

CUSTOMER SUPPORT SERVICES POLICIES FOR NO MAGIC LICENSED PROGRAMS

1. At a Glance

These Support Policies describe the Support Services applicable to NO MAGIC Licensed Programs ordered by Customer pursuant to the Agreement. NO MAGIC will provide Support Services according to the terms of the Agreement, subject to Customer being current with the payment of all applicable charges.

2. Definitions

Agreement means the agreement pursuant to which Customer ordered Licensed Programs and associated Support Services.

Case means any question (Defect or Non-Defect) encountered with use of any Licensed Programs.

Correction means a solution provided to Customers through the change of software or documentation and delivered through a new Release, a Documentation amendment or Maintenance Delivery as applicable.

Customer means any legal entity, which has ordered Licensed Programs and associated Support Services pursuant to an Agreement, also designated as "Licensee".

Defect (or "Error") means a material malfunction in the performance of any Licensed Program, as performance is described in its Documentation, and which is reported in accordance with the applicable Support Policies and reproducible by NO MAGIC.

Documentation means, at any time, the current user documentation in any form or media as made available by NO MAGIC for use in connection with Licensed Programs.

NO MAGIC means No Magic, Inc. which has entered in the Agreement with Customer.

Initial Response Time means the amount of time elapsed between the initial Service Request submitted by Customer to the NO MAGIC Support Team, or to Service Provider as applicable, and the initial response to Customer by the NO MAGIC Support Team (or the Service Provider as applicable), in connection with such Service Request. It corresponds to the first feedback to a Customer with the first steps of troubleshooting and Case determination.

Licensed Program means (i) any data processing program for which a license is ordered by and provided to Customer pursuant to a Transaction Document consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) corrective patches and (iv) Releases to which Customer is entitled. A Licensed Program does not include new versions of a Licensed Program including any successor product which significantly differs in architecture, user interface or mode of delivery. When a Licensed Program is provided as part of an online service, Customer will have to refer to the Support Services for Online Services available at www.3ds.com/terms/support-policies/.

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

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

Service Provider means a third party to which NO MAGIC delegates the first level of the Support Services

Support Policies means this document.

Support Services means the range of services by which NO MAGIC and/or a Service Provider provides assistance to Customers, as defined in these Support Policies.

Transaction Document means the form (which may be online) referencing this Agreement signed or otherwise accepted by Customer and accepted by No Magic that identifies the No Magic Offering and/or Support Services ordered by Customer, the quantities thereof, fees payable.

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 Programs.

Defined terms can be used in a singular or plural form.

3. Support Services available under the Agreement

Support Services described in these Support Policies are available exclusively for the supported Releases of Licensed Programs. For a Case which is not related to Licensed Programs, NO MAGIC reserves the right to charge Customer for handling such Case according to a separate agreement to be signed by Customer and a NO MAGIC.

NO MAGIC shall provide support services for supporting Customer's use of the NO MAGIC Licensed Programs. For purposes of this Policy, Support Services shall include:

- (i) using reasonable efforts to provide a Correction or a Workaround for Errors,
- (ii) ensuring that the License Program shall substantially operate in accordance with its Documentation, and
- (iii) using reasonable efforts to provide new Releases, Maintenance Deliveries. Those Releases and Maintenance Deliveries may include: new capabilities, new productivity enhancements, fixes and latest security and compatibility updates.
- (iv) using reasonable efforts to provide technical support during NO MAGIC business days.

Support Services do not apply to enhancement requests and the development of in-depth methodologies (for example, detailed API consulting).

4. Support Process

If NO MAGIC delegates the first level of Support role to a Service Provider, Customer will have to contact that Service Provider to report a Case, unless another process is specified in the Transaction Document.

Support Services includes technical support from NO MAGIC by web along with regular Releases and Maintenance Deliveries. Pre-installation support is available via email at support@nomagic.com to assist customers with questions or installation issues.

NO MAGIC offers a multi-tiered support process located in the Americas, Asia and Europe to provide Customer with responsive and proactive Support Services. In that globalized context, when submitting a Service Request, Customer shall ensure that among the information sent to NO MAGIC to analyze the Case, there is no personal data, i.e. information relating to an individual as defined by the data protection legislation applicable to the Agreement (except when required by the NO MAGIC Support Team to collect additional Case information such as, but not limited to traces,...), nor information that Customer considers as confidential, or which requires a governmental authorization to be exported unless this authorization is required solely for export to countries subject to trade sanctions.

Tier 1 support is the first level of support for Customers provided by NO MAGIC. The Tier 1 support team receives incoming queries regarding "how to" questions, system configuration and licensing, and defect reports.

If an issue is deemed unsolvable by the primary support team, it is transferred by Tier 1 support team to another tier support level by domain of expertise. A NO MAGIC subject matter expert will take responsibility of the issue.

Performance of Support Services depends upon Customer's full cooperation, including, without limitation, providing at no charge to NO MAGIC, safe and timely access to Customer's computer systems, personnel (executives and staff), facilities, utilities, data and information reasonably necessary for such performance.

Customer shall ensure that it has the appropriate licenses or rights, as may be applicable, from third parties with respect to Licensed Program, data and information in order to allow performance of Support Services hereunder. Customer is responsible for the accuracy and completeness of the data and information Customer supplies. Customer hereby grants a license to NO MAGIC to use such data and information to perform the Support Services. Customer acknowledges and agrees that performance of Support Services is dependent upon the accuracy and completeness of Customer's data and information. Customer shall ensure that data and information communicated to NO MAGIC do not violate Customer's internal confidential and secured information policies. Customer shall indemnify and defend NO MAGIC from any action based on a claim that any tangible and intangible component, information or data provided by it infringes any third party's intellectual property right, or a misuse of any third party's confidential, proprietary or trade secret information.

When submitting a Case, Customer will also propose an urgency level according to the impact of the Case regarding Customer's day-to-day operation.

Four levels of urgency are available.

- **Urgent:** Customer is unable to use the Licensed Programs and have severe/critical impacts on operations, and no Workaround exists.
- **High:** Customer is able to use the Licensed Programs but operations are severely restricted by the incident. A Workaround exists.
- **Medium:** Customer can use the Licensed Programs with some restrictions on one or several functions. These restrictions, however, do not have a severe impact on Customer's operations.
- **Low:** The Case causes little or no impact to Customer's operations.

Once received by the NO MAGIC Support Team, Customer's Case and related proposed qualification of its urgency level will be reviewed. The NO MAGIC Support Team's target is to address Customer's Case during NO MAGIC business days based on its validated urgency level as follows.

Urgency level	Initial Response Time
Urgent	24 hours
High	24 hours
Medium	48 hours
Low	48 hours

5. Support Services Fees

Customer shall pay an annual fee for the Support Services performed under this Policy, which shall be invoiced to Customer in accordance with the quote or agreement then applicable. The support services fees shall be due and payable within 30 days of the date the No Magic License Program being supported was received by the Customer and each anniversary thereafter during the term unless terminated in writing. The support services fees may be increased on the first anniversary of the Effective Date of the No Magic License Program, and on an annual basis thereafter, with reference to the consumer price or other index designated by NO MAGIC for such purpose generally (which index may vary based on the applicable country).

6. Reinstatement of Support Services

Customer may terminate Support Services for a Licensed Program ordered under a PLC/ALC or TBL/ALC pricing structure as defined in the Agreement, subject to the following conditions: (i) Customer notifies NO MAGIC 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 Customer under any license agreement then in force between Customer and NO MAGIC. In such case for all such licenses described in the preceding sentence: (x) Customer shall have no further obligation to pay the Support Services fees related to the corresponding Licensed Program; (y) Customer shall duly certify in writing to NO MAGIC that all copies of all Releases of the Licensed Program other than those of the latest Release of the Licensed Program installed by Customer, have been duly destroyed or returned to NO MAGIC in their entirety; and (z) Support Services for such Licensed Program will terminate at the expiration of the thirty (30) day notice period. NO MAGIC 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.

Customer may reinstate Support Services, provided such reinstatement is activated for all licenses of a given Licensed Program held by Customer under any license agreement then in force between Customer and NO MAGIC, and Customer 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.