

## CUSTOMER SUPPORT SERVICES POLICIES FOR DASSAULT SYSTEMES 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>.

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

DS Support Team will provide high quality Support Services and comply with these Support Services 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 these General Terms, the applicable OST(s), the Country Specific Terms, the Transaction Document and the terms contained in the web links referenced herein and hereby incorporated by reference.

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

**Cloud Priority Case** means, in the context of the 3DEXPERIENCE and ByMe (3DVIA) Online Services, (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.

**Configuration** means a defined set of specified versions or version ranges of Platforms allowing the Licensed Program, part of the Online Services for which on-premise installation may be required, ) 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, part of the Online Services for which on-premise installation may be required, 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, 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 delivered together with the DS Offering for use in connection with the DS Offering.

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

**DS** means the DS Group Company which concluded 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 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 Support Team is responsible, among other things, for receiving, filtering and handling all Service Requests related to DS Offerings.

**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.

**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 (including a denial of service attack) 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 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.

**IFWE Loop** means the software environment hosted by DS, including information, contents, data, documents, materials, software, communities and services, made available on such environment by DS to Customer and his Users pursuant to the conditions defined in the applicable FWE Loop terms of use.

**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 and/or content, including databases of 2D and 3D models 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.

**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 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.

**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>

**OST** means the Offering Specific Terms which are specific terms relating to a given Release of a 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.

**Platform** is a third party hardware architecture and/or a third party software framework which is part of or runs on a Machine and allows Licensed Program, part of the Online Services for which on-premise installation is required, 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 Programs, part of the Online Services for which on-premise installation is required and 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), part of the Online Services for which on-premise installation is required 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 Program(s), part of the Online Services for which on-premise installation is required, will or will not work on such Platform.

**Release** means a periodic update of the same version of 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 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 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: SRnnnnnnnn ["n" is a digit].

**Support Policies** means the present document.

**Support Services** means the maintenance, enhancement and other support services referred to herein and described at [www.3ds.com/terms/support-policies](http://www.3ds.com/terms/support-policies).

**Transaction Document** means the form provided by DS (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, 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.

**User** means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions (specified in the OST). For Academic Use of DS Offering, User means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a bona fide student in Customer's academic program.

**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. ADVANTAGE Support Services Description

DS delivers Support Services that help Customers to efficiently improve the usage of the Online Services. Those Support Services as described below are available online at [3ds.com/support](http://3ds.com/support) 24 hours per day, 7 days per week (subject to temporary unavailability)

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

##### 4.1.1 Self-Expertise

Customer may access some content produced by DS dedicated to certain 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 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.

#### 4.1.2. Users' community

Customer may access Users' community dedicated to certain 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.

#### 4.2 "Release Lifecycle" services

"Release Lifecycle" services may include the following:

- Cloud Eligibility checker: an online tool available on [3ds.com/support](https://3ds.com/support) to check the compatibility of Customer environment with 3DEXPERIENCE Online Services.
- Release Note: Document published at each DS Offering Release providing the list of enhancements, recommendations for installation, new certified configuration and known issues, if available.
- Planned maintenance information: Information published at least one week in advance about a potential service interruption for maintenance purpose.

#### 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?

- i. For 3DEXPERIENCE online services, any Customer's Users can report a Case in English to DS Support team.
- ii. For any other Online Services and Academic Customers, solely Customer's designated contacts are authorized to report a Case in English to DS Support Team.

Any designated contact appointed by Customer shall be duly trained in using Online Services and shall be able to comply with technical assistance prerequisites (Customer role) as described in section 6.1. DS may limit the number of designated contacts. Designated contacts registration is an action documented in [3ds.com/support](https://3ds.com/support).

- How to report a Case?

Customer may report a Case to DS Support Team by any mean described below. However, if DS delegates the first level of support role to a Service Provider, Customer must report his Case to Service Provider.

- ✓ Online Case submission

Customer may go online to submit a Case in English, check its status, and manage it until the solution is delivered.

Online Case submission services are available at [3ds.com/support](https://3ds.com/support), 24 hours per day, 7 days per week (subject to temporary unavailability).

- ✓ Online Case submission in a community dedicated to Customer

If available, Customer's Users may access the IFWE Loop community to submit Cases in English, and receive from 3DS Support Team knowledge and know-how on 3DEXPERIENCE platform.

- ✓ Phone support

Customer 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>.

In the context of 3DEXPERIENCE Online Services and ByMe (3DVIA) Online Services only, if Customer experiences a Cloud Priority Case, Customer will have access to phone support assistance in English, except when local language support is available, 24 hours per day, 7 days per week, 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.

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 information no personal data, i.e. information relating to an individual as defined by the data protection legislation applicable to the Agreement, nor 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.

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

DS Support Team' target is to address Customer's Case based on its validated urgency level as follows.

Urgency level	Initial Response Time
Urgent	2 Opening Hours
High	4 Opening Hours
Medium	8 Opening 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'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 Support Team at 3ds.com/support, 24 hours per day, 7 days per week (subject to temporary unavailability), by using the CRITSIT process. DS 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 Support Team may invite Customer to a remote session in order to reproduce Customer's Case in a collaborative mode.

## 5. Optional Support : 3DS PREMIUM Support Services Description

### 5.1 At a Glance

The DS Premium Support Services for Online Services will be provided by 3DS if Customer is current with the fees due for the ADVANTAGE level of Support Services for the Online Services and the payment of additional Premium Support Services for Online Services fees. The DS Premium Support Services for



Online Services apply solely to 3DEXPERIENCE portfolio.

## 5.2 Governance

DS will appoint a representative ("Customer Success Manager"), to be Customer's main point of contact for the fulfillment of the DS Premium Support Services, to be the technical support specialist to technically assist Customer with the key Services Requests linked to Customer's use of the Licensed Programs. 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.

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

## 5.3. Empower Users

### 5.3.1 Dedicated Onboarding

Customer gets, during first 3 months period after the date of purchase, dedicated onboarding sessions (frequency and duration in DS discretion) to get started with the 3DEXPERIENCE Online Services. DS nominates a cloud expert dedicated to Customer who will share knowledge and know-how with Customer's Users through a live presentation explaining the 3DEXPERIENCE Online Services concepts, the dedicated IFWE Loop community and rich client software installation. DS cloud expert will also regularly set up calls with Customer to review solution adoptions and propose live question and answers (Q&A).

## 5.4 Anticipate Changes

### 5.4.1 Early Dedicated What's New

Customer Success Manager communicates ahead of upgrade a specific note. Customer will be informed:

for new Release:

10 days before upgrade

for new "FD" level: 10 days before upgrade

### 5.4.1 Beta Program

Beta Program service enables Customer to discover upcoming new features and functionalities at early stage on every new major Release.

DS may occasionally organize evaluations of Releases which are not yet generally available ("Pre-GA Release"). The Customer Success Manager will inform Customer of such upcoming opportunities and Customer will be invited to participate in these online evaluations, on the 3DEXPERIENCE Online Services, subject to acceptance by Customer of any terms and conditions established by DS in this context.

These early access to Beta Program service will be available for evaluation purposes only to certain Customer's authorized Users of the DS Offering, specifically excluding any production or commercial purposes for a limited period of time specified by DS Customer Success Manager. By using access to Beta Program service, Customer acknowledges and agrees that (i) all Customer data created in the context of this Beta Program service will not be migrated back to production and (ii) the use of such services is granted under the terms and conditions of the Customer Evaluation License and Online Services Agreement. The parties agree as follows:

- The Pre-GA Release has not completed a quality-testing program, and the service may close down without warning or give unreliable results;
- DS reserves the right to terminate access to the service or to delete it and remove Customer Data at any time without notice;
- DS shall have no obligation to provide support for the Beta Program service;
- No service level agreement shall be applicable to Beta Program service;
- The Pre-GA Release is made available on an "as is" basis, without warranty of any kind, whether express or implied, oral or written, including without limitation the implied warranties of merchantability, title, non-infringement and/or fitness for any particular purpose, and all such warranties, conditions, undertakings, and terms are hereby excluded to the extent permitted by law. In no event shall DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Customer's use of the Beta Program.

## 5.5 Optimize Productivity

### 5.5.1 Dedicated Operational Excellence

Customer Success Manager mission consists of:

- providing effective support based on in-depth knowledge of Customer's methodologies and main business processes:
  - o regularly handling Customer's Service Requests;
  - o providing in-depth updates and communications related to Customer's Services Requests;
  - o suggesting a risk mitigation plan (when relevant);
  - o managing convergence objectives about Service Requests backlog during regular calls (cadence to be determined with Customer)
- contributing to improve Customer's experience with the 3DEXPERIENCE Online Services:
  - o managing requirements about support communications, hardware and software compliance communications, support process;

- collaborating with the DS Research and Development team to develop and share best practices based on Customer's technical requirements related to the 3DEXPERIENCE Online Services (except enhancement requests and in-depth methodologies such as detailed API consulting);
- serving as the focal point to drive system availability and performance improvement plans;
- serving as the primary interface to manage critical situations such as CRITSIT and Cloud Priority Cases coordinating all account-level activities within DS. Customer Success Manager is located at DS premises. As a general rule, the Customer Success Manager is available to Customer from 9:00 am to 5:00 pm in the Customer Success Manager's time zone, except on holidays, non-working days (vacation days, sick leave, etc.) and internal training days.

### 5.5.2 "Optimized System Availability" Services

The Optimized System Availability service permits the investigation of non-reproducible scenarios to improve the end user time session. DS agrees to:

- measure the Mean Time Between Failures ("MTBF") based on the number of crashes and set objectives;
- promptly gather the primary causes of abnormal session ends and list the top 5 non-identified problems;
- perform, on Customer's behalf, an in-depth analysis of the causes of the top 5 problems;
- work on the Corrections in collaboration with the DS Research and Development team;
- measure the improvements in MTBF;
- send a monthly report revealing the results of the MTBF analysis and the corrective actions taken.

### 5.5.3 "Improved Performance" Services

The Improved Performance service targets to identify or anticipate performance issues on Customer production environment.

DS agrees to:

- collaborate with Customer to gently identify the critical usage scenarios (including data sets) that are essential for its activity;
- define with Customer the acceptable and realistic wait times for the usage scenarios;

Customer has to replay the usage scenarios on a Machine dedicated to Improved Performance service.

DS will:

- enable Customer to measure the performance improvements of the Releases with the identified usage scenarios;
- when applicable, identify possible improvements to be implemented on different future Releases.
- send a monthly report describing the performance results and the improvement actions to be implemented;
- send a weekly performance campaign status with recommendations which may include best practices, guidelines and/or identified Corrections.

## 6. Roles and Responsibilities

### 6.1. 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 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.

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 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.

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.

## 6.2. DS Support Team

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

- Reproduces the Case;
- 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;
- Provides Customer with answers, Corrections or Workarounds as appropriate or available;
- Manages the closure of the Service Request with Customer.

## 6.3. 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 the closure of the Case with Customer.

# 7. Platform and Configuration

The Platform and Configuration policies for Licensed Program, part of the Online Services for which on-premise installation may be required are the following unless otherwise described in the Online Services specific Documentation.

## 7.1 Support Services on Platforms & Configurations

Licensed Program, part of the Online Services for which on-premise installation may be required 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 Online Service, 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 Online Service 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 Online Services are running.,

Licensed Program, part of the Online Services for which on-premise installation may be required 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 Program, part of the Online Services for which on-premise installation may be required, running on Not Listed Configuration, Incompatible and Not Listed Platform, Support Services are not provided by DS.

To support Licensed Program, part of the Online Services for which on-premise installation may be required 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 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 Program, part of the Online Services for which on-premise installation may be required, and/or Releases, or
- to end Support Services for the corresponding Online Services 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

- 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 or Configuration to manage Cases related to third party provider's products.

## 8. 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.