been validated on this Certified Configuration.

### 7.2 Support Service Performances related to Platforms & Configurations

The performance of these Support Services is conditioned upon the third party vendor maintenance and support policy (including but not limited to the full support policy of the third party vendor) for the Platform or Configuration.

If maintenance and/or support for a given Platform or Configuration are either modified, or are no more offering bug fixing, or are no longer publicly available from its third-party vendor, 3DS reserves the right, at its own discretion, without being held responsible of any damages whatsoever:

- to revise the categorization of the Platform for the Licensed Program, part of the Online Services for which on-premise installation may be required, and/or Releases, or
- to end Support Services for the corresponding Online Services and/or Releases.

In any case, 3DS has no obligation and no responsibility to provide Support Services on third party Platforms and/or Configurations. Customer remains solely and fully responsible

- For the choice, deployment and use of any Platform or Configuration and
- To maintain continuous support arrangements, relationship and contacts with third party providers of any elements of a Platform or Configuration to manage Cases related to third party provider's products.

### 7.3 Support Services Performances related to third party components within 3DS Offering

Certain third party components or products not developed by or for a 3DS Group Company might have been granted to Customer to be used in connection with or within 3DS Offering. In such a case, the performance by 3DS of Support Services for such 3DS Offering is conditioned upon the third party vendor maintenance and support policy (including but not limited to the lifecycle policy of the third party vendor).

Therefore, if maintenance and/or support for such third party component or product are modified or no longer publicly available from its third-party vendor, 3DS reserves the right, at its own discretion, without being held responsible of any damages whatsoever to end Support Services for the corresponding 3DS Offerings and/or Releases and/or the impacted functionality(ies).

## 8. Compensation

On top of the service level of the Support Services as described above in this Support Policy, during the term of the Agreement, 3DS shall provide the Online Services in accordance with the Service Level Agreement. Provided Customer has complied with its obligations under the Agreement, if the monthly availability as defined in the Service Level Agreement falls below 99.50 % for a given calendar month, Customer may submit a claim for compensation which shall include (i) a detailed description of the unavailability; (ii) information regarding the duration of the downtime(s) and the involved Online Service(s) used in production; and (iii) the number and location(s) of affected authorized users (if applicable). 3DS must receive the claim and all required information by the end of the calendar month following the month in which such availability target has not been met. 3DS will evaluate all information reasonably available and make a good faith judgment on whether a service credit shall be applied.

The compensation will be calculated as follows: for unavailability of a given Online Service of more than zero point five per cent (0.5 %) in a calendar month, as calculated under the Service Level Agreement, a time credit corresponding to twice the cumulated downtime in excess of the zero point five per cent (0.5%) threshold will be allocated. Time credits totaling less than twenty-four (24) hours will be rounded up to twenty-four (24) hours. Each twenty-four (24) hours of time credit will entitle Customer to a one (1) day credit against fees for the immediately following Support Services term, up to a maximum of thirty (30) days credit for the applicable Online Service.

For example, if there is cumulated downtime of 10 hours in a given calendar month, Customer is entitled to receive a 1 day credit:

- $0.5\% = 3.6$  hours per calendar month
- Cumulated downtime entitling Customer to compensation = 6.4 hours (10 hours of downtime - 3.6 hours)
- Time credit :  $6.4 \text{ hours} \times 2 = 12.8$  hours
- 12.8 hours will be rounded up to 24 hours, which equates to a 1 day credit.

This credit will be deducted from the fees strictly applicable to the Online Service due from Customer upon renewal and may not be reimbursed. Customer may not unilaterally offset the compensation for any performance or availability issues. This compensation is Customer's sole and exclusive remedy for any performance or availability issues for any Online Service under the Service Level Agreement.