

ASTER Technologies SAS

Additional Terms

Maintenance Terms

ASTER Technologies S.A.S. | Tel. +33 2 99 83 01 01

"Le Kleber" Bat B – 55bis, Rue de Rennes | Fax +33 2 99 83 01 00

F – 35510 CESSON-SEVIGNE - France | Email: sales@aster-technologies.com

www.aster-technologies.com

ASTER Technologies S.A.S. with assets of 500 000 euros • 391 892 979 RCS Rennes • APE 7112B



These maintenance terms ("Agreement") govern the maintenance ("Offerings") by ASTER ("Supplier") to the buyer ("Customer"). The aforementioned parties are individually referred to as a "Party" and collectively as the "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.

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

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.

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

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 having followed a training.

2 MAINTENANCE

2.1: Maintenance services ("Maintenance") consist of (i) reasonable telephone, email or web-based support regarding the use of the Solution ("Technical Support") and (ii) Solution releases or corrections provided by ASTER ("Technical Enhancements"). Technical Enhancements may require Customer to update respective operating systems and other software that interacts with the Solution.

2.2: Maintenance is included with Subscription and Rental Licenses during their License Term. Maintenance must be purchased separately for any Perpetual Licenses.

2.3: During the term of the Maintenance contract, Customers may modify their License configuration by purchasing additional options.

3 TECHNICAL SUPPORT

3.1: Unlimited telephone support calls are provided during business office hours, Monday to Friday, excluding public holidays. The phone numbers are: +33 2 99 83 01 01; +44 1702 304810; +1 719 264 7698.

3.2: Users may also define their problems or queries via email at the following address support@aster-technologies.com. This mode of communication allows users to send attachments to the technical support team. Our team can view the documents, detect errors, return files by email, or call the User if necessary.

3.3: Online meeting, desktop sharing and video conferencing can be scheduled if necessary.

3.4: Technical Support is provided by ASTER, its Affiliates or Representatives (as applicable). Technical Support will be provided to Customer and its Affiliates at the locations specified by Customer that are within the applicable License Geography of the Solution.

3.5: Technical Support do not include:

3.5.1: Services related to the correction of anomalies caused by incorrect use of the Solution, in particular as a result of non-compliance with the documentation;

3.5.2: Services related to the correction of anomalies caused by a malfunction of the Customer's hardware and/or software hosted by the Customer;

3.5.3: Services not directly related to the Solution;

3.5.4: Any anomaly resulting from the integration by the Customer of software not licensed by ASTER on his computer configuration.

3.6: Technical Support does not replace training, it is reserved exclusively for *TestWay-Express* including *twSystem* and *twDocumentor*, *FabExpress*, *DfMExpress*, *QuadView* and *Quad* family trained users. Support does not include site visits. If necessary, on-site support can be provided according to the criteria detailed below.

3.7: On-site support will be provided upon execution of an Order Form.

4 TECHNICAL ENHANCEMENTS

4.1: During the term of the Maintenance contract, Customers are entitled to all Solution updates, downloadable at <https://aster-technologies.com/en/support/>, without additional costs, for the License configuration purchased. It also includes modifications to new versions of operating systems currently supported. Technical Enhancements will be provided at such times as determined solely by ASTER.

4.2: For any new features or performance improvements made to the Solution, ASTER reserves the right to determine if a change comes free, as part of Maintenance, or considered as new options which require an update of the License.

5 LIMITATION OF LIABILITY

5.1: ASTER, its Affiliates and Representatives have no obligation to provide Maintenance (i) for any Solution that has been altered, damaged or modified by or on behalf of Customer; (ii) for any scripts, models or other deliverables created and provided by ASTER, its Affiliates or Representatives outside of the scope of the general terms and conditions; or (iii) for any problems caused by Customer's negligence or willful misconduct or use of the Solution other than in accordance with the Agreement.

5.2: ASTER warrants the performance of its obligations set forth in this section 5 in a professional and workmanlike manner. If Maintenance is discontinued for a License, the reinstatement of Maintenance shall be subject to the then current reinstatement fee.

6 TERM, TERMINATION AND RENEWALS

6.1: The price of the Maintenance for a period of 12 months is calculated based on a percentage of the License cost. The price may be reviewed once a year by ASTER, at the latter's discretion on January 1st of each year or on the renewal date of the Agreement.

6.2: The option exists for a multi-year Maintenance of a duration of 3 years, with a single payment or a payment each year. The amount of the order must cover the total duration of the multi-year contract. The multi-year contract locks in today's price for 3 years and protects against annual price increases.

6.3: If a financial proposal is made to the client during the multi-year contract period, the added modules must incorporate the Maintenance cost to match the duration of the remaining contract period. The rule is as follows: In order to harmonize all Maintenance over the duration of the multi-year contract, any module purchased up to one year before the end date of the contract, will be offered including Maintenance, at the time of purchase, for a period to the end of the contract.

6.4: License must fall under a current Maintenance contract to order a renewal. In case of interrupted Maintenance, a software license upgrade (SLU) fee is required, within a maximum of 4 years after the contract lapsed. After 4 years, it is not possible to reinstate Maintenance and it will be required to purchase a new license for the Software.