

SUPPORT SERVICES POLICY

Updated July 27th, 2016

The legal entity that has licensed GEOVIA DS Offering under a Customer License and Online Services Agreement (“**Agreement**”), that makes reference to this policy (“**Policy**”) is the Customer (“**Customer**”). This Policy is adopted subject to the Agreement for such DS Offering which Agreement is incorporated by reference herein. Terms defined in the Agreement and not separately defined in this Policy have the respective definitions set forth in the Agreement. DS, i.e. the licensor as identified in the Agreement, reserves the right to modify and amend this Policy.

1. MAINTENANCE AND SUPPORT SERVICES

- 1.1 DS (or its designated DS Group Company or third party) shall provide standard maintenance and support services for supporting Customer’s use of the DS Offering. For purposes of this Policy, Support Services shall include (i) using reasonable commercial efforts to repair or provide a patch or work around for errors, (ii) using commercially reasonable efforts to provide DS Offering Release required to comply with applicable laws and regulations, (iii) ensuring that the DS Offering shall substantially operate in accordance with its Documentation, and (iv) using commercially reasonable efforts to provide future Releases and technical support (“**Support Services**”). Support Services do not include enhancement requests or the development of in-depth methodologies (for example, detailed API consulting). Support for the development of customization and/or new applications using DS Offering may be arranged under a separate agreement. DS reserves the right to withdraw particular DS Offering (or Release(s) or versions thereof) from Support Services, either by specific notice or the lifecycle policy then applicable thereto.

2. MAINTENANCE FEES

- 2.1 Customer shall pay DS an annual fee for the Support Services (the “**Maintenance Fees**”) performed under this Policy, which shall be invoiced to Customer in accordance with the quote or agreement then applicable. The Maintenance Fees shall be due and payable within 30 days of the date the DS Offering being supported was received by the Customer and each anniversary thereafter during the term unless terminated in writing. The Maintenance Fees may be increased by DS on the first anniversary of the Effective Date of the DS Offering license, and on an annual basis thereafter, with reference to the consumer price or other index designated by DS for such purpose generally (which index may vary based on the applicable country).

3. SUPPORT PROCESS

- 3.1 Support Services includes technical support from DS by telephone, e-mail, web and facsimile along with regular product releases, upgrades, modifications, enhancements and revision notifications. • DS offers a standard three-tier support process, and is comprised of nine regional offices (Toronto, Canada; Vancouver, Canada; Santiago, Chile; Belo Horizonte, Brazil; Brisbane, Australia; Perth, Australia; Johannesburg, South Africa; Coalville, England, Moscow, Russia) . with experts to manage all support issues. Each regional office operates from 8:30 a.m.–5 p.m., local standard time (“**Normal Business Hours**”). Support phone numbers are described at <http://www.geovia.com/contact/> Support portal is accessible at <http://www.3ds.com/support/>
- 3.2 DS shall be responsible for “Tier 1”, “Tier 2” and “Tier 3” support, each as described below.
 - (a) Tier 1 Support. Tier 1 support is the first level of support for Customers provided by DS. The Tier 1 support team receives incoming queries regarding “how to” questions, system configuration and licensing, and defect reports.
 - (b) Tier 2 Support. If an issue is deemed unsolvable by the primary support team, it is escalated to DS for second tier support within the regional office. A DS subject matter expert will take responsibility of the

issue.

(c) Tier 3 Support. If the regional office does not have a DS representative to manage Tier 2 support, or if an issue remains unresolved after analysis, the case is escalated to Tier 3 global support.

- 3.3 Customer will provide remote access to the network, computers and servers hosting the DS Offering. Performance of Support Service depends upon Customer's full cooperation, including, without limitation, providing at no charge to DS Group Companies, safe and timely access to Customer's computer systems, personnel (executives and staff), facilities, utilities, DS Offering, software, data and information reasonably necessary for the performance of Support Service. Customer shall ensure that Customer has the appropriate licenses or rights, as may be applicable, from third parties licensors for third parties' software, third parties' data and information in order to allow performance of Support Service hereunder. Customer is responsible for the accuracy and completeness of the information and data Customer supplies. Customer hereby grants a license to DS Group Companies to use such information and data to perform the Support Service. Customer acknowledges and agrees that performance of Support Service is dependent upon the accuracy and completeness of Customer's data. Customer shall maintain up to date current and complete back up of any and all data and/or programs and/or software and/or information that may be affected, altered, modified, corrupted, or otherwise impacted by performance of Support Service. Customer shall indemnify, defend and hold DS Group Companies harmless from any action based on a claim that any materials, information or data provided by Customer infringes any third party's patent, copyright or trademark, or a misuse of any third party's confidential, proprietary or trade secret information.

4. RECORD AND FEEDBACK OF SUPPORT SERVICES

- 4.1 All support cases are recorded by DS. When an issue is deemed a DS Offering defect, it is flagged for submission to the QA department for verification of the issue. Once verified the issue is transferred into the DS problem tracking system and assigned a tracking number and priority.
- 4.2 All issues are reviewed at regular intervals by the development and product managers, prioritized and scheduled for resolution/fix (i.e.: next update, release etc). An email is then sent back to the Customer.

5. HOURS OF SUPPORT

- 5.1 DS shall provide Tier 1, Tier 2 and Tier 3 Support during Normal Business Hours in the location the support is being performed. Should a Customer require out of hours support, DS may offer to provide out of hours support services charged on a Time and Materials Basis.

6. TERM

- 6.1 **Term:** The term of this Schedule, will begin upon the later of i) the date the DS Offering was received by the Customer or ii) a purchase order for the support and maintenance has been received by DS. Support and maintenance will be provided for the period covered by the purchase order unless terminated earlier in accordance with Section 6.2.
- 6.2 **Termination:** Customer may terminate Support Services for DS Offering ordered under a perpetual, PLC/ALC or TBL/ALC pricing structure as defined in the Transaction Document or applicable OST, without any right to refund or waiver of Support Service fee obligations already incurred or paid, 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 DS Offering 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 DS Offering; (y) Customer shall duly certify in writing to DS that all copies of all Releases of the DS Offering other than those of the latest Release of the DS Offering installed by Customer, have been duly destroyed or returned to DS in their entirety; and (z) Support Services for such DS Offering 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. 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. Customer shall pay all amounts owing under this Policy upon termination. DS may terminate Support Services upon termination of the Agreement or in the event Customer fails to pay the Maintenance Fees in accordance with Section 2.1.

- 6.3 **Renewal:** This Schedule will automatically be renewed unless the Customer provides 60 days written notice to DS.

MORE INFORMATION

If you have questions or concerns regarding the Terms and Conditions set out, please contact Damian Baranowski, at Damian.Baranowski@3ds.com.