

Service Level Agreement

(Standard Version)

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I- Preamble

1 - Definitions

All undefined, capitalized words in the present document are defined in the End User License Agreement (EULA).

“Agreement”: refers to the present Service Level Agreement (SLA).

“Current Release”: refers to the latest Release communicated or delivered to Licensees.

“Incident”: refers to any unplanned interruption, malfunction or reduction in the quality of the Software Product’s regular functioning, which originates solely from the Software Product. Substantial non-conformance with the Documentation can also be determined an “Incident”.

“Skilled User”: refers to a user who participated successfully to an advanced training course or comparable qualification and regularly attends update events.

“Key User”: refers to a Skilled User authorized by Licensee to submit Incident reports

“Problem”: refers to a Licensee’s question, need for information or Incident, recorded by Licensor Local Representation or the latter’s agent.

“Release”: refers to each full commercial version of the Software Product that is an enhancement of the previous version (Release) of the same Software Product.

“Response”: designates the initial response from Licensor Local Representation or the latter’s agent to an Incident reported by Licensee, which may confirm receipt of a Support Request or answer to an Incident including the nature or cause of that Incident.

“Resolution”: refers to the final stage of an Incident which may include delivery of a Workaround or installation of a Software Maintenance solution that resolves a Problem or, if no previous solution applies, despite reasonable effort, Licensee shall receive an explanation upon request. An Incident to which a final Resolution was applied is referred to as “Closed”.

“Software Maintenance”: is the modification of a Software Product so as to correct an Incident, to adjust or correct performance or other attributes.

“Stakeholder”: is an entity taking part, at some point and to some extent, in the processes described in the present Service Level Agreement.

“Technical Support”: is to provide Skilled Users a basic understanding of how to use the Software Product, when experiencing Problems or Incidents. It does not include training, customization, or other support services and does not apply to questions solely concerning operating systems, hardware or any other program(s) operating on Licensee’s hardware.

“Technical Assistance”: is to provide Skilled Users additional, more advanced consulting and engineering support, when experiencing specific challenges during regular use of the Software Product, such as business process customization, setting mesh or model parameters, or modifying constructed models.

“Workaround”: is a technique or information that reduces adverse effects of Incidents on the operation of the Software Product. It may not entirely restore the Software Product to the level of substantial conformity to its Documentation.

2 - General Scope and Objectives

1 Scope

This Agreement represents a Service Level Agreement between Licensee and Licensor (ESI Local Representation acting on its behalf) to provide support and maintenance services for the Software Product.

Licensor will designate, in the case where the License concerning the Software Product is granted for several countries, the closest, competent ESI Local representation and communicate (if not already done in a previous commercial offer) to Licensee the related name(s), address(es) and contact(s).

Supporting and sustaining the Software Product does not include training, customization or Technical Assistance to address specific challenges that Licensee may experience. Additional services, such as any business process customization or help provided in model construction or modification, shall be considered supplementary Technical Assistance and will require separate business arrangement with the Licensee.

Supporting and sustaining the Software product does not include answering questions related solely to the operating systems, hardware or any other programs operating on Licensee's hardware.

2 Stakeholders

Licensor or Licensor local representation and Licensee(s) are the **primary Stakeholders** associated with the present Agreement. In case of a wide area network (WAN) license, several Licensor local representatives may be involved, depending on the scope of the contract.

There may be **secondary Stakeholders** associated with this SLA since:

- Licensor is a holding company with affiliates across the world specialized in different domains.
- The developers of the Software Product may work for affiliates of Licensor or for third parties whose products are published by Licensor.

An exhaustive list of persons involved in a relevant Incident may be obtained from Licensor upon written request.

3 Objectives

The objectives of the Agreement are to:

- Provide clear reference to service repartition, accountability, roles and responsibilities.
- Present a clear, concise and measurable description of services provided to Licensee.

II- Obligations

1 - Licensee

Licensee's obligations include:

- Paying at agreed intervals all fees related to services covered in the present SLA, unless such fees were already included in the license fees.
 - o Where Licensee has been granted several copies of the same Software Product, services are subject to payment of the related fees for all copies.
- Transmitting a list to Licensor Local Representation of all designated Key User(s) before or at the latest upon delivery of the License keys and subsequent updates, when applicable, as soon as any change occurs.
- Assuring reasonable availability of the above-mentioned Key User(s) when resolving a Problem.
- Assuring that all Key User(s) requesting Technical Support are Skilled Users. Licensor Local Representation or Licensor may refuse Technical Support for non-Skilled Users, unless the time spent is charged as supplementary Technical Assistance.
- Reporting all Incidents found in the Software to Licensor via Licensor Local Representation.

2 - Licensor Local Representation

Licensor Local Representation's obligations include:

- Defining the entry point and clearly informing Licensee in writing, before or at the latest upon delivery of the License keys; entry point shall be identified by its corresponding email.
- Meeting Response times associated with the Severity Level of any Incidents and, if necessary, informing Licensee as soon as possible of signs of potential delay in either response or resolution of incident.
- Delivery of a Workaround, if it exists, that would reduce the adverse effects of a related Incident.
- Appropriate notification of Licensee for each scheduled Software Product Release and planned Software Product Maintenance on ESI's client portal. All information related to ESI's client portal will be delivered at the latest upon delivery of the License keys.

The above commitments are obligations of means whenever they are bound as such to the conditions of service (examples: holidays or any unplanned absence of a specialist).

3 - Licensor

Licensor's obligations (including secondary Stakeholders) include:

- Meeting Resolution times associated with the Severity Level of any Incidents and, if necessary, informing Licensor Local Representation as soon as possible of signs of potential delay.
- Deliver a Workaround, if it exists, that would reduce the adverse effects of an Incident.

The above commitments are obligations of means, not obligations of results, and are bound as such to the conditions of service (examples: holidays or any unplanned absence of a specialist).

4 - Confidentiality

Should Licensee communicate proprietary information to obtain support services, Licensor Local Representation or Licensor hereby agree that any data communicated by Licensee and expressly mentioned in writing as being confidential, shall be considered strictly confidential and treated with the same degree of care, as Licensor Local Representation or Licensor would do with its own confidential information.

Licensor Local Representation or Licensor shall only communicate those data to employees within its group that have a real and strict need to know and have signed non-disclosure agreements, i.e., the holding company "ESI Group", its affiliates or third party developers working on behalf of the group and developers and/or technicians required to fix computing problems.

The confidentiality obligation is subscribed for five (5) years counting from the communication of said data, with the following exceptions:

- Data and/or information that falls in the public domain or is freely available through no fault of the Licensor;
- Data and/or information for which Licensor can document as having already been known and/or communicated with no prior confidentiality obligation.

III- Service Details

1 - Scope

This section outlines the parameters of all services covered as understood and agreed upon by the primary Stakeholders. It does not preclude further enhancements of such services.

1.1 Maintenance services included and excluded

The following services, more fully described herein, are INCLUDED in the present Agreement:

- Hot-Line services;
- Software Product Maintenance services;
- General Installation Support services.

The following services are expressly EXCLUDED from the scope of this Agreement:

- Assistance to Licensee on any business process customization;
- Assistance to Licensee consisting in consulting engineering projects, including and not limited to model creation or modification, interpretation of the results of the analysis;
- Assistance to Licensee concerning its own user subroutines after determining the Incident source;
- Assistance to Licensee's independent use of 3rd party products, including operating systems;
- Assistance to Licensee related to License Management services;
- Assistance to Licensee related to installation on High Performance Computer and related to network configurations.

1.2 Duration

This Agreement remains valid until expired, terminated or, should the case occur, superseded by a revised agreement mutually authorized in writing by the primary Stakeholders.

The Agreement shall expire after the following duration schedules, according to License type, and in consideration of additional specific agreements between the parties without prejudice:

- The initial period of a Paid Up License, being mentioned that the maintenance may thereafter be renewed annually subject to the regular payment of maintenance fees;
- The duration of the EULA (End User License Agreement) in case of a yearly renewable license.

The Agreement shall be automatically terminated or shall expire automatically if the related EULA is terminated for any reason or if said EULA expires.

Notwithstanding any other provisions, both support and maintenance may be terminated by the Licensor should the Software Product be discontinued. Prior notification shall be given at least one (1) year before such termination. In such a case, Licensee may enter into a commercial discussion with Licensor to determine the conditions under which the Licensor may provide support and maintenance services for the Software Product and under which the Licensee may use the latter should a mutual agreement be reached.

1.3 Determination of Incident

Licensor reserves the right to decide a) what constitutes an Incident, and b) whether or not a determined Incident lies within the scope of the present Agreement and, according to the criteria described above, would require correction.

Licensor will therefore analyze each submitted Problem and, if considered an Incident, will make all modifications deemed necessary to assure the correct functioning of the Software Product. Licensor and Licensee will decide together if a determined Incident will be corrected quickly by a case-specific modification within a limited timeframe or corrected through a planned future Release of the Software Product.

Licensor expressly reserves ALL rights to correct errors in the Software Product and consequently, Licensee agrees that it is prohibited from making any correction or modification of the Software Product.

2 - Service Management

The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

2.1 Software Product Maintenance services

Licensor through Licensor Local Representation should deliver to Licensee only Maintenance services for the Software Product current Release and not for the Software Product previous Releases.

2.2 Updates and upgrades

Contingent upon payment of all maintenance fees due for the relevant Software Product, Licensee will be entitled to receive updates (and relevant Documentation) that the Licensor releases, as follows:

Licensee will be provided with all updates (and associated Documentation) without charge, as soon as the release is available on the market.

Updates will only be provided for the agreed hardware configuration.

Maintenance does not entitle Licensee to Software Product upgrades. An upgrade is defined as a completely new Release of the Software Product with new functions and a separate designation in Licensor's product catalogue and price list.

Licensor through Licensor Local Representation should deliver Software Maintenance or Workarounds for any discovered Incident in the licensed Software Product on a timely basis, given the nature, scope and severity of the Incident.

3 - Support services

3.1 Matter

Licensor Local Representation shall provide all support services that are the object of the present Agreement. Licensor Local Representation shall also deliver in writing to Licensee the email address to contact (hereafter "entry point"), before or, at the latest, upon delivery of the License keys necessary to activate the Software Product. The entry point will be staffed by knowledgeable employees capable of providing Licensee with support services for the licensed Software Product and its Documentation.

At any time, Licensee can access or request access to Licensor's web-based customer portal.

3.2 Means

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Email support: Monitored during work days from 9:00 A.M. to 5:00 P.M. Monday – Friday (local time of Licensee’s respective Licensor Local Representation).
- Emails received outside office hours will be collected, however no action can be guaranteed until the next working day.
- Licensor Local Representation makes no representation and accepts no liability concerning the continuity of service or uninterrupted functioning of Internet networks or electric/email providers.

Support service’s entry point will coordinate Problem Resolution and inform Licensee about the progress and steps taken to solve any Problem until final Resolution.

3.3 Classification

Licensor, through Licensor Local Representation, will inform Key User based on the Severity Levels defined in the following table:

Severity Level	Classification
Severity Level 4^{1*}: Fatal	An Incident (a) severely impacting use of the Software Product in a production environment, (b) demonstrating total failure of the Software Product (impossible to install or access the Software Product or impossible to access one or more key functionalities), and (c) where the situation halts Licensee’s Software Product related business operations and no Workaround yet exists.
Severity Level 3: Major	An Incident (a) where the Software Product is functioning but its use in a production environment is substantially reduced and (b) where the situation is causing a high impact to portions of Licensee’s Software Product related business operations and no Workaround yet exists.
Severity Level 2: Moderate	An Incident (a) where at least one Software Product’s functionality does not operate or is not robust but where a Workaround exists and the majority of Software Product functions are still useable, (b) Minor function/feature failure that Licensee can easily circumvent or avoid, (c) Licensee's work has minor loss of operational functionality in Licensee’s Software Product related business operations.
Severity Level 1: Minor	A minor Incident having no impact on (a) Software Product usage, (b) Licensee's Software Product related business operations or (c) the performance or functionality of Licensee’s system.

^{1*}After Licensee registers or submits a Level 4 Problem to support services, Licensor Local Representation or Licensor will examine all evidence provided by Licensee concerning the failure, further evaluate the severity of the impact on Licensee’s business operations and might downgrade the severity to a lower level, particularly if a Workaround exists.

3.4 Reporting

The procedure for reporting, tracking, diagnosing and responding to Problems raised by Licensee is as follows:

- Key User(s) of Licensee should contact Licensor Local Representation through the communication channel given to Licensee by Licensor Local Representation (entry point, e-mail address and working hours as defined in 3.1 above). Key User should explain the Problem as precisely as possible with the appropriate data that can illustrate the Problem.
 - o Confidentiality: the present SLA contains clauses protecting the data disclosed for support services.
- Upon receipt of the Problem, Licensor Local Representation (so named as Support Level 1) should:
 - o Confirm receipt of the Problem.
 - o Provide a ticket number referenced in all communication related to the registered Problem.
 - o Check the ticket and actual existence of the Problem.
- Upon acceptance by Licensor Local Representation, the latter should:
 - o Classify the Problem as an Incident.
 - o Collect and consider any Key User opinions, including estimated Severity Level.
 - o Determine the Incident's final Severity Level.
 - o Provide Licensee with any existing Resolution or transfer the ticket to Licensor.
- Upon receipt of the ticket, Licensor (so named as Support Level 2) should:
 - o Inform Licensee (directly or via the Licensor Legal Representation) about any existing Resolution.
 - o Confirm or change the Incident's Severity Level, notifying Key User of said change, in the case where Key User has indicated a Severity Level.
 - o Transfer the ticket to the appropriate persons (possibly a secondary Stakeholder).

The ticket and related Incident or Problem will be considered "Closed" (i.e. granted its Resolution) in the following cases:

- A Resolution has been communicated by either Licensor or Licensor Local Representation to Licensee which actually solved the Incident or Problem.
- Key User does not answer the questions of Licensor Local Representation or Licensor within 30 days.
- Licensee refuses to implement the steps suggested to troubleshoot or overcome the Incident.

3.5 Resolution

Licensor Local Representation and Licensor pledge to act diligently and make their best efforts to respond to accepted Incidents submitted by Licensee's Key User(s) before the *maximum* time limits indicated below:

Severity Level	First Response time	First Problem Resolution time	Problem Resolution time
Severity Level 4: Fatal	2 business day max*	5 business days max*	Software Maintenance to be delivered within 6 months maximum (with an objective of 3 months)
Severity Level 3: Major	2 business day max*	10 business days max*	Next Release within 12 months maximum (with an objective of 6 months)
Severity Level 2: Moderate	3 business days max*	As soon as possible	A Future Release
Severity Level 1: Minor	3 business days max*	As soon as possible	A Future Release

* Licensee will be informed should one additional day be necessary due to difference in time zones between Licensor Local Representation and Licensor.

To be noted:

- All Licensee submissions are considered Problems until classified as an Incident and consequently attributed a final Severity Level that triggers the countdown on the above time schedules.
- As a reminder, the commitment towards the timely Resolution of Incidents or Problems is an obligation of means and is bound as such to the conditions of service (examples: holidays or any unplanned absence of a specialist).

- ❖ **First Response time** is the time taken by Licensor Local Representation to (a) confirm that the Problem was accepted as an Incident and (b) to determine its final Severity Level, provided that Licensee has given all information needed to analyze the Problem. Licensor Local Representation will answer in the time frame corresponding to the results of its own qualification of the Severity Level. If more time is required, Licensee will be informed immediately
- ❖ **First Problem Resolution time** is the time taken by Licensor Local Representation from the First Response time to provide Licensee a Resolution to the Problem, or for Level 3 or 4 the time to confirm the origin of the Problem, provide if applicable a Workaround and record the appropriate corrective action for the next Software Maintenance or Release in collaboration with Licensor.
- ❖ **Problem Resolution time** is the time taken by Licensor Local Representation, in collaboration with Licensor, to provide Licensee a permanent solution.

If Licensee's Key User is not available to engage in the effort to solve the Problem or Incident, Licensor Local Representation or Licensor may lengthen above delays.