

## CUSTOMER SUPPORT SERVICES POLICIES FOR 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> and include periodic updates made available during the Support Period.

DS Group Company will provide Support Services according to the terms of the Agreement. Support Services are delivered subject to Customer being current in payment of all applicable charges due pursuant to the Agreement.

DS Customer Support Team will make reasonable efforts to provide high quality Support Services and comply with these Support Services Policies.

DS Customer 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, DS may delegate to a service provider the first level of Support.

### 2. Definitions

**Agreement** means the agreement pursuant to which Customer ordered DS Offerings.

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

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

**Cloud Priority Case** means (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.

**Correction** means a solution provided to Customers through the change of software or documentation.

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

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

**Defect** (or "Error") means a material malfunction in the performance of any DS Offering, 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 DS Offerings.

**Distributor** means a third party authorized by a DS Group Company to distribute DS Offerings and Support Services

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

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

**DS Research and Development** is the organization covering all brands in charge of developing DS 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 ii) Customer's use of Online Services disrupting Online Services or creating a security risk to DS or to any DS customer, iii) harming of DS systems or any DS customer's systems, or iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

**Initial Response Time** means the amount of time elapsed between the initial Service Request submitted by Customer to DS Customer Support Team, or to service provider as applicable, and the initial response to Customer by DS Customer 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 and/or provided to Customer as part of the Online Services, 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.

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

generally available to the market.

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

**Online Services** means online access to, and use of, Licensed Program and other related services, as may be updated by DS from time to time and ordered by Customer pursuant to a Transaction Document. Online Services may also include certain Licensed Program for which on-premise installation may be required.

**OST means** the Offering Specific Terms which are specific terms relating to a given Licensed Program or Online Services and published at [www.3ds.com/terms/OST](http://www.3ds.com/terms/OST).

**Packaged Offering** means a DS 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.

**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.

**Release** means a periodic update of the same version of an Online Service a DS Offering if and when made generally available to the market.

**Service Level Agreement** means the service level terms for the Online Services published at [www.3ds.com/terms/sla](http://www.3ds.com/terms/sla).

**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 Customer Support Team. The Service Request number identifies the Case using a unique identifier as follows: SRnnnnnnn ["n" is a digit].

**Support Policies** means the present document.

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

**Transaction Document** means the form (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by DS that identifies the DS Offering 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 DS Offerings followed procedures or data in order to avoid Defect without substantially impairing use of the DS 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. Support Services Description

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

##### 4.1.1 Self-Expertise

When available, Customer may access some content produced by DS dedicated to DS Offerings:

- DS experts Questions & Answers: Technical Questions & Answers related to DS 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 DS Customer 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 DS.

Self-Expertise contents are available from [3ds.com/support](http://3ds.com/support) 24 hours per day, 7 days per week (subject to temporary unavailability).

#### 4.1.2. Users' Community

When available, Customer may access Users' Community dedicated to DS Offerings.

Users' Community may contain:

- Blogs: DS's publication related to DS Offerings news, tips, success stories, best practices;
- 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 non-DS 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 DS Offerings.

Users' communities are available from [3ds.com/support](http://3ds.com/support) 24 hours per day, 7 days per week (subject to temporary unavailability).

#### 4.2 "Release Lifecycle" services

- Release Note: Document published at each DS Offering Release providing the list of enhancements, known issues, recommendations for installation and new certified configuration.
- Planned maintenance information: Information published at least one week in advance about a potential service interruption for maintenance purpose.

These services are available from [3ds.com/support](http://3ds.com/support) 24 hours per day, 7 days per week (subject to temporary unavailability).

#### 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?

If Customer orders DS Offerings directly from DS, Customer's designated contacts only are authorized to report a Case to DS Customer Support team. Any authorized contact appointed by Customer shall be duly trained in using Online Services.

If DS delegates the first level of Support role to a service provider, Customer must contact its service provider to report a Case.

- How to report a Case?

- ✓ Online Case submission

Customer's designated authorized contacts may go online to submit a Case, check its status, and manage it until the solution is delivered. Online Case submission services are available at [3ds.com/support](http://3ds.com/support), 24 hours per day, 7 days per week (subject to temporary unavailability).

- ✓ Phone support

Customer's designated authorized contacts 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 DS Group Company Support Centers is available at <http://www.3ds.com/support/customer-support-centers>.

If Customer experiences a Cloud Priority Case, Customer's authorized contacts will have access to 24x7 phone support assistance in English, except when local language support is available, 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 DS Offerings and have severe/critical impacts on operations, and no Workaround exists.
- ✓ High: Customer is able to use the DS Offerings but operations are severely restricted by the incident. A Workaround exists.
- ✓ Medium: Customer can use the DS 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, or a way to circumvent it has been found.

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

Customer Support Team will make commercially reasonable efforts to address Customer's Case based on its validated urgency level as follows.

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

In addition to the Initial Response Time, DS Customer Support Team will use its commercially reasonable efforts to address Customer's Case and provide it with a Correction. However, this does not constitute an obligation to correct or solve any reported Service Requests.

- DS's resolution objectives

DS 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 DS 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 DS 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 DS Group Company.

- Escalation of critical Case (CRITSIT process)

If DS 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 DS Customer Support Team at 3ds.com/support, 24 hours per day, 7 days per week (subject to temporary unavailability), by using the CRITSIT process. DS Customer Support Team will qualify the situation and follow the appropriate process, as applicable.

A Case can be considered as critical, if:

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

- Remote access

In some situations where the Case could not be solved, DS Group Company may invite Customer to a remote session in order to reproduce Customer's Case in a collaborative mode.

## 5. Roles and Responsibilities

### 5.1. Customer

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

- Ensure that the DS Offerings are not under Planned Service Interruption or Emergency Service Interruption (as defined in the Service Level Agreement);
- Consult technical documents, iQuestions and the DS 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 DS Customer 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 DS Offering in which the Case is identified; and
  - Any additional information required to analyze Customer's Service Request.

Customer must ensure that among the information and data sent to analyze Customer's Service Request, there will be no information Customer considers as confidential. Therefore, all information Customer submits to DS Group Company may be disclosed.

## 5.2. DS Customer Support Team

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

- Reproduces the Case;
- Assesses and finalizes the Case urgency
- 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;
- 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 Customer Support Team is in charge of the following:

- Serves 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 Workarounds as appropriate or available;
- Manages the closure of the Service Request with Customer.

## 5.3. Service provider designated by DS:

If DS delegates the first level of Support Services to a service provider, Customer must contact its service provider to get Technical Assistance services.

The Service Provider is in charge of the following:

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

## 6. Performance of the Support Services

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 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 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, defend and hold DS 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.

## 7. Compensation

On top of the service level of the Support Services as described above in this Support Policy, during the term of the Agreement, DS 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). DS 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. DS 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.

