

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

BIOVIA Process Production Operations Release 2019

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
- 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

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

DS Offerings are licensed under one of the following specific business environments as identified in the applicable Transaction Document:

- **Manufacturing Cell** means 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 of these operations must be located at the same Site and include all of the associated sensor, control, data collection and other systems required to execute

such operations. DS Offerings permitted to be used in a Manufacturing Cell include “-MC” in the Product Number such as 5CP-VNU-MC.

- **Manufacturing Site** means multiple Manufacturing Cells located at the same Site. DS Offerings permitted to be used in a Manufacturing Site include “-MS” in the Product Number such as 5CP-VNU-MS.
- **Fill/Finish** means any operation corresponding to fill and/or finishing activities performed at the Site regardless of the number of Customer’s processes, products or product presentations. DS Offerings permitted to be used in a Fill/Finish include “-FF” in the Product Number such as 5CP-VNU-FF.
- **Pre-Clinical Development** means any pre-clinical process development activities performed at the Site regardless of the number of Customer’s processes, products or product presentations. DS Offerings permitted to be used in a Pre-Clinical Development include “-PC” in the Product Number such as 5CP-VNU-PC.
- **Clinical Development** means any clinical process development activities at the Site regardless of the number of Customer’s processes, products or product presentations. DS Offerings permitted to be used in a Clinical Development include “-CD” in the Product Number such as 5CP-VNU-CD.
- **Laboratory** means 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 permitted to be used in a Laboratory include “-LB” in the Product Number such as 5CP-VNU-LB.

For the above business environments, the following further conditions apply:

- For a DS Offering licensed as a System License and containing “Data Source” in its name, such DS Offering enables the use of an external Data Source in the business environment. In order to connect each type of data source to the business environment, a DS Offering which contains “Direct Connect” in its name is required. A “Direct Connect” DS Offering connects to one (1) and only one (1) type of data source. Example: Oracle is one type of Data Source, and each “Direct Connect” DS Offering may be used to connect to a single or multiple Oracle database(s) not to exceed the total number of “Data Source” licenses.
- The following DS Offerings include three (3) Data Source licenses:

DS Offering Name	Product Number
BIOVIA Discoverant Nexus Clinical Development Base + 25 Users	5MB-VNB-CD
BIOVIA Discoverant Nexus CPV Base + 60 Attributes	5MB-VC6-CP
BIOVIA Discoverant Nexus Fill/Finish Base + 25 Users	5MB-VNB-FF
BIOVIA Discoverant Nexus Laboratory Base + 25 Users	5MB-VNB-LB
BIOVIA Discoverant Nexus Manufacturing Cell Base + 25 Users	5MB-VNB-MC
BIOVIA Discoverant Nexus Manufacturing Site Base + 25 Users	5MB-VNB-MS
BIOVIA Discoverant Nexus MPA Base + 60 Attributes	5MB-VM6-CP
BIOVIA Discoverant Nexus Stability Base + 60 Attributes	5MB-VS6-CP

2.2.2. PRIMR DS Offerings: Each DS Offering containing “PRIMR” in its name includes one (1) connection to a single business environment.

2.2.3. BIOVIA Discoverant Nexus Distributed Network Connection (5MP-VDN) DS Offering may be used to share data either only to, or only from a single business environment.

2.2.4. DS Offerings used in a Non-Production Environment

A Non-Production Environment means a separate environment dedicated to development, testing, 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 environment”, “validation environment” or “development environment” in its name may only be used in a Non-Production Environment.
- Moreover, the *BIOVIA Discoverant Nexus CPV/Stability/MPA Validation Environment (5MP-VTT-CP)*, *BIOVIA Discoverant Nexus Validation Environment (5MP-VVT-CP)* and *BIOVIA Discoverant Nexus Development Environment (5MP-VDT-CP)* DS Offerings may only be used in a Non-Production Environment .

2.2.5. Contract Manufacturing Organization (CMO) DS Offering(s): *BIOVIA Discoverant Independent of Product Base + 100 Users (5MB-VPD-CM)* DS Offering may be used for the purpose of managing one (1) manufacturing site belonging to a CMO, regardless of the number of products manufactured at such site.

BIOVIA Discoverant Independent of CMO Base + 100 Users (5MB-VID-CM) DS Offering may be used for the purpose of managing one (1) product manufactured irrespective of the number of Sites or CMOs used to manufacture such product.

The two (2) above DS Offerings (5MB-VPD-CM) and (5MB-VID-CM) may only be purchased by the Customer for use by a contracted CMO. Each of the DS Offerings above include three (3) Data Source licenses.

BIOVIA Discoverant Nexus CMO Usage (5MP-VUG-CM) DS Offering:

Customer is granted the right to give Remote Display User access to the 5MB-VPD-CM and 5MB-VID-CM DS Offerings 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 benefit or any other third party's benefit, 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 DISPLAY USAGE Subject to the export and re-export laws and regulations specified in the Agreement, and the payment by Customer of all applicable taxes, if any, as provided in the Agreement, DS hereby grants Customer the right for Remote Display Usage of the following DS Offerings granted under Concurrent Based licensing scheme: 5CP-VNU-CD, 5CP-VNU-CM, 5CP-VNU-FF, 5CP-VNU-LB, 5CP-VNU-MC, 5CP-VNU-MS, 5CP-VNU-PC (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 the Site corresponding to such DS offering.
- iii. Customer shall establish adequate security provisions (i.e. VPN, firewall, data encryption) to prevent 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 does not exceed the number licenses of the given DS Offering and that the Remote Display Users are accessing and using solely the DS Offerings listed above.
- v. Customer shall make the Remote Display Users knowledgeable of and require 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 Remote Display Usage. Customer shall provide such records to DS upon 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 shall the Remote Display Usage right granted to Customer as defined in this section be deemed and/or interpreted as a sub-license, a transfer and/or an assignment of these DS Offerings.

4. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

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 COMPONENTS

The Licensed Programs 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 Licensed Programs.

The following open source components are 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 Licensed Programs themselves.

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

- JavaMail

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

- Fitness
- JUnit
- Web Services Description Language for Java Toolkit - WSDL4J

Under the ECLIPSE PUBLIC LICENSE 1.0, available at <https://opensource.org/licenses/EPL-1.0>:

- Waffle

Under the GNU LESSER GENERAL PUBLIC LICENSE 2.1, available at <https://opensource.org/licenses/LGPL-2.1>:

- FindBugs
- The Coolest DHTML Calendar (JSCalendar)
- UCanAccess
- WZ Tooltip

Under the GNU LESSER GENERAL PUBLIC LICENSE 3.0, available at <https://opensource.org/licenses/LGPL-3.0>:

- jscolor - JavaScript Color Picker

Under the GNU GENERAL PUBLIC LICENSE 2.0 WITH CLASSPATH EXCEPTION, available at <https://www.gnu.org/software/classpath/license.html>:

- JAXB Core
- Jersey
- oauth-server

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 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 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 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, as displayed within the DS Offering.

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 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 as the Site ID for the Customer 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.