

Terms of Service

Last modified: January 02, 2023

The Agreement, which governs access to and use of Astran Service, is entered into between Astran, a French société par actions simplifiée registered under number 897 590 592 RCS Paris ('Astran') and the organization identified in the Order. The Agreement constitutes a binding contract between Astran and the Customer. The individual accepting these terms represents that he has the right and authority to legally bind the Customer to enter into the Agreement.

1. Provision of Service

- **Service access and availability**

Each User is assigned a unique ID by the Administrator or by Astran, as per Customer's instructions and under Customer's responsibility. The ID is required to access the Service. Astran will use commercially reasonable efforts to make the Service available at all times to Customer, except for scheduled maintenance and any unavailability caused by a Relief Event.

- **Modifications**

Astran may roll out Releases from time to time. If Astran changes the Service in a manner that materially reduces their functionality,

Astran will inform the Customer and will take the necessary measures to limit this disturbance.

- **Security**

Astran shall implement all software and logical security measures that are standard in the software industry under a best effort obligation. Customer hereby acknowledges that such measures are suitable with regard to the type of use it intends to make of the Service as well as the nature of the relevant Customer Data.

- **Support and other services**

Astran will provide, during the Term, support services to Customer as per Astran's support policy as described in the Terms of Service and in accordance with the Order. If the level of support is not specified in the Order, Customer shall benefit from a standard level of support, as described in Astran Terms of Support appended hereto. This standard level of support is included in the price of the Service. Any other services provided by Astran to Customer and their pricing shall be covered in an Order.

2. Customer's responsibilities

- **Compliance**

Customer must use the Service in compliance with the Agreement and all applicable laws. The Customer is fully responsible for all Customer Data, works and actions generated by, conducted on or through the Service. Astran exercises no control over, nor monitors, and accepts no responsibility for, any Customer Data, works or actions used or produced when using the Service.

- **Equipment and ancillary services**

Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to access and use the Service. Customer is responsible for ensuring that such equipment and ancillary services are compatible with the Service. Customer is responsible for the use, maintenance and security of such equipment, and shall ensure that the equipment meets the

minimum configuration required to access and use the Service at all times.

• **Administrators and Users**

Customer is responsible for all activities conducted by the Users on the Service. Customer is responsible for User's compliance with the Agreement and for Service's access and use by the Users. Customer is fully liable for any use, abuse or fraud that may be committed by Users when using the Service. Customer may designate Users as Administrators. Administrators may have the ability to monitor, restrict, or terminate access to User's Service accounts. Astran is not responsible for the internal management or administration of the Service, or for any actions taken by the Administrators. Astran is not responsible for any damages or losses resulting from any breach of security caused by Customer's or User's failure to maintain the confidentiality of the IDs.

• **Usage restrictions**

Customer shall use the Service in compliance with the Agreement, and shall ensure that its Users and Administrators will not:

- breach or otherwise circumvent any security or authentication measures;
- use the Service or the Properties in any manner that could damage, disable or impair the Service or the Properties;
- interfere with or disrupt the Service for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Service;
- violate the law in any way, including storing or sharing content that's fraudulent, defamatory, misleading, or that violates the privacy or infringes the rights of others;
- permit direct or indirect access to the Service in a way that circumvents a contractual usage limit;
- copy, sell, resell, lease, license, distribute, modify, translate, prepare derivative works from the Properties or Service or any part, feature, function or user interface;
- make the Service and/or the Properties available to anyone other than the Users;
- (attempt to) decompile, reverse engineer, disassemble or otherwise (attempt to) derive source code from the Properties

and/or (attempt to) create a substitute or similar service or product through use of or access to the Service and/or the Properties;

- remove any product identification, proprietary, copyright or other notices included on the Properties or the Service.

Customer will prevent unauthorized use of the Service and/or Properties by the Users and will terminate any unauthorized use of or access to the Service. Customer will promptly notify Astran of any unauthorized use of or access to the Service. Customer shall be responsible for any acts, breaches or misuse of the Service by the Users.

• **Breach**

Any act of Customer, including any act of a User, in breach of the Agreement and especially of any of the obligations referred to herein, that in Astran's judgement threatens the security, integrity, availability or Astran's rights of or on the Service and/or Properties, may result in Astran's immediate suspension of Customer's access to the Service and use of the Properties.

3. Free use

• **Subscription to a free use period**

If Customer subscribes for a free trial or a free use of the Service, be it through a direct registration on the Astran Website or through a request by email or through an Order (the 'Free Use'), Astran will make the Service available to Customer on a trial basis, free of charge, until the earlier of (i) the end of the free trial period for which Customer registered to the Service if applicable, or (ii) termination of the free trial period by Astran in its sole discretion at any time. During the Free Use period, use of the Service is limited to non-commercial evaluation purposes with no rights to make available or distribute the Service to any third party

• **Responsibilities**

Notwithstanding anything contained in these Terms, during the Free Use period, Service is provided 'AS IS'. Astran makes no commitments during the Free Use period regarding any features, functions, service levels or data. Astran MAKES NO

REPRESENTATION OR WARRANTY AND SHALL HAVE NEITHER IDEMNIFICATION OBLIGATIONS NOR LIABILITY WITH RESPECT TO FREE USE SERVICES, UNLESS SUCH EXCLUSION IS NOT ENFORCEABLE UNDER THE APPLICABLE LAW IN WHICH CASE Astran'S AGGREGATE LIABILITY SHALL BE LIMITED AS SPECIFIED IN THE SECTION 'LIMITATION OF LIABILITY' OF THE AGREEMENT.

4. Proprietary rights and licenses

• **Reservation of rights**

Except as expressly set forth herein, the Agreement does not grant (a) Astran any Intellectual Property Rights in Customer Data and (b) Customer any Intellectual Property Rights in the Service, in the Properties or in Astran trademarks and brand features. Astran grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right (except to the affiliates of the Customer) during the Term to allow the Users to access and use the Service in accordance with the Documentation and solely for Customer's or its affiliates business purposes.

• **Limited permission**

The Customer is the sole owner of Customer Data. Customer grants Astran only the limited rights, and permissions to the Customer Data to the extent that is reasonably necessary for Astran to provide the Service. The Customer freely licenses to Astran the right to use, copy, display and any other relevant rights on the Customer Data, for the term of the Agreement, on a worldwide basis, solely for performing the Service. The Customer also grants such limited rights and permissions to any such third parties Astran works with to provide the Service (e.g., hosting stored Customer Data).

• **License to use feedback**

Astran may (but shall not be obliged to) use, modify, and incorporate into its software and Service any suggestion, enhancement request, correction or other feedback provided by Customer and Users. By providing the feedback, the Customer and/or User disclaims any and all rights to the feedback and agrees that Astran shall have the right

to freely use, modify and incorporate such feedback without any legal obligation to the Customer and/or User.

5. Protection of Customer Data

• Compliance with Data Protection Laws

Astran and Customer shall comply with the applicable Data Protection Laws, regulations or directions of the relevant jurisdiction(s) and any timelines, procedures or requirements prescribed thereunder shall apply to the extent necessary.

To operate and provide the Service, Astran collects certain information about Customer and Users. Astran uses and retains such information in accordance with the Astran Privacy Policy.

Customer shall, in its use of the Services, at all times process personal data and provide instructions for the processing of personal data in compliance with the Data Protection Laws. Customer is solely responsible for the accuracy, quality and legality of the personal data provided to Astran, including data provided indirectly through the use of the Service, by or on behalf of Customer (the 'Customer Personal Data'). Customer shall not provide or make available to Astran any Customer Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Service.

To the extent that Astran processes Personal Data on Customer's behalf in the provision of the Service, Astran shall process Customer Personal Data for the purposes set forth in the Agreement and in accordance with the Data Protection Laws, as specified in the 'Data protection policy' published on Astran's website.

• Authorization regarding the use of data

Astran may collect and analyse certain information regarding the use of the Service. Information collected may include but is not limited to frequency of access, type and duration of field processes managed with the application, type of browser and operating system, etc.

This information is registered and analysed to monitor adoption of the Service, help diagnose technical problems, administer the Service, and improve the quality of the Service. Astran may also use this information to carry out statistics, benchmarking reports or predictive modelling. Astran may share these statistics with other customers or third parties in an aggregated and anonymous manner

Customer hereby authorizes Astran to anonymize Personal Customer Data and to use the results of such exercise as specified in this article.

6. Confidentiality

- **Confidentiality**

Each Party will take all reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information and shall not use any Confidential Information of the other Party for any purpose outside the scope of the Agreement.

- **Consultants, contractors, and counsel**

Notwithstanding the foregoing, a Party may disclose Confidential Information to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing Party.

7. Warranties and disclaimers

- **Warranties**

Each Party represents to the other Party that it: (i) is an entity duly organized and validly existing under the laws of its jurisdiction of organization; (ii) is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of the Agreement; and (iii) has all necessary

power and authority to negotiate, execute, deliver and perform its obligations under the Agreement.

Astran warrants that, during the Term, the Service shall perform materially in accordance with the Documentation. Astran shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer. In the event Astran fails to successfully correct the Service within a reasonable time following the receipt of a written notice from Customer detailing the non-conformity, then Customer shall be entitled to terminate the Service. The obligations set forth in this section will be Customer's sole remedy and Astran's entire liability for breach of this warranty.

- **Disclaimer**

TO THE EXTENT NOT PROHIBITED BY LAW, AND EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THESE TERMS, Astran AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING IN ANY WAY OUT OF THE AGREEMENT OR OF THE PROVISION OF THE SERVICE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY COURSE OF DEALING OR PERFORMANCE, OR BY CUSTOM OR USAGE IN THE TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

Astran PROVIDES NO WARRANTY REGARDING ANY OTHER SERVICE OR APPLICATION WITH WHICH Astran'S SERVICE MAY INTEROPERATE.

- **Service unavailability**

Customer acknowledges that Astran does not control the transfer of data over communications facilities, including the internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Astran is not

responsible for any delays, delivery failures, or other damage resulting from such problems.

• **Service interruptions**

Customer acknowledges that the Service may be temporarily unavailable for scheduled maintenance or because of other causes beyond Astran's control (a 'Service Interruption').

Astran will not be liable for any such unavailability, but Astran shall use reasonable efforts to provide advance notice of any scheduled disruption.

• **Relief Event**

Astran shall not be liable should Customer not be able to access or use the Service satisfactorily, and/or should Astran not be able to provide all or part of the Service accordingly with the Agreement, due to an event that is not under Astran's control (a 'Relief Event'), such as:

- a Force Majeure Event;
- any act or omission of Customer or any third party, including any delay or failure to promptly comply with its obligations;
- shortcomings of other parties, such as difficulties with services or devices under third party provider's control or responsibility;
- difficulties with the Service due to changes in Customer's systems or items;
- errors that the Customer may make (including third-party agents thereof) or those of a User managing or using the Service;
- any inaccurate or incomplete data, information or documentation provided by Customer;
- malfunctions of any kind whatsoever in Customer's or User's facilities.

• **Indemnity**

Customer acknowledges that in the performance of its contractual obligations, Astran cannot assume or be exposed to the risks associated with Customer's business. For purpose of clarity, it is hereby specified that in case of legal action instigated by a third party against Astran as a result of (i) a non-compliance or breach of the Agreement from Customer, or (ii) use of the Services by

Customer, or (iii) use by Astran of the Customer Data or any other elements or information Customer has provided or made available with regard to the Service, Customer shall indemnify Astran and bear the costs of defense of Astran, as well as settle the amounts and costs that Astran would be ordered to pay.

8. Limitation of Liability

• Liability principles

Customer Data and more broadly any content integrated or processed in or with the Service by Customer or a User, is the sole responsibility of Customer. Astran shall only be held liable in case of breach by Astran, proven by Customer, of its contractual obligations in the execution of the Agreement. Astran shall only be liable for damages resulting from breaches directly and exclusively under its responsibility. Astran shall be relieved of liability for any failure to provide or delay in providing any of the Service arising out of or in connection with a Service Interruption or a Relief Event.

• Limitation on Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL Astran, ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF Astran HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

• Limitation on amount of liability

IN NO EVENT SHALL Astran TOTAL AGGREGATE LIABILITY, FOR THE TERM OF THE AGREEMENT, WITH RESPECT TO ANY SERVICE, FOR ALL CLAIMS AND DAMAGES ARISING FROM NEGLIGENCE, BREACH OF AGREEMENT, WARRANTY OR INDEMNITY, OR ANY OTHER LEGAL THEORY OF LIABILITY OR OTHERWISE, UNDER OR IN CONNECTION WITH THE AGREEMENT, EXCEED THE HIGHER OF (i)

THE AMOUNTS ACTUALLY PAYABLE OR PAID BY THE CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND (ii) THE TOTAL AMOUNT OF THE LATEST ORDER MADE BY THE CUSTOMER.

- **General**

No claim shall be made by Customer against Astran more than one year after the date on which the facts constituting the claim were discovered or should have been discovered. Customer has a duty to mitigate the damages that would otherwise be recoverable from Astran pursuant to the Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such damages. For the avoidance of doubt, the provisions of this Article will survive the expiration or termination of the Agreement for any reason.

9. Intellectual property warranty

- **Indemnification**

Astran shall indemnify and hold the Customer harmless from and against any third party actions and/or proceedings relating to any item used by Astran to provide the Service or provided by Astran to Customer within the performance of the Service, based on an infringement of intellectual property rights, and shall bear, subject to the provisions of the article 'Limitation of liability', all related definitive damages and indemnities which may result from such claims and/or actions and/or proceedings in relation to the Agreement, provided that: (i) Customer notifies Astran in writing of the claim, action or proceeding within fifteen (15) calendar days of Customer being aware of the claim, action or proceeding and provides Astran with all information for defending its interests; (ii) Customer agrees that Astran shall have sole and exclusive control of the defence of the claim, action or proceeding should Astran so desire and (iii) Customer makes no admission or statement of any kind whatsoever that may prejudice Astran's defence. The indemnification referred to in this section is limited to the payment by Astran of all damages and costs finally awarded for the claim, or settlements costs approved in writing by Astran.

- **Changes in the Service or termination**

If the Service infringe a third party's intellectual property right or if Astran reasonably believes the Service is likely to infringe a third party's intellectual property right, Astran will promptly and at its own expense: (i) procure the right for Consumer to continue using the Service; or (ii) replace or modify the Service to make their use non-infringing. If Astran cannot do either of the above, Astran or Customer will have the right to terminate automatically and without judicial formalities the Agreement and Astran will provide a pro rata refund of the Service fees paid by the Customer for the period following the termination of the Service.

- **General**

The preceding provisions set Astran's liability limits with respect to Customer with regard to intellectual property rights infringement. Therefore, Astran provides no guarantee other than that described in the present article regarding any and all forms of intellectual property infringement claims, and shall have no further liability beyond what is set out in the present article.

10. Fees

- **Service fees**

Customer shall pay the Service fees set forth in the Order, pursuant to the billing terms set forth in the Order. No refund will be made should Customer not use the Service or not use it for the volumes ordered. All fees paid and payable to Astran are non-cancellable and non-refundable.

- **Payment terms**

Unless otherwise provided for in the Order, all invoices must be paid by Customer in full within thirty (30) calendar days after the date of issuance of the applicable invoice. If Customer contests part of an invoice, it will only be entitled to withhold payment of this part until the dispute on this part has been solved. In no case it will be entitled to suspend payment of the non-contested parts of the invoice.

- **Taxes**

Unless otherwise provided for in the Order, all prices mentioned exclude taxes and will be heightened by any prevailing rights or taxes on the billing date. Customer is responsible for any taxes and Customer will pay for the Service without any reduction for these amounts.

- **Disputed amounts**

Customer shall notify Astran in writing of any dispute with any invoice (along with all relevant details regarding the dispute) within ten (10) days from the date of invoice. In invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct.

- **Late payment**

Any balances unpaid after 30 days will trigger automatically late payment penalties equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points, from the date such payment was due. Any delay in payment shall automatically incur a fixed fee for recovery costs of €40. In the event that the recovery costs incurred are higher, these shall be re-invoiced to Customer. Moreover, in the event that Customer fails to pay any undisputed amount within fourteen (14) calendar days of the due date for payment, Astran may forthwith suspend performance of its obligations or of the access to the Service or terminate the Agreement without incurring any liability whatsoever. Should such a decision be made by Astran, the sums due by the Customer for the contractual period will still be payable.

11. Term and termination

- **Subscription term and renewal**

The subscription shall start from the commencement date specified in the Order for the period specified in the Order (the 'Subscription Period'). Either Party may elect to terminate the Subscription at the end of the current Subscription Period by providing notice on or prior to the date thirty (30) calendar days preceding the end of such

Subscription term. Unless the subscription is so terminated, and with the exception of the Service subscribed on a trial basis, the Subscription will renew for a Subscription Period equivalent in length to the then expiring Subscription Period and on the same conditions.

- **Effect of Subscription termination**

If a Subscription terminates, the corresponding rights granted by Astran to Customer will immediately cease. Customer is responsible for exporting Customer Data before the end of the Subscription.

- **Order cancellation**

No refunds or credits for Services fees or other fees or payments will be provided if Customer elects to terminate the Agreement prior to the end of the contractual period.

- **Termination for breach**

Either Astran or Customer may terminate the Agreement if: (a) the other Party is in material breach of the Agreement and fails to cure that breach within thirty calendar (30) days after receipt of written notice or (b) the other Party ceases its business operations.

- **Consequences of termination**

If the Agreement terminates, the rights granted by Astran to Customer will cease immediately on the effective date of termination. Astran will have no obligation to maintain or provide Customer Data, unless legally required to do so.

12. General

- **Entire Agreement**

The Agreement constitutes the entire agreement between Customer and Astran. The Agreement supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of the Agreement.

- **Revisions**

Astran may revise from time to time parts of the Agreement such as the Terms of Use or the Privacy Policy. If a revision is determined by Astran, in its sole discretion, to be material, Astran will notify Customer. Other revisions may be posted to Astran Website, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, the Customer and the Users agree to be bound by the revised Agreement, whether or not Astran has given any express notice of the revisions. If the Customer does not agree to the materially revised Agreement terms, the Customer may terminate the Services within thirty (30) calendar days of receiving notice of the change.

- **Force Majeure**

Except for payment obligations, neither Astran nor the Customer will be liable for inadequate performance to the extent caused by a Force Majeure event.

- **Assignment**

Customer may not assign or transfer the Agreement or any rights or obligations under this Agreement without the written consent of Astran. Astran may not assign the Agreement without providing notice to Customer, except Astran may assign this Agreement or any rights or obligations under the Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets without providing notice.

- **Third parties**

Customer authorises Astran to engage third parties to outsource parts of the Service. Astran may in this context communicate to third parties all the necessary information and elements. Notwithstanding the foregoing, Astran is and remains responsible for the proper performance of third parties' obligations.

- **No third-party beneficiaries**

Nothing in the Agreement, express or implied, is intended to confer to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

- **Survival**

Those provisions that by their nature should survive termination of the Agreement will survive termination of the Agreement.

- **Hierarchy of Documents**

Unless otherwise specifically agreed to by the Parties, in the event of any conflict between the terms of the Order, the present Terms of Service, the Terms of Use and the Privacy Policy the order of precedence is as follows: (i) the Order; (ii) the present Terms of Service; (iii) the Terms of Use; and (iv) the Privacy Policy.

- **Communications**

Astran may use the Client's name, trademarks, logo and contact details as well as a description of the Services provided, in its presentations, customer lists, case studies and other promotional or marketing materials, including, for example in press releases, brochures, reports, e-mails and electronic media.

- **Versions**

The Agreement has been originally drawn up in the English language. In case of any discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.

13. Governing law and dispute resolution

- **Dispute resolution**

In the event of a dispute arising out of or in connection with the Agreement, the Parties undertake to set up a diligent, good faith attempt to resolve amicably all disputes in accordance with the following principles. In this respect, as soon as a Party considers there is a dispute with the other Party, it will summon a conference call meeting with chief executive level representatives of both Parties in order to discuss possible settlement of the said dispute. Such meeting shall be summoned by email, and shall take place within 15 days of receipt of the said email by the recipient Party. Should, within the aforementioned 15-day time period, the dispute

not be settled or the meeting not be held, then each Party will be free to submit the dispute to a court of competent jurisdiction. Notwithstanding the foregoing, the Parties hereby agree that a dispute regarding a breach of intellectual property rights or non-payment of an uncontested invoice shall not be subject to the above procedure.

- **Governing law and Jurisdiction**

The validity and interpretation of the Agreement and the legal relation of the Parties to it shall be governed by the laws of France. If the Parties fail to settle a dispute in accordance with the dispute resolution process set forth in section 'Dispute resolution' above, any dispute arising from or relating to the Agreement shall be submitted to the courts of Paris.

14. Definitions

- **In the Agreement, capitalized terms have the following meaning:**

“Administrator(s)” means the Users who are conferred specific powers by the Customer, as specified in article “Administrators and Users” of the present Terms. The Administrator is a User.

“Agreement” means the set composed of the Order and the present Terms.

“Astran Website” means the website published by Astran and accessible at the following address: Astran.com.

“Confidential Information” means any non-public information of each Party hereto relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to the other Party pursuant to the Agreement. With respect to Customer, and without limitation, Customer Data shall be considered Confidential Information. With respect to Astran, and without limitation, information on product roadmaps, product designs and architecture, technology and technical information, security audit reviews, business and marketing plans shall be considered Confidential Information. Confidential Information shall not include information that is already public knowledge otherwise than as a result of a breach of Party’s obligation of confidence under the Agreement.

“Customer” means the legal entity identified in the Order.

“Customer Data” means the files, data and various elements provided by Customer and the Users for processing in the context of the Service.

“Data Protection Laws” means all applicable worldwide legislation relating to Personal Data protection which applies to the respective party in the role of processing Personal Data under the Agreement, as amended, consolidated or replaced from time to time.

“Force Majeure Event” means an event beyond the reasonable control of the person affected including, without limitation, strike, epidemic, lock out, labor dispute, war, terrorism, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, computer software, hardware or system failure, fire, extraordinary situations of natural and man-caused nature, including natural disasters, flood and/or storm. **“Intellectual Property Rights”** means any and all rights under copyright laws, patent laws, trademark laws, trade secret laws, unfair competition laws, and any and all other proprietary rights, worldwide.

“Order” means the proposal sent by Astran and accepted by Customer and/or the purchase order sent by Customer and accepted by Astran and/or the online subscription plan agreed to by Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Party(ies)” means collectively or individually Customer and/or Astran.

“Privacy Policy” means Astran privacy policy accessible on the Astran Website.

“Properties” means Astran applications, platform, software, documentation and other Astran assets which Customer needs to access or use in order to benefit from the Service.

“Release(s)” means any release relating to Properties including but not limited to updates, error fixes, patches, minor upgrades and new versions.

“Relief Event” has the meaning as set forth in article “Disclaimers” of the present terms.

“Service” means the services subscribed to by Customer under an Order and provided by Astran as described in the Documentation.

“Subscription” means the act of subscribing the Service by the

Customer.

“Terms (of Service)” means the present terms and incorporates by reference the Terms of Support and the Privacy Policy.

“Terms of Support” means the terms of support appended to the present Terms of Service.

“User” means anyone using the Service under the control and responsibility of Customer. Users may include, for example, employees, clients, consultants, contractors and agents of Customer.

“(User) IDs” means login information and password that is uniquely associated with a User.

Appendix - Astran Terms of Support

These Terms of Support are incorporated by reference into the Astran Terms of Service. Any capitalized word not defined in this appendix shall have the meaning ascribed to it in the Terms of Service.

Astran provides Support under the terms of this Support Policy.

“Support” shall mean the services described in these Terms of Support and does not include one-time services or other services not specified in this appendix, such as training, consulting or custom development.

1. Supported Services

Support is offered for and covers only Customer's use of Astran's Services provided under the Terms of Service (the “Supported Services”).

2. Information Support

Astran will provide reasonable product and technical support to address questions concerning use of the Supported Services. Customer Representative may initiate Support by submitting a written request to

support@astran.io

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Support is provided in the French or English language. Customer acknowledges information and materials provided to Astran in connection with receiving Support may be used by the Astran global support team for the purpose of providing Support in accordance with these Terms of Support.

3. Issue Support

Astran will make reasonable efforts to resolve any Issues submitted by a Customer Representative. Such efforts may include helping with diagnosis, suggesting workarounds, providing patches, or making a change to the Supported Services in a new release.

Support will not be provided in the following situations: (1) If the Issue is caused by Customer's negligence, hardware malfunction, network latency or causes beyond the reasonable control of Astran, (2) the Issue is caused by third party software not managed by Astran, (3) Customer has not paid the fees relating to the Service or to the Support when due, (4) use of the Service in a manner inconsistent with the applicable Documentation, (5) modifications to the Service or to the underlying software not provided by or approved in writing by Astran, (6) use of the Service with products or software not provided or approved in writing by Astran, or (7) Free Use of the Service.

Customer shall not submit Issues arising from any software or services other than the Supported Services or otherwise use Support for unsupported software or services.

4. Standard Service Levels

We keep your Data for the time strictly necessary for the purposes for which it was collected. The nature of the Data and the purpose for which it was collected will determine the appropriate retention period.

Support Time	Business Day * Business Hours (France's time zone)
Low Response Time	48 hours
Normal Response Time	24 hours
High Response Time	12 hours
Urgent Response Time	8 hours
Support Availability Commitment	99,7%

"Urgent" means a critical production Issue that severely impacts and halts the use of the Service where there is no procedural workaround. Examples include: Astran Services are down or unavailable, Customer Data is corrupted or lost and must be restored, or a critical feature and/or function of the Astran Service is not available.

"High" means a major functionality of the product is impacted or significant performance degradation in the product is experienced where a reasonable workaround exists which allows for continued essential operations. Examples include: Services are operational but experiencing highly degraded performance to the point of a major impact on usage or an important feature and/or function of the Service is unavailable but operations can continue in a restricted fashion.

"Normal" means a partial, non-critical loss of use of the Service where a short-term workaround is available but not scalable and Customer can continue essential operations.

"Low" means a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users of the Service where an acceptable workaround is available. There is no impact on the quality, performance, or functionality of the Service.

A **"Response"** is an initial reply or communication with the Customer by Astran about the reported Issue. The **"Target Initial Response Times"** shall be measured as the elapsed time between Astran's receipt of a reported Issue by email and the time when there is a Response. The

actual time required to work towards resolving the Issue, if such full resolution occurs, may be longer than the Target Initial Response Time. Customer understands and agrees that resolution of an Issue is not guaranteed and may not occur

5. Other Service Levels

If Customer requires a higher level of Support than the one provided under the Standard Service Levels (the "Specific Support"), such Specific Support shall be described in full details in the corresponding Order, including the support time, the low, normal, high and urgent response time, and the pricing of the Specific Support. The Order can refer to these Terms of Support for any conditions applicable to the Specific Support.

6. Customer Responsibilities

Astran's obligation to provide Support Services is conditioned upon Customer having complied with all the following responsibilities with respect to each Issue:

- Customer has made reasonable efforts to resolve the Issue before reporting the Issue to Astran, including having the Issue reviewed by the representative of the Customer that submits the Issue;
- Customer has provided Astran with sufficient information, including any reproducible test cases requested by Astran;
- Customer has designated personnel resources to provide necessary diagnostic information until a fix or workaround is made available. For Urgent Issues, Customer must have a dedicated resource available to work on the Issue on an ongoing basis with Astran.

8. Definitions

Astran Support is committed to providing accurate and timely solutions to technical support needs. If Customer is not satisfied with the response or resolution provided by Astran Support, Customer may use one of the following escalation paths to have its concerns addressed:

- email:support@astran.io with phone number/email with the subject matter "Support Astran"
- contact directly by email your Astran representative

9. Definitions

"Business Day"

means Monday through Friday.

"Business Hours"

means 9:00 a.m. to 5:00 p.m. on Business Days.

"Customer Representative"




means the individual employee of Customer that submits an Issue via phone, email or through a support portal.

"Documentation"

means the documentation of the Service as provided on the website docs.Astran.com.

"Issue"

means a material and verifiable failure of the Service to conform to the specifications set forth in the Documentation.

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