If Special Conditions of Sale exist, the Customer renounces to communicate to anyone, directly or indirectly, about their stipulation, in any way whatsoever: the Customer agrees that a disclosure of their stipulations or the contents of the negotiations with Henix, the prejudice the interests of the latter and shall expose its liability. The Customer guarantees acceptance and performance from employees, authorized representatives or subcontractors. Moreover, the Customer renounces to reveal these Special Conditions of Sale to any third party.

2. DEFINITIONS

2.1. Interpretation.

The titles only have value of decorum. In case of contradiction between the title and the body of an article, it is recognized that the body prevails. The Customer agrees that, in case of inconsistency or contradiction between the French version of these terms and conditions and the potential translated versions, the French version prevails. The enumerations identified as examples and/or that contain the statement "etc." shall not be considered as exhaustive.

2.2. Definitions.

In these terms and conditions, the terms and expressions hereinafter, in both singular and plural, are thus defined:

"Affiliated Company": any entity maintaining with the Customer capital or control links, direct or indirect, and especially those defined in articles L 233-1 et seq. of the French Commercial Code.

"Applicable Version": the technical environment required for the functioning and the use of the Software, composed of physical components (servers, processors, hard disks, memories, etc) and software components (operating system, Java virtual machine, database software, virtual machine management software, browser, etc.).

"User": natural person authorized by the Licensee to use the Software to execute the contractual conditions, regardless of his occupation (Customer’s employee, subcontractor, external consultant, etc.).

"Minor version": a new version of the supported Software that includes bug correction or minor improvement. The minor versions are numbered via an increment of the third figure of the version number (example: 1.2.0, 1.2.1, 1.2.2).

"Major version": a new version of the supported Software that includes additional functionalities. The major versions are numbered via an increment of the second figure of the version number (example: 1.2.0, 1.3.0, 1.4.0).

3. OBJET

At the time of subscription, the Customer signs up for one of the two Premium Offers, to which will be added the requested Squash’s modules:

- Server Premium Offer: the Licensee gets the chosen Squash’ module as Source Code.
- Saas Premium Offer: the Licensee gets a Saas Instance of Squash TM of which he is the End User. These terms and conditions detail the terms of the License granted by Henix to the Licensee, as well as the associated services’ specific provisions to this License. The use of the Software outside of the Licensee business purposes may represent, according to the L 335-3 article of the French Intellectual Property Code, a counterfeiting action.

3.1. Case of the Server Premium Offer

This article concerns a Squash version made available as Source Code.

3.1.1. Software.

In addition to the Software definition in article 2, this term refers to:

(a) Squash’ Object Code with exactly the same functional scope than the LGPL v3 distribution;
(b) The Object Code of Plugins, interfaces, add-ons for Third Party Software, libraries, Third Party Software configurations listed in the Technical and Service Commitments Annex;
(c) The electronic Documentation.

The Software is subject to a license concession and not a sale. Its terms and conditions are specified in article Etreur ! Source du renvoi intangible.

3.1.2. Services.

In addition to the granted Software User License, the Licensee may benefit from Software support and maintenance services according to the terms and conditions defined in article 8.

3.2. Case of the Saas Premium Offer

This article concerns the provision of a Saas Squash TM instance.

3.2.1. Software.

In addition to the Software definition in article 2, this term refers to:

(a) A Squash TM Instance hosted on Henix’s servers with exactly the same functional scope than the LGPL v3 distribution;
(b) The Plugins, interfaces, add-ons for Third Party Software, libraries, Third Party Software configurations listed in the Technical and Service Commitments Annex that can be used with Saas;
(c) The provision of the Mantis bugtracker interconnected to the Squash TM instance and hosted on Henix’s servers;
(d) The electronic Documentation.

Some Software components of Third Party Software components are not compatible with the use of Saas. They are made available as Object Code and may be installed by the Licensee on his own system.

3.2.2. Services.

In addition to the granted Software User License, the Licensee may benefit from Software support and
6.1. General Use. The Licensee is authorized to install the Software on his servers with no limitation of the number of servers. The maximum number of authorized Users mentioned in the Pricing Book applies to all production servers, and is calculated as explained in the article 5.2.

The Licensee is also authorized to install the Software:

(i) on third-party environments unopened to Users and dedicated to the Software testing and to the testing of upgrading versions of the Software (testing environment or pre-production),
(ii) on third-party environments unopened to Users and dedicated to the backup of the Software and its data. These installations are conditioned to a valid License.

When the Licensee has expired, no installation of the Software in any environment can be maintained (except for open source components).

6.2. Proprietary rights. The Licensee is not authorized to copy the Software except in the context of the provisions stated in article 6.1. Any authorized Software copy made by the Licensee must include the same copyright notice and other proprietary rights than those appearing in the Software.

6.3. Modifications. The Licensee is not authorized to correct, modify, adapt or translate the Software, nor create any derived program, of the total or a part of the Software, except failure from Henix.

The Licensee shall not reverse engineer on the Software, derivate, disassemble the Software within the meaning of the provisions referred in article L122-6-1 of the French Intellectual Property Code. If the Licensee wishes to obtain the required information enabling the implement of the Software’s interoperability with another software developed or acquired independently, for a conform use to the Software purposes, the Licensee agrees to consult Henix beforehand, who may give the required information for the execution of this interoperability.

6.4. Unbundling. The Software contains various consult utilities, applications and Plugins; whether working with multiple platforms or languages; whether provided on several software or the Licensee shall use as such and of which Henix guarantees the overall coordination. The Licensee is not obliged to use every Software Plugins, however the Licensee cannot unbundle the Software Plugins to use them on other Software’ instances. The Licensee cannot unbundle or reorganize the Software for distribution, transfer or resale purposes.

6.5. Transfer. The Licensee shall not rent or lease, sell, sublease, grant or transfer rights related to the Software, or authorize the copy of the whole or a part of the Software on the servers of another company. The Licensee shall not transfer rights to Affiliated Companies.

The Licensee ensures making all necessary provisions especially secure the access to the server(s) on which the Software is hosted, to avoid any risk of fraudulent copy, of the total or a part of the Software.

7. SPECIFIC PROVISIONS OF SQUASH – SERVICES PREMIUM OFFER

7.1. Date Management related to the SaaS Instance.

7.1.1. Data of the SaaS Instance.

The data include:

(i) the totality of the information derived from the Customer as part of its Software usage;
(ii) the information provided by the Customer to Henix for its consideration to ensure the operation of services.

7.1.2. Property. The Customer remains the only data owner.

7.1.3. Storage space. The Customer’s data storage space, largely sufficient to satisfy the usual use of the Software, is fixed and dedicated to the Customer.

Henix shall indicate to the Customer any excessive use of this space that may prevent the proper functioning of the Software.

7.1.4. Data restitution. In case of termination of the contractual relation according to article 0, Henix commits to performing a data restitution to the Customer. The data restitution to the Customer occurs, at the latest, during the month following the official report receipt of the data restitution made by the Customer.

The data shall be returned in the form of active data base dump that may be associated to the data backup history, if requested.

After the restitution, the Customer’s data and Software backups are deleted. Henix after signing the report of the data restitution receipt.

7.1.5. Territoriality. Software data, as well as backups, are stored in France.

7.2. Security. Henix shall roll out technical and organizational measures to prevent any fraudulent access or data use and aver any loss, deformation and data destruction.

7.3. Backups. The services include Customer data and Software backup procedures. The backups are performed every day at night. The five (5) latest daily backups are kept, as well as the five (5) latest backups of the first day of every month.

Henix offers the possibility to proceed to a restoration of these saved data, on site or remotely, in case of necessity agreed between the Customer and Henix.

Any restoration required after a failure attributable to Henix are included in the services.

Five (5) restorations on the Client’s demand can be made yearly. Any more restorations, they will be invoiced additionally. Those restorations will be made following a procedure described in the Technical appendix and service commitments.

Restoration tests are performed once a month to guarantee the effectiveness of the backup and restoration procedures.

7.4. Software availability. Henix shall do everything that is possible for the Software to be available at a yearly rate that complies with the rate that is indicated in the Technical appendix and service commitments, except for:

(a) scheduled setting periods approved by the Customer, excluded from the service level agreement;
(b) Any unavailability due to circumstances beyond Henix’s control, excluded as well from the service level agreement.

In case the Software should not be available, the restoration commitments are indicated in the Technical and service commitments annex.

To guarantee the availability rate, Henix ensures an infrastructure supervision during the support time slot, via a real-time monitoring of machine resources and network stream of which it is in charge.

7.5. Performances. Henix shall bring all necessary infrastructures to work to guarantee the use of services that conforms with the state of the art, within the support time slots, and within a context of use that conforms with the usage perimeter described in the Financial appendix.

Henix’s responsibility is limited to the infrastructures of which it is in charge. This therefore excludes the performance degradations due to the Customer’s network capacity, the infrastructures of the Customer’s Internet service provider, the customer items employed by Users to access the Software services; this list is not exhaustive.

7.6. Access to the Instance. The access to the Software is secured on the application level by an ID authentication (login and password). When the file is opened, Henix communicates the User ID (login and password) corresponding to the Software administrator account to the Customer. The Customer commits to making any necessary arrangements to guarantee the access security of this administrator account, and especially change the password associated to this account as of the first connection.

The access to the Software by a Customer’s User requires an authorization by means of User ID assigned to every User by the administrator and a password, modified and handled by the User, the Customer.
Every User employs their own ID on every connection to the Software. Henix works on securing the access and the use of the solutions, considering the procedures, in accordance with the usual practices.

7.7. Transactions’ encryption. Every transaction between Henix’s servers and the Customer’s User terminals is encrypted by HTTPS. A firewall device is installed to prevent any connection other than HTTPS on the Customer’s servers.

7.8. Software’s hermeticity. The Software made available for the various Customers, and the data associated, are isolated from one another in separated and sealed containers, with no communication possible.

8. SUPPORT SERVICE - MAINTENANCE

8.1. Definition. By support and maintenance, the Parties agree that Henix provides the following services during the period of the License:

(a) Support through the helpdesk (see technical appendix);
(b) Analysis of the root causes of the incidents;
(c) Correction of the potential anomalies which may be the source of the incidents, in the case the analysis established the responsibility of the Software;
(d) Availability of new versions.

Support and maintenance services strictly apply to the Software.

8.2. Technical contacts. The Licensee designates one or several technical Contacts; the number is defined in the support/maintenance services

Pricing book. This (these) technical Contact(s) is (are) the only empowered to contact the support service to pass up requests, specifying all the elements required for the good understanding and processing of these requests.

Henix reserves the right not to take account of the requests made by others than the technical Contact(s).

Once designated, the technical Contacts report themselves to Henix’s support service, communicating at the minimum, their name and first name, email address and phone number.

The change of technical Contact is made at the discretion of the Licensee, respecting the prior notice of five (5) working days.

When requested by Henix, a technical Contact may name one (1) or several third party assisting Henix as part of the request processing and the potential resulting maintenance operations.

8.3. Assistance. This assistance consists in providing, through the helpdesk made available to the Licensee, the requested and necessary explanations to use the Software functionalities, to the technical Contact who solicited the Henix teams.

This service is available for the technical Contact designated according to the contact modalities defined in the Technical and services Commitments annex.

The technical Contact shall apply the recommendations of the assistance service thus formulated.

The assistance service includes the requests linked to the use of different functions of the Software and of its installation, excluding any other request.

8.4. Time for intervention. The time slot of Henix’s interventions is defined in the Technical and services Commitments annex.

8.5. Updates. Updates include the compilations of potential anomaly corrections, or even the improvements made on the Software. The Licensee agrees that the Update presentation is not the concession of a new Software License, meaning that the Licensee renounces to use the Update in addition to the replaced Software and to grant the replaced Software to the Licensee.

Henix updates, documentation, or other elements provided in virtue of the Maintenance are automatically considered granted to the Licensee under these terms.

8.6. Corrective maintenance.

8.6.1. General principles. Henix operates either on its own initiative or on the Customer’s initiative when an event covered by the maintenance occurs. Only the reproducible anomaly in the functioning duly reported and documented by the technical Contact is taken into account.

Henix provides to this technical Contact the required information to intend to fix the anomaly in the functioning in any possible way such as remote maintenance, phone, fax, etc.

Henix may use an alternative solution as part of this intervention.

Henix ensures, if required, a corrective maintenance, meaning a repetition of the instructions specific to the Software that may be the source of the anomaly. This corrective maintenance leads to the delivery of an Update.

8.6.2. Case of the SaaS Premium Offer. The Software corrective version upgrades are performed as needed by Henix, without the prior consent of the Customer.

The version upgrade is set with the Customer, with a period of intervention determined during a fifteen (15) days slot from Henix’s notification to the Customer.

8.7. Upgradeable maintenance.

8.7.1. General Principles. During the License, Henix provides new Software upgradeable versions, major and minor Versions, to the Licensee. Henix informs the Licensee of the availability of a major new Version, at the latest, two (2) months after its release.

Henix ensures the upward compatibility between two (2) consecutive versions of the Software.

The new versions of the Software thus made available are included in the corrective maintenance to the extent of the provisions of article 8.8.

8.7.2. Case of the SaaS Premium Offer. The Software upgradeable versions are installed when required by the Customer, or by Henix if the installed version is not supported anymore (cf. article 8.8). Only "stable" versions may be subject to a Software upgrade.

An upgradeable version is permanent and cannot be subject to a return to the previous version.

For evaluation purposes, the latest stable upgradeable version of the Software may be available for Customers on a shared ecosystem, available in SaaS.

The schedule of the version upgrade is set with the Customer, who shall respect a minimum one (1) month notice between the request notification to the Service provider and the desired date of deployment of the new version.

8.8. Scope of application and Exceptions. The services included in the maintenance only apply to the Software version ("major" version) as defined by Henix, considering that the latter commits to supporting the published major Version of the Software for two (2) years.

The list of the supported Software components is detailed in the technical appendix. This list is subject to change without notice and an updated version can be provided to the Licensee upon request.

The support and maintenance duty does not apply in the following cases:

(a) The use of the Software when it deviates from the operational procedures described in the documentation;
(b) The support in relation with the use of Third Party Software delivered with the Software, and/or required for its operation. For example, and with no limitation, Apache Tomcat, Maven, Jenkins, Selenium,…;
(c) The Outcome of the Software and of the Third Party Software;
(d) Support and maintenance on tools not distributed with the Software, even if required for the proper operation of Squash. For example, and without limitation, Java Development Kit, Java Runtime Environment;
(e) Support and maintenance on APls, interfaces or data format from Third Party Software;
(f) In case of problem caused by Third Party Software, including those used together with the Software;
(g) In case of malfunction of the Licensee’s System; or
(h) When the problems were solved in an Update that the Licensee chose not to use;
(i) When the problem is a consequence of Modified Code.

8.9. Duration and date of effect. The Maintenance begins on the date of effect of the License for a duration indicated in article 4.

8.10. Agreement on the use of data. The Licensee accepts that Henix and its employees may collect, maintain, process and use diagnostic, technical and related information, including, without limitation, information concerning his computer, the System, the software and the peripheral devices to facilitate the maintenance. However, it is specified that Henix renounces to collect, maintain, process or use the information related to the Licensee’s profession and to the customers and the beneficiaries of the Licensee services, and especially the personal data related to the Licensee’s customers.

Henix can use these information, ensuring that the Licensee’s identity shall not be revealed, exclusively to improve the products or to propose services or technologies to the Licensee.

8.11. Excluded Services.

8.11.1. Duties not included. The services below cannot, in any circumstances, be included in the support or the maintenance:

(a) The files reconstitution in case of accidental destruction;
(b) The development of new functionalities exclusively requested by the Licensee;
(c) The training of the Licensee’s staff working on the System;
(d) Other software than those specified that may work along with the specified Software;
(e) Specified software that may have been modified by others than Henix;
(f) The modifications to the software requested exclusively by the Licensee, other than the corrections and the evolutions made by Henix.

8.11.2. Other Excluded Services - Case of the Server Premium Offer.

(a) The work produced thanks to the software;
(b) The files backup and work produced;
(c) The System, the accessories and the supplies.

8.12. Use of Third Party Software. The Licensee is responsible for the use he makes of Third Party Software.

9. PRIX

9.1. Currency. All prices are in euro. The totality of the price shall be paid in euro.

9.2. Unit prices. The Pricing book sets out, if appropriate, the unit price standard for the products or services concerned by these terms and conditions.

9.3. Price development. The applicable prices are those mentioned in the price scales, the offer or the estimate in effect on the date of the order registration. Henix makes a commitment to charge the products and the ordered services at the prices indicated at the time of the order in the Pricing Book. Henix grants itself the right to change prices at any time without liability whatsoever. These new price lists are applicable only from the date of renewal, tacit or express, of the contract, and to the condition for Henix to notify it to the Customer at least three (3) months before those changes take effect by registered letter with acknowledgement of receipt. In case of refusal of these new price list by the Customer, the contract is cancelled by rights.

9.4. Taxes. These prices do not include the value added tax, any other local tax or any customs duty. Any Taxes due to purchases made as part of these terms and conditions shall be paid, if applicable, by the Customer.

9.5. Travel expenses. The travel expenses engaged to reach the Customer's location on the Île-de-France region are invoiced, on presentation of proofs and to the extent of the following elements:
11.2. Warning obligation. Henix intends to warn the Customer against any risk noticed that may be prejudicial to the good application of these terms and conditions. If applicable, the Customer may be invited to modify or replace the equipment or the Software in question. Nevertheless, this obligation does not extend to a potential training of the staff related to these changes.

11.3. Counselling obligation. Henix must inform the Licensee, and even advise him, concerning his potential useful information.

11.4. Limitation of liability. Henix is responsible of the direct damage caused to the Licensee resulting exclusively from a very serious misconduct or intentional misconduct or deviating or of its substance the essential obligation of Henix. In the case of a SaaS Premium Offer, Henix - as being accountable for processing personal data, is also responsible of any material or moral damage caused to the Licensee that would result from a violation of the General Data Protection Regulation (GDPR) and the French Data Protection Law of 27th May 1978.

13. COPYRIGHT

13.1. Squash Squash is complementary made available for the community on the website https://www.squashtest.com. This version can be used freely, in accordance with the terms of the LGPL v3 license.

13.2. Free software Plugins.

13.3. Scope of rights granted on Plugins.

13.4. Henix keeps the full ownership of all its IT developments or other elements of which it is the author under these terms and conditions, apart from the files of which it ensures the process for the account of the Customer (example: data given as part of the request processing). The data given by the Licensee to Henix as part of the passed-up request process and to respect the totality of the stipulations in these terms and conditions.

13.5. Only Henix can claim the expertise provided during the services.

13.6. The Software is protected by laws and international treaties concerning copyright and intellectual property. All the titles and copyrights related to the Software (including those related to any image, photograph, animation, any video or audio element, any text, clipart, form, and applet included in the Software) are owned by Henix.
These terms and conditions do not bestow any property right on the Software to the Licensee.

The transfer of non-exclusive right of individual use of the Software according as described in this text shall not be analyzed as the cession of any right of intellectual property at the benefit of the Licensee, according to the French Code of the Intellectual Property. If needed, the Licensee writes the Property mentions in the text, which stipulates the condition of the Software above-mentioned.

The Licensee renounces to reproduce any element of the Software by any means whatsoever, in whatever form and on whatever media.

Henix or any third party who may succeed him, for whatever purpose, and the Licensee who, unilaterally, commitments to the Licensee against any complaint, trial or lawsuit from any third party on the grounds that the Software may be a counterfeiter of copyrights or patents protected in France or abroad. Henix's obligations are expressly subject to the following conditions:

(a) The Customer inform Henix of any complaint or action based on the counterfeiting of a copyright or a patent within thirty (30) days after receiving the registered letter with acknowledgement of receipt;
(b) The Customer communicates to Henix any information in his possession related to this complaint;
(c) The Customer liaise with Henix to choose the defense strategy, as part of these contractual relations, both while the dispute and the resolving of the dispute; and
(d) The Customer completely cooperates with Henix on anything concerning the defense, the dispute or the resolving of the dispute.

If the Software was determined to be a counterfeit of another product, or if Henix should consider it as such, Henix shall either obtain the right for the Customer to keep using the Software, or replace the Software by a product with the same functionalities but which is not considered as a counterfeit, either modify the Software in order to stop the counterfeiting, or terminate this License and return the unamortized portion of costs of the paid royalty fee in accordance with these terms and conditions.

14. CONFIDENTIALITY

Henix commits to keeping strict secrecy of the information, the maintenance, the documents, the methods and expertise of the Licensee of which it may have had access to as part of these contractual relations, both while the Licensee is effective and after the completion date, and this during the same duration.

14.2. Employees’ obligation of confidentiality.
That information is only provided to Henix’s employees who require them to fulfill their missions. Henix applies the same confidentiality obligation to their employees and this during the same duration.

14.3. Licensee's obligation of confidentiality.
The Licensee commits to keeping strict secrecy of any method, technique, plan, study, developed by Henix, patentable or not, that are not protected by an industrial property title and only depend on expertise. Besides, the Licensee commits to communicate any new information to the Licensee, documents developed by Henix in a further operation.

14.4. Dispensation: agreement between the Parties.
If the Licensee shows a clear intention, information covered by the obligation of confidentiality may be communicated to third parties, in agreement with Henix.

14.5. Exception: legal obligation to disclose.
This obligation of confidentiality is inappropriate for any reveal of information made under the law or if required by a supervisory authority or an empowered judicial authority. In case of order from such authority, requesting communication of the total or a part of the information covered by the obligation of confidentiality, the business and contractual agreements secrecy, Henix commits to informing the Licensee of the existence of this injunction forthwith.

Every Party guarantees the other that they proceeded to all the obligations imposed under the act n° 78-17 of January 6th, 1978 known as "data protection act", and that the natural persons concerned by the use of these personal data are informed of these obligations.

15. PERSONAL DATA MANAGEMENT

15.1. Purpose and objectives.
Within the framework of the personal data processing, the Parties make a commitment to act according to the Regulation (EU) 2016/679 of the European Parliament and the Council of April 27th, 2016 concerning the protection of the physical persons towards the personal data processing and the free circulation of these data ("Regulation"), as well as in the law N 2018-493 of June 20th, 2018 regarding the protection of personal data and the decree N 2018-687 of August 1st, 2018 taken for the law enforcement N 78-17 of January 6th, 1978 regarding the protection of personal to the liberties, modified by the law N 2018-493 of June 20th, 2018 regarding the protection of personal data.

This personal data processing cannot be used to put obstacle to the consent of the end User.

15.2. Data processing.
15.2.1. Case of the Services Premium Offer.
Within the framework of the present, Henix only proceeds to the data processing of the physical representative(s) of the Customer.

In the case of the SaaS, the copy and the backup of the managed data are done altogether, without examination of the backed up data.

15.3. Data Quality.
The Customer is the only person in charge of the quality, the exactitude and the relevance of the data.
The Customer commits to doing everything to keep their ID secret and not reveal them in any form. The Customer is fully responsible of the ID use and the security of the individual computers that can access the services.
The Customer commits to using the services as required by their specifications, both functional and technical.

15.4. Personal data retention period.
Henix keeps the data collected during the duration of the contract and one (1) month as from its termination.

15.5. Purpose of collecting personal data.
The main purpose of the processing of personal data is to ensure the management of the contractual relationship with the Customer, accounting obligations, and assistance measures.

15.6. Right to request data rectification, right to request data erasure, right to request the limitation of data processing, right to object, and right to data portability.
The concerned person can ask to the person in charge of the treatment for the access to the personal data, the rectification or the erasure of these, or a limitation of the treatment concerning them. They can oppose such a treatment and can ask for the portability of these data.
The commutable information in conformance with the present article is supplied by every suitable means, in the same form as the request. The person who realizes this request must prove its identity by every possible means and specifies the address where the information must be sent. In case of lack of information, the person in charge of the treatment can ask, if the situation requires it, the photocopy of a title of identity carrying the signature of the holder.
The supply of this information is subject to no condition of payment, safe in case of obviously unfounded or excessive request.

15.7. Conditions for consent.
The concerned person has the right to remove its consent at any time, without infringing the lawfulness of the processing based on the consent made before the withdrawal of this one.

15.8. Right to access.
The User can exercise the above-mentioned rights by mail to Henix with the delegate for the protection of personal data at the address: Henix Delegate to the protection of personal data 1, Rue François Ory 92120 Montrouge

Or by e-mail to "dpo@henix.com" with the object "Personal data".

Without prejudice to any other administrative or judicial remedy, every person concerned by the processing of these data has the right to lodge a complaint with a supervisory authority, in particular in the Member state in which is their usual residence, their workplace or the place where the violation would have been committed, if they consider that the personal data processing concerning them constitutes a violation of the Regulation (EU).

In France, this authority is the Commission Nationale de l'Informatique et des Libertés (3 Place de Fontenoy, 75007 Paris; https://www.cnil.fr/).

In case of violation of personal data susceptible to give rise to a risk for the rights and the liberties of the physical persons, the person in charge of the processing notifies this violation to the Commission Nationale de l'Informatique et des Libertés as soon as possible. In case of delay causing a notification beyond seventy-two (72) hours after the apprehension of this violation by the person in charge of the processing, the latter motivates this delay with the Commission Nationale de l'Informatique et des Libertés at the same time as he notifies it of the violation.

At the end of the License, the possible personal data will be stored in an archive database for a duration of one (1) month, then deleted.

16. NON COMPETITION

The Licensee commits to not developing any competing services or a competitive Software for commercial purposes during the duration of the License, plus a two (2) year period.

17. CANCELLATION AND RESOLUTORY CLAUSE

17.1. Termination.
The License can be cancelled automatically by the Customer, without any prejudice to all damages and interests, in the following cases:
(a) Refusal of the License, renewal according to the terms specified in article 4;
(b) Refusal of renewal conditions established under the terms of Article 10.3;
(c) Failure of extension of the License, on the occasion of a modification of the solution rendering it unfit for the use made by the Customer;
(d) Serious lack of Henix of its obligations, after formal notice by registered letter with acknowledgment of receipt received unsuccessful within thirty days (30) days from the date of first presentation.

In this case, Henix shall reimburse the services paid pro rata of the remaining period after the last day of the month in resiliation progress.
The customer’s request to reduce the current commitments – through tariff downgrading and/or restrict the number of allowed Users is not a reason allowing the cancellation of the License.

17.2. The License can be cancelled automatically by Henix, without any prejudice to all damages and interests, in the following cases:
(a) Serious failure of obligation from the Licensee; or
(b) Non-payment of the amounts due to Henix by the Customer.

In any case, the cancellation shall occur only without regularization of the noticed failure(s) at the end of a thirty (30) days period after receiving a formal notice addressed by registered letter with acknowledgement of receipt.

17.3. Once the License is rightfully cancelled, the Customer commits to deleting all the Plugins included herein. Henix
18. WITHDRAWAL

18.1. Conditions de rétractation
If the order was placed off-premises (i), and if the subject does not enter the scope of the Customer’s main activity (ii), and that the number of employees is lower or equal to five (5) (iii) (these three conditions are cumulative), within the fourteen (14) calendar days from the day after the day of validation of the order, the Customer has the right to withdraw, provided that Henix is informed, according to article L. 221-28 of the French Consumer Code.

Concerning the respect of the deadline, notification shall be sent before the time limit fixed.

18.2. Withdrawal renunciation.
If the Customer shows expressly his willingness that the License starts before the expiry of the withdrawal period, he is obliged to expressly notify his renunciation to withdraw.

19. FORCE MAJEURE

19.1. None of the parties can be held responsible in case of non-performance, lateness or improper performance of the contractual stipulations if a force majeure event occurs. In these terms and conditions, "Force Majeure" is defined as in article 1218 of the Civil Code in accordance with the order n° 2016-131 of February 10th, 2016.

19.2. In those circumstances, the Party invoking the Force Majeure must inform the other Party by all means, endeavor to limit the impact, and execute again the contractual conditions as soon as the effects of Force Majeure stopped.

19.3. The Force Majeure suspends the execution of the contractual obligations and postpones their execution for a duration equal to that of the suspension. In case of a suspension lasting more than fifteen (15) calendar days, each Party can declare the cancellation of the contractual conditions under the conditions described in the article 20.

20. DIVISIBILITY OF CLAUSES

20.1. Nullity, lapse, absence of binding force or unenforceability of any stipulation in these terms and conditions shall not override the nullity, the lapse, the absence of binding force or the unenforceability of other stipulations which will keep all their effects. Thus, if one or several stipulations herein are considered as invalid or declared as such according to a law, a rule or a final judgement from a competent jurisdiction, the other stipulations shall remain in force to their full extent.

20.2. The parties agree to replace the null or invalid clause by a clause which approximates the most the clause originally proposed, in its content.

20.3. If not, or if the general economy of the agreement was to be fundamentally disrupted, the Parties may cancel these terms and conditions in their entirety, by mutual written agreement.

21. APPLICABLE LAW

21.1. These terms and conditions are subject to French laws. In case of dispute, French courts are the only competent courts.

21.2. Friendly settlement of disagreement and mediation.
In case of disagreement related to the validity, the interpretation, the execution or the non-compliance, the interruption or the cancellation of the License, the Parties commit to try achieving a friendly solution before taking any legal action, directly with one another, then for lack of agreeing on a friendly solution, by calling on a mediator for mediation purposes, at risk of inadmissibility of any legal action.

For this purpose, the Parties shall address to the Paris Mediation and Arbitration Center (CMAP) – Paris Chamber of Commerce, and shall share equally the costs related to this mediation.


In the circumstances in which, owing to the Customer’s legal quality, the provisions of article 48 of the Code of Civil Procedure shall be applicable:

If a friendly solution cannot be found in case of disagreement between the Parties as for the validity, the interpretation, the execution or non-compliance, the interruption or the cancellation of these terms and conditions, jurisdiction shall only fall to the Paris Commercial Court, regardless of the location of execution of these terms and conditions, the defendant’s place of residence or the accepted payment type, and despite the defendant’s cases of plurality or guarantee call, even for emergency procedures or precautionary procedures by way of interlocutory procedure or request.

The Customer admits having taken knowledge of the General Terms and Conditions herein and their two (2) additional documents and states accepting them as integral part of the contractual agreement with Henix.

Corporate Name:
Address:
Scope of the offer:
☐ Server Premium Offer:
☐ Squash TM Module
☐ Squash Autom Module
☐ Squash DevOps Module
☐ SaaS Premium Offer
Date:
Name, First name:
Signatory Function:
Signature and company’s stamp:
### 1. PRELIMINARY DEFINITIONS

"Analysis": Means the action to respond to a call from the Customer. The response depends on the nature of the call:
- Request for assistance: the answer is to provide the Customer with necessary information for the proper use of the Software.
- Specific request: the answer is to provide the Customer with a proposal containing a quote and a schedule setting up the implementation of its request.
- Non-critical incidents: the response indicates to the Customer if the declared incident is (1) due to the Software (anomaly / issue), (2) of a misuse of the Software or (3) is not dependent on the Software.

In the case (1), it is to provide to the Customer an issue number and the schedule of its correction.
In the case (2), the incident is requalified as an assistance request and related as so.
In the case (3), the incident is not the responsibility of the Provider and the call is requalified as an assistance request. The Customer can possibly ask a specific assistance request for this incident.
- Critical incident: the correction must free the Customer from the issue if the incident is attributable to cases (1) or (2) above.
In case (1), the resolution can be the delivery of a version of the Software correcting the stated blocking anomaly OR a proposal for a workaround to reclassify the incident as "non-critical" OR any other intervention from the Provider to reclassify the incident as "non-critical".

"Anomaly / Issue": a difficulty in operating the Software, repetitive and reproducible, requiring a correction in the source code of the Software to be resolved.

The anomaly is qualified by its criticity:
- Blocking: deals with any operation incidents making impossible the use of the Software or one of its main features.
- Major: deals with any incident other than blocking, triggering a lack in one or several features of the Software.
- Minor: deals with any incident other than blocking or major.

"Call": the requests made by the Customer to the Provider in the scope of the Support Service described in this Agreement, through one of the media provided to the Customer to contact the Provider.
Calls can be of three types: incident, request for assistance, specific request.
Each call is subject to a support at the end of which the Provider supplies the Customer with a call number uniquely identifying the call made.

"Correction": applicable only to issues, the correction is to provide the Customer with a version of the Software, which contains the correction of identified issue(s) as to the origin of a call of type "Incident".

"Request for assistance": a call type for which the object is a request related to the use of the Software.

"Specific request": a call type for which the object is linked to optional or additional services.

"Incident": a call type for which the object is a malfunction of the Software. An incident may be the result of a misuse of the Software or an issue.
An incident can be of two types:
- Critical: the found malfunction triggers a total unavailability of the Software or one of its basic features.
- Non-critical: any other malfunction.

"Support": the action to acknowledge the call from a Customer. Support is evidenced by providing the Customer with a call number and the qualification chosen for this call (critical incident, non-critical incident, support request, specific request).

### 2. PRACTICAL INFORMATION FOR THE SUPPORT

<table>
<thead>
<tr>
<th>Support access</th>
<th>Via the website: <a href="https://squash.atlassian.net/servicedesk/customer/portal/5">https://squash.atlassian.net/servicedesk/customer/portal/5</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Support timeslot</td>
<td>Business days, from Monday to Friday: 09:00 am – 06:30 pm (GMT+1 - Paris)</td>
</tr>
</tbody>
</table>

### 3. PROCESSING TIME

All the times listed below are counted down in the support time slot described beforehand. Indicated days are business days. Times are calculated from the moment the Support Team has been contacted by the Customer Technical Contacts.

### 4. PLUGINS INCLUDED IN THE SQUASH TEST MANAGEMENT'S LICENCE

<table>
<thead>
<tr>
<th>Plugin</th>
<th>Description</th>
<th>Community Office</th>
<th>Premium Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mantis Plugin TM_BTMantis</td>
<td>Connector to Mantis bugtracker which takes into account the configuration possibilities Mantis offers.</td>
<td>✅ ✅</td>
<td></td>
</tr>
<tr>
<td>Bugzilla Plugin TM_BTBBugzilla</td>
<td>Connector to Bugzilla bugtracker which takes into account the configuration possibilities Bugzilla offers.</td>
<td>✅ ✅</td>
<td></td>
</tr>
<tr>
<td>Xsquash TM_Xsquash</td>
<td>Synchronization to Agile JIRA data automatically (User Stories, bugs, etc.) within the Requirements space, and creation of execution plans automatically, according to a JIRA delivery, or a perimeter chosen in JIRA.</td>
<td>✅ ✅</td>
<td></td>
</tr>
<tr>
<td>Jira Plugin TM_BTJira</td>
<td>Connector to Jira bugtracker which takes into account the configuration possibilities Jira offers.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Redmine Plugin TM_BTRedmine</td>
<td>Connector to Redmine bugtracker which takes into account the configuration possibilities Redmine offers.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>RTC Plugin TM_BTRTC</td>
<td>Connector to RTC bugtracker which takes into account the configuration possibilities RTC offers.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Tuleap Plugin TM_BTTuleap</td>
<td>Tuleap bugtracker connector, which takes into account the configuration possibilities Tuleap offers.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Polarion Req Plugin TM_PolarionReq</td>
<td>Connector with Polarion requirements: synchronization of requirements is made from Polarion to Squash.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Redmine Req Plugin TM_RedmineReq</td>
<td>Connector with Redmine requirements: synchronization of requirements is made from Redmine to Squash.</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>TM_ExecPlanWizard</td>
<td>Generation of execution plans automatically, from the campaign results, or from the previous iterations.</td>
<td>✅</td>
<td></td>
</tr>
</tbody>
</table>
5. PLUGINS INCLUDED IN THE SQUASH AUTOM’S LICENCE

<table>
<thead>
<tr>
<th>Plugin</th>
<th>Description</th>
<th>Community Offer</th>
<th>Premium Server Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>SquashJenkins</td>
<td>Automatic import of the results of automated test campaign run in Jenkins.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Squash Keyword Framework SKF</td>
<td>An implementation of the Squash Keyword automation framework, enabling the writing of control scripts for test automation managed in Squash TM.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>SKF Plugin TF Runner SKF</td>
<td>The interface that enables control of SKF tests via Squash TF, and the pull up of the results in Squash TM.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>JDBC Plugin</td>
<td>A SKF framework plugin providing keywords for managing database queries via JDBC.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Sahi Plugin</td>
<td>A SKF framework plugin providing keywords for managing interface testing via Sahi.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Cucumber Plugin</td>
<td>A SKF framework plugin providing keywords for managing Cucumber tests.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>FTP Plugin</td>
<td>A SKF framework plugin providing keywords for managing actions on FTP server.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Junit Plugin</td>
<td>A SKF framework plugin providing keywords for managing Junit tests.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>MEN XML Checker Plugin</td>
<td>A SKF framework plugin providing keywords for performing checks on XML files.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>XML functions Plugin</td>
<td>A SKF framework plugin providing keywords for performing transformation (XSLT) on XML files.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Selenium Plugin</td>
<td>A SKF framework plugin providing keywords for managing Selenium Driver – Junit tests.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Selenium Legacy Plugin</td>
<td>A SKF framework plugin providing keywords for managing Selenium 1 – Junit tests.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Soap UI Plugin</td>
<td>A SKF framework plugin providing keywords for managing service testing via Soap UI.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>SSH Plugin</td>
<td>A SKF framework plugin providing keywords for performing remote actions via SSH.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td>Eclipse Plugin TF Plugin Eclipse (Eclipse plugin)</td>
<td>A Squash Keyword Framework recognition by Eclipse, with syntax highlighting and autocompletion for keyboard inputs.</td>
<td>☑️</td>
<td>☑️</td>
</tr>
</tbody>
</table>

Note: in the case of the Premium Services Offer, the rollout of those plugins requires a preliminary technical study in order to validate the compatibility of the technical infrastructures.
In the case of the Premium Services Offer, the rollout of the plugins requires a preliminary technical study in order to validate the compatibility of the technical infrastructures.

### 6. PLUGINS INCLUDED IN THE SQUASH DEVOPS' LICENCE

<table>
<thead>
<tr>
<th>Plugin</th>
<th>Description</th>
<th>Office</th>
<th>Community</th>
<th>Premium</th>
<th>Server</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squash DevOps Jenkins Plugin</td>
<td>A Jenkins plugin for integrating calls to a Squash orchestrator within a pipeline.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Squash TM Micro-service Generator</td>
<td>The Squash orchestrator service for collecting predefined execution plans in Squash TM.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>Squash TM Premium Micro-service Generator</td>
<td>The Squash orchestrator service for the premium collecting of predefined execution plans in Squash TM.</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

Note: in the case of the Premium Services Offer, the rollout of the plugins requires a preliminary technical study in order to validate the compatibility of the technical infrastructures.

### 7. SPECIFIC PROVISIONS OF THE SAAS PREMIUM OFFER

The rollout of the previously listed plugins requires a preliminary technical study in order to validate the compatibility of the technical infrastructures.

#### 7.1. SOFTWARE AVAILABILITY

<table>
<thead>
<tr>
<th>Annual software availability rate</th>
<th>Ninety-nine percent (99%)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline before an issue making the Software unavailable is being dealt with.</td>
<td>One (1) hour**</td>
</tr>
<tr>
<td>Deadline before Service is reestablished if an issue makes the Software unavailable</td>
<td>Four (4)** hours from the beginning of the management of the issue on.</td>
</tr>
</tbody>
</table>

* Within the Squash support time slots.
** Deadlines are calculated as from the referral of Henix by the Client's technical crew.

#### 7.2. BACK-UP PROCEDURES

<table>
<thead>
<tr>
<th>Back-up frequency</th>
<th>Daily, at night</th>
</tr>
</thead>
<tbody>
<tr>
<td>Back-ups are kept during</td>
<td>Five (5) days for daily back-ups, and five (5) months for monthly back-ups</td>
</tr>
<tr>
<td>Back-ups storage</td>
<td>Transfer of the back-ups to two separate sites: one on Gandi, the other one on OVH. The back-ups are transferred every night using SSH.</td>
</tr>
<tr>
<td>Restoration of a back-up on the Client's demand</td>
<td>In one (1) working day. Is made from the available back up (see art. 7.3) the Client asked for.</td>
</tr>
</tbody>
</table>
# SERVER PREMIUM OFFER

<table>
<thead>
<tr>
<th>Use</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maximum number of authorized instances</strong></td>
<td>No limit, on premise</td>
</tr>
<tr>
<td><strong>Maximum number of users</strong></td>
<td>50</td>
</tr>
</tbody>
</table>

## Support

| Time slot from Monday to Friday | Between 9:00 am and 6h30 pm |
| Access point | Helpdesk platform (website) |
| Number of contacts | 1 | 2 | 5 | Contact us |

## SQUASH TM

| Basic public price, per year and per company; invoicing on order | 6 000 €HT | 10 000 €HT | 20 000 €HT | 35 000 €HT | On quotation |

## SQUASH AUTOM

| Basic public price, per year and per company; invoicing on order | 75% of the basic price (*) |

## SQUASH DEVOPS

| Basic public price, per year and per company; invoicing on order | 75% of the basic price (*) |

(*) For the use of Squash Autom and/or Squash DevOps with a test repository other than Squash TM, basic price indexed on the number of users of this repository.

# SAAS PREMIUM OFFER

<table>
<thead>
<tr>
<th>Use</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maximum number of authorized instances</strong></td>
<td>1 instance in SaaS</td>
</tr>
<tr>
<td><strong>Maximum number of users</strong></td>
<td>5</td>
</tr>
</tbody>
</table>

## Support

| Time slot from Monday to Friday | Between 9:00 am and 6h30 pm |
| Access point | Helpdesk platform (website) |
| Number of contacts | 1 | 2 | 5 | Contact us |

## SQUASH TM

| Basic public price, per year and per company; invoicing on order | 1 080 € | 2 160 € | 4 320 € | 8 640 € | 15 000 € | 30 000 € | 45 000 € | On quotation |