

For the avoidance of doubt, all references to the manufacturer in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Dassault.”

TERMS AND CONDITIONS FOR ALL DASSAULT PRODUCTS AND/OR SERVICES

DASSAULT SYSTEMES END USER LICENSE AGREEMENT

1. License

1.1 License Grant

Licensor grants to the Government (herein also referred to as “Licensee”) a non-exclusive, non-transferable (except as expressly permitted herein) license, solely for its internal business operations, to:

- (a) Make and install the necessary number of copies of the applicable Licensed Program(s);
- (b) Use the Licensed Program(s) according to the applicable LPT;
- (c) Allow its authorized users (as defined in the applicable LPT) to access and use the Licensed Program(s);
- (d) Make one copy of each Licensed Program for back-up purposes.

This license is effective upon the Effective Date of the License and is subject to all the terms of this EULA. Licensee agrees to operate the Licensed Program(s) in accordance with the terms and provisions of this EULA, the applicable LPT and Documentation in the geographical scope specified in the applicable LPT and/or in the Quote and to ensure that its Users comply with these terms. License keys or license tokens do not themselves grant the legal right to use the Licensed Program(s). Certain Licensed Programs may either contain third party software components or may be third party software products to which certain Specific Terms for Third Party Software apply. Except as is expressly set forth in this EULA, no other express or implied right or license is granted to Licensee.

1.2 License Limitations

Licensee agrees not to: (a) use the Licensed Program(s) to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components, (b) rent, lease, sublicense, perform or offer any type of services to third parties relating to the Licensed Program(s), including but not limited to, consulting, training, assistance, outsourcing, service bureau, customization or development unless specifically authorized in the applicable LPT, (c) correct errors, defects and other operating anomalies of the Licensed Program(s), (d) modify (except as permitted and described in the Documentation), adapt, reverse engineer, decompile, disassemble, or otherwise translate all or part of the Licensed Program(s), (e) provide, disclose or transmit any results of tests or benchmarks related to any Licensed Program, or (f) use any software that may be delivered with the Licensed Program(s) other than the Licensed Program(s) ordered hereunder.

2. Support Services

Support Services for Licensed Program(s) are detailed at www.3ds.com/terms/support-policies and include Releases made available during the support period. Support Services policies are subject to change. Changes announced during the term become effective at the commencement of the immediately following term. Licensee is responsible for checking the support website to view and understand the Support Services provided.

The obligation to provide Support Services shall be undertaken by an authorized service provider.

3. RESERVED

4. Intellectual Property

4.1 Ownership: Licensor and/or its suppliers retain ownership in all intellectual property rights in the Licensed Programs and all modifications, enhancements or other derivative works thereof. The Licensed Programs are licensed, not sold. Licensee shall preserve and reproduce all copyright, patent and trademark notices which appear in the Licensed Programs on all partial or integral copies thereof. Licensee recognizes that the methodologies and techniques, contained in or expressed within the Licensed Programs are proprietary information or trade secrets of Licensor or its suppliers. Licensee shall treat them as confidential information and not disclose them.

4.2 Intellectual Property Indemnification: Unless provided otherwise in the Specific Terms for Third Party Software, Licensor will defend Licensee against any claims made by a third party that a Licensed Program delivered under this EULA infringes a copyright in any country or a patent of the United States, Japan, or a member state of the European Patent Organization, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Licensor arising out of such claim, provided that, except where otherwise required by law (i) Licensee provides Licensor with prompt written notice of the claim, (ii) Licensee gives Licensor sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim, and (iii) in the case of a patent infringement, the related patent has been granted as of the date of Licensed Program(s) delivery to Licensee.

If a claim is made or in DS's reasonable opinion, is likely to become the subject of such a claim, Licensor may at DS's expense, either secure the right for Licensee to continue using the Licensed Program or modify it so that it is not infringing, or replace it with another program which is functionally equivalent. If none of the foregoing options is available on terms which are reasonable in DS's judgment, Licensor may terminate the licenses to the Licensed Program(s) and, if such licenses are perpetual licenses, Licensor will either refund or provide a credit to Licensee, at Licensee's option, in an amount equal to the corresponding one-time fee paid for the licenses, depreciated on a straight-line over three (3) years upon return or destruction of all copies of the affected Licensed Program(s) as certified by an officer of Licensee.

Licensor shall have no obligation to defend or indemnify Licensee against any claim related to (i) any modification of a Licensed Program by anybody other than DS, or (ii) the use of one or more Licensed Programs in combination with other hardware, data or programs not specified by DS, or (iii) the use of corrective patches or Releases other than the most recent one provided by DS.

Except where otherwise required by law, this Section 4.2 states Licensor's entire liability and Licensee's exclusive remedy for any claim of infringement of intellectual property rights under this EULA.

5. Warranties, Limitations and Disclaimers

5.1 Warranty. Licensor warrants for ninety (90) days from delivery to Licensee that the Release of any Licensed Program will materially conform to its Documentation, provided that it is properly used in the operating environment specified by DS. If such Release of the Licensed Program does not conform, Licensor will attempt to make the Licensed Program perform as warranted. Licensor may request Licensee to install a corrective patch or a new Release. If, after sixty (60) days from notice by Licensee of the non-conformity received within the warranty period as defined above, Licensor has not provided a conforming Licensed Program, Licensee's exclusive remedy and Licensor's entire liability for any breach of such warranty is for Licensee to terminate the license related to the non-conforming Licensed Program within thirty (30) days after such sixty (60) day period and obtain a refund of fees paid for such Licensed Program hereunder.

5.2 Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR THE LICENSED PROGRAMS OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT. Licensor disclaims any liability for any use or application of any Licensed Program or the results or decisions made or obtained by users of the Licensed Program. Except to the extent required by applicable law, Licensor does not warrant that (i) the functions of Licensed Program(s) will meet Licensee's requirements or will enable it to attain the objectives Licensee has set for itself, or (ii) they will operate in the combination or environment selected for use by Licensee, or (iii) the operation of the Licensed Program(s) will be uninterrupted or free of errors. In all instances, Licensee shall be solely responsible for ensuring that the results produced by Licensed Program(s) comply with quality and safety requirements of Licensee's products or services. No employee or agent of Licensor is authorized to give a greater or different warranty. Licensee shall have exclusive responsibility for (a) program selection to achieve Licensee's intended results, (b) Licensed Program(s) installation, (c) taking adequate measures to properly test, operate and use each Licensed Program and (d) results obtained therefrom.

6. Limitation of Liability

Each party is independently and exclusively responsible for obligations undertaken by it under this EULA. No party can be held jointly and severally liable with another pursuant to this EULA. No party shall be deemed an agent of another party pursuant to this EULA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNLESS OTHERWISE SPECIFIED IN ANY APPLICABLE SPECIFIC TERMS FOR THIRD PARTY SOFTWARE, LICENSOR'S POTENTIAL LIABILITY TO LICENSEE, FOR ANY AND ALL CLAIMS IN ANYWAY ARISING FROM OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS EULA, WHETHER BASED IN CONTRACT, OR OTHER THEORY OF LIABILITY, IS LIMITED AS FOLLOWS:

EXCEPT FOR LICENSOR'S LIABILITY UNDER SECTION 4.2 HEREOF, LICENSOR'S AGGREGATE LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT CORRESPONDING TO FEES ACTUALLY PAID BY LICENSEE IN THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM FOR THE USE OF THE LICENSED PROGRAM(S) WHICH CAUSED THE DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE EXPRESSLY AND IRREVOCABLY WAIVES, AND LICENSOR SHALL HAVE NO LIABILITY IN RESPECT OF, ANY AND ALL CLAIMS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS EULA, LICENSED PROGRAM(S), DOCUMENTATION OR SERVICES, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

EXCEPT WHERE PROHIBITED BY LAW, LICENSEE WAIVES ANY AND ALL CLAIMS FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY REASON AND ON ANY BASIS, AGAINST ANY LICENSOR PROVIDERS, OR SUBCONTRACTORS .

All legal actions against Licensor must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action has arisen.

7. Term

7.1 Term: This EULA shall come into force on the Effective Date of the License of the first license ordered by Licensee and shall remain in full force and effect until the expiration of all licenses granted under this EULA, unless terminated as provided hereunder.

7.2 Effect of Termination. Upon expiration or termination of this EULA or any licenses granted hereunder as a result of Licensee's uncured material breach or by Licensee for convenience, Licensee shall immediately destroy or return all copies of the terminated or expired Licensed Program(s) and associated Documentation in their entirety, and duly certify the same in writing to Licensor. Expiration or termination of this EULA or any license shall not relieve Licensee of its obligation to pay all fees that have accrued or are otherwise owed by Licensee under any Ordering Document. The expiration or termination will not prejudice the rights and remedies of the non-breaching parties.

7.3 Reserved.

8. Miscellaneous

8.1 Inspection/Acceptance. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Dassault Systemes Americas Corp.") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

8.2 Notices. All notices required hereunder shall be in writing, in English and shall be deemed to have been given (i) the date delivered in person or by reputable express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, (iii) the date sent by confirmed facsimile, addressed to the parties at their addresses in the Ordering Documents, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form.

8.3 Force majeure. Neither Party hereto shall be liable for any default in the performance of its obligations under this EULA resulting from (i) a case of force majeure as defined by the law governing this EULA and the courts in such jurisdiction and (ii) the following causes: strikes (whether previously announced), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.).

8.4 Severability. If any part of this EULA is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

8.5 Transfer, Assignment & Subcontract. Licensee shall not subcontract, assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution) any or all of its rights, duties, benefits or obligations under this EULA, or sublicense Licensed Program(s) to any third party without DS's prior written approval. Any

approved transfer of licenses to another country may be subject to an adjustment in price, as prices are specific to each country or region. This EULA shall be binding upon, and inure to the benefit of Licensor and its successors and assigns. Licensor may assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution), any of its rights or obligations hereunder and/or otherwise subcontract any of its obligations hereunder, in whole or in part, to any third party, without Licensee's consent.

8.6 Reserved.

8.7 Audit. During the term of this EULA and for a period of 3 years thereafter, Licensee shall establish and maintain accurate information records relating to the use, and when applicable, destruction of the Licensed Program(s). Licensor shall have the right at any time, at its own expense and under reasonable conditions of time and place, to audit and copy these records. Licensee also hereby authorizes Licensor to verify its compliance with the terms of the EULA. For such purpose, Licensor may conduct an audit on Licensee's premises during normal business hours, in a manner that minimizes disruption to its business. Licensor may require Licensee to provide it or any third party Licensor engages to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard copy system information as appropriate. If the audit reveals unauthorized use of any Licensed Program, Licensee shall promptly pay to Licensor any amounts owed as a result of such unauthorized use at the then current list price. In the event such unauthorized use is five percent or greater of Licensee's authorized licenses for the applicable Licensed Program, then in addition to Licensee paying the applicable charges, Licensee shall reimburse Licensor for the cost of such audit. In a joint effort to prevent software piracy, Licensee shall comply with any changes in the Licensed Program(s) licensing security mechanism that aims at preventing fraud. By invoking the rights and procedures described above, Licensor does not waive its rights to enforce this EULA or to protect its intellectual property by any other means permitted by law.

8.8 Reserved.

8.9 Reserved.

8.10 Reserved.

8.11 Survival. The following sections of these General Terms shall survive termination thereof: "License Limitations", "Intellectual Property", "Warranties, Limitations and Disclaimers", "Limitation of Liability", "Term and Termination", "Miscellaneous", "Glossary", and terms identified as surviving in the Country Specific Terms.

8.12 Language. This EULA is provided in English and may be provided, for informational purposes only, in a language other than English. In such case, if there is any discrepancy or inconsistency of meaning or interpretation between the English version and such other language version, the English version shall prevail and shall be the only binding and enforceable version of this EULA.

9. Glossary

Anniversary Date of the License means the anniversary date of (i) the date which Licensor has chosen pursuant to Section 3 hereof, or, absent such choice, (ii) the corresponding Effective Date of the License.

Country Specific Terms means specific terms applicable to a geographical territory.

Documentation means, at any time, the current user documentation in any form or media as delivered together with the Licensed Program(s) by Licensor for use in connection with Licensed Program(s).

Effective Date of the License means, for any license for a Licensed Program, the latest of the following (i) the date on which such Licensed Program is shipped or made available electronically to Licensee by Licensor or, if

applicable (ii) the date on which Licensee is informed by Licensor that the associated license key can be requested or is available.

Licensed Program(s) means (i) any data processing program for which a license is ordered by and provided to Licensee pursuant to a Quote, consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Licensee is entitled to the extent it has paid the applicable fees. Licensed Program(s) do not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface or mode of delivery.

LPT means the Licensed Program Terms which are specific terms relating to a Release and published at www.3ds.com/terms/lpt.

Ordering Document means the order placed by Licensee and accepted by DS.

Quote means the final commercial proposal containing a quote for Licensed Program(s) made to Licensee by DS.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Specific Terms for Third Party Software means the specific terms relating to certain third party software components or products not developed by or for a LICENSORGroup Company and licensed to Licensee to be used in connection with or within the Licensed Program(s) and published at www.3ds.com/terms/third-party-terms.

Support Services means the maintenance, enhancement and other support services referred to in Section 2 hereof and described at www.3ds.com/terms/support-policies.

SUPPORT SERVICES POLICIES FOR LICENSED PROGRAMS

Definitions

Agreement means the license agreement pursuant to which Licensee ordered Licensed Program(s).

Company or **DS** means Contractor, acting by and through its supplier, Dassault Systèmes Americas Corp., a Delaware corporation with an office at 900 Chelmsford Street, Tower 2, Floor 5, Lowell, MA 01851.

Correction means a solution provided to Licensees through the change of software or documentation. It is, delivered through a new Release, a Documentation amendment or Maintenance Delivery or a media as available.

CRITSIT means CRITICAL SITUATION. The CRITSIT process is an escalation process, part of the official Support 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. The Licensee is in pre-production, production or in deployment phases (production perspective) and the significant impact of the Defect on Licensee's activity requires faster resolution.

Defect (or "Error") means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable support policy and reproducible by DS.

Documentation means, at any time, the current user documentation in any form or media as made available by DS for use in connection with Licensed Program(s).

DS Group Company means Dassault Systèmes Americas Corp. or any DS Subsidiary.

DS Subsidiary means any company in which Dassault Systèmes S.A., directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

DS Support Team, composed of technical experts, can comprise several organizations within DS Group Company depending upon the type of Service Request issued by the Licensee. The DS Support Team is responsible, among other things, for receiving, filtering, handling all Service Requests relative to Dassault Systèmes Licensed Programs.

DS Research and Development is the organization covering all brands, Licensed Programs in charge of developing new Dassault Systèmes Licensed Programs and providing Maintenance Delivery (Defect correction).

Extended Support Phase means, for a given Release, the period starting at the end of the Full Support Phase of such Release, if applicable, and ending at a date indicated by DS to Licensee at the Extended Support subscription date. Information regarding the duration of Extended Support Phase for a given Release is available at www.3ds.com/support/support-policies/lifecycle-policy/.

Full Support Phase means, for a given Release, the period starting when such Release becomes generally available and ending at a date to be determined by DS with respect to each Release. Information regarding the duration of Full Support Phase for a given Release is available at www.3ds.com/support/support-policies/lifecycle-policy/.

Initial Response Time means the amount of time elapsed between the initial Service Request submitted by Licensee to DS Support Team, and the initial response to Licensee by DS Support Team, in connection with such Service Request. It corresponds to the first feedback to a Licensee with the first steps of troubleshooting and incident determination.

Licensed Program means (i) any data processing program belonging exclusively to DS or its licensors, for which a license is ordered by and provided to Licensee pursuant to the Agreement, consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) Maintenance Delivery and (iv) Releases. Licensed Programs do not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface or mode of delivery.

Licensee, also designated by the term “**You**”, “**Your**”, means any legal entity, which is licensed Licensed Program(s) pursuant to the Agreement.

LPT means the Licensed Program Terms which are specific terms relating to a Release and published at www.3ds.com/terms/lpt.

Maintenance Delivery means a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given Release, if and when made generally available to the market.

Non-Defect means any incident encountered in relation with use of any Licensed Program and which is not qualified as a Defect. For 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 Dassault Systèmes CAA platform tools can be arranged under a separate agreement.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Service Request means a single entry in the DS Support tool (subject to temporary unavailability for system maintenance), submitted for a single incident, by Licensee and validated and registered by DS Support Team. The Service Request number identifies the incident using a unique identifier as follows: SRnnnnnnnn ["n" is a digit].

Support Policies means the present document.

Support Service means the maintenance, enhancement and/or other support services as defined in these Support Policies.

Sustaining Support Phase means, for a given Release, the period starting at the end of the Extended Support Phase of such Release, if applicable, and ending at a date indicated by DS to Licensee at the Sustaining Support subscription date.

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 Program.

At a Glance

These Support Policies describe the Support Service applicable to Licensed Program(s) ordered by Licensee pursuant to the Agreement.

DS Group Company or any third party which may be designated by DS Group Company, as applicable, will provide Support Service according to the terms of the Agreement. Support Service is delivered subject to continuous payment by Licensee of all applicable charges payable pursuant to the Agreement or any additional support services contract subscribed by Licensee.

Support Service is available exclusively for the supported Releases of Licensed Programs.

The DS Support Team will make reasonable effort to provide high quality Support Service and comply with these Support Policies.

The DS Support Team welcomes Your suggestions and comments, which can be posted at the following address:
<http://www.3ds.com/support/contact-us/>

What is the level of Support Service available under Your Agreement?

Overview

Support Services are described at www.3ds.com/support.

Subject to the conclusion of related agreement and payment by Licensee of all applicable charges, the Support Services packages available for the Licensed Programs during the Full Support Phase are either:

- **SECURE**, the level of support as a basis
- or
- **ADVANTAGE** if available in the channel serving You and if so specified for the applicable Licensed Program in www.3ds.com/ProductPortfolio.

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

Detailed Portfolio Description

SECURE

You have made a significant investment in Licensed Program to lead Your organization to success. You need support that helps protect and enhance Your investment.

The SECURE package is the fundamental level of support available to help You maximize Your PLM investment.

The SECURE package includes the following Support Services:

Service Request management

- Defect Management

You can go online to submit Your incidents (only incidents related to material malfunction in Licensed Program), check their status, manage Your support account and create a single view of all of Your incidents and share it with everyone in Your company. This online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

- Maintenance Escalation Procedure

- If You encounter a severe incident with Licensed Program, Your Service Request is raised to management-level attention, accelerating certification and resolution time, according to the CRITSIT process as defined in section 5.4 hereunder.

Customer know-how enablement

- Self Support Web tools

Allow access to online self-services for a wealth of support tools and Licensed Program information. This online service is available 24 hours per day; 7 days per week at the following address <http://www.3ds.com/support/> (subject to temporary unavailability for system maintenance).

Distribution and download

- On demand media ordering and Electronic Download

On demand media ordering and electronic download will provide Your company with the latest Licensed Program Releases and Maintenance Delivery.

ADVANTAGE

You want to foster product innovation with the Licensed Programs. You need support that helps You leverage Your expertise.

The ADVANTAGE package is the level of support to help You optimize user productivity.

The ADVANTAGE package includes the following Support Services:

Distribution & download

- On demand media ordering and Electronic Download

On demand media ordering and electronic download will provide Your company with the latest Licensed Program Releases and Maintenance Delivery.

Customer know-how enablement

- Self Support Web tools

Allow access to online self-services for a wealth of support tools and Licensed Program information. This online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

Service Request management

- Defect and Non Defect Management

You can go online to submit Your incidents, check their status, manage Your support account and create a single view of all of Your Service Requests and share it with everyone in Your company. This online service is available 24 hours per day, 7 days per week (subject to temporary unavailability for system maintenance).

Defect and Non Defect Management does not include: enhancement requests and the development of in-depth methodologies (for example, detailed API consulting). Support for the development of customization and/or new applications using Licensed Programs may be arranged under a separate agreement (e.g Developer Support offer).

- Maintenance Escalation Procedure

If You encounter a severe incident with Licensed Program, Your Service Request is raised to management-level attention, accelerating certification and resolution time according to the CRITSIT process as defined in section 5.4 hereunder.

- 8x5 Phone Support

The ADVANTAGE package allows You to access by phone a local «Support Center» (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 local «Support Center» providing support to You).

Optional Extended Support Phase Support Service

At the end of the Full Support Phase, within a period to be determined by DS specifically for each Release, You may extend your SECURE or ADVANTAGE Support Service, as applicable, subject to Your payment of all applicable charges.

During the Extended Support Phase, the Service Request management is limited to the management of urgent Defects that are found in production and escalated via the CRITSIT process, as further described in hereunder.

Optional Sustaining Support Phase Support Service

At the end of the Extended Support Phase, within a period to be determined by DS specifically for each Release, You may extend your SECURE or ADVANTAGE Support Service, as applicable, subject to Your payment of all applicable charges.

During the Sustaining Support Phase, the Service Request management is limited to Non Defect management.

How to purchase additional Support Services?

To sign up for an additional Support Services package, as Extended Support Service or Sustaining Support Service, please contact Your sales representative or fill in the web form available at the following address:

<http://www.3ds.com/faq-contact/sales/>.

Who is Your contact for Support Service?

The DS Support Team is Your primary point of contact for any Service Request related to Licensed Programs.

Support process overview

Depending on the regions and countries, the DS Support Team may be available locally in the local language and/or in English language. A list of the DS “Support Centers” locations is available at the following address:

www.3ds.com/support/customer-support-centers/

The DS Support Team is a worldwide multi-tiered organization, located in the Americas, Asia and Europe to help You meet Your reasonable expectations and provide You with responsive and proactive Support Service. When You contact the DS Support Team, a unique Service Request number is assigned to Your incident. This Service Request number is used for tracking the resolution process as it progresses. The DS Support Team will analyze the Service Request, and if possible, provide You with an applicable solution. However, when necessary, Service Request requiring more information than available at the first level of support will be transferred to the appropriate people within the DS Group Company support organization. Once the Service Request has been addressed, the DS Support Team will be responsible for delivering the response to You.

DS Support Team role

The DS Support Team is in charge of the following:

- Be Your primary contact;
- Collect Your incidents;
- Perform the preliminary investigation of the incident to check for duplicates and known incidents;
- Reproduce the incident on Release level used by You;
- Provide answers, corrections or workarounds as appropriate or available;
- Update the progress on the resolution of the incidents on a regular basis in the DS Support web tool;
- Validate the resolution of the incidents and manage their closure with You;
- Capitalize the answers, corrections or workarounds within the DS knowledge base;
- If the DS Research and Development organization involvement is required for code analysis and corrections, the DS Support Team communicates to the DS Research and Development organization the information collected during the analysis of the incident, including the reproduction results.

How to contact the DS Support Team?

Prerequisite to contact the DS Support Team

You shall designate a maximum of two (2) employees as Your authorized contacts, who shall be duly trained in using the Licensed Programs, in order to submit Non Defect Services Requests.

Upon Your request, DS may authorize the appointment of additional authorized contacts, depending on the number of Licensed Program.

Before accessing the DS Support Team, it is Your responsibility to ensure the following steps are taken:

- You shall connect to https://iam.3ds.com/self_service/login/service/websupport/ to consult technical documents and the DS knowledge base to search for the answer.
- If the answer cannot be found, the following information must be documented:
 - The environment in which the incident occurs, including the Licensed Program (for example, CATIA, DELMIA, ENOVIA VPM etc), module or mode (for example, Detail, Assembly, Part, Structural and Thermal Simulation, etc), and application menu selections;
 - Your hardware type and model, operating system version, amount of RAM, and swap space;
 - Any messages that appear in the message or start window;
 - Your Licensed Program Release, license version, and login;
 - A simple step by step scenario which enables the DS Support Team to reproduce the incident;
 - Any additional information required to analyze the Service Request.
- Prior to submission of a Defect to DS, You shall validate it on a Vanilla environment which is composed of out of the box computer software installation that is not customized from its delivered form - i.e. it is used without any customizations applied to it. The Performance of this validation aims to give DS the necessary elements to investigate your Defect. After such validation, You may submit a Defect to DS. When submitting, You will have to make sure that among the information sent to DS to analyze your Service Request, there will be no information You consider as confidential provided by You to DS, and that You do the clean-up of your information or data if necessary.

Submitting and Tracking Your Service Request

You may be able to submit and track Your Service Requests via phone and/or web according to the terms and conditions applicable to the Support Services purchased.

The Support Service web site is available at the following address <http://www.3ds.com/support/>

The Support Service phone access is documented at the following address <http://www.3ds.com/support/customer-support-center-contact/>

Performance of Support Service depends upon Your full cooperation, including, without limitation, providing at no charge to DS Group Company, safe and timely access to Your computer systems, personnel (executives and staff), facilities, utilities, Licensed Programs, data and information reasonably necessary for the performance of Support Service.

You shall ensure that You have the appropriate licenses or rights, as may be applicable, from third parties licensors for third parties' software, third parties' data and information in order to allow performance of Support Service hereunder. You are responsible for the accuracy and completeness of the information and data You supply. You hereby grant a license to DS Group Company to use such information and data to perform the Support Service. You acknowledge and agree that performance of Support Service is dependent upon the accuracy and completeness of Your data. You shall maintain up to date current and complete back up of any and all data and/or programs and/or software and/or information that may be affected, altered, modified, corrupted, or otherwise impacted by performance of Support Service. You shall indemnify, defend and hold DS Group Company harmless from any action based on a claim that any materials, information or data provided by You infringes any third party's patent, copyright or trademark, or a misuse of any third party's confidential, proprietary or trade secret information.

You shall promptly verify Your Service Request resolution and validate the closure. If such action is requested by the DS Support Team, it should be provided within a certain timeframe, or the Service Request will be automatically closed after two notifications.

When will You receive the answer to Your Service Request?

Understanding the level of urgency

When You submit a Service Request to the DS Support Team, You propose a qualification in the Service Request according to the impact of the incident regarding Your day-to-day operation.

Four levels of urgency are available:

- **Urgent:** You are unable to use the Licensed Program and have severe/critical impacts on operations, and no Workaround exists.
- **High:** You are able to use the Licensed Program but operations are severely restricted by the incident. A Workaround exists.
- **Medium:** You can use the Licensed Program with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Your operations.
- **Low:** The incident causes little or no impact to Your operations, or a way to circumvent the incident has been found.

Once received by the DS Support Team, Your Service Request and related proposed qualification of its urgency level will be reviewed by the DS Support Team. You and DS Support Team may have some discussions before the final qualification of the Service Request by DS Support Team.

Initial Response Time Objectives

The DS Support Team will make commercially reasonable efforts to address Your Service Request based on its validated urgency level as follows. However, this does not constitute an obligation to correct or to solve any reported Service Requests.

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

Service Request Closure Objectives

Maintenance Delivery provides You code corrections, which may include corrections of Your Defect. DS analyzes the Service Request to determine how it will be addressed according to the urgency level.

- When the Service Request, qualified as a “Defect”, is determined to be of “urgent” level, a Maintenance Delivery may be created and delivered to You on submitted Release or a future Release according to a timeframe to be determined by DS Group Company. Service Request closure could reflect deferred corrections with a closing code to designate plans for inclusion in a future Release.
- 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. Service Request closure may reflect deferred corrections with a closing code to designate plans for inclusion in a future Release.

For any incidents, once Service Request is created, the appropriate DS Research and Development team makes the commercial 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. However, this does not constitute an obligation to correct or to solve any reported incidents.

Escalate the incident

Only in case of critical situation as described below, the DS Support Team will provide You with a mechanism for escalating the incident.

This mechanism is called CRITSIT. The CRITSIT process is an escalation process which can be activated by phone and/or web via the access described in chapter 4.2. CRITSIT is raised to the management attention to accelerate certification and resolution time.

A critical situation (CRITSIT) is a severe incident for deployment and/or production phases. The major functionality does not work properly and no workable alternative is available.

When you consider that a situation may be qualified as CRITSIT, you submit the related request to DS Support Team. DS Support Team will qualify the situation and will, if applicable, follow the appropriate process.

The corrective Maintenance Delivery will be delivered only if all the following conditions are satisfied:

- You are in deployment and/or production phases
- No Workaround has been found to the urgent Service Request qualified as Defect by the DS Support Team;
- You have refused to use the Licensed Program Version or Release recommended by DS Support Team, which includes the correction;
- CRITSIT shall be a Defect of the following types:
 - data corruption
 - data integrity
 - major crash
 - major regression
 - major incident in a standard methodology
- The impact analysis has been performed by Your support organization, which concluded that correction delivery presents no major risk of Licensed Program destabilization.

The Initial Response Time objective for Service Request will correspond to the one described within chapter 5.2 for the level of urgency referenced “urgent”.

In addition to the Initial Response Time mentioned here above in chapter 5.2, the DS Support Team will use its commercially reasonable efforts to address Your Service Request and provide You with a corrective Maintenance Delivery.

Reinstatement of Support Service

Licensee may terminate Support Services for a Licensed Program ordered under a PLC/ALC or TBL/ALC pricing structure as defined in the LPT, subject to the following conditions: (i) Licensee notifies DS with at least thirty (30) days prior notice, and (ii) such termination shall apply to Support Services related to all licenses of said Licensed Program held by Licensee under any license agreement then in force. In such case for all such licenses described in the preceding sentence: (x) Licensee shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (y) Licensee shall duly certify in writing to DS that all copies of all Releases of the Licensed Program other than those of the latest Release of the Licensed Program installed by Licensee, have been duly destroyed or returned to DS in their entirety; and (z) Support Services for such Licensed Program will terminate at the expiration of the thirty (30) days notice period. DS shall have no further obligation to provide any services or deliver any Release in support of any such licenses, except for providing license keys if necessary.

Licensee may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Licensee under any license agreement then in force, and Licensee 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.