

ASTER Technologies SAS

Additional Terms

License Terms

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These license terms ("Agreement") govern the licensing of products ("Offerings") by ASTER ("Supplier") to the buyer ("Customer"). The aforementioned parties are individually referred to as a party ("Party") and collectively as the parties ("Parties"). Additional Terms apply to each Offering as per the Order Form.

1 GENERAL DEFINITIONS

Additional Terms means the terms specific to a particular Offering as set forth in or incorporated into an Order Form.

Affiliate means any person or entity directly or indirectly controlling, controlled by, or under common control with a party. Control means the power to direct the management of such entity, either by majority of voting rights or otherwise.

Agreement means an agreement between ASTER and Customer or any of their respective Affiliates to an Order Form. Terms and conditions not contained or referenced in the Order Form shall not be considered a part of the Agreement. Each Order Form agreed to between the Parties or their Affiliates constitutes a separate Agreement.

ASTER means ASTER Technologies SAS or any Affiliate of ASTER as specified on the Order Form.

Customer means the entity specified on the Order Form as the recipient of the Offering.

Internal Business Purposes means use of the Solution for Customer's internal business activities, which may include providing value-added services to third parties, but does not include use of the Solution for providing data processing services, serving as an application service provider, or providing batch processing services.

License means the right to use a Solution as granted to Customer in an Order Form based on these additional license terms.

License Geography means the location where the Solution may be used as set out in the Order Form. The License Geography is specified for each Solution in the Order Form through an ASTER Product Code. If no License Geography is specified, the Solution is licensed as "Nodelock".

License Key means a software license management and security tool or other device that ASTER uses to allow Customer access to the Solutions.

License Term means the period during which Customer is authorized to use the Solution as set forth in the Order Form. The License Term may be specified as a Perpetual License, Subscription License or Rental License.

License Type means the type of license being granted in an Agreement, which specifies the usage rights associated with Licenses, as further described at <https://aster-technologies.com/en/try-and-buy/software-licenses/>. License Types specified for each Solution in the Order Form through an ASTER Product Code.

Offering means the products and/or services provided under an Order Form.

Order Form means a document which (i) incorporates these General Terms and Conditions and the applicable Additional Terms and (ii) specifies the Offering to be provided under the Agreement.

Perpetual License means a paid-up license that can only be terminated in accordance with the Agreement.

Rental License means a License with a fixed term of 3 months minimum and 6 months maximum.

Representative means a third party authorized by ASTER to distribute and/or support an Offering.

Solution means software offered by ASTER as part of an Offering, including any accompanying documentation and any updates or upgrades thereto.

Subscription License means a License with a fixed term.

User means an employee of Customer, Customer's Affiliates or Contract User or an individual Contract User.

2 LICENSE GRANT

2.1: ASTER grants to Customer a non-exclusive, non-assignable, non-transferable and non-sublicensable License to use the Solution in object code only:

- 2.1.1:** During the License Term;
- 2.1.2:** In the License Geography;
- 2.1.3:** Within the scope of the License Type.

Certain Solutions may come with additional rights or restrictions. These rights and restrictions are specified for each Solution in the Order Form.

2.2: ASTER reserves the right to deny use of Licenses by Affiliates of Customer that become an Affiliate after the effective date of the respective Agreement (e.g., as the result of an acquisition or change of control).

2.3: The Solution may only be used by Users and only for Internal Business Purposes. Customer is responsible for any breach of the Agreement by its Users.

2.4: ASTER is not conveying to Customer any title, ownership, copyright or any other intellectual property rights in or related to the Solution. ASTER reserves all rights in and to the Solution which are not expressly granted to Customer in an Agreement.

2.5: Customer shall not translate, modify, reverse engineer, decompile, disassemble or decode the Solution or any part thereof.

2.6: Customer is responsible for installation of the Solution. Customer may make copies of the Solution only as necessary for Customer's back-up or archival purposes. In no event shall Customer remove or modify any copyright notices or other proprietary markings contained within the Solution and will ensure that such notices are reproduced in all copies of the Solution.

3 LICENSE KEY

Use of the Solution may be controlled by License Keys that ASTER will provide to Customer. LICENSE KEYS MAY LIMIT THE SOLUTION'S USE AND REQUIRE CUSTOMER TO OBTAIN NEW LICENSE KEYS IF THE NUMBER OF USERS, AND/OR THE TYPE OF LICENSE, AND/OR THE GEOGRAPHICAL AREA CHANGES. Customer shall not modify the License Key in any way.

4 WARRANTIES

ASTER warrants that:

4.1: Except as otherwise noted in the copyright messages that are part of the Solution, ASTER is the developer and owner of the Solution, and has the sole and exclusive right to license the Solution to Customers;

4.2: For Perpetual License, the Solution will perform substantially in accordance with the technical specifications for the Solution for a period of one (1) year from date of delivery to the Customer (the "Solution Warranty Period"). If ASTER receives notification of defects during the Solution Warranty Period, ASTER will repair the problems in the Solution. Beyond the Solution Warranty Period, Customer can purchase maintenance services in accordance with the Additional Terms (en-Additional Terms_Maintenance.pdf);

4.3: For Rental and Subscription License, the Solution will perform substantially in accordance with the technical specifications during their License Terms. If ASTER receives notification of defects during the License Term, ASTER will repair the problems in the Solution.

5 LIMITATION OF WARRANTY

5.1: The entire and exclusive liability shall be limited to replacement of the defective media and documentation, and repair of the problems in the Solution.

5.2: In no case shall ASTER be responsible for any other damages, including but not limited to, loss of profit, data, or use of the Solution, or any special, incidental, or consequential damages that arise from the use of the Solution.

5.3: In no event will ASTER's liability for damages to you ever exceed the actual payment received by ASTER from you for the Solution, regardless of the nature of the claim.

5.4: This Warranty is void if failure of the Solution or hardware has resulted from accident, abuse, or misapplication.

5.5: Any replacement Solution will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer.

5.6: To the maximum extent permitted by applicable law, ASTER disclaims all other warranties, either express or implied, including but not limited to implied warranties or merchantability and fitness for a particular purpose, with respect to the Solution, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction; and

5.7: To the maximum extent permitted by applicable law, in no event shall ASTER be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may apply to you.

6 ANTI PIRACY

6.1: Upon fifteen days prior notice to Customer, at ASTER's own cost and no more than once per year, ASTER may review and examine Customer's License usage for compliance with this Agreement. ASTER may, in its sole discretion, elect to conduct this review with either its own personnel or a third-party independent audit firm. Customer shall provide ASTER and/or the audit firm with access to (i) Customer's premises during business hours and (ii) all relevant data, files and information requested by ASTER. If any non-compliant or unauthorized use of the Solution(s) is found, Customer shall pay the then current list price for such Solution(s) and any other damages suffered by ASTER within thirty (30) days.

6.2: ASTER may embed the Solution with anti-piracy technology, that activates and reports, if the Solution(s) or license keys have been tampered with or replaced with unauthorized versions. ASTER may collect, use and store the usage information solely for this license compliance purpose according to applicable data protection laws, as further detailed at <https://aster-technologies.com/en/privacy-policy/>.

6.3: Customer shall inform all Users of the Solution about the provisions in this section 6 respecting data processing and shall only allow Users to use the Solution or contact ASTER that either have consented to such processing or whose consent is not required under applicable law.