Terms and Conditions of Sale and Use — kore product

Version 1.0 — Effective as of 11/09/2026 — Last updated: 11/09/2026

Courtesy translation. The French version is the reference text and prevails in case of discrepancy (see Article 21.8).

Preamble — Who we are

The **kore product** platform (the "Platform") is published by **kore software**, SAS with a share capital of €100, registered with the Nantes Trade and Companies Register (RCS) under no. 109 826 586, with its registered office at 1(rue Raphael 44240 Sucé sur Erdre, intra-Community VAT no. FR64 109 826 586, reachable at contact@koreproduct.io (the "Provider").

Hosting: the Platform is hosted by Vercel Inc., 440 N Barranca Ave #4133, Covina, CA 91723, United States (vercel.com). Data is stored in the Dublin region (Ireland, European Union).

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Article 1 — Purpose, scope and acceptance

1.1 These Terms and Conditions of Sale and Use (the "T&Cs") govern access to and use of the Platform, a product lifecycle management service offered as SaaS, and the associated services (hosting, support, maintenance).

1.2 Business customers only. The Platform is intended exclusively for **professionals** acting for the purposes of their business. It is not offered to consumers. By signing up, the person declares that they act on behalf of a professional entity and have the authority to bind it.

1.3 Acceptance. The T&Cs are accepted by the Client when creating its account or subscribing to a Plan, by ticking the box provided for that purpose. This acceptance constitutes an electronic signature and agreement to all provisions. The Provider keeps evidence of acceptance (date, identifier, version of the T&Cs).

1.4 Order of precedence. The contract consists of the following documents, in descending order of priority: (i) the Order Form or amendment signed with the Client, if any (the "Special Terms"); (ii) these T&Cs; (iii) the Data Processing Agreement (the "DPA") published [at: URL]; (iv) the online documentation.

1.5 Any general purchasing terms of the Client are excluded, unless expressly agreed in writing and signed by the Provider.

Article 2 — Definitions

- **Client**: the professional entity that creates an account or subscribes to a Plan.
- **PM User**: a person designated by the Client who holds a paid seat giving access to the Product Management features of the Plan.
- **Non-PM User**: an employee of the Client acting in a Sales, CSM, Support, executive (C-Level) or development role, who benefits from free and unlimited access under Article 6.
- **Plan**: the subscription tier chosen (Free, Prime or Champions), described in Article 7.
- **AI Coins**: credits for using the Platform's artificial intelligence features.
- **MCP Server**: the Platform's Model Context Protocol server, which allows external AI agents to be connected.
- **Connectors**: integrations with third-party services (for example Jira, GitHub, Azure DevOps, Zendesk, Intercom, Slack, Outlook, Qualtrics, ServiceNow, HubSpot, Salesforce).
- **Client Data**: all data and content entered, imported, synchronized or generated by the Client or its Users through the Platform.
- **Personal Data**, **Controller**, **Processor**: have the meaning given in Regulation (EU) 2016/679 ("GDPR").

Article 3 — Account creation and access security

3.1 The Client creates an account by providing accurate, complete and up-to-date information, and undertakes to keep it updated.

3.2 Each PM User account is personal and may not be shared. The Client is responsible for the confidentiality of credentials and for any action taken from its accounts. It informs the Provider without delay of any unauthorized access at [security e-mail].

3.3 The Client designates one or more administrators, who manage access, roles and billing.

Article 4 — Trial period (Free Plan)

4.1 The Free Plan is available for **thirty (30) days**, with no commitment and no credit card. It includes 50 AI Coins, unlimited collaborators, as well as the Connectors and the MCP Server.

4.2 At the end of the trial, access is suspended unless the Client subscribes to a paid Plan. Client Data is kept for [30] days after the end of the trial to allow export or subscription, and is then deleted.

4.3 The trial is intended for evaluating the Platform. The Provider may limit or refuse a new trial in case of abuse (for example, successive trials for the same entity). The SLA in Article 12 does not apply to the trial.

4.4 If the Client uses real Personal Data during the trial, the DPA applies from sign-up.

Article 5 — Right of use and restrictions

5.1 License. The Provider grants the Client, for the term of the contract, a personal, non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Platform for its internal product management needs, within the limits of the Plan subscribed.

5.2 Restrictions. The Client shall not, in particular: (i) copy, modify, decompile or attempt to extract the source code of the Platform, except within the limits mandatorily permitted by law; (ii) resell, rent or make the Platform available to third parties, other than through the portals provided for that purpose; (iii) undermine the security or availability of the Platform (unauthorized penetration testing, deliberate overloading); (iv) use the Platform to develop a competing product or for unlawful purposes; (v) exceed reasonable technical usage limits (API calls, MCP requests) set out in the documentation.

5.3 Roadmap portals. The Client is solely responsible for the content published on its public or private portals (including white-label portals), and for compliance with third-party rights and applicable regulations.

Article 6 — Free and unlimited Non-PM Users

The Client's Non-PM Users (Sales, CSM, Support, C-Levels, Developers) benefit from **free access with no limit on numbers**, regardless of the Plan subscribed, within the functional limits described in the documentation.

This free access applies to the Client's employees (and those of its affiliates more than 50% owned) for its internal needs. It may not be invoked to give an outside third party access, or to avoid purchasing PM User seats for people who in practice perform Product Management functions. In case of manifest abuse, the Provider may require the relevant seats to be regularized within [30] days.

Article 7 — Plans and prices

7.1 Plans.

	FREE	PRIME	CHAMPIONS
Price per PM User	€0 excl. VAT (30-day trial, no credit card)	€15 excl. VAT/month (annual) or €20 excl. VAT/month (monthly)	€40 excl. VAT/month (annual) or €50 excl. VAT/month (monthly)
AI Coins per PM User	50 (for the duration of the trial)	200 per month	500 per month
Non-PM Users	Unlimited and free	Unlimited and free	Unlimited and free
Connectors and MCP Server	Included	Included (CRM/Tech connectors)	Included
White-label portals	Included	Included	Included
CPO Cockpit, Client 360° Cockpit	No	No	Included
SAML SSO	No	No	Included

7.2 Prices are expressed in euros excluding taxes; VAT at the applicable rate is added. The prices in force are those displayed at [pricing page URL] on the date of subscription or renewal.

7.3 Changing Plan. The Client may upgrade to a higher Plan or add PM Users at any time; the difference is invoiced pro rata. Moving to a lower Plan or reducing the number of seats takes effect at the next renewal.

Article 8 — Term, renewal and termination

8.1 Term. The subscription is taken out for a **monthly** or **annual** term, depending on the Plan chosen, starting on the date of subscription.

8.2 Renewal. At the end of each period, the subscription is tacitly renewed for a period of the same length, at the price then in force. The Provider informs the Client of any price change by e-mail at least 60 days before annual renewal (15 days for monthly).

8.3 Termination by the Client. The Client may object to renewal at any time from its administration console or by e-mail to resiliation@koreproduct.io, at the latest 30 days before the end of the current annual period, or at the latest 10 days before the end of the current monthly period. Access remains open until the end of the paid period. Sums paid for the current period are non-refundable, except in the cases provided for in Articles 12.4 and 15.1.

8.4 Termination for breach. In case of a serious breach by a Party that is not remedied within thirty (30) days after written notice, the other Party may terminate the contract automatically, without prejudice to damages.

8.5 Suspension. The Provider may immediately suspend access in case of a risk to the security or integrity of the Platform, unlawful use or breach of Article 5.2, informing the Client as soon as possible.

8.6 No right of withdrawal. The Client, as a professional, does not benefit from the right of withdrawal provided for under consumer law. [To be verified: Article L221-3 of the French Consumer Code extends certain protections to small entities acting outside their main field of activity; provide a suitable clause if your target includes very small entities.]

Article 9 — Invoicing and payment

9.1 Invoicing. Annual Plans are invoiced [annually in advance]; monthly Plans, monthly in advance. Invoices are issued electronically and are available in the administration console.

9.2 Payment methods. Bank card / SEPA direct debit, depending on the Plan. Card payments are processed by Stripe; the Provider does not store card numbers.

9.3 Due date. Invoices are payable within 30 days of the invoice date, or immediately in case of card payment. The payment period may not exceed the limits set by Article L441-10 of the French Commercial Code.

9.4 Late payment. Any delay automatically results, without prior notice, in late-payment penalties at a rate of three (3) times the legal interest rate, together with a fixed recovery-cost indemnity of **€40** (Articles L441-10 and D441-5 of the French Commercial Code), without prejudice to further compensation on supporting evidence.

9.5 Suspension for non-payment. After formal notice remains without effect for 15 days, the Provider may suspend access until payment is regularized.

9.6 Price revision. The Provider may revise its prices at each renewal, subject to the notice period in Article 8.2. If the Client does not accept, it may object to renewal.

Article 10 — Artificial intelligence and AI Coins

10.1 Allocation. AI Coins are allocated according to the Plan (Article 7.1). Unused AI Coins are not carried over from one month to the next. Additional AI Coins may be purchased at the pricing in force.

10.2 Nature of results. Content generated by AI (verbatim clustering, scoring, PRDs, user stories, personas, competitive analyses, etc.) is decision support. It may contain errors or omissions. The Client remains solely responsible for the decisions taken and for checking content before any use or publication.

10.3 Zero-Training. The Provider undertakes that Client Data will **never be stored**, nor **used to train, fine-tune or improve public language models** or models accessible to third parties, whether by the Provider or by its model providers acting on its behalf.

Article 11 — MCP Server, Connectors and third-party services

11.1 MCP Server. The MCP Server allows third-party AI agents (for example Claude Desktop, Cursor, in-house agents) to be connected to the Platform, with read and write access. The Client is solely responsible for the choice, configuration and use of these agents, as well as for their publishers' terms. Data sent to a third-party agent falls outside the Provider's control. The Client assigns suitable permissions to agents (least-privilege principle) and remains responsible for actions carried out with its credentials or tokens.

11.2 Connectors. Connectors rely on third-party services whose availability, changes and terms the Provider does not control. The Client declares that it holds the rights and licenses required from those third parties. The Provider is not liable for unavailability, an API change or a restriction imposed by a third-party provider, but endeavors to adapt the Connectors within a reasonable time.

Article 12 — Availability, support and maintenance

12.1 Availability. The Provider uses its best efforts to ensure Platform availability of 99.5% per month, excluding scheduled maintenance, force majeure, and failures of third-party services or of the Client.

12.2 Maintenance and updates. The Provider may update the Platform and carry out maintenance, informing the Client in advance when an interruption is foreseeable. It shall not make any change that would substantially reduce the essential features of the Plan subscribed during the current period.

12.3 Support. Support is available by e-mail at support@koreproduct.io on business days from 9am to 6pm (Paris time). Target first-response time: 24 business hours.

12.4 Failure to meet the service level. In case of repeated failure to meet the availability level over 3 consecutive months, the Client may terminate without penalty and obtain a refund of the pro rata share of prepaid sums for the uncovered period.

12.5 Backups. The Provider performs regular daily backups of Client Data, retained for 7 days.

Article 13 — Intellectual property

13.1 Platform. The Provider remains the sole owner of the intellectual property rights in the Platform, its updates, its documentation, its trademarks, its data models and its algorithms. No right is assigned to the Client other than the right of use in Article 5.1.

13.2 Client Data. The Client retains full ownership of Client Data. It grants the Provider a limited, non-exclusive license, for the term of the contract, solely to provide the service to the Client, in compliance with Article 10.3.

13.3 Generated content. Subject to third-party rights and the probabilistic nature of AI, content generated from Client Data at the Client's request belongs to the Client, which is responsible for its use.

13.4 Feedback. Improvement suggestions communicated by the Client may be freely used by the Provider, without compensation and without including confidential Client Data.

13.5 Infringement warranty. The Provider warrants the Client against any third-party claim alleging that the Platform, used in accordance with the contract, infringes an intellectual property right, and bears the damages awarded and reasonable defense costs, provided that the Client informs it without delay, lets it lead the defense and cooperates. The Provider may modify the Platform, obtain a right of use or, failing that, terminate and refund the pro rata share of prepaid sums.

Article 14 — Personal data

14.1 Roles. For Personal Data contained in Client Data (for example, verbatims and contact details of the Client's end users), the Client is the **Controller** and the Provider the **Processor**, under the terms of the DPA, which forms an integral part of the contract. For Users' account data (identity, login, billing), each Party acts as an independent controller for its own purposes.

14.2 Location. Client Data is hosted within the European Union. Any transfer outside the European Economic Area is subject to the safeguards of Chapter V of the GDPR.

14.3 Sub-processors. The list of sub-processors is available on request at contact@koreproduct.io. The Provider informs the Client of any change with 30 days' notice, during which the Client may object on legitimate grounds.

14.4 Security. The Provider implements appropriate technical and organizational measures, described in the DPA. It notifies the Client of any Personal Data breach as soon as possible and at the latest within 48 hours of discovering it.

14.5 Client obligations. The Client warrants that it has informed data subjects and holds the legal bases required to ingest their data (in particular through support, messaging and survey Connectors), and undertakes not to import sensitive data (Article 9 of the GDPR) without the Provider's prior written agreement.

14.6 Provider data. Processing carried out by the Provider as controller is described in its privacy policy at www.koreproduct.io/rgpd/.

Article 15 — Warranties and liability

15.1 Conformity warranty. The Provider warrants that the Platform operates substantially in accordance with its documentation. In case of non-conformity reported in writing, it corrects it within a reasonable time; failing correction within 90 days, the Client may terminate and obtain a refund of the pro rata share of prepaid sums for the uncovered period.

15.2 Warranty limits. For the rest, the Platform is provided "as is". The Provider does not warrant the absence of any interruption or error, nor the accuracy or suitability for a particular purpose of AI-generated results.

15.3 Best-efforts obligation. The Provider is bound by an obligation of best efforts.

15.4 Cap. To the extent permitted by law, the Provider's total liability under the contract, for all causes combined, is limited to the amount actually paid by the Client during the twelve (12) months preceding the event giving rise to liability.

15.5 Indirect damages. The Provider is not liable for indirect damages (loss of revenue, of business, of customers or of opportunity, reputational harm, substitution costs), nor for data loss attributable to the Client or to a third party beyond its control.

15.6 Exceptions. These limitations do not apply in case of gross negligence or willful misconduct, personal injury, or any liability that cannot lawfully be limited.

Article 16 — Confidentiality

Each Party undertakes, during the term of the contract and for five (5) years after its end, to keep strictly confidential the non-public information of the other Party, to use it only to perform the contract, and to disclose it only to persons who need to know it and are bound by equivalent obligations. Information is not confidential if it has entered the public domain through no fault of the receiving Party, was already known to it, was lawfully received from a third party or was independently developed. Disclosure required by law or by an authority is permitted, after prior notice to the other Party where possible.

Article 17 — Force majeure

Neither Party is liable for a failure caused by an event of force majeure within the meaning of Article 1218 of the French Civil Code (including widespread network failure, a cyberattack despite reasonable security measures, or a major outage of a host or AI provider). If the event lasts more than thirty (30) days, either Party may terminate the contract in writing, without compensation.

Article 18 — Reversibility and return of data

For thirty (30) days after the end of the contract, the Client may export its Client Data in a structured, commonly used format (CSV, JSON). After that period, the Provider permanently deletes Client Data from its active systems within 30 days, then from its backups according to their rotation cycle, and certifies this in writing on request. Migration assistance beyond the standard export may be quoted separately.

Article 19 — Commercial references

Unless the Client objects in writing, the Provider may mention its name and logo as a commercial reference.

Article 20 — Changes to the T&Cs

20.1 The Provider may amend the T&Cs, in particular to reflect legal or technical developments or changes to the Plans. The applicable version is the one in force on the date of subscription or renewal, except for changes required by law.

20.2 Any substantial change is notified to the Client by e-mail or in the Platform at least 30 days before it takes effect. A Client who refuses it may object to renewal or terminate without penalty before that date. Otherwise, the Client is deemed to have accepted it by continuing to use the Platform.

20.3 Previous versions of the T&Cs are archived and available on request at contact@koreproduct.io.

Article 21 — General provisions

21.1 Assignment. The Client may not assign or transfer the contract without the Provider's prior written consent. The Provider may assign it to a group company or to the acquirer of all or part of its business, informing the Client.

21.2 Subcontracting. The Provider may use subcontractors and remains responsible for their performance.

21.3 Entire agreement. The contract expresses the entire agreement of the Parties and supersedes any prior agreement on the same subject matter.

21.4 Severability. If a provision is declared void or unenforceable, the others remain in force.

21.5 No waiver. Failure to exercise a right does not constitute a waiver of it.

21.6 Notices. Notices are given by e-mail to the contact addresses entered in the Platform, or in writing to the Provider's registered office.

21.7 Evidence. The Parties acknowledge the validity of electronic writings and signatures, and of connection logs as evidence.

21.8 Languages. The T&Cs are drafted in French. Any translation is provided for information only; the French version prevails.

Article 22 — Governing law and jurisdiction

The T&Cs are governed by **French law**. The Parties will endeavor to settle any dispute amicably. Failing agreement within thirty (30) days of its notification, **the Commercial Court of Nantes (Tribunal de commerce de Nantes) shall have sole jurisdiction**, including in case of multiple defendants, third-party claims or summary proceedings.