



## GENERAL TERMS AND CONDITIONS OF SALE FOR THE SQUASH OFFERS

### 1. PREAMBLE

#### 1.1. Squash' Publisher.

The publisher of Squash is Henix, Société par Actions simplifiée, French simplified joint-stock company:

##### HENIX

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Phone: +33 1 42 31 02 00

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Website: <https://www.henix.com>

Registration number at the Nanterre business and commercial register: 421 479 163

European VAT number: FR15421479163

#### 1.2. Stakeholders.

In these terms and conditions, "Henix" shall refer to it. "Customer" means the professional, legal person placing an order of products and services connected to Squash with Henix. In these terms and conditions, the category to which the Customer is linked is based on the objective criterion of the commercial offer of which he is the recipient, and where applicable, of the legal qualification thereof.

#### 1.3. Acceptance of these General Terms and Conditions of Sale.

Placing an order implies the Customer's full commitment to these general terms and conditions of sale made available by Henix by means of a quotation appendix and its two (2) appendixes, as well as respecting the obligations arisen from the French Intellectual Property Code and the licenses to use the products and the services. By accepting these terms and conditions, the Customer agrees to rule out the application of any personal terms and conditions of sale and/or purchase.

#### 1.4. Applicable Version.

It is strictly agreed that any dispensation or renunciation from a party, in the application, total or partial, of the agreements provided for these terms and conditions, regardless the frequency and the duration shall neither claim any alteration of the actual terms and conditions nor generate any right. Moreover, Henix reserves the right to change these terms and conditions, as well as the prices, at any moment: only the latest version is applicable to the new commitments or to the tacit or explicit renewal of the already existing commitments. In the event of any disagreement about the new terms and conditions, the Customer may terminate the contract by right, without penalty or compensation in accordance with Article 0.

#### 1.5. Supersedes Prior Agreements.

These terms and conditions replace and cancel any previous verbal or written agreement related to the subject of the business relation between the parties.

Furthermore, the Parties operate in an independent way as part of the execution of these terms and conditions, which shall not be interpreted as the creation of a subordinate relationship or a de facto partnership.

#### 1.6. Special Conditions of Sale.

These terms and conditions constitute the unique negotiation base for the category into which the Customer falls. They may however be completed by Special Conditions of Sale depending on the negotiations led with the Customer. In case of contradiction between the General Terms and Conditions of Sale and the Special Conditions of Sale, the Special Conditions of Sale prevail. If Special Conditions of Sale exist, the Customer renounces to communicate to anyone, directly or indirectly, about their stipulations, in any way whatsoever: the Customer agrees that a disclosure of their stipulations or the content of the negotiations with Henix shall 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.

"**Contracting Authority**": entity behind a project need and supervisor of the schedule and budget for the execution. This project shall lead to the realization of an immaterial IT product (software, script, *etc.*).

"**Documentation**": the instructions written for the Users, administrators and operators, delivered by Henix, under a dematerialized form or online.

"**General Terms and Conditions of Sale**": these terms and conditions, their potential future versions and additional documentation.

"**Instance**": in the case of a Squash SaaS offer, the Squash made available by Henix on the URL address communicated during the commissioning.

"**License**": contractual conditions in which the Software is granted to the Licensee.

"**Licensee**": the final beneficiary of the License User rights concession. It is, except express exemption, the Customer. In case where the Customer is expressly distinguished from the Licensee, the rights and obligations of one, stated in these terms and conditions, are imputed to the other, without interfering with the full impact of the legal provision.

"**Major Version**": a new version of the Software that includes major functionalities. The major versions are numbered via an increment of the first figure of the version number (for example: 1.0.0, 2.0.0, ..., *n.0.0*).

"**Minor Version**": a new version of the Software that mainly includes bug correction or minor improvement. The minor versions are numbered via an increment of the second figure of the version number (for example: 1.1.0, 1.2.0, ..., 1.*n.0*).

"**Modified Code**": code derived from the source code of the Software, which has undergone a modification, alteration and/or evolution not made available by Henix.

"**Object Code**": the binary files derived from the Source Code compilation.

"**Outcome**": all data and files resulting from the use of the Software.

"**Patch Version**": a new version of the Software that only includes bug corrections. These version are numbered via an increment of the third figure of the version number (for example: 1.0.1, 1.0.2...1.0.*n*)

"**Parties**": the Customer and Henix, together.

"**Period of Validity of the License**": the duration during which the License is granted. It is defined in the article Period of validity of the license 4.

"**Plugin**": a software provided by Henix, completing the Software to extend its functionalities.

"**Software**": all components provided by Henix:

- Either as object code in the case of a Server License (Premium offer or Ultimate offer)
- Or as the Squash instance in the case of a SaaS offer;
- Along with all its Updates.

"**Source Code**": all the Software instructions and program lines that require an access to modify the Software.

"**System**": 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, browsers, *etc.*).

"**Technical Contact**": the User empowered to report the requests for assistance, specific requests, defects and disruptions.

"**Third Party Software**": component that is neither created nor maintained by Henix, and which is not owned by Henix, that may be necessary for the operation of Squash, and/or may be used together with the Software. For example: MariaDB, PostGres, GitLab, Jira, Mantis, Junit, Cucumber, Robot Framework, *etc.* This is not a limitative list.

"**Updates**": all the improvements, all the error correcting programs or patches related to the Software, possibly made available by Henix for the Customer. The Updates include the Major Versions, Minor Versions and Patch versions and do not include the products and the features commercialized separately by Henix and invoiced in addition to the Customer.

"**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.*).

## 3. OBJET

At the time of subscription, the Customer signs up for one of the offers:

- Squash Premium offer: The Licensee gets the Software as Object Code;
- Squash Ultimate offer: The Licensee gets the Software as Object Code;
- Squash SaaS offer: The Licensee gets a SaaS Instance of Squash 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 License purposes may represent, according to the L. 335-3 article of the French Intellectual Property Code, a counterfeit action.

### 3.1. Case of the Premium offer and the Ultimate offer.

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

#### 3.1.1. Software.

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

- Squash's Object Code with exactly the same functional scope than the LGPL v3 distribution;
- The Object Code of Plugins, that cover features included in Premium and Ultimate offer. Those features are listed on this website: <https://www.squashtest.com/pricing/?lang=en> ;
- The electronic Documentation.

The Software is subject to a license concession and not a sale. Its terms and conditions are specified in article 5.1.

#### 3.1.2. Services.

In addition to the granted Software 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 Squash SaaS Offer.

This article concerns the provision of a SaaS instance of Squash.

#### 3.2.1. Software.

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

- A Squash Instance hosted on Henix's servers with the features listed on the website: <https://www.squashtest.com/pricing/?lang=en>;
- The electronic Documentation.

The Licensee can interface the Software with Third Party Software that he operates. The interface may require Plugins. These Plugins 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 License, the Licensee may benefit from Software support and maintenance services according to the terms and conditions defined in article 8. The Licensee may also benefit from operating services according to the terms and conditions defined in article 7. Services do not include the required equipment and Third-Party services such as Internet access.

## 4. PERIOD OF VALIDITY OF THE LICENSE

### 4.1. Duration.

The Parties do not intend to condition their agreement to a cooling-off period. Unless otherwise noted, the License

takes effect from the date when the Customer agreed the terms and conditions and the period of validity is one (1) year. The Parties agree that the License renews afterwards, with the same terms, by tacit renewal during the same period for lack of termination by one or the other Party notified by certified letter with return receipt requested one (1) month before the expiry of the term.

#### 4.2. Expiry Date of Software Usage.

The use of the Software necessitates a valid License that is, among others, a License that has not reach its expiry date. Henix reserves the right to put tools in place in order to control the respect of the expiry date of the Software's License.

### 5. COMMON PROVISIONS OF THE THREE OFFERS

#### 5.1. Licensing.

As long as these terms and conditions are respected, Henix concedes to the Licensee a non-exclusive and non-transferable Software License, during the Period of Validity of the License, under the conditions described hereinafter. In the case of the Squash Premium offer and the Squash Ultimate offer, the licensing can only apply if the Customer obtained the Software from Henix.

The Licensee's exclusive purpose is the realization of testing projects of which the Licensee is the only Contracting Authority, excluding any provision of services to any third party. The Licensee thus renounces to provide any IT services for an unauthorized (by Henix) third party, using the Software. Any interpretation of the other stipulations herein that would contradict this one should be considered ineffective.

The Software and the services described herein cannot be of benefit to the Licensee to provide services to any third party, nor can the Licensee make a third party benefit from it. In such a context, a particular contract must be agreed upon between Henix and this third party.

The rights are not granted to the Licensee's Affiliated Companies.

Furthermore, if after the effective date, Henix makes Software Updates available to the Licensee, those shall be automatically covered by these terms and conditions and shall be part of the Software.

#### 5.2. Maximum Number of Authorized Users.

The number of Users is estimated by adding up the number of active users listed in the Administration workspace of each instance of Squash installed in production.

At no time shall the number of users thereby calculated exceed the maximum number of users authorized by the License.

The same user will be counted as many times as it is declared as an active user in a Squash instance in production, whether it is authorized on a project or not.

Henix reserves the right to put means in place in order to control the effective number of users of the Software, and to set up mechanisms for blocking the Software in the event that this number exceeds the maximum number of authorized users indicated in the Pricing Book.

#### 5.3. Access.

The License granted to the Licensee enables the Software access to the authorized Users respecting the contractual conditions related to the License, especially concerning the maximum number of authorized Users and the License purpose.

In other cases, especially in the case of an access opening for the Licensee's customers, the Customer shall take out at least one (1) License per customer including the Software handling the projects, for an unlimited period.

The purchase of additional Licenses shall occur according to the prices and conditions applicable on the date of purchase.

### 6. SPECIFIC PROVISIONS—SQUASH PREMIUM OFFER AND SQUASH ULTIMATE OFFER

#### 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 Appendix](#) 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 version 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 License has expired, no installation of the Software in any environment can be maintained (except for open source components).

#### 6.2. Property 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 use reverse engineering on the Software, decompile the Software, disassemble the Software within the meaning of the provisions referred in article L.122-6-1 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 may contain various tools, applications and Plugins; it can be working with multiple platforms or languages; provided on several supports or the Licensee may receive several copies. Nevertheless, the Software is created and produced for the Licensee as a single product that 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 Squash 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 all or part of the Software.

### 7. SPECIFIC PROVISIONS—SQUASH SAAS OFFER

#### 7.1. Data Management related to 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 and taken into 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 17, 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 are 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 by 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 avert 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 to the active data base, 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 at the Client's demand can be made yearly. If more are needed, they will be invoiced additionally. Those restorations will be made following a procedure described in the [Technical and service commitments appendix](#).

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 and service commitments appendix](#), except for:

- (a) scheduled downtime 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 appendix](#).

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 [Prices 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 used 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 Customer subscribes, 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 security of this administrator account, and especially change the password associated to this account at its first connection.

The access to the Software by a Customer's User requires an authentication 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* type system is installed to prevent any connection other than HTTPS on the port 443.

## 7.8. Software's hermeticity.

The Software made available for the Customers, and the data associated, are isolated from one another.

## 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 and services Commitments appendix);
- (b) Analysis of the root causes of the incidents;
- (c) Correction of the potential defect 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 Technical and services Commitments appendix.

This (these) Technical Contact(s) is (are) the only one(s) empowered to contact the support service to make requests, specifying all the elements required for the good understanding and processing of these requests.

Henix reserves the right to not take into account 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 appendix.

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 slots of Henix's interventions is defined in the Technical and services Commitments appendix.

### 8.5. Updates.

Updates include the compilations of potential defect 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 any third party.

The Software Updates are delivered to the Licensee by Henix on any support and by any means, under a frequency decided by Henix.

Every Update, 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 defect in the functioning duly reported and documented by the Technical Contact is considered.

Henix provides to this Technical Contact the required information to intend to fix the defect 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 correction of the instructions specific to the Software that may be the source of the defect. This corrective maintenance leads to the delivery of an Update.

#### 8.6.2. Case of the Squash SaaS Offer.

The Software corrective version upgrades are performed as needed by Henix, without the prior consent of the Customer.

The downtimes required for the corrective version upgrades shall be scheduled 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.

Throughout the duration of the License, Henix provides new Software upgradeable versions, Major, Minor and Patch Versions, to the Licensee. Henix informs the Licensee of the availability of a new Major 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 Squash SaaS Offer.

The Updates 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 Update is permanent and cannot be subject to a rollback.

For evaluation purposes, the latest Update of the Software may be available for Customers on a shared ecosystem, available as a SaaS, platform.

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 support and the maintenance only apply to the Software version (*releases*) supported by Henix, considering that the latter commits to supporting the published Major Version of the Software for two (2) years.

The support and maintenance obligations do 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 whether they are delivered with the Software or not;
- (c) The outcome of the Software and of the Third Party Software;
- (d) Support and maintenance on APIs, interfaces or data format from Third Party Software;
- (e) In case of problem caused by Third Party Software, including those used together with the Software;
- (f) In case of malfunction of the Licensee's System; or
- (g) When the problems were solved in an Update that the Licensee chose not to use;
- (h) 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. Services 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 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 with the specified Software;
- (e) Specified software that may have been modified by others than Henix;
- (f) The modifications to make on 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 Squash Premium and Squash Ultimate Offers.

- (a) The operation of the Software;
- (b) The operation and files backups;
- (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. PRICES

### 9.1. Currency.

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

### 9.2. Unit prices.

The Prices Appendix sets out, if appropriate, the unit price for the products or services concerned by these terms and conditions.

### 9.3. Prices development.

The applicable prices are those mentioned in the price scales, the offer or the quotation 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 Prices Appendix. Henix grants itself the right to change prices at any time without liability whatsoever. These new prices are applicable only from the date of renewal, tacit or express, of the contract, and to the condition that Henix notify it to the Customer at least three (3) months before those changes take effect by an e-mail sent to the Technical Contact, see 8.2. In case of refusal of these new prices by the Customer, the contract is cancelled by right.

### 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, Squash Premium and Squash Ultimate offers.

The travel expenses engaged to reach the Customer's location, outside the Île-de-France region are invoiced, on presentation of proofs and to the extent of the following elements:

- (a) Transportation up to the SNCF 2<sup>nd</sup> class tariff or mileage allowance up to the scale published by the French government in "Le Journal Officiel";
- (b) Accommodation, breakfast and dinner, up to two hundred (250) euro tax excluded per day.

### 9.6. Price Reduction.

No discount whatsoever is granted in case of advance payment. No discount (price cut, rebate, reduction, etc) is generally granted.

### 9.7. Revaluation about number of users.

The Licensee can ask for an upward adjustment of the maximum number of authorized users. The ongoing License is then interrupted, and the Licensee is paid off a *pro rata-temporis*-calculated sum, based on the remaining duration between the time of his request and the end of the Period of Validity of the License. A new License with a one (1) year commitment is invoiced based on the current applicable prices available on the website at <https://www.squashtest.com/?lang=en> or available upon request.

A downward adjustment of the maximum number of authorized users is only possible at contract renewal time,

complying with a one (1) month notice, and based on the current applicable prices at the time of the request.

## 10. PAYMENT

### 10.1. Principles.

The License and the associated maintenance services are purchased according to terms defined in article 3. Their effective date is defined in article 4. The price to access the services cannot be based on the actual use. Henix may invoice any non-contractual cost required by the completion of the offer, incurred after prior written agreement from the Customer.

### 10.2. Payment method.

Payment is exclusively made by bank transfer or bank cheque. In case of payment by bank cheque, this one shall be issued by a bank located in metropolitan France. The cashing of the cheque is made upon receipt.

### 10.3. Payment period.

The invoice of the services is made by Henix on the effective date of the License then on the anniversary date of the Subscription. The payment shall occur thirty (30) days from the issue date of the invoice. Payments made by the Customer are considered definitive only after the effective cashing of the sum of money due to Henix.

### 10.4. Late fee or non-payment.

Any delay or non-payment on due date indicated on the invoice automatically leads to:

- Firstly, the immediate payment of any total due.
- Secondly, the calculation and the payment of a late fee in the form of interests, the sum shall be equal to one (1) time the interest rate applied by the European Central Bank to its most recent refinancing exercise augmented of ten (10) percentage points. This rate cannot be lower than three times the French legal rate of interest. This late fee is calculated on the amount (all tax included) of the remaining due sum, and begins from the day after the latest date for payment indicated on the invoice. It ends when the amount is entirely paid, without using payment reminders or formal notices. The sum is calculated *pro rata temporis*.
- Thirdly, the right for Henix to suspend the execution of the service in progress and to delay any new order or delivery.
- Fourthly, an obligation for the debtor to pay a forty (40) euros lump sum for recovery costs. An additional allowance may be demanded, upon presentation of relevant proof, when the recovery costs incurred are higher than the lump sum.
- Fifthly, any later payment for whatever reason, shall be immediately imputed and, by priority, to the extinction of the oldest debt.

## 11. OBLIGATIONS FROM HENIX

### 11.1. Obligation to inform.

Henix must inquire into the Licensee's needs, inform him with any useful information concerning the service to deliver, suggest an appropriate solution to his issues as far as the issues appear to be in the rational context of the company and to warn him against any potential limits of the suggested solution.

### 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 staff training related to these changes.

### 11.3. Counselling obligation.

Henix must inform the Licensee, and even advise him, communicating to him any potential useful information.

### 11.4. Limitation of liability.

Henix is responsible for the direct damages caused to the Licensee resulting exclusively from a very serious misconduct or divesting of its substance the essential obligation of Henix.

In the case of a Squash SaaS Offer, Henix - as being accountable for processing personal data, is also responsible of any material or moral damages caused to the Licensee that would result from a violation of 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 concerning the free circulation of these data.

Henix is not responsible for the indirect damages, including the loss of profits, income, data or the use thereof, and the resulting damages: an improper use, an abusive use of the Software by the Licensee; a mistake, a negligence or an abusive interference from the Licensee; a defective electrical installation; non-compliance to the installation or operating instructions; an intervention on the Software made by a third party expressly non-recognized by Henix as well as any damage resulting from the use of non-recognized provisions and equipment; of Force Majeure or due to a third party.

In case of data or software loss, whatever the reason, Henix shall not be responsible for this loss insofar as the Licensee is responsible for the completion of his backups and the use of software for which he acquired licenses.

Unless otherwise provided by law, the liability for direct damages from Henix under these terms and conditions shall not exceed the total paid by the Customer under his contractual relation with Henix; and, insofar as these damages result from the use of software or services responsible for the damages, the total paid by the Customer for the software and services responsible for the damages. These terms and conditions spread risks between Henix and the Customer; the agreed prices reflect this division of risk and the resulting limitation of liability.

## 12. LICENSEE'S OBLIGATIONS

### 12.1. Commitment to co-operation.

In general, the Licensee shall provide support to Henix in the execution of the services and commits to collaborating to enable a better execution of the due services.

The Licensee shall inform Henix of any defect in the functioning of the Software that may require a revision of the supported Software.

The Licensee must accept any stable version of the Software offered by Henix for free and according to the modalities provided in the [technical and service commitments appendix](#).

The Licensee ensures any facility to Henix in the execution of the services, especially concerning the access to the premises during the regular working days and hours as well as the availability of several means.

### 12.2. Commitment to transparency.

The Licensee commits to informing Henix under one (1) month by a letter with acknowledgement of receipt of any modification of the information communicated during the order (shipping address, invoicing information, banking details, etc.).

### 12.3. Terms and conditions enforcement.

The Licensee commits to respecting the Software's contractual conditions of use, to apply strictly the instructions given by Henix as part of the passed-up request process and to respect the totality of the stipulations in these terms and conditions.

### 12.4. Operation on the Software.

The Licensee commits to carrying out any installation of a new version, any revision or any intervention concerning the Software either by the Licensee's teams, by Henix or by a third party approved by Henix.

### 12.5. Requirement to file.

In case of a Squash Premium offer or a Squash Ultimate offer, the Licensee must file every 6 months the number of users on its production instances. This statement has to be made 30 calendar days after the 6 months at the latest. To comply with this requirement to file, the Licensee sends a report to the Squash Support team. This report contains a screenshot of the "Administration - System" page from each Software production instance.

### 12.6. Unicity for server Licenses.

The Licensee commits to buying only one type of server License. This means that the Licensee cannot have a Squash Premium License and a Squash Ultimate License at the same time.

### 12.7. No poaching.

The Licensee and the Customer expressly renounce to solicit any Henix member of staff, directly or indirectly, for recruitment purpose from the effective date of the License and during two (2) years after the end of the License. In the case where the Licensee may not respect this obligation, he commits to compensating Henix, by paying immediately and by simple request, a lump sum equal to twelve (12) times the monthly gross remuneration of the employee upon departure day.

## 13. COPYRIGHT

### 13.1. Squash Community.

Squash is complementary made available for the community on the website <https://www.squashtest.com/?lang=en>.

This version can be used freely, in accordance with the terms of the LGPL v3 license.

Henix enables the downloading of all the source codes of the free software included in the services and of which it remains the owner; the Licensee shall respect the associated rights and licenses.

Henix is and remains the owner, firstly, of the property rights related to any element of the application services, and secondly, of the Software made available for the Licensee. Henix grants to the Licensee a non-exclusive and non-transferable personal right to use the Software, during the totality of the License and worldwide.

The Licensee shall only use the application services and the Software in accordance with his needs and their documentation.

### 13.2. Free software Plugins.

Some Software Plugins and third-party free software Plugins that come with it are or may be made available by Henix on the website <https://www.squashtest.com/?lang=en>.

### 13.3. Scope of rights granted on Plugins.

Henix grants to the Licensee the following rights on the Plugins, for all destinations and for the duration of the License under the following conditions.

Henix is and remains the owner of the property rights relating to the Plugins made available for the Licensee.

Henix concedes to the Licensee a personal, non-exclusive and non-transferable right to use the Plugins, for the duration of the License.

The Licensee can only use the plug-ins in accordance with its requirements and their documentation.

The Licensee is never allowed to redistribute copies of the Plugins to third parties, including affiliate companies, in any form whatsoever.

### 13.4. Henix Copyright.

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 requests processing are deleted as soon as the solution is found.

### 13.5. Expertise.

Only Henix can claim the expertise provided during the services.

### 13.6. Copyright and intellectual property.

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.

### 13.7. No bestow of property rights.

These terms and conditions do not bestow any property rights on the Software to the Licensee.

The transfer of non-exclusive right of individual use of the Software according to what is 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 use of the Software above-mentioned.

### 13.8. No copy.

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

### 13.9. Counterfeit.

Henix or any third party who may be named as his successor, for whatever reason, defends and guarantees the Customer against any complaint, trial or lawsuit from any third party on the grounds that the Software may be a counterfeit of copyrights or patents protected in France or abroad.

Henix's obligations are expressly subject to the following conditions:

- (a) The Customer informs 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 defenders who will oversee the follow-up 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

### 14.1. Henix's obligation of confidentiality.

Henix commits to keeping strict secrecy of the information, the maintenances, 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 License is effective and after the completion date, and this during five (5) years.

### 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 not to reuse, except express exemption, 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 totality 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.

### 14.6. Data protection act.

Every Party guarantees the other that they proceeded to all the obligations imposed under the act n° 78-17 of January 6<sup>th</sup>, 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 27<sup>th</sup>, 2016 concerning the protection of the physical persons towards the personal data processing and concerning the free circulation of these data ("Regulation"), as well as in the law N 2018-493 of June 20<sup>th</sup>, 2018 regarding the protection of personal data and the decree N 2018-687 of August 1<sup>st</sup>, 2018 taken for the law enforcement N 78-17 of January 6<sup>th</sup>, 1978 regarding the computing, to the files and to the liberties, modified by the law N 2018-493 of June 20<sup>th</sup>, 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 Squash Premium and Squash Ultimate Offers.

Within the framework of the present, Henix only proceeds to the data processing of the physical representative(s) of the Customer.

This data is any data transmitted by the Customer, the Licensee, or the User within the framework of the present contractual relation.

#### 15.2.2. Case of the Squash SaaS Offer.

Within the framework of the present, Henix executes in particular the data processing of the physical representative (s) of the Customer.

In the SaaS context, 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 accuracy 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 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 after 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 data rectification, right to data erasure, right to restriction of 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 restriction of processing concerning them. They can oppose such a treatment and can ask for the portability of these data.

The communicable information in conformance with the present article is supplied by every suitable means, in the same form as the request. The person who carry out this request must prove its identity by every possible means and specifies the address where the information must be sent. In case of reasonable doubts as for the identity of the person, 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, except 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".

### 15.9. Claims.

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.

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

### 15.10. Violations notification to CNIL.

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 knowledge 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.

### 15.11. Data deletion.

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. By the Customer.

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 new tariff conditions established under the terms of Article 10.3;
- (c) Refusal 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 by Henix of its obligations, after formal notice by registered letter with acknowledgment of receipt remained 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 of the termination.

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. By Henix.

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; or
- (c) If one of the stipulation or obligation of this text is not respected.

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. Cancellation effects.

Once the License is rightfully cancelled, the Customer commits to deleting all the Plugins included herein. Henix also commits to deleting all the data transmitted by the Licensee as part of the processing of the passed-up requests by the latter.

## 18. WITHDRAWAL

### 18.1. Withdrawal conditions

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.

(Complete and return this form only if you wish to withdraw from the contract.)  
For the attention of Henix company, 23-25 avenue du docteur Lannelongue, 75014 Paris:  
I/we\* inform you hereby of my/our\* withdrawal from the contract concerning the sale of the good\*/the service provision\* below:  
Ordered on\*/received on\*:  
Customer(s) name(s):  
Customer(s) address(es):  
Customer(s) signature(s) (only in case of notification of this form on paper:  
Date:  
\* Delete as appropriate.

### 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 10<sup>th</sup>, 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 0.

## 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. French laws.

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.

### 21.3. Jurisdictional settlement of the disagreement: territorial jurisdiction.

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.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Scope of the offer:

Squash Premium Offer:

Squash Ultimate Offer

Squash SaaS Offer

Date: \_\_\_\_\_

Name, First name: \_\_\_\_\_

\_\_\_\_\_

Signatory Function: \_\_\_\_\_

\_\_\_\_\_

Signature and company's stamp:

# TECHNICAL AND SERVICE COMMITMENTS APPENDIX

## 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 of 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 criticality:

- *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

**Support access**: Via the website:

<https://squash.atlassian.net/service desk/customer/portal/5>

**Support Schedule**: Business days, from Monday to Friday: 09:00 am – 06:30 pm (GMT+1 - Paris)

**Number of contacts**: The number of contacts depends on the number of users authorized by the License:

Number of users	Number of contacts
<100	1
250	2
500	5
>500	See particular conditions of sale

## 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.

	Incident		Assistance Request	Specific request
	Critical	Noncritical		
<b>Management time</b>	4 hours			
<b>Investigation time</b>	1 day	2 days	5 days	10 days

	Criticality of the anomaly/issue		
	Blocking	Major	Minor
<b>Corrective time</b>	2 days	Next Major Version or under 6 months max	Next Major Version or the one to come, exception being duly motivated by Henix

## 4. FEATURES INCLUDED IN THE LICENSES

Features included in the License are listed on our website:

<https://www.squashtest.com/pricing/?lang=en/?lang=en>

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

### 5.1. 7.1. Software's availability

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

\* Within the Squash support schedule.

\*\* Deadlines are calculated from the referral of Henix by the Client's technical crew.

### 5.2. 7.2. Back-Up Procedures

<b>Back-up frequency</b>	Daily, at night
<b>Back-ups are kept during</b>	Five (5) days for daily back-ups, and five (5) months for monthly back-ups
<b>Back-ups storage</b>	Transfer of the back-ups to two separate sites, operated by two different companies. The back-ups are transferred every night using SSH.
<b>Restoration of a back-up at the Client's request</b>	In one (1) working day. Is made from the available back up (see art. 7.3) requested by the Client.

### 5.3. Update procedures

Version type	Decision maker	Notice period	Modalities
Major	Client	2 months	Opens a support ticket
	Henix if Client's version is not supported anymore (see 8.8)	2 months	Seen with the Client
Minor	Henix	2 weeks	After support's schedule
Patch	Henix	4 hours	After support's schedule

**PRICES APPENDIX**

**1. SERVER OFFERS**

	<b>5 users</b>	<b>10 users</b>	<b>25 users</b>	<b>50 users</b>	<b>100 users</b>	<b>250 users</b>	<b>500 users</b>	<b>+500 users</b>
<b>Squash PREMIUM</b>	-	-	4 000 €	6 000 €	10 000 €	20 000 €	35 000 €	+ 15 000 € every 250 additional users
<b>Squash ULTIMATE</b>	-	-	10 000 €	15 000 €	25 000 €	50 000 €	87 500 €	+ 37 500 € every 250 additional users
Public prices in euros, without taxes, per year, depending on the number of active users								

**2. SQUASH SAAS OFFER**

	<b>5 users</b>	<b>10 users</b>	<b>25 users</b>	<b>50 users</b>	<b>100 users</b>	<b>250 users</b>	<b>500 users</b>	<b>+500 users</b>
<b>Squash SaaS</b>	2 000 €	3 000 €	6 000 €	10 000 €	18 000 €	35 000 €	45 000 €	On quotation
Public prices in euros, without taxes, per year, depending on the number of active users								