

# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR

## BIOVIA Collaborative Science Releases:

Biological Registration 4.2, Chemical Registration 4.2, Direct 9.0, Direct 9.1, Direct 9.5, Discovery Studio 4.5, Draw EE 4.2, Draw Standalone 4.2, Foundation 9.5, Insight 2.6, Insight for Excel 2.6, Pipeline Pilot 9.5, Symyx Registration (Isentris Based) 1.5

## BIOVIA Unified Lab Management Releases:

CISPro 4.8, CISPro 5.0, Experiment 4.2, Experiment 4.3, LES EBR 3.4, LES EBR 3.5, LES EBR 3.6, Notebook 6.0, Request 3.0, Request 3.1, Workbook 6.8, Workbook 6.9

## LICENSED PROGRAMS

This OST (Offering Specific Terms) 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"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Licensed Programs to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

### 1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the DS Offerings to which this OST applies. Other pricing structures may be made available on a case by case basis.

### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

#### 2.1. GENERAL RULES

Licenses for the Licensed Programs to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Concurrent (or Floating) Based
- Named User Based
- System License
- Token Based

Licenses for the Licensed Programs to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the licenses are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by DS as part of a given DS Offering:

- shall solely be used together and as part of such DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such DS Offering has been marketed and granted to Customer by DS.

If a patent invention is implemented in the DS Offering for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such DS Offering.

## 2.2. SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

### ***Licensed Programs containing "BIOVIA Pipeline Pilot" in the name of the DS Offering***

BIOVIA Pipeline Pilot Designer for Application Licensed Programs and Pipeline Pilot Collection(s) for Application Licensed Programs for a particular application may be used solely in connection with the application it has been ordered for (such as but not limited to Notebook or Workbook or Materials Studio or CISPro or Discovery Studio) and shall not be used with any other application. Authorized Users (and/or Extended Users as applicable) for these Licensed Programs are Users (and/or Extended Users as applicable) of the application.

Each System Licensed Based Program that does not contain "For Application" in its name is limited to a single production server.

Named User Based Licensed Programs: If the name of the Licensed Programs includes a specific reference to "Infrequent", such Licensed Programs use shall not exceed thirty (30) days per twelve (12) month period.

### ***Licensed Programs containing "BIOVIA Materials Studio" in the name of the DS Offering***

Token Based Licensed Programs may be accessed and executed by Users whose usual workplace is limited to one (1) Customer Site (location) where such Licensed Programs are deployed.

Licensed Program BIOVIA Materials Studio Flexible Library + 10 Tokens (5MB-LLK) grants the right to one (1) System License of BIOVIA Materials Studio Flexible Library (5MP-LLB) and ten (10) BIOVIA Materials Studio Flexible Token (5TP-BTK).

For any group of ten (10) BIOVIA Materials Studio Flexible Token (5TP-BTK) Licensed Program, Customer is granted one (1) license of BIOVIA Pipeline Pilot Designer for Applications (5NP-IP4).

### ***Licensed Programs containing "BIOVIA Discovery Studio" in the name of the DS Offering***

Token Based Licensed Programs may be accessed and executed by Users whose usual workplace is limited to one (1) Customer Site (location) where such Licensed Programs are deployed.

Licensed Program BIOVIA Discovery Studio Flexible Science Library + 8 Tokens (YFK) grants the right to one (1) System License of BIOVIA Discovery Studio Flexible Science Library (YFL) and eight (8) BIOVIA Discovery Studio Flexible Token (YFT).

For any group of Eight (8) BIOVIA Discovery Studio Flexible Token (YFT) Licensed Program, Customer is granted one (1) license of BIOVIA Pipeline Pilot Designer for Applications (5NP-IP4).

### ***Licensed Programs containing "Site" in the name of the DS Offering***

Licensed Programs which contain "Site" in their name enables unlimited calculations for unlimited number of users for a specific solver at a Site (location).

### ***Licensed Programs containing "Academic" or "Teaching" in the name of the DS Offering***

Academic Use licenses for Licensed Program in the BIOVIA Pipeline Pilot Teaching Suite (IUT), BIOVIA Discovery Studio Teaching Suite (YUT), and BIOVIA Materials Studio Teaching Suite (LUT) may be used only for teaching and not for any research purposes.

Research Use licenses for Licensed Program in the BIOVIA Pipeline Pilot Academic Research Suite (IUR), BIOVIA Discovery Studio Academic Research Suite (YUR), and BIOVIA Materials Studio Academic Research Suite (LUT) may be used only for fundamental academic research that does not have commercial application.

## 3. OTHER PERMITTED USES FOR DS OFFERINGS

**USE FOR CERTAIN SERVICES.** Except for Development Tool Kits, Customer is authorized to use the Licensed Programs for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Customer of the Licensed Programs. In any event, Customer may not (1) use the Licensed Programs to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Customer shall indemnify and defend DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Customer's use of the Licensed Programs with third party end users.

## 4. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Customer to be used in connection with or within a DS Offering are defined hereafter:

### 4.1 OPEN SOURCE SOFTWARE

The DS Offerings may include open source software components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the DS Offerings.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the DS Offerings themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.0, available at <https://www.gnu.org/licenses/old-licenses/lgpl-2.0.html>:

- iTextSharp

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

- WINE
- GStreamer
- JFreeChart - 1. JFreeChart
- JDK - Elliptic Curve Cryptography
- 7-zip
- DTDParser
- CIF toolbox
- JSpecView
- JSpecView Applet
- calendar.js
- JFreeChart
- The Crystal Project Icon Set
- ASAPRatio
- XPRESS
- BioJava
- ffmpeg
- ffms2
- svmtool-java.jar
- net.java.dev.jna:jna
- Hbernate
- Envers
- org.hibernate.common:hibernate-commons-annotations
- org.hibernate:hibernate-core
- org.hibernate:hibernate-ehcache
- org.hibernate:hibernate-entitymanager
- org.hibernate:hibernate-envers
- org.xhtmlrenderer:core-renderer

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- SmartGWT
- Dispersion corrected DFT
- Elpa
- FreeIPC
- Libxc
- Mudpack
- NEGF
- Sparskit
- ClustalW2
- snpEff
- bsh-2.0b4.jar
- checkstyle-all-4.2.jar
- JSAP-2.1.jar
- mg4j-2.0.1.jar
- mg4j-buffer-hash.jar

Under the GNU GENERAL PUBLIC LICENSE, with Classpath Exception, available at <http://www.gnu.org/software/classpath/license.html>:

- ZipLib
- SharpZipLib
- VisualVM
- lkvm.net
- org.jboss.spec.javax.transaction:jboss-transaction-api\_1.2\_spec

Under the GNU GENERAL PUBLIC LICENSE, with "GCC Runtime Library Exception, version 3.1, available at <https://www.gnu.org/licenses/gcc-exception.html>:

- libstdc++

Under the GNU GENERAL PUBLIC LICENSE version 2, available at <https://www.gnu.org/licenses/gpl-2.0.html>:

- mzWiff
- Circos (script)
- EMBOSS
- CNV-seq (script)
- PROSITE (Perl script)
- HMMER
- Java TreeView
- FASTQC
- MIRA3
- primer3
- sim4
- Velvet
- CD-HIT
- FART

Under the GNU GENERAL PUBLIC LICENSE version 3, available at <https://www.gnu.org/licenses/gpl-3.0.en.html>:

- Artemis
- Bismark
- Bowtie 2
- BreakDancerMax
- BWA
- BWA-MEM
- BWA-SW
- CoronaLite
- DNAPlotter
- GFFtoSAM
- HMMER3
- Jalview
- Jalview2
- Mapreads
- sff2fastq
- SOAPaligner/soap2
- STAR
- Trimmomatic

Under the MOZILLA PUBLIC LICENSE version 1.1, available at <http://www.mozilla.org/MPL/1.1/>:

- itext
- Xpcom
- com.lowagie:itext
- org.javassist:javassist

Under the MOZILLA PUBLIC LICENSE version 2.0, available at <https://www.mozilla.org/MPL/2.0/>:

- saxon9.jar
- saxon9-dom.jar
- org.mozilla:rhino

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <http://www.eclipse.org/legal/epl-v10.html>:

- SAT4J
- Eclipse Communication Framework (ECF)
- Eclipse e4
- Eclipse Equinox

- Eclipse Java Development Tools (JDT)
- Eclipse Project
- Eclipse Standard Widget Toolkit
- Eclipse Tools EMF - Eclipse Modeling Framework
- com.ibm.icu\_52.1.0.v201404241930.jar
- Xdoclet
- com.h2database:h2
- org.aspectj:aspectjrt
- org.aspectj:aspectjweaver
- org.eclipse.jdt.core.compiler:ecj
- org.hibernate.javax.persistence:hibernate-jpa-2.1-api

Under the COMMON PUBLIC LICENSE version 1.0, available at <http://opensource.org/licenses/cpl1.0.php>:

- abner-1.5.jar
- Web Services Description Language for Java Toolkit - WSDL4J
- junit:junit
- Junit

Under the CODE PROJECT OPEN LICENSE version 1.02, available at <http://www.codeproject.com/info/cpol10.aspx>:

- UltimateGrid
- Code Project - Adding Icons to the System Tray
- Code Project - Description Enum TypeConverter
- Code Project - High-Performance Timer in C#
- Code Project - LogParser DataProvider for ADO.NET
- Code Project - The ColorPicker WinForms Control Revisited
- Code Project - Themed RichTextBox - A RichTextBox with XP-styled borders
- Code Project - A simple framework for adding undo/redo support

Under the CREATIVE COMMONS ATTRIBUTION 2.5 LICENSE, available at <https://creativecommons.org/licenses/by/2.5/legalcode>:

- jQuery lightBox plugin (share alike)

Under the CREATIVE COMMONS ATTRIBUTION 2.5 LICENSE, available at <https://creativecommons.org/licenses/by/2.5/legalcode>:

- jQuery lightBox plugin (share alike)

Under the CREATIVE COMMONS ATTRIBUTION 3.0 LICENSE, available at <https://creativecommons.org/licenses/by-nd/3.0/>:

- DefaultIcon

Under the MICROSOFT RECIPROCAL LICENSE (MS-RL), available at <https://opensource.org/licenses/MS-RL>:

- Wix

Under the gSOAP PUBLIC LICENSE version 1.3b, available at <http://www.cs.fsu.edu/~engelen/license.html>:

- gsoap

Under the NCI THESAURUS LICENSE, available at [https://evs.nci.nih.gov/ftp1/NCI\\_Thesaurus/ThesaurusTermsOfUse.pdf](https://evs.nci.nih.gov/ftp1/NCI_Thesaurus/ThesaurusTermsOfUse.pdf):

- NCI EVS Hawaii-OWL

Under the SIL OPEN FONT LICENSE (OPL) available at [http://scripts.sil.org/cms/scripts/page.php?site\\_id=nrsi&id=OFL](http://scripts.sil.org/cms/scripts/page.php?site_id=nrsi&id=OFL):

- Font-Awesome

Except for components mentioned in the section "EXCLUSIONS" below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

## **4.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS**

### Oracle:

The following terms apply in addition to the Agreement if Customer is granted licenses of Oracle software:

1. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.
2. Customer shall have no right to distribute Oracle software.
3. Oracle is a third party beneficiary of the Agreement.



Sencha:

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed

### 4.3 **EXCLUSIONS**

The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

**NONE**

## 5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

**Configuration or Package** means a standard set of DS Offerings which are bundled together. The DS Offerings composing such Configuration or Package shall only be operated together.

**Development Tool Kit** means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

**Extended Enterprise User** means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and 2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Machine** means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Customer's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer, in the same country.

**Product Portfolio** means a set of information related to the DS Offerings available at <http://www.3ds.com/terms/product-portfolio>.

**Remote Access** means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

**Site** means a single building or group of buildings that constitutes a consistent business unit located at the same address belonging to a Customer and under their sole control or supervision. The Site(s) are identified in the Transaction Document.

**User** means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer's academic program.

### **PRICING STRUCTURES**

**ALC** means Annual License Charge which is a yearly charge. For the first year of each license of each DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a DS Offering entitles Customer to i) Support Services for the DS Offering for one (1) year and ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such DS Offering made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a DS Offering in a given country, as published at <http://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related DS Offering.

**PLC** means Primary License Charge applicable to each license of a DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license.

**QLC** means the Quarterly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a DS Offering entitles Customer to i) a three (3) months license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such DS Offering, and ii) Support Services for the DS Offering for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the DS Offering.

**TBL** means Term Based License charge applicable to each license of a DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a DS Offering provides Customer with a license for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

**YLC** means the Yearly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and ii) Support Services for the DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a DS Offering in a given country, as published at <http://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by DS at <http://www.3ds.com/terms/price> for the related DS Offering. Termination of Support Services is not permitted without terminating the license of the DS Offering.

## **LICENSING SCHEMES**

**Casual Named User Based** means, when mentioned in a Transaction Document and with respect to a given DS Offering to which this OST applies, that the use of such DS Offering by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Transaction Document and/or the Product Portfolio if available

**Concurrent (or Floating) Based.** Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

**Extended Enterprise Named User** means an Extended Enterprise User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User** means a User identified with a unique username and password to use the DS Offering from a single machine at any given time.

**Named User Based.** Use of a DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or "user agent" program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the DS Offering does not exceed the maximum number of rights granted to Customer for such DS Offering. Upon DS's request, Customer shall provide DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the DS Offerings, and (iii) the locations and types of the systems on which DS Offerings operate or Customer has installed the DS Offering(s) as applicable. DS may provide Customer with one or more utilities, either included within the DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

**System License** means a right to use certain DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified DS Offerings may be required in order to be granted a System License. If the name of the DS Offering includes a specific reference to "Departmental Site License", such DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document. Customer may be requested to order certain DS Offerings rights to use, to be granted a System License.

**Token Based.** Use of a DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other DS Offering.

## 6. TRADEMARKS

3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.

