

DASSAULT SYSTEMES THIRD PARTY TERMS (TPT) FOR BIOVIA COSMOlogic Release 2019 LICENSED PROGRAMS ADDITIONAL TERMS #1

These additional terms #1 supplement the Third Party Terms for BIOVIA COSMOlogic Release 2019 Licensed Programs and are an integral part of such Third Party Terms. Except as expressly supplemented by these additional terms #1, all terms and conditions of the Third Party Terms for BIOVIA COSMOlogic Release 2019 Licensed Programs shall remain in full force and effect.

The Third Party Terms for BIOVIA COSMOlogic Release 2019 Licensed Programs together with these additional terms #1 (TPT) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement ("Agreement") between DS and Customer, which refers to this TPT. In the event of a discrepancy, inconsistency or contradiction between this TPT and the other terms of the Agreement, the provisions of this TPT shall prevail, but only with respect to the Licensed Programs to which this TPT applies. Customer acknowledges that it has full knowledge of all the terms of this TPT and those incorporated herein by reference.

2. ADDITIONAL THIRD PARTY TERMS

The following provisions supplement those of the corresponding section of the Third Party Terms for BIOVIA COSMOlogic Release 2019 Licensed Programs:

TURBOMOLE SOFTWARE

1. SOFTWARE

Rights and obligations of Customer and DS concerning the software package TURBOMOLE:

Originally, TURBOMOLE is a development of the University of Karlsruhe and of the Forschungszentrum Karlsruhe GmbH. Since June 2007, TURBOMOLE is developed and its rights are held by TURBOMOLE GmbH. TURBOMOLE consists of a suite of executable programs and scripts for a limited number of hardware platforms (as specified in the Transaction Document and invoice). TURBOMOLE is a software performing quantum chemical calculations as described in <http://www.turbomole.com>.

2. LICENSE

Based on the distribution contract between TURBOMOLE GmbH and DS, DS hereby grants Customer the right for the non-exclusive, non-transferable, perpetual use of the software TURBOMOLE by all members of the organizational subunit defined as Customer above. Each User has the right to install and use the software on one or more computers of Customer, with the limitations given by the license type and hardware platforms licensed.

The usage for serving external purposes is prohibited unless explicitly allowed by DS.

It is prohibited to make the software or copies of it accessible to unauthorized users.

Disassembly and reverse engineering of the binaries and distributed libraries is prohibited.

3. OWNERSHIP AND COPYRIGHT

Ownership of, and title to, the TURBOMOLE Software (including any additional copies) shall be held by TURBOMOLE GmbH. Copies of the Software and Documentation are provided to Customer only for the limited purposes set out herein.

4. USAGE OF RUNTIME LIBRARIES

Redistributing, sublicense or transfer any of the runtime libraries that are used by the binaries is prohibited. You may NOT use the runtime libraries for other purposes than to run TURBOMOLE.

3. EXCLUSIONS

The following provisions supersede those of the corresponding section of the Third Party Terms for BIOVIA COSMOlogic Release 2019 Licensed Programs:

TURBOMOLE Software is being supplied by TURBOMOLE GmbH 'as is', without any warranties or liabilities.