

ASTER Technologies SAS

Additional Terms

Service Terms

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



1 GENERAL DEFINITIONS

Background IP means any Rights in and to any intellectual property (a) owned, licensed, or to which a party otherwise had a valid claim prior to the commencement of the provision of the Services, or (b) that a party develops or acquires outside the scope of the Services.

Deliverables means Deliverable Files and Software Deliverable and excludes commercially available software product and Programs of ASTER.

Deliverable Files means any reports, output files, and model files based on Customer's Confidential Information that are identified in the Order Form as items ASTER is required to deliver to Customer.

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.

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

Rights means all rights, titles and interest.

Services means the services to be delivered by ASTER under an Order Form based on these Services Terms.

Software Deliverable means any scripts, workflows, graphical user interface customizations, application interfaces, or preprocessing and postprocessing features identified in the Order Form as items ASTER is required to deliver to Customer.

Use means to use, modify, make derivative works of, reproduce, release, perform, display, or disclose, solely for Customer's own internal use.

2 PROVISION OF SERVICES

2.1: ASTER shall provide the Services as described in the Order Form. The Services shall be performed remotely unless otherwise set forth in the Order Form. ASTER shall be entitled to engage third parties to perform the Services, but ASTER shall remain solely responsible for the provision of the Services towards Customer.

2.2: Customer shall reasonably support the provision of the Services, in particular by providing the support stated in the Order Form and by providing all required materials, information and decisions as reasonably requested by ASTER.

3 EXPENSES

Customer shall reimburse ASTER for all reasonable expenses incurred by ASTER in connection with providing the Services, including reasonable travel or third-party expenses approved in advance by Customer.

4 INTELLECTUAL PROPERTY

4.1: Except as set forth below, all Rights in any intellectual property in any Program, materials, or know-how a party creates in fulfilling its obligations under these Services Terms shall vest in the party that creates them.

4.2: Each party shall retain all Rights in and to its own Background IP, including any Background IP provided to the other party or otherwise used in furtherance of the Services. All Rights in and to any intellectual property in any improvements, modifications, or derivative works of a party's Background IP developed in the

performance of the Services shall vest in the party to whom the Background IP belongs, regardless of which party creates it.

4.3: Customer shall own all Rights in and to all Deliverable Files. Customer shall not have any ownership in any ASTER' Confidential Information included within the Deliverable Files. Customer has the right to use any such Confidential Information in connection with its use of the Services, provided that Customer complies with the confidentiality obligations agreed between the parties.

4.4: ASTER hereby grants Customer a non-exclusive, paid-up, non-transferable, and non-sublicensable license to Use the Software Deliverable. Except as otherwise expressly provided herein or in any applicable Order Form, Customer shall not have the right to license, sublicense or otherwise transfer the right to Use the Software Deliverable without ASTER' prior written agreement.

4.5: Customer hereby grants to ASTER a fully paid-up, non-exclusive, royalty-free, license to use any Customer intellectual property needed by ASTER to perform the Services or to develop any Deliverable for the sole purpose of performing the Services and/or developing any Deliverable.

4.6: The Rights granted to Customer in this section shall be revocable by ASTER in case ASTER terminates the respective Agreement for cause.

5 WARRANTIES

5.1: ASTER warrants that the Services shall be performed with the standard of care and skill ordinarily used by other members of the engineering simulation software services profession when undertaking similar services.

5.2: Services provided free of charge by ASTER are provided as is and without warranty of any kind.