

DASSAULT SYSTEMES

SERVICE LEVEL AGREEMENT FOR ONLINE SERVICES

For Consumers

DS shall provide the Online Services in accordance with this Service Level Agreement. This Service Level Agreement shall not be applicable to any Licensed Program or any other data processing program that would be included in the Online Services and for which an On-Premise installation is required.

Terms that are initially capitalized shall have the meaning set forth in the Agreement concluded between DS and Consumer or in the present Service Level Agreement.

1. Online Services Availability

- The target is to provide a reasonable availability of the Online Services (i.e. the ability for Consumer to be logged to the Online Services) when the Online Services are not under (i) a Planned Service Interruption (as defined hereunder) or (ii) an interruption which is the result of a Consumer's request.
- A "Planned Service Interruption" time means the period of time necessary to interrupt the Online Services in order to perform scheduled preventive or corrective maintenance, as well as back-ups. Interruptions for i) preventive or corrective maintenance shall last a maximum of four (4) hours per month and planned one (1) week in advance, and ii) back-ups shall last a maximum of one (1) hour per day when performed during DS business hours.
- An "Emergency Service Interruption" may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation (i) attacks on the Online Services (including a denial of service attack), (ii) Consumer's use of Online Services disrupting Online Services or creating a security risk to DS or to any DS Consumer, (iii) harming of DS systems or any DS Consumer's systems or (iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

2. Backup

DS shall ensure daily backup of Consumer Data. Such Consumer Data shall be kept for a period of seven (7) days following related backup and may be destroyed by DS after such period.

3. Online Services Upgrade

- DS may upgrade the Online Services during any Planned Service Interruption or Emergency Service Interruption.
- This upgrade may require the installation of upgrade(s) by Consumer on its machine(s), in order for Consumer to be able to use the Online Services. The installation of such upgrade(s) by Consumer is under Consumer's sole responsibility.

4. Consumer Data Retrieval

- Consumer Data retrieval procedures available to retrieve Consumer Data are defined in the Documentation.
- Consumer shall be entitled to request Consumer Data retrieval in accordance with the applicable procedures until fifteen (15) days after expiration of the corresponding Online Services.

Service Level Agreement for Online Services – For Consumers is available at <https://www.3ds.com/terms/consumers>.