

ASTER Technologies SAS

General Terms & Conditions

For The Sales of Products and Services

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These terms and conditions ("Agreement") govern the sale of products and/or services ("Offerings") by ASTER ("Supplier") to the buyer ("Customer"). Additional Terms apply to each offering as per the Order Form. 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.

Confidential Information is any information that is marked as confidential or the confidential nature of which is evident to a reasonable person. The Solution and pricing for the Offering is Confidential Information of ASTER. Confidential Information does not include any information which (i) is or becomes publicly known through no fault of the receiving party; (ii) was in possession of the receiving party free of any obligation of confidentiality prior to receipt from the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information or (iv) is rightfully obtained by the receiving party from third parties authorized to make such disclosure.

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

Export Laws means applicable laws and regulations that govern the export, reexport, and transfer of commodities, software, technology, and services.

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.

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

Sanctions means economic, financial and trade sanctions administered or enforced by the United States (including OFAC, U.S. Department of State, and U.S. Department of Commerce); European Union and each member state thereof; United Kingdom (including His Majesty's Treasury); and United Nations Security Council.

2 ORDERING OF OFFERINGS

2.1: An Agreement shall become effective upon execution of an Order Form or upon Supplier's acceptance of a Customer purchase order issued against an Order Form. Any Customer terms printed or written on a Customer purchase order or other purchasing instrument, attached thereto, or referenced therein shall not apply. This applies even if Supplier performs under an Agreement or accepts the fees from Customer without explicitly rejecting such terms.

2.2: Subject to section 5.3, Customer shall be committed to the entire term for any Offering as specified in the Order Form even if payments are made in several installments, if such term is broken down into shorter periods in the Order Form or if Customer issues separate purchase orders for fractions of such term.

3 PRICES AND PAYMENT TERMS

3.1: Prices are ex works and excluding packaging.

3.2: Prices quoted to Customer are exclusive of all value added taxes, sales taxes, use taxes, and the like. Customer will pay all taxes associated with the Agreement, exclusive of any tax based on the income of Supplier. Customer must provide a valid tax exemption certificate if claiming a tax exemption.

3.3: Customer shall pay all prices for the Offering as specified in the Order Form and, if no payment terms are specified, within thirty (30) days after receipt of an invoice. In accordance with the law 2008-776 of August 04, 2008, any delay in payment will see the application of interests of delay of a minimal value of 3 times the legal rate in force. In addition, a fixed indemnity of 40 € will be due for collection costs.

3.4: Payments must be made free of charge to the Supplier's payment office.

3.5: Cash or early payment of an invoice will not give rise to any discount.

3.6: If Customer is purchasing an Offering through a Representative, the terms in section 3.3 shall not apply and Representatives shall set its own terms for payment.

4 DELIVERY AND RETENTION OF TITLES

4.1: Delivery dates are estimates and the Supplier is not liable for delays beyond its control.

4.2: The items pertaining to the Supplies ("Retained Offerings") for which the purchase price claim is due immediately or for which a payment period of up to and including thirty (30) days after delivery, delivery with installation or receipt of invoice has been agreed for the due date of the purchase price claim shall remain the property of the Supplier until payment has been made in total.

4.3: In all other cases, the items pertaining to the Supplies ("Retained Offerings") shall remain the Supplier's property until each and every claim the Supplier has against the Customer on account of the business relationship has been fulfilled. If the combined value of the Supplier's security interests exceeds the value of all secured claims by more than 20 %, the Supplier shall release a corresponding part of the security interest if so, requested by the Customer; the Supplier shall be entitled to choose which security interest it wishes to release.

5 TERM AND TERMINATION

5.1: Each Agreement may be terminated for cause if the other party has materially breached an obligation and has failed to cure such breach within thirty days after written notice. In case of termination by Supplier for Customer's infringement, misappropriation, or violation of any of Supplier's intellectual property rights, such termination shall be effective upon written notice with no notice or cure period requirement. Either party may terminate an Agreement with immediate effect for cause if the other party (i) ceases to do business for any reason; (ii) has a receiver or administrator appointed over all or part of its assets; or (iii) becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceedings.

5.2: If Supplier terminates an Agreement for cause, Customer shall not be entitled to a refund and shall pay all outstanding fees owed for such Agreement within sixty days of such termination. Additional rights of Supplier shall remain unaffected.

5.3: If Customer terminates an Agreement for cause, Customer shall receive a pro-rata refund for all fees prepaid for periods following termination. For a perpetual Offering subject to a one-time fee, such pro rata calculation will be based on a straight-line depreciation over a thirty-six-month period following the delivery date of the Offering.

5.4: In the event an Agreement is terminated, Customer's rights to access and use the Offering granted under such Agreement shall immediately terminate and, if applicable, Customer shall immediately uninstall and delete any Solution from its computer(s), shall promptly delete or return any materials provided to Customer in connection with the Solution, and shall promptly certify to Supplier in writing that all copies and materials have been uninstalled, deleted or returned to Supplier.

5.5: Unless otherwise agreed between the parties, any renewal of an Offering shall be subject to the same terms.

6 WARRANTIES

6.1: For each Agreement, Supplier assumes the warranties specified in the respective Additional Terms. No other documents, statements or representations will expand or change the express warranties set forth therein.

6.2: THE EXPRESS WARRANTIES SET FORTH IN THE ADDITIONAL TERMS ARE THE ONLY WARRANTIES AGREED BETWEEN THE PARTIES. ASTER, ITS AFFILIATES, REPRESENTATIVES, AND TECHNOLOGY SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE OFFERING INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. ASTER, its Affiliates, Representatives and technology suppliers expressly disclaim any warranty or representation to any person or entity other than Customer.

6.3: ASTER, its Affiliates, Representatives and technology suppliers do not warrant the accuracy, correctness, applicability or completeness of any results or analysis based on these results obtained from the use of the Offering by Customer or by Supplier.

6.4: Customer's sole and exclusive remedies and Supplier's entire liability in case of a warranty breach caused by Supplier will be for Supplier to provide, at Supplier's option, (i) a correction or workaround; (ii) a replacement or modification to the Offering that conforms to the warranty; or (iii), if neither (i) nor (ii) are commercially feasible, notify Customer and permit Customer to terminate the part of the Offering affected by the breach. Sections 5.3 and 5.4 shall apply accordingly to the relevant parts of the Offering.

7 INDEMNIFICATION

7.1: ASTER will defend at its expense any claim brought against the Customer by any third party to the extent such claim asserts that the Offering infringes or misappropriates the third party's patent, copyright, trade secret or trademark. ASTER will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction or any settlement amounts finally agreed to by ASTER as a result of any such infringement claim, provided that Customer (i) promptly notifies ASTER in writing; (ii) promptly gives ASTER the right to control and direct the defense and settlement of such infringement claim (provided that Customer will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.

7.2: ASTER may, at its option (i) replace or modify the Offerings so as to avoid infringement, (ii) procure the right for Customer to continue the use of the Offering, or (iii) if neither (i) nor (ii) are commercially feasible, terminate any parts of the Offerings impacted by the infringement claim. Sections 5.3 and 5.4 shall apply accordingly in case of termination by ASTER.

7.3: Customer's rights under this section 7 will not apply to any infringement claim based upon or arising from (i) use of the Offering in a manner it was not designed for or not in accordance with the applicable documentation, (ii) any combination of the Offering with any other software or hardware for which the Offering is not intended; (iii) ASTER's compliance with specific Customer requirements or specifications; (iv) Customer's continued use of the Offering subsequent to receipt of notice of any claimed infringement; or (v) use of the Offering when a subsequent release of the Offering would have avoided such infringement.

7.4: This section 7 is the Customer's sole and exclusive remedy and sets forth the entire liability and obligations of ASTER, its Affiliates, Representatives and technology suppliers with respect to any infringement or misappropriation claims.

7.5: Customer shall defend and indemnify ASTER from and against any and all actions, proceedings, claims and demands by a third party (including reasonable costs and expenses) which arise out of or relate to Customer's use of an Offering, provided that ASTER (i) promptly notifies Customer in writing; (ii) promptly gives Customer the right to control and direct the defense and settlement of such infringement claim (provided

that ASTER will have the right to reasonably participate, at its own expense, in the defense); and (iii) gives reasonable assistance and cooperation for the defense of same.

8 LIMITATION OF LIABILITY

8.1: TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.

8.2: Except for its indemnification obligations under section 7 or material breach of section 9, in no event shall Supplier's aggregate liability to Customer under any Agreement exceed (i) in case of an Offering subject to a one-time fee, the fee initially paid for such Offering under such Agreement, (ii) in case of an Offering subject to a recurring fee, the fees paid during the twelve months preceding the damaging event under such Agreement, and (iii) in case of an Offering provided at no charge.

8.3: The foregoing exclusions and limitations of liability apply regardless of whether the parties have been advised of the likelihood of such damages or losses and regardless of the theory of liability;

8.4: Customer is solely responsible for keeping full back up copies of its software, data, and database configurations in accordance with best industry practice. Supplier shall not be liable for damages that would have been avoided by complying with this responsibility.

8.5: The limitations on Supplier's liability set forth in this section 8 shall also apply to the liability of ASTER's employees and directors, Affiliates (and their respective employees and directors), Representatives and technology suppliers, who may enforce the exclusions and limitations of liability in this section 8 in their own name and for their own benefit.

8.6: The Offerings constitute or are based on analysis tools intended to assist Customer in Customer's design and manufacturing processes. They require considerable judgment for their correct use and interpretation. They are based on models that only approximate reality. The Offerings therefore are not a Version: January 2024 substitute for rigorous and comprehensive prototyping or other testing by Customer of products prior to production and sale.

9 CONFIDENTIALITY

9.1: During the term of any mutual non-disclosure agreement in place between the parties governing the exchange of Confidential Information in the course of the provision of Offerings to Customer, the provisions in this section 9 do not apply. The obligations in this section 9 shall apply for a period of three (3) years from the date of first disclosure of any Confidential Information, except that Solutions shall be kept confidential indefinitely.

9.2: The receiving party will protect Confidential Information from disclosure using no less than a reasonable degree of care. The receiving party shall not use the disclosing party's Confidential Information for purposes other than the exercise of its rights and the performance of its obligations under an Agreement. The receiving party shall not disclose any Confidential Information except to (a) its employees, Affiliates, Representatives and consultants who are required to have access to such Confidential Information in connection with the exercise of the rights and the performance of the obligations under an Agreement; and (b) professional advisers and, in the case of ASTER, technology suppliers (solely for support purposes), provided that such employees, Affiliates, consultants, Representatives, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with the Agreement.

9.3: The receiving party may disclose Confidential Information to the extent required by law, regulation or court order, provided that the receiving party makes reasonable efforts to notify the disclosing party in writing prior to disclosing the Confidential Information and, at the disclosing party's request and cost, takes reasonable steps to obtain protective treatment of the Confidential Information.

10 PERSONAL DATA PROTECTION

10.1: The Parties hereby confirm that, in a controller capacity, they will always process personal data in accordance with the EU Regulation 2016/679 and any applicable national data protection provisions. In case the Customer will also or exclusively act as data processor of ASTER, the Parties will enter into a separate processing agreement as required under article 28 of the GDPR;

10.2: Customer is informed of all the rights he/she enjoys under the regulations applicable to the protection of personal data. The customer has the following rights: a right of access, rectification, deletion, portability and opposition to the processing of personal data. The customer may also request that the data be limited. These rights may be exercised, in accordance with the law, by simple request by e-mail to privacy_advocate@aster-technologies.com or by post to ASTER's head office address, providing proof of identity and a legitimate reason where applicable.

11 EXPORT COMPLIANCE

11.1: The Offerings are subject to certain restrictions and requirements under Export Laws and Sanctions. The Customer represents and warrants that it and each of its Affiliates are and will remain in compliance with all Export Laws and Sanctions. Customer, its Affiliates and third parties to which Customer makes the Offerings available shall not directly or indirectly export, reexport, or transfer the Offerings or related items in violation of any Sanctions or Export Laws, including all applicable end-use, end-user, and destination restrictions thereunder and will not engage in any transaction, activity, or dealing that will result in a violation of Sanctions or Export Laws by any Person.

11.2: Customer represents and warrants that neither it nor any of its directors, officers, employees, or Affiliates is a Restricted Person. Customer additionally warrants that it and each of its Affiliates has not been, and is not currently prohibited from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, software, or technical data regulated by any agency of the government of the United States or other applicable countries.

12 GOVERNING LAW

12.1: This agreement and its interpretation shall be governed by French law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

12.2: Any disputes arising out of or related to this Agreement, or the parties' relationship created hereby (a "Dispute"), shall be governed by the laws of France, but without reference to that jurisdiction's conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

12.3: The seat of the any arbitration under this section 12 shall be Rennes, France, or other place designated by ASTER. Arbitration including arguments and briefs shall be conducted in the French language.

13 MISCELLANEOUS

Marketing: Customer agrees that ASTER may list Customer's name in marketing and sales materials. Customer agrees to work with ASTER to promote the services of ASTER, and Customer agrees it will not unreasonably withhold permission for ASTER to submit any resulting designs arising from the Services for recognition in professional award Solutions.

Waiver: The failure of either party to enforce at any time any of the provisions of these Terms and Conditions shall not be construed to be a waiver of the right of the party thereafter to enforce any such provisions.

Severability: If any provision of these Terms and Conditions is held to be invalid, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law, and all remaining provisions shall continue to be valid and enforceable.

Order of Precedence: In the event of a conflict, the Terms and Conditions shall take precedence as follows: (i) These Terms, (ii) Proposal(s), and (iii) Order Form.

Entire Agreement: These Terms and Conditions along with only the transactional information on the Order Form (i) description of items(s) ordered, (ii) quantity(ies), (iii) price(s), (iv) delivery location and (v) invoicing address and contact person, constitute the entire agreement of the parties hereto and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing. Any other terms on an Order Form are not binding upon either party. These Terms may be modified only by mutual written agreement between the parties.