VIAS3D
SUPPORT POLICY

At VIAS3D, we are dedicated to providing exceptional support and assistance to ensure our customers maximize the potential of Dassault Systèmes solutions. Our comprehensive support options are designed to cater to the diverse needs of our valued customer base.

Support Package Levels:

Companies that have acquired licenses for Dassault Systemes products and are active on support, have access through VIAS3D to the SECURE support package that is mentioned in the policies of Dassault Systemes support page for both Licensed and Online programs:
https://www.3ds.com/support/policies-offers/.
The SECURE support package is the base level of support to help licensing customers maximize their investment and includes only four components:

- **Defect Management**
  Report incidents related to the malfunction of licensed programs. Defect incidents reported will be managed in the DS Support Tool.

- **Maintenance Escalation Procedure**
  If severe incidents are found with the licensed programs, the case will be escalated to accelerate its certification and solution, according to the CRITSIT process defined by Dassault Systemes. CRITSIT is defined as "You are unable to use the Licensed Program and have severe/critical impacts on operations, and no Workaround exists." CRITSITs will be managed in the DS Support Tool.

- **Self-Support Web Tools**
  Access online support services and use a wide variety of support tools. This Online service is available 24 hours a day, 7 days a week.

- **On-Demand Media Download**
  Download the installation images of the latest Releases or maintenance patches (Service Pack and HotFix) of the licensed programs.

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In addition to the SECURE package included by Dassault Systemes, VIAS3D will provide our clients with Level 1 Support that integrates what is offered in the SECURE package, plus additional benefits that will help companies to further maximize their investment made. when purchasing Dassault Systemes products.

The scope of Level 1 Support is described below, which has the following characteristics and benefits:

- **Support Services through the VIAS3D Support Tool**
  The license holder (Licensee) may contact VIAS3D to obtain support services for the licensed programs. Support services may be provided only if the annual maintenance fee (ALC, ASC) or rental term (QLC, QSC, YLC, YSC) is current, i.e. "active on support".

Customers can create Service Requests (SRs) when encountering specific issues, problems, or incidents related to Dassault Systèmes software or services. Customers may submit Service Requests (SRs) related to any release identified as supported by DS in accordance with its then current support life cycle policy available at www.3ds.com/support. These requests are promptly addressed by our skilled support team who investigates and provides appropriate solutions, corrections, or workarounds to mitigate the reported problems.

- **Defect Management & Maintenance Escalation Procedure**
  If the licensee detects a malfunction or encounters a severe incident with the licensed program, VIAS3D will be the primary point of contact to collect, qualify and manage incident reports for the programs. VIAS3D is responsible for directing the incident and error report to Dassault Systemes.

- **Self-Support Web Tools**
  Dassault Systemes offers a wealth of online resources to facilitate self-directed learning and provide additional software information. These resources include technical documentation, knowledge bases, user forums, Support Portal, user manuals, online documentation, and video tutorials, all available around the clock. They empower users to troubleshoot issues and answers to common questions independently. The Dassault Systemes Self-Support tools require login access which VIAS3D can provide to your users. Visit the 3DS Support Page for more information.

  Here are some additional self-support tools for your easy reference:
  - **New Customer Onboarding**
  - **Users Communities**
  - **Software Documentation**
  - **Software Downloads**
  - **Knowledge Base**
  - **VIAS3D YouTube** (no login needed)

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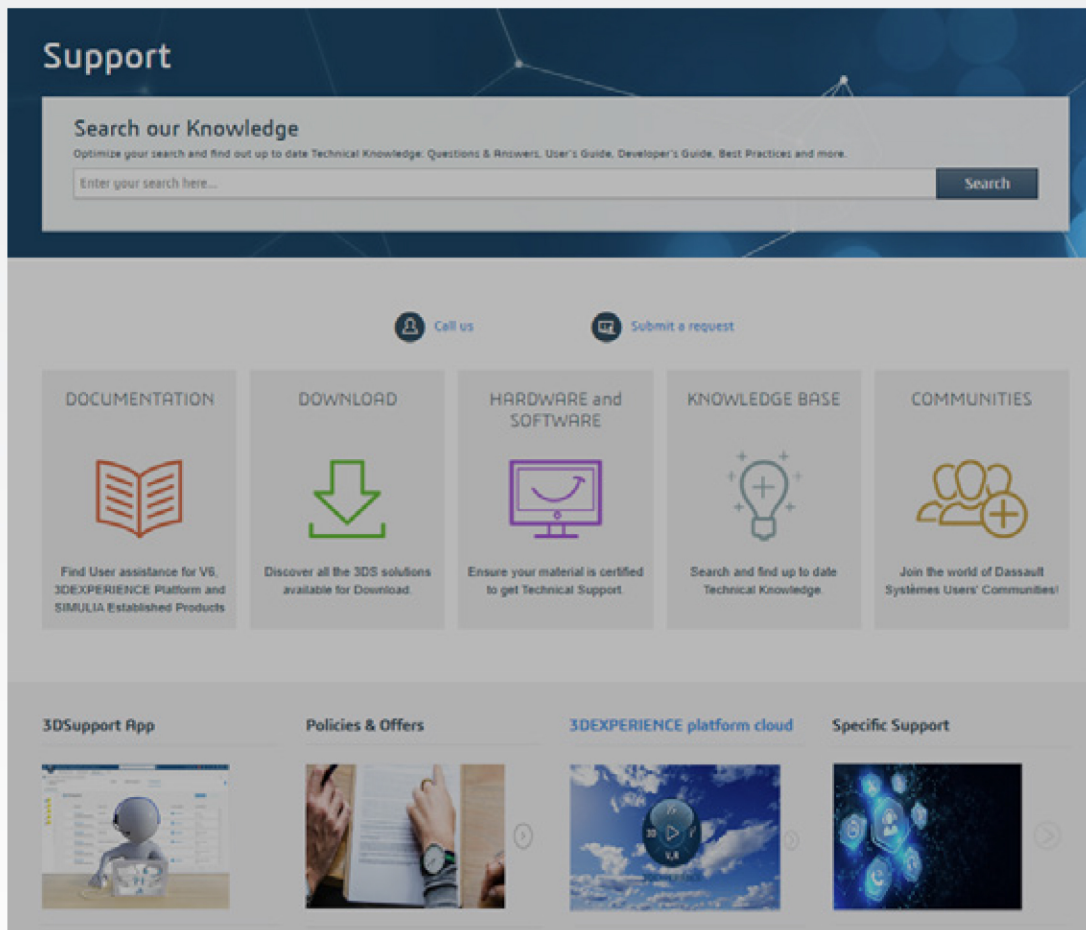
How to Get Support

VIAS3D Support Portal
Access the VIAS3D Support Portal to create a support request, review open or past support requests, and access helpful knowledgebase articles.

Phone and Email Support
For immediate assistance, customers can reach also out to our support team via telephone at 832.301.0881 (for US/Canada) or 52-55-9225-4222 (for Mexico) or email us at Support@vias3d.com for guidance on technical issues or product-specific queries.

- Access to the Help Desk team during office hours: 9 am to 5 pm Central Time (no daylight savings time in Mexico), weekdays, not including Holidays.
- Response time (based on office hours):

Urgency Level	Initial Response Time
Urgent	2 business hours
High	4 business hours
Medium	8 business hours
Low	12 business hours

www.vias3d.com/support/

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What is covered under the Dassault Systemes Support Level Agreement (SLA)

Customers may submit Service Requests (SRs) to VIAS3D related to any release identified as supported by DS for assistance including:

- Standard installation support (default configuration will be installed) and support with licensing questions and issues.
  - The installation of a single "release" or software version is considered. Installation of multiple releases are not included. This is limited to a single user desktop application. Server-based software requires separate (paid) installation and configuration services.
  - Support in the installation and configuration of licenses (Nodelocked or Concurrent/Floating)
  - The number of installations to be performed must be equal to the number of licenses purchased (1 license purchased = 1 product installation)
  - Additional installations required will have an additional cost.
- Collecting, qualifying, and managing incidents by phone, email, and SR submittal, confirming whether submittals are Defect or non-Defect, and forwarding Defect incidents to DS.
- Delivering or otherwise making available applicable Maintenance Deliveries and Releases to customers when available.
- Assisting customers in entering users in the DS Support Tool to access DS Support Services. Assisting customers with CRITSIT requests by determining CRITSIT validity under DS policy and providing information in support of the customer to DS.
- Assistance in searching applicable knowledge database (KB) for the supported Licensed Programs.
- Assisting with License Transfer: In the event of a hardware change or the end of life of an existing license server, licenses will be transferred to the required server following a proper documentation process.
- Licensed Programs information, including information on interactive functions and Releases, methodology, user optimization, and technical tips.
- Documentation support: Assistance in finding answers to questions by using Licensed Programs standard documentation.

What is NOT Covered under the Dassault Systemes Support Level Agreement:

- Installation support does not apply to 3DEXPERIENCE, V6, Enovia, or NoMagic solutions. For installation services of these products, please contact your sales executive for the corresponding quote.
- Non-standard installations or installations in an unsupported environment.
- Reinstallation of product due to workstation failures such as reinstallation of the operating system due to virus infection, Windows update or hardware damage.
- Installation of additional stations to the number of licenses purchased.
- The free installation does not include any customization, modification to the software, multiple Releases/versions, or the configuration of specific environments of any OEM (e.g. Ford, Honda, Chrysler).
- 3D modeling, Engineering, or consulting services, including extensive (at the discretion of the support engineer) simulation/model revision, such as Convergence issues and Contact problems.

- Training on DS offerings.
  - The client must have their staff properly trained in the use of the software's functionalities.
  - On the Job Training (OJT)
- Translation and/or conversion of files.
- Support regarding a customized version of any DS Offering.
- Development of new DS Offerings or in-depth methodologies (e.g. detailed API Consulting)
- Enhancement Requests, although VIAS will provide helpful tools to the customer to assist them in submitting Enhancement Requests to DS.
- Information about future DS Offerings Releases.
- Software migration services (e.g. migration from one software version to another such as NoMagic and Teamwork Cloud)
- Subroutine, C++, Fortran, or other libraries or script (e.g. Python) debugging and/or modification.
- Any issues related to the customer's hardware with regard to non-certified configuration for VDI (for example, issues with an unsupported Virtual Machine configuration) or if any components are not listed as verified/qualified per Hardware & Software Certification - Dassault Systèmes® (e.g. For example, issues with Abaqus performance due to an unsupported GPU card.)
- Any issues related to the customer's OS if this is not listed as verified/qualified per the Program Directories (For example, a Licensed Program installed in an unsupported OS is experiencing DLL errors or missing libraries.)
- Any issues related to HPC cluster performance or incompatibility with the Licensed Programs.
- Recovery of a database.

We are steadfast in our commitment to helping our customers succeed, and we stand ready to support you at every stage. Please do not hesitate to contact us with any questions or concerns about our support policy.

Customer License and Online Services Agreement (CLOSA)

The following information are excerpts from the CLOSA V13.1.1 that all customers agree to when they sign the End User Order Form that is included when purchasing Dassault Systemes products.

3. Support Services

Support Services for 3DS Offerings are provided in accordance with the applicable Support Services policy posted in the 3DS Website Terms and include support request management and, in the case of Licensed Programs, Releases made available during the Support Services term. Support Services policies are subject to change; but any change shall not take effect for Customer until Customer's next renewal of Support Services. Unless otherwise requested by Customer or terminated in accordance with this Agreement, Support Services shall automatically renew on an annual basis subject to the then-current Support Services policies.

4. Delivery and Payment

4.1. **Delivery.** 3DS Offerings will be delivered and/or made available to Customer electronically. Electronic delivery will be made by providing Customer with the necessary information to access the Online Services and/or download the Licensed Programs. Customer is responsible for accessing 3DS's website and downloading the Licensed Programs. Licensed Programs requiring physical delivery will be delivered by 3DS FCA (Incoterms 2020) 3DS's premises as designated by 3DS.

4.2. **Payment**

4.2.1.   Payment Terms. Customer shall pay the fees applicable to each 3DS Offering and Support Services at the price identified in the applicable Transaction Document (or similar document between Customer and Distributor, if ordered through a Distributor). Unless otherwise agreed to in a Transaction Document, (i) all fees will be invoiced in advance, and (ii) Customer shall pay invoices in accordance with the Country Specific Terms. 3DS shall be entitled to suspend the provision of any Support Services and/or Online Services for which payment has not been made.

To avoid Customer having multiple renewal dates, the parties may elect to set a common renewal date with respect to any 3DS Offering or Support Services with different renewal dates, and 3DS will prorate the fees due as applicable so there is no duplication of fees.

Customer may elect to submit payment for certain 3DS Offerings online. In such a case, Customer will be notified by e-mail of upcoming renewals for those 3DS Offerings that are subject to automatic renewal. Renewal fees will be debited from Customer's account no earlier than seven (7) days prior to the renewal date. Once debited, the renewal shall be deemed accepted by Customer and cannot be canceled or withdrawn. Should such debit be rejected, 3DS shall be entitled to terminate the applicable 3DS Offering as of the renewal date.

4.2.2.   Renewal Pricing. The price for renewal of fixed term Licensed Program and/or Support Services for any given period is the price of the previous period, plus the last percentage of increase applicable to the Licensed Program in the applicable country, as published at least ninety (90) days prior to the renewal date. If applicable, current price increase terms and conditions can be found in the 3DS Website Terms.
The price for renewal of fixed term Online Services and/or associated Support Services shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period to the fees charged to Customer for the prior period.

4.2.3.   Late Payments. Customer shall pay interest and collection fees on late payments at the rate identified in the Country Specific Terms.

4.2.4.   Billing/Payment Agents. 3DS may agree that Customer may designate a third-party billing agent to be the recipient of 3DS invoices related to the 3DS Offerings and Support Services ordered under a Transaction Document. Such billing agent will make the applicable payments as specified in the Transaction Document directly to 3DS acting in the name of and on behalf of Customer. Customer shall remain liable to 3DS for all payment obligations hereunder in the event such billing agent fails to make such payments when due. Customer shall perform any obligation which could be created by or related to designation of a billing agent. No express or implied license to the 3DS Offerings is granted to the billing agent hereunder.

4.2.5.   Taxes. All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes as more fully identified in the Country Specific Terms, and for any and all taxes due in relation to the transfer or usage of a 3DS Offering.

6.   Warranty

6.1.   Licensed Program Warranty. 3DS warrants for ninety (90) days from the initial delivery of each Licensed Program that such Licensed Program will materially conform to its Documentation when used in the specified operating environment. If the Licensed Program does not so conform, and Customer has notified 3DS within this warranty period, 3DS will use commercially reasonable efforts to make it conform as warranted. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate the license to the non-conforming Licensed Program within thirty (30) days and receive a full refund of all fees paid for such non-conforming Licensed Program. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

6.2.   Online Services Warranty. 3DS warrants, for the subscription term of each Online Services offering, that such Online Services will perform materially in accordance with its Documentation when accessed and used in accordance with terms and conditions of this Agreement. Customer shall provide 3DS with prompt notice of any claim under the warranty set forth above and, if applicable, provide 3DS with reasonable assistance required for 3DS to identify and repair such material non-conformance of the Online Services. Customer's sole and exclusive remedy for a breach of this warranty shall be that 3DS shall be required to use commercially reasonable efforts to make conform as warranted any non-conforming Online Services. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate its right to access and use the non-conforming Online Services by providing written notice to 3DS within thirty (30) days and receive a pro-rata refund of prepaid subscription fees paid for the non-conforming Online Services covering the remainder of the term of such non-conforming Online Services after the effective date of termination. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

6.3.   Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS FOR 3DS OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

3DS DISCLAIMS ALL LIABILITY FOR ANY USE OR APPLICATION OF ANY 3DS OFFERING OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE 3DS OFFERING. 3DS DOES NOT WARRANT THAT (I) THE FUNCTIONS OF ANY 3DS OFFERING WILL MEET CUSTOMER'S REQUIREMENTS OR WILL ENABLE IT TO ATTAIN THE OBJECTIVES CUSTOMER HAS SET FOR ITSELF, (II) THE 3DS OFFERING WILL OPERATE IN THE COMBINATION OR ENVIRONMENT SELECTED FOR USE BY CUSTOMER, OR (III) THE OPERATION OF THE 3DS OFFERING WILL BE UNINTERRUPTED OR FREE OF ERRORS. IN ALL INSTANCES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE RESULTS PRODUCED BY THE 3DS OFFERING COMPLY WITH QUALITY AND SAFETY REQUIREMENTS OF CUSTOMER'S PRODUCTS OR SERVICES. NO EMPLOYEE OR AGENT OF 3DS IS AUTHORIZED TO GIVE A GREATER OR DIFFERENT WARRANTY. CUSTOMER SHALL HAVE EXCLUSIVE RESPONSIBILITY FOR (A) SELECTION OF THE 3DS OFFERING TO ACHIEVE CUSTOMER'S INTENDED RESULTS, (B) INSTALLATION OF THE LICENSED PROGRAM, (C) TAKING ADEQUATE MEASURES TO PROPERLY TEST, OPERATE, AND USE EACH 3DS OFFERING, AND (D) RESULTS OBTAINED THEREFROM.

3DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases and digital models provided or published via the 3DS Offerings.

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13. Software Compliance

13.1. **Unauthorized Use Detection.** 3DS Group companies employ measures to eliminate unauthorized use of 3DS software. 3DS software may include a security mechanism that can detect the installation or use of illicit copies of 3DS software and that is able to collect and transmit data about such illicit copies only. Data collected by such mechanism will not include any data created by Customer with the 3DS software. Customer consents to such detection and collection of data, as well as its transmission to and use by 3DS.

Further, 3DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any 3DS Offering. Customer shall not take steps to tamper with, circumvent, or disable any such measure.

13.2. **Compliance Verification.** In order to verify Customer's compliance with this Agreement, Customer shall maintain accurate records sufficient to confirm Customer's compliance with this Agreement and the license provisions hereunder. Customer shall provide 3DS with access to such records within three (3) business days from such request. 3DS may also conduct an audit (i) on Customer's premises, or on the premises where 3DS Offerings are installed, during normal business hours, in a manner that minimizes disruption to Customer's business, or (ii) for Online Services on Customer Data, to verify that its use of the 3DS products is compliant with the terms of a valid agreement. Customer shall provide 3DS with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records within two (2) business days from 3DS's request. 3DS may appoint a third party to conduct any such verification and such party shall have access to the records, premises and machines as detailed above. If the audit reveals unauthorized use of any 3DS Offering, Customer shall promptly pay 3DS any amount owed as a result of such unauthorized use at the then-current list price. If such unauthorized use is five percent (5%) or greater of Customer's authorized use for the applicable 3DS Offering, then in addition to Customer paying the applicable fees, Customer shall reimburse 3DS for the cost of such audit. By invoking the rights and procedures described above, 3DS does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

How else can VIAS3D Help?

For those instances when your needs fall outside of the standard Support Level Agreement, VIAS3D offers Training programs for structured learning experiences, Consulting, Development and Implementation services for expert guidance, and Learning Resources for self-directed learning at an additional cost. Each option serves a different purpose and can be utilized based on the specific needs of the user or organization.

Consultation Services:
- Business Consulting
- Implementation Support
- Custom Development
- Onsite Support

Visit https://www.vias3d.com/services/ to learn more.

Training Services:
We offer various training options, including in-person courses, online courses, and custom training programs. Visit our website to learn more: https://www.vias3d.com/training/