

General Conditions of Purchase Software

These General Conditions of Purchase ("GCP") apply to any order issued by EQUANS France as of 01/01/2025. As such, they replace the Customer's previous general terms and conditions of purchase. The issue of any order follows negotiations between the parties based on the Supplier's general terms and conditions of sale where they exist and it has been mutually agreed to apply these GCP to simplify the contractual process, subject to any adjustments agreed between the parties.

1. Scope and validity – General statements

1.1 Scope and validity

These General Conditions of Purchase ("GCP") apply to any order (the "Order") issued by Axima Concept S.A. and/or Ineo S.A. and/or Bouygues Energies et Services and/or one of their respective subsidiaries within the meaning of Article L233-3 of the French Commercial Code as set forth at the top of the Order, referred to individually or collectively as "Equans France" or any other company in the Equans group which expressly refers to these GCP (here below referred to as the "Customer"), for the supply of software ("Software") as defined in each order or contract referencing the GCP (interchangeably "the Order"). The purpose of the GCP is to set out the general obligations and respective responsibilities of the Supplier, defined as the recipient of the Order ("the Supplier"), and the Customer in the context of their contractual relationship relating to the Supply, hereinafter jointly referred to as the "Parties" or separately as the "Party". The GCP shall apply without prejudice to any derogatory conditions negotiated and expressly accepted by the Parties, which shall then prevail over the GCP.

Any modification to a validly established Order must be expressly agreed upon by the Parties. The Customer reserves the right to make any changes to the Order that prove necessary, even during its fulfilment. In such cases, within no more than eight (8) calendar days from the date when the notice of the Order modification is given, the Supplier must notify the Customer of any consequences of such modification about the price and deadlines. The Customer shall give written consent to such consequences if the initially established terms and conditions are modified. Any formal notice related to the Order must be sent to the other Party by registered letter with acknowledgement of receipt.

1.2 General Information

The Customer and the Supplier are autonomous and independent, each acting in their own interest and responsible for their own commitments, employees, suppliers and service providers. The Supplier shall not make any commitments on behalf of the Customer without its prior written consent. There shall be no joint liability between the Customer and the Supplier, or between the Customer and its affiliated companies.

The Order itself grants no exclusivity for the benefit of either Party.

The Supplier shall immediately inform the Customer of any risk of economic dependence. The Parties agree that this obligation to inform is essential to enable the Parties to maintain a balanced relationship.

The Supply must be provided in compliance with the obligations set forth in all the contractual documents referenced in the Order, and in compliance with regulations, standard business practices, and standards and norms in force.

2. Placing the Order

The Order must be set forth in a formal writing from the Customer, which may be a purchase order and/or special terms and conditions and/or a contract, whether in electronic or paper format.

Orders placed verbally are valid if confirmed in writing.

Each Order placed must be accepted by the Supplier within a maximum of five (5) days from the date it is sent, failing which the Order may be (i) cancelled by the Customer without any obligation to justify itself and without compensation, or (ii) where applicable, treated as having been accepted by the Supplier (in the case of electronic Orders, receipt by e-mail is permitted). Acceptance of an Order or commencement of performance of an Order by Supplier shall be deemed acceptance by Supplier of such Order and the specific terms and conditions contained in the Purchase Order. If Supplier accepts the Order with reservations, it shall notify Customer within five (5) days of receipt of the Order in a separate written document. In such an event, the Customer shall no longer be bound by the Order unless it confirms in writing its acceptance of such changes.

Exchange of Documents between Supplier and Customer

The Electronic Order is to be preferred by the Parties. Each document transmitted between the Supplier and the Customer must include information that enables identification of the issuer, and information intended to identify its content. The e-mail addresses to be used by each Party are specified. The Parties agree that the e-mail addresses are sufficient to identify the sender of electronic documents and authenticate their origin.

Agreement of proof

The Parties agree to consider the documents transmitted electronically to be original documents, fully binding upon them. Consequently, the Parties intend to attribute to these documents a probatory value, subject to the respect of the contractual stipulations. The Parties agree to give their documents exchanged

in electronic form the evidential value granted by law to documents written on paper. The Parties undertake to ensure that the content of their documents complies with the obligations, in particular formal obligations, arising from the laws, regulations and practices of commerce. In any event, except in the case of established failure or corruption of their computer systems, the parties expressly waive the right to invoke the nullity or unenforceability of their transactions on the grounds that they have been carried out through electronic or telecommunication systems.

Archiving data

The Parties shall be personally responsible for archiving issued and received documents for their own tax and accounting purposes.

Security

Each Party is responsible for selecting, implementing and applying security resources, tools and procedures to protect its performance and data against the risk of unauthorised access, loss, alteration or destruction. Each Party is responsible for implementing the necessary tests to protect and monitor its own security resources, tools and procedures.

3. Price; invoicing and payment procedures

Unless otherwise specified in writing in the Order, prices are firm and non-revisable and are inclusive of all costs, including transportation, packing, unloading, insurance, taxes, charges and fees, but excluding VAT. In addition, the parties expressly exclude the application of Article 1195 of the French Civil Code, and each Party shall bear the consequences of any unforeseen circumstances.

3.1 Invoicing: Invoices issued after each delivery or Acceptance shall set forth the legal notices and notices requested by the Customer, including the full Order number and code and the Supplier's intra-Community identification number, and shall be sent to the invoicing address indicated by the Customer, along with any supporting information confirming the Acceptance of the Order. Note that pursuant to Article 242 sub-paragraph 9 A of the French General Tax Code, the issue date of the invoice constitutes a mandatory statutory notice, and therefore must be accurate and correspond to the actual date the invoice was sent to the recipient. In addition, sending an invoice after the date indicated is a source of error and compromises its correct processing. Accordingly, any invoice with a difference greater than 7 calendar days between the date appearing on the invoice and the date it is received shall be returned to the Supplier for correction of its issue date. Payment shall only be made after the corrected invoice is received, at expiry of the deadline set forth in the purchase Order.

The Supplier is obliged to issue its invoice as soon as the sale or services, and more specifically the Order have been performed, and expressly agrees to do so, as these terms and conditions constituting a request for invoicing as soon as the sale or services, and more specifically the Order, have been performed.

3.2 Payment in the event of an Order by Axima Concept SA and/or Ineo SA and one of their subsidiaries within the meaning of article L233-3 of the French Commercial Code: Unless otherwise stipulated in the Application Contract and/or Order form and subject to the application of Title II of Law no. 75-1334 of 31 December 1975, invoices shall be paid within forty-five (45) days of the end of the month, date of issue of the invoice, except for periodic invoices which shall be paid within 45 (forty-five) days net from the date of issue of the invoice by bank transfer to the bank details provided by the Supplier.

Invoices received prior to delivery of the Supplies will not be accepted. Only Orders that have been accepted in accordance with article 2 of the General Terms and Conditions will be paid. The Customer may set off any sum that it considers to be owed by the Supplier in respect of any Orders against any sum owed by the Customer to the Supplier. In the event of late payment on the part of the Customer, the latter shall be liable for late payment interest at a rate of three (3) times the legal interest rate applicable in France and in force on the due date, to which shall be added, by operation of law, a fixed indemnity for collection costs, the amount of which is set by article D.441-5 of the French Commercial Code. The Customer's payments do not constitute Acceptance of the Orders.

3.3 Payment in the event of an Order by Bouygues Energies et Services and/or one of its subsidiaries within the meaning of Article L233-3 of the French Commercial Code: Unless otherwise stipulated in the Application Contract and/or Order Form, invoices shall be paid either (i) by promissory note, or (ii) by bank transfer via the Bouygues Construction Group's SCF Program payment platform, the terms and conditions of which can be found at the following [addresshttps://bycn.scf-onboarding.societegenerale.com/](https://bycn.scf-onboarding.societegenerale.com/).

4. Delivery and Acceptance

The Supplier undertakes to deliver the Software at the place/date/time indicated in the Order form and during the opening hours of the reception service.

In the event of on-site services, the Supplier shall comply with the regulations and health and safety measures applicable to external companies working on the Customer's site, as communicated in good time by the Customer.

The Software supplied must strictly comply in quality and quantity with the terms and characteristics agreed between the Parties. The Customer shall be deemed to have accepted any apparent defects (i) in the case of the supply of Software, if it has not notified the Supplier of the existence of such defects

within ten (10) working days of delivery or (ii) in the case of the supply of Software subject to an acceptance procedure, if it has accepted such acceptance in writing after having been invited to do so by the Supplier.

In the event of reservations by the Customer, the Supplier may come to the Customer's premises to inspect the condition of the Software supplied; he must remedy the contractual shortcomings observed as soon as possible. If, after fifteen (15) working days, the defects noted have not been corrected, the Customer may decide to reject the Software. In this case, the price is not due, and any deposit received is refunded to the Customer as soon as possible. In the absence of reservations or after the reservations have been lifted, the Customer declares acceptance in writing ("the Acceptance").

5. Transfer of ownership and risk

Property passes to the Customer on the date of the Order and the risk of damage or loss passes to the Customer on Acceptance.

6. Deadlines and penalties

The Supplier is hereby informed that compliance with the time limits for performance of its obligations set out in the Order is an essential condition for the Customer. The Supplier undertakes to inform the Customer without delay of any fact that may jeopardise compliance with the said time limits and to cooperate with the Customer to mitigate the consequences thereof. The delivery periods agreed between the Parties shall run from the date on which the Customer places the Order. These deadlines are imperative and may not be changed without the Customer's prior written consent. Unless otherwise stated in the Order, the time limits stipulated in the Order shall be deemed to have expired on the delivery date of delivery of the last of the Software covered by the Order. The Customer reserves the right to refuse any early delivery. In the event of failure to comply with these deadlines, the Customer may apply late delivery penalties equal to one percent (1%) of the total amount of the Order, per calendar day of delay, up to a maximum of ten percents (10%) of the value of the Order, without prejudice to any damages and interest. Beyond this ceiling, the Customer reserves the right to terminate the said Order as of right upon simple notification and without prejudice to any damages.

These penalties shall be applicable from the sole fact of the delay being noted, unless the Supplier can demonstrate that this delay is exclusively attributable to the Customer or to a case of force majeure. They may be deducted from the sums due, unless the Supplier justifiably contests them within a maximum period of five working days. They shall apply notwithstanding any action that the Customer may take against the Supplier to protect its interests and without prejudice to any damages or any other penalty (performance, quality of service, etc.) that may be provided for in the Order. If the maximum penalty applicable under the Special Conditions is reached, the Customer may terminate the Order by operation of law, upon simple notification and without prejudice to any damages and interest.

7. Warranties

The Supplier warrants: (i) the peaceful enjoyment of any rights granted by the Order to the Customer under the conditions specified hereinafter; (ii) that it is not subject to any obligation or restriction of such a nature as to limit its freedom of action in the performance of the Order and undertakes not to accept any such obligation or restriction; (iii) the compliance of the Software with its documentation for a period of one year from the date of actual delivery of the Software; (iv) that for a period of three (3) months from the date of delivery; (v) that for a period of three (3) months from the date of delivery, any support for the Software is free of defects under normal conditions of use and that in the event of a defect, the Software is replaced free of charge by the Supplier; (vi) that at the time of delivery, the Software does not contain any virus, computer code or device designed to invalidate, damage, deteriorate, erase or deactivate the Software, it being understood that automatic deactivation is possible when the Customer uses the Software in order to test it for a given period of time; and (vii) that the support services are provided in compliance with the state of art. Any expenses or charges incurred in connection with the implementation of these warranties shall be borne by the Supplier.

8. Sustainability of the Software

For a period of two (2) years after the Software has been discontinued or withdrawn from the catalogue, the Supplier undertakes to supply the Customer, under reasonable conditions, in terms of price and delivery time, with the other elements necessary to use the Software.

9. Confidentiality

9.1 Each Party undertakes to keep confidential, in addition to the existence and content of the Order, all information and documents of which it becomes aware in the course of the negotiation and performance of the Order, regardless of their nature (technical, financial, commercial, administrative or other) and form (oral or written, in draft or final form, human or machine readable), hereinafter referred to as "Confidential Information". Information which is in the public domain at the time of disclosure, or which subsequently falls into the public

domain through no fault of a Party shall not be deemed to be Confidential Information.

Unless otherwise provided for in the Order or in a specific confidentiality agreement relating to the Supply, the Parties undertake (i) to use the confidential information solely for the purposes of the Order (ii) not to disclose confidential information to any third party, except with the prior written consent of the other Party, it being understood that the Parties may communicate such information to their subcontractors exclusively for the purposes of performing the Order and after the latter have given a prior written undertaking of confidentiality; (iii) take measures which, taken as a whole, are no less protective than the measures they take to protect the confidentiality of their own confidential information; and (iv) after performance of the Order, return to the other Party and/or - at the Customer's discretion - destroy all documents (including copies) containing confidential information, for the duration of the Order and for a period of five (5) years following its termination or expiration.

9.2 Each Party undertakes to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and with any other law, recommendation or regulation of a competent French or European authority (together referred to as the "Personal Data Protection Laws"). Terms other than those defined in the Order shall have the meaning given to them in the Personal Data Protection Laws.

9.3 In the event that the Supplier is required to process Personal Data on behalf of the Customer as a Data Processor, the Supplier must process the Customer's Personal Data in accordance with its instructions. Accordingly, it is prohibited from using such Personal Data for purposes other than those expressly defined and authorized by the Customer within the scope of the Order. The Supplier further agrees (i) to put in place and maintain throughout the duration of the Order all technical and organisational measures appropriate to the nature of the Personal Data processed and to the risks presented by the Processing carried out; (ii) not to sub-contract the Personal Data without the prior and express agreement of the Customer; (iii) not to transfer Personal Data to third countries that do not provide an adequate level of protection within the meaning of the Personal Data Protection Laws without the prior and express agreement of the Customer; (iv) at the end of the Order, to return a copy of the Personal Data to the Customer within an appropriate period of time which may not exceed 1 (one) month and to delete any copy of the Customer's Personal Data, unless it is obliged by law to retain it.

The Customer's instructions will be set out in a Data Processing Agreement ("DPA") as appropriate.

9.4 Concerning data processed by the Customer as Data Controller, the Supplier is hereby informed that such data is used exclusively for managing the Orders. Data Subjects have the right to ask the Data Controller for access to their Personal Data, for it to be rectified or erased, or for the processing thereof to be restricted, as well as the right to object to the processing thereof and the right to data portability. Data Subjects may exercise their rights with the Customer by sending a request to privacy@equans.com.

10. Communication

Unless the Customer has given its prior written consent, the Supplier shall not communicate in any way whatsoever about the existence and content of the business relationship between the Customer and the Supplier and/or about the Customer and its associated brands.

11. Intellectual property – Software test

The Supplier grants the Customer a personal, non-exclusive and non-transferable right of use worldwide, including (i) the right to reproduce, install and use the Software and its documentation on any of the Customer's computer systems; (ii) the right to reproduce, install and use the Software at no additional cost or payment, on a backup site of the Customer in the event of temporary unavailability of any of the Customer's computer sites, with the right for the Customer to carry out free of charge any test involving the reproduction, installation and use of the Software to ensure the operational nature of the said backup site; (iii) the right to reproduce, install and use without charge or additional payment the Software for test or evaluation purposes; (iv) the right to set up or adapt the Software; (v) the right to allow third parties to use the Software, at no additional cost, for any implementation, integration or facilities management operation that the Customer may entrust to them, provided that said third parties (a) may only use the Software for the Customer's own needs and solely to perform the services entrusted to them; and (b) sign a confidentiality agreement with the Supplier and the Customer prior to any intervention; (vi) the right to transfer the Software (a) from one station, PC or server to another and/or (b) under another operating system, (c) or to a subsidiary of the Customer, (vii) the right to integrate the Software into any system of the Customer, in particular one developed by the Customer and including any hardware and software of any origin.

The right of use is granted for the duration of the intellectual property rights attached to the Software. The right of use granted for the Software shall automatically apply to any version of the Software delivered in the Order and under the same terms. The Supplier reserves the right of ownership of the Software and its documentation. The Customer undertakes (i) to maintain in

good condition any reference to the Supplier's intellectual property rights on any element of the Software, and (ii) to include such reference on any reproduction of all or part of any element of the Software as well as on any medium relating thereto. The Customer shall not acquire any rights other than those set forth in the GCP and the Order. Without the Customer's written consent, the Supplier may not (i) use any software the use of which would limit the above rights, or (ii) enter into any agreement with a third party which would limit the above rights. At the Customer's request, the Supplier undertakes to make a license of the Software available to the Customer free of charge for evaluation or demonstration purposes; subject to provisions to the contrary in the Order, such a license loan shall be granted for a period of two (2) calendar months, the number of loans being limited to five (5) period of two (2) calendar months per year. Any development of the Software by the Supplier at the request of and/or in collaboration with the Customer shall be the subject of a separate agreement between the Parties defining the terms and conditions of transfer to the Customer of any property rights attached to any modification and/or development thereof.

12. Eviction warranty

In accordance with applicable law and regulations, the Supplier represents and warrants that it has the authority to assign any rights hereunder or has obtained any necessary rights to do so from its employees, subcontractors, suppliers and others. The Supplier shall indemnify and hold harmless the Customer from and against any damages, losses, costs, liabilities, fines or penalties (including reasonable attorney's fees) incurred by the Customer because of any allegation, proceeding, action and/or complaint by third parties that any intellectual property rights of any kind assigned or licensed hereunder infringe their intellectual property rights. Furthermore, if Supplier is notified of an action or motion to restrict the exercise of a right assigned hereunder, Supplier shall (a) obtain the right for Customer to exercise its rights under the Order or, if the former is not possible, (b) adapt the Software so that it is no longer infringing, while maintaining at least equivalent functional capabilities. If none of the above options is reasonably feasible, the Supplier shall reimburse the Customer for the amount paid by the latter, in proportion to the operating restriction concerned, without prejudice to any damages.

13. Support and Maintenance

The Supplier's Customer Support provides (A) technical support for the Software, namely: (i) correction of any Anomaly encountered during installation of the Software; (ii) delivery of any Software installation procedure and any update; (iii) information on any level of operating system or third party software supported; (iv) correction of any Anomaly encountered in the operation of the Software, (B) functional support, namely, at the Customer's request: (i) any assistance in using the Software; (ii) any assistance in setting the parameters of the Software. During the period of execution of the support services under the Order and unless otherwise provided for in the latter, the Supplier shall provide technical support on the use of the Software by telephone, from Monday to Friday (except on public holidays) from 8:00 a.m. to 7:00 p.m. (France mainland time). This support is provided by the Supplier's qualified French-speaking technical staff without any limitation on the number of telephone calls made by the Customer's Contact Persons.

Software maintenance services include corrective maintenance, adaptive maintenance and evolutionary maintenance. The maintenance services also include regulatory maintenance, i.e., ensuring that the Software complies with the laws and regulations of public order. Corrective maintenance services include the provision of any workaround and/or correction of the Software under the conditions defined between the Parties in the Order. Adaptive and evolutionary maintenance services include the delivery of major or minor versions and updates, the Supplier reserving all rights and remaining the sole owner of the creation and provision of such versions and updates of the Software and its documentation. The regulatory maintenance services concern the compliance of the Software with the applicable laws and regulations according to the documentation and information provided by the Supplier.

14. Liability and Insurance

14.1 The Supplier shall be liable, both on its own behalf and on behalf of any of its subcontractors, for any failure in the performance of the Order and for any damage, whether physical, material or immaterial, whether consequential or not, resulting from a fault, a failure, or the non-performance or poor performance of its obligations under the Order. The Supplier shall indemnify the Customer against all claims, complaints or proceedings that may be brought by its staff, by a subcontractor or by any third party, in particular for any damage to property or persons attributable to it, its staff, its subcontractors or, more generally, to any person acting on its behalf, or to the things in its custody in any capacity whatsoever. The Supplier undertakes to compensate the Customer for any damage, loss or expenses resulting from this.

14.2 The Supplier shall be required to prove, at the latest upon acceptance of the Order, that it holds insurance policies taken out with one or more insurers known to be solvent and guaranteeing:

- In all cases, its civil liability and covering the financial consequences of bodily injury, material and immaterial damage (consecutive or not) caused to third

Parties (including the Customer) because of the performance of the Order. This policy shall provide for at least the amounts of coverage as specified in the Order, it being understood that these amounts shall in no way constitute a contractual limitation of the Supplier's liability and that they may not be less than two million and five hundred thousand euros (€2,500,000) per claim and per year for all damages combined.

- its ten-year civil liability, when this is applicable to all or part of the Supply.

- depending on the nature of the Supply, any other policy specified in the Order.

15. Termination – Suspension – Reversibility

15.1 In the event that a Party fails to comply with any of its obligations under Articles 4, 6, 7, 9, 11 or 18 of the GCP and fails to remedy such non-compliance within ten (10) days after the other Party has sent a formal notice by registered letter, the latter may terminate the Order by operation of law, without prejudice to any damages and interest. By way of derogation, the Order may be terminated without prior notice of default, solely because of non-performance, in the event of a breach of Articles 9.1 or 16 of these GCP or any breach that cannot be remedied.

Similarly, subject to any applicable mandatory law, the Customer may (i) terminate the Order by operation of law in the event of the Supplier's bankruptcy, dissolution or seizure of assets; (ii) terminate at any time, unilaterally and by operation of law, any Order placed but not yet commenced or completed, without any formality or prior intervention of the courts. The performance or termination of the Order shall not terminate any obligations which by their nature survive, including but not limited to warranty, regulatory compliance, intellectual property, confidentiality, and protection of Personal Data.

15.2 Without prejudice to the provisions of Article 15.1 of the GCP, the Customer shall have the right to immediately suspend, by written notice, the performance of the Order, without compensation to the Supplier, if it finds that the Supplier is in serious or repeated breach of its contractual obligations, and in the event of:

- Non-compliance by the Supplier with the regulations and/or instructions of the Customer (or an end customer) in terms of health, safety and/or the environment, which may jeopardise the safety of goods or persons or damage the environment.

- Non-compliance by the Supplier with the regulations on labour law and in particular the provisions relating to the fight against illegal employment.

Furthermore, the Customer may suspend the execution of the Order in the following cases:

- Major risk to the safety of goods and persons,

When the Supplier acts as a subcontractor of the Customer, notification by the final client of its decision to suspend the Supply for any reason.

In the latter cases, if the suspension lasts for more than one (1) month, the Parties shall meet to examine by mutual agreement the terms and conditions for continuing their collaboration.

15.3 Upon termination of the Order, for whatever reason, the Supplier undertakes to cooperate with the Customer to enable the Supply (Services or Work) to be taken over by the Customer or any service provider of its choice under optimum conditions. In particular, the Supplier shall make available to the Customer all data, documents and reports relating to the Supply performed under the Order.

16. Ethics – Environmental and Social Responsibility

16.1 The Supplier acknowledges that it is aware of and adheres to EQUANS' commitments as set out in EQUANS' reference documentation and in its Vigilance Plan. These commitments are available on the website <https://www.equans.com/about-us/ethics-compliance>.

The Supplier acknowledges that it is aware of and adheres to the Customer's commitments in terms of social and environmental responsibility as set out in its reference documentation and in its Vigilance Plan. These commitments are available on the website <https://www.equans.com/about-us/impact-equans-csr-approach>.

16.2 The Supplier represents and warrants to the Customer that during the six (6) years preceding the date of the Order and during the term of the Order, the Supplier has complied with and will use its best effort to comply with the standards of international and national law applicable to the Order (including any changes thereto during the term of the Order) with respect with:

- (i) fundamental human rights, including the prohibition of (a) the use of child labour and any other form of forced or compulsory labour; (b) discrimination of any kind within its company or with respect to its suppliers or subcontractors
- (ii) embargoes, arms and drug trafficking, and terrorism,
- (iii) trade, import and export licensing and customs,
- (iv) health and safety of staff and third parties,
- (v) labour, immigration, prohibition of illegal work,
- (vi) environmental protection,
- (vii) economic offences, including corruption, fraud, influence peddling (or equivalent offence under the national law applicable to the order or contract referencing the GCP), fraud, theft, misuse of company assets, forgery, counterfeiting and any related offence,
- (viii) anti-money laundering,
- (ix) competition law,
- (x) Personal Data Protection Laws.

16.3 In addition, the Supplier shall comply with and ensure that its own suppliers and subcontractors, as well as any third party involved in the performance of the Order, comply with the obligations set forth in this Article. If the Supplier performs the Order at a Customer site (or a third party site, as designated by the Customer), the Supplier shall comply and cause its suppliers and subcontractors acting on the site, to comply with the EQUANS Group rules on health and safety, as described in Article 8.1.B of the GCP.

16.4 With regard to its own activities, the Supplier undertakes to collaborate actively and to act in such a way as to enable the Customer to comply with the legal obligations imposed on it in terms of duty of care. In this respect, the Supplier shall cooperate in the implementation of the measures set out in the context of this duty and shall alert the Customer without delay of any serious breach or any element that may constitute a serious breach of the above-mentioned standards in the context of its relationship with the Customer.

16.5 The Customer has the right at any time to seek from the Supplier evidence that it is in compliance with the requirements of this provision and to perform or have performed, at any time subject to prior notice, audits. In case of an audit, the supplier agrees to give the Customer's employees the right to access its premises and/or sites, and to provide all information and/or documents that the Customer may seek to effectively carry out the audit.

16.6 The Supplier shall (i) comply with the export control regulations relating to the Order and (ii) inform the Customer (a) prior to the Order coming into force, of any export or re-export restriction affecting the Supplies, in particular concerning dual-use goods and war materials and (b) during the performance of the Order, of any change in the restriction or the coming into force of a restriction affecting the Supplies.

The Supplier represents and warrants that the Supplies, including their components, are not subject to any restrictions, if any, other than those communicated to the Customer in accordance with the foregoing.

In the event that the export and/or re-export of the Supplies is subject to the obtention of a license, authorization or approval from a public authority, the entry into force of the Order shall be subject to the effective issue of such license, authorization or approval. Where applicable, the Supplier shall communicate such license, authorization or approval as soon as it is received by the Supplier. Where applicable, the Supplier shall specify any reservations and conditions likely to have an impact on the Customer's obligations in this respect. The Supplier shall inform the Customer without delay of the withdrawal, cancellation or non-renewal of any license, authorization or approval relating to the Supplies. In this event, the Customer may terminate the Order by simple written notification.

The Supplier shall indemnify and hold the Customer and any third party harmless from any liability and damages resulting from the Supplier's failure to comply with any obligations and declarations described in this article.

Under the terms of the present Contract, the Parties shall not sell, supply, transfer or re-export to Russia or to a third country any of the goods and technologies listed in Annexes XI, XX and XXXV of European Regulation 833/2014 in its latest version in force except in the countries listed in Annex VIII of the European Regulation, and in general any product or material covered by this Order, during and after its term. Any breach of this provision shall be considered a serious breach, giving rise to the right to terminate the Order without notice or compensation.

16.7 Any breach by the Supplier of the provisions of this article shall constitute a breach of contract conferring the right on the Customer to suspend and/or terminate the Order on the terms and conditions set out in the contract.

17. Protection of Personal Data

Terms other than those defined in the Order shall have the meaning given to them in the "Personal Data Protection Laws", namely Regulation (EU) 2016/679 of the Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (hereinafter the "EU Regulation" or "Regulation 2016/976") as well as any legislation or regulations relating to the protection of Personal Data applicable to the Processing carried out pursuant to the Order.

The Customer shall make available to the Supplier and authorise the Supplier to process, for the purpose of supplying the Software under the Order, data, files, etc. of any nature whatsoever and in any form whatsoever, constituting Personal Data.

The Parties undertake to act in accordance with the Personal Data Protection Laws. The Customer shall act as the Data Controller and the Supplier shall act on behalf of the Customer solely as a Subcontractor. In the event that the Supplier is required to process data on behalf of the Customer, it undertakes in particular to (i) comply with all the obligations set out in Article 28 of Regulation 2016/976, (ii) ensure that authorised persons have access to the Personal Data within the limits of the performance of their services in compliance with the Order, and (iii) respect the confidentiality linked to the Order.

Regarding security, in addition to the provisions of Article 2 in fine, the Supplier undertakes to implement and maintain throughout the duration of the Order all technical and organisational measures, in particular all security measures adapted to the nature of the Personal Data processed and the risks presented by any Processing carried out.

The Supplier undertakes not to subcontract the Personal Data without the express consent of the Customer. The Supplier undertakes (without responding directly to the Data Subject) to inform the Customer without delay of any

request from any Data Subject in respect of his or her rights to his or her Personal Data and to provide all necessary assistance to EQUANS to facilitate the response to the requests of such Data Subject.

The transfer of the Customer's Personal Data to third countries that do not provide an adequate level of protection within the meaning of Regulation 2016/976 is subject to the prior and express consent of the Customer. For any Transfer of Personal Data to a third country authorised by the Customer (affiliate/subsidiary of the Supplier or Subcontractor), the Customer mandates the Supplier to put in place all safeguards required by the Personal Data Protection Laws.

In the event of a breach of Personal Data, the Supplier shall, within forty-eight (48) hours of becoming aware of the breach notify the Customer of the breach. The Supplier also undertakes to send the Customer an impact analysis of the breach within forty-eight (48) hours of the notification referred to above. The Supplier undertakes to cooperate to enable the Customer to notify any breach of Personal Data to any competent supervisory authority in accordance with the Personal Data Protection Laws. The Customer reserves the right to carry out at its sole discretion any audit that it deems useful to ascertain the Supplier's and its Subcontractors' compliance with their obligations regarding Personal Data as defined in the Order. Upon expiry of the Order, or in the event of early termination for any reason whatsoever, or at any time at the Customer's request, the Supplier and its Subcontractors shall return to the Customer, within an appropriate period of time which may not exceed one (1) month, all the Personal Data that they may have been required to process, in any form whatsoever.

18. Subcontracting – Assignment

18.1 The Supplier may only subcontract all or part of the performance of the Order provided that (i) it has submitted the choice of subcontractor and its terms of payment to the Customer for its express prior acceptance and approval, and (ii) more generally, subject to compliance with the French Act no. 75-1334 of 31 December 1975 as amended on subcontracting. The Supplier shall send the Customer all the required documents and in particular a copy of the personal and joint and several guarantee from an approved institution, obtained with a view to guaranteeing the payment of all sums owed by the Supplier to its subcontractor.

The Supplier undertakes to ensure that its subcontractors comply with their obligations under the Order. The Supplier shall remain solely responsible to the Customer for the proper and complete performance of the Order.

18.2 The Supplier may not assign, contribute or transfer in any form whatsoever its rights and obligations under the Order to a third party without the Customer's prior express written consent. Any authorised transfer shall be set out in an amendment to the Order. The same procedure shall apply to any transaction involving a change in the Supplier's majority control. The Customer may freely assign all or part of its rights and obligations under the Order to one of its subsidiaries within the meaning of Articles L233-1 and L233-3 of the French Commercial Code.

19. Economic dependence

The Supplier is obliged to inform the Customer immediately of any risk of economic dependence. This obligation to inform is essential to enable the Parties to maintain a balanced relationship.

20. Force Majeure - Contingency

20.1 In accordance with Article 1218 paragraph 1 of the Civil Code, force majeure is an event that cannot be reasonably foreseen, that is irresistible and that prevents a Party from fulfilling its obligations. In the event of force majeure, the obligations of an affected Party shall initially be suspended, unless the resulting delay justifies the termination of the Order. The affected Party shall promptly notify the other Party of the force majeure event and its likely duration and shall use its best efforts to minimise the effects arising from such a situation. If force majeure continues beyond fifteen (15) days, without the possibility of remedying it, the other Party may terminate the Order without notice or prejudice to any damages.

20.2 The Parties, fully aware of their rights under Article 1195 of the Civil Code, accept the risk of a change in the context of the Order and waive all rights under that Article.

21. Miscellaneous provisions

The invalidity of a clause shall not invalidate the GCP, and the Parties shall endeavor to replace it with a valid clause of equivalent economic effect. The non-exercise or delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy, nor shall it constitute a waiver of any other right or remedy. Each Party is an independent legal entity, both legally and financially, acting in its own name and under its own responsibility. The Supplier shall operate as an independent service provider without any subordination to the Customer. All of the Supplier's personnel assigned in whole or in part to the performance of the Order shall at all times remain under the hierarchical and disciplinary authority of the Supplier, which (i) declares that the said personnel are lawfully employed by it with regard to the Labour Code in force in France or any other local legislation applicable to the Customer and to

the Supplier, and (ii) undertakes to ensure, in its capacity as employer, the administrative, accounting and social management of its personnel

22. Cybersecurity

22.1 As part of the performance of the Contract, each Party undertakes to take and maintain, for the entire duration of the Order, the technical, physical, logical and organisational measures necessary to secure its own networks and information systems (including in particular its own software, its own data as well as data exchanged with the other Party) in order to prevent, detect, remedy and mitigate the impact of any cybersecurity risk, incident or vulnerability. The Supplier further undertakes to protect the Supplies and all elements that it provides or makes available to Equans France under the Order against any form of security incident, cyber threat, vulnerability, and malicious programs.

22.2 The measures taken by the Supplier to meet its obligations under this provision must comply with European and national legal and regulatory obligations relating to cybersecurity applicable to the Supplier, to the subject of the Order and to the elements it provides or makes available to Equans France, as well as with the provisions of Equans France's ['IT Security Principles'](#).

23. Applicable law – Mediation – Dispute resolution

THE APPLICABLE LAW IS THAT THE COUNTRY OF THE CUSTOMER'S REGISTERED OFFICE TO THE EXCLUSION OF THE VIENNA CONVENTION ON THE INTERNATIONAL SALE OF GOODS. IN THE EVENT OF ANY DIFFICULTY IN THE INTERPRETATION OR EXECUTION OF THE GCP, THE PARTIES SHALL ENDEAVOUR TO SEEK AN AMICABLE SOLUTION IN GOOD FAITH BEFORE TAKING ANY LEGAL ACTION.

IN THE EVENT OF FAILURE TO RESOLVE THE DISPUTE AMICABLY AND/OR VIA THE EQUANS MEDIATOR IN ACCORDANCE WITH THE TERMS DEFINED ABOVE, THE SAID DISPUTE MAY BE BROUGHT BY THE MOST DILIGENT PARTY BEFORE THE TRIBUNAL DE GRANDE INSTANCE DE PARIS, EXCEPT IN THE EVENT OF A GUARANTEE APPEAL FOR WHICH THE CUSTOMER MAY BRING THE SUPPLIER DIRECTLY BEFORE THE COURT TO WHICH THE DISPUTE IS REFERRED.