



Astrato OEM Terms

These Astrato OEM Terms constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer subscribes to mpmX including the Astrato Component in an applicable Order Form.

1. Scope, Parts and Subject Matter

- 1.1 These Astrato OEM Terms apply when Customer has subscribed to mpmX with Astrato Component as a Service in the applicable Order Form.
- 1.1 The subject of these Astrato OEM Terms is the granting of rights of use to mpmX with Astrato Component. The Astrato Component is additionally subject to any applicable and mandatory licensing or usage restrictions of Astrato Analytics Ltd. and its licensors to the extent such restrictions are binding on MPMX under its OEM agreement with Astrato Analytics Ltd. In case of conflict, such mandatory third-party restrictions prevail solely with respect to the Astrato Component
- 1.2 mpmX and its documentation are protected by applicable intellectual property laws, including copyright, database rights, and trade secret protections, and all rights therein remain with MPMX or its licensors.
- 1.3 No rights to source code are granted. Reverse engineering, decompilation, or disassembly is prohibited to the extent permitted by applicable law.

2. Properties of mpmX

The properties of the product provided by MPMX are conclusively determined by the service description valid at the time when Customer has subscribed to mpmX with Astrato Component as a Service in the applicable Order Form. Public statements, advertising, or marketing materials do not constitute binding specifications unless expressly confirmed in writing by MPMX. The service description consists of the product description and application documentation. Customer cannot derive any further obligation in this respect, in particular from other representations of mpmX in public statements or in advertisements made by MPMX or its employees or sales partners. Any exception only applies if MPMX has expressly confirmed to such exception.

3. Provision of mpmX with Astrato Component

- 3.1 Depending on the usage model specified in the applicable Order Form, mpmX with Astrato Component is provided either:
 - (a) as a SaaS solution, in which case MPMX operates and secures the hosting environment where hosting is provided by MPMX; or
 - (b) as Customer-managed software for download, in which case Customer is solely responsible for hosting, infrastructure, system configuration, security controls, backups, and availability of the environment in which mpmX with Astrato Component is installed or operated.
- 3.2 This provision is limited in time for the agreed Services in the applicable Order Form. If mpmX with Astrato Component is installed on Customer's own server, Customer deletes mpmX from the server at the end of the Services Term. The same applies accordingly if mpmX with Astrato Component is used in a cloud environment managed by Customer or in a cloud environment of a Third Party commissioned by Customer.

4. Special Right of Termination

- 4.1 Good cause for termination exists in particular if Astrato discontinues the distribution, availability, or licensing of the Astrato Component. MPMX informs Customer of the discontinuation immediately after MPMX has been notified of this circumstance by Astrato. MPMX will use commercially reasonable efforts to provide a replacement solution or workaround where feasible.
- 4.2 In the event that MPMX's right to distribute, sublicense, or otherwise provide the Astrato Component terminates, Customer's right to use the Astrato Component, any replacement solution, or any workaround continues only until such termination for good cause becomes effective or, if later, for the remaining agreed Services Term, and is not subject to any renewal or extension.

5. Special Provisions regarding Astrato Component

- 5.1 Customer acknowledges that mpmX contains or incorporates proprietary software and services of Astrato Analytics Ltd. in the form of the Astrato Component.
- 5.2 MPMX ensures that the agreement with Customer contains terms no less protective of Astrato Analytics Ltd. and its licensors than those applicable to MPMX under the relevant OEM arrangements, including in particular that: (i) Customer has no ownership rights in the Astrato Component; (ii) use of the Astrato Component is limited to the scope contractually permitted through mpmX; (iii) no use exceeding the granted subscriptions, metrics, or usage scope is permitted; (iv) no

unauthorized sublicensing, resale, assignment, transfer, or unauthorized access is permitted; and (v) Astrato Analytics Ltd. and its affiliated companies have no liability or responsibility towards Customer.

- 5.3 MPMX grants Customer a non-exclusive, non-transferable, non-assignable, limited right during the Services Term to use the Astrato Component solely as integrated within mpmX and solely for Customer's internal business purposes and, where contemplated by the applicable Order Form, for Customer-facing embedded analytics use cases.
- 5.4 Customer may use the Astrato Component solely for the contractual use of mpmX. Any independent extraction of the Astrato Component, unauthorized transfer, reverse hosting, standalone relicensing, or other use outside the scope contractually permitted through mpmX is prohibited.
- 5.5 Customer ensures that any Users accessing the Astrato Component comply with these Astrato OEM Terms.
- 5.6 Customer undertakes to comply with all applicable laws and regulations when using the Astrato Component, including those relating to data protection and export control, sanctions, and intellectual property protection.
- 5.7 Customer bears full responsibility for all data introduced into the Astrato Component and is responsible for ensuring adequate backup and protection of such data.
- 5.8 Astrato Analytics Ltd. and its Affiliated Companies are not contractual partners of Customer and have no liability or responsibility directly towards Customer.
- 5.9 MPMX remains solely responsible for providing the Services including the Astrato Component.
- 5.10 Any claims relating to the Astrato Component may be asserted only against MPMX under the Agreement.
- 5.11 MPMX operates the Astrato Component under an OEM agreement with Astrato Analytics Ltd.
- 5.12 MPMX may verify Customer's compliance with agreed license restrictions upon reasonable prior notice and during normal business hours, primarily by requesting relevant usage information reasonably required to verify compliance with applicable subscription or usage metrics.
- 5.13 On-site audits are only conducted where remote verification is reasonably insufficient and only upon reasonable notice, subject to confidentiality obligations and with minimal disruption to Customer's operations.
- 5.14 MPMX may share relevant compliance information with Astrato Analytics Ltd. to the extent reasonably required under MPMX's OEM obligations, subject to appropriate confidentiality protections.
- 5.15 MPMX does not warrant and is not liable for the Astrato Component except to the extent liability cannot be excluded under mandatory law.
- 5.16 The Astrato Component is provided "as is" to the extent permitted by applicable third-party licensing arrangements.
- 5.17 For the avoidance of doubt, these Astrato OEM Terms exclusively bind and entitle the Parties unless expressly agreed otherwise. In particular, Customer may not derive any claims against Astrato Analytics Ltd. from these Astrato OEM Terms.

These Astrato OEM Terms are effective as of the date of publication. Last updated: 01 May 2026.