

SCANER™

Warranty and Maintenance Conditions

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1 COMMITMENT

1.1 Warranty

In the warranty contract, AV Simulation commits to and guarantees the CLIENT maximum delays of correction as defined below:

- In the event of a **blocking anomaly**: AV Simulation commits to providing a diagnostic as well as the correction in the form of a “software patch” within 1 month.
- In the event of a **major anomaly**: AV Simulation commits to providing a correction of the anomaly in the next trimestral update of the reference version following the date of sending , if the anomaly in question has been registered at least one month preceding the release of said version.
- In the event of a **minor anomaly**: AV Simulation does not commit to providing a correction of the anomaly.

Gravity	Correction
Blocking	Within 1 month
Major	Trimestral Update
Minor	-

AV Simulation produces and validates, within the delays indicated above, the corrections or the workaround solution necessary. Once validated, AV Simulation delivers the correction following the conditions of availability of a reference version.

The technical incidence ticket is then awaiting closure or reactivation on the part of the CLIENT.

1.2 Maintenance: Level SLA1

In the SLA1 level contract, AV Simulation commits to and guarantees the CLIENT maximum delays of correction as defined below:

- In the event of a **blocking anomaly**: the corrective delay is provided to the CLIENT within 2 days, which places AV Simulation under obligation to provide the correction in the form of a “software patch” within 1 month.
- In the event of a **major anomaly**: the corrective delay is provided to the CLIENT within 5 days and AV Simulation commits to providing a correction of the anomaly in the next trimestral update of the reference version based on the date of sending, if the anomaly in question has been registered at least one month preceding the release of said version.
- In the event of a **minor anomaly**: AV Simulation commits to providing a correction of the anomaly in the next annual update of the reference version following the date of sending, if the anomaly in question has been registered at least one month preceding the release of said version.

Gravity	Diagnostic	Correction
Blocking	2 days	Within 1 month
Major	5 days	Trimestral Update
Minor	-	Annual Update

AV Simulation produces and validates, within the delays indicated during the diagnostic, the correction or workaround solution necessary. Once validated, AV Simulation delivers the correction following the conditions of availability of a reference version.

The technical incidence ticket is then awaiting closure or reactivation on the part of the CLIENT.

1.2.1 Diagnostic

In the event that the anomaly cannot be duplicated within two days at AV Simulation using the data sent by the CLIENT, AV Simulation will notify the CLIENT who will be decide on the necessity of an on-site intervention in order to effectuate the diagnosis. These days of intervention and their related expenses will be billed separately.

1.2.2 Correction

The timeframe is calculated from the delivery date of the diagnostic until the delivery date of the correction by AV Simulation.

1.3 Maintenance: Level SLA2

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

The SLA2 maintenance offer is complementary to the SLA1 conditions of maintenance and guarantees the client the timeframes in terms of diagnostic and correction as detailed below:

- In the event of a **blocking anomaly**: the corrective delay is provided to the CLIENT within 1 day, which places AV Simulation under obligation to provide the correction in the form of a “software patch” within 2 weeks.
- In the event of a **major anomaly**: the corrective delay is provided to the CLIENT within 5 days, which places AV Simulation under obligation to provide the correction in the form of a “software patch” within 2 months.
- In the event of a **minor anomaly**: the corrective delay is provided to the CLIENT within 10 days, which places AV Simulation under obligation to provide the correction in the form of a “software patch” within 6 months.

Gravity	Diagnostic	Workaround	Correction
Blocking	1 day	2 days	Within 2 weeks
Major	5 days	-	Within 2 months
Minor	10 days	-	Within 6 months

1.3.1 Diagnostic

In the event that the anomaly cannot be duplicated within two days at AV Simulation using the data sent by the CLIENT, AV Simulation will notify the CLIENT who will be decide on the necessity of an on-site intervention in order to effectuate the diagnosis. These days of intervention and their related expenses will be billed separately.

1.3.2 Correction

The timeframe is calculated from the delivery date of the diagnostic date until the delivery date of the correction by AV Simulation.

1.4 Maintenance of Specific Builds

If the specific builds carried out by AV Simulation for a CLIENT are identified within the working parameters of the contract, they are therefore covered by the same conditions of maintenance as

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the SCANeR™ product, under the condition of subscription to this service which will be the object of a specific costing.

All subsequent interventions following an anomaly as signaled, by the CLIENT, not attributable to AV Simulation's delivery, will be billed according to the AV Simulation Technical Assistance daily rates that are applicable at the time of the intervention, in addition to travel expenses.

2 WARRANTY: GENERAL CONDITIONS

2.1 Reference version

2.1.1 Definition

AV Simulation is responsible for the **reference version** for SCANeR™.

The reference version is specifically defined as:

- The software configuration of SCANeR™ described into the purchase contract,
- Its documentation including the User Manual and the Software Specifications,
- Its data package.

2.1.2 Update of the Reference version

During the course of the year AV Simulation produces a major update and several minor updates of the reference version.

Each Trimester AV Simulation makes available a **minor** update of the reference version which regroups the bug fixes of reported anomalies as reported by our CLIENTS.

Once a year AV Simulation produces a **major** update of the reference version, containing the functional developments as planned in the Product Roadmap as well as all the compilation of all bug fixes. The warranty does not give access to the major annual updates of the SCANeR™ product.

2.1.3 Validation

In order to guarantee the proper functioning and non-regression of the software, each *reference version* is validated by AV Simulation before being made available.

This validation is conducted by OTAL in accordance to its procedures of validation, based on standardized testing and the Functional Specifications Document of the software product.

2.1.4 Availability

Updates of the *reference version* are available on the SCANeR™ customer support site. The CLIENT is informed by email of the availability of a new version.

The installation of updates is considered to be the responsibility of the CLIENT.

2.1.5 Confidentiality

The elements constituting the reference version furnished by AV Simulation to the CLIENT must under no circumstances be entrusted to a third party without prior written authorization from AV Simulation.

2.2 Anomaly Management

2.2.1 Warranty Parameters

AV Simulation provides maintenance, as stipulated in the warranty, on the major version of the SCANeR™ product delivered to the CLIENT. The warranty does not give access to the major annual updates of the SCANeR™ product.

AV Simulation's technical support corrects exclusively the anomalies relevant to the technical parameters of the reference version of the SCANeR™ product delivered to the CLIENT at the time of establishment of the Warranty.

2.2.2 Collecting of information on the technical incidence ticket

The transmission of the technical incidence ticket is conducted solely through the dedicated website <http://support.oktal.fr/> with an exclusive and confidential access (login and password).

Each technical incidence ticket is taken into account as of its date of transmission. The website allows the CLIENT to follow in real-time the progress of his technical incidence tickets.

The CLIENT will define one or several SCANeR™ trained members of his staff that will be the only users authorized to submit technical incidence tickets. In the event of requiring complementary information for the diagnostic, they will be AV Simulation's defined contacts.

It will be the role of the support team to recover all the necessary to the duplication of the anomaly , type of SCANeR™ configuration , data file, user input, materials employed etc...

It is exclusively the responsibility of the CLIENT to furnish the entirety of this information. AV Simulation guarantees the confidentiality of the data to which it is given access and guarantees that it be utilized solely in order to recreate and correct the CLIENT's problem. This data is destroyed after use.

2.2.3 Diagnostic and classification

Following the technical incidence ticket reports by the CLIENT, AV Simulation will produce a diagnostic of said data confirming:

- Its nature: incorrect utilization, anomaly or evolution
 - An **incorrect utilization** results in the closing of the technical incidence ticket once the appropriate assistance has been provided to the CLIENT,
 - An **anomaly** is the manifestation of a non-conformity of the software to an expected behaviour as described in the documentation, specification or training conducted by AV Simulation. An anomaly necessitates a correction in the framework of the current contract,
 - An **evolution** represents a change in specifications, to add, remove or modify functionalities and is therefore not covered by the current contract.
- Its Gravity: blocking, major or minor according to the following definitions:
 - **Blocking Anomaly:**
 - Anomaly blocking the functioning of the application for the users in the execution of their core tasks,
 - Anomaly implying a loss of integrity of the application information,
 - Anomaly totally blocking the execution of an important function and being unable to work around using alternative functions, or providing the user with an unusable result.
 - **Major Anomaly**
 - Anomaly impacts without blocking the functioning of core tasks,
 - Does not block the functioning of a key task, but can under certain circumstances interfere with its execution,
 - Completely blocks a function related to a requirement of medium to low importance,
 - These disruptions lead to limitations in non-critical utilization or are of lesser impact since they can be worked around.
 - **Minor Anomaly**
 - Anomaly not blocking the functionality of the application and of relatively low impact.

To conduct a diagnostic, AV Simulation and the CLIENT are required to reproduce the anomaly with the data of the **reference version**. In the event that the functional structure of the data does not allow for a duplication of the anomaly, the CLIENT's simulation files will need to be submitted to AV Simulation to allow for the duplication of the anomaly and its classification as such.

When the duplication of the anomaly requires interaction with elements belonging to the CLIENT (material or 3rd party applications), AV Simulation may request to remotely connect to the CLIENT's machine in order to corroborate the anomaly.

In the event of an identified and confirmed anomaly, the technical incidence ticket resolution procedure is launched.

2.2.4 Technical incidence tickets excluded from coverage

Not covered under this maintenance contract, all technical incidence tickets:

- Not duplicable,
- Not attributable to the delivery,
- Not attributable to the parameters of the defined provision of services,
- Due to an evolution in the environment of utilization (software or material),
- Following an accidental or intentional deterioration,
- Due to a non-conform usage of the provided elements.

The maintenance will cease in the event of modifications to the provided elements without written agreement.

All subsequent interventions following an anomaly as signalled by the CLIENT, not attributable to AV Simulation's delivery, will be billed according to the AV Simulation Technical Assistance daily rates that are applicable at the time of the intervention, in addition to travel expenses.

2.2.5 Processing the technical incidence ticket

Once the diagnostic had been realized, the technical incidence ticket is open.

3 MAINTENANCE: GENERAL CONDITIONS

3.1 Reference Version

3.1.1 Definition

AV Simulation is responsible for the **reference version** for SCANeR™.

The reference version is specifically defined as:

- The software configuration of SCANeR™ described into the purchase contract.
- Its documentation including the User Manual and the Software Specifications
- Its data package.

3.1.2 Update of the Reference version

During the course of the year AV Simulation produces a major update and several minor updates of the reference version.

Each Trimester AV Simulation makes available a **minor** update of the reference version which regroups the bug fixes of reported anomalies as reported by our CLIENTS.

Once a year AV Simulation produces a **major** update of the reference version, containing the functional developments as planned in the Product Roadmap as well as all the compilation of all bug fixes. The warranty does not give access to the major annual updates of the SCANeR™ product.

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In order to guarantee the proper functioning and non-regression of the software, each *reference version* is validated by AV Simulation before being made available.

This validation is conducted by OTAL in accordance to its procedures of validation, based on standardized testing and the Functional Specifications Document of the software product.

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Updates of the *reference version* are available on the SCANeR™ customer support site. The CLIENT is informed by email of the availability of a new version.

The installation of updates are considered to be the responsibility of the CLIENT

3.1.5 Confidentiality

The elements constituting the reference version furnished by AV Simulation to the CLIENT must under no circumstances be entrusted to a third party without prior written authorization from AV Simulation

3.2 Assistance

3.2.1 Maintenance Scope

AV Simulation provides maintenance, as stipulated in the contract, on the two last major versions of the SCANeR™ product: The last reference version and the N -1 version.

Each year, AV Simulation offers an evolution to the reference version of the SCANeR™ product. The maintenance contract allows access to the yearly major versions of the SCANeR™ product.

AV Simulation's technical support corrects exclusively the anomalies relevant to the technical parameters of the reference version of the SCANeR™ product delivered to the CLIENT at the time of establishment of the maintenance contract.

For all questions and requests for assistance concerning the use of advanced functions that necessitate a high level of technical expertise, AV Simulation initially offers specific training on these functions after which AV Simulation can provide the appropriate feedback to these requests in an effective manner.

AV Simulation technical support includes the possibility of remote technical assistance, requiring the CLIENT to have a high-speed internet connection in order to make access possible.

3.2.2 Technical assistance and Training

The access to the technical support is restricted to persons who have received training to SCANeR™ product by AV Simulation.

3.2.3 Hotline

The CLIENT will define one or several SCANeR™ trained members of his staff that will be the only users permitted to contact the technical support.

To ensure an improved reactivity, it is necessary to contact the technical support by email or by phone for questions and user assistance. If the email or phone contact with SCANeR™ support reveals an anomaly in the product, it is crucial to submit a technical incidence ticket on the dedicated website.

The operating hours of the hotline correspond to AV Simulation's opening hours. In the same manner, AV Simulation reserves the right to shut the hotline in accordance with the closing periods of the company (fifteen days during the year in addition to French bank holidays).

Customer Support Contact:

- **Email:** support-scaner@avsimulation.fr
- **Telephone:** (+33) 1 46 94 93 50
- **Opening Hours:** 9:00 – 18:00 **Monday to Friday (excl. closing periods of the company)**

3.2.4 User Group

All CLIENTS may access the "User Group SCANeR™" services after making an inscription request. The services provided are listed below:

- Exclusive access to the dedicated website www.avsimulation.fr offering an area for exchange of information between users (databases, scenarios), technical and marketing product information, as well as a forum for discussion.
- The organization of an annual meeting comprised of users, an event to facilitate the exchange of technical information and the creation of a development wish list by the user.

3.3 Anomaly Management

3.3.1 Collecting of information on the technical incidence ticket

The transmission of the technical incidence ticket is conducted solely through the dedicated website <http://support.oktal.fr/> with an exclusive and confidential access (login and password)

Each technical incidence ticket is taken into account as of its date of transmission. The website allows the CLIENT to follow in real-time the progress of their technical incidence tickets.

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It will be the role of the support team to recover all the necessary to the duplication of the anomaly, type of SCANeR™ configuration, data file, user input, materials employed etc...

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Following the technical incidence ticket reports by the CLIENT, AV Simulation will produce a diagnostic of said data confirming:

- its nature: incorrect utilization, anomaly or evolution
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- Its Gravity: blocking, major or minor according to the following definitions:
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 - ▶ Anomaly totally blocking the execution of an important function and being unable to work around using alternative functions, or providing the user with an unusable result.
 - **Major Anomaly**
 - ▶ Anomaly impacts without blocking the functioning of core tasks,
 - ▶ Does not block the functioning of a key task, but can under certain circumstances interfere with its execution,
 - ▶ Completely blocks a function related to a requirement of medium to low importance,
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 - **Minor Anomaly**
 - ▶ Anomaly not blocking the functionality of the application and of relatively low impact.

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In the event of an identified and confirmed anomaly, the technical incidence ticket resolution procedure is launched.

3.3.3 Technical incidence tickets excluded from coverage

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- Not duplicable,
- Not attributable to the delivery,
- Not attributable to the parameters of the defined provision of services,
- Due to an evolution in the environment of utilization (software or material),
- Following an accidental or intentional deterioration,
- Due to a non-conform usage of the provided elements.

The maintenance will cease in the event of modifications to the provided elements without written agreement.

All subsequent interventions following an anomaly as signaled, by the CLIENT, not attributable to AV Simulation's delivery, will be billed according to the AV Simulation Technical Assistance daily rates that are applicable at the time of the intervention, in addition to travel expenses.

3.3.4 Processing the technical incidence ticket

Once the diagnostic had been realized, the technical incidence ticket is open.