

DASSAULT SYSTEMES

DATA PROCESSING EXHIBIT

This Data Processing Exhibit (hereinafter "DPE") and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between DS and Customer ("Agreement") and complement the terms of the section "Data Privacy" of the Agreement related to the Processing by DS of Personal Data on behalf of Customer, as part of Customer's access to and use of the Online Services.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. "Customer" means the relevant entity that has entered into the Agreement with DS to receive the Online Services, whatever it is referred to in that Agreement.

In the event of a discrepancy, inconsistency or contradiction between this DPE and the other terms of the Agreement, the provisions of the Agreement shall prevail. Customer acknowledges that it has full knowledge of and agrees with all the terms of this DPE and those incorporated herein by reference.

This DPE applies where and only to the extent that DS, in the course of providing the Online Services to Customer pursuant to the Agreement, Processes Customer's Personal Data and such Personal Data is subject to the Applicable Data Protection Legislation. Accordingly, Customer is the Controller of Personal Data and DS shall Process Personal Data as a Processor pursuant to Customer's written reasonable instructions, which shall in all circumstances be consistent with the Agreement. DS and Customer are each independent Controllers with regard to the Processing of Personal Data as part of the Support Services provided by DS to Customer according to the Agreement.

The terms of this DPE shall survive as long as DS continues to retain any Customer's Personal Data.

This DPE shall be governed by and construed in accordance with governing law and jurisdiction provisions of the Agreement, unless required otherwise by Applicable Data Protection Legislation.

This DPE is composed of the following Annexes, as reproduced attached and/or incorporated by reference:

- Annex 1: List of parties;
- Annex 2: Description of the Processing;
- Annex 3: Technical and Organizational Measures;
- Annex 4: List of Sub-Processors.

This DPE may be updated from time to time to reflect evolutions according to DS's standards, as well as to take into account enhancement(s) and/or update(s) introduced with new Release(s). The then-current version of the DPE at the date of the Transaction Document will apply to the Online Services purchased by Customer and, except for the list of Sub-Processors available in Annex 4, will not change for the duration of the Online Services identified in such Transaction Document. Any future DPE will not, on an overall basis, result in a material decrease in DS's obligations under this DPE.

ANNEX 1 LIST OF PARTIES

Controller:

Name: [Customer, as identified in the Agreement]

Address: [Customer address, as identified in the Agreement]

Contact person's name, position and contact detail: [If available, as defined in the Agreement]

Signature and accession date: [As set out in the Agreement]

Processor:

Name: [DS, as identified in the Agreement]

Address: [DS address, as identified in the Agreement]

Contact person's name, position and contact detail: 3DS Global Data Protection Officer may be contacted:

- via the following form: <https://www.3ds.com/privacy-policy/contact>,
- by mail: Dassault Systèmes Headquarters - Legal Department, Data Protection Office - 10, Rue Marcel Dassault - 78140 Vélizy-Villacoublay - France

Signature and accession date: [As set out in the Agreement]

ANNEX 2

DESCRIPTION OF THE PROCESSING

Categories of Data Subjects whose Personal Data is Processed

Data Subjects include:

- Customer's authorized users, which may include, depending on the terms of the Agreement and on Customer's use of the Online Services, Customer's employees, contractors, collaborators, teachers, students, partners, stakeholders and/or customers of the Customer;
- Any other Data Subject whose Personal Data is included in Customer Data.

Categories of Personal Data Processed

The categories of Personal Data that may be Processed by DS as Processor, depending on Customer's use of the Online Services, may include:

- First name, last name;
- Email address;
- Postal address;
- Date of birth;
- Job title;
- Phone number;
- Connection data (IP address, logs, etc.);
- Online identifier;
- Photo, video, audio;
- Professional and academic background, skills, interests.

Depending on the terms applicable to each Release of the Online Services, Customer may elect to provide DS with other categories of Personal Data.

However, Customer acknowledges and agrees that the DS Offerings are not dedicated to Process any sensitive Personal Data or special category of data, as defined by the Applicable Data Protection Legislation, unless a dedicated written agreement is executed between the parties.

Nature and Purpose of the Processing

DS offers a portfolio comprised of 3D modeling applications, simulation application creating virtual twins of products or production systems, social and collaborative applications, and information intelligence applications available on a cloud-based platform to increase collaboration, improve execution and accelerate innovation.

DS Processes Personal Data to provide the Online Services as specified under the Agreement.

As part of the Online Services, and if available in the applicable OST, DS may collect, access to, use, store, delete and otherwise Process Customer's Personal Data on its behalf for the following purposes:

- Cloud operations services (including access rights management, collaboration, authoring and storage);
- Sms & Email services;
- Translation services;
- Authentication services, except for the 3DPassport for Public Cloud Offerings (as defined in the DS product portfolio).

Duration of the Processing

DS Processes Personal Data for the duration of the Online Services as specified under the Agreement. Upon termination or expiration of the Agreement, DS will delete or return all Customer's Personal Data to Customer in accordance with the terms and timelines of such Agreement, except where applicable law requires retention of such Customer's Personal Data or where such Customer's Personal Data is necessary for proof purposes during the applicable statute of limitation.

Customer may retrieve Customer's Personal Data pursuant to the procedures described in the Documentation and, as the case may be, within the timelines defined in the Service Level Agreement published at www.3ds.com/terms/sla.

For Processing by Sub-Processors, also specify subject matter, nature and duration of the Processing

In order to provide the Online Services, DS may appoint other companies as Sub-Processors which may receive, from DS or from any other Sub-Processor of DS, Personal Data for the sole and exclusive purpose to Process activities to be carried out on behalf of Customer in accordance with the terms of the Agreement and the terms of a written subcontract.

DS will ensure that the same data protection obligations as set forth in the Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation.

The list of Sub-Processor is available in Annex 4 of this DPE.



ANNEX 3

TECHNICAL AND ORGANIZATIONAL MEASURES

The description of the technical and organizational measures DS has implemented are available [here](#).

Customer is entitled to subscribe to changes to obtain notice of updates implemented by DS to those measures.

The technical and organizational measures may also be completed by specific terms as detailed in the Documentation associated to each Release of the Online Services.

ANNEX 4

LIST OF SUB-PROCESSORS

The list of the Sub-Processors that may be involved in the Processing of Customer's Personal Data due to the Processing activities implemented by DS on behalf of Customer is available [here](#).

Customer is entitled to subscribe to changes to obtain notice of any intended changes concerning the addition or replacement of other Sub-Processors.