

## THALES CLOUD PROTECTION & LICENSING PROCUREMENT GENERAL TERMS AND CONDITIONS OF PURCHASE

- 1. Acceptance of orders:**  
Unless otherwise specifically agreed in writing between the parties in a frame agreement or other instrument, all orders of goods or services by Thales Cloud Protection and Licensing and its affiliates ("Thales" or "buyer"), shall be subject to these terms and conditions of purchase. The acknowledgement of this order or commencement of performance implies the acceptance of such terms which shall prevail over contrary terms contained in any order acknowledgement, confirmation, invoice or any other document issued at any time by the supplier. The supplier shall acknowledge this order and return the same within one (1) week of receipt thereof, failing which the supplier shall be deemed to have accepted the order. No change, modification or revision of this order shall be effective unless in writing and signed by the buyer.
- 2. Delivery:**  
All deliveries not supported by an order signed by an authorised representative of the buyer shall be refused. Unless otherwise specified in writing or on the face of the order, goods or services called upon hereunder shall be delivered on a DAP destination basis (as per ICC Incoterms definition) to the buyer's designated place. If goods are incorrectly delivered, the supplier shall be responsible for any expense incurred in delivering them to their correct destination. The buyer will pay only for quantities ordered and delivered and shall be entitled to return at the supplier's cost and risk, any advance delivery or excess quantity. Time is of the essence for all deliveries and the supplier is obliged to adhere strictly to the dates stated in the order. The supplier shall notify the buyer in the event the timely performance of the order is delayed or likely to be delayed and shall immediately work on a contingency plan to mitigate consequences for the buyer arising from such delay. Upon receipt of such notification the buyer may elect to cancel the order without liability. In the absence of cancellation a delay in delivery will result in a late penalty of 1% of the price of the ordered goods or services per calendar day of delay, which shall be paid or credited at buyer's option. The amount of the penalty shall not exceed 20% of the price of the ordered goods or services. Title to the goods shall pass to the buyer upon delivery thereof.
- 3. Packing:**  
All goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) compliant with buyer's specifications; (ii) in accordance with good professional practice and I.C.C. regulations where applicable; (iii) acceptable to common carriers for shipment at the lowest rate for the particular goods and (iv) adequate to ensure safe arrival and storage, handling and storage at the named destination. Unless otherwise specified, the supplier is responsible for marking all containers with necessary lifting, handling, storage and shipping information. An itemized delivery note must accompany each shipment specifying the purchase order numbers, buyer item codes, dates of shipment, name of the consignee or consignor and any particular storage conditions to adhere to. Failure by the supplier to comply with the above shall entitle the buyer to return the goods at the supplier's cost, with no obligation for the buyer to make payment of the goods.
- 4. Inspection - acceptance:**  
Neither delivery or performance, nor payment of the goods or service shall imply their acceptance. Unless otherwise specified, all goods and services purchased hereunder shall be subject to inspection and test by the buyer to the extent practicable at all times and places and prior to final acceptance. If inspection or testing is made on supplier's premises, the supplier, without additional charge, shall provide for all reasonable facilities and assistance for the proper and safe inspection of the buyer. No inspection or test shall relieve the supplier from responsibility for defects or other failure to meet the requirements of this order. Any good or service which is defective or otherwise delivered or performed not in conformity with the specifications and requirements of the order shall entitle the buyer, at its sole option, to either reject it, require its correction or accept it with an adjustment in price. Any item which has been rejected or requires to be corrected shall be replaced or corrected by and at the supplier's risk and expense promptly after notice. Failure by the supplier to replace or correct the defective good or service within the delivery schedule shall entitle the buyer (i) to replace or correct the item and charge to the supplier the costs occasioned therewith; or (ii) to require a reduction in price unless the buyer elects in addition or in substitution to (i) to cancel the order pursuant to the provisions of clause 13 below (Termination for default). Notwithstanding any prior inspection or test, the supplier shall bear all risk of loss or damage to the goods or services until their final acceptance to be notified within a reasonable time after delivery, provided however that buyer remains responsible for losses or damages occasioned by the gross negligence of its employees.
- 5. Changes:**  
The buyer may at any time for any item not yet delivered or performed by written change order, suspend performance hereunder, increase or decrease the ordered quantities or make changes to: (i) the applicable specifications; and/or (ii) the methods of shipment and packing; and/or (iii) the place or time of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of the order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the order shall be modified accordingly in writing. However, nothing in this clause shall excuse the supplier from proceeding with the order as changed or amended. No claim by the supplier for adjustment hereunder shall be valid unless asserted within thirty calendar days from the date of receipt of the change order.
- 6. Prices - Invoicing - payment:**  
Subject to the price changes provided for in clauses 4 and 5 above, all prices as stated in this order are firm, non-revisable and include all charges associated with the performance of the order. No adjustment may be made for exchange rate differences, unless accepted by the buyer in writing. The prices are exclusive of any VAT and of any taxes of a similar nature, which shall be stated separately on the supplier's invoice. To the extent the withholding of taxes is required by law, the buyer shall withhold such taxes from payments due to the supplier and make payment of the same to the appropriate authorities. Upon written request, the buyer shall provide the supplier with a tax certificate or any other document evidencing such payment. Notwithstanding the foregoing, the parties shall cooperate to secure a reduction or elimination of such withholding taxes. Each order shall be invoiced separately unless otherwise specified in writing by the supplier. Invoices shall include the order number, description and quantity of goods delivered or services performed, the reference to the delivery note, the unit price thereof and the extended totals together with any other information requested by the buyer. All invoices shall be sent to the address specified in the order to the attention of the accounts payable department.
- The buyer shall not be responsible for any payment delay resulting from the supplier's failure to comply with this clause. No payments in advance shall be made by the buyer unless otherwise stated in the order. In that case the advance payment shall be regarded as a loan made to the supplier until the order has been completely fulfilled. Payment of invoice shall not constitute acceptance of the goods or services and shall be subject to adjustments at any time for errors, shortages, defects or other failures of the supplier to meet the requirements of the order. The buyer reserves the right to suspend payments whenever the supplier is in breach even partially of its obligations under any order and may at any time set off any amount owed by the supplier to the buyer against any amount owed by the buyer to the supplier. In consideration of supplier's complete and satisfactory performance of the order, the buyer shall pay the supplier within 60 days of the end of month following buyer's receipt of the invoice.
- 7. Warranty:**  
The supplier warrants that it has the necessary skills, personnel, equipment and permits to provide the goods or perform the services hereunder; that the goods delivered hereunder shall be new and free from defects in design, materials and workmanship and that goods and services shall comply with the requirement of the order, the specifications, the applicable standards, and any sample provided by the supplier or the buyer. The supplier further warrants that the goods supplied hereunder shall be of merchantable quality and that goods and services shall be fit and suitable for the purpose intended by the buyer and free of any lien, charge, hold or similar claim or encumbrance of any third party. The foregoing warranties constitute conditions and are in addition to all other warranties whether express or implied and shall survive any delivery, inspection, acceptance or payment by the buyer. Buyer's approval of the supplier's material or design or specifications shall not relieve the supplier of the warranties set forth herein. Without prejudice to buyer's rights to claim damages for losses suffered or costs incurred by the buyer or its customers as a result of the goods or services delivered or performed, if such goods or services do not meet the above warranties, the buyer may at its option, for a period of twenty-four (24) months from the date of delivery or performance, request the replacement, correction or reimbursement of the defective or non-conforming service or goods at no costs to the buyer. The supplier shall also be responsible without limitation as to time for losses or damages of any kind resulting from hidden defects in the goods supplied or services performed. The liability of the supplier shall extend to loss of profits, loss of business or any other indirect damages suffered by the buyer or its customers.
- 8. Buyer property:**  
All specifications, drawings or other documents and data provided by the buyer and all tools, molds, equipment, samples which have been furnished, paid for, or charged to the buyer shall be deemed buyer's property, treated as confidential information, and delivered in good condition, normal wear and tear accepted, by the supplier. The supplier warrants that said items and all information related thereto will not be used for any work or for the production of any material or parts other than for the buyer shall be promptly returned to the buyer when requested or upon completion or termination of the order. The supplier shall use its best efforts in safeguarding and preserving buyer's property and assumes all responsibility for loss, damage or destruction while in the possession or control of the supplier.
- 9. Intellectual Property:**  
All industrial and intellectual property rights resulting from the development of products, tools or software and the documentation associated therewith made by the supplier upon buyer's demand shall be disclosed to the buyer and shall become buyer's property as of the date of creation of such element. The supplier irrevocably agrees to assign and transfer any and all such rights to the buyer. The supplier as part of the consideration for this order and without further cost to the buyer, hereby grants to the buyer and to the extent requested by the buyer, to any of its customers, an irrevocable, non-exclusive, royalty free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all such inventions and discoveries made, conceived or actually or constructively reduced to practice which have not been assigned to the buyer pursuant to the provisions of the sentence immediately above. Any unpatented know-how or information concerning the supplier's products, services, methods or process which the supplier may disclose to the buyer incident to this order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration of this order and the supplier agrees not assert any claim by reason of use thereof. Should the products to be delivered by supplier contain any open source software, the supplier must inform the buyer in writing, prior to the order, of the following: (i) the identification of any and all open source software, and (ii) a schedule of all open source files including the relevant license and including a copy of the complete text of such licenses. The supplier shall indemnify and save harmless the buyer and each subsequent user or purchaser from and against any and all liability, loss, damages, claims, costs and expense arising out of any claim with respect to any infringement or alleged infringement of any patent, trademark, registered design, open source license, or copyright or other property rights resulting from the design, manufacture, use, supply or resale of the goods or services.
- 10. Confidentiality:**  
The supplier undertakes that the order and all information of any nature whatsoever obtained from buyer or on its behalf in the course of carrying out the order or acquired during visits to buyer's premises ("Confidential Information"), shall be treated as confidential between the parties and shall not be disclosed to third parties or copied or published for any reason without the buyer's prior written consent, nor shall it be used for any purpose other than for carrying out the order. The supplier will not use buyer's name or other identity for advertising or publicity purposes without buyer's prior written consent. The supplier shall take every reasonable precaution to protect the confidentiality and avoid unauthorized disclosure of the buyer's Confidential Information. In the event of any breach of the buyer's Confidential Information, the supplier agrees that the buyer is entitled to seek an injunction or any other equitable relief without the requirement to post bond.
- 11. Insurance:**  
The supplier shall take out and maintain at all times adequate insurance policies with international and solvent insurance companies to fully cover its liabilities and risks under the order, including without limitation general public and product liability. The supplier shall upon request provide the buyer with valid certificates of insurance as proof of compliance specifying the insured, insured value, deductibles, guarantees undertaken, exclusions, the validity period of the policy and confirmation that the premiums have been duly paid by the supplier.
- 12. Termination for convenience:**  
The buyer may terminate for convenience work under an order, in whole or in part, at any time upon notice to the supplier in writing. Upon any such termination, the supplier shall, without delay but to the extent and as specified by the buyer, stop all work on the order, place no further orders hereunder, terminate work under orders outstanding hereunder, assign to the buyer all supplier's interests under terminated subcontracts or orders, settle all claims thereunder after obtaining buyer's approval, protect all property in which the buyer has or may acquire an interest, and transfer all title and make delivery to the buyer of all goods, materials, documentation, work in progress or other things or rights held or acquired by the supplier in connection with the terminated order or portion thereof. Within sixty (60) days after such termination, the supplier may submit its final invoice, being understood and agreed that no compensation for termination-related damages of any kind shall be payable by the buyer. Failure to submit such a claim within such a time shall constitute a waiver of all claims and a release of all buyer's liability arising out of such termination. Unless otherwise agreed, the buyer shall only pay as part of the above charges, the amount due for goods delivered or services rendered prior to termination and in addition thereto, but without duplication, its actual costs of the material and direct labor incurred in anticipation of the fulfillment of the cancelled order and which are not recoverable by the supplier. The foregoing shall be applicable only to a termination for the buyer's convenience and shall not affect or impair any right of the buyer to terminate an order for supplier's default in the performance hereof.
- 13. Termination for default:**  
The buyer may terminate in writing, and without court consent to termination, an order in whole or in part if the supplier fails: (i) to make delivery of the items or to perform the services within the time specified herein, or any extension thereof in accordance with clause 5 (Changes) above; or (ii) to replace or correct defective items in accordance with clauses 4 (Inspection-acceptance) or 7 (Warranty); or (iii) fails to perform under the order for thirty (30) days as a result of a force majeure event; or (iv) fails to perform any other provisions of the order or so fails to progress as to endanger performance thereof, the buyer being sole judge under such circumstances. Termination pursuant to this clause shall further entitle the buyer to require the supplier to terminate the order and deliver to the buyer, in the manner and to the extent directed by the buyer, (i) any completed items and (ii) any such partially completed items, materials, documentation work in progress or other things or rights as the supplier has produced or acquired for the performance of the terminated order or portion thereof.
- 14. Gratuities and Anti-Corruption/Influence Peddling:**  
The supplier warrants that it has not offered or given and will not offer or give to any employee or representative of the buyer any gratuity with a view toward securing any business from the buyer or influencing such person with respect to any contract with or order from the buyer. The supplier further warrants that it shall always act in accordance with the national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling and in particular French law n° 2016-1691 of 9 December 2016 (relating to transparency fight against corruption and modernization of the economy ("Sapin II Law")). Whether directly or through third parties, the supplier shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. The supplier shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. The supplier declares to have implemented a compliance program that meets the requirements of the Sapin II Law, insofar as buyer is subject to this requirement. Any breach of this warranty shall be a material breach of each and every contract between the buyer and the supplier.
- 15. Assignment and subcontracts:**  
No right of obligation under an order (including the right to receive monies due hereunder) shall be assigned in whole or in part by the supplier nor shall the supplier subcontract all or part of the work under an order without the prior written consent of the buyer and any purported assignment or subcontract without such consent shall be void. The buyer's consent to the subcontracting of work under an order shall however not release the supplier from its liability for the proper execution of its obligations under the order. The buyer may assign an order or any part thereof to any affiliate or third party.
- 16. Equal Opportunity and Privacy Notice:**  
Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The buyer's privacy notice applies to any personal data, as defined under applicable data privacy laws, processed by the buyer in connection with the order. The buyer's privacy notice can be found at <https://cpl.thalesgroup.com/privacy-policy>.
- 17. Trade Compliance:**  
In connection with its actions under or related to an order, the supplier shall comply with all applicable export controls and economic sanctions (the "Export Laws"), including, as applicable, the Export Administration Regulations maintained by the U.S. Department of Commerce (the "EAR"), trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), export controls and restrictive measures maintained by the U.K. Government and the European Union (the "EU") and any anti-boycott compliance regulations. The supplier shall not sell, export or supply products or support services to individuals who or legal entities that are the subject of U.S., EU or U.K. blocking or asset-freeze measures. This shall apply, without limitation, to individuals who and legal entities that are on the OFAC List of Specially Designated Nationals and Blocked Persons or the EU Consolidated List. Upon request by the buyer, the supplier agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of products and support services purchased and distributed and any encryption technology information provided by the buyer for at least five (5) years following the date of any such export, re-export, or transfer, and the supplier agrees to provide such export-related records to the buyer upon request by the buyer. Upon request by the buyer, the supplier also agrees to sign written assurances and other export-related documents as may be required for the buyer to comply with the Export Laws. The obligations set forth in this paragraph shall survive the expiration, cancellation or termination of the order or any other related agreement. In the event of any governmental law, regulation or action forbidding performance of any obligations of the buyer hereunder, or in the event of inability of the buyer to obtain any license or governmental action required for the performance of its obligations hereunder, the buyer shall be excused from the performance of such obligations without penalty or liability of any kind. The supplier shall administer safeguards that are well designed and implemented to prevent and detect violations of Export Laws.
- 18. Miscellaneous:**  
The failure of the buyer to enforce at any time any of the provisions of an order, to exercise any election or option provided herein, or to require at any time performance by the supplier of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the order or any part thereof or the right for the buyer thereafter to enforce each and every such provision. The rights and remedies herein reserved to the buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity. If any term or provision of an order is determined unenforceable, invalid or unlawful, the other provisions of the order shall continue with the same effect to the fullest extent permitted by law. This document contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter hereof. No provision of these terms shall be altered, amended, revoked or waived except by mutual written consent of the parties. These terms shall be binding upon the parties and their successors and legal representatives. The buyer shall not be considered in default of performance of its obligations hereunder if performance of such obligations is prevented or delayed by any circumstances not within the buyer's reasonable control including, but without limitation: acts of God, fire, explosion, flood, storm, terrorist attack, civil war, commotion or riots, war (or threat of war), imposition of sanctions, embargoes or acts of government (including without limitation failure or delay to obtain export licenses), pandemic, labor disputes, failure or delay of transportation, supplier's inability to enter the buyer's premises to fulfill its obligations hereunder when applicable, or any other similar cause or causes beyond the reasonable control of the buyer ("force majeure"). Time of performance of the buyer's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences. All notices, requests and demands, and other communications required or permitted under the order shall be in writing and shall be given: (a) by personal delivery; or (b) by an internationally recognized courier service offering guaranteed overnight delivery. Notice shall be effective upon receipt. All such communications shall be sent to the supplier at the address for the supplier stated in the order, and in the case of the buyer shall be addressed as follows: Thales Cloud Protection and Licensing, Attn: VP of Legal, 9442 Capital of Texas Highway North, Suite 400, Austin, Texas, 78759 USA, with a copy to [contracts.americas@thalesgroup.com](mailto:contracts.americas@thalesgroup.com). Either party may change its address for notice purposes stated hereunder by giving notice in accordance with the provisions of this section.
- 19. Applicable law - Jurisdiction:**  
The order shall be governed by, subject to, and construed in accordance with the table below, without regard to or application of conflicts of laws principles, and each party irrevocably submits to the specified jurisdiction.

Buyer Country	Thales Contracting Entity	Governing Law	Forum for Disputes
Austria, Germany, Switzerland	THALES DIS CPL DEUTSCHLAND GMBH	German Law	Munich Tribunal

United Kingdom	THALES DIS CPL UK LIMITED	English Law	Courts of London
Rest of the EMEA countries	THALES DIS TECHNOLOGIES BV	English Law	Courts of London
Israel	THALES DIS ISREAL LTD	Laws of England & Wales	Courts of London
Australia & New Zealand	THALES DIS CPL AUSTRALIA PTY LTD	Laws of New South Wales	Courts in Sydney, Australia
Japan	THALES DIS JAPAN KK	Laws of Japan	Courts in Tokyo, Japan
India	SAFENET INDIA PRIVATE LIMITED	Laws of India	Courts in New Delhi, India
United States of America and the Caribbean	Thales DIS CPL USA, Inc.	Laws of Texas (USA)	Courts of Travis County, TX
Brazil	THALES DIS BRASIL CARTOES E SOLUÇÕES TECNOLOGICAS LTDA	Laws of Brazil	Courts in São Paulo, Brazil
Canada	THALES DIS CPL CANADA, INC.	Laws of the Province of Ontario	Courts of the Province of Ontario
Mexico & Rest of the LATAM countries (except as noted)	THALES DIS MEXICO SA DE CV	Laws of Mexico	Courts in Mexico City
Hong Kong, China and the rest of Asia (except as noted)	THALES DIS CPL HONG KONG LIMITED	Laws of Hong Kong	Courts in Hong Kong