

## PUBLICATION OBS SA GENERAL TERMS AND CONDITIONS

### 1 – DEFINITIONS

The words defined in this article, in singular or plural form, as well as all other words defined having an uppercase letter within these General Terms and Conditions have the following meaning:

**Affiliate:** refers to, for a Party, any entity that, at the effective date of the Contract or at a later date, directly or indirectly controls, is controlled by, or is under the same control as one of the Parties. Within the context of the Contract, the term “control” as well as derivative expressions such as “controlled by” and “under the same control” are defined by reference to the provisions of Article L 233-16 II of the French Commercial Code.

**Beneficiary:** generally refers to any Affiliate designated by the Customer that is likely to use or access a Provision

**Contract:** refers to the agreement entered into between OBS and the Customer consisting of the documents listed in the “Contractual Documents” article.

**Commercial Proposal:** refers to the proposal sent by OBS in response to the Customer’s request and specifying the nature, price, and conditions of the Provisions requested by the Customer.

**Customer:** refers to the legal entity based in France and holding the Contract with OBS, for its professional needs, as identified on the Order Form and/or the Commercial Proposal.

**Date/Time:** refers to, unless otherwise specified, any working day/hour legally worked in France.

**Deliverable:** refers to the information, documentation, and Equipment delivered to the Customer by OBS under the Contract

**Equipment:** refers to any Hardware or Software and its associated documentation, OBS under the Contract and identified in the Contract:

- **Hardware:** refers to any equipment (including its system software) constructed, manufactured, or produced by a third-party Supplier;
- **Software:** refers to all computer or equivalent IT system programs consisting of a series of instructions to execute a process or convertible into a format executable by a computer and fixed on a medium of physical expression and in any code format as well as the associated documentation.

**General Terms and Conditions:** refers to this document, describing the general terms and conditions of Provisions by OBS SA located at 1 Place des Droits de l’Homme, 93210 SAINT-DENIS La Plaine, France (hereinafter “OBS”) for the Customer’s needs.

**Implementation Date:** refers to the date on which the Services are put into operation by OBS.

**Order Form:** refers to any form by which the Customer orders Provisions from OBS.

**Party:** refers to OBS and/or the Customer.

**Provision:** refers to any sale and/or provision of Equipment and/or Services supplied by OBS in accordance with the Contract.

**Result:** refers to studies and creations produced by OBS solely for the needs of the Customer and identified as such in the Contract.

**Service:** refers to any service performed by OBS under the Contract and consisting, in particular, of technical assistance, consulting, deployment, integration, outsourcing, configuration, setting, installation, operation, maintenance, remote management, hosting, and/or supervision services.

It can be composed of:

- **Recurring Service:** any multi-customer packaged Service or service specifically developed for the Customer and invoiced periodically to the Customer in the form of a subscription or for use under the conditions defined in the Service Description and/or the Commercial Proposal.
- **Non-Recurring Service:** any multi-customer packaged Service or service specifically developed for the Customer and invoiced to the Customer from time to time under the conditions defined in the Commercial Proposal and/or Service Description.

**Service Description:** refers to the document describing the Service sold to the Customer by OBS.

**Supplier:** refers to the suppliers of OBS, namely the manufacturers of Equipment, the publishers of software, and/or more generally any service provider and partner of OBS.

**Specific Conditions OBS SA** refers to the document appended to the present General Terms and Conditions and specifying the specific conditions (if any) in regards to the ordered Provisions. They are accessible at <https://www.orange-business.com/sites/default/files/sc-obs-sa-en-20-05.pdf>

**User:** refers to natural persons using the Service under the Customer’s responsibility.

### 2 – PURPOSE – SCOPE – ORDER (CHANGE/CANCELLATION)

2.1 The purpose of the General Terms and Conditions is to define the legal, technical, and commercial conditions under which OBS delivers the Provisions to the Customer.

2.2 Each order shall be deemed to have been placed by the Customer in its own name and for its own needs or the needs of its Beneficiaries.

2.3 Any order for Provisions must be the subject of an Order Form.

2.4 Any change or cancellation in whole or in part of an order shall only be taken into account subject to i) a written request from the Customer 10 calendar days before the scheduled date of delivery or performance of the services and ii) a payment, before the scheduled date of delivery, of a penalty corresponding to 70% of the value excluding taxes of the Service and/or 100% of the value excluding taxes of the Equipment.

### 3 - CONTRACTUAL DOCUMENTS

The Contract entered into between the Customer and OBS for a Provision consists of, in descending order of priority:

1. the Order Form,
2. the Service Description and/or the Commercial Proposal, as well as any appendices thereto,
3. these General Terms and Conditions and the Specific Conditions OBS SA

The Customer therefore may not rely on any stipulation of its own general and/or special terms and conditions, correspondence, and/or prior commercial proposals relating to the same purpose as the Contract, as well as any contrary writing or discussion.

### 4 - TERM AND EFFECTIVE DATE

Unless otherwise provided in the Contract, the Contract shall take effect from the acceptance of the Order Form or, failing that, the commencement of the performance of the Provision for the following period:

- For a Recurring Service, the Contract is entered into:
  - either for an indefinite duration, along with, where applicable, a minimum commitment period starting as of the Implementation Date as specified in the Contract. Beyond this period, at any time, each of the Parties may terminate all or part of the Contract under the conditions defined in the "Termination" article.
  - either for a definite duration, automatically renewed for the same durations, unless the Contract is terminated by either Party with a prior written minimum notice of 90 days before the expiry of the current period.
- For the other Provision types, by default, the Contract is entered into for the duration necessary for the performance of the Provision.

### 5 – OBLIGATIONS OF THE PARTIES

#### 5.1 Obligations of OBS

**5.1.1 General comments:** OBS shall be bound by an obligation of means in the performance of the Contract, with the exception of the service level agreements stipulated in the Contract and for which an obligation of results is expressly provided. In the event of non-compliance with the quality of services, the provided penalties, where applicable, shall constitute a definitive fixed-rate payment and exclude any claims for damages for the same reason.

To ensure the maintenance of the quality of service, OBS may be required to carry out interventions likely to temporarily affect the performance of the Contract and shall as far as possible endeavour to minimise any resulting disruption for the Customer. In the event such interventions are likely to impact the Provision to the Customer, OBS shall notify the Customer at least one day before the intervention date, by any means, indicating the planned dates, times, and duration of the disruptions. If, upon Customer's request and after a study has been conducted, the scheduled intervention is carried out outside of working hours, the resulting additional costs shall be borne by the Customer. Disruptions due to scheduled interventions shall not be considered as outages leading to contractual breach nor shall OBS be charged penalties as per OBS's service level agreements.

**5.1.2 Duty to advise and inform:** OBS shall provide all necessary information and advice to enable the Customer to make an informed decision to enter into the Contract, within the limit of the scope of the Provisions and the Customer's environment. This obligation is in line with the precise and documented objectives and needs that the Customer has communicated to OBS for the establishment of the Contract. The Customer acknowledges having verified the adequacy of the Provisions to its needs in view of the information communicated by OBS. The Customer acknowledges being solely responsible for the selection of the Provisions, having received from OBS the necessary and sufficient advice and information on their use conditions, capacities, and performance limits and, in its professional capacity, for the use and interpretations that it makes of the documents and data that it consults, the results that it obtains, and the advice and acts that it deduces and/or issues.

**5.1.3 Compliance with market standards:** OBS shall use all means at its disposal to supply the Customer with Provisions consistent with the applicable professional standards, rules and practices, and the regulations in force in France.

**5.1.4 Compliance with the provisions in force at the Customer:** When the performance of the Contract requires the intervention of OBS's personnel in the premises of the Customer or of a third party, OBS's personnel must comply with all the general disciplinary measures in force at the premises of the Customer or of this third party and, in particular, the health and safety guidelines and the working hours of the establishment, subject to the communication of these provisions to OBS.

#### 5.2 Obligations of the Customer

**5.2.1 Access to premises, equipment, and information:** The Customer undertakes to (i) collaborate with OBS and with the persons authorised by OBS and who provide proof of their capacity, in particular by communicating to them all data, information, resources, and assistance (including access to documents, systems, and premises) under the same conditions as for its own staff and the particular constraints likely to have an impact on the technical and computer environment and on the Provisions; OBS shall not be required to assess or verify the quality of the communicated information; (ii) make available to OBS the equipment and other prerequisites defined in the Contract as well as the technical environment reasonably necessary to carry out the Provisions, (iii) and not modify the

connection of the Equipment made available to the Customer by OBS, not move such Equipment, nor intervene in any way on such Equipment without the prior written consent of OBS.

**5.2.2 Intervention at the Customer's site:** For any installation, operation, or maintenance of a Provision, the Customer undertakes to make available to OBS the resources necessary for the intervention and must, in particular, where appropriate, provide OBS with all the elements necessary for the performance of the intervention ( no later than 15 days before the date of intervention of OBS.

**5.2.3 Use of the Service:** The Customer undertakes to use the ordered Services (i) solely for its own needs and for the needs of its Users for whom it shall be solely responsible and whom it shall be responsible for informing of the use conditions of the provided Services, (ii) in accordance with the provisions of the Contract and all recommendations communicated by OBS and/or by the relevant Suppliers, (iii) in compliance with any applicable laws or regulations in the countries where the Provisions will be used (iv) without modification of the configuration of the Equipment and/or Services of OBS without prior authorisation from OBS.

**5.2.4 Other:** The Customer undertakes to (i) carry out, within the allotted lead-times, any intervention under its responsibility, (ii) ensure the security of its logins and, to that end, shall be responsible for any fraudulent use of the Services occurring from its logins use, (iii) take all measures to maintain Internet access to the Services, the Customer being responsible for such access and by recognising the limits, (iv) not connect to its corporate network any equipment whose characteristics or type has not been previously approved by OBS, failing which an immediate disconnection by OBS or by the Customer on OBS request may occur, (v) not carry out any load test, intrusion test, or any other similar verification, without prior consent of OBS, (vi) ensure, prior to any intervention by OBS, that it has properly carried out all the operations necessary for the protection and safeguarding of its data, programs, and computer files under its responsibility and that it has taken all measures necessary to ensure their confidentiality and security, and (vii) ensure, before any interruption of service, that the flaw is not on the equipment for which it is responsible. OBS shall invoice the Customer for any maintenance operation not provided for in the Contract or whose cause is not related to the Provision subject of the Contract. The invoices shall include the travel expenses and other costs incurred, the time spent at the hourly rate charged by OBS or its sub-contractors, and any repair costs.

### 5.3 Mutual obligations of the Parties

**5.3.1 Good faith collaboration:** The performance of the Contract requires active and regular collaboration between the Parties. Each Party shall promptly inform the other Party of any difficulties relating to the performance of the Contract or any modification occurring in its organisation (e.g. change of corporate contact details or banking details).

**5.3.2 Compliance with the conditions of intervention of the staff:** Within the framework of the Contract, the Parties undertake to comply with the provisions relating to the prevention of occupational risks, the definition of a prevention plan, and the general coordination of the prevention measures provided for in Articles R 4511-1 *et seq.*, R4511-5, R4512-6, and R4513-1 of the French Labour Code.

**5.3.3 Non-solicitation of staff:** During the term of the Contract and for one year following its expiry, regardless of the reason, each Party undertakes not to make any offer of employment directly or indirectly to the other Party's employees involved in the performance of the Contract except with the other Party's written consent, even if the initial solicitation is initiated by the employee. Any failure to comply with this clause by one of the Parties shall oblige it to compensate the other Party automatically and without intervention of the courts with a payment equal to twelve (12) months' gross pay of the relevant employee(s) calculated on the average of the last 12 months gross payments received before expiry of the labor contract.

## 6 – DELIVERY, ACCEPTANCE, IMPLEMENTATION

### 6.1. General principles

**6.1.1 Planning.** A provisional schedule may be established by OBS specifying the dates of performance of the Provision.

**6.1.2 Conditions for replanning.** A planned intervention by OBS rescheduled at the request of the Customer shall be subject to a penalty on the basis of:

- 50% of the price of the intervention if the postponement request takes place within seven (7) calendar days before the initially planned intervention date,
- 100% of the price of the intervention if the postponement request takes place within 48 hours before the initially planned intervention date.

**6.1.3 Cancellation of intervention.** An intervention cancelled by the Customer within seven (7) calendar days shall be invoiced on the basis of: 100% of the price of the intervention.

**6.1.4** OBS may also invoice the incurred costs (travel, etc.) for any intervention prevented by the Customer

**6.1.5 Acceptance/Implementation:** The placement in production without any reservation made by the Customer within 8 days following such placement in production, the use of a Provision, the notification of the Date of Implementation by OBS of a Provision, shall be considered as constituting acceptance of the said Provision and triggering the right for invoicing by OBS for the corresponding payment where applicable.

Special terms of acceptance may be defined in the Contract according to the relevant Provision.

### 6.2 Special terms

The terms of delivery, acceptance, and/or implementation are specified by type of Provision in the Specific Conditions and/or any other contractual document.

## 7 – INSTALLATION, OPERATION, AND MAINTENANCE

The conditions for the installation, operation, and maintenance of the Provisions by OBS are specified in the Contract and/or, by default, in the Specific Conditions depending on the type of Provision subject of the order.

## 8 – PRICES

**8.1** The prices of the Provisions appear in the Tariff Appendix and/or in the Commercial Proposal.

**8.2** The prices may be flat-rate or cost-plus, firm or revisable.

In the event of revisable prices, and depending on the type of considered Services, the prices may be either:

- i) updated monthly: in case of Price per unit increases leading to an increase of the invoiced amounts, the Customer may terminate the Contract in accordance with the terms of article 10.3, or
- ii) revised on the anniversary date of the Contract by applying the following formula:

$$P_1 = P_0 \frac{S_1}{S_0}$$

where:

P1 = revised price

P0 = original price

S0 = last SYNTEC index published as of the date of the previous revision or original index (last published as of the signing date of the contract)

S1 = last SYNTEC index published as of the revision date.

- iii) or any other revision formula defined in the Contract.

**8.3** The travel costs of workers shall be invoiced in addition to the Customer on the basis of the supporting documents provided by OBS.

**8.4** In consideration of the provided Services and in particular the associated commitments (in particular, the service level agreements), the Parties agree that no acceptance of an incomplete performance of Services within the meaning of Article 1223 of the French Civil Code shall be possible, whether they can be used in their condition at the time or not. Therefore, no price reduction may be requested.

**8.5** The Parties will comply with tax provisions accessible at <https://www.orange-business.com/sites/default/files/tax-clauses-en-20-05.pdf>

## 9 – INVOICING AND PAYMENT CONDITIONS

### 9.1 Invoicing conditions

Invoices shall be issued according to the terms and periodicity defined in the Contract. Otherwise, invoices shall be issued on a monthly basis, and the following invoicing schedule shall apply:

- Recurring Services shall be invoiced as follows: 100% of the periodic amount defined in the Contract as from the Implementation Date, billed in advance.
- Services based on per-use consumption shall be invoiced at the actual cost in arrears;
- Non Recurring Services shall be invoiced as follows:
  - 30% of the price upon ordering and 70% upon pronouncement of the acceptance of the Services or handover of the Deliverables.
- The Equipment is invoiced as follows
  - o Sale of Equipment with associated services 30% of the price upon ordering and 70% upon delivery of the Equipment.
  - o Sale of Equipment without associated services: 100% of the price upon ordering.

### 9.2 Payment conditions

9.2.1 Unless otherwise provided in the Contract, invoices shall be payable within 30 calendar days from the date of issue of the invoice. OBS shall not apply any discounts for early payments.

9.2.2 Invoices shall be paid by cheque, by bank transfer to the account indicated by OBS, or by SEPA direct debit from the bank or postal account indicated by the Customer or by the third party payer in the Order Form.

9.2.3 The Customer may appoint, under its own responsibility, a third party as the payer. The appointment of a third-party payer shall only be a payment indication and shall not release the Customer from its payment obligation in the event of a failure by the third-party payer.

9.2.4 Any complaint from the Customer with regard to an invoice must be submitted by registered letter with acknowledgement of receipt within a maximum of 30 days from the invoice date. After this time limit, the invoice shall be deemed proved in principle and in amount. Any complaints shall suspend the obligation to pay the disputed amount for 30 days, subject to justification of the complaint by the Customer and payment of the non disputed part of the invoice in case of partial dispute.

9.2.5 In the event of a payment for a set of invoices or a partial payment, the Customer undertakes to enclose with the payment the allocation details for the sums paid. Otherwise, OBS shall determine the order of allocation of the payment.

9.2.6. In case of payment default by the Customer at the invoice due date, a penalty, calculated as follows, shall be automatically added to the outstanding amounts:

- i) application of the interest rate applied by the European Central Bank for its refinancing operations as of 1 March of the current year (or of the previous year if this penalty is calculated between January and 1 March of the current year), plus 10 percentage points, or
- ii) if the rate defined in (i) is lower than the minimum rate indicated in Article L441-6 of the French Commercial Code (statutory rate of interest multiplied by 3), application of the latter rate, and
- iii) on the amount, including taxes, of the sums due, for each two-week period or part thereof from the first day of overdue payment.

The said penalties are calculated from the day after the invoice due date. A fixed fee of €40 for recovery costs is collected under Article D441-5 of the French Commercial Code. Where the incurred recovery costs exceed the amount of this fixed fee, OBS may demand additional compensation upon providing evidence of such costs.

9.2.7 If the Customer or third-party payer fails to pay an invoice after formal notice by registered letter with acknowledgement of receipt that remains unsuccessful for 15 calendar days, OBS may automatically suspend all or part of the Provision in question. If non-payment continues, the terms of the "Termination/Suspension of the Service" article shall apply. In the event of default by a third-party payer, the Customer shall be jointly and severally obliged to pay the sums due by the third-party payer in question together with any late payment interest referred to herein within 15 calendar days following the date of formal notice of payment sent by OBS.

## **10 – TERMINATION/SUSPENSION**

### **10.1. Termination for convenience**

#### **10.1.1 Recurring Services**

The Customer may terminate any Recurring Service by registered letter with acknowledgement of receipt at any time subject to a notice period of 90 calendar days. Termination of a Recurring Service shall result in termination of all subscribed options. The termination of a Recurring Service shall make immediately payable any compensation or termination fees owed to OBS by the Customer as provided for in the Contract and notably the the rest of the amounts due for the Service till the end of the duration commitment, if termination occurs before the completion of the duration commitment.

#### **10.1.2 Non-Recurring Services**

The Customer may terminate a Non-Recurring Service by registered letter at any time subject to complete payment of the total amount of the Contract.

According to the Provision in question, the termination fees provided for in 10.1.1 and 10.1.2 may be combined.

### **10.2 Termination for breach**

In the event of a breach by one Party of a substantial obligation of the Contract, with a formal notice to remedy this situation by registered letter with notification of receipt, that has remained without effect for 30 calendar days starting from the notification date the other Party shall be entitled to terminate the Contract automatically, without prejudice to any other right that it has.

In the event of termination of contract for breach by OBS, the contractually defined compensation or termination fees shall not be due by the Customer.

The conditions for implementation of the resolution provided for in Article 1226 of the French Civil Code (understood as being a termination given the nature of the Provisions) are those defined in this article.

### **10.3 Termination for modification of the contractual or technical conditions of a Recurring Service by OBS**

At any time, OBS may modify the contractual or technical conditions under which a Recurring Service is provided (in particular by removing a component of a Service) after notifying the Customer at least one (1) month before the effective date, unless otherwise provided. The changes shall apply during the course of the Contract. In case of substantial changes adversely affecting the Customer (notably, price increases as specified in article 8.2), the Customer may automatically terminate the Contract, including during the minimum commitment period without termination fees nor any right of compensation for the Customer. Such notice of termination shall be made no later than two (2) months after the effective date of the change. The termination shall take effect 30 days following the date of notice of termination, unless agreed otherwise between the Parties

### **10.4. The withdrawal of Recurring Service by OBS (End-of-Sale)**

Unless otherwise stipulated in the contract, if a Recurring Service is to be withdrawn from commercialization, OBS shall inform the Customer at least six (6) months in advance of the date on which the Service will stop. The end of the Service shall result in the termination of the Contract as of the effective date of the withdrawal of the Service. OBS may not be held liable for the termination of the Service, and such termination shall not entitle the Customer to compensation or damages. OBS shall endeavour to the best of its possibilities to offer an alternative solution to the Customer.

### **10.5 Consequences of termination**

Furthermore, the Customer undertakes, at its own expense, to return or destroy, at OBS's option, the Equipment and any other component made available by OBS for the use of the Services.

### **10.6 Suspension of the Service:**

If the Customer fails to fulfil its obligations under the Contract and, in particular, if the Customer fails to pay all or part of an invoice, OBS may suspend all or part of the performance of a Provision by written notification to the Customer. In the event of suspension, any performance schedule shall be automatically extended by a duration at least equal to the duration of such suspension (including the lead-time required for the demobilisation and remobilisation of OBS staff), and the corresponding costs shall be borne by the Customer.

Apart from Customer's failure to fulfil its obligations, OBS may suspend a Recurring Service by informing the Customer as soon as possible for reasons of security, maintenance, or a request or decision of a judicial or administrative authority. The suspension shall not be considered as an incident and may not be the subject of a termination for breach or penalties with respect to the service level agreements of OBS, and OBS may not be held liable for any damages suffered by the Customer. During the suspension period, OBS Services shall continue to invoice for the Service.

## **11 – LIABILITY**

With regard to the economic balance of the Contract, the Parties agree as follows:

**11.1** Either Party may be held liable, regardless of the basis and the nature of the action, only if it is proven to be at fault and to have caused personal, direct, and certain damage to the other Party.

The Parties expressly agree that the following types of damage and/or loss may not result in compensation, whether they were reasonably foreseeable or not: loss of profit, loss of turnover, loss of customers, reputation damage, and loss of data.

With regards to data losses, the costs of reconstructing the Data may give rise to compensation if the management and/or retention of the said Data are part of the services provided by OBS with respect to the Provision. "Reconstruction costs" refers to only the costs of reintroducing into the Customer's databases the Data contained in the most recent backup carried out by OBS in accordance with the Contract (excluding the costs of re-collection of the Data permanently lost, destroyed, corrupted, or altered due to the time difference between the date of this last backup and the date of the damage).

The cumulative amount of damages that may be due by one Party to the other Party under the Contract may not exceed:

- per event and per Provision concerned by the breach: the amount invoiced for this Provision over the last six (6) months preceding the occurrence of the event having caused the damage;
- per calendar year, all events combined and per Provision concerned by the breach: the amount invoiced for the last 12 months for the Provision concerned by the breach.

**11.2** OBS may not be held liable for a breach of its contractual obligations resulting from the acts of the Customer or the acts of a third party other than a sub-contractor or Supplier of OBS.

**11.3** The Customer shall protect OBS against and compensate it for the consequences of any action or complaint from a third party against OBS due to a use of the Provisions not consistent with the terms of the Contract.

## **12 – CONFIDENTIALITY**

**12.1** Within the framework of the Contract, any information deemed confidential by nature, in particular information relating to the commercial policy, the strategy, the activity of OBS and of the Customer, the Provision, the tools, methods, and know-how, as well as any information protected by business secrecy, communicated by an issuing Party to a receiving Party, on any medium and by any means, shall be kept confidential unless the said information is expressly qualified as non-confidential by the issuing Party. In addition, any information expressly considered as confidential by the issuing Party by any means must be kept confidential by the receiving Party.

**12.2** Under these conditions, the following will not be considered as confidential information: (i) Information that is in the public domain at the time it is communicated or after it is communicated, subject, provided in such later case it did not result from a breach of a confidentiality obligation by the Party with knowledge of the information; (ii) information for which the Party receiving the information can provide evidence of prior knowledge of the information in good faith and without breach of another confidentiality obligation prior to communication thereof within the context of the Contract; (iii) information communicated by a third party after the signing of the Contract and received in good faith and with no breach of another confidentiality obligation by the Party to which it was communicated.

**12.3** Save prior written authorization by the other Party, each Party undertakes not to use the said information or data if it is not necessary for performance of the Contract and not to disclose the said information or data to any third party or any person other than their employees, unless strictly for the proper performance of the Contract, Affiliates, suppliers, and sub-contractors of OBS involved in the performance the Contract shall not be treated as third parties within the meaning of this paragraph.

**12.4** The Parties undertake to meet the obligations resulting from this "Confidentiality" article for the entire term of the Contract and for three years after the Contract expires.

**12.5** At the end of the Contract, for whatever reason, each Party that has received confidential information undertakes to return it to the other Party and to destroy any copies of this confidential information that may have been made.

## **13 – AUDIT**

In the event of a prolonged or repeated breach by OBS of its obligations for the performance of the Contract, particularly with regard to the quality of service as defined in the Contract, and in order to verify OBS's compliance with the commitments of the "Personal Data Protection" article, the Customer may, no more than once per contractual year and at its expense, arrange the performance of a technical audit of the conditions of supply by OBS of all or part of the Provision entrusted to OBS under the Contract. This audit may be conducted either by an internal audit structure of the Customer or by an independent third-party firm mutually chosen by the Parties and subject to an obligation of confidentiality.

## OBS SA General Terms and Conditions

The Customer must notify OBS in writing, while respecting the minimum notice period of one month, of its intention to have a technical audit performed within the premises of OBS and must inform OBS of the scope of this audit.

The Parties expressly agree that the audit may in no case pertain to the financial aspects of the Contract.

Before each audit, all the parties involved shall sign a memorandum of understanding in order to define the conditions under which the audit must be carried out (audit date, confidentiality rules, schedules of interventions, lead-times, etc.). The audit must be performed during business hours and must not exceed two (2) Days.

In the context of these audits, OBS shall make its best efforts to cooperate in good faith with the auditors, within the limits of what is reasonably necessary for the performance of the audit. OBS shall communicate to the auditors only information strictly necessary for the purposes of the audit, with the exception of information relating to the know-how or the business secrets of OBS and information covered by confidentiality obligation.

The Customer must ensure that the performance of the audit does not disrupt OBS's fulfilment of its obligations under the Contract or OBS's activity in general.

In any case, if the audit operations result in interruptions of all or part of the Provision, the Parties agree that such interruptions shall not be taken into account in the evaluation of compliance with OBS's service level commitments and that OBS shall not be held responsible.

During the audit operations, the auditors must comply with OBS's internal regulations and security rules. They must hold professional liability insurance covering the audit, as they may be held liable by OBS in case of damage caused to OBS.

The Customer undertakes to ensure that the audit does not create any costs for OBS. In any event, if the audit generates costs for OBS, the Customer undertakes to bear such costs on presentation of the supporting documents provided by OBS.

In general, all documents, information, or data, regardless of the medium, entrusted to the auditors by OBS shall be confidential in nature and shall be treated as such in accordance with the "Confidentiality" article herein.

If the audit report reveals a non-compliance by OBS with its obligations, OBS undertakes to implement, at its own expense, the corrective measures necessary to remedy such non-compliance, within the lead-time mutually defined by the Parties.

The Customer acknowledges that the Service may be audited by any other qualified body within the framework of a certification or by virtue of a legal obligation (CNIL, ANSSI, etc.). To that end, the Customer hereby authorises OBS to give such bodies access to its data solely for the purposes of the audit.

## 14 – PERSONAL DATA PROTECTION

Each Party will comply with their obligations as provided in the Data Protection Clauses accessible at <https://www.orange-business.com/sites/default/files/pdp-clauses-en-20-05.pdf>

## 15 – INTELLECTUAL PROPERTY

For the purposes of this article:

- **"Prior Knowledge"**: refers to all elements, whatever their form, nature, and medium, designed or created by or for a Party or its supplier, prior to entry into the Contract or independently of the performance thereof, as well as any improvement of these elements, such as intellectual works, Software (including Software developed by or for a Party), products, processes, inventions, technical or functional specifications, reports, studies, documentation, data, and more generally all elements protected or not by intellectual property rights or by any other means of protection such as know-how or business secrecy belonging to that Party or to its supplier.
- **"Specific Software Developments"** refers to any Software identified in the Contract as produced by OBS or its Supplier under the Contract exclusively for the Customer, to the exclusion of any improvement, correction, or modification of Prior Knowledge of OBS or of its Supplier.

### 15.1 General provisions

Unless an exemption is expressly granted, the Contract does not entail any transfer of intellectual property rights other than the granting of rights necessary for OBS's fulfilment of its obligations under the Contract. .

Both Parties undertake not to infringe the intellectual property rights of the other Party.

### 15.2 Intellectual property rights to Prior Knowledge

Each Party shall retain exclusive ownership of the intellectual property rights on its Prior Knowledge.

### 15.3 Rights granted by OBS for the purposes of the Contract

Depending on the nature of the Provision, OBS shall grant the Customer, in return for payment of the price, a non-exclusive, non-assignable, non-transferable, personal right of use, for France, for the term of the Contract and for the internal needs of the Customer and the purposes of the Contract, for the Software made available to the Customer and/or to its Users by OBS or provided to the Customer and/or to its Users by OBS under the Contract.

Regarding Third-Party Software made available by OBS under the Contract, licences shall be granted in accordance with the conditions of the licences granted by the Third Parties in question. Where the Provision includes Third-Party Software, the Customer undertakes to review and accept the terms of the licences concerned, communicated by OBS or directly accessible with the said third parties.

The Customer is hereby informed that the Provision is likely to incorporate Open Source software and undertakes to accept the terms of the said Open Source licences.

### 15.4 Ownership of Results

Unless otherwise provided in the Contract, OBS shall transfer to the Customer all intellectual property rights to the Results. These rights shall be assigned to the Customer for all countries for the entire statutory period of protection of these rights. Where the Results include Specific Software Developments, ownership of the binary code and the source code shall also be transferred to the Customer.

## OBS SA General Terms and Conditions

**15.5 Customer Warranty:** the Customer is the sole responsible of the software licences that it installs on the solutions (i) provided by OBS, or (ii) outsourced by the Customer to OBS, notably in respect of publishers licence terms of the relevant software. The Customer guarantees OBS and indemnifies OBS for any consequences of third parties' actions or complaints coming from the non compliant use of the Provisions.

### 15.6 Warranty of quiet possession

15.6.1 OBS represents to the Customer that it holds the rights necessary for the performance of the Contract, including, where applicable, the right to distribute the licences under the publisher's terms.

If all or part of the Provisions are the subject of a complaint for infringement, OBS may, at its discretion:

- modify the relevant Provision, if possible by replacing the elements in question with non-infringing, functionally equivalent elements without any additional cost;
- acquire the necessary rights to continue the performance of the Contract; or
- if none of those solutions is feasible under reasonable terms, the Parties shall meet to assess the impact on the performance of the Contract and consider a solution acceptable to the Parties, failing which the Customer may terminate the Contract.

15.6.2 OBS shall assume responsibility for any complaint brought against the Customer by a third party claiming infringement of an intellectual property right relating to a Provision under the Contract, provided, however, that:

- the Customer immediately notifies OBS of this complaint in writing and sends all necessary information to that effect to OBS;
- OBS manages the defence for this complaint and has all powers to conduct the proceedings in question, compromise, negotiate, or otherwise resolve the said complaint;
- the Customer assists OBS, at its own expense, with the defence of this complaint; and
- the Customer does not make any allegation that could harm the defences raised by OBS.

15.6.3 OBS shall thus assume all costs related to the defence of the complaint as well as the amount of any settlement or any damages due pursuant to an enforceable court decision within the limit of the cap stipulated in the "Liability" article.

15.6.4 This warranty shall not apply in the event of a complaint arising from (i) any element, product, service, Software, equipment, or document of third parties (other than those provided by OBS); (ii) compliance by OBS with specifications, technical information, or instructions of the Customer; (iii) modifications made to the Provisions by the Customer or by a third party; (iv) or use of the Provisions by the Customer not consistent with its purpose, the technical specifications, the use conditions, the recommendations of OBS or of the Supplier, or the terms of the Contract.

## 16 – REVERSIBILITY

Unless otherwise provided in the Contract, the Parties agree that upon expiry of the Contract or in the event of termination of all or part thereof, regardless of the cause, OBS shall, if necessary, ensure the reversibility of the relevant Services for a maximum period of three (3) months consisting in the provision of technical information relating to the Services, provided that the requested information is not OBS know-how .

In case of Customer's request of any additional assistance, OBS may submit to the Customer a proposal specifying the conditions, particularly the financial conditions, of such additional assistance provision.

For its part, the Customer undertakes to provide all the assistance required to carry out the migration of the Services. The terms of the Contract shall continue to apply until the end of the Reversibility period, with the exception of the provisions relating to the service level agreements, where applicable.

## 17 – GENERAL PROVISIONS

### 17.1 Insurance

Each Party declares that it has taken out or undertakes to take out at its own expense and ensure the validity of suitable insurance policies to cover the risks likely to arise in fulfilment of the Contract.

Beyond the limits referred to in the "Liability" article, each Party shall waive and have its insurers waive any recourse against the other Party and its insurers.

### 17.2 Rules on the Control of Trade

The Parties, the Contract, and the activities covered by the Contract must comply with the restrictions, prohibitions, or licences and authorisations on trade and finance imposed by the laws and regulations of the US, the European Union and its Member States, and/or other countries concerned (hereinafter "Rules on the Control of Trade").

Each Party represents and warrants that neither itself nor any of its Affiliates has been or is subject to international trade sanctions or embargoes or included on a list maintained for the purpose of enforcing international trade sanctions or subject to suspension, revocation, or refusal of its import or export capacities or privileges.

If one of the Parties ceases to comply with the above representations and warranties at any time during the term of the Contract, it shall notify the other Party immediately. In such a case, or if it were necessary to comply with the Rules on the Control of Trade, the latter Party shall be entitled to suspend or terminate all or part of its obligations or the affected Provisions or to terminate the Contract itself.

### 17.3 Nullity

Should some terms of the Contract be inapplicable for any reason whatsoever, including on account of an applicable law or regulation, the Parties shall remain bound by the other terms of the Contract and shall endeavour to remedy the inapplicable clauses in the same spirit as that which presided at the time of the entry into the Contract.

### 17.4 Non-waiver

## OBS SA General Terms and Conditions

Should either Party not enforce one or more provisions of the Contract, this shall not imply, under any circumstances, that this Party waives the right to enforce them at a later date.

### 17.5 Force majeure

If an event of force majeure occurs, as defined in Article 1218 of the French Civil Code, the respective obligations of the Parties under the Contract shall be suspended during this period. The Parties expressly consider cases of force majeure to include, aside from those presenting the criteria prescribed by the law and the case-law of the French courts and tribunals, fires, storms, lightning, strikes, floods, earthquake, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of means of transport or supply, interruption of energy supply, computer viruses, electrical and electromagnetic phenomena that disrupt mobile networks, any legislative or regulatory restriction to the provision of a Service, and any decision of a public authority not attributable to OBS and preventing the provision of a Service, in particular those relating to trade imposed by a national or international body or authority, as well as any modifications thereof, and generally events that required the application of local or national plans to maintain the continuity of telecommunications services.

### 17.6 Sub-contracting

OBS shall be entitled to sub-contract all or part of the Provisions and shall remain liable to the Customer for the performance of the Contract.

### 17.7 Line management and discipline

The OBS staff shall perform the services under the full responsibility of OBS and shall remain under its authority, line management, and disciplinary authority at all times and in all circumstances. In its capacity as employer, OBS shall undertake all administration relating to its employees involved in carrying out the services provided for in the Contract, including payroll and social administration.

### 17.8 Transfer

**17.8.1** The Contract may be transferred by the Customer, in whole or in part, only with the prior written consent of OBS. If OBS refuses consent, it shall give reasons for its refusal. Its refusal may be justified in particular if the Customer wishes to transfer the Contract to an entity outside mainland France.

**17.8.2** In any event, no transfer may take effect without the balance of the Customer's account first being settled.

**17.8.3** With regard to the rights and obligations of OBS under the Contract, OBS may freely transfer all or part of the Contract to any of its Affiliate or take the place of any Affiliate as long as the Affiliate in question ensures all of these rights and obligations with regard to the Customer.

### 17.9 Notification

All notifications with respect to the Contract must be sent in writing (post, fax, or email) to the respective addresses indicated on the Order Form and/or in the Commercial Proposal.

### 17.10 Commercial reference

Unless OBS is notified otherwise when the original Contract is signed, OBS may use the Customer's name, logo(s), and/or distinctive signs, trademark, service marks, and other commercial designations for reference purposes within the context of communication media.

### 17.11 Proof agreement

The Parties agree to treat messages received by fax or email and more generally the electronic documents exchanged between them as original documentary evidence as defined by Article 1366 of the French Civil Code, i.e., having the same value as that given to the original. The Parties agree to retain faxes and emails in such a way that they may constitute reliable copies as defined by Article 1379 of the French Civil Code.

### 17.12 Applicable law – Assignment of jurisdiction

The Contract is governed by French law. Unless they can be resolved amicably, any difficulties relating to the validity, application, or interpretation of the Contract shall be brought before the Paris Commercial Court, to which the Parties assign territorial jurisdiction regardless of where the Contract is performed or the domicile of the defendant. This assignment of jurisdiction shall also apply in the event of emergency proceedings, third-party appeals or multiple respondents.

### 17.13 Applicable language

If all or part of the Contract is translated, it is expressly agreed that the French version shall prevail in the event of interpretation problems.

## END OF OBS SA GENERAL TERMS AND CONDITIONS