

SCANeR Maintenance Terms





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1 INTRODUCTION

This document describes the maintenance terms and support services applicable to AVSimulation Software "SCANeR".

AVSimulation Support Team is committed to provide high quality support service and comply with these maintenance terms and may therefore launch regular surveys and interviews to monitor the quality of Support Services.





2 DEFINITIONS

2.1 Case

Refers to any question or incident encountered while using the Software.

2.2 First Response Time

Refers to the amount of time elapsed between the initial case submitted by the customer on AVSimulation Help Desk, and the first response of the AVSimulation Support Team.

The acknowledgment of receipt and/or automatic responses are not considered as a first response.

2.3 Processing Time

Refers to the amount of time elapsed between the initial support request submitted by the customer on AVSimulation Help Desk, and the final response provided by AVSimulation support team.

The Case is considered processed when the AVSimulation support team, depending on the Case type provides one of the following feedbacks:

- Service request: an answer to the service request.
- **Incorrect utilization:** a diagnostic and the appropriate assistance has been provided to the customer.
- **Defect**: a diagnostic of the defect and the creation of a software fix request.
- **Enhancement request**: a diagnostic and confirmation that the request is a limitation of the product. If required from the customer, A new Feature Request can be created.

2.4 Resolution Time

Refers to the time required to provide a software fix of the defect confirmed by the AVSimulation support team.

This delay is calculated from the start of submission of a software fix request until the time of delivery of the new version of the software.

2.5 Software fix

Refers to the software problem fixes, critical patches, modified documentation or other changes intended to correct feature/function deficiencies in the software.

2.6 Qualification Level

Refers to the severity of a Case. The customer shall qualify the severity of the Case according to the following levels:

- **High**: The customer is no longer able to use the software. The production is stopped. The Case causes severe impact on the business and no workaround exists.
- **Medium**: The customer can use the software with some restrictions on one or several functions. The Case causes moderate impact on the Customer's business and operations.
- Low: The Case causes little or no impact on the Customer's business and operations.

2.7 Bu. days

Refers to working days





2.8 End of Quarter *

This time commitment is guaranteed for Cases submitted more than one month before the end of the Quarter.





3 SERVICE LEVEL AGREEMENTS (SLA)

AVSimulation provides three service levels agreements:

- Standard
- Premium
- Enterprise

| | Standard | Premium | Enterprise |
|--------------------------------------------------|----------------------------------------------|--------------|------------|
| Supported versions | N and N-1 | | |
| Distributed updates | N (2 majors 2 quarterly) + N-1 (4 quarterly) | | |
| AVSimulation Service Desk | \checkmark | \checkmark | √ |
| SCANeR Knowldge Base | \checkmark | \checkmark | √ |
| Hotline | - | - | √ |
| Remote assistance for diagnostic of SCANeR Issue | | V | √ |
| Audio follow up meetings | | √ | √ |
| Response time | Best effort | $\sqrt{}$ | $\sqrt{}$ |
| Software fix | Best effort | $\sqrt{}$ | $\sqrt{}$ |

3.1 Standard SLA

The Standard SLA is the first support level. It allows the customer to report a Case on AVSimulation Help Desk but without any commitment concerning the processing from AVSimulation.

This level includes the access to the following resources:

- Access to new versions of SCANeR Major and Minor releases including evolutions and bug fixes, quarterly releases including bug fixes.
- AVSimulation Help Desk to submit requests "https://helpdesk.avsimulation.com".
- SCANeR studio Knowledge base "https://support.avsimulation.com"





3.2 Premium SLA

The Premium SLA adds commitments from AVSimulation in terms of reactivity for the processing and resolution of Cases.

This level includes the access to the following services:

- Standard SLA services
- Remote Online Assistance for Diagnostic of SCANeR Issues
- Quarterly follow-up meetings to follow the progress of the customer Cases and discuss customer needs. The customer shall designate a representative to conduct these meetings with AVSimulation.
- Commitments to engage a reasonable business effort to respect the targets of First Response, Processing and Resolution Time such as detailed below:

3.2.1 Processing

| Qualification Level | First Response Time | Processing Time |
|---------------------|------------------------|-----------------|
| High | 2 bu. days | 15 bu. days |
| Medium | 5 bu. days | Post offert |
| Low | 10 bu. days | Best effort |

3.2.2 Resolution

| Qualification Level | Resolution Time | |
|---------------------|-----------------|--|
| High | End of Quarter* | |
| Medium | Best effort | |
| Low | | |



3.4 Enterprise SLA

This serves as a complementary to the standard maintenance providing a high level of reactivity in regards to the treatment of the requests. It corresponds to an advanced level of service and is tailored to the needs of our industrial customers.

This level includes the access to the following services:

- Standard SLA services
- Remote Online Assistance for Diagnostic of SCANeR Issues
- Hotline
- Monthly follow-up meetings
- Commitments to engage a reasonable business effort to respect the targets of First Response, Processing and Resolution Time such as detailed below:

3.4.1 Processing

| Qualification Level | First Response Time | Processing Time |
|---------------------|------------------------|-----------------|
| High | 1 bu. day | 10 bu. days |
| Medium | 3 bu. days | 20 bu. days |
| Low | 5 bu. days | 30 bu. days |

3.4.2 Resolution

| Qualification Level | Resolution Time |
|---------------------|-----------------|
| High | 15 bu. days |
| Medium | End of Quarter* |
| Low | Best effort |



4 SUPPORT SERVICES DESCRIPTIONS

4.1 Reference version

4.1.1 Definition

AVSimulation is responsible for the reference version of SCANeR.

The reference version is defined as:

- The software configuration of SCANeR described in the purchase contract.
- The software documentation.
- The software data package.

4.1.2 Update of the Reference Version:

Every year, AVSimulation produces major updates and several minor updates of the reference version.

Twice a year AVSimulation releases a major update of the reference version, containing the functional developments as previewed in the Product Roadmap as well as the compilation of the software fixes.

Each quarter, AVSimulation releases a minor update to the reference version that includes software fixes referring to technical impact reports submitted by customers.

Each reference version is validated by AVSimulation before being released. This validation is conducted with respect to AVSimulation validation procedures, based on standardized testing and Functional Specification Document of the software.

4.1.3 Release Delivery

Updates of the reference version will be available for download on the SCANeR customer support site. Customers are informed through the AVSimulation Help Desk portal. Installation of the software updates is Customer's responsibility.

4.2 Support and Maintenance

4.2.1 Maintenance Scope

AVSimulation provides maintenance services on the last two Reference Versions of SCANeR product during the validity of the maintenance contract. This means the current Reference Version and the previous one.

4.2.2 Technical Support

AVSimulation provides this service to help the Customer with the use of the software, to answer questions, resolve problems, to record and analyze incidents.

Access to technical support is restricted to skilled users that have been trained by AVSimulation or demonstrate comparable qualification. The customer shall thus designate a maximum of two (2) key users of their staff that will be the only persons allowed to contact the technical support. Additional key users maybe authorized upon customer's request depending on the number of licenses covered by the maintenance contract.



4.2.3 Remote and Onsite Assistance

For Cases that cannot be reproduced with the information and data provided by the customer; AVSimulation support team can invite the Customer to a remote session on the user's machine to observe and analyze the Case. The remote session requires a high-speed internet connection in order to make the session effective.

If the Case cannot be reproduced within two business days at AVSimulation using the information provided by the CUSTOMER, AVSimulation will inform the customer who will decide whether or not an on-site intervention to perform the diagnosis. All costs related to this intervention will be charged in addition to the maintenance contract.

4.2.4 Hotline

Customer can reach AVSimulation support team by phone. If the result of the discussion with the AVSimulation support team reveals an anomaly within the product, then a Case ticket will have to be opened on AVSimulation Help Desk web site.

The operating hours of the hotline correspond to AVSimulation's business hours. AVSimulation reserves the right to close the hotline when the company is closed (fifteen days a year plus French public holidays).

Customer Support Contact:

- Phone: (+33) 1 46 94 93 50
- Opening hours: 09:00 18:00 CEST (GMT+1) Monday to Friday (excl. closing periods of the company)

4.2.5 SCANeR Knowledge base

In addition to the user guide, the Customers have access to the SCANeR Knowledge Base "https://support.avsimulation.com". Access to the SCANeR Knowledge Base is restricted to user under valid SLA and password protected.

The SCANeR Knowledge Base offers examples of business use cases, information on application deployment, and common errors encountered by SCANeR users.

4.2.6 Follow-Up meeting

AVSimulation provides Premium and Enterprise SLA customers with regular follow-up meetings. The object of these meetings is to:

- Follow up on the progress of support requests reported by the customer.
- Review the severity level and priority of the support requests.
- Discuss future projects and customer needs.

The customer shall designate a single point of contact (SPOC) to conduct these meetings. The frequency of these meetings will depend on the SLA level and the availability of the SPOC.





4.2.7 Case Management

The Customer can open a Case and check submitted Cases status within the AVSimulation Service Help Desk Tool. Customer can also manage his support account, create a single view of all of his Cases and share it within his organization.

It is exclusively the responsibility of the customer to provide the entirety of information needed for the diagnosis (the SCANeR configuration, data file, user input, error messages, etc...).

AVSimulation guarantees the confidentiality of the data which they have been given access to and ensures that it is utilized solely for the purpose of recreating and correcting the customer's technical Case.

It will be the role of the AVSimulation support team to reproduce the Case using the information provided by the Customer;

4.2.8 Who can report a Case

The Customer shall designate a maximum of two (2) employees as its "designated contacts". Upon Customer's request, AVSimulation may authorize the appointment of additional designated contacts, depending on the number of Customers' licenses.

Solely Customer's designated contacts are authorized to report a Case to AVSimulation Support Team. Any designated contact appointed by Customer shall be duly trained in using SCANeR.

4.2.9 How to file a Case

The transmission of a Case is conducted solely through the AVSimulation Service Help Desk.

Before reporting a Case, it is the customers' responsibility to:

- Consult beforehand the User documentation or refer to the SCANeR Knowledge Base to search for a potential answer or solution.
- Check that the Case occurs on the latest release of SCANeR reference version "N".

Carrying out these checks aims to give AVSimulation the necessary elements to diagnose the reported technical Case.

The customer shall provide the following information when reporting a Case:

- Title.
- Qualification level according the impact of the Case
- The reference version used.
- Information: hardware, environment, operating system.
- A simple scenario, including a step-by-step description to reproduce the Case
- All error messages (Application log).
- Any complementary information necessary to understand the customers' intended outcome and be able to reproduce the Case.





4.2.10 Case Processing

Once the AVSimulation support team has received the information, the customer's Case and severity will be reviewed. The final qualification is done by AVSimulation support team according to:

- The qualification level filled by the customer.
- The Case impact on the product.
- Whether there is a workaround or not.

Following the Case reported by the customer, AVSimulation will produce a diagnostic of the Case, confirming its nature: Service request, Enhancement request, Incorrect utilization, or a Defect

- A service request will be closed once the response has been provided to the customer.
- An enhancement request represents a change in specifications, to add, remove or modify
 existing functionalities of the software and is therefore not covered by the current contract.
- An incorrect utilization results in the closing of the technical incidence ticket once the appropriate assistance has been provided to the customer.
- A defect is the manifestation of a non-conformity of the software to an expected behavior as described in the documentation, specification, or training conducted by AVSimulation.

If the support team confirms the software defect and there is no acceptable workaround, another process is started to open a software fix request.

For rare or non-reproductible technical defects, AVSimulation reserves the right to define the workaround as the official solution and not provide a software fix.

4.2.11 Software Fix Request

For each Case qualified as a defect of the software with no existing workaround, the AVSimulation support team will open a new software fix request on the development team backlog.

The development team will attempt to correct the defect according to the severity level and its impact on the software. The software fix will be available on the next releases.

The timeframe is calculated from the opening date of the "**Software Fix Request**" until the date of the new software release delivery.





4.3 Restrictions:

Support does not apply to:

- Customers without a valid maintenance agreement
- End of Life, Beta, Release Candidate or Development releases
- Third-party application integrations
- If the Case is:
 - o Not reproducible.
 - An incident not attributable to SCANeR.
 - o Due to changes in the use environment (software or hardware).
 - As a result of an accidental or intentional deterioration.
 - Due to improper use of the provided elements supply

Support does not include:

- Training
- System & Performance tuning
- Deployment, Installation & Upgrade of User Configuration and data
- All services proposed on the AVSimulation service catalog, e.g., 3D Environment generation, scenario, etc.

All interventions performed by AVSimulation support team to address a customer Case that is not caused by AVSimulation delivery, will be billed as per the AVSimulation Technical Assistance daily rates that are applicable at the time of the intervention, in addition to all if any travel expenses.

SCANeR maintenance ceases in the event of a modification made to the AVSimulation provided elements without a written agreement.

