CUSTOMER SUPPORT SERVICES POLICIES
FOR SIMULIA ACADEMICS LICENSED PROGRAMS and ACADEMIC USE

1. At a Glance

These Support Policies describe the Support Services applicable to the Licensed Programs within the SIMULIA Academic Portfolios, including Abaqus, Isight, Tosca, fe-safe, XFlow, Simpack, PowerFlow, CST Studio Suite and all add-ons available for these License Programs, and to any products (including commercial products not included in the SIMULIA Academic Portfolios) purchased by an academic institution for "academic use".

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

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

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

2. Definitions

Agreement means the agreement pursuant to which Customer ordered Licensed Programs and associated Support Services.

Case means any question (Defect or Non-Defect) encountered with use of any Licensed Programs.

Configuration – means a defined set of specified versions or version ranges of Platforms allowing the Licensed Programs to run. Configurations are categorized by DS as follows:
- **Certified Configuration** means a set of Qualified and/or Validated Platforms (as defined in the Documentation) for which DS 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 DS 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 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.

Customer means any legal entity, which has ordered Licensed Programs and associated Support Services pursuant to an Agreement, also designated as "**Licensee**".

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

Documentation means, at any time, the current user documentation in any form or media as made available by DS Group Company for use in connection with Licensed Programs.

Distributor means a third party authorized by a DS Group Company to distribute Licensed Programs and Support Services.

DS means DS Group Company which has entered in the Agreement with Customer.

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 Support Team means a team composed of technical experts, who are part of several organizations within DS Group Companies depending upon the type of Case issued by Customer. DS Support Team is responsible, among other things, for receiving, filtering and handling all Cases.

DS Research and Development means the organization covering all brands in charge of developing Licensed Programs and providing Maintenance Deliveries.

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

Licensed Program means (i) any data processing program for which a license is ordered by and provided to Customer pursuant to a Transaction Document consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Customer is entitled. A Licensed Program does not include new versions of a Licensed Program including any successor product which significantly differs in architecture, user interface or mode of delivery. When a Licensed Program is provided as part of an online service, Customer will have to refer to the Support Services for Online Services available at /www.3ds.com/terms/support-policies/ .

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

Non-Defect means any Case encountered in relation with the use of any Licensed Program and which is not qualified as a Defect. For the 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 DS 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

Platform - is a third party hardware architecture and/or a third party software framework which allows Licensed Programs 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. A Platform is Qualified, Validated, Compatible, Incompatible or Not Listed.
- **Qualified – Qualified Platform** means a Platform for which DS has performed a set of extensive test cases. Each Qualified Platform is tested for each Release and Maintenance Delivery related to the Licensed Program for which the Platform is documented by DS as Qualified.
- **Validated – Validated Platform** means a Platform for which DS has performed a set of basic test cases
- **Compatible - Compatible Platform** means a Platform for which DS has not performed any test cases at any level. However, 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 DS has confirmed that Licensed Program(s) 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 Programs will or will not work on such Platform.

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

Support Policies means this document.

Support Services means the range of services by which DS and/or a Service Provider provides assistance to Customers, as defined in these Support Policies.

Transaction Document means the form (which may be online) referencing the Agreement, signed or otherwise accepted by Customer and accepted by DS that identifies the Licensed Program and/or Support Services ordered by Customer, the quantities thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, the DS Group Company serving as the licensor or Service Provider and Customer identification.

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 Programs.

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

3. Level of Support Services available under the Agreement

Support Services described in these Support Policies are available exclusively for the supported Releases of Licensed Programs.

For some Licensed Programs, Customer can also order additional Support Services as described hereinafter.

3.1 Installation Support

Installation support provides assistance in installing the Licensed Program for up to thirty (30) days following the license effective date or renewal date. This installation support is limited to the latest Release made available by DS to the market and the immediately preceding Release. Installation support must be requested by authorized contacts.

3.2 Release and Maintenance Delivery

Customer will be provided with the Licensed Program Releases and Maintenance Deliveries, when made generally available. Those Releases and Maintenance Deliveries may include: new capabilities, new productivity enhancements, fixes and latest security and compatibility updates.

3.3 Online Resources

Customer may have online access to some content produced by DS and dedicated to certain Licensed Programs which consists in:
- Questions & Answers: Technical questions & answers related to the use of the Licensed Programs;
- Best practices: High value and detailed documentation related to technical topics;
- Known Cases and solutions: List of all incidents known and their associated solutions documented by DS Support Team
- Video tutorials: Technical step by step tutorials.
- Release Note: Document published upon each Release providing the list of enhancements, and recent Corrections, recommendations for installation and new Certified Configuration(s).

3.4 Users' Community

Customer's authorized users may have online access to Users' Community dedicated to certain Licensed Programs.

A Users' Community may contain:
- Blogs: DS's publication related to Licensed Programs, news, tips, and success stories.
- iQuestion feature which consists of:
    - Ability for Customer to ask a question to all community members;
    - Ability for community members, who can be DS or third parties, 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 Licensed Programs.

4. Additional Support Services : Academic Technical Support offer

4.1 Prerequisites to Academic Technical Support offer

Subject Customer is compliant with all obligations pursuant to Agreement and current with payment of all applicable charges, Customer may order the additional academic technical support offer ('Academic Technical Support offer') described below for the listed Licensed Programs in section 1.

To sign up for Academic Technical Support offer, Customer can contact DS's sales representative or Distributor or fill in the web form available at the following address: http://www.3ds.com/how-to-buy/contact-sales/ and shall pay the corresponding Academic Technical Support offer fees.

4.2 Description of the Academic Technical Support offer

Customer can open a Service Request and check submitted Service Request status within the DS Support Services tool. Customer can also manage his support account, create a single view of all of his Service Requests and share it within his organization.

- Provision of technical support

The Academic Technical Support offer shall include the provision of:
- o Assistance in searching applicable knowledge database for the supported Licensed Programs;
- o Licensed Programs information including information on interactive functions and
- o Releases, methodology, user optimization and technical tips;
- o Documentation support: assistance in finding answers to questions by using Licensed Programs standard documentation;
- o Assistance in problem determination
- o Installation, configuration, and system administration support of Licensed Programs;
- o Access to applicable knowledge database (when available).

The above described Support Services will be limited to 5 or 10 Non-Defect Service Requests (depending on the package of tokens ordered) which are valid during (1) one year from the payment of such Support Services. If Customer does not use all of the allocated Non-Defect Service Requests during the said (1) one year, the unused Service Requests will be lost.

- **Who can report a Case?**

If Customer orders Licensed Programs directly from DS, Customer shall designate a maximum of two (2) employees as its "designated contacts". Upon Customer's request, DS may authorize the appointment of additional designated contacts, depending on the number of Customers' licenses of the Licensed Programs under support.

Solely Customer's designated contacts are authorized to report a Case to DS Support Team. Any designated contact appointed by Customer shall be duly trained in using Licensed Program. Contact designation is an action that can be performed online at 3ds.com/support.

- **How to report a Case?**

✓ Online Case submission

Customer's designated contacts may go online to submit a Case, check its status, and manage it until the solution is delivered.

✓ Phone support

Customer's designated authorized contacts will have access by phone to the appropriate DS Support Team center, which will answer in English, except when local language support is available during Opening Hours, Monday through Friday. The list of DS Support Team centers is available at https://www.3ds.com/support/contact/call-us.

- **How to file a Case?**

✓ Before reporting a Case, it is Customer's responsibility to:
- - Consult technical documents, iQuestions and the DS knowledge base to search for a potential solution;
- - Validate the existence of the Case on a vanilla environment which is composed of out of the box, i.e. not customized Configuration and Licensed Programs. The performance of this validation aims to give DS the necessary elements to investigate Customer's Case.

✓ Case description:

Customer shall provide the following information when reporting a Case:
- - The title of Customer's Case;
- - The Licensed Program information (Name, Release, Maintenance Delivery level) in which the Case is identified,
- - Customer's technical environment (hardware brand and model, operating system version, amount of RAM and swap space, Internet Browser version);
- - A simple step by step scenario that enables DS Support Team to reproduce the Case;
- - Any error or diagnostic messages that appear;
- - Any additional information required to analyze Customer's Case.
- - Defect/Non-Defect qualification

When submitting a Case, Customer will also propose an urgency level according to the impact of the Case regarding Customer's day-to-day operation. our levels of urgency are available.
- - **Urgent:** Customer is unable to use the Licensed Programs and have severe/critical impacts on operations, and no Workaround exists.
- - **High:** Customer is able to use the Licensed Programs but operations are severely restricted by the incident. A Workaround exists.
- - **Medium**: Customer can use the Licensed Programs 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.

The DS 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 DS to analyze the Case, there is no personal data, i.e. information relating to an individual as defined by the data protection legislation applicable to the Agreement (except when required by DS 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.

5. Roles and Responsibilities

5.1. Customer

Performance of Support Services depends upon Customer's full cooperation, including, without limitation, providing at no charge to DS 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 he has the appropriate licenses or rights, as may be applicable, from third parties with respect to Licensed Program, 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 DS 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 DS Group Company do not violate Customer's internal confidential and secured information policies. Customer shall indemnify and defend DS Group Company from any action based on a claim that any tangible and intangible component, information or data provided by it infringes any third party's intellectual property right, or a misuse of any third party's confidential, proprietary or trade secret information.

5.2. DS Support Team

DS Support Team is in charge of the following:
- Collects Customer's Cases;
- Performs the preliminary investigation of the Case to check for duplicates and known Cases;
- Reproduces the Case;
- Provides Customer with answers, Corrections or Workarounds as appropriate or available;
- Manages with Customer the closure of the Case.
- Assesses and finalizes the Case qualification including the urgency level;
- Communicates to the appropriate DS 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 Workarounds;
- Updates the progress on the resolution of the Cases on a regular basis;
- Validates the resolution of the Cases;
- Includes answers, Corrections or Workarounds within the DS knowledge base.

6. Platform and Configuration

The Platform and Configuration policies for Licensed Programs are the following unless otherwise described in the Licensed Program's specific Documentation.

6.1 Support Services on Platforms & Configurations

Licensed Programs that are running on Qualified Platform, Validated Platform or Certified Configurations are supported in accordance with these DS Support Policies.
- For each Qualified Platform and Certified Configuration, a lab machine is configured and capable of running Licensed Program, enabling DS Support Team to address a Service Request specific to such Qualified Platform or Certified Configuration.
- For certain Validated Platforms DS Group Company may also have a lab machine configured and capable of running Licensed Program enabling DS Support Team to address a Service Request specific to such Validated Platform. When a Service Request is submitted, DS is making its commercially reasonable efforts to set up a lab machine as specified above for the Validated Platform on which the concerned Licensed Program is running.,

Licensed Programs 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 DS 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 DS to address a Service Request specific to such Platform or Configuration.

For Licensed Programs running on Not Listed Configuration, Incompatible and Not Listed Platform, Support Services are not provided by DS.

To support a Licensed Program on a Certified Configuration or to solve some Cases identified on Certified Configuration, a new driver may need to be installed. In that case, DS explicitly recommends installing this new driver, although it has not been validated on this Certified Configuration.

6.2 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 lifecycle policy of the third party vendor) for the Platform or Configuration.
If maintenance and/or support for a given Platform or Configuration are modified or no longer publicly available from its third-party vendor, DS 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 Programs and/or Releases, or
- to end Support Services for the corresponding Licensed Programs and/or Releases.

In any case, DS 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. 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 Agreement, 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 or 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) day 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.