

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	ECM_9983
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House Tothill Street London SW1H 9NA
THE SUPPLIER:	Computacenter (UK) Ltd
SUPPLIER ADDRESS:	Hatfield Avenue Hatfield AL10 9TW
REGISTRATION NUMBER:	01584718
DUNS NUMBER:	22-602-3463
SID4GOV ID:	Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and the Call-Off Contract will commence on 19th April 2022.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 1 Hardware & Software, & Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Call-Off Schedules:
 - Call-Off Schedule 6 (ICT Services). For the purposes of this Call-Off Schedule 6 – ICT Services, Annex B and Annex C are attached as Annexes to this Order Form.
4. CCS Core Terms (version 3.0.6)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

There are no Special Terms incorporated into this Call-Off Contract:

CALL-OFF START DATE: 19/04/2022

CALL-OFF EXPIRY DATE: 18/08/2023

CALL-OFF INITIAL PERIOD: 16 months

CALL-OFF OPTIONAL EXTENSION PERIOD 12 months

CALL-OFF DELIVERABLES

[Redacted]

LOCATION FOR DELIVERY

Caxton House, Tothill Street, London, SW1H 9NA

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

DATES FOR DELIVERY OF THE DELIVERABLES

Call-Off commencement date is 19/04/2022.

Hardware will be ordered upon contract signature and will be delivered in line with the third party lead times.

Software licences will be activated upon deployment of hardware and will be active for a maximum period of 12 months.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £288,258.66 Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

Call-Off Charges are detailed in the attached quote (RM6068 Further Comp Thales 8026460_8 (002) and Call-Off Deliverable table above and are excluding VAT.

[Redacted]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

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REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

Electronic Invoices (attached to E-Mails) should be sent to:

APinvoices-DWP-U@gov.sscl.com

Invoicing.technology-csmt@dwp.gov.uk

Paper invoices should be sent to;

SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ

A copy should also be emailed to the Buyer Principle Contact:

integration.commercials@dwp.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Name: [Redacted]

Title: [Redacted]

Email: [Redacted]

Address: [Redacted]

BUYER'S CONTRACT MANAGER

Name: [Redacted]

Title: [Redacted]

Email: [Redacted]

Address: [Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY

Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [Redacted]

Title: [Redacted]

Email: [Redacted]

Address: [Redacted]

SUPPLIER'S CONTRACT MANAGER

Name: **[Redacted]**

Title: **[Redacted]**

Email: **[Redacted]**

Address: **[Redacted]**

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	19 April 2022	Date:	19 April 2022

ANNEX B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract

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Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

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WARRANTY Except as otherwise agreed by Thales under a separate written agreement, the Products are warranted as per the warranty conditions set forth under the Thales Limited Warranty located at <https://www.thalessecurity.com/aboutus/legal> which is hereby incorporated by reference to this EULA. 10) GENERAL INDEMNIFICATION a. Each party shall defend and indemnify the other against any third-party claim for personal bodily injury, including death, to the extent the injury has been caused by the indemnifying party's gross negligence or wilful misconduct. b. Licensee shall indemnify, defend and hold Thales and its officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Thales arising out of any third-party claim relating to, arising out of or resulting from, whether based in contract or tort (including strict liability) any: (i) material breach of any of Licensee's obligations under Sections 2, 3, 4 and 8 of this EULA; (ii) use of the Products contrary to the Documentation; (iii) Licensee's failure to comply with any applicable laws, regulations, or codes in the performance of its obligations under this February 2020 Page 8 Copyright © 2020 Thales All Rights Reserved. EULA, including without limitation, any export control laws; and (iv) negligent acts or omissions of Licensee, including reckless or wilful misconduct in connection with the performance of its obligations under this EULA. c. The obligation of each party to indemnify the other pursuant to this Section 10 shall survive the expiration or termination of this Agreement. 11)

INTELLECTUAL PROPERTY INDEMNIFICATION a. Subject to Section 12 (Limitation of Liability), Thales will defend at its own expense, or at its option, settle any action brought by a third party against Licensee to the extent that it is based upon a claim that a Thales

provided Product infringes a valid Canada, United States, European Union, Hong Kong or United Kingdom patent or copyright that are in effect as of the Effective Date, or misappropriates a third party's trade secret ("IP Claim"). Subject to Section 12 (Limitation of Liability), Thales will pay direct costs and direct monetary damages finally awarded against Licensee with respect to any such IP Claim, which are directly and solely attributable to such IP claim (the "IP Indemnity"). b. The IP Indemnity is subject to and limited by: (i) Licensee providing prompt notification in writing to Thales of any such action; (ii) Thales having sole control of the defense and all negotiations for settlement of such action; (iii) Licensee providing all available information, reasonable assistance and authority to enable Thales to defend, negotiate and settle such action; and (iv) Licensee not making any admission or taking any other action that could prejudice the defense or settlement of the IP Claim. c. Sole and exclusive remedy. Should such Products become, or in Thales' opinion, be likely to become the subject of an IP Claim or the use thereof become restricted by a court awarded injunction, Thales shall, at Thales' sole option and expense, either: (i) procure for Licensee the right to continue using such Products by license or release from claim of violation, infringement or misappropriation; (ii) modify such Products so that they are functionally equivalent but are no longer subject to an IP Claim; (iii) replace the Product with equally suitable substitute Product free from the IP Claim. If the foregoing options are not practical or available on commercially reasonable terms and conditions, as determined by Thales in its sole judgment, Thales may require the return of the Products and upon such return refund to Licensee the purchase price for the impacted Product based on a five (5) year straight line depreciation schedule, with such depreciation schedule to be deemed to have commenced on the applicable Product delivery date. d. Exceptions to Thales' indemnity. Thales shall have no liability to the Licensee under this IP Indemnity with respect to any IP Claim which is based upon or arises from: (i) Thales' compliance with any design, technical information, instructions or specifications furnished by the Licensee; (ii) the combination or utilization of Products furnished hereunder with products or services not provided by Thales, if the infringement would not have occurred in the absence of such combination; (iii) the modification of the Products furnished hereunder other than by Thales or its agents, servants or subcontractors; or (iv) the use of the Products contrary to the Documentation; (v) the use of the Products in a country other than the country of ultimate destination of the Product; (vi) the issuance, operation or use of the Products for the benefit of any third party other than the Licensee; and (vii) Licensee's continuing the allegedly infringing activity or using allegedly infringing versions of the Products, or any portion or component thereof, after (x) being notified thereof, and (y) being provided at no cost to Licensee, modifications to the Product that would have avoided the alleged infringement without significant loss of performance, functionality, or compatibility. e. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION OF THALES AND ITS LICENSORS AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY CLAIM OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS INFRINGEMENT BY THE PRODUCTS, ANY SERVICE, ANY PART THEREOF OR THE USE THEREOF, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND INDEMNITIES WITH RESPECT THERETO. NOTWITHSTANDING THE FOREGOING, ALL OPEN SOURCE SOFTWARE OR FREWARE INCLUDED WITH THE PRODUCT IS PROVIDED WITHOUT ANY RIGHTS TO INDEMNIFICATION. IN NO EVENT SHALL THALES BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR LOST PROFITS UNDER THIS SECTION 11, REGARDLESS February 2020 Page 9 Copyright © 2020 Thales All Rights Reserved. OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of this section 11 shall survive the expiration or termination of this EULA. 12) LIMITATION OF

LIABILITY EXCEPT FOR CLAIMS INVOLVING BREACH OF THE CONFIDENTIALITY OBLIGATIONS (SECTION 8), AND CLAIMS FOR PERSONAL INJURY OR DEATH TO THE EXTENT CAUSED BY THALES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW, THALES' AGGREGATE LIABILITY IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THIS EULA OR THE USE OF THE PRODUCTS SHALL NOT EXCEED THE LESSER OF: (i) LICENSEE'S ACTUAL DIRECT DAMAGES; OR (ii) THE AMOUNTS PAID BY LICENSEE FOR THE PURCHASE OF THE PRODUCT GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM FIRST AROSE. THIS LIMIT, WHICH INCLUDES ALL COSTS AND FEES ARISING OUT OF ANY SUCH CLAIM, SHALL APPLY TO ANY AND ALL CLAIMS REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE BASED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THALES (NOR THALES' LICENSORS OR AUTHORIZED PARTNERS) BE LIABLE UNDER THIS EULA FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF OPPORTUNITIES, LOSS OF USE OF THE PRODUCT, OR COST OF COVER OR COST OF SUBSTITUTE PRODUCTS, WHICH ARISE OUT OF THALES' PERFORMANCE, NON-PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION CONTAINED IN THIS EULA OR WITH USE, OR INABILITY TO USE, PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE BASED, EVEN IF THALES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS EULA OR IN THE LIMITED WARRANTY AND WILL APPLY EVEN IF THE LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. IN ADDITION, THALES WILL HAVE NO LIABILITY TO LICENSEE UNDER THIS EULA, IF LICENSEE NEGLECTS TO INSTALL WITHIN A REASONABLE TIME PERIOD ANY FAILURE CORRECTION SOFTWARE DELIVERED TO LICENSEE, OR ANY UPDATE OR RELEASE OF THE SOFTWARE MADE GENERALLY AVAILABLE AFTER THE EFFECTIVE DATE THAT WOULD HAVE AVOIDED OR MITIGATED THE CLAIM.

13) PERSONAL DATA a. It is the understanding of the Parties, and a condition of this EULA, that Thales will not require access to nor process any Personal Data to perform its obligations under this EULA and Licensee shall take appropriate precautions to prevent such access by Thales or its personnel (including authorized subcontractors and agents). For the avoidance of doubt, the parties do not intend for Thales to be a Data Processor on behalf of Licensee within the meaning of the GDPR. b. Notwithstanding the foregoing, Thales' Privacy Notice shall apply to any Personal Data that Licensee may provide to Thales in connection with the purposes described therein. A copy of the Thales Privacy Notice can be found at <https://www.thalessecurity.com/privacy-policy>

14) COMPLIANCE WITH LAWS a. Licensee shall be solely responsible for and shall comply with all applicable laws, ordinances, rules and regulations imposed by any country or subdivision thereof applicable in connection with Licensee's performance under this EULA, including but not limited to laws and regulations applicable to: (i) the import and export of the Products; (ii) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery; (iii) the use of deceptive or misleading practices; or (iv) the privacy of users of personally identifiable information and the collection, storage, transfer and any other processing of any personally identifiable information collected or used by Licensee in any manner or maintained by third parties having authorized access to such information. b. Licensee shall obtain any and all permits, licenses, authorizations and/or certificates that may be required in any jurisdiction or by any

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regulatory or administrative agency in connection with the conduct of its business and the distribution or sale of the Products. c. In addition to any other indemnity under this EULA, Licensee shall indemnify and hold Thales harmless from and against any and all claims, damages and liabilities asserted by any person or entity against Thales in connection with any acts or omissions of Licensee's or third parties acting on Licensee's behalf which constitute a breach of this Section 14. Licensee's indemnification under this Section 14 shall include the payment of all reasonable attorneys' fees and other costs incurred by Thales or its Affiliates. This provision shall survive any termination or expiration of this EULA. 15) TERM AND TERMINATION a. Unless sooner terminated in accordance with other provisions of this EULA, this EULA and the license granted hereunder and any related SOW (if applicable) shall remain in effect for the term set forth on the Order Acknowledgment or until terminated as set forth herein (the "Term"). b. Either party may terminate this EULA if: (i) the other party is notified in writing that it is in material breach of any material obligation under this EULA; and (ii) such other party fails to remedy such breach within thirty (30) days following receipt of written notice specifying the default or ten (15) days following such notice if the breach is a failure by Licensee to pay any fees required. c. Thales may terminate this EULA if: (i) Licensee fails to make any payment when due; (ii) Licensee files or has filed against it a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, or is adjudicated bankrupt (ii) Licensee makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property. d. In the event of termination of this EULA for a material breach by Licensee and in addition to all other rights and obligations each party may have under this EULA: (i) the rights and licenses granted to the Products pursuant to this EULA shall automatically terminate; and (ii) Licensee shall, within thirty (30) days, ship to Thales or destroy (including purging from any system or storage media) all items in its possession proprietary to Thales, including but not limited to all Products, and upon request by Thales, an authorized representative of Licensee shall certify in writing to Thales that the Products and other Confidential Information of Thales have been returned to Thales or destroyed. e. Upon expiration or termination of this EULA for any other reason, the License granted hereunder for any term license shall terminate and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination. Each party shall: (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause. February 2020 Page 11 Copyright © 2020 Thales All Rights Reserved. 16) GOVERNING LAW AND DISPUTE RESOLUTION This Agreement shall be governed by and construed in accordance with the table below without regard to the application of conflicts of laws principles, and each party irrevocably submits to the specified jurisdiction. Licensee Country Thales Contracting Entity Governing Law Forum for Disputes Austria, Germany, Switzerland THALES DIS CPL DEUTSCHLAND GMBH German Law Munich Tribunal United Kingdom THALES DIS CPL UK LIMITED English Law Courts of London Rest of the EMEA countries THALES DIS TECHNOLOGIES BV English Law Courts of London Israel THALES DIS ISREAL LTD Laws of England & Wales Courts of London Australia & New Zealand THALES DIS CPL AUSTRALIA PTY LTD Laws of New South Wales Courts in Sydney, Australia Japan THALES DIS JAPAN KK Laws of Japan Courts in Tokyo, Japan India SAFENET INDIA PRIVATE LIMITED Laws of India Courts in New Delhi, India United States of America and the Caribbean Thales DIS CPL USA, Inc. Laws of Texas (USA) Courts of Travis County, TX Brazil THALES DIS BRASIL CARTÕES E SOLUÇÕES TECNOLÓGICAS LTDA Laws of

Brazil Courts in São Paulo, Brazil Canada THALES DIS CPL CANADA, INC. Laws of the Province of Ontario Courts of the Province of Ontario Mexico & Rest of the LATAM countries (except as noted) THALES DIS MEXICO SA DE CV Laws of Mexico Courts in Mexico City Hong Kong, China and the rest of Asia (except as noted) THALES DIS CPL HONG KONG LIMITED Laws of Hong Kong Courts in Hong Kong 17) FORCE MAJEURE Thales shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by any circumstances not within Thales' reasonable control including, without limitation: acts of God, fire, explosion, flood, storm, terrorist attack, civil war, commotion or riots, war (or threat of war), imposition of sanctions, embargoes or acts of government (including without limitation failure or delay to obtain export licenses), labor disputes, failure or delay of transportation, vendors or subcontractors, Thales inability to enter Licensee's premises to fulfill its obligations under this EULA when applicable, or any other similar cause or causes beyond the reasonable control of Thales. Time of performance of Thales' obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences. 18) NOTIFICATIONS All notices, requests and demands, and other communications required or permitted under this EULA shall be in writing and shall be given: (a) by personal delivery to a party; or (b) by an internationally recognized overnight courier service offering guaranteed overnight delivery. Notice shall be effective upon receipt. All such communications shall be sent to the Licensee at the address for Licensee stated in the Order Acknowledgment, and in the case of Thales shall be addressed as follows: Thales DIS CPL, Attn: VP Legal, 9442 Capital of Texas Highway North, Suite 400, Austin, Texas 78759 U.S.A with a copy to legalcontracts.cpl-americas@thalesgroup.com. Either party may hereafter change its address for notice purposes by notice given to the other in accordance with the provisions of this paragraph. February 2020 Page 12 Copyright © 2020 Thales All Rights Reserved. 19) ELLIPTIC CURVE CRYPTOGRAPHY ACTIVATION If Licensee elects to purchase any Product containing elliptic curve cryptography software ("ECC"), it agrees that its use of ECC is limited to storing cryptographic keys and the performance of cryptographic operations in a hardware environment together with the management and issuance of digital certificates by a registration authority or certificate authority provided such certificates are either: (a) solely for the internal use of the registration authority; or (b) solely for the internal use of an enterprise that is hosted by a registration authority or certificate authority. No right or license is provided or granted to use ECC as part of a third party service provider for the purpose of acting as a commercial registration authority or certificate authority as part of a commercial service offered by an enterprise, either as a vendor of digital certificates or in the provisioning of certificates for use in a commercial service. 20) STANDARD PRODUCTS All Products shall be Thales' standard Products. Unless specifically stated in a separate written agreement between Thales and Licensee, Thales shall have no obligation to create special or customized versions of any Product, or to ensure that the Products operate with Licensee's equipment, software, or systems. Thales reserves the right, without prior approval from or notice to Licensee, to make changes to any Product: (i) to meet published Documentation; (ii) that do not adversely affect the performance of the Product such that the functionality or performance is less than that specified in the published Documentation; or (iii) when required for purposes of safety. Thales also reserves the right to make changes to any Product without any obligation to make the same changes to Products previously ordered by or licensed to Licensee. 21) MISCELLANEOUS a. Assignment. Licensee may not assign this EULA or any of its right hereunder without the prior written consent of Thales. Any attempt by the Licensee to assign any rights, duties or obligations, which arise under this EULA without such permission shall be void. Thales may assign this EULA and its rights hereunder or delegate its obligations in whole or in any part, upon thirty (30) days prior written notice to Licensee. b. No Waiver. Any waiver or forbearance shall be valid only if in

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writing. No waiver by a party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of one party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by such party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. c. Limitation of Time. No action, regardless of form, which arises from or is related in any way whatsoever to this EULA may be commenced more than eighteen (18) months after such cause of action accrues, except that an action for nonpayment may be brought at any time within the governing statute of limitations. d. Severability. If any provision or provisions of this EULA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided such provisions still express the intent of the parties. If the intent of the parties cannot be preserved, the EULA shall either be renegotiated or rendered null and void. e. Modifications. Any modifications to this EULA must be in writing and signed by a proper and duly authorized representative of the party to be bound thereby. f. Non-exclusive remedies. No remedy conferred by this EULA is intended to be exclusive of any remedy, except as expressly provided, and each and every remedy shall be cumulative and in addition to every other remedy given under this EULA or now or in the future existing in law or in equity or by statute or otherwise. g. Right of Third Parties. This EULA is not made for the benefit of, nor shall any of its provisions be enforceable by any person other than the parties to this Agreement and their respective successors and permitted assignees. h. Entire Agreement. This EULA represents the entire agreement between the parties in relation to the subject matter contained herein and supersedes any previous agreement whether written or oral between the parties in relation to that subject matter. Accordingly, all other conditions, representations and warranties which would otherwise be implied (by law or otherwise) shall not form a part of this EULA.

ANNEX C

Software Support & Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

UNLESS A SEPARATE WRITTEN AGREEMENT IS CURRENTLY IN FORCE BETWEEN YOU AND THALES WITH RESPECT TO THE SUBJECT MATTER SET FORTH HEREIN, THESE SUPPORT TERMS APPLY TO SUPPORT AND MAINTENANCE SERVICES FOR THALES CLOUD PROTECTION & LICENSING OFFERINGS PURCHASED BY PURCHASER EITHER DIRECTLY OR THROUGH AN AUTHORIZED PARTNER. THESE SUPPORT TERMS SUPPLEMENT THE GENERAL TERMS AND CONDITIONS. ANY TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE GENERAL TERMS AND CONDITIONS. THALES SHALL NOT BE BOUND BY ANY TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SET FORTH IN THESE SUPPORT TERMS THAT MAY APPEAR IN ANY ORDER OR IN ANY OTHER COMMUNICATION.

GENERAL

1) DEFINITIONS

"General Terms and Conditions" mean the Product Sales terms located at:

<https://cpl.thalesgroup.com/legal>.

"Failures" means any reproducible defect in the Software or Hardware that causes the Software or

Hardware to fail to perform substantially in accordance with the Documentation.

"Support Help Center" means the Thales Technical Support Help Center that can be accessed as

described in the Welcome Pack.

"Support Level" means the description for the particular level of Support referred to in the Order

Acknowledgement that Thales has agreed to make available to Purchaser.

"Support Period" means the effective time period for which Purchaser has purchased Support that is

confirmed by Thales in an Order Acknowledgement.

"Welcome Pack" means the guide to using Thales technical support services located at

https://supportportal.thalesgroup.com/csm?sys_kb_id=1d2bac074f13f340102400818110c7d9&id=kb_arti

[icle_view&sysparm_rank=1&sysparm_tsqueryId=67ea71c6db16145080b23452399619c1&sysparm_arti](https://supportportal.thalesgroup.com/csm?sys_kb_id=1d2bac074f13f340102400818110c7d9&id=kb_article_view&sysparm_rank=1&sysparm_tsqueryId=67ea71c6db16145080b23452399619c1&sysparm_article=KB0019882)

[cle=KB0019882](https://supportportal.thalesgroup.com/csm?sys_kb_id=1d2bac074f13f340102400818110c7d9&id=kb_article_view&sysparm_rank=1&sysparm_tsqueryId=67ea71c6db16145080b23452399619c1&sysparm_article=KB0019882) which may be updated from time to time by Thales in its sole discretion.

2) PROVISION OF SUPPORT SERVICES

Subject to Purchaser or Authorized Partner's timely payment of all fees owed to Thales, as applicable,

Thales will provide Support Services to Purchaser during the Support Period and at the Support Level

purchased and confirmed by Thales in an Order Acknowledgment.

3) SUPPORT PERIOD, EXPIRED SUPPORT SERVICES AND SUPPORT SERVICES RENEWAL

a. The Support Period shall commence and end as of the dates set forth in the Order Acknowledgement.

b. In the event of termination of Support Services, Purchaser shall not be entitled to any refund for any unused portion of the fees or charges paid for Support Services.

c. In the event Support Services expire or are otherwise terminated (i) any reinstatement of Support Services shall be purchased to cover the lapsed Support Services since expiration or cancelation, and must be renewed until the Support Services is current; and (ii) a reinstatement fee of 20% of the list price shall be charged by Thales to Purchaser or the Authorized Partner. In addition, Purchaser shall warrant that as of the date of the Order for renewal that (to the best of its knowledge) all Products to which the Support Services apply are functioning correctly.

4) SUPPORTED VERSIONS AND END OF LIFE

a. Unless otherwise specified by Thales, the provision of Support Services is limited to (a) the current version and (b) the immediately preceding version of the Product. The Thales product-specific lifecycle policy and information defining currently supported versions is available upon request from Thales TechnicalSupport.

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b. Thales will use commercially reasonable efforts to meet the response times in the Welcome Pack and herein. Access to the Support Help Center, e-mail or phone lines for the provision of Support Services may be suspended for brief periods due to scheduled maintenance and other factors.

5) SUPPORT SERVICES

The available Support Levels and options and the Return Material Authorization policy are set forth in the Welcome Pack. Thales' provision of Support Services is further subject to the information and disclaimers set forth the Thales product-specific lifecycle policy, available upon request from Thales Technical Support.

During the Support Period, Thales will provide the following Support Services to Purchaser in relation to

Software:

(i) Commercially reasonable efforts to investigate and resolve Failures reported by Purchaser and confirmed by Thales in accordance with the priority level assigned to the Failure by Thales in its

reasonable discretion. Purchaser agrees that Thales may determine in its sole discretion that the only resolution may be upgrading to the most recent version of Thales' Hardware or Software.

(ii) Updating the Documentation as and when necessary.

(iii) The provision of generally available maintenance Software and Software release notes.

(iv) The provision, free of charge, during the Support Period, of generally available maintenance updates to the supported versions of the Software as and when available, in accordance with the Support Level purchased.

Purchaser shall promptly download, distribute and install all Software maintenance updates as released by

Thales during the Support Period. Purchaser acknowledges that any failure to do so could result in

Purchaser's inability to receive Support Services. Certain updates may require a Hardware upgrade to

function properly. Thales reserves the right to address support requirements in the future by migrating

this product to a "form, fit, function" next-generation equivalent. ProtectFile and ProtectV are excluded

from any term or maintenance agreements longer than 3 years.

6) EXCLUSIONS AND DISCLAIMERS

a. CONDITIONS VOIDING SUPPORT SERVICES

For the avoidance of doubt, Thales will have no obligation to provide Support Services for any conditions attributable to:

i) use of the Products other than authorized by Thales or in accordance with Thales' official specifications

as found in the Documentation;

ii) any accident, Act of Nature, unusual physical, electrical or electromagnetic stress, or by any other

cause external to the Product or otherwise beyond Thales' reasonable control, neglect, misuse, fault

or negligence of Purchaser, its employees, agents, contractors or visitors, operator error, or any other

third party;

iii) modifications, alteration or repairs made to the Product by a party other than Thales or a party

authorized by Thales;

iv) failure by Purchaser to provide a suitable environment and operating conditions;

v) any customizable deliverables created by Thales or third-party service providers specifically for

Purchaser as part of professional services;

vi) installation, operation or maintenance of the Products not in accordance with the instructions supplied

by Thales, including but not limited to, installation, operation or maintenance of the Products on any

hardware, operating system or tools (including their specific configurations) that are not compatible

with the Products, as made available by Thales;

vii) use of the Software or Hardware with other hardware, software or telecommunication interfaces other

than those supplied or approved by Thales or not meeting or not maintained in accordance with

Thales' specifications as described in the Documentation, unless Thales has specifically agreed in

writing to include such modifications within the scope of the Support Services; or

viii) power, air conditioning or humidity controls, or to failures of storage media not furnished by Thales or

for consumable operating supplies or accessories

b. OTHER EXCLUSIONS

In addition, Thales shall have no obligation to:

i) create or modify custom business roles or reports, or support custom modification to databases, active

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server pages or other code, components or programs;

ii) supply personnel to Purchaser's premises;

iii) provide software development or coding assistance or use of software developer tool kits to create or

develop applications;

iv) pay or reimburse Purchaser for expenses relating to the import or export of Products, including custom

clearances, inspection certificates, applications and license fees. Thales further disclaims any liability

for delays resulting from an action by a government agency or from its failure to take timely action;

v) products in which the serial number, warranty data or quality assurance decals have been altered or

removed; or

vi) repair pre-existing defects in Products that are out of warranty.

c. ADDITIONAL COSTS

To the extent Thales reasonably determines that a Failure is caused by any condition that is not covered by

Support Services pursuant hereto, Thales may charge Purchaser Thales' then current hourly fees and costs

associated with diagnosing and repairing such Failure.

7) PURCHASER OBLIGATIONS

The Purchaser shall:

i) promptly report any identified Failure to Thales by logging in the Support Help Center and submitting

a request as described in the Welcome Pack, documenting it in sufficient detail for Thales to be able

to recreate the Failure;

ii) use the Product in accordance with the Documentation and promptly and regularly carry out all

operator maintenance routines as and where specified;

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iii) use with the Product operating supplies and media which comply with Thales' recommendations;

iv) permit only Thales or Thales' approved agents to adjust, repair, modify, maintain or enhance the hardware or software, save for any operator maintenance specified for Hardware;

v) keep adequate back-up copies of the Product software, data, databases and application programs in accordance with best computing practice. Purchaser agrees that it is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs;

vi) consistently maintain the environmental conditions recommended by Thales;

vii) permit the Products to be used or operated only by properly qualified operators in the employ of or under Purchaser's control;

viii) install and implement all solutions, corrections, and new releases in accordance with Thales' installation instructions. Purchaser acknowledges that failure to install such solutions, corrections, new releases may cause the Software to become unusable or non-conforming and may cause subsequent Failure corrections and updates to be unusable, including, without limitation, any updates provided pursuant hereto. Thales shall accept no liability for the performance of the Software in respect of Software that has not been installed in accordance with Thales' installation instructions.

8) ON-SITE WORK

Any provision by Thales of support and maintenance services on Purchaser's premises are not included hereunder and shall be subject to a separate professional services agreement or statement of work.

9) NON-SOLICITATION

The Purchaser undertakes during the term of the Support Period and for one year after its termination not to solicit, hire, employ or offer employment, directly or indirectly through its affiliates, to any of Thales' employees who has been engaged in providing Support Services pursuant hereto without Thales' prior written consent; provided, however, that nothing herein shall preclude the hiring of any such individual who

(i) responds to general solicitation of employment through an advertisement not directed at such employees of Thales; (ii) contacts Purchaser on his or her own initiative and without any direct solicitation by Purchaser;

(iii) has terminated employment with Thales prior to commencement of solicitation of such employee by Purchaser. This Section does not apply where explicitly prohibited by local law and/or regulation.

10) PERSONAL DATA

Thales may process basic contact information from select Purchaser representatives when providing

Support Services pursuant hereto. The processing of personal data is subject to Thales' Privacy Notice

located at <https://www.thalesgroup.com/en/privacy-notice> ("Privacy Notice").

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11) SYSTEMS AND SECURITY OBLIGATIONS

a. Thales employs security measures in accordance with its privacy and security policy ("Privacy and Security Policy") as amended from time to time, a current copy of which is available on request.

b. Thales' helpdesk system may use a third party cloud solution. By using the Support Services, Purchaser authorizes Thales to store Purchaser's emails and any attached files within the helpdesk in the cloud.

Thales will follow the Privacy and Security Policy with respect to this information.

c. Telephone calls made to, or received from, Thales' support team may be recorded for training or analysis

purposes. In addition to the information supplied by Purchaser during a support incident, and to enable

operation of the Support Services, Thales will record limited information about end users and other

companies using the Support Services. This includes:

- o Contact email addresses

- o Contact telephone numbers

- o Business addresses

- o Product serial numbers affected.

12) PURCHASER CONTROL AND RESPONSIBILITY

The Purchaser has and will retain sole responsibility for:

a. all information, instructions and materials provided by or on behalf of Purchaser or any authorized user in

connection with the Support Services;

b. Purchaser's information technology infrastructure, including computers, software, databases, electronic

systems (including database management systems) and networks, whether operated directly by Purchaser

or through the use of third-party services ("Purchaser Systems");

c. the security and use of Purchaser's and its authorized users' access credentials; and

d. all access to and use of the Support Services and Products directly or indirectly by or through Purchaser

Systems or its or its authorized users' access credentials, with or without

Purchaser's knowledge or

consent, including all results obtained from, and all conclusions, decisions and

actions based on, such

access or use.

13) DISCLAIMER OF WARRANTIES

a. THALES WARRANTS THAT SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND

WORKMANLIKE MANNER. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THALES EXCEED THE FEES PAID BY PURCHASER FOR SUPPORT SERVICES IN THE 12 MONTHS PRECEDING THE DATE OF THE CLAIM. FOR PURPOSES OF THIS SECTION, A "CLAIM" SHALL MEAN, COLLECTIVELY ALL CAUSES OF ACTION, DAMAGES, CLAIMS OR DISPUTES OR SIMILAR REQUESTS FOR COMPENSATION THAT ARE RELATED TO OR ARISE FROM THIS AGREEMENT AND FROM A PARTICULAR EVENT, ACT, OMISSION, FAILURE OR ROOT CAUSE. THALES SHALL ONLY HAVE LIABILITY FOR SUCH BREACHES OF WARRANTY IF PURCHASER PROVIDES WRITTEN NOTICE OF THE BREACH TO THALES WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE SUPPORT SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF PURCHASER PURCHASES SUPPORT SERVICES AND MAINTENANCE SERVICES THROUGH AN AUTHORIZED PARTNER, THALES SHALL HAVE NO DIRECT LIABILITY TO PURCHASER FOR ANY DAMAGES WHATSOEVER AND SHALL NOT BE REQUIRED TO INDEMNIFY PURCHASER FOR ANY THIRD PARTY CLAIMS, INCLUDING, BUT NOT LIMITED TO, THOSE SET FORTH IN THIS SECTION.

b. THIS WARRANTY IS PURCHASER'S EXCLUSIVE WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THALES DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED BY CUSTOM, TRADE USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL

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IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY IS GIVEN THAT FAILURES (AS DEFINED HEREIN) WILL BE FIXED OR FIXED WITHIN A SPECIFIED PERIOD OF TIME.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THALES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, OR FOR ANY LOSS OF GOODWILL, LOST PROFITS, LOSS OF BUSINESS OR LOST OPPORTUNITIES IN ANY WAY RELATING TO PROVIDING SUPPORT SERVICES, EVEN IF

THALES HAS BEEN NOTIFIED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

14) ANTI-CORRUPTION AND INFLUENCE PEDDLING

a. The Parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling [where the Third Party is subject to the Sapin II Law], and in particular French law No. 2016-1691 of 9 December 2016 on transparency, anticorruption and the modernisation of the economy (the "Sapin II Law"). Whether directly or via third parties, neither Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favourable decision. Neither Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favourable decision. Each of the Parties declares that it has implemented a compliance program that meets the requirements of the Sapin II Law, insofar as it is subject to it.

15) FORCE MAJEURE

a. Thales shall not be considered in default of performance of its obligations under the Agreement if performance of such obligations is prevented or delayed by any circumstances not within Thales' reasonable control including, without limitation: acts of God, fire, explosion, flood, storm, terrorist attack, civil war, commotion or riots, war (or threat of war), imposition of sanctions, embargoes or acts of government (including without limitation failure or delay to obtain export licenses), pandemic, labor disputes, failure or delay of transportation, vendors or subcontractors, Thales' inability to enter Customer's premises to fulfill its obligations under the Agreement when applicable, or any other similar cause or causes beyond the reasonable control of Thales. Time of performance of Thales' obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

16) ENTIRE AGREEMENT

a. These Support Terms constitute the entire agreement between the parties with respect to the maintenance

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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and support services and supersede and extinguish all previous agreements, promises, conditions, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, covenant, condition or warranty (whether express or implied, made innocently or negligently) that is not expressly set out in these Support Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Support Terms. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation. These Support Terms shall NOT be varied except with both Parties' written consent.

b. If the services required by Purchaser are special services such as installation, commissioning, training, development or management services, any additional terms of Thales applicable to such services will apply except that in the event of any conflict these conditions shall prevail.