

CENIT AG Systemhaus General Terms and Conditions for Applications Support for Dassault Systèmes Products

1. Scope of Services

1.1. Applications Support

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

1.2. Phone and Online Support

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

<http://support.cenit.de>

(for further information on online access, see annex "CENIT goes Internet")
or via email to

<mailto:online-support@cenit.de>

or by fax to the number

(0711) 782544 - 4222

In addition, CENIT can be contacted directly by phone at any time from Monday to Friday from 8:00 a.m. to 6:00 p.m. at

(0711) 7825 – 3222

(except on nation-wide bank holidays in Germany). The usual communications options such as ISDN, ODETTE, internet, email and conferencing are available for efficient online communication. For each problem notification (call), the customer receives a unique process number. Only one problem can be reported per call. All calls receive standard priority and are processed within a reaction time of 4 hours. For calls received outside the above support times, the reaction time begins on the following support 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 below 1.3).

1.3. Exceptions

Services such as installation of software, data conversion, extensive research activities, modifications to systems or environments, CATIA model analyses, 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.

1.4. Naming of Contact Persons

The customer names two contact persons per customer location; these alone are authorized to make calls to the CENIT Hotline. Communications regarding reported problems will be made exclusively with these contact persons.

2. Remuneration

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

3. Duration and Termination

Customers are entitled to receive applications support for terminals and modules during the period for which they have concluded 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 likewise terminated; no separate termination is required. Any divergent agreement must be in written form.

These terms and conditions are subject to the CENIT Terms and Conditions for Deliveries and Services (www.cenit.de/agbs).

CENIT reserves the right to amend the Terms and Conditions for Deliveries and Services.