CENIT NORTH AMERICA INC. TERMS AND CONDITIONS FOR THE APPLICATION SUPPORT OF DASSAULT SYSTÈMES SOFTWARE PRODUCTS

1. Scope of Services

1.1 Application Web-Support

CENIT customers who have a valid end user license agreement ("EULA") with CENIT and Dassault Systèmes are entitled to receive cost-free application web support for installed products of the solutions CATIA, DELMIA, 3D Live, ENOVIA/SMARTEAM and 3D VIA Composer. The number of support calls is unlimited.

1.2 Online Support

Customers can contact the CENIT Support Center 24 hours a day at

http://support.cenit.de

or via email to

mailto:onine-support@cenit.de

Tickets will be processed during CENIT's business hours, Monday to Friday from 9:00 am to 4:00 pm Eastern Time on normal working days (Monday through Friday, not including state and federal holidays). For each problem notification ("call"), the customer receives a unique ticket number. Only one problem can be reported per call. All calls receive standard priority and are processed within a reaction time of 6 hours. For calls received outside the above stated business hours, the reaction time begins on the following business day. Certain complex problems may be solved more quickly and efficiently by way of on-site service. Such on-site services are offered separately and arranged individually with the customer; they are subject to cost (see 1.3 below).

1.3 Exceptions

Services such as installation of software, data conversion, extensive research activities, modifications to systems or environments, questions regarding methodologies or model structures, questions regarding infrastructure or installation, as well as support for other products are not covered by these Terms and Conditions and must be arranged via a separate service agreement. CENIT assumes that the customer has received user-side training for the modules in operation and has gained some practical experience in using the respective application. User training by the CENIT Support Center is not covered by these Terms and Conditions. CENIT reserves the right not to respond to frequently recurring questions that arise from a lack of training, and to instead offer to provide training subject to cost.

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1.4 Naming of Contact Persons

The customer names two contact persons per customer location; only these named contact persons are authorized to open calls at CENIT. Communications regarding reported problems will be made exclusively with these contact persons.

2. Fees

The above services are provided free of charge to customers who possess a valid license agreement ("EULA") with CENIT and Dassault Systèmes.

3. Duration and Termination

Customers are entitled to receive application support for terminals and modules during the period for which they have a valid EULA with CENIT and Dassault Systèmes. In the event of a termination of the EULA with CENIT and Dassault Systèmes, the right to receive applications support shall be terminated likewise; no separate termination is required. Any divergent agreement must be in written from. In case of delayed payments of the annual license charge ("ALC"), CENIT is entitled to suspend support services.

These terms and conditions are subject to the CENIT Terms and Conditions for Deliveries and Services of which the latest version can be found at www.cenit.us. CENIT reserves the right to amend the Terms and Conditions for Deliveries and Services.