CUSTOMER SUPPORT SERVICES POLICIES
FOR DASSAULT SYSTEMES LICENSED PROGRAMS

1. At a Glance

These Support Policies describe the Support Services applicable to Dassault Systèmes Licensed Programs ordered by Customer pursuant to the Agreement which are available at http://www.3ds.com/terms/support-policies.

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

For the purpose of these Support Policies, Customer acknowledges and agrees that the term “Licensed Program” does not include certain DS Licensed Programs for which dedicated support policies are applicable, as described at http://www.3ds.com/terms/support-policies/.

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/.

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

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.

**CRITSIT** means CRitical SiTuation. The CRITSIT process is an escalation process, for a Defect Service Request that is escalated to DS Group Company management attention to accelerate the certification and closure of the Case.

**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 into 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/

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.

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 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 Provider means a third party to which DS delegates the first level of the Support Services.

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: SRnnnnnnnnn ["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

The levels of Support Services available for the Licensed Programs during the Full Support Phase are either:

- SECURE, the level of support as a basis which enables Customer to only report Defects
- ADVANTAGE if so specified for the applicable Licensed Program in the product portfolio available at www.3ds.com/ProductPortfolio

Support Services described in these Support Policies are available exclusively for the supported Releases of Licensed Programs. For a Case which is not related to Licensed Programs, DS reserves the right to charge Customer for handling such Case according to a separate agreement to be signed by Customer and a DS Group Company.

At the end of the Full Support Phase, Customer may be able to purchase optional Support Services as defined hereunder.

Support Services do not apply to enhancement requests and the development of in-depth methodologies (for example, detailed API consulting). Support for customization and/or new applications using Licensed Programs may be arranged under a separate agreement.

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

4. Support Services Description

DS delivers value through Customer project lifecycle to deliver Support Services that help to (1) secure project deployment, (2) efficiently improve its usage of the Licensed Programs and (3) prepare the future. The Support Services provided online are available at 3ds.com/support 24 hours per day, 7 days per week, subject to temporary unavailability.

4.1. “Secure Project Deployment” services

4.1.1 Installation Documentation

Customer may access online some content produced by DS dedicated to the installation of certain Licensed Programs, which consists in:

- User guide: Online product documentation translated into different languages, as available;
- Administrator’s guide: Online documentation that provides detailed setup, Configuration and conceptual information;

4.1.2 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.

4.2 “Efficient Use” services

4.2.1 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).

4.1.2 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.
- 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.
4.2.2 Case Management

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.

- **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.

  If DS delegates the first level of Support role to a Service Provider, Customer will have to contact it to report a Case, except for SIMULIA Licensed Programs, for which DS Support Team can be the point of contact.

- **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 (only available with the ADVANTAGE level of 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. 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.

- **Qualification and Initial Response Time**

  Once received by DS Support Team, Customer’s Case and related proposed qualification of its urgency level will be reviewed. Customer and DS Support Team may enter into discussion before the final qualification of the Case urgency level by DS Support Team.
DS Support Team’s target is to address Customer’s Case based on its validated urgency level as follows:

<table>
<thead>
<tr>
<th>Urgency level</th>
<th>Initial Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent</td>
<td>2 Opening Hours</td>
</tr>
<tr>
<td>High</td>
<td>4 Opening Hours</td>
</tr>
<tr>
<td>Medium</td>
<td>8 Opening Hours</td>
</tr>
<tr>
<td>Low</td>
<td>2 business days</td>
</tr>
</tbody>
</table>

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

- **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.

For each Case qualified as Defect, the appropriate DS Research and Development team will attempt to close it according to the urgency level within a timeframe to be determined by DS Group Company and if applicable and possible, to deliver a Correction and/or Workaround.

When the Case, qualified as a Defect, is determined to be of urgent level, a Maintenance Delivery may be created and delivered to Customer on submitted Release or a future Release according to a timeframe to be determined by DS Group Company.

When the Service Request, qualified as a Defect, is determined to be of high, medium or low level, DS Group Company may defer the Maintenance Delivery on a future Release.

For each of these Defects, Service Request closure may reflect deferred Corrections with a closing code to designate plans for inclusion in a future Release.

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

In the event of a critical situation, as described hereinafter, Customer can escalate its Case by using the CRITSIT process. The DS Support Team will qualify the situation and use its commercially reasonable efforts to address the Case quickly (corresponding to an Urgent Initial Response Time) and provide Customer with a solution.

If DS delegates the first level of Support role to a Service Provider, Customer will have to contact its Service Provider to escalate the Case, except for SIMULIA Licensed Programs, for which DS Support Team is the point of contact.

A Case can be qualified as a critical situation under the following cumulative conditions:

- The Case is qualified as a Defect and Urgent by DS
- The Case is a severe incident for which a major functionality of the Licensed Program does not work properly. For example, it can be a Defect of the following type:
  - data corruption
  - data integrity
  - major crash
  - major regression
  - major incident in a standard methodology
- Customer is in deployment and/or production phases.
- No Workaround has been found.

- **Remote access and onsite intervention**

In some situations, DS Support Team may invite Customer to a remote session 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.
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

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.

6. Optional additional support offers

In some specific situations, Customer may purchase optional Support Services as defined hereunder.

6.1 - “Prepare the Future” services.
- Extended Support Phase
At the end of the Full Support Phase, within a period to be determined by DS specifically for each Release, Customer may extend Support Services, subject to payment of all applicable charges. During the Extended Support Phase, the Case management is limited to the management of urgent Defects that are found in production and escalated via the CRITSIT process, as further described in Section 4.

- Sustaining Support Phase
At the end of the Extended Support Phase, within a period to be determined by DS specifically for each Release, Customer may extend Support Services, subject to payment of all applicable charges. During the Sustaining Support Phase, Customer will not be able to submit Defect Service Requests.

6.2 – For QUINTIQ Licensed Programs

In addition to the ADVANTAGE level of Support Services, Customer can purchase additional Support Services for QUINTIQ Licensed Programs which includes extended support hours:
7. Platform and Configuration

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

7.1 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.

7.2 Support Service Performances related to Platforms & Configurations

The performance of these Support Services is conditioned upon the third party vendor maintenance and support policy (including but not limited to the 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
  o For the choice, deployment and use of any Platform or Configuration and
  o 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.

8. 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.