

# DASSAULT SYSTEMES

## OFFERING SPECIFIC TERMS (OST) FOR

### BIOVIA Collaborative Science Release 2020

### BIOVIA Unified Lab Management Release 2020

## 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 DS Offerings 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 "Pipeline Pilot" in the name of the DS Offering***

Subject to the definition of System License below, each DS Offering provided under a System License that contains "Pipeline Pilot" in its name is permitted to be used on any number of production servers.

If the name of the Licensed Program(s) includes a specific reference to "Infrequent", use of such Licensed Program(s) by each User shall not exceed thirty (30) days per twelve (12) month period.

Any Named User that accesses such DS Offering for three (3) days or fewer per twelve (12) month period are not counted towards the number of Named User licenses.

**Licensed Programs containing “Materials Studio” or “Discovery Studio” in the name of the DS Offering**

Licensed Programs may be installed on up to three (3) redundant servers for use by the Customer.

**Licensed Programs packaged with other DS Offerings**

Licensed Programs identified in the table below include “Pipeline Pilot”. Use of Pipeline Pilot as delivered with the products listed below is expressly limited to use in connection with the Licensed Program(s) and is expressly prohibited from use on a standalone basis.

<b>DS Offering Name</b>	<b>Product Number</b>
<i>BIOVIA Assay</i>	<i>5NP-RAY</i>
<i>BIOVIA CISPro Base + 5 CISPro Users</i>	<i>5NB-CI5</i>
<i>BIOVIA CISPro Base + 50 Users</i>	<i>5NB-C5U</i>
<i>BIOVIA Discovery Studio Base</i>	<i>5CB-YBA</i>
<i>BIOVIA Discovery Studio Flexible Science Library + 8 Tokens</i>	<i>5MB-YFK</i>
<i>BIOVIA Discovery Studio Simultaneous User Complete</i>	<i>5CB-YSU</i>
<i>BIOVIA EBR Base + 5 EBR Users</i>	<i>5NB-EB5</i>
<i>BIOVIA Experiment Application</i>	<i>5MP-EXA</i>
<i>BIOVIA Insight</i>	<i>5NP-RIH</i>
<i>BIOVIA Insight for Excel</i>	<i>5NP-RIX</i>
<i>BIOVIA LES Base + 5 LES Users</i>	<i>5NB-LE5</i>
<i>BIOVIA LIMS Environmental Monitoring Base + 5 Environmental Monitoring Users</i>	<i>5NB-LV5</i>
<i>BIOVIA LIMS Inventory Management Base + 5 Inventory Management Users</i>	<i>5NB-LT5</i>
<i>BIOVIA LIMS Metrology Base + 5 Metrology Users</i>	<i>5NB-LM5</i>
<i>BIOVIA LIMS Sample Management Base + 5 Sample Management Users</i>	<i>5NB-LS5</i>
<i>BIOVIA LIMS Stability Management Base + 5 Stability Management Users</i>	<i>5NB-LY5</i>
<i>BIOVIA Materials Studio Base</i>	<i>5CB-LBK</i>
<i>BIOVIA Materials Studio Flexible Library + 10 Tokens</i>	<i>5MB-LLK</i>
<i>BIOVIA Materials Studio Materials Visualizer and Collection</i>	<i>5CB-LVC</i>
<i>BIOVIA Notebook Base + 50 Notebook Users</i>	<i>5NB-N50</i>
<i>BIOVIA Pipette Analysis</i>	<i>5CP-RPA</i>
<i>BIOVIA QSAR Workbench Prediction User</i>	<i>5NP-YQP</i>
<i>BIOVIA QSAR Workbench Professional User</i>	<i>5NP-YQF</i>
<i>BIOVIA QSAR Workbench Super User</i>	<i>5NP-YQR</i>
<i>BIOVIA Registration Registrar</i>	<i>5NP-RGI</i>
<i>BIOVIA Registration Search</i>	<i>5NP-RSH</i>
<i>BIOVIA Workbook Base + 5 Workbook Users</i>	<i>5NB-WBN</i>

Licensed Programs identified in the table below include “Draw Enterprise Edition”. Use of “Draw Enterprise Edition” as delivered with the products listed below is expressly limited to use in connection with the Licensed Program(s) and is expressly prohibited from use on a standalone basis.

<b>DS Offering Name</b>	<b>Product Number</b>
<i>BIOVIA Assay</i>	<i>5NP-RAY</i>
<i>BIOVIA Discovery Studio Base</i>	<i>5CB-YBA</i>
<i>BIOVIA Discovery Studio Flexible Science Library + 8 Tokens</i>	<i>5MB-YFK</i>
<i>BIOVIA Discovery Studio Simultaneous User Complete</i>	<i>5CB-YSU</i>
<i>BIOVIA EBR Base + 5 EBR Users</i>	<i>5NB-EB5</i>
<i>BIOVIA Experiment Application</i>	<i>5MP-EXA</i>

<i>BIOVIA Insight</i>	<i>5NP-RIH</i>
<i>BIOVIA Insight for Excel</i>	<i>5NP-RIX</i>
<i>BIOVIA LES Base + 5 LES Users</i>	<i>5NB-LE5</i>
<i>BIOVIA LIMS Environmental Monitoring Base + 5 Environmental Monitoring Users</i>	<i>5NB-LV5</i>
<i>BIOVIA LIMS Inventory Management Base + 5 Inventory Management Users</i>	<i>5NB-LT5</i>
<i>BIOVIA LIMS Metrology Base + 5 Metrology Users</i>	<i>5NB-LM5</i>
<i>BIOVIA LIMS Sample Management Base + 5 Sample Management Users</i>	<i>5NB-LS5</i>
<i>BIOVIA LIMS Stability Management Base + 5 Stability Management Users</i>	<i>5NB-LY5</i>
<i>BIOVIA Materials Studio Base</i>	<i>5CB-LBK</i>
<i>BIOVIA Materials Studio Flexible Library + 10 Tokens</i>	<i>5MB-LLK</i>
<i>BIOVIA Materials Studio Materials Visualizer and Collection</i>	<i>5CB-LVC</i>
<i>BIOVIA Notebook Base + 50 Notebook Users</i>	<i>5NB-N50</i>
<i>BIOVIA Notebook User</i>	<i>5NP-NBU</i>
<i>BIOVIA Pipeline Pilot Designer for Applications</i>	<i>5NP-IP4</i>
<i>BIOVIA Pipeline Pilot Professional User Full Time</i>	<i>5NP-IPU</i>
<i>BIOVIA Pipeline Pilot Professional User Infrequent</i>	<i>5NP-IPU-I</i>
<i>BIOVIA Pipeline Pilot Web User</i>	<i>5NP-IWU</i>
<i>BIOVIA QSAR Workbench Super User</i>	<i>5NP-YQR</i>
<i>BIOVIA Registration Registrar</i>	<i>5NP-RGI</i>
<i>BIOVIA Registration Search</i>	<i>5NP-RSH</i>
<i>BIOVIA Workbook Base + 5 Workbook Users</i>	<i>5NB-WBN</i>
<i>BIOVIA Workbook Reviewer</i>	<i>5NP-WBR</i>
<i>BIOVIA Workbook User</i>	<i>5NP-WBS</i>

Licensed Programs identified in the table below include "Direct." Use of "Direct" as delivered with the products listed below is expressly limited to use in connection with the Licensed Program(s) and is expressly prohibited from use on a standalone basis.

<b>DS Offering Name</b>	<b>Product Number</b>
<i>BIOVIA CISPro Base + 5 CISPro Users</i>	<i>5NB-CI5</i>
<i>BIOVIA CISPro Base + 50 Users</i>	<i>5NB-C5U</i>
<i>BIOVIA Discovery Studio Base</i>	<i>5CB-YBA</i>
<i>BIOVIA Discovery Studio Flexible Science Library + 8 Tokens</i>	<i>5MB-YFK</i>
<i>BIOVIA Discovery Studio Simultaneous User Complete</i>	<i>5CB-YSU</i>
<i>BIOVIA Insight</i>	<i>5NP-RIH</i>
<i>BIOVIA Notebook Base + 50 Notebook Users</i>	<i>5NB-N50</i>
<i>BIOVIA Pipeline Pilot Chemistry Collection for Application</i>	<i>5MP-IC4</i>
<i>BIOVIA Pipeline Pilot Chemistry Collection Full Time</i>	<i>5NP-ICH</i>
<i>BIOVIA Pipeline Pilot Chemistry Collection Infrequent</i>	<i>5NP-ICH-I</i>
<i>BIOVIA QSAR Workbench Prediction User</i>	<i>5NP-YQP</i>
<i>BIOVIA QSAR Workbench Professional User</i>	<i>5NP-YQF</i>
<i>BIOVIA QSAR Workbench Super User</i>	<i>5NP-YQR</i>
<i>BIOVIA Registration Registrar</i>	<i>5NP-RGI</i>
<i>BIOVIA Registration Search</i>	<i>5NP-RSH</i>
<i>BIOVIA Workbook Base + 5 Workbook Users</i>	<i>5NB-WBN</i>
<i>BIOVIA Workbook Reviewer</i>	<i>5NP-WBR</i>
<i>BIOVIA Workbook User</i>	<i>5NP-WBS</i>

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

Licensed Programs which contain “Site” in their name enables unlimited calculations for an unlimited number of Users for a specific Licensed Program at a Site.

### **Licensed Programs containing “Teaching” in the name of the DS Offering**

Academic use of the *BIOVIA Pipeline Pilot Teaching Suite + 30 Users (5CB-IUT)*, *BIOVIA Discovery Studio Teaching Suite + 30 Users (5CB-YUT)*, *BIOVIA Materials Studio Teaching Suite + 30 Users (5CB-LUT)*, and *BIOVIA COSMOsuite Teaching + 30 Users (5CB-CLT)* DS Offerings may be only for teaching and not for any research purposes.

### **Licensed Programs containing “Academic” in the name of the DS Offering**

Research use of the *BIOVIA Pipeline Pilot Academic Research Suite (5CB-IUR)*, *BIOVIA Discovery Studio Academic Research Suite (5CB-YUR)*, *BIOVIA Materials Studio Academic Research Suite (5CB-LUR)*, and *BIOVIA COSMOsuite Academic Research (5CB-CLR)* DS Offerings, may be 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 COMPONENTS**

The specific terms relating to the use of certain third party 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 COMPONENTS**

The DS Offerings may include open source 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.

Moreover, some open source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the DS Offerings themselves.

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

- biojava-core
- biojava-sequencing
- c3p0
- JBoss Transaction 1.0.1 API
- Hibernate
- Statistics-Basic
- InChI - International Chemical Identifier
- Sun Fortran Libraries
- CppUnit - C++ port of Junit
- GNU C Library – glibc
- BSH
- J Diff - HTML Report of API Differences
- JFreeChart - 1. JFreeChart
- p7zip - p7zip
- Cube
- DL-FIND
- ELPA
- FreeIPC
- JNI InChI Wrapper

- libNEGF
- LibXC
- semp\_disp\_corr.F90
- SparsKit
- MD5 – Devine
- FindBugs-Annotations
- BeanShell core
- c3p0
- EasySoap++
- Java Native Access - JNA
- jCIFS
- JRobin
- jxl
- Liquibase
- The Coolest DHTML Calendar (JSCalendar)
- XOM
- biojava3-core
- Jmol
- JSpecView Project
- NCBI Blast
- Quaqua
- Regex debugger for Java
- RHQ Plugin Annotations
- RINChi
- openey
- FFmpeg
- ImageJ
- openslide-java
- The Wine Project
- Cajo
- CSS Parser
- GnuWin32 - libiconv
- GnuWin32 - wget
- JChart2D
- jcifs
- KDE on Windows - libintl
- vbUnit3
- OWASP Commons Library
- OWL API
- Pdftohtml
- Im4java
- Inchi
- jBrowse
- XHTMLRenderer

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

- Ext.ux.PanelCollapsedTitle.js
- snpEff
- soapUI
- LibXC
- JSColor
- Less4j
- jscolor - JavaScript Color Picker
- javamelody
- Sonar :: Batch Bootstrapper
- Cygwin
- X - a cross-browser Javascript library (continuation of CBE)
- RSyntaxTextArea - rsyntaxtextarea
- global Ext
- Sencha Touch Framework
- syncany

Under the GNU GENERAL PUBLIC LICENSE, with SharpZipLib Exception, available at <http://icsharpcode.github.io/SharpZipLib/>:

- SharpZipLib

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

- CD-HIT
- Circos
- Clustal Omega
- CNV-seq
- DNAPlotter
- EMBOSS
- HMMER
- HMMER 3
- Java TreeView
- MIRA3
- mzWiff
- primer3
- prosite.pm
- SASHIMI - Trans-Proteomic Pipeline
- Sim4
- Velvet

Under the GNU GENERAL PUBLIC LICENSE version 2.0, with Classpath exception, available at <https://www.gnu.org/software/classpath/license.html>:

- Zulu build of OpenJDK for Windows

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

- Artemis
- Bismark
- Bowtie 2
- BreakDancerMax
- BWA
- BWA-MEM
- BWA-SW
- FASTQC
- GFFtoSAMJalview
- Jalview 2
- Mapreads/CoronaLite
- sff2fastq
- STAR
- Trimmomatic
- SWIG

Under the MOZILLA PUBLIC LICENSE version 1.0, available at <http://www-archive.mozilla.org/MPL/1.0.html>:

- MojoZoomJS

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

- Javassist
- Saxon XSLT and XQuery Processor – saxon
- Mozilla
- Mozilla XPCOM
- Mozilla Rhino: JavaScript for Java
- substance-flamingo - com.github.insubstantial:substance-flamingo
- Cairo Vector Graphics Library
- iText, a JAVA-PDF library
- Bytescout.BarCode
- HtmlUnit Core JS

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

- Mozilla Rhino: JavaScript for Java
- mongodb-morphia
- iText, a JAVA-PDF library
- Sablotron



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

- H2 Database Engine
- JPA 2.1 API
- mchange-commons-java library
- Eclipse Communication Framework (ECF)
- Eclipse Graphical Modeling Framework (GMF)
- Eclipse Project
- Eclipse wst - web standard tools
- Javax Persistence API 2.0
- JUnit
- org.eclipse.emf.common
- org.eclipse.emf.ecore.xmi
- org.eclipse.equinox.app\_1.3.200.v20130910-1609.jar - org.eclipse.birt.runtime:org.eclipse.equinox.ap
- org.eclipse.equinox.common\_3.6.200.v20130402-1505.jar - org.eclipse.birt.runtime:org.eclipse.equinox
- org.eclipse.equinox.jsp.jasper
- org.eclipse.equinox.preferences\_3.5.200.v20140224-1527.jar - org.eclipse.birt.runtime:org.eclipse.eq
- org.eclipse.osgi
- Aether
- Eclipse JDT Core
- Logback Classic Module
- Logback Core Module
- mchange-commons-java
- tibcopagebus4gwt
- mchange-commons-java
- AspectJ weaver
- AspectJ runtime
- Eclipse JDT Core Batch Compiler
- j2v8
- PowerCollections

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at <https://opensource.org/licenses/CDDL-1.0>:

- SOAP with Attachments API for Java (SAAJ)
- Javax.servlet API V.2.5
- Java API for XML Web Services (JAX-WS)
- Java Transaction API
- JavaMail API
- JAX-WS (JSR-224) Reference Implementation Tools
- JAX-WS tools
- JAXB Runtime
- Jaxrpc-impl
- jsr250-api
- Net Beans C/C++ Development Pack
- Net Beans IDE
- StAX-Ex
- streambuffer
- JSR-250 Common Annotations for the Java™ Platform
- JSTL - JavaServer Pages Standard Tag Library
- Tiger-types
- Metro

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.1, available at <https://spdx.org/licenses/CDDL-1.1.html>:

- Java Servlet API
- Jersey-client
- Jersey-core
- Jersey-json
- JSR-311 - JAX-RS - The Java API for RESTful Web Services (Jersey)
- Java API for XML-Based RPC (JAX-RPC)
- JavaMail API (compat)
- JAX-WS RI Fast Infoset Support (rt-fi)
- jaxb
- JSR-181 Maintenance Release 1
- Pull API for parsing MIME messages – MIMEpull
- SOAP with Attachments API for Java (SAAJ)

- HK2 API module
- JavaMail API
- javax.annotation API
- javax.transaction API
- javax.ws.rs-api
- JAXB 2.0 Project
- jaxb-impl
- Java API for XML Based snpRPC
- Java API for XML Parsing - JAXP
- Jersey
- jersey-media-moxy
- jersey-media-multipart
- jsr173
- JSR-311 - JAX-RS - The Java API for RESTful Web Services (Jersey)
- JAX-WS tools
- Jersey-server
- JRuby

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

- JUnit
- Web Services Description Language for Java Toolkit - WSDL4J
- EMMA code coverage
- Jaas Security
- Windows Installer XML (WiX) toolset
- SW Test Automation Framework - staf
- Pydev for eclipse

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

- Code Project - LogParser DataProvider for ADO.NET
- Code Project - ZipFS: Using ZIP files as virtual directories or read-only resource c
- Code Project - The Ultimate Grid Cell Types
- Code Project - GRETA - How to use Regular Expressions in Visual C++ correctly

Under the CREATIVE COMMONS ATTRIBUTION NO DERIVATIVES 1.0 LICENSE, available at <https://creativecommons.org/licenses/by-nd/1.0/>:

- Uniprot

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

- Silk Icons
- jcip-annotations

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

- Font Awesome - org.webjars:font-awesome
- Fugue Icons

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

- WiX Toolset

Under the gSOAP PUBLIC LICENSE version 1.3a, available at <http://alien.cern.ch/cache/gsoap2.7-2.7/soapcpp2/license.html>:

- gSOAP Toolkit

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):

- components-font-awesome
- Font-Awesome

Source code for open source software components is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by DS under the Agreement apply to all 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 TERMS

The following terms apply in addition to the Agreement:

### 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 and indemnification 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.

### 5.1 GENERAL DEFINITIONS

**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" or "Toolkit" or "Development Toolkit" 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).

**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.

## **GENERAL DEFINITION SPECIFIC TO THIS OST**

**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.

### **5.2 PRICING STRUCTURE DEFINITIONS**

**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.

### **5.3 LICENSING SCHEME DEFINITIONS**

**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 (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

COSMOlogic, 3DEXPERIENCE, the Compass icon and the 3DS logo, CATIA, BIOVIA, GEOVIA, SOLIDWORKS, 3DVIA, ENOVIA, EXALEAD, NETVIBES, CENTRIC PLM, 3DEXCITE, SIMULIA, DELMIA and IFWE 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.

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