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DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
BIOVIA Process Production Operations Release 2018
LICENSED PROGRAMS

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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
> ➤ System License

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 for the Site and 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

DS Offerings granted under the Agreement have to be used under a given specific business environment which specific terms are as follows:

2.2.1. Manufacturing Cell / Site, Fill/Finish, Pre-clinical Development, Clinical Development, Laboratory business environments:

The possible business environments are defined as follows:

- **Manufacturing Cell business environment** covers a manufacturing process defined as a single sequence of interchangeable manufacturing operations and its associated equipment used to transform starting materials into a specific family of products. All these operations are located on the same Site and. include all the associated sensor, control, data collection and other systems required to execute those operations.DS Offerings which reference includes "-MC" (example VNB-MC) can be used for Manufacturing Cell business environment.
- **Manufacturing Site business environment** covers multiple Manufacturing Cells business environments located at the same Site. DS Offerings which reference includes "-MS" (example VNB-MS) can be used for a Manufacturing site.
- **Fill/Finish business environment covers** any operation corresponding to post bulk fill and/or finishing activities performed at the Site regardless of the number of Customer's processes, products or product presentations. DS Offerings which reference includes "-FF" (example VNB-FF) can be used for a Fill/Finish business environment.
- **Pre-Clinical Development business environment** covers any pre-clinical process development activities performed at the Site regardless of the number of Customer's processes, products or product presentations. DS Offerings which reference includes "-PC" (example VNB-PC) can be used for a Pre-Clinical Development business environment.
- **Clinical Development business environment** covers any clinical process development activities at the Site regardless of the number of Customer's processes, products or product presentations. DS Offerings which reference includes "-CD" (example VNBCD) can be used for a Pre-Clinical Development business environment.
- **Laboratory business environment** covers any laboratory activities encompassing a room or building with special equipment for undertaking scientific experiments and tests at the Site regardless of the Customer's number of processes, products or product presentations. DS Offerings which reference includes "-LB" (example VNB-LB) can be used for a Pre-Clinical Development business environment.

For such business environments, the following conditions apply:
- For a DS Offering granted under the System License licensing scheme, installation is limited to one instance of database associated a given business environment as detailed below
- For a DS Offering granted under the System License licensing scheme containing "Data Source" in its name, only one data source can be connected to such DS Offering. In order to run data source, DS Offering requires a DS Offering which contains "Direct Connect" in its name. A Direct Connect DS Offering connects to one and only one type of data source. Example: Oracle or JDBC is one type of data source
- Some DS Offerings granted under the System License licensing scheme include (i) twenty five (25) Concurrent Based licenses of another DS Offering and (ii) three (3) System License Based licenses of another DS Offering, all indicated in the table below:

DS Offering	25 Concurrent Based licenses of the DS Offering	3 System License Based licenses of the DS Offering
VNB-MC	VNU-MC	VDA-MC
VNB-MS	VNU-MS	VDA-MS
VNB-FF	VNU-FF	VDA-FF
VNB-CD	VNU-CD	VDA-CD
VNB-LB	VNU-LB	VDA-LB

2.2.2. CPV, Stability or MPA business environments:

The possible business environments are defined as follows:
- **CPV** (Continued Process Verification) **business environment** covers CPV activities of the manufacturing environment located at the same Site for a defined number of Attributes.
- **Stability business environment** covers stability analysis activities of the manufacturing environment located at the same Site for a defined number of Attributes.
- **MPA** (Multi-Phase Analysis) **business environment** covers MPA activities of the manufacturing environment located at the same Site for a defined number of Attributes.

For such business environments, the following conditions apply:
- For a DS Offering granted under the System License licensing scheme, installation is limited to one (1) instance of database associated to one business environment. Such DS Offering restricts usage of the database to the number of Attributes.
- For a DS Offering granted under the System License licensing scheme containing "Data Source" in its name, only one data source can be connected to such DS Offering. In order to run data source, DS Offering requires a DS Offering which contains "Direct Connect" in its name. A Direct Connect DS Offering connects to one and only one type of data source. Example: Oracle or JDBC is one type of data source.

> If so specified in its name, DS Offerings which reference includes ''-CP'' are dedicated to be used only in one of these business environments (ex: ''VC6-CP'' BIOVIA Discoverant Nexus CPV Base + 60 Attributes). If not specified in its name, DS Offerings which reference includes ''-CP'' can be used in any of the business environment (ex: ''VDA-CP'' BIOVIA Discoverant Nexus CPV/Stability/MPA Data Source).

2.2.3 PRIMR DS Offerings: A DS Offering containing "PRIMR" in its name contains one (1) connectivity and can only be used within one (1) business environment.

2.2.4. "BIOVIA Discoverant Nexus Distributed Network Connection" (VDN) DS Offering can be used to share data either only to, or only from another business environment.

2.2.5. DS Offerings used in a Non-Production Environment
A Non-Production Environment means a separated environment dedicated to development, testing, configuration, pre-production or quality assurance as opposed to a production environment, i.e. an environment under which the use of the DS Offerings is for Customer's business purpose
> DS Offering containing "test", "validation" or "development" in its name can only be used in a Non-Production Environment.
> Moreover, the DS Offerings VTT-CP, VVT-CP, VDT-CP, can only be used in a Non-Production Environment dedicated to CPV, Stability or MPA business environment as defined in section 2.2.2

2.2.6. DS Offering dedicated to Contract Manufacturing Organization (CMO): A Licensed Program granted under the System License licensing scheme of "BIOVIA Discoverant Independent of Product Base + 100 Users" (VPD-CM) DS Offering can be used for the purpose of managing one (1) manufacturing site belonging to a CMO, whatever number of products are manufactured on such site.
A Licensed Program granted under the System License licensing scheme of "BIOVIA Discoverant Independent of CMO Base + 100 Users" (VID-CM) DS Offerings can be used for the purpose of managing one (1) product manufactured by one (1) CMO, irrespective of the number of sites used to manufacture such product.
The two above DS Offerings (VPD-CM and VID-CM) include four (4) DS Offerings of "BIOVIA Discoverant Nexus CMO Concurrent Users (25 pack)" (VNU-CM), DS Offerings granted under the Concurrent Based licensing scheme. If the "BIOVIA Discoverant Nexus CMO Usage" (VUGCM) DS Offering has been ordered, Customer is granted the right to give access to the DS Offerings (VPD-CM and VID-CM) to CMO employees. Such employees shall solely use these DS Offerings for the sole and exclusive purpose of conducting business with Customer. The use of the DS Offerings by any such CMO employee 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the CMO employee performance of services for and on behalf of Customer, and 2) shall exclude any use by CMO employee (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.

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.

REMOTE USAGE
Subject to the export and re-export laws and regulations specified in Section "Export" of the Agreement, and the payment by Customer of all applicable taxes, if any, as provided in Section "taxes" of the Agreement , DS hereby grants Customer the right for Remote Display Usage of the following DS Offerings granted under Concurrent Based licensing scheme : VNU-MC, VNU-MS, VNU-FF, VNU-CD, VNU-LB, VNU-PC, VNU-CM (either granted standalone or as part of another DS Offering) under the following cumulative conditions:

i.   The maximum number of Remote Display Users at any time shall not exceed the number of ordered licenses of the given DS Offering;
ii.   The Remote Display User shall only use the DS Offerings for a business environment and for the Site such DS offering has been ordered;
iii.   Customer shall establish adequate security provisions (VPN, firewall, data encryption) to exclude potential misuse of Remote Display Usage.

iv.   Customer shall control the access of Remote Display Users to ensure that the total quantity of allowed Remote Display Users is not exceeded and that the Remote Display Users are only accessing and using the DS Offerings exhaustively listed above.

v.   Customer shall make the Remote Display Users knowledgeable of and ensure compliance with all applicable terms and conditions of the Agreement. Customer shall remain responsible for any breach of the terms of the Agreement by Remote Display Users.

vi.   During the term of the Agreement and for a period of three (3) years thereafter, Customer shall maintain accurate and complete records related to information about the security provisions applicable to the Remote Display Usage. Customer shall provide them to DS on written request.

vii.   It is understood and agreed by Customer that DS does not warrant that the DS Offerings work as specified in the Documentation using a Remote Display Usage environment.

viii.   In case of Support Service requests from Customer, Customer shall reproduce any incident on a local environment, meaning without Remote Display Usage before submitting such request. The Customer shall initiate the support request on behalf of the Remote Display User.

ix.   The Parties agree that in no event this right granted to Customer for Remote Display Usage as defined in this section shall be deemed and/or interpreted as a sub-license, a transfer and/or assignment of these DS Offerings.

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 Licensed Programs 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 Licensed Programs.

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 of the Licensed Programs themselves. Source code for these components is available upon request.

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE 1.0 available at https://opensource.org/licenses/CDDL-1.0:
-    jaxb

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE 1.1 available at https://spdx.org/licenses/CDDL-1.1.html:
-    JavaBeans Activation Framework (JAF)
-    JavaMail
-    JAXB 2.0 Project

Under the COMMON PUBLIC LICENSE, available at https://opensource.org/licenses/cpl1.0.php:
-    fitnesse
-    JUnit
-    Web Services Description Language for Java Toolkit - WSDL4J

Under the GNU LESSER GENERAL PUBLIC LICENSE 2.1, available at https://opensource.org/licenses/LGPL-2.1:
-    FindBugs
-    Java Native Access – JNA
-    The Coolest DHTML Calendar (JSCalendar)
-    UCanAccess
-    Woodstox
-    WZ Tooltip

Under the GNU LESSER GENERAL PUBLIC LICENSE 3.0, available at https://opensource.org/licenses/LGPL-3.0:
-    jscolor - JavaScript Color Picker

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 Licensed Programs that is in compliance with the terms of the Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer (or Licensee).

4.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement if Customer is granted licenses of Oracle software:
1. Customer shall have no right to distribute Oracle software.
2. Oracle is a third party beneficiary of the Agreement.

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.

Affiliate means any entity which is Controlled by Customer. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, Customer agrees to confirm in writing to DS the Affiliate status of a particular entity.

Affiliate's User means any Affiliate's employee, (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer or Affiliate and (iii) whose usual workplace is located within Affiliate's premises.

Attribute shall mean an individual data parameter (as displayed within the DS Offering) used an unlimited number of times within a single hierarchical representation of the manufacturing or process development that serves to organize data access and provide mapping to source data.

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.

Contract Manufacturing Organization (CMO) is an organization that manufactures a product or group of products as a subcontractor for for the Customer which is the sponsoring organization.

Controlled means:
(a)   in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or
(b)   in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

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.

Distributed Network is the right to connect multiple installations and share data across those installations.

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).

Remote Display Usage means the access and usage of a Licensed Program by a Remote Display User. The use of the DS Offering by a Remote Display User(s) 1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Remote Display User's performance of services for the exclusive internal needs of Customer and 2) shall exclude any use by Remote Display 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.

Remote Display User means an Affiliate's User who accesses a Licensed Program licensed to Customer and which is installed and executed on a Customer's Machine, remotely from locations outside Customer's premises via the internet (extranet or intranet) using a remote display protocol under the conditions specified in section OTHER PERMITTED USES FOR DS OFFERINGS of this OST. A remote display protocol is a special set of data transfer rules that makes it possible for a desktop hosted at one place to display on a client's screen at another location.

Site means a single building or group of buildings that constitutes a consistent business unit located at the same address belonging to that Customer and under its sole control or supervision. The Site is 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

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 (1) 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 Offerings.

6. TRADEMARKS

3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE 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.