

MOBILE TESTING APPLICATION END-USER LICENSE AGREEMENT

Please read this Mobile Testing Application End-User License Agreement (the “**Agreement**”) carefully before downloading or using the *Thales POS Simulator* application (the “**Application**”) from your mobile device or portable computer.

The Agreement forms a binding legal agreement between you (or any entity on whose behalf you accept these terms) (collectively “**You**” or “**Your**”) and THALES DIS FRANCE SAS (“**THALES**” or “**We**”) (each separately a “**Party**” and collectively the “**Parties**”) as of the date You download the Application.

Your use of the Application is subject to the Agreement.

1. **Legal Notice.** THALES DIS FRANCE SAS is a company governed by the laws of France, registered under the Trade and Companies Register of Nanterre under number 844 687 749, which registered office is located at 6 Rue de la Verrerie, Meudon 92190, France.
2. **Contact Information.** If You have any questions regarding the Agreement, please contact Thales by email at handsetsupport@thalesgroup.com.
3. **License.** Thales grants You a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Application for internal test purpose excluding any commercial purpose and strictly in accordance with the Agreement.
4. **License Restrictions.** Thales reserves all rights not expressly granted to You. Except as the Agreement expressly allows, You may not (i) copy, modify, alter, create derivative works, attempt to derive the source code, reverse engineer, decompile, or disassemble the Application except and only to the extent expressly permitted by applicable law; (ii) transfer, assign, pledge, rent, distribute or lease the Application, or sublicense any of Your license grants or rights under the Agreement; in whole or in part ; or (iii) remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Application or its documentation.
5. **Changes to the Agreement.** Thales reserves the right to modify the Agreement at any time and for any reason. Your continued use of the Application after Thales publishes notice of changes to the Agreement indicates Your consent to the updated terms.
6. **Free of Charge.** The Application is provided free of charge.
7. **Maintenance and Support.** Thales may deploy changes, updates, or enhancements to the Application at any time. Thales may provide maintenance and support for the Application, but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice. You acknowledge that neither online marketplace provider (the “**Provider(s)**”) has an obligation to furnish any maintenance or support services in connection with the Application.

8. **Prohibited Use.** You agree that You will not use or encourage others to use the Application in a way that:
- could harm or impair others' use of the Application;
 - is contrary to public order or morality;
 - is defamatory, insulting, inappropriate, offensive, hateful, pornographic, pedophilic, revisionist, or that offends the honor or injures the reputation of another person, including Thales and/or the Thales Group, or that threatens any person or group of persons;
 - incites discrimination against or hatred of a person or group of persons due to their origin, sexual orientation or disability, or because they are or are not of a particular ethnicity, nationality, race or religion, or that defends war crimes or crimes against humanity (inciting hatred or violence);
 - infringes the rights of third parties, intellectual property rights, the right to privacy or the right of publicity, including, but not limited to:
 - distributing, in any form, content that infringes patents or registered trademarks, or that infringes trade secrets or any other right concerning the intellectual property of third parties (copyright, neighboring rights, etc.), in particular by removing or deleting any copyright or trade mark notice or any restrictive statement;
 - downloading, posting or transmitting in any manner, or directing internet users, directly (by a hyperlink) or indirectly, to any content that includes pirated software, software serial numbers, software that enables committing acts of piracy or hacking into telecommunication systems, computer viruses or any code, file or program designed to interrupt, destroy or limit the functionalities inter alia of any software, computer or telecommunications tool and, in general, any software or other tool that enables infringing the rights of others and negatively impacting the safety of persons and property;
 - willfully distributing false information with the intent of harming others or that encourages, assists, spreads or disseminates rumors in any manner and/or that violates the privacy of correspondence;
 - attempting to mislead other internet users by usurping the name or login of a user of the Application;
 - downloading, collecting or storing personal data and/or data that enables the identification of other internet users;
 - distributing in any form content that the law or contractual relationships prohibit transmitting, such as internal information of a company or information concerning intellectual property, or confidential information that is received or disclosed in the course of business relations or that is covered by a confidentiality clause;
 - committing any act that disrupts and/or hinders the real-time communication capabilities of the Application;
 - using the online communication area for advertising, business or commercial purposes (prospecting, soliciting or prostitution) or, in general, offering products and services that directly or indirectly remunerate a third party;
 - diverting the intended use of the online communication area for propaganda or proselytizing purposes;
 - inviting internet users to visit fee-based websites or websites of a commercial or advertising nature;
 - is harmful to minors in any manner;
 - is encouraging suicide or the commission of violent acts against oneself or others;
 - harassing others;
 - is encouraging the mistreatment of and/or attacks on individuals or animals;
 - is tied to the production of or trade in weapons or explosives.

9. **Intellectual Property Rights.** Any and all information, software and data contained in the Application or any document or support of information related to the Application provided to You under the Agreement or in connection with the use of the Application shall remain THALES' exclusive property along with all intellectual property rights and copyright attached thereto.

THALES retains and shall retain full ownership of all inventions, software, designs and processes made or developed before or during Your use of the Application as well as resulting from Your use of the Application.

10. **Processing of Data.** In connection with the use of the Application and in order to operate the Application, Thales (or Thales' service providers or suppliers) may obtain, receive or collect data or information, including system-specific data or information or other content, from you or other parties using or having used the Application ("**Your Data**"). You hereby grant Thales (and Thales' service providers or suppliers when acting on Thales' behalf) a non-exclusive, transferable, sublicensable, worldwide, royalty-free, perpetual, nonrevocable license under applicable copyrights and other intellectual property rights, if any, in all Your Data to provide the Application to you and to create derivative works and aggregated data derived from Your Data, Thales customers and other sources, including without limitation, comparative data sets, statistical analyses, reports and related services (collectively, "Thales Data"). For processing of any personal data (e.g., names, addresses, telephone numbers, e-mail addresses or complete IP addresses) the Parties shall comply with applicable laws on data privacy protection. Thales uses and protects that information in accordance with the Thales Privacy Policy (a current version of which can be found at <https://www.thalesgroup.com/en/markets/digital-identity-and-security/policies>).

You represent and warrant that You have all rights, permissions and consents necessary to aforesaid use of Your Data as part of the Application, and permit Thales to exercise all of its rights under the Agreement. You, not Thales nor Thales' service providers or suppliers, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, of all of Your Data. Neither Thales nor Thales' service providers or suppliers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data.

11. **Consent to Electronic Communications and Solicitation.** By downloading the Application, You authorize Thales to send You (including via email and push notifications) information regarding the Application, such as: (a) notices about Your use of the Application, including notices of violations of use; (b) updates to the Application and new features or products; and (c) promotional information and materials regarding Thales' products and services. You can review the Application notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the "Push Notifications" section of the Application settings.

12. **NO WARRANTY.** YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THALES DOES NOT MAKE ANY OTHER PROMISES OR WARRANTIES ABOUT THE APPLICATION AND IN PARTICULAR DOES NOT WARRANT THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; THE APPLICATION WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND LICENSOR DISCLAIMS ANY LIABILITY RELATING

THERE TO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY LICENSED APPLICATION THAT IS STORED ON YOUR SYSTEM.

THALES DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE APPLICATION, WHETHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. CONSEQUENTLY, THALES DISCLAIMS ANY LIABILITY IN CASE THE APPLICATION AND ANY USE THEREOF INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. **Liability.** Thales shall not be liable to You for any indirect and/or unforeseeable losses You may sustain. Indirect losses include *inter alia* the loss of data, time, profits, turnover, margins, orders, customers, business, revenue and sales actions, as well as injury to brand image, expected results and third-party actions. Thales shall also not be liable in the event investment orders or decision are made based on information that is contained on the Application or accessible through the Application. Lastly, You are informed of the risks inherent in the use of the internet, in particular the fact that data transmission is not secure, and You represent that You have the expertise and means necessary to access and use the Application. Thales shall in no event be liable for such risks and the prejudicial consequences thereof to You, regardless of the scope thereof. Nothing in the Agreement removes or limits Thales' liability for fraud, gross negligence, wilful misconduct or for death or personal injury caused by its negligence.
14. **Devices.** The Application is only available for supported devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the Application is solely Your responsibility, and downloading the Application is done at Your own risk. Thales does not represent or warrant that the Application and Your device are compatible or that the Application will work on Your device.
15. **User Obligations.** You shall use the Application, as well as any information to which they may have access, solely for purposes in accordance with the intended use of the Application described herein, the applicable laws, public order, morality, the rights of third parties and the rights of Thales, and the ethical rules that apply to the internet.

You shall inform Thales, by recorded delivery post, of any complaint, legal action or claim that may be brought against Thales and that could affect the Agreement.

16. **Trade Compliance and Export Control.** In the performance of the obligations under the Agreement, You shall at all times comply with the laws, regulations, and orders in effect and applicable to their performance hereunder, including trade and economic sanctions programs. Without limiting the generality of the preceding sentence, You shall comply with applicable U.S. Foreign Corrupt Practices Act provisions (regarding, among other things, payments to government officials) and all applicable U.S. export laws and restrictions and regulations of the U.S. Department of Commerce, the Department of Treasury Office of Foreign Assets Control ("OFAC"), or other U.S. or non-U.S. agency or authority, as well as the export and re-export control laws or regulations of and trade and economic sanctions maintained by the European Union, and France in particular, and not export, or allow the export or re-export of the Application (or any product incorporating such Application) in violation of any such restrictions, laws or regulations. You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Application from the

U.S., from any EU member state or from any other applicable country where you are located to any location and shall demonstrate to Thales compliance with all applicable laws and regulations prior to delivery thereof by Thales.

Further, You agree not to engage in any activity related to the Agreement that would cause the other Party to violate France, E.U., U.S. or relevant foreign sanctions programs. You represent that You will not offer employment, continue to employ, engage or contract with an individual or entity who is included on applicable French, E.U., U.S. or foreign sanctions lists, including those maintained by OFAC of specially designated nationals and blocked persons subject to financial sanctions. You agree to notify Thales immediately in the event that any representatives (i.e. employees, officers, representatives and advisers) appear on any sanctions list, and will immediately remove such representatives from performing work with Thales' Application. Failure to comply with the terms of this clause will constitute a material breach of the Agreement.

- 17. Compliance with Laws.** The Parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling, and in particular French law No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy (the "Sapin II Law").

Whether directly or via third parties, neither Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favourable decision.

Neither Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favourable decision.

Each of the Parties declares that it has implemented a compliance program that meets the requirements of the Sapin II Law, insofar as it is subject to it.

Failure to comply with the terms of this clause will constitute a material breach of the Agreement.

- 18. Suspension and Termination of the Application.** Thales reserves the right to suspend or terminate Your access to the Application at any time.

- 19. Governing Law and Dispute Resolution.** The Agreement shall be governed and construed in accordance with the laws of France without regard to conflicts of law principles

In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules.

If the dispute has not been settled pursuant to the said Rules within 60 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the ICC by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

The place of arbitration shall be Paris, France.

The language to be used in the arbitral proceedings shall be English.

The arbitration proceedings shall be confidential.

20. **Breach of the Agreement.** In the event of a breach of the obligations imposed by the Agreement, Thales may take all measures it deems appropriate vis-à-vis any user who commits such breach.
21. **Enforceability and Severability.** If any provision of the Agreement is found to be void or unenforceable, it will not affect the validity of any other provision of the Agreement and those provisions will remain valid and enforceable according to their terms.
22. **Assignment.** You are not entitled to assign your rights under the Agreement to any third party without the prior written consent of Thales. Thales is entitled to assign Your rights under the Agreement without condition.