



JOHN COCKERILL DEFENSE GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **SUBJECT:** Subject to any special terms and conditions of purchase agreed between the Buyer and the Supplier, these General Terms and Conditions of Purchase ("**GTCP**") determine the terms and conditions applicable to the Development, and/or the Production of Equipment, and/or the performance of Services, by the Supplier for the benefit of JOHN COCKERILL DEFENSE or one of its Affiliated Companies (hereinafter, the "**Buyer**"). The Buyer and the Supplier shall be referred to as the "**Parties**" and individually as the "**Party**".

The Equipment and Services are developed, designed, produced or manufactured by the Supplier for defence or security requirements.

2. **DEFINITIONS:**

"**Acceptance**" means the Buyer's acknowledgement of the conformity of the Services and/or Deliverables associated with the Contract and, in particular, with the Specifications.

"**Affiliated Companies**" means any company which, directly or indirectly (i) owns and/or controls a Party, or (ii) is controlled by a Party, or (iii) is under common control with that Party, it being specified that "own" means the direct or indirect ownership of 50% or more of the shares or units and "control" means the direct or indirect ownership of 50% or more of the voting rights.

"**Confidential Information**" means any information or data of any kind (commercial, technical, financial or other) communicated by one Party to the other Party, in writing, orally or visually, whatever its form or medium, identified as such by affixing to the corresponding medium the appropriate wording such as "Confidential".

"**Contract**" means the agreement entered into between the Parties for the Development and/or Production of Equipment and/or the performance of the Services, including these GTCP, the Order and, where applicable, any special terms and conditions agreed between the Parties, to the exclusion of any general terms and conditions or any commercial offer issued by the Supplier.

"**Customer**" means, where applicable, any direct or indirect customers of the Buyer, or any current and/or future users of the product into which the Equipment will be integrated and/or beneficiaries of the Services and associated Results.

"**Deliverables**" means all items, in their provisional or final version, to be delivered by the Supplier under a Contract, including Equipment, Tools and documentation.

"**Development**" means the design and development Services to be carried out by the Supplier.

"**Equipment**" means the items or one of their sub-assemblies produced, designed, manufactured and/or repaired by the Supplier and complying with the Specifications, including Prototypes, pre-series, series or Spare Parts, Software, and Specific Tools.

"**Intellectual Property Rights**" means, whatever its form or origin, whatever its present or future method of storage, whoever the owner of the data medium in question may be, and including but not limited to, inventions, trade or business secrets, patents, industrial or other designs, technical information and techniques, utility models, domain names, digital assets, three-dimensional and other models, copyrights, designs, trademarks (whether or not registered or registrable, including applications for registration, and whether or not affixed to Equipment or Specific Tools) and know-how, ideas, data, plans, methods, documentation, reports, source codes, manufacturing secrets, software, programs, diagrams, documentation for Software, equipment or any other intellectual property, as well as all works of authorship represented by any concrete means of expression (including, without limitation, drawings, printed matter, manuals and specifications).

"**Order**": means any order placed by the Buyer with the Supplier for the Development and/or Production of Equipment and/or the performance of Services.

"**Pre-Existing Intellectual Property**" means all Intellectual Property Rights acquired or owned by a Party prior to the conclusion of the Contract or independently of the performance of the Contract.

"**Production**" means the series production of the Equipment and their supply.

"**Prototype**" means any prototype of the Equipment to be developed and

provided by the Supplier for industrial qualification and testing.

"**Results**" means, in the context of the Services, all Deliverables and Intellectual Property Rights designed and/or developed by the Supplier.

"**Services**" means the services provided by the Supplier.

"**Software**" means any software embedded in or interfacing with a Deliverable, including source code, object code, interfaces, modifications and versions of the Software, and any associated documentation. A distinction is made between "**Packaged Software**" and "**Specific Software**", which is developed in whole or in part to meet the specific needs of the Buyer.

"**Spare Parts**" means the parts, assemblies and sub-assemblies required to Support the Equipment, including consumables, accessories, Tools, specific packaging and components.

"**Specifications**" means the functional and technical specifications to be met by the Services and/or Equipment.

"**Supplier**" means the person responsible for supplying Equipment and/or performing Services.

"**Supplier Portal**" This portal can be accessed at the following address <https://defense.johncockerill.com/fr/documents-dedies-aux-fournisseurs/> containing all the Buyer's standards to which the Supplier subscribes.

"**Support**" means the support Services to be provided by the Supplier, including the operational safety Services (OSS), integrated logistics support Services (ILS), maintenance in operational condition of Equipment (MCO), and training.

"**Public Contract**": means, where applicable, any public contract entered into, directly or by subcontracting, by the Buyer with a Customer, all or part of the services of which are subcontracted to the Supplier under the Contract.

"**Tool**" means any manufacturing, support and control means used for the integration and/or Acceptance of Deliverables, as well as the tools and test peripherals produced by the Supplier for the purposes of the Contract. Certain Tools that the Supplier may use are the property of the Purchaser. Certain Tools are "Specific" when they are specifically designed by the Supplier for the production of the Equipment and/or the Services.

3. **ISSUING ORDERS:** The Supplier shall be deemed to have accepted the Order on the first of the following three dates: i) the sending of an acknowledgement of receipt by the Supplier or ii) the commencement of performance of the Order by the Supplier or iii) the expiry of the period of five (5) working days from the issue of the Order.

4. **SUPPLIER'S OBLIGATION TO ACHIEVE A RESULT:** The Supplier undertakes, under an obligation to achieve a result, to carry out the Development and/or Production and/or provide the Services and associated Deliverables in accordance with the provisions of the Contract, the Specifications and, more generally, best practice and all legal and regulatory provisions.

5. **OBLIGATION OF INFORMATION AND ADVICE:** The Supplier must ensure that it has obtained all the information necessary for the proper performance of the Contract. It is obliged to inform the Buyer of all important information (including any risks, inconsistencies and/or errors) relating to the proper performance of the Contract.

The Supplier, by virtue of its know-how and experience, is required not only to review the Specifications but also to advise and/or warn the Buyer in order, in particular, to (i) complete and/or improve the definition and preparation of the Specifications, (ii) improve the quality of the Deliverables or the Services (iii) define the list of Deliverables or Results required and/or (iv) reduce the costs relating to the performance of the Contract.

6. **PLACE OF PERFORMANCE:** The Supplier shall indicate the places where the Services and/or the Production of the Equipment are to be carried out prior to entering into the Contract. The Supplier is not authorised to change the places of performance of the Contract without the prior written agreement of the Buyer. The Supplier undertakes to pass on this obligation to any of its own subcontractors.

7. **AUDIT:** The Buyer and/or its Customer are authorised, subject to fifteen (15) days' notice, to carry out any checks on the proper

performance of the Services and Production, where applicable on the Supplier's premises.

8. LACK OF EXCLUSIVE RIGHTS: Under no circumstances does the Contract grant the Supplier any form of exclusive rights, the Buyer reserving the right to use the supplies and services of a third party.

9. INDEPENDENCE: The Contract does not imply any relationship of subordination between the Parties. The Supplier shall perform its obligations in complete independence, it being specified that the performance of the Contract shall be carried out exclusively by personnel placed under its authority and its hierarchical and administrative control, under its sole responsibility.

10. DEADLINES: The Supplier undertakes to comply with any deadlines provided for in the Contract, which are, unless otherwise stipulated in writing or agreed subsequently by the Parties, firm and constitute an essential element of the Buyer's consent.

The Supplier is required to inform the Buyer of any risk of delay and its cause and of any measures taken and to be taken to minimise its impact. In the event of a Contract entered into as a subcontract of a Public Contract, the Parties shall meet to study any impact on the performance of this Public Contract.

Without prejudice to the application of any penalty and compensation for its loss, in the event of delay, the Buyer shall be entitled (i) to cancel all or part of the Order concerned and any other Order which it considers can no longer be used as a result of the delay and (ii) to make substitute purchases from a third party.

11. LOGISTICS AND DELIVERY: The Supplier must comply with the Buyer's Logistics Protocol accessible on the Supplier Portal. The Supplier and/or its carrier shall comply with the Buyer's requests in terms of delivery times on site, as well as the formalities and procedures for access to the site. In the case of transport by an independent carrier, on arrival at the destination, the Buyer (or any third party it may appoint) will make the usual reservations with the carrier in the form and within the time limits laid down by law. A copy of any reservations will be sent to the Supplier.

12. PRICE: The Supplier undertakes to perform the Contract under the price conditions defined therein. Unless otherwise stipulated in the Contract, the prices are determined on the date of the Contract and constitute fixed, firm and definitive prices. All prices are in euros and exclude VAT. The Parties therefore waive any right to renegotiate the Contract in the event of a change in circumstances that could not have been foreseen at the time the Contract was concluded, even if this change would make its performance excessively expensive for one of the Parties. Prices cover all the costs necessary for the performance of the Contract, for its entire duration. Where, in performance of the Contract, the Supplier is required to deliver Software, the costs of the licences required to use the Software and the costs of producing, reproducing and delivering any associated documentation are included in the prices.

13. TERMS OF PAYMENT: The Supplier's invoices are payable within sixty (60) days of the date of issue of the invoice. In the event of late payment, the amount of the invoice will be increased as of right and without prior notice by late payment penalties, plus a fixed recovery indemnity as provided for by law. Payment of all or part of an invoice by the Buyer does not imply acceptance or receipt of the Services and/or Deliverables.

Invoices must contain all the information required by the Buyer and be sent in PDF format according to the Buyer's invoicing instructions appearing on the Supplier Portal.

14. TOOLS: The Supplier is solely responsible for the maintenance of any Tools, including their repair or replacement, and for their storage and conservation, particularly in the event of loss or breakage.

15. TOOLS OWNED BY THE BUYER: For all Tools owned by the Buyer, the Supplier must (i) permanently mark them as the Buyer's property in such a way as to clearly inform any third party, (ii) establish a register accessible to the Buyer, (iii) present the Buyer with photographs of the Tools within five (5) days of their delivery to the Buyer's premises and (iv) present, or assist the Buyer in presenting, all the documents necessary to establish and guarantee the Buyer's right of ownership, in particular by drawing up a loan contract where applicable. The Supplier shall indemnify and hold harmless the Buyer

against (i) any use of the Tools owned by the Buyer by any of the Supplier's employees, agents or subcontractors in a manner that does not comply with the intended use or any instructions or regulations and/or (ii) the deactivation of any safety device on or around such Tools by the Supplier, any of its employees, agents or subcontractors

16. SPECIFIC TOOLS: All Specific Tools become the property of the Buyer and can only be invoiced once the Buyer has approved the Specific Tools. Consequently, without the Buyer's prior written agreement, the Supplier may not destroy, scrap or even reproduce the Specific Tools.

17. DELIVERY: Delivery of the Equipment shall be made Delivered At Place (Buyer's plant) (DAP), except for Orders concluded by ARQUUS for which delivery shall be made on dock (Buyer's plant) (FCA) (Incoterms 2020), unless otherwise agreed by the Parties and/or specified in the Order. Delivery does not constitute acceptance or discharge of the Supplier's liability for non-conformities. In the event of similar non-conformities on items already accepted, the Supplier is obliged to take any corrective or preventive action to resolve the said non-conformity.

18. ACCEPTANCE: Unless otherwise stipulated, the Services and/or Deliverables are subject to final Acceptance, which must take place within sixty (60) days of completion of the Services or delivery of the Deliverable. After this period, Acceptance will be deemed to have been tacitly granted. Provisional Acceptance may be carried out at different phases and milestones in the performance of the Contract.

In the event of a reservation concerning a non-conformity at the time of Acceptance, the Buyer may ask the Supplier to remedy it at its own expense within a period which it shall specify. On expiry of this period, and in the absence of a written agreement between the Parties, the Buyer may (i) declare the rejection of all or part of the Services and/or Deliverables, and (ii) claim compensation from the Supplier for any loss, after payment of the penalties.

Acceptance, even tacit, does not constitute acceptance or discharge of the Supplier's liability for any non-conformities that may not have been detected at the time of the said Acceptance. Where payment is conditional upon the completion of Services and/or Deliverables that are subject to Acceptance, the Buyer shall only trigger the said payment after Acceptance without reservation.

In the event of a Contract entered into as a sub-contract of a Public Contract, in the event of any reservation raised by the Customer, the Parties shall use their best endeavours to provide the Customer with all elements enabling it to withdraw any reservation and accept the associated Services and Deliverables as they stand. If the Customer fails to remove the reservation, the Supplier shall be responsible for reworking the part of the Services and/or the Deliverables, for which it is responsible.

If the Customer declares acceptance with a price reduction for a reason arising partially or exclusively from the Deliverables and/or Work and/or Services (and, where applicable, the associated Results) performed by the Supplier, the latter shall be required to pay the amount of the said price reduction in proportion to its liability, after having been given the opportunity to present its observations.

19. QUALITY: The Supplier undertakes to comply with the Buyer's Quality Protocol, including with regard to Software, which is accessible on the Supplier Portal. In any event, it must use an organisation, methods and resources enabling it to guarantee the quality of the Deliverables and/or the Results and their compliance with the technical requirements of the Contract and to provide proof thereof. The Supplier undertakes to provide with each Prototype, series Equipment and Spare Part delivered a certificate of conformity in accordance with standard NF EN9163.

20. GUARANTEE: Without prejudice to the applicable legal guarantee, the Supplier guarantees to the Buyer, for a period of two (2) years from its delivery to the final Customer, that the Equipment is free from material, design or manufacturing defects and is supplied in accordance with (i) the Contract and, where applicable, the Specifications, (ii) best practice and any applicable standards and (iii) the environment in which it will be installed and the use for which it is intended.

The Supplier shall remedy any non-conformity brought to its attention by the Buyer or shall replace or repair the Equipment. In particular, the

guarantee covers the costs of (i) logistics, (ii) labour required to repair and recondition the Equipment, (iii) materials, (iv) spare parts, (v) transport, (vi) travel of any kind, (vii) updating documentation, (viii) dismantling and reassembling the Equipment and/or peripheral parts required for its removal.

21. PENALTIES: In the event of a breach attributable to the Supplier, in addition to any claim for compensation for separate losses, the Supplier shall be liable, as of right, for the following penalties that do not constitute full and final discharge, after a period of eight (8) days following the sending of formal notice by the Buyer to the Supplier to comply with its obligations:

- In any event, the time spent by the Buyer's employees and consultants in carrying out all the actions necessary to deal with the breach attributable to the Supplier shall be compensated by a penalty corresponding to 2% of the total value of the Order concerned per week of treatment of the default,
- During Development, if the Supplier is late in producing a Deliverable, the administrative management time spent by the Buyer to make up for the Supplier's delay shall be compensated by the Supplier at the rate of 0.2% of the development costs of the Deliverable affected by the delay per day of delay,
- During Production:
 - o The Supplier shall pay a lump sum of €150 to cover the costs incurred solely as a result of the administrative handling of the Supplier's breach,
 - o Where a Supplier's breach impacts a Buyer's production line (and in particular leads to a production line stoppage or the need to rework any Equipment on a production line), the loss linked to the operating loss suffered by the Buyer will be compensated at the rate of €170 multiplied by the number of hours during which the production line is impacted (calculated on the basis of standard production time), multiplied by the number of people on the production workstation(s) impacted.
- During the provision of Support, failure by the Supplier to make an annual obsolescence declaration in accordance with Article 29 shall be compensated at the rate of one hundred (100) euros per undeclared reference.

In addition, when the Supplier acts as a subcontractor on a Public Contract, in the event of a breach for which it is responsible, the Supplier shall compensate the Buyer for the compensation that the Buyer will have to pay to its own Customer.

22. JOHN COCKERILL DEFENSE STANDARDS: The Supplier undertakes to regularly consult and comply with all of the Buyer's standards and procedures as published, updated and accessible on the Supplier Portal.

In particular, the Supplier acknowledges having read the Buyer's Supplier code of conduct and undertakes to comply with it in full and to ensure that it is complied with by its own subcontractors.

The Supplier warrants that it will comply with all applicable laws against corruption, including but not limited to anti-corruption laws and the OECD Convention of 17 December 1997, of which it declares that it is fully aware.

23. COMPLIANCE WITH LEGISLATION: The Supplier is required to comply with all applicable legislation and regulations applicable to the Contract and to ensure that the Deliverables and Services comply with all applicable standards requirements, whether express or otherwise.

Social-security and tax legislation: The Supplier must comply with the applicable social-security and tax regulations, in particular with regard to its personnel assigned to the performance of the Contract. In application of the applicable provisions against undeclared work, the Supplier undertakes to ensure that the Services are carried out by employees who are legally employed under applicable employment legislation and certifies that it has fulfilled all of its corresponding tax and social-security obligations. The Supplier shall send the Buyer, upon conclusion of the Contract and every six (6) months until the end of the performance of the Contract, all documents (statements, certificates, registration extract, list of foreign employees if applicable, etc.) proving that it has fulfilled its tax and social-security obligations in accordance with the applicable legal and regulatory provisions.

In any event, the Supplier shall indemnify the Buyer against the consequences of any action that may be brought in this respect and in particular for payment of any taxes, penalties, fines or contributions, cancellation of the benefit of exemptions or reductions in contributions, on the grounds of undeclared work, the employment of undocumented foreign workers or obligations relating to formalities for the transnational secondment of employees.

Health and safety: Throughout the performance of the Contract, the Supplier undertakes to comply with all applicable regulations, particularly in terms of health, safety and hygiene. It is and shall remain solely responsible for (i) the safety of its employees and the employees of its subcontractors, (ii) the application of the preventive measures necessary for the protection of its personnel and (iii) the means and methods used by its employees to perform the Contract, so that the Buyer shall not incur any liability in this respect, even when its personnel is called upon to work on premises other than those of the Supplier.

Throughout the performance of the Contract, the Supplier must comply with and apply to its employees all applicable safety requirements, whether by virtue of the law, regulations or internal rules applicable on the site on which its employees work (internal rules, health and safety rules, etc.), in particular on the Buyer's or Customer's sites.

Risk prevention Plan in the event that all or part of the Service is performed on the Buyer's premises, the Parties shall determine, prior to any intervention by the Supplier on the said premises, the measures required to comply with the provisions applicable to the prevention of health and safety risks. A risk prevention plan must be drawn up jointly by the Parties and signed by all those involved in the Services. If it needs to be amended, the Supplier shall send the Buyer the information to be updated.

24. CE Marking: The Supplier undertakes to comply with, and to ensure that its subcontractors and suppliers comply with, the applicable regulations relating to declarations of conformity and CE marking. A copy of any declaration of conformity drawn up within the framework of the Contract, or any subsequent evolution, will be communicated to the Buyer.

25. ENVIRONMENTAL PROTECTION: The Supplier undertakes to comply with and, where applicable, to ensure that its own suppliers, service providers and subcontractors comply with all applicable environmental rules and obligations, and, where applicable, in accordance with any derogations in the Public Contract. The Supplier warrants that no Equipment owned, manufactured or designed by it or its employees or any of its agents or subcontractors and no packaging shall contain any substance in excess of the limits permitted by the regulations. It will send the Buyer all the material sheets (information on hazardous substances, information on their composition) relating to the Equipment and its packaging.

26. SECURITY OF SUPPLY AND EXPORT CONTROLS: Export controlled products or technologies may only be incorporated into a Deliverable and/or a Result with the prior written consent of the Buyer and in any event in accordance with applicable law. If, in the course of the performance of the Contract, the Supplier or one of its subcontractors, suppliers or service providers is obliged to use an export-controlled product, the Supplier shall inform the Buyer without delay and shall present the information justifying the use of this product in order to agree on the possible consequences for the Contract.

The Supplier undertakes to ensure that any changes occurring in the supply chain during the performance of the Contract do not adversely affect the Buyer's requirements.

Prior to any Order, the Supplier undertakes to notify the Buyer in writing by completing the Export Control Certificate Form (ECCF) giving the complete list of items subject to foreign administrative authorisation or to specific restrictions on use imposed by a foreign State, specifying all relevant information.

Where the Contract is entered into as a subcontract of a Public Contract, the Supplier is hereby informed that failure to comply with these stipulations may result in the Public Contract being terminated by the Customer with fault attributable to the Buyer, who shall consequently terminate the corresponding Contract with fault solely attributable to the Supplier, without prejudice to compensation by the Supplier for any resulting damage to the Buyer.

27. INTELLECTUAL PROPERTY RIGHTS: Each Party is and remains

the owner of its Pre-Existing Intellectual Property. No communication of the Pre-Existing Intellectual Property to the other Party may be construed as a transfer of ownership. The use of the Pre-Existing Intellectual Property of one of the Parties by the other Party is reserved solely for the performance of the Contract. The Supplier grants the Buyer a non-exclusive right to use, free of charge, its Pre-Existing Intellectual Property for the performance of the Services and the exploitation of the Deliverables.

The Supplier shall not use any trade name or trademark owned by or licensed to the Buyer and/or any JOHN COCKERILL DEFENSE Affiliated Company unless expressly authorised in writing by the Buyer and/or the relevant Affiliated Company.

The Buyer shall be the sole owner of the Results obtained under a Contract, and the holder of the related Intellectual Property Rights, including over the Specific Software. To this end, the Supplier transfers to the Buyer, on an exclusive basis, for the entire world and for the entire term of protection, as and when they are created and without the need for further documentation, all the rights of use and the Intellectual Property Rights that it may hold over the Results with a view to direct or indirect exploitation. This transfer includes the rights to use, exploit, reproduce, represent, adapt, modify, decompile (software), translate (into any language and/or any computer language), distribute (in return for payment or free of charge), communicate and market, by any means and on any media, as well as to transfer and sub-license all or part of these rights to third parties. The Parties have agreed that the price of the transfer is included on a fixed and final basis in the price paid to the Supplier, and that no additional sum on any account whatsoever may be claimed. The Supplier shall have no right to exploit and/or market, directly or indirectly, in any form whatsoever, whether free of charge or against payment, nor to publish or distribute the Results owned by the Buyer.

The Supplier guarantees that the Deliverables, as well as their use and/or assembly, do not infringe, directly or indirectly, the Intellectual Property Rights of third parties and comply with all the rules governing the use and distribution of free software. The Supplier shall, at its sole expense, indemnify and hold harmless the Buyer from and against all damages, losses, costs, expenses and other disbursements arising from any claim that may be made against the Buyer and/or any of its Affiliated Companies, or against any user, including the Customer, of the Deliverables/Results or use of any component or packaging of a Deliverable that infringes a third party's Intellectual Property Right or any rule governing the use or distribution of free software. At the request of the Buyer, the Supplier shall assist the Buyer and/or any of JOHN COCKERILL DEFENSE's Affiliated Companies in any dispute in which it may be involved due to an infringement of a third party's Intellectual Property Rights and may, at the request of the Buyer, take over the conduct of any dispute.

Furthermore, if the Supplier provides IT tools and services, the Buyer, or any third party acting on its behalf, shall have the right to use and access the IT tools and services for the sole purpose of performing the Services. Unless otherwise agreed in writing, the Buyer may not: (i) modify or adapt the IT tools and services; or (ii) decompile or reverse engineer the IT tools and services, except to the extent necessary to achieve interoperability with other independently created software or as required by applicable law.

The Buyer is the owner of all its data provided to the Supplier and/or downloaded from the Supplier's servers or those of its subcontractors, if any, in connection with the Services. The Supplier may not use such data for any purpose other than the performance of the Services and the data shall be deleted and returned to the Buyer within thirty (30) days of the expiry of the Contract for any reason whatsoever or at the request of the Buyer.

28. SOFTWARE: Where, in performance of the Contract, the Supplier is required to deliver Software, the costs of development and licences required to use the Software, and the costs of production, reproduction and delivery of any Software documentation and the costs of maintaining the Software in an operational and secure condition are included in the prices. All updates and, unless expressly agreed otherwise, new versions/upgrades are included in the Contract price.

In addition to the provisions of Article 27, for any Specific Software, the Supplier shall provide the Buyer with the source codes resulting from the software developments carried out, it being specified that the Supplier shall refrain from including any item likely to hinder full use of

the Software (and in particular licence keys) which has not been brought to the Buyer's attention and accepted in advance in writing. In the event of licence keys or any other items inserted in the Software (including its modifications and new versions), the Supplier shall deliver to the Buyer, as and when they are produced, all the licence keys or other items necessary for full use of the Software (its modification or new version).

The design and development of all Software must comply with data protection regulations and any cyber security requirements in the defence industry or any other specific requirement of the Buyer.

In addition to Article 18, Software Acceptance operations must enable the functional and technical compliance, performance and proper operation of the Software to be checked in accordance with the Specifications, it being specified that all useful items associated with the Software (in particular source codes, executable object codes and test plans) must have been delivered beforehand. Acceptance does not discharge responsibility for any anomalies that cannot be detected.

In addition to Article 19, where Software is embedded in or interfaced with Equipment, the Supplier shall comply with a configuration management plan which it shall draw up in accordance with the ISO-10007-V2003 standard and which it shall provide to the Buyer.

In addition to Article 20, it is specified that the Supplier shall remedy, at its own expense, any anomaly occurring within two (2) years of receipt of the Software and attributable to it and carry out any maintenance, upgrade or update operation and ensure that its functionalities comply with the Specifications. The Parties agree that the continuity of the operation of the Software takes precedence over any other consideration. Consequently, the Supplier agrees that in the absence of an immediately available definitive correction, a workaround solution must be put in place by the Supplier as soon as possible after the diagnosis issued by the Supplier, without prejudice to its obligation to provide as soon as possible a definitive correction to the anomaly allowing a return to normal use of the Software in terms of functionality, performance and regularity of operation. At the end of the guarantee period, the Supplier shall provide the Buyer with (i) the object codes of the Software integrating the correction of anomalies, (ii) the document tracking the correction of anomalies and (iii) the updated Software documentation.

The Supplier warrants that any open source software contained in the Software is listed in the Contract and that nothing in the licences applicable to the open source software conflicts with or restricts the rights granted to the Buyer or limits the Supplier's obligations under the Contract. In addition, unless otherwise expressly agreed in the Contract, the Software does not include any open source software that requires as a condition of use, modification or distribution of the technology subject to this licence, that such technology or any other technology combined or distributed with such technology be (i) disclosed or distributed in source code; (ii) licensed for the purpose of creating derivative works; or (iii) redistributable free of charge. The Supplier shall inform the Buyer in writing of any changes made to the list of free software and shall at all times make available to the Buyer an accurate record of any changes made to the free software contained in the Software.

The Supplier will provide the operational maintenance and security services for the Software provided for in the Contract. The Contract specifies the levels of service expected by the Software. Unless otherwise stipulated in the Contract and without prejudice to any other remedy, in the event of non-fulfilment, the Buyer shall be entitled to a reasonable reduction in the price. The Supplier shall ensure that all updates and new versions/upgrades provided are fully compatible with previous versions of the Software delivered to the Buyer and that the updates and new versions/upgrades will not adversely affect the overall performance and functionality of the Software. If a new version of a third party product used in connection with the Software, or a third party product which the Software integrates or with which it interacts, is put on the market, the Supplier shall, at the Buyer's request and within a reasonable period of time from such request, provide the Buyer with an update or a new version/upgrade free of charge making the Software compatible with the new version of such third party product.

In the context of supplying the Software, the Supplier and its

subcontractors may be able to access the data of the Buyer or its Customer. In such event, the Supplier undertakes that it and its subcontractors will (i) not use such data for any purpose other than that necessary for the performance of its obligations, (ii) use the highest industry standards and technologies (including firewall protection, intrusion prevention tools and appropriate intrusion detection tools) to protect, safeguard and secure such data against loss and corruption as well as unauthorised access, use and disclosure, (iii) immediately notify the Buyer of any security breach or other security incident caused or discovered, (iv) ensure that only those personnel of the Supplier and subcontractors who require access to such data in order to provide the services hereunder are authorised to access such data and (v) ensure that persons authorised to access such data are bound by confidentiality undertakings no less restrictive than those set out in Article 30.

Cyber security - Privacy by design: The Supplier must be able to demonstrate that the design and development of any Software complies with the applicable regulations on the protection of personal data ("Privacy by Design"), with all cybersecurity requirements in the field of the defence industry or with any specific requirements set out by the Buyer. The Supplier warrants that the Deliverables do not and will not contain any program code, programming instruction or set of instructions that has been constructed with the ability to damage, interfere with, disable, adversely affect or have a negative impact on the operation of the Deliverables. The Supplier further warrants that it will identify, filter and protect the Deliverables against any viruses, trojan horses, worms, file infectors, boot sector viruses or other software or data collection devices which could, if triggered, erase or corrupt the Buyer's or its Customer's data, adversely affect the Deliverables, render the Equipment or other resources unusable or otherwise incapable of being used in the manner in which such Equipment or other resources were intended to be used, or collect the Buyer's or its Customer's data. At no additional cost and with no negative impact on Deliverables, the Supplier shall reduce and/or eliminate the effects of any such deactivation device, including but not limited to restoring and/or bearing the cost of recreating any lost data of the Buyer or its Customer.

29. MAINTENANCE IN OPERATIONAL CONDITION (MCO) - OBSOLESCENCE:

Equipment longevity: Considering the Buyer's field of activity, the Supplier undertakes, for a period of twenty (20) years from the last delivery of Equipment, to meet any request for the supply of identical Equipment, on reasonable contractual, economic and planning terms, in particular with regard to the terms of the last Order.

The Supplier is obliged to inform the Buyer without delay and to propose an alternative solution if it is definitively unable to supply certain Equipment during the aforementioned period. If the Supplier is unable to offer a replacement solution on reasonable terms, the Supplier undertakes (i) to provide the Buyer or any third party designated by the Buyer, with all the documents necessary for the design and manufacture of the Equipment and (ii) to grant or obtain for the Buyer, as the case may be, any licence to use the necessary Intellectual Property Rights.

Retention of files: The Supplier undertakes to keep, in a format that is easily accessible and guarantees their integrity, the (i) definition files, (ii) definition justification files and (iii) manufacturing and inspection files, whether or not they have been delivered to the Buyer, for a minimum period of thirty (30) years from the last delivery of Equipment under the same Order.

The Supplier undertakes, even after the aforementioned period, to inform the Buyer in writing (i) of any intention to destroy any file and/or information relating to the Equipment or (ii) of any cessation of activity or (iii) of any manufacturing cessation in order to enable the Buyer to request their handover.

Identifying obsolescence: For the MCO, the Supplier undertakes, for the entire duration of the Contract in question, to (i) carry out regular obsolescence monitoring, which will be communicated to the Buyer during the first quarter of each year, in collaboration with the Buyer's "Obsolescence Monitoring Unit" in accordance with the procedures set out in the "Process for identifying and dealing with Equipment obsolescence" accessible on the Supplier Portal and (ii) more generally, to alert the Buyer of any obsolescence and this no later than one (1) year before the end of Production of the Equipment concerned.

Dealing with obsolescence: In the event of obsolescence for the entire duration of the Contract, then for a period of three (3) years from the last delivery of the Equipment, the Supplier undertakes to (i) provide the Buyer with the exact cause of the obsolescence, (ii) inform the Buyer of the recommended solution for dealing with the problem, and (iii) after having obtained the Buyer's agreement on the recommended solution, deal with the problem at its own expense, including taking responsibility for any consequences that may result on the environment in which the Equipment is integrated (in particular by proposing a replacement solution - equivalence, sale from stock, redesign, etc).

30. CONFIDENTIALITY: Except with the prior written agreement of the sending party, and without prejudice to the obligations arising from a confidentiality agreement concluded between the Parties, the party receiving Confidential Information undertakes, throughout the term of the Contract and for ten (10) years following its expiry, (i) to protect and keep strictly confidential the Confidential Information that has been made available to it, (ii) not to communicate or disclose it, in whole or in part, to any third party with the exception of third parties who must have access to the said Confidential Information in order to perform the Contract and (iii) not to use it for any purpose other than the performance of the Contract or to copy or reproduce it. The Supplier undertakes to treat the Customer's Information in the same way as the Buyer's information. Each of the Parties guarantees that its staff and any subcontractors will respect the confidential nature and level of confidentiality of the said Information.

However, the obligation of confidentiality does not apply to information which (i) was known to the receiving Party, without any obligation of secrecy, prior to its transmission by the sending Party, (ii) is received from third parties in a lawful and legitimate manner, (iii) has become publicly available, or (iv) the disclosure of which is required by the application of a mandatory legal or regulatory provision, a final court decision or an arbitration award. In this case, the receiving Party must, as far as possible, give prior notice to the sending Party and, where appropriate, request the implementation of any confidentiality protection measures or procedures.

The Confidential Information remains the property of the sending Party and no right of use, licence or exploitation of this Confidential Information and/or its content is granted to the receiving Party.

31. LIABILITY: The Supplier shall be solely liable for any total or partial non-performance of one or more of its obligations under the Contract which is attributable to it or to one of its subcontractors or suppliers. It undertakes to compensate the Buyer for all damages, losses and expenses (including legal costs) suffered or incurred by the Buyer as a result of such non-performance.

32. INSURANCE: The Supplier must provide evidence of, and maintain in force, at its own expense, a civil liability insurance policy or any other type of insurance required with regard to the nature of the obligations of the Contract, covering it against the risks associated with the performance of the Contract, against damage of any nature (bodily, material and/or immaterial) which may be caused to the Buyer and/or the Customer, and/or to third parties by itself, its own suppliers or service providers and subcontractors.

33. INVALIDITY: Any stipulation which becomes invalid for any reason whatsoever in accordance with applicable law shall not affect the validity of the other stipulations which remain in force.

34. AMENDMENT: Any change to the Contract must be the subject of a written amendment signed by the Parties. The Buyer reserves the right to modify the Specifications; any resulting modification, particularly in terms of price, must be agreed in writing between the Parties.

35. TERMINATION: The Contract may be terminated before its term by either of the Parties in the event of a serious breach of a contractual obligation by the other Party, after a period of thirty (30) days following the sending of formal notice by registered letter with acknowledgement of receipt requesting that Party to perform, and which has remained without effect. The Contract will be terminated as of right, in addition to the right to compensation for any damage resulting from the breach that gave rise to termination. Compliance with deadlines, quantities, quality and applicable law are essential elements of the Parties' commitment.

In any event, the Buyer may terminate the Contract before its term by registered letter with acknowledgement of receipt, without incurring any

liability, if the decision to terminate is the consequence of the total or partial termination of the Public Contract by the Customer or due to the Customer, provided that fifteen (15) days' notice is given.

36. FORCE MAJEURE: In the event of force majeure within the meaning of the applicable law, the Party affected by the said event shall immediately notify the other Party, in writing, of its occurrence, its estimated duration, any evidence of its existence and any measures taken to mitigate its consequences.

The Parties will meet to find and take all reasonable measures to minimise the consequences of force majeure. In the event that the force majeure or its effects continue for more than three (3) consecutive months from the date of receipt of the notification of the force majeure and/or that the Parties have not found a solution, the Party against whom force majeure is claimed may terminate the Contract with immediate effect by registered letter with acknowledgement of receipt, without incurring any liability whatsoever.

37. ASSIGNMENT - SUBCONTRACTING: The Supplier may only assign, transfer or subcontract the rights and obligations arising from the Contract, whether free of charge or against payment, with the prior written agreement of the Buyer. In the event that the Buyer agrees in writing to the use of a subcontractor and to the terms of payment of the subcontract, the Supplier shall remain liable to the Buyer for the proper performance of the obligations which have been subcontracted or assigned.

38. APPLICABLE LAW: The Contract shall be governed by the law of the State in which the Buyer's registered office is established, to the exclusion of any conflict of law rules. The Parties expressly waive the application of the United Nations Convention on contracts for the International Sale of Goods of 11 April 1980.

39. COMPETENT JURISDICTION: Any dispute relating to the construction, formation, performance and/or termination of the Contract will be subject to the jurisdiction of the Court in which the Buyer's registered office is located.

40. PERSONAL DATA: The Parties shall comply with (i) the European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and (ii) the provisions of the applicable law (together, the "**Applicable Data Protection Legislation**").

The Supplier shall inform the persons concerned that the personal data protection policy in force within the JOHN COCKERILL Group, including the procedure to follow to assert their rights, can be consulted on the Supplier Portal.

In the event that personal data is to be subcontracted, a personal data subcontract will be signed by the Parties.

41. SPECIFIC PROVISIONS FOR ORDERS TO MEET THE NEEDS OF THE FRENCH ARMED FORCES

Protection of the essential interests of the State and computer defence: The Supplier undertakes, within the framework of the national information systems security policy:

- For its networks, regardless of their location, hosting sensitive national or international data belonging to the State (defence secrets, the Nation's scientific and technical potential, etc.,) in the event of an observed intrusion (i) to inform, within less than seventy-two (72) hours from the time of the observation, the Buyer who will inform the contracting authority (DGA/SSDI) and the DRSD correspondent of all information relating to the intrusion and the measures already taken and (ii) to take into account the measures recommended by the DRSD. Each of the Parties shall inform the other Party and the Customer as soon as possible of any computer attack of which it is aware. In this context, the State may request technical investigations and/or the intervention of specialised teams on the Buyer's and/or Supplier's premises to check the security measures taken to protect the information entrusted to the Supplier and to search for traces of any intrusion.
- For its corporate networks, i.e. any network hosting data other than those mentioned above, in the event of an intrusion observed and concerning its vital information (i) to inform, within less than seventy-two hours (72h) from the time the intrusion is observed, the Buyer,

who will inform the contracting authority (DGA/SSDI) and the DRSD correspondent of any information relating to the intrusion and the measures already taken and (ii) to implement, in consultation with the public entity, the measures for safeguarding and protecting the information hosted on the said networks. The State undertakes to keep strictly confidential any information to which it has access in this context.

Where the Supplier is an Operator of Vital Importance (OVI), it is subject to the specific legislative and regulatory obligations associated with its status as an OVI, which will take precedence over the stipulations of this article.

The Supplier undertakes to reproduce the stipulations of this article to its own subcontractors.

Security and protection of national defence secrets: The Supplier declares that it is aware of and complies with the texts in force relating to the protection of national defence secrets or any international equivalent. The Supplier undertakes to take all necessary measures to ensure the absolute protection of any classified information or media that it may come into possession of. The Supplier shall comply with the General Security Policy of the group to which the Buyer belongs and which is accessible on the Supplier Portal. Any breach or non-compliance with this clause and the applicable texts may result in the Contract being terminated with fault attributable to the Supplier, without prejudice to (i) any applicable criminal penalties and/or (ii) any compensation for damages that the Buyer may suffer.