

## GENERAL TERMS AND CONDITIONS OF SALE

### THALES CYBER SOLUTIONS SAS

**1. Definitions.** The following terms as used in the singular or plural in these General Terms and Conditions of Sale for Thales Cyber Solutions SAS (hereinafter, the "GTCS"), shall mean:

**"Affiliate(s)":** means, with respect to any company, any other company directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such other company. For the purpose of this definition, control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50 %) of the votes in a general meeting of an entity or more than fifty percent (50 %) of the votes in a meeting of the executive body of an entity.

**"Applicable Data Protection Legislation":** means the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**GDPR**), as well as any other laws and regulations relating to the processing of Personal Data, as applicable in the context of the performance of the Services.

**"Buyer":** any person, company, public or private entity, who purchases Product(s), Software(s) and/or Service(s) provided by the Seller.

**"Deliverable(s)":** shall mean the report(s), and/or the documentation, provided by Thales under the Order.

**"Data":** any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audiovisual recordings. Data may include, but is not limited to:

- personal data of the end-users of the Products, software and/or Services, made available to Thales by the Buyer (hereinafter referred to as "Personal Data");
- operational and technical performance data used and/or generated for the execution of the Services, such as logs (hereinafter referred to as "Performance Data").

**"Order":** shall mean any order for the purchase of the Services sent by the Buyer resulting from the Proposal.

**"Party/ies":** depending on the context, either the Buyer or the Seller or the Buyer and the Seller

**"Personal Data":** means any information relating to an identified or identifiable natural person ("Data Subject") as set out in article 4(1) GDPR;

**"Product(s)":** shall mean the material(s), equipment, Software(s), Data that belong to the Buyer, a subcontractor or a third supplier, and on which Thales shall perform Services.

**"Proposal":** shall mean all the documents (and any revision and/or amendment thereof), including without limitation, commercial, technical, and financial documents, sent by Thales to the Buyer together with these GTCS.

**"Seller":** also referenced "Thales", Thales Cyber Solutions SAS, whose registered office is located at 19-21 avenue Morane Saulnier 78140 Velizy-Villacoublay, France, registered with the RCS Versailles under number 920 802 501.

**"Services":** means the services as set out in the Proposal, including all and any associated Deliverable(s), performed by Thales in accordance with the Order.

**"System":** shall mean the Buyer's information technology system on which Thales shall perform the Services.

**2. Contractual Documents.** The contractual documents constituting the agreement of the Parties are the following: (i) The Order(s); (ii) The Seller's Proposal, if any; (iii) These General Terms and Conditions of Sale hereinafter called the "GTCS", including any annex(es). In the event of contradiction or inconsistency between the above documents, said documents shall prevail in the order in which they are listed.

**3. Proposal and Order.** The Proposal may be amended or withdrawn by notice from the Seller to the Buyer at any time up to the date of acceptance of the Order. The Proposal shall remain valid for a period of one (1) month from its date of issue or such other period as

may be specified in the Proposal. The Seller shall not be bound in any manner whatsoever until the Order is expressly approved by a duly authorized representative of the Seller. The Order shall be deemed entered into force upon (i) the signature of the Proposal by the Parties, or (ii) the acceptance of the Proposal by the Buyer by electronic means, or (iii) the reception by Thales of an Order from the Buyer, which shall become effective exclusively after the validation by a duly empowered representative of Thales, or (iv) if the Services are recurrent and by Parties' choice, the signature of an independent agreement negotiated by the Parties on the basis of the Proposal. The signature/acceptance of the Proposal shall mean express acceptance by the Buyer of all provisions of these GTCS and their implementation. The Proposal is entered into for the duration of the initial term as defined in the Proposal.

**4. Prices.** The prices specified and mentioned in the Proposal are:

- established only and exclusively for the Services described in this Proposal, in accordance with the provisions of these GTCS, norms, laws, and regulations in force, and on the basis of the existing economic conditions and information given by the Buyer, at the date of the Proposal.
- computed free of VAT (Value Added Tax) in France and free of any tax, duty or any other charges outside France which will be at the exclusive charge of the Buyer;
- firm and fixed during the period of validity defined in the Proposal, unless otherwise specified in the Proposal.

The Parties declare that no modification of the prices shall be done or deemed valid without the prior agreement of the Parties, or a judicial decision made in that sense. Any demand of modification/evolution of the Proposal or the Order, including impacts related to the evolution of standards, technology, and regulations, is subject to prior approval by the Seller, including any additional fees. At the start of each renewal term, Thales reserves the right to adjust the fees for such term.

**5. Payment.** The Buyer shall pay Thales in accordance with the allotment provided in the Proposal, within thirty (30) calendar days from the date of the invoice, without any deduction or compensation whatsoever, by bank transfer on Thales' bank account. Accounting, invoicing and payment currency shall be the EURO (EUR), unless otherwise stipulated in the commercial part of the Proposal. The Parties shall exert their utmost efforts to resolve in good faith and without undue delay, any issue with respect to invoices and any payment conditions. In the event of late payment, the Buyer shall pay to Thales, automatically and without prior formal notice, interests for late payment at the rate of the European Central Bank in its most recent refinancing operation plus ten (10) points per month due the day following the date of payment mentioned in the invoice. A default of payment under the above terms entitles Thales, all its rights and actions reserved, to suspend performance of all or part of the Order until full payment of the Proposal under the mentioned conditions, and/or to terminate the Order after formal notice by registered letter and acknowledgement of receipt to the Buyer. In the event the Buyer fails to pay any amount to Thales on the date the payment is due, then and without prejudice to the exercise of any other rights or remedies which may be available to it and without incurring any penalties or liabilities, Thales shall also be entitled to suspend performance of its obligations under the Order until payment in full of the outstanding amounts in respect of the Services, and/or terminate the Order following written notification to the Buyer.

**6. Taxes.** All taxes, duties, fees, etc., of any kind whatsoever, relating to or connected with the performance of the Order, existing and future and due in France, shall be borne and paid by the Seller, except for French VAT, Buyer's corporate income tax, and Buyer's employee income tax, which if applicable shall be payable by the Buyer in addition to the Order price. All taxes, duties, fees, customs duties, VAT, etc., of any kind whatsoever, relating to or connected with the performance of the Order, existing and future, payable outside France, shall be borne and paid by the Buyer in addition to the prices. Unless otherwise stipulated in the Proposal/Order, the Buyer, in its capacity as importer, shall carry out the import customs clearance formalities and shall pay in addition to the prices all taxes, duties, fees and other charges due upon importation directly to the competent authorities. Should Buyer be required, by the effect of existing or future Tax Treaty or by law, to make any deduction or withholding from any payment to Seller under the Proposal and/or

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related Orders, the amount of the payment by the Buyer shall be increased to the extent necessary to ensure that, after such deductions or withholdings, Seller receives payment equal to the amount it would have received (e.g. invoice value) had no such deduction or withholding been required. In the event that the Seller is required to pay taxes, duties, fees, etc. of any kind, existing and future, outside of France, the Buyer agrees to reimburse the Seller within thirty (30) days from the date of receipt of Seller's invoice therefor. In the event that such reimbursement is not permitted by applicable law, the price of the Order shall be increased to cover the cost incurred by the Seller. The provisions of this article 4 (Taxes) shall survive performance of the obligations under the Order or expiration or termination of the Order.

Thales will be deemed to have accepted the liquidated damages and will have to pay it;

- Beyond a thirty (30) calendar days delay following the event that generated the application of liquidated damages, if the Buyer has not claimed said liquidated damages within that period of time, it will be deemed to have waived its rights.

Payment by Thales of the liquidated damages is in full satisfaction for the Thales' liability for delay and are exclusive and in lieu of any other remedy, compensation or damage. The Parties expressly waive their rights under articles 1217 (2nd bullet), 1221 and 1222 of the French Civil Code.

**7. Execution of the Services.** It is understood that the performance of the Services requires active and close cooperation between the Parties. Each Party therefore agrees to fully cooperate for the proper execution of the Services and provide the necessary human resources for the performance of the Services. The Buyer shall provide Thales with all elements (such as information, documents, Data, System, Products, local access...) required and necessary for the good implementation and execution of the Services, without delays in accordance with the time schedule for performance of the Services. In the event of any delay in the performance of the Services caused by any acts or omissions of the Buyer, or third party, Thales shall be compensated by the Buyer for all additional costs incurred as a result of such delay, against presentation of supporting documents, and shall adjust the time schedule of performance of the Services. The time schedule for performance of the Services by Thales shall start only upon receipt by Thales of all elements mentioned hereinbefore. The Buyer authorizes Thales to perform any tasks required for the execution of the Services on any related System and/or Product(s) for the purpose of the Order, and certifies that it holds the necessary and sufficient rights and authorisations for the performance of such Services on the software, software package and/or documents, given by the Buyer or all third parties likely to be involved or affected by the Services, including, without limitation and when applicable, the legal entities hosting all or part of the Buyer's System or sites. Thales shall not be liable for any default affecting software and firmware and/or documents.

**10. Cancellation terms.** Any cancellation of a planned appointment, Services, or meeting by the Buyer shall be notified at least forty-eight hours (48h) before the effective date of the appointment. In the absence of notification, Thales is authorized to perceive a compensation of two thousand five hundred euros (2500€) (excluding taxes), unless otherwise agreed between the Parties. Nonrefundable incurred costs (e.g. train, flights, hotels) shall be invoiced in addition to the Buyer, on presentation of supporting documents, with an additional 10% surcharges for management fees. Any cancellation of all or part of the Services by the Buyer will be invoiced by Thales, as compensation, of an amount of twenty-five percent (25%) of the canceled Services' price excluding taxes, without prejudice of payment regarding the performed part of the Services.

**11. General Conditions of delegation of personnel.** When delegating personnel to the other Party's premises for the performance of the Services, the Parties shall comply with the following provisions: (i) Each Party shall, with the assistance of the other Party, ensure that its personnel comply with all administrative requirements (such as, but not limited to, visas, medical certificates, entry, residence and work permits) in accordance with applicable regulations and shall bear all costs thereof. (ii) Each Party shall maintain strict discipline among its personnel and ensure that they comply with all safety regulations applicable on the relevant premises. (iii) The Parties shall agree on the working hours and working of its personnel in accordance with the regulations applicable on the relevant premises. However, such personnel will be allowed to observe their own religious holidays. (iv) In the event of an accident or illness of an employee while on assignment at the other Party's premises, whether such accident or illness occurs during or outside the assignment, the other Party guarantees that the employee will have access to the best medical treatment available locally. Any expenses so incurred by the other Party shall ultimately be borne (by way of reimbursement or deduction) by the employer. (v) If the period of incapacity due to illness or injury continues beyond one (1) month or is such that it would be preferable for the employee to be repatriated as soon as possible, the employee shall be repatriated immediately to his or her country of origin at the request of his or her employer or at the employee's own request and expense. (vi) In the event of death, the employer, with the assistance of the other Party, shall arrange for the repatriation of the deceased and shall bear all the costs thereof.

Whatever the duration of his mission in the Buyer's premises, Thales' personnel assigned to the performance of the Services shall in no event be considered as employee(s) of the Buyer. Such Thales' personnel shall only receive directives for the performance of his work from Thales and will remain at all times under the sole control and direction of Thales.

**8. Delivery and acceptance.** Delivery of Deliverables shall intervene duly in accordance with the date and terms agreed between the Parties in the Order. The acceptance of the Services by the Buyer is intended to verify their compliance with the Order and the agreed specifications. The Buyer will have, from receipt of the Services, a maximum of five (5) working days in order to inform in writing form of any non-conformity and non-compliance to the agreed specifications (reservations), considering that minor non-conformities (which do not affect the operational use of the Services) do not preclude acceptance of the Deliverable. The Buyer acknowledges and agrees that:

- the absence of reservations during the delay hereinbefore mentioned, and/or the use, internally or with third parties, of all or part of a Deliverable or a Service shall imply acceptance by the Buyer of said Deliverable or Service;
- acceptance of the Buyer, express or tacit, shall mean definitive acceptance that cannot be challenged;
- Thales will correct said non-conformities, when exclusively attributable to it, within a maximum period of ten (10) working days; then, the Parties shall conduct a review within the five (5) following days after the correction, with a view to the final acceptance.

Transfer of ownership rights of the Services shall be effective upon acceptance by the Buyer and full payment of the price.

**9. Liquidated damages for delay in Services.** In case of delay in delivery of a Service by Thales, with regard to the planned contractual schedule, exclusively attributable to Thales and excluding any Force Majeure event, the Parties shall consult each other, and failing to agree, the Buyer shall be entitled to claim liquidated damages for delay, after a reasonable grace period of ten (10) calendar days, in accordance with terms mentioned hereinafter.

- Said liquidated damages shall amount to zero point five percent (0,5 %) of the price of the delayed Deliverable, per week of delay and from the eleventh (11<sup>th</sup>) day of delay, up to an amount which in the aggregate shall not exceed the maximum amount of five percent (5%) of this price (cap);
- The Buyer shall notify a detailed liquidated damages' statement to Thales, which shall be entitled to submit its comments to the Buyer within twenty (20) calendar days from the receipt of the statement. In the absence of comments from Thales by the end of this delay,

**12. Non-solicitation of personnel.** Given the proximity of the Parties' teams in the context of the implementation of the Services, the Buyer agrees, during the performance of the Order and for twelve (12) months following its expiration or termination, not to employ or offer to employ, directly or indirectly, in any way and for any reason, one or more members of Thales' personnel with key skills involved in performing the Order. In case of infringement of this non-recruitment clause, Thales shall be entitled to claim from the Buyer, and the Buyer will pay, a fixed allowance compensation equal to twelve (12) times the monthly gross salary of the concerned member(s) of Thales' personnel at the time of infringement.

**13. Thales' obligations.** Regarding the nature of the Services, the Seller is subject to an obligation of means (« obligation de moyens ») and commits to exercise the degree of care, diligence and skill that a reasonably prudent and professional person would exercise in the same

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circumstances. The Buyer remains solely responsible for the System, the implementation of the Services, and any consequences thereof. It is expressly understood that Thales does not have an obligation of result regarding the execution of the Services. The Buyer recognizes that, despite all reasonable precautions that should be taken, the performance of tests/audits may present risks for the operation of the Buyer's System/Software(s) and for the integrity of the Data processed by the System such as, in particular: refused access for an authorized System user, automatic shutdown of certain System functions, various disturbances affecting the System, etc. Except the case of fraud or gross misconduct on the part of Thales, the Buyer acknowledges that it accepts these risks and waives all recourses against Thales and its insurers in respect of such risks. Thales does not warrant that the Buyer will be able to obtain any certification whatsoever on the basis of the Deliverables.

- 14. Buyer's obligations.** The Buyer agrees to make available to the Seller in a timely manner or upon the date agreed in the contractual schedule, all equipment, materials, tools, buildings, vehicles, plans, drawings, documents, specifications, software and/or other information or other means, including access to the premises and network(s), necessary to perform the Order (hereinafter referred to as "Buyer Furnished Items"). The Buyer agrees to provide to the Seller, in a timely manner or upon the date agreed in the contractual schedule, the Data necessary to fulfill the Order.

The Buyer agrees to provide to Thales, in a timely manner or upon the date agreed in the contractual schedule, the Data necessary to fulfill the Services.

The Buyer authorizes Thales and its Affiliates to use the Data:

- (i) for the purposes of supplying the Product(s), software(s) and performing the Services;
- (ii) for research and testing purposes, for the internal needs of Thales and its Affiliates and/or;
- (iii) to develop and/or improve the Products, software and/or Services provided by Thales;

subject to compliance with the provisions of article "Protection of Personal Data" of the GTCS.

In the event that the Data, the database or their format is protected by any intellectual property rights, such as but not limited to copyright, the sui generis rights in the meaning of the Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases or any applicable international treaty or convention or any national legislation or regulation, the Buyer grants Thales and its Affiliates, for the abovementioned purposes, without additional financial consideration, a worldwide, sublicensable, irrevocable and non-transferable right to extract, use, store, modify, reproduce, integrate into its own databases, represent directly or indirectly on any medium whatsoever, by any means and in any form, all or part, qualitatively or quantitatively substantial, of the Data for the duration of their protection. The Buyer warrants that it holds all the necessary authorizations/licenses to use the Data referred to in this article. The Buyer agrees to indemnify and hold Thales and its Affiliates harmless against any allegation or lawsuit from a third party in the event of infringement of any rights/authorizations/licenses related to the Data.

Buyer is responsible for any costs associated with preparation of the installation site and Buyer environment. If Buyer fails to make any preparations required herein and this failure causes Thales to incur costs during the Implementation or provision of the Services then Thales reserves the right to invoice the Buyer for such costs. The Buyer acknowledges that modifications or changes to the Buyer's environment may cause interoperability problems or malfunctions of the Services and/or the Buyer environment. Buyer shall inform Thales of any such changes and/or modifications immediately after Buyer is or has been made aware of. Buyer acknowledges that it is Buyer's responsibility to ensure that the Buyer environment is interoperable with the Services. Buyer shall use the Services in accordance with the laws applicable to Buyer.

Buyer will not: (i) modify or create derivative works based on the Services or attempt to decode, decipher, decompile, disassemble, or reverse engineer the Services or any Deliverables; and (ii) sell, resell, distribute, license or sublicense the Services. Buyer is solely responsible for purchasing, installing and maintaining, at Buyer's expense, any third

party Products required for Buyer to use the Services. Thales is not liable for any such third party Products. If the Services or any part thereof or any information relating thereto is subject to any import or export license by any government, Buyer shall strictly comply with such license and shall not resell, divert, transfer, transship on a non-continuous voyage or otherwise dispose of the Services or any information relating thereto in any other country than the country for which the license is granted, either in its original form or after being incorporated through an intermediate process into other products, without the prior written approval of the relevant competent authorities obtained via Thales. Where any third party products and/or services are incorporated as part of the Services which are subject to the license conditions of this third party, such license conditions shall prevail.

The Seller shall not be held liable for any error or defect in the manufacture of the Products, the development of the Software or the performance of the Services which is the consequence of a defect in the Buyer Furnished Items and/or Data made available to the Seller by the Buyer. If Buyer or any of its representatives, agents, employees, successors or assigns, co-contractors, contractors, etc., fails to perform any of its obligations within the time specified in the contractual schedule, all subsequent milestones in the contractual schedule shall be automatically postponed for a period of time at least equal to the duration of the delay in performance of such obligation, without the Seller incurring any liability as a result of the resulting delay. The Buyer shall indemnify the Seller for the consequences of such delay in performance (including any expenses and additional costs incurred by the Seller).

- 15. Confidential Information.** The Buyer shall keep all information received from the Seller in connection with the Proposal and resulting from the Order (hereinafter referred to as the "Information") in strict confidentiality and shall not disclose the Information in whole or in part to any person other than Buyer's employees on a need-to-know basis for the purpose of making an internal evaluation of the Proposal or, if applicable, installing, operating and/or maintaining the Services in the performance of the Order. These obligations shall not be applied to information which: (i) is already known to the receiving Party, without any breach of confidentiality obligation, or (ii) has come into the public domain in such case through no wrongful act of the receiving Party; or (iii) has been lawfully received from a third party without restrictions or breach of any confidentiality obligation; or (iv) are developed independently by the receiving Party, or (v) are disclosed to a third party by the disclosing Party, with the prior written acceptance of the disclosing Party, or (vi) are disclosed in accordance with the law, regulations or a definitive court decision. The Buyer authorizes Thales to use its name and a general description of the activities carried out within the framework of the Services, for prospecting and promotional purposes. This confidentiality obligation shall apply for five (5) years from the date of emission of the Proposal, notwithstanding the expiration, resolution or extinction of the Proposal or the Order.

- 16. Intellectual Property Rights.** Each Party shall remain the owner of all intellectual property rights (hereinafter "IPR") associated to its own Pre-existing Elements (i.e. detained by the Party prior to the Proposal or independently from it, and/or on which this Party owns rights of use, including but not limited to know-how) used during the performance of the Proposal. Thales grants to the Buyer, after full payment of the price, a non-exclusive, non-transferable right to use the Deliverables for the Buyer's internal needs solely, and for the duration of their protection by copyright within the French territory, excluding any commercial or exploitation rights, with or without charge. Methods, concepts, tools, know-how, scripts (related to audits) used or developed by Thales during the performance of the Services remain Thales' or third parties' property and as such may be reused by Thales and/or these third parties without restriction.

Thales guarantees the Buyer against all claims relating to the rights assigned or licensed as part of the Services, brought by any third party alleging breach of any rights, including against any lawsuit for infringement and/or unfair and/or prejudicial competition brought by any third party and shall bear all related costs, losses and damages awarded by a decision of a court adjudicating at last instance, provided that (i) the Buyer promptly notifies in written Thales (at the latest 7 working days after receipt of the claim by the Buyer) of the alleged violation of IPR; (ii) Thales has sole control of the defense of that right; (iii) the Buyer cooperates, at its own expenses, with Thales in the research, trial and defense of the case; and (iv) the Buyer does not make an admission or statement of any type whatsoever that may prejudice the means of



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defense invoked by Thales. Moreover, if as a result of such action, the Buyer is unable to warrant a quiet use and enjoyment of the Services, Thales may elect, at its discretion, by order of priority and at its expenses (i) to obtain the right, for the Buyer<sup>1</sup> to continue to benefit from them in accordance with the provisions hereof; (ii) alternatively, to change or replace them to make them non-infringing, while maintaining the same level of functionality, performance and relevance, by ensuring that the Services remain compliant with the provisions hereof and by ensuring that such change or replacement is implemented as soon as possible to avoid any interruption of the Buyer's activities in connection with the provision of the Services; (iii) otherwise, to repay the Buyer a portion of the amounts paid by the latter in respect of the elements disputed under the infringement (in proportion to the elements affected by the infringement), said payment being always in full discharge of Thales liabilities.

Mutatis mutandis the Buyer grants Thales a non-infringement guarantee identical to that described above in this clause with respect to the Pre-existing Elements provided by the Buyer.

- 17. Order termination.** The Order may be partly or wholly terminated by operation of law by either Party, with respect to the uncompleted part thereof only, in case of material breach of the other Party in any of its obligations under the Order, when such default remains uncorrected for a period of thirty (30) days after written notice to remedy by the non-defaulting Party. The following cases are considered, without limitation, as a breach of a material obligation of a Party, giving rise to termination: (i) a delay in the performance of the contractual obligations of more than three (3) months. In the event of a delay caused by the Seller, it is specified that in any event, termination may not take place before the liquidated damages have reached the cap fixed in article 8 (Liquidated damages for delay in Services); (ii) breach of export control obligations as defined in article 24 (Compliance with international trade laws); (iii) breach of any obligation of confidentiality as defined in article 15 (Confidential Information); (iv) breach of any intellectual property obligation as defined in article 16 (Intellectual Property Rights); (v) breach of the obligations relating to the protection of Personal Data as defined in article 23 (Protection of personal data); (vi) any fraudulent act committed within the frame of the Order; (vii) Buyer's failure to pay; (viii) violation of the obligations referred to in Article 25 (Anti-corruption and influence peddling).

The Parties will agree without undue delay on a termination settlement, being considered that termination shall only be valid for the future, from the date of the receipt of the termination letter, and not cause any restitution and/or refund for the period before the effective date of termination.

- 18. Liability.** Given the technical specificity of the Services, Thales does not guarantee the uninterrupted or error-free operation of the Services. Furthermore, Thales does not guarantee the achievement of any result (other than the fulfilment of the agreed specifications and deliverables of the Services), the fitness for purpose or the satisfaction of any need or the fulfilment of the Buyer's claims other than those expressly provided for in the Deliverables as a result of the delivery of the Services agreed in the applicable Order. There is also no guarantee that through the execution of the Services it will be possible to keep the Buyer's systems and infrastructure intact and free of errors, and their delivery or provision cannot be understood as an obligation to obtain a result. Therefore, Thales is in no way responsible for any security breaches that the Buyer may suffer during the execution of the Services or after their termination.

The overall liability of either Party to the other for any direct damages whatsoever, as a result solely and directly of an improper performance or non-performance of the Order, shall not exceed a maximum and cumulative amount equal to fifty percent (50%) of the price (excluding taxes) of the concerned Order, including liquidated damages. Neither Party shall be liable under any circumstances to the other, its officers, agents, employees, successors and assignees, for any damages not resulting directly and immediately of the non-execution, wrongful execution, or partial execution of the Services, or immaterial damage of any nature whatsoever, including without limitation, any losses, costs, damages, loss of revenue or profit, damage to brand image, loss of Data (each time the Buyer is responsible for the Data back-up, and unless the main purpose of the Order is the Data management and/or the Data back-up), incurred or suffered by the other Party or any third party for any reason whatsoever.

- 19. Warranty.** Hardware warranties, licenses or third-party products are subject exclusively to the manufacturer's warranty and conditions. Thales does not provide any warranty in addition to that provided by the manufacturers of any products, services, software, hardware, etc. that form an integral part of the Services and that are not manufactured by Thales. To the extent permitted by applicable law, the Seller expressly disclaims all other warranties of any kind. Fit for purpose warranty is expressly excluded.

- 20. Insurance.** Seller shall ensure it has sufficient insurance cover. It shall be liable for all direct personal, property and financial damages caused either willfully or through negligence by itself and/or its subcontractors, arising out of or in connection with the Order. Seller undertakes to take out corresponding insurance policies and to provide insurance certificate upon the Buyer's request.

- 21. Audits.** In the event that the Buyer wishes to audit the Seller regarding the performance of the Services under the Order, the Buyer shall give the Seller prior written notice of its request with at least fifteen (15) business days' notice. The Seller shall review the request within five (5) business days. The Seller reserves the right to refuse any audit request from the Buyer. In the event of confirmation by the Seller of the feasibility of the audit and of the applicable conditions, particularly with regard to the scope that may be the subject of the audit, the Parties agree that: (i) The audit will be carried out by an independent third party chosen and validated by mutual agreement between the Parties; (ii) Auditors shall (i) sign a confidentiality and non-disclosure agreement and (ii) comply with security and confidentiality measures required by the Seller as part of the audit; (iii) The audit can only be conducted once per calendar year and only during the standard opening hours and days of the audited site; (iv) The audit will be carried out at the Buyer's expense; (v) The duration of the audit will be limited to three (3) working days; (vi) The audit may only cover the last twelve (12) months of activity prior to the beginning of the audit; (vii) Carrying out the audit shall in no way disrupt the Seller's business; (viii) In particular, the audit shall not include (i) any Data or information protected by confidentiality, particularly that relating to other customers and/or prospects of the Seller, (ii) any financial or accounting Data (cost structure, etc.), (iii) any other information that is not relevant to the purpose of the audit and the scope of the Order. The Buyer shall inform the Seller of the findings of the audit report. At the Seller's request, the audit report shall be presented by the Buyer at a steering committee meeting or other mutually agreed forum. The Parties agree that the audit report will be confidential. If the conclusions of the audit contain recommendations that result in changes to the rules and procedures audited, the Parties shall agree on the possible implementation of these recommendations and shall formalize this implementation by signing an amendment to the Order. In no event is Thales required to grant aforementioned auditors access to Personal Data, Confidential Information from Third Parties or (the premises of) Affiliates, sub-contractors, sub-processors, suppliers or other third parties.

- 22. Applicable Law and Dispute Resolution.** The Proposal, the GTCS and the ensuing Order shall be governed and interpreted in accordance with the Seller's laws, with the exclusion of their conflict of laws provisions and of the United Nations Convention on Contracts for the International Sale of Goods (Vienne, 1980).

In the event of any dispute arising out of or relating to the Order, the Parties shall use their best efforts to settle such dispute amicably in accordance with their respective management. In the event the Parties fail to reach an amicable settlement within thirty (30) days from the submission of the dispute to their respective management, then the Parties shall refer the dispute to proceedings under the International Chamber of Commerce (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. The Buyer, if a state or governmental entity, hereby irrevocably waives all immunity from jurisdiction and of execution.

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- 23. Protection of Personal Data.** Where the Seller processes Personal Data on behalf of the Buyer in connection with the Order, the following provisions shall apply. The Parties agree to comply with their respective obligations under the Personal Data protection regulations, (including Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (GDPR)), which apply in the performance of the Order ("Regulations"). With respect to Personal Data made available to the Seller by the Buyer for the purpose of providing the Products, Software and/or Services under the Order, the Buyer shall act as the "Data controller" and the Seller shall process the Personal Data on behalf of the Buyer.

Acting as a "Data processor", the Seller shall process the Buyer's Personal Data in accordance with the Buyer's documented instructions as described in the Proposal, the Order or any other document drawn up by mutual agreement of the Parties and for no other purpose than those expressly defined and approved by the Buyer, unless it is required to do so by the law of the European Union or the law of the Member State to which it is subject. In this case, the Seller shall inform the Buyer of this legal obligation prior to processing, unless applicable law prohibits such information on important public interest grounds. The Proposal, the Order or any other document agreed upon by the Parties shall define the processing activities carried out by the Seller on behalf of the Buyer, the purpose and duration of said processing, the categories of Personal Data processed and the categories of persons concerned. If the Seller uses subcontractors, they shall also be mentioned. The Buyer undertakes and warrants that, where required by the Regulations, it has obtained any authorization required by any competent authority and/or the consent of the person concerned, prior to disclosing any Personal Data to the Seller. If, under the Regulations, specific obligations are imposed on the Seller, such as technical requirements, these requirements will be quoted by the Seller and agreed between the Parties.

The Seller shall ensure that it has implemented appropriate technical and organizational measures to ensure an adequate level of security for the Buyer's Personal Data in accordance with Article 32 of the GDPR. In addition, the Seller shall: (i) ensure that the persons authorized to process the Buyer's Personal Data are subject to confidentiality obligations and that its subcontractors respect the same obligations as those defined in this Article; (ii) assist the Buyer, at the Buyer's expense, through appropriate technical and organizational measures, to the extent possible, taking into account the nature of the processing activities, in fulfilling its obligation to respond to requests from Data subjects to exercise their rights under the Data protection regulations applicable in connection with the performance of the Order; (iii) immediately inform the Buyer if, in the Seller's opinion, an instruction from the Buyer concerning the processing of the Buyer's Personal Data constitutes a breach of the data protection regulations applicable in connection with the performance of the Order; (iv) make available to the Buyer, at the Buyer's expense, all information necessary to demonstrate compliance with the obligations under Article 28 of the GDPR and, subject to two (2) weeks' notice, authorize and contribute to audits carried out by the Buyer or by an independent third party appointed by the Buyer and approved by the Seller; (v) given the nature of the processing activities and the information available to the Seller, assist the Buyer, at the Buyer's expense, in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR; (vi) delete or return to the Buyer all of Buyer's Personal Data and destroy existing copies at the end of the applicable retention period, unless otherwise required by applicable law; (vii) not transfer the Buyer's Personal Data outside the European Economic Area without the Buyer's prior express consent; and (viii) notify the Buyer of Personal Data breaches, as defined by the GDPR, as soon as possible after becoming aware of them. The Buyer grants the Seller general permission to share the Buyer's Personal Data with its subcontractors, it being understood that the Seller undertakes to inform the Buyer of any change in subcontractors by any means (including by email), thus giving the Buyer the right to object to such change, for legitimate reasons and within thirty (30) calendar days following receipt of the Seller's

notification. The Seller shall remain fully responsible to the Buyer for the performance of the obligations of its subcontractors.

In accordance with the authorization expressly granted by the Buyer in article 14, the Seller shall be entitled to re-use for its own purposes (hereinafter the "Subsequent Data Processing"), the Personal Data which is made available to it by the Buyer in the course of the performance of the Order. In this respect, the Buyer undertakes to inform the persons concerned of the transmission of their Personal Data to the Seller for the purpose of carrying out the Subsequent Data Processing, to obtain their consent when it is required by the Regulations and to provide proof thereof to the Seller, upon request. The Seller, in its capacity as "Data controller", undertakes to comply with the Regulations applicable to it for the performance of the Subsequent Data Processing.

- 24. Compliance with international trade laws.** Each Party undertakes to comply with (i) all laws and regulations relating to export controls, national security and national strategic interests, and (ii) all economic sanctions or restrictions, which are in force in all countries (including the countries of the Parties, the United States of America and the United Kingdom) and in all international organizations, in particular the EU ("European Union") and the United Nations ("United Nations") In the event that the Products, Software, Documentation and/or Services are subject to French export control regulations and/or foreign export control regulations, the following provisions shall apply:

- (i) the Buyer shall not sell, export or provide the Products, Software, Documentation and/or Services subject to the Order to any person or entity subject to sanctions, blocking or asset freezing measures applicable in the United States of America, any EU Member State (whether by EU regulation or governmental decision) or the United Kingdom. This applies to, but is not limited to, natural and legal persons who are on OFAC's list of Specially Designated Nationals and Blocked Persons, on any EU Member State's national list or on the EU Consolidated Sanctions List.
- (ii) In particular, the Buyer shall not sell, export or re-export, directly or indirectly any Products, Software, Documentation and/or Services supplied under this Order that may fall under the scope of Council Regulation (EU) 2023/2878 of 18 December 2023 amending Regulation (EU) No 833/2014 (facing Russia) or Council Regulation (EU) 2024/1865 of 29 June 2024 amending Regulation (EU) No 765/2006 (facing Belarus) concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine i) to the Russian Federation, the Belarus or for use in the Russian Federation or in the Belarus and in the Ukrainian territories controlled by the Russian Federation, or ii) to any individual or entity subject to EU sanctions or restrictive measures, as well as to any entity owned, controlled or acting for any individual or entity subject to EU sanctions or restrictive measures.
- (iii) The Buyer hereby undertakes not to sell, lend or hand over in any capacity whatsoever, whether free of charge or not, temporarily or permanently, to any third party, without the prior written consent of the French and/or foreign authorities, the Products, Software, Documentation and/or Services covered by the Order (including their developments or corrections delivered under the warranty).
- (iv) Within thirty (30) calendar days from the date of acceptance of the Order, the Buyer shall execute (and, if applicable, have the end-user execute) and deliver to the Seller an end-use certificate in a form to be provided by the Seller upon Buyer's request (this requirement is a condition to the validity of the Order as set forth in article 2.2 (Order)).
- (v) The Buyer shall maintain complete and accurate records of exports, re-exports and transfers of Products, Software, Documentation and/or Services provided under the Order for at least five (5) years from the date of export, re-export or transfer, and the Buyer agrees to provide such export records to the Seller upon request.

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The Parties acknowledge that the subject matter of the Order may be subject to the provisions of the Wassenaar Arrangement or any successor, replacement or supplemental body governing sensitive technologies. If the performance of the Order is legally prevented by the regulators of the Wassenaar Arrangement or any other such body, such prevention shall be deemed Force Majeure. The Seller shall not be liable to the Buyer for damages resulting from failure to perform the Order as a result of the application of such provisions. Any breach by the Buyer of any of the provisions of this clause shall be deemed to be a material breach by the Buyer of its contractual obligations and shall entitle the Seller either to suspend performance of the Order until such time as the breach is satisfactorily remedied or to terminate the Order forthwith, without prejudice to any other remedy to which Seller may be entitled by virtue of contractual and/or statutory provisions.

- 25. Anti-corruption and Influence Peddling.** 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 favorable 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 favorable 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. Each of the Parties hereby represents and warrants that none of its legal representatives is, or has been for the last three years, or will be at any time during the term of the Order, a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself or the end-customer within the frame of the performance of the Order. In case where, during the term of the Order, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.

In the meaning of the foregoing provision:

"Legal representative" means any of the directors and managing officers of either Party, of the company (or companies) controlling that Party and of the ultimate beneficiaries of that Party.

"Politically Exposed Person" (or "PEP") means any natural person who is either an "Initial PEP" or, by extension, a "Relative" to an Initial PEP:

- (i) an Initial PEP is a person who cumulatively fulfils the following two criteria: - on the one hand, is a "Public Official" or a senior official of a state-owned enterprise or publicly-owned company or of a political party, in the Buyer's / end-customer's country, who is currently exercising his/her functions or who has held such a position in the last three (3) years; - and on the other hand, this person, by virtue of his/her function or mission (past or current), is able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or is able to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract.
- (ii) A Relative of an Initial PEP is any one of the following people: - parents, brothers and sisters, children of the Initial PEP, as well as the spouse(s), recognized partner(s) or companion(s) of these children; - spouse, recognized partner or companion of the Initial PEP, as well as the ascendants and descendants of this spouse, recognized partner or companion of the Initial PEP; - persons closely associated with the Initial PEP, that is to say any person who is widely and publicly known to have close links, in particular business links, with the Initial PEP, including the beneficial owner of a legal entity, of a legal person or of a legal device held jointly with the Initial PEP or known to have been established for the benefit of the Initial PEP.

"Public Official" means any natural person who cumulatively fulfils the following two criteria:

- (i) On one hand, this person: - holds a legislative mandate or occupies an administrative, military or judicial position in the Buyer's / end customer's country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration; or - exercises a public function, as a public official or as a public agent, at any hierarchical level whatsoever, including within a public company or a national or international public body; or - provides a public service or acts as a public official, depending on the meaning that the law in force in the Buyer's / end-customer's country gives to these terms;
- (ii) And on the other hand, this person: - is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Buyer's / end-customer's final decision regarding the award of a contract, or - is able to influence the position to be taken by the Buyer or the end-customer within the frame of the performance of a contract.

Any violation by the Buyer of any provision of this section shall be deemed a material breach by it of its contractual obligations, and shall entitle the Seller either to suspend the performance of the Order as long as the breach is not satisfactorily remedied or to terminate the Order immediately, and this without prejudice to any other remedy to which it may be entitled as per contractual provisions and/or at law.

- 26. Subcontracting.** Thales shall be entitled to subcontract part of the Services, including within Thales' group, to any Affiliate or any other company in the European Union, always to the extent permitted by applicable laws and regulations, in particular the French law No. 75-1334 dated 31 December 1975 on subcontracting. Thales may also subcontract outside the European Union, subject to the Buyer's prior approval and express acceptance.

- 27. Force Majeure.** The Seller shall not be in default if performance of any of its obligations under the Order is partially or wholly delayed or prevented by reason of Force Majeure. "Force Majeure" means any event beyond the reasonable control of the Seller including but not limited to: governmental or public authority decision, act or omission, war (whether declared or not), hostilities, insurrection, act of terrorism, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disruption in the supply of supplies from normally reliable sources (including but not limited to electricity, water, fuel and similar supplies), strikes, plant closures and labor disputes, suspension or revocation of any license, permit or authorization, embargoes, storms, earthquakes, delay of a subcontractor due to Force Majeure as defined above. The occurrence of a Force Majeure event shall automatically suspend performance of the Order and the dates of the contractual schedule shall be postponed for the time period required to overcome the effects of the Force Majeure, and in any case for a period at least equivalent to the duration of the Force Majeure event. If the Seller's performance of any obligation under the Order is delayed in whole or in part by reason of Force Majeure for a period exceeding six (6) months, either Party may request termination of the Order, in whole or in part, in accordance with article 17 "Order Termination", and the Parties shall mutually agree upon a liquidation settlement. In case of disagreement it shall be deemed to be a dispute which shall be settled in accordance with the provisions of section "Applicable Law and Dispute Resolution". The termination shall not affect the debts due between the Parties at the date of the termination, in particular for the Services in production or execution at the said date.

- 28. Exceptional world events.** Exceptional world events, such as the COVID-19 pandemic and the conflict in Ukraine, are causing considerable disruption to the world economy, resulting in shortages, supply chain bottlenecks and disruptions in production and logistics, price volatility for both materials and labor and/or implementation of new instructions, laws and regulations issued by the competent authorities. In response to this inflationary pressure and in view of the increasing uncertainty currently facing markets and businesses, the Buyer acknowledges that the impact of these changing events or the impact of any other similarly significant event on the Seller's performance cannot



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reasonably be determined and fully taken into account as of the date of the Order. Accordingly, Buyer agrees that Seller shall have the right, to its own discretion to (i) reject or terminate any Order, (ii) revise the terms and conditions of the Order (including delivery schedule, shipment dates, lead times, volumes and/or prices) and/or (iii) offer the Buyer alternative solutions to complete/supply the Products/Software and Services, to the extent necessary, to limit the consequences of such disruptions due to an exceptional word event. In no event shall the Seller be liable to the Buyer for rejection, termination, cancellation or delays in the performance of its obligations to the extent that such failure or results from the aforementioned disturbances.

- 29. Hardship Clause.** In the event of a significant change in circumstances unforeseeable at the time the Proposal or the Order is issued, that imposes on one of the Parties an unfair burden arising from the Order, the Parties shall consult each other in order to jointly find equitable adjustments to the terms and conditions of the Order. Unforeseeable change in circumstances means any event, external to the Parties that would be of such a nature as to significantly modify the economic balance of the Order by making its execution excessively onerous for one or the other of the Parties, which had not accepted to assume such a risk. These changes include hyperinflation of any software or products, such as but not limited software licenses, cloud services, probes, used by the Service Provider in order to execute the Services.
- For the purposes of this article, (i) events occurring during the term of the Order, or (ii) events occurring prior to the conclusion of the Order, the existence or extent of which could legitimately be unknown to the Party invoking this clause, shall be taken into account. Notwithstanding the provisions of article 1195 of the French Civil Code when one of the Parties becomes aware of the occurrence of such an event, it shall notify the other without delay. Receipt of such notification shall have the effect of suspending performance of the Order. The Parties undertake to meet without delay after receipt of such notification, to negotiate and agree on the terms of revision of the Order intended to maintain the balance initially provided for. The Parties shall have a period of forty-five (45) days to reach an agreement on the terms of the revision, during which time they shall actively negotiate in good faith. Notwithstanding the provisions of article 1195 of the French Civil Code, if at the end of this period, no agreement is reached, the Party wishing to obtain the revision may unilaterally terminate the Order.

- 30. No Russia clause.** The Buyer shall not sell, export or re-export, directly or indirectly any goods supplied under the Order that may fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine i) to the Russian Federation or for use in the Russian Federation and in the Ukrainian territories controlled by the Russian Federation, or ii) to any individual or entity subject to EU sanctions or restrictive measures, as well as to any entity owned, controlled or acting for individuals or entities subject to EU sanctions or restrictive measures. Any violation of this article must be reported by the Buyer to the Seller without delay and shall be deemed a material breach of contractual obligations, entitling the Buyer either to suspend the performance of the Order as long as the breach is not satisfactorily remedied or to terminate the Order with immediate effect and without incurring in any payment of damages, indemnity or costs. In that event, the Seller is entitled to claim for all damage it incurs due to such violation without prejudice to any other remedy for which it may be entitled under contractual and/or legal provisions.

- 31. Assignment and change of control.** Neither Party shall be entitled to transfer to a third party all or any of its rights and obligations arising from or related to the Order without the express prior consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Seller may freely assign or transfer to any Affiliate any or all of its rights and obligations arising from or related to the Order. The Parties agree that the assignment of the Order releases the assignor for the future. In the event of the sale of the Buyer's business, spin-off or demerger absorption, merger, acquisition of his company or in the event of a change in the control of the Buyer's company: (i) creating a conflict of interest, in particular in the event of a change of control of the Buyer in favor of a direct competitor of the Seller in the field of Products and Services, and/or (ii) showing an ethical risk resulting from allegations of an ethical reputation against the potential new buyer, the Seller may terminate the Order by registered letter with acknowledgement of receipt, without liability to the Buyer, such termination to take effect on the day following the date of receipt of such

notice. It is expressly understood that the term "change of control" referred to above means the direct or indirect acquisition by a third party of more than fifty percent (50%) of the share capital or voting rights.

- 32. Waste electrical and electronic equipment.** Under Directive 2012/19/EU on waste electrical and electronic equipment (hereinafter referred to as "WEEE"), Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment and their transposition into national laws and/or regulations, the responsibility for the costs of managing WEEE can be transferred from the Seller to the Buyer. Unless otherwise agreed in writing by the Parties, the Buyer hereby accepts this responsibility and shall, accordingly: (i) assume the costs of collection, treatment, recovery and environmentally sound disposal of (i) all WEEE from or derived from the Products and (ii) all WEEE from or derived from products already on the market on August 13, 2005 (the Historic Waste), if such products are to be replaced by the Products and if such products are equivalent to the Products or perform the same function as the Products; (ii) comply with the additional obligations imposed on users by the WEEE regulations. The aforementioned obligations shall be flow-downed by the Buyer to the distributors (within the meaning of the aforementioned directives) and by the distributor to the end user of the electrical and electronic equipment, always under the responsibility of the Buyer. Failure by the Buyer to comply with the aforementioned obligations may result in the application of criminal sanctions, as provided for by the national laws and/or regulations transposing the said directives.
- 33. Amendments.** The Order can only be modified by means of a written amendment duly signed by the authorized representatives of each of the Parties. Any new request from the Buyer shall be evaluated by the Seller and shall be the subject of a Proposal from the Seller. After negotiation, an amendment to the Order shall be concluded between the Parties. No change in the Order shall be taken into account by the Seller until the amendment has been signed by the Parties. The standards, laws and regulations applicable to the Order shall be the standards, laws and regulations applicable on the date of submission of the Offer by the Seller or such other date as the Parties may agree. In the event of a change in the standards, laws or regulations to which the Order refers, the impact of such change shall be borne by the Buyer.
- 34. Partial invalidity.** If any provision of the Order, the Proposal or the GTCS is held by a competent authority to be invalid or unenforceable, such provision shall be deemed to be unwritten while the remaining provisions shall continue to be valid and in full force and effect. Notwithstanding the foregoing, the Parties undertake to negotiate in good faith to agree on a mutually satisfactory provision to replace the provision deemed null and void or unenforceable.
- 35. Title of the articles.** The Article titles used in the GTCS are for convenience only and shall not be used to interpret the provisions of the GTCS.
- 36. Survival.** The following clauses of the GTCS shall survive expiration or termination of the Order: article 6 ("Taxes"), article 16 ("Intellectual Property Rights"), article 15 ("Confidential Information") and article 22 ("Applicable law and Dispute Resolution").