CUSTOMER SUPPORT SERVICES POLICIES
FOR DASSAULT SYSTEMES SIMULIA FOR EDUCATION LICENSED PROGRAMS and ACADEMIC USE

1. At a Glance

These Support Policies describe the Support Services applicable to the Licensed Programs within the SIMULIA FOR EDUCATION 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 FOR EDUCATION 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 to improve the quality of Support Services.

2. Definitions

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

Business Hours means hours within Opening Hours.

Case means any question (Defect or Non-Defect) encountered when using any Licensed Programs.

Configuration – means a defined set of specified versions or version ranges of Platforms allowing the Licensed Programs to run. DS categorizes Configurations 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 Configuration** 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 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.

Connected Software means a third-party software used by Customer in combination with one or several of Licensed Programs ordered by Customer.

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 Lifecycle Policy means, at any time, the current information regarding support phases as made available at www.3ds.com/support/support-policies/lifecycle-policy/

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

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

Full Support Phase means, for a given Release, the period starting when such Release becomes generally available on the market and ending at a date determined by DS. Information regarding the duration of Full Support Phase for a given Release is available in the DS Support Lifecycle Policy.

Initial Response Time means the amount of time elapsed between the initial Service Request submitted by Customer to DS Support Team, or to Service Provider as applicable, and the initial response to Customer by DS 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.

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 http//www.3ds.com/terms/support-policies

Machine means a device on which a DS 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 Licensed Program which mainly includes the correction of Error(s) for a given Licensed Program and made generally available on 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 means the time range during which Support Services are available to Customer in a given time zone. The time zone is determined according to Customer location as mentioned in the Transaction Document. Opening Hours are defined at .https://www.3ds.com/support/contact/call-us.

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

Platform means a third party hardware architecture and/or a third party software framework which is part of or runs on a Machine and 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, based upon DS 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 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 on the market.

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

Service Request means a single entry in the DS Support 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 provided by DS (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, and includes other information such as 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 on the market. 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

When available, Customer 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.
- Question 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.

- 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 appoint designated authorized contacts in the DS Support Tool.

Solely Customer's designated authorized 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?

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

- •   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. Four 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 in order 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.

If a Workaround is available and provided to Customer, the qualification of the urgency level shall be considered as low.

- •   DS Resolution Objectives

DS Support Team analyzes Customer's Case to determine how it is addressed according to the qualification Defect/Non-Defect and the urgency level.

If a Service Request is qualified as a functional enhancement, it will be closed as not related to Support Services. However, Customer may still have the opportunity to contact DS directly or through its Service Provider, as applicable.

- •   Remote access

In some situations, DS Support Team may invite Customer to a remote session (specific remote tool may be requested by DS Support Team) in order to reproduce Customer's Case in a collaborative mode or DS may propose to Customer to engage onsite support staff, at its sole discretion.

In such exceptional cases, Customer appoints DS as Processor for the provision of remote and/or onsite 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 purposes:

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 and/or onsite access and viewing If required, Customer may authorize DS to collect Customer's data (including Personal Data if any) for inclusion in the Service Request.
Duration of the processing	Duration of remote and/or onsite Support Services
Technical and organizational measures	Available in the Knowledge Base here For onsite intervention, Customer shall be responsible for the implementation of appropriate measures of its own environment.
List of sub-processors	Any DS Group Company, and any sub-contractor as agreed in the Agreement

3.   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

In all cases, DS Support Team is in charge of the following:
- 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.

If DS does not delegate the first level of Support Services to a Service Provider, DS 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;
- Reproduces the Case;
- Provides Customer with answers, Corrections or Workarounds as appropriate or available;
- Manages with Customer the closure of the Case.

DS Support Team may launch regular surveys and interviews to improve the quality of Support Services.

5.3. Service Provider:

If DS 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 Workarounds, as appropriate or available;
- Manages with Customer the closure of the Case.

4. Platform, Configuration and Third Party Components

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

4.1 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.

4.2 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, Configuration or Connected Software.
If maintenance and/or support for a given Platform, Configuration or Connected Software are either modified, or are no more offering bug fixing, or are 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, Configurations and/or Connected Software. 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, Configuration or Connected Software to manage Cases related to third party provider's products.

4.3 Support Services Performances related to third party components within DS Offering

Certain third party components or products not developed by or for a DS Group Company might have been granted to Customer to be used in connection with or within DS Offering. In such a case, the performance by DS of Support Services for such DS 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, DS reserves the right, at its own discretion, without being held responsible of any damages whatsoever to end Support Services for the corresponding DS Offerings and/or Releases and/or the impacted functionality(ies).

5. Reinstatement of Support Services

If applicable, Customer may reinstate Support Services, for a Licensed Program ordered under a PLC/ALC, TBL/ALC, pricing structure, as defined in the Agreement (i) 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 (ii) 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 all unless stated otherwise in the applicable OST.

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