

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

BIOVIA Process Production Operations Release 2024

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 3DS 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 3DS 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

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 3DS 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) 3DS 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

2.2.1 Business environments

3DS Offerings are licensed under one of the following specific business environments as identified in the applicable Transaction Document:

- 3DS Offerings with "Manufacturing Site" in the name means multiple Manufacturing Cells located at the same Site.
- 3DS Offerings with "Manufacturing Cell" in the name 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 at the same Site.
- 3DS Offerings with "Fill/Finish" in the name 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.

- 3DS Offerings with “Clinical Development” in the name means any clinical process development activities at the Site regardless of the number of Customer’s processes, products or product presentations.
- 3DS Offerings with “Pre-Clinical Development” in the name means any pre-clinical process development activities performed at the Site regardless of the number of Customer’s processes, products or product presentations.
- 3DS Offerings with “Laboratory” in the name 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.
- 3DS Offerings with “Limited Attributes” in the name means a Manufacturing Site with usage of seven hundred fifty (750) Attributes in the database hierarchy.

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

- For a 3DS Offering licensed as a System License and containing “Data Source” in its name, such 3DS Offering enables the use of an external data source in the business environment.
- The 3DS Offerings listed in the table below include three (3) data source licenses:
- In order to connect each type of data source to the business environment, a 3DS Offering which contains “Direct Connect” in its name is required. A “Direct Connect” 3DS 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” 3DS Offering may be used to connect to a single or multiple Oracle database(s) not to exceed the total number of “Data Source” licenses.
- Users included in the 3DS Offerings listed in the table below are Concurrent Users.
- 3DS Offerings which include “-CD”, “-MC”, “-MS”, “-CP”, “-FF”, “-CM”, or “-LB” in the product number are permitted to be licensed together and used with the 3DS Offerings listed in the table below with the same “-CD”, “-MC”, “-MS”, “-CP”, “-FF”, “-CM”, or “-LB” extension.

3DS Offering Name	Product Number
<i>BIOVIA Discoverant Nexus Clinical Development Base + 25 Users</i>	<i>5MB-VNB-CD</i>
<i>BIOVIA Discoverant Nexus CPV Base + 60 Attributes</i>	<i>5MB-VC6-CP</i>
<i>BIOVIA Discoverant Nexus Fill/Finish Base + 25 Users</i>	<i>5MB-VNB-FF</i>
<i>BIOVIA Discoverant Nexus Laboratory Base + 25 Users</i>	<i>5MB-VNB-LB</i>
<i>BIOVIA Discoverant Nexus Manufacturing Cell Base + 25 Users</i>	<i>5MB-VNB-MC</i>
<i>BIOVIA Discoverant Nexus Manufacturing Site Base + 25 Users</i>	<i>5MB-VNB-MS</i>
<i>BIOVIA Discoverant Nexus MPA Base + 60 Attributes</i>	<i>5MB-VM6-CP</i>
<i>BIOVIA Discoverant Nexus Stability Base + 60 Attributes</i>	<i>5MB-VS6-CP</i>
<i>BIOVIA Discoverant Nexus CMO Independent of Product Base + 100 users</i>	<i>5MB-VID-CM</i>
<i>BIOVIA Discoverant Nexus Product Independent of CMO Base + 100 users</i>	<i>5MB-VPD-CM</i>

- The 3DS Offerings listed in the table below include ten (10) “Data Source” licenses and “Direct Connect” licenses necessary for connecting to the supported data sources.
- The 3DS Offerings listed in the table below require additional Named User Based licenses.

3DS Offering Name	Product Number
<i>BIOVIA Discoverant Manufacturing Site</i>	<i>5MB-VMF</i>
<i>BIOVIA Discoverant Clinical Development</i>	<i>5MB-VCD</i>
<i>BIOVIA Discoverant Fill Finish</i>	<i>5MB-VFF</i>
<i>BIOVIA Discoverant CMO for all Products</i>	<i>5MB-VMO</i>
<i>BIOVIA Discoverant Single Product for all CMOs</i>	<i>5MB-V1P</i>
<i>BIOVIA Discoverant Limited Attributes</i>	<i>5MB-VLA</i>

2.2.2. BIOVIA Discoverant Nexus Distributed Network Connection (5MP-VDN) 3DS Offering may be used to share data either only to, or only from a single business environment.

2.2.3. 3DS 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 3DS Offerings is for Customer’s business purpose.

3DS Offering containing “test environment”, “validation environment” or “development environment” in its name may only be used in a Non-Production Environment.

2.2.4. Contract Manufacturing Organization (CMO) 3DS Offerings

BIOVIA Discoverant Nexus Product Independent of CMO Base + 100 Users (5MB-VPD-CM) and *BIOVIA Discoverant CMO for all Products (5MB-VMO)* 3DS Offerings 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 Nexus CMO Independent of Product Base + 100 Users (5MB-VID-CM) and *BIOVIA Discoverant Single Product for all CMOs (5MB-V1P)* 3DS Offerings 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 four (4) above 3DS Offerings, *BIOVIA Discoverant Nexus Product Independent of CMO Base + 100 Users (5MB-VPD-CM)*, *BIOVIA Discoverant Nexus CMO Independent of Product Base + 100 Users (5MB-VID-CM)*, *BIOVIA Discoverant CMO for all Products (5MB-VMO)* and *BIOVIA Discoverant Single Product for all CMOs (5MB-V1P)*, may only be purchased by the Customer for use by a contracted CMO.

2.2.5. Discoverant Starter Pack

BIOVIA Discoverant Starter Pack (5MB-VSP) includes 22 Named User licenses and permits up to 60 attributes with no limitation on external data sources or hierarchies.

3. OTHER PERMITTED USES FOR 3DS 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 3DS. Customer shall indemnify and defend 3DS 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, 3DS hereby grants Customer the right for Remote Display Usage of the following 3DS Offerings: *BIOVIA Discoverant Nexus Clinical Development Concurrent Users (25 Pack) (5CP-VNU-CD)*, *BIOVIA Discoverant Nexus CMO Concurrent Users (25 Pack) (5CP-VNU-CM)*, *BIOVIA Discoverant Nexus Fill/Finish Concurrent Users (25 Pack) (5CP-VNU-FF)*, *BIOVIA Discoverant Nexus Laboratory Concurrent Users (25 Pack) (5CP-VNU-LB)*, *BIOVIA Discoverant Nexus Manufacturing Cell Concurrent Users (25 Pack) (5CP-VNU-MC)*, *BIOVIA Discoverant Nexus Manufacturing Site Concurrent Users (25 Pack) (5CP-VNU-MS)*, *BIOVIA Discoverant Nexus Pre-Clinical Development Concurrent Users (25 Pack) (5CP-VNU-PC)*, *BIOVIA Discoverant Observational User (5NP-VOU)*, *BIOVIA Discoverant PRIMR User (5NP-VRU)*, *BIOVIA Discoverant Process Scientist User (5NP-VPU)* and *BIOVIA Discoverant Developer Admin (5NP-VAD)*, either granted standalone or as part of another 3DS 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 3DS Offering.
- ii. The Remote Display User shall only use the 3DS Offerings for the Site corresponding to such 3DS 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 of licenses of the given 3DS Offering and that the Remote Display Users are accessing and using solely the 3DS 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 3DS upon request.
- vii. It is understood and agreed by Customer that 3DS does not warrant that the 3DS 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 3DS Offerings.

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 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The 3DS 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 3DS 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 3DS Offerings themselves.

Source code for open source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS 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 also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at <https://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.
10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Customer for use with the given 3DS Offering under the separate third party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third party 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 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS 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 3DS 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 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

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

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

Teleworking means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings for its Users).

Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

GENERAL DEFINITIONS SPECIFIC TO THIS OST

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 3DS the Affiliate status of a particular entity.

Affiliate's User means any Affiliate's employee, (i) who accesses a 3DS 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 3DS Offering.

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

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

Remote Display Usage means the access and usage of a Licensed Program by a Remote Display User. The use of the 3DS Offering by a Remote Display User 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 3DS 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 3DS 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 (1) 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.

5.2 PRICING STRUCTURE DEFINITIONS

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS 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 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS 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 3DS Offering in a given country, as published at <https://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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering.

PLC means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a 3DS Offering entitles Customer to (i) a three (3) months license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such quarter, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS 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 3DS Offering.

TBL means Term Based License charge applicable to each license of a 3DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a 3DS 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 3DS Offering made available by 3DS 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 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a 3DS Offering entitles Customer to (i) a one (1) year license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS 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 3DS Offering in a given country, as published at <https://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 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

5.3 LICENSING SCHEME DEFINITIONS

Concurrent (or Floating) Based. Use of a 3DS 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 3DS Offering from a single machine at any given time.

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Named User Based. Use of a 3DS 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 3DS 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 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS’s request, Customer shall provide 3DS 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 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS 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 3DS 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 3DS 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 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to “Departmental Site License”, such 3DS 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 3DS Offerings rights to use, to be granted a System License.

Token Based. Use of a 3DS 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 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS 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 3DS Offerings.

6. TRADEMARKS

The trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French “société européenne” (322 306 440 R.C.S. Versailles), or its subsidiaries in the United States 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.

3DS Offerings and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.