

## 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 and 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.

**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.

**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 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/](http://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/](http://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](http://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: SRnnnnnnn ["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

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
- or
- ADVANTAGE if so specified for the applicable Licensed Program in the product portfolio available at [www.3ds.com/ProductPortfolio](http://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. 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](http://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 on the market. 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).

##### 4.2.2. 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.

#### 4.2.3. Case Management

Customer can open a Service Request and check submitted Service Request status within the DS Support 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 appoint designated authorized contacts in the DS Support Tool.

For DraftSight Enterprise, DraftSight Enterprise Plus, and DraftSight Enterprise Plus for Education Licensed Programs, a maximum of ten (10) of Customer's designated authorized contacts in each major geography (defined as the Americas, Japan, Asia Pacific or Europe/Middle East/Africa) may contact DS for support. For DraftSight Enterprise Plus for Education – Campus Pack, a maximum of eight (8) Customer's designated authorized contacts may contact DS for support.

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](https://www.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 authorized contacts may go online to submit a Case in English, 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 support 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.

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.

- 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. Depending on the validated urgency level, DS Support Team's target is to handle Customer's Case as follows.

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

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 manage and 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 a 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 (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
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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 <a href="#">here</a> 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, <a href="#">and any sub-contractor as agreed in the Agreement</a> .

## 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 Cases.

## 6.2 For DELMIA APRISO Licensed Programs

In addition to the ADVANTAGE level of Support Services, Customer can purchase additional Support Services for DELMIA APRISO Licensed Programs, which include extended support hours:

- Gold 24x5 Phone Support

It allows Customer to access by phone a local support center (in English, except when local language support is available) from Monday 9 am through Friday 5 pm local time including public holidays (local time is defined as the time zone of the local support center providing Support Services to Customer).

- Platinum 24x7 Phone Support

It allows Customer to access by phone a local support center (in English, except when local language support is available) including public holidays

## 6.3 For BIOVIA for Education for Licensed Programs

In addition to the SECURE level of Support Services, Customer can purchase additional Support Services for BIOVIA for Education for Licensed Programs (QQE-BIO) which consist in:

- Assistance with initial installation on workstations, clusters, grids or high performance computing centers
- A maximum of 30 online Service Requests per year qualified as Non-Defect
- Assistance with administration Cases

## 6.4 For DELMIAWORKS Licensed Programs

In addition to the ADVANTAGE level of Support Services, Customer can purchase additional Support Services for DELMIAWORKS Licensed Programs named DELMIAWORKS Gold Support and composed of extended support hours and a Technical Account Manager's services.

- DELMIAWORKS Gold Support

DS will provide the DELMIAWORKS Gold Support Services if Customer is current with the payment of the fees due under the ADVANTAGE level of Support Services for the Licensed Programs of its installed base as well as under these additional DELMIAWORKS Gold Support Services fees.

Extended support hours allows Customer's designated authorized contacts to access by phone to the appropriate DS Support Team center (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>.

The Technical Account Manager (as described below) will provide the dedicated PIN number to Customer to allow Customer to access to extended support hours.

DS will appoint a Technical Account Manager, to be the technical support specialist who will acquire specific knowledge and experience of Customer's processes and environment.

The Technical Account Manager's mission consists of:

- Working with Customer during scheduled account review phone calls (depending on Customer's needs), and providing Customer with a holistic overview of all open Cases and providing a status of each Case;
- Handling the entire list of Customer's Cases to follow their progress and supervising Cases resolution plan;
- Examining the relevant responses from DS Support Team involving a Workaround in order to temporarily resolve a Case;
- Assisting Customer in managing risks and making advance mitigation plans.

The Technical Account Manager performs this mission from DS' premises. As a general rule, the Technical Account Manager is available from 9:00 am to 5:00 pm in its time zone of location, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.

## 6.5 For SOLIDWORKS Licensed Programs,

### Standard Subscription Services

In addition to the ADVANTAGE level of Support Services, Customer is entitled to receive Standard Subscription benefits as mentioned at <https://www.solidworks.com/media/solidworks-subscription-service-program-datasheet>.

## Enterprise Subscription Services

Subject to being current with applicable charges related to Support Services, Customer can also subscribe to an additional offer named Enterprise Subscription Services (ESS).

### 6.6 PREMIUM offer

Subject to being current with applicable charges related to Support Services, Customer can also subscribe to an additional PREMIUM offer available only on certain supported Licensed Programs, as described in Section 7 below.

### 6.7 How to order?

To sign up for an additional Support Services package, 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/>

## 7. DS PREMIUM SUPPORT SERVICES

### 7.1 At a Glance

The DS Premium Support Services will be provided by DS if Customer is current with the fees due for the ADVANTAGE level of Support Services for the Licensed Programs and the payment of additional Premium Support Services fees. The DS Premium Support Services apply solely to V6 and 3DEXPERIENCE portfolio.

### 7.2 Governance

DS will appoint:

- A representative ("Customer Success Advocate"), to be Customer's main point of contact for the fulfillment of the DS Premium Support Services. His/her role consists in answering any question of Customer and providing visibility on the performance of the Premium Support Services as further described below.
- A technical expert ("Dedicated Technical Expert"), to be the technical support specialist who has acquired specific knowledge and experience of Customer's processes and environment so as to be able to technically assist Customer with the key Services Requests linked to Customer's use of the Licensed Programs.

Customer is responsible for designating a Premium point of contact to serve as the contact for the Customer Success Advocate.

#### 7.2.1 Customer Success Advocate

The Customer Success Advocate's role is intended to be flexible and responsive, in order to adapt to Customer's specific needs in the context described below:

##### a. Upgrade Advisory

The Customer Success Advocate's mission consists of:

- communicating any DS innovations to Customer, such as the latest Release, and confidentially communicate the DS Release plan;
- advising on deployment plan, time and resources;
- providing DS lifecycle information;
- proposing a roadmap that takes into account Customer's requests and DS Research & Development's constraints;
- providing DS best practices and experience on Licensed Programs deployments.

##### b. Deployment process assistance

The Customer Success Advocate's mission consists of:

- providing assistance in monitoring Customer test planning milestones and their results;
- proposing a schedule and target dates for the Maintenance Deliverables;
- managing the Case resolution plan;
- supervising the entire list of Customer's Cases in order to hit the various milestones in the launch schedule;
- assisting Customer in managing risks and making advance mitigation plans;
- providing Customer with a weekly report related to on-going Cases assessing their situation and describing both their status and the projected measures.

##### c. Annual interview

The Customer Success Advocate will organize, each year, an interview to evaluate Customer's satisfaction related to the Support Services including the Premium ones, in order to identify and acknowledge Customer's priorities and propose a plan to address those priorities.

##### d. Availability of the Customer Success Advocate

Customer Success Advocate is located at DS premises. As a general rule, the Customer Success Advocate is available to Customer from 9:00 am to 5:00 pm in the Customer Success Advocate's time zone, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.



### **7.2.2 Dedicated Technical Expert**

#### **a. Support Requests Handling**

The Dedicated Technical Expert will specifically provide the following services:

- regularly handling Customer's Service Requests;
- communicating with the DS Research and Development team concerning the Service Requests that have been escalated to management;
- providing effective support based on in-depth knowledge of Customer's methodologies and main business processes;
- examining the relevant responses from DS Support Team involving a Workaround in order to temporarily resolve a Case;
- providing in-depth updates and communications related to Customer's Services Requests;
- analyzing and making suggestions based on the Services Request dashboards.

#### **b. Availability of the Dedicated Technical Expert**

The Dedicated Technical Expert will monitor Customer's pending Service Requests. She/he is located at DS premises.

As a general rule, the Dedicated Technical Expert is available to Customer from 9:00 am to 5:00 pm in the Dedicated Technical Expert's time zone, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.

In some particular cases (such as non-reproducible CRITSIT Cases by DS Support Team in its Certified Configuration or Production Stoppage as defined hereunder), both parties may jointly decide that DS sends the Dedicated Technical Expert on Customer's premises to assist Customer on a given Service Request.

### **7.3 Description of the Premium Services**

#### **7.3.1 Configuration health check.** Customer will be provided with the following services:

- Through an online survey agreed to by Customer or during an onsite meeting conducted by DS, DS will collect information on the characteristics of Customer's Configuration, including the network configuration, hardware architecture, data structure, security, and backup environment.
  - DS will provide Customer with an evaluation report identifying the seriousness and probability of the risks, as well as recommendations for rationalizing execution and reducing or eliminating bottlenecks.
- This Configuration health check will be performed at DS' sole discretion.

#### **7.3.2 Production Stoppage Case**

If a Case related to DS supported Licensed Program on Certified Configuration has serious consequences on Customer's normal business operations and causes a production stoppage ("Production Stoppage").

:

- Customer shall call promptly during Opening Hours, the Dedicated Technical Expert or the Customer Success Advocate.
- 24 hours per day, 7 days per week, Customer may call the hotline dedicated to Production Stoppage situations (phone number is communicated by the Customer Success Advocate).

For example, such Production Stoppage can be as follows:

- most of users:
  - ✓ cannot login to Licensed Programs;
  - ✓ cannot access, modify or save data;
  - ✓ are no more able to run a critical industrial process;
  - ✓ face unacceptable performance degradation (Customer encounters a sudden degradation of response time attributable to DS Licensed Programs);
  - ✓ face licensing issues preventing a normal use of Licensed Programs.
- data exchange flows attributable to DS Licensed Programs are stopped.

During the Opening Hours in which he/she is available, the Dedicated Technical Expert will promptly qualify Customer's situation. The frequency and channel of communication will be defined on a case-by-case basis, by mutual agreement between DS and Customer. Outside the normal working hours of the Dedicated Technical Expert, the qualification will be handled by a DS infrastructure expert.

Outside Opening Hours in which the Dedicated Technical Expert is available, the phone conversation shall be in English, except when local language support is available.

Customer shall designate an English-speaking contact:

- ✓ who has as much information and details as possible to enable DS to qualify the Case as a Production Stoppage and provide the information detailed in the "Case Management" chapter of the Support Policies;
- ✓ with sufficient knowledge and expertise (for example, the ability to describe the symptoms and their impacts) in the event that Customer must take steps to limit the Production Stoppage;
- ✓ capable of opening a remote connection and allowing DS to access Customer's IT infrastructures (hardware, middleware components and software) and connect to the necessary data. Remote access installations shall be granted on all Customer R&D labs and not be blocked by Customer's internal security measures.
- ✓ Who has an access to DS Support Tool.

When the Case is qualified as a Production Stoppage, DS will provide, within four (4) hours after receiving the call, a corrective action plan for resolving Customer's Production Stoppage. The corrective action plan will include:

- the progress of the resolution process;
- the next steps planned, specifically including the identification of the relevant DS resources;
- the actions required from Customer to support the resolution process;
- insofar as possible, the projected dates of the DS actions; and
- the date and time of the next progress update by DS.

The service level objective of four (4) hours mentioned above only refers to that part of the turnaround time when the message is being managed in DS. It does not include the turnaround time during which such action plan, once approved by Customer, is implemented.

### **7.3.3 "Optimized System Availability" Services**

Purpose of the Optimized System Availability service is to conduct investigation of non-reproducible scenarios to improve the end user time session.

Within the scope of the Optimized System Availability service:

DS will first measure the actual Mean Time Between Failures ("MTBF") based on the number of crashes, and jointly agree with Customer on the long-term MTBF objective to reach, based on MTBF initial measure.

On Customer's request, DS will then monitor monthly the MTBF on the name and on behalf of Customer in order to:

- Attempt identifying the primary causes of abnormal session ends and list the top 5 non-identified problems of the month;
- perform in-depth analysis of the 5 problems of the month;
- work on possible corrective actions or plan to enhance the MTBF

DS will send to Customer a monthly report revealing the results of the MTBF analysis and the corrective actions possibly taken.

### **7.3.4 "Improved Performance" Services**

Purpose of the Improved Performance service is to identify or anticipate DS Offerings performance issues on Customer production environment.

Within the scope of the Improved Performance service:

DS will first collaborate with Customer to jointly identify the critical usage scenarios (including data sets, applicable Releases) that are essential for its activity and define with Customer the acceptable and realistic wait times for end users' usage scenarios.

Then, Customer must replay, on a regular basis, the identified usage scenarios in its production environment on a Machine dedicated to the Improved Performance service in order to measure the actual performance (end user elapsed time) and communicate the results to DS.

If Customer has performed the above mentioned performance measurements and communicate them to DS, DS will then, when applicable:

- identify possible improvements (such as Maintenance Delivery or methodology) to be implemented by Customer;
- send a report to Customer describing the performance results and the improvement actions to be implemented;
- send a performance status to Customer with recommendations which may include best practices, guidelines and/or identified Corrections.

### **7.3.5 "On-Cloud Latest Release Discovery" Services**

Customer can access online to the last Release of any 3DEXPERIENCE Licensed Programs Customer is eligible to and made available on the market ("General Availability"), for evaluation purposes only. This access to Online Services excludes any production or commercial purposes and is granted for a limited and non-renewable period of three (3) months per year.

The Customer Success Advocate will inform Customer of such upcoming opportunity.

Online Services may be updated by DS from time to time and may also include certain Licensed Program for which on-premise installation may be required.

Online Services access through "Last Release Discovery on Cloud" is granted for a maximum of ten (10) Users. Customer agrees to use Online Services in accordance with the terms and conditions of a separate agreement designated as "Customer Evaluation License and Online Services Agreement". Customer agrees to ensure that its Users comply with such terms and conditions.

## **8. 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.

### **8.1 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.

## **8.2 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.

## **8.3 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).

## **9. 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.

Notwithstanding the foregoing, in case of orders made to Distributors, Distributors are free to determine the amount of such fee charged to Customer.