SUPPORT SERVICE POLICIES
FOR

- SIMULIA Academic Isight
- SIMULIA Academic Execution Engine
- SIMULIA Academic Abaqus
- SIMULIA Academic Abaqus for CATIA

Date: June, 18th 2015
Summary

1. At a Glance ................................................................................................................................. 4
2. Prerequisite to contact the DS Support Team ............................................................................. 5
3. Support Description .................................................................................................................... 5
   3.1 Installation Support .................................................................................................................. 5
   3.2 On demand media ordering and Electronic Download ......................................................... 5
   3.3 Customer Know-how enablement .......................................................................................... 6
4. Additional Support Services: academic technical support offer .............................................. 6
   4.1 Licensed Programs concerned ............................................................................................... 6
   4.2 Description of the academic technical support offer ............................................................. 6
5. Reinstatement of Support Service ............................................................................................... 8
Definitions

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

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

**Correction** means a solution provided to Licensees through the change of software or documentation. It is delivered through a new Release, a Documentation amendment, or Maintenance Delivery, or a media as available.

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

**Documentation** means, at any time, the current user documentation in any form or media as made available by DS for use in connection with Licensed Program(s).

**DS Group Company** means 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 Subsidiary** means any company in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

**DS Support Team**, composed of technical experts, can comprise several organizations within DS Group Company depending upon the type of Service Request issued by the Licensee. The DS Support Team is responsible, among other things, for receiving, filtering, handling all Service Requests relative to Dassault Systèmes Licensed Programs.

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

**Licensee**, also designated by the term “**You**”, “**Your**”, means any legal entity, such as an academic institution or academic institute, which is licensed Licensed Program(s) pursuant to the Agreement.

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

**Non-Defect** means any incident encountered in relation with use of any Licensed Program and which is not qualified as a Defect. For avoidance of doubt, it shall not include: training on Licensed Program, support regarding any customized versions of Licensed Program, development of new Licensed Program or methodologies, enhancement requests, information about future Licensed Program Releases, enhancement requests and the development of in-depth methodologies (i.e. detailed API consulting). Support for the development of customization and/or new applications using the Dassault Systèmes CAA platform tools can be arranged under a separate agreement.

**Platform** – is a third party hardware architecture and/or a third party software framework which allows Licensed Program to run. Platforms can include one or several of the following hardware and/or software components such as hardware architecture, operating system (including national language parameter settings), programming languages and
frameworks, runtime libraries, application servers, databases and other middleware. DS platform policy is available at http://media.3ds.com/support/progdir/

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

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

**Support Policies** means the present document.

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

**User** means a) (i) any personnel of the Licensee dedicated either to education or research or (ii) any natural person regularly enrolled as a bona fide student in Licensee’s academic program, and that use the Licensed Programs.

## 1 At a Glance

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

The Licensed Programs governed by these Support Policies, with the exception of Section 4, are:

- SIMULIA Academic Isight
- SIMULIA Academic Execution Engine
- SIMULIA Academic Abaqus
- SIMULIA Academic Abaqus for CATIA

DS will provide Support Service according to the terms of the Agreement. Support Service is delivered subject to continuous payment by Licensee of all applicable charges payable pursuant to the Agreement or any additional support services subscribed by Licensee.

Support Service is available exclusively for the supported Releases of Licensed Programs when they are run on Platforms qualified by DS as Qualified, Validated or Compatible at http://media.3ds.com/support/progdir/

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

You shall designate a maximum of two (2) employees as Your authorized contacts, who shall be duly trained in using the Licensed Programs, in order to submit Non-Defect Services Requests.

Upon Your request, DS may authorize the appointment of additional authorized contacts, depending on the number of Licensed Program.

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

- You shall connect to the DS Support web tool, at the following address www.3ds.com/support, to consult technical documents and the DS knowledge base to search for the answer.

- If the answer cannot be found, the following information must be documented:
  
  o The environment in which the incident occurs, including the Licensed Program (for example, SIMULIA Abaqus, SIMULIA Isight, etc), module or mode (for example, Detail, Assembly, Part, Structural and Thermal Simulation, etc), and application menu selections;
  
  o Your hardware type and model, operating system version, amount of RAM, and swap space;
  
  o Any messages that appear in the message or start window;
  
  o Your Licensed Program Release, license version, and login;
  
  o A simple step by step scenario which enables the DS Support Team to reproduce the incident;
  
  o Any additional information required to analyze the Service Request.

You will have to make sure that among the information sent to DS to analyze your Service Request, there will be no information You consider as confidential provided by You to DS and that You do the clean-up of your information or date if necessary.

3 Support Description

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 Your authorized contacts.

3.2 On demand media ordering and Electronic Download

If You think You have come across an Error in the Licensed Program(s), check the knowledge base as mentioned in paragraph 2 to be sure your suspected Error has not already been reported. If the Error has been reported and fixed, you may ask for a Maintenance Delivery. DS will provide You with the latest Licensed Program Releases and Maintenance Delivery on the DS Support web tool.
3.3 Customer Know-how enablement

You may access the DS knowledge base available on the DS Support web tool to search for answers to commonly asked questions.

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

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

4 Additional Support Services: academic technical support offer

4.1 Licensed Programs concerned

The academic technical support offer is applicable to supported Releases of the following Licensed Programs:

- SIMULIA Academic Abaqus Research Base
- SIMULIA Academic Abaqus Research Auto Crash Models
- SIMULIA Academic Abaqus Research for CATIA V5
- SIMULIA Isight Academic Research Edition

And any other Licensed Program which DS may decide in its sole discretion to add from time to time to the above list.

You may order the academic technical support offer described below for the above listed Licensed Program(s), only if You are compliant with all obligations pursuant to Your Agreement and subject to Your payment of all applicable charges.

To sign up for the academic technical support offer, please contact Your sales representative at DS Group Company or fill in the web form available at the following address: http://www.3ds.com/contact/

4.2 Description of the academic technical support offer

The academic technical support offer includes online Non-Defect Service Request management. You can go online to submit Your incidents and questions, check their status, manage Your support account and create a single view of all of Your Non-Defect Service Requests.

Authorized contacts will be provided with access to DS support web tool, which is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance). While DS shall make reasonable efforts to provide continuous access, Licensee agrees that continuous availability of DS support web tool is not guaranteed.
The academic technical support offer shall include the provision of:

- Assistance in searching applicable knowledge database for the supported Licensed Programs;
- Licensed Programs information including information on interactive functions and Releases, methodology, user optimization and technical tips;
- Documentation support: assistance in finding answers to questions by using Licensed Programs standard documentation;
- Assistance in problem determination
- Installation, configuration, and system administration support of Licensed Programs;
- 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 Licensee does not use all of the allocated Non-Defect Service Requests during the said (1) one year, the unused Service Requests will be lost.

DS will communicate with the authorized contacts by phone, e-mail, or via iterations into DS support web tool, in order to manage the Non-Defect Service Requests. DS may request additional information in order to continue further investigation.

Telephone communication will be provided 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 local «Support Center» providing support to You).
5 Reinstatement of Support Service

Licensee may terminate Support Services for a Licensed Program ordered under a PLC/ALC pricing structure as defined in the Agreement subject to the following conditions: (i) Licensee notifies DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services related to all licenses of said Licensed Program held by Licensee under any license agreement then in force between Licensee and DS and any other DS Group Company. In such case for all such licenses described in the preceding sentence: (a) Licensee shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (b) Licensee shall duly certify in writing to DS that all copies of all Releases of the Licensed Program other than those of the latest Release of the Licensed Program installed by Licensee, have been duly destroyed or returned to DS in their entirety; and (c) Support Services for such Licensed Program will terminate at the expiration of the thirty (30) days notice period. DS shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys if necessary.

Licensee may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Licensee under any license agreement then in force between Licensee and DS or any other DS Group Company, and Licensee pays all fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services, plus a reinstatement fee corresponding to fifty percent (50%) of such fees that would have been due in respect of Support Services from the date of termination of Support Services to the date of reinstatement of such Support Services.