

## 1. Introduction

The General Terms and Conditions (GTCs) provided in this document shall apply as between NTT France SAS ("NTT France" or "NTT") and Client in all agreements for the sale or licensing of Products (hardware or software) or provision of services or in any Quotation in relation to the sale or licensing of Products or provision of services. Through placing an Order via the submission of a Client purchase order or some other form of written acceptance referencing a valid NTT Quotation (including by email), the Client accepts to be bound by the present GTCs and waives its usual General Conditions of Purchase.

In case of Order for maintenance services, such Order shall be subject to the NTT France General Conditions of Maintenance, which are provided separately; reminding that original equipment manufacturer ("OEM") maintenance services are performed directly by such OEM, under its own responsibility, NTT France acting solely as a reseller in this case.

In case of Order for Cloud subscriptions, such Cloud subscriptions are exclusively governed by the end user agreements or other terms of use imposed by the OEM ("Partner Terms"), and which are either communicated separately to the Client, or through the applicable Specific Terms attached to these GTCs ("Specific Terms").

In case of Order for services delivered by other divisions of the NTT Ltd. Group, additional Specific Terms applicable to the Services or Products in question may also apply on top of those GTCs.

## 2. Documents

The agreement between NTT and the Client (the "Contract") comprises the following documents in the following order of precedence, in case of inconsistency: (i) the Data Processing Agreement ("DPA"), (ii) any additional Specific Terms; (iii) the Statement of Work ("SOW") if any (iv) these GTCs; (v) the Quotation and (vi) any Schedules or Appendices (excluding the DPA). The Quotation can depart from the GTCs if it is clearly stated so therein.

The Contract is to the exclusion of any other commercial document and general conditions of the Client and shall express the entire agreement of the parties and replaces any other prior agreement, oral or written.

## 3. Orders cancellation

Orders, after acceptance, may not be cancelled by Client in whole or in part or varied by Client in any manner whatsoever, unless agreed to by NTT France in writing. In any case, all fees borne by NTT France associated with cancellation of an Order will be borne by Client.

## 4. Client obligations and acknowledgments

To the extent applicable, Client will at all times comply with all relevant Partner Terms. In the event of any conflict between the Partner Terms and any other term of the Contract, the Partner Terms will govern with respect to the Partner Services. Client must promptly notify NTT of any actual or suspected breach of these Partner Terms and further agrees to provide reasonable assistance to NTT in order to protect NTT or the relevant Partner's rights in connection with the Partner Services.

Client will indemnify, defend and hold harmless NTT and its representatives from and against any and all third-party claims, damages, liabilities, amounts and expenses (including reasonable legal fees, costs and expenses) which NTT has indemnified the third-party against; arising out of or related to:

- use the Products (including any embedded software) in a manner that is inconsistent with the authorizations or instructions set out in the applicable documentation or Partner Terms
- Client Material (ie any material not being NTT or Partner Material and including Client Data as defined hereto);
- Client's users' infringement of any Intellectual Property Rights of NTT or of any other third parties caused by the use of the services by any Users.

Client is solely liable for any services or software which are not provided by NTT or NTT representatives and which are integrated into or used in combination with the Products or Services.

## 5. Invoicing terms

### 6.1 General terms

Shipped Products shall be invoiced upon shipment (including partial shipment). In the event of NTT France supports the storage or warehousing of Products or performs staging operations, the invoicing date is the date of Products arrival at the NTT France premises.

Unless otherwise agreed between the Parties:

- maintenance services start and are invoiced upfront term in advance, either on the date of shipment of the Products to the Client or on the date of the Products arrival in the NTT France premises in case of storage or warehousing or staging operations requested by the Client;
- any recurring services will be invoiced annually term in advance;
- time and material services shall be invoiced in arrears at the end of each month, following the submission of the activity report;
- Professional Services will be invoiced 30% upon ordering, 60% upon provisional acceptance and 10% upon final acceptance. Any installation services cancelled by Client less than two (2) calendar days before the installation date agreed by the Parties, will be invoiced by NTT France and due by the Client in its entirety.

### 6.2 Additional terms for invoicing of consumptions

NTT France shall describe in its Quotation the terms and conditions related to pricing and use of cloud solutions resold to the Client, including, where necessary, those of the OEM. Unless otherwise agreed between the Parties, consumptions made by the Client when using the cloud solution shall be invoiced monthly terms in arrears, on the basis of the supporting documents drawn up by NTT France, without the client having to issue a specific order for these consumptions. Consequently, the Client shall not contest such invoices, to the extent they are compliant with the Quotation of NTT France.

## 6. Payment terms

Unless otherwise agreed in writing between the Parties, Client shall make payment in full and free of exchange to NTT France within 30 (thirty) days of the date of invoice. Pursuant to Article L. 441-10 of the Commercial Code, in addition to the fixed legal compensation for recovery costs of forty (40) euros, late payment penalties will be due the day following the payment date written on the invoice if the amount due is paid after that date. These penalties shall be equal to three (3) times the legal interest rate.

In the event of Client failing to effect payment of the invoiced amount 7 (seven) days from date of demand for such payment, NTT France shall be entitled, at its option, and notwithstanding any indulgence or relaxation granted to Client, to repossess the Products or the balance thereof, and/or to suspend the performance of the services. The exercise of NTT France's rights under this clause shall be without prejudice to any of NTT France's rights and remedies at law.

Any discount which NTT France may have granted to Client shall be forfeited by Client if payment is not made to NTT France on due date.

## 7. Financial conditions

**Prices:** The price for the sale of Products and provision of Services are stated in the Quotation. Provision of services for which the price was not decided before execution shall be executed on a time and material basis and invoiced according to applicable price list at the date of invoicing.

**Validity of prices:** All Quotations given by NTT France shall be valid for 7 (seven) calendar days, and are exclusive of duties, levies, surcharges and taxes in effect as of the date of quotation. If applicable, such duties, levies, taxes, surcharges shall be borne by the Client.

**VAT:** Unless otherwise stated, all prices and charges are exclusive of VAT. VAT and applicable taxes are invoiced in addition to Products and/or Services price. If Client claims tax exemption, Client shall provide NTT France with a current, valid exemption certificate from the relevant tax authority.

**Exchange rate:** Charges will be billed in the currency specified in the Contract ("Invoicing Currency"). Client acknowledges that (a) in respect of Products and third-party services ordered by Client, NTT may incur costs in a currency different from the Invoicing Currency ("Cost Currency"). Where this is the case, Client will bear the ongoing benefit or risk associated with foreign exchange fluctuations between the Cost Currency and the Invoicing Currency, with the charges (or impacted portion thereof) being subject to a proportional adjustment based on any variation to the applicable foreign exchange rates between the date the relevant binding Order was formed and the date the relevant invoice is issued; and (b) in respect of Services ordered by Client, Invoicing Currency may be different from NTT's local currency ("Local Currency"). Where this is the case, Client will bear the ongoing benefit or risk associated with foreign exchange fluctuations between the Local Currency and the Invoicing Currency, with the charges for such Services being subject to a proportional adjustment based on any variation to the applicable foreign exchange rates upon each anniversary of the relevant Service Activation date; in each case, as determined by reference to the rates published by NTT's reasonably selected reputable and independent provider of financial market data (e.g., Bloomberg, Refinitiv).

**Adjustment to Service Charges :** Unless otherwise set out in the Contract, NTT reserves the right, upon each anniversary of the relevant Service activation date, to proportionately adjust any and all Charges applicable to ongoing Services to account for any fluctuation to NTT's costs to provide the relevant Services to Client, including inflation, cost-of-living-adjustments (COLA), foreign currency exchange rates, and costs of arranging, operating or procuring underlying utilities, services or technology.

## 8. Delivery

NTT France reserves the right to deliver Products ordered as and when the Products are made available to NTT France. NTT France reserves the right to execute partial shipment. If prior to the delivery of Products, those Products become obsolete or are superseded by new products, NTT France shall be entitled to cancel any contract for the sale/licensing of such Products without liability or penalty to Client.

Delivery means transportation of Products to the Client's door exclusively and solely. Any other operation of forwarding, unpacking or any other handling of Products will be subject to quotation. NTT France shall not be required to deliver any Products or render any services to Client for so long as Client is in arrears with any payment owing to NTT France from any cause. In the event of Client committing an act of insolvency, or being placed under provisional or final judicial management, liquidation or sequestration (whether provisional or final), NTT France reserves the right to cancel any ongoing sale contract or order and to stop further deliveries of Product and performance of Services as permitted by law. The client has 5 business days to challenge the delivery starting from delivery date.

NTT France shall perform the Services according to the delivery dates agreed between the Parties in the Contract.

## 9. Transfer of Risk and Title

Title to the Products (hardware) will remain with NTT France until full payment by the Client of the price relating to the Products, in main, expenses, incidentals and taxes. Until this date, the Client shall therefore refrain from pawning or collateralizing the Products or allowing, in any way whatsoever, any creditors to have rights on the Products. The Client shall also refrain, until this date, from modifying or removing the identification marks affixed by NTT France on the Products and from reselling all or part of the Products.

In any case, Client has no rights of ownership in any software licensed to Client ; such rights shall remain with NTT France or its OEMs.

All risk in and to the Products shall pass to Client upon delivery thereof. Unless otherwise agreed in writing, delivery will occur when the Products are handed over to a Client representative at Client's designated address specified in Client's Order.

## 10. Installation

If any Product are to be installed at or services are to be provided at Client's premises, the following shall apply: (i) Client shall ensure that NTT France is given reasonable access to those premises during reasonable hours for that purpose; (ii) Client shall perform a proper backup of the Client data, program or files which may be directly or indirectly impacted by the installation of Products and the performance of the Services; (iii) Client is to ensure that the system is properly protected against physical or virtual tampering by third parties in accordance with the generally recognized codes of practice; (iv) Client shall ensure that the premises are suitably equipped and comply with all NTT France's and/or OEM's specifications and requirements including (without limitation), size, power points, lighting and dust free environment.

Client shall at Client's own expense obtain all necessary consents, permits, licenses or other authorities from the owner of the premises, telecom operator, governmental, municipal, local or other competent authorities and others whose permission is or may be necessary for the installation or use of Products. NTT France does not warrant or represent that any such consents, permits, licenses or other authorities will be granted and a failure to obtain any one or other of the same shall not invalidate any Order accepted by NTT France.

## 11. Warranty

**Products:** Where the OEM of Products sold or licensed to Client gives warranties to NTT France, NTT France will, whenever possible, give to Client the same warranties, with equivalent disclaimers and limitations of liability, in respect of those products.

Excluded from this warranty are failures and/or damage to the Products resulting from any intervention, repair or similar operation, manipulation or use of the Products that does not comply with the specifications of the OEMs or NTT France, and more generally, from any defective or inappropriate use by the Client or a third party.

**Services:** NTT France guarantees that the Services are performed in accordance with the practices in use in the profession. NTT France warrants that its personnel, who participate in the performance of the Services, have the skills and experience necessary to perform the tasks entrusted to them.

**Exclusion and disclaimer:** NTT acts as a reseller of Partner Services. In this capacity, NTT does not provide any contractual warranty for the Partner Services, other than those required by applicable laws (if any). Consistent with the foregoing, any warranty or indemnity offered by NTT under this Contract in respect of the Services is expressly interpreted to exclude Partner Services. NTT France gives no warranties or undertakings other than those aforementioned to Client whatsoever with regard to Products or Services, and all implied or residual warranties, including without limitation, the warranties of 'fitness for a particular purpose' and 'merchantability' are hereby disclaimed and excluded.

## 12. Intellectual Property

The French Intellectual Property Code applies to all NTT intellectual property rights (including software and associated documentation). Except for the following provisions, no intellectual property rights are granted to the Client.

The Client is granted, solely for the duration of this Contract, a limited, personal non-exclusive and nontransferable license to use the software and documentation only to the extent necessary for the Client to receive and use the Services and subject to any applicable Free and Open Source license terms (if applicable).

Any other use not authorized and in breach of clause L.122-6.1 of the French Intellectual Property Code is prohibited.

The Client shall not:

- Reproduce the software, apart from the safety copy,
- Represent, distribute or sell the software and its documentation,
- Use the software in a way to conceive, manufacture, distribute, sell, similar or equivalent software,
- Allow use of the software through rent, transfer or loan,
- Adapt, modify, transfer or arrange software as to create new functionalities or even create a new software

In all cases, the software and documentation associated resold by NTT France are governed by the terms and conditions of the Partner/OEM and its applicable Partner Terms.

## 13. Personal Data

Client acknowledges and accepts, without the need for further notification or consent (unless required by applicable laws), that NTT may transfer (both domestically and cross-border) and disclose Client's Client relationship management ("CRM") and other business administration data (including contact information for relevant Client personnel, User credentials, etc.) to NTT's (and its Affiliates') personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of servicing the accounts with Client and otherwise administering the performance of this Contract. Supplier will process and maintain such CRM and other business administration data, including any personal data contained therein, in accordance with its Privacy Statement and applicable laws, provided that Client remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 14. For the purposes of this clause 14, **Privacy Statement** means the then-current privacy statement describing NTT's treatment of Personal Data in its general business administration, management, and operations, which is made available at <https://services.global.ntt/en-us/legal/privacy-statement> (or successor site) and as may be updated by NTT from time-to-time (effective upon publication).

The Parties shall comply with personal data protection laws and regulations including, but not limited to, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016. When NTT, where necessary to the performance of the Services and the present Contract, may process personal data, the respective obligations of the Parties about the protection of personal data are subject to a separate data processing agreement. In the absence of any such data processing agreement entered into by the Parties, any personal data processing to be carried out by NTT pursuant to this Contract will be governed by the data processing agreement available here: <https://services.global.ntt/en-us/legal/data-privacy-and-protection> (DPA).

## 14. Client Data

Client Data means data that is collected, hosted, used, processed, uploaded, transferred or stored on NTT's infrastructure or systems, either by Client or on Client's behalf (including by NTT), through the use or delivery of Services or Products, and expressly excludes (i) data transmitted through either NTT's or Client's networks, systems or equipment as a result of or in connection with Client's use of the Services, but over which NTT does not exert any direct management or control; and (ii) Client relationship management ("CRM") and other business administration data (including contact information for relevant Client personnel, User credentials, etc.).

To the extent applicable based on any Services to be provided under this Contract, NTT will (i) limit access to Client Data to only NTT personnel or subcontractor of NTT that need such access to provision or support the Services; (ii) procure that such Supplier personnel or NTT subcontractor's personnel only access and use Client Data as necessary to carry out NTT's obligations under this Contract; and, (iii) with respect to any software or systems managed or controlled by NTT as a component or function of the services, maintain reasonable and appropriate technical and organizational measures designed to protect any Client Data against accidental, unauthorized or unlawful access, acquisition, processing, disclosure or alteration.

Notwithstanding the above, Client acknowledges that it is responsible for determining and implementing appropriate technical and organizational measures in connection with its configuration and use of the Services, including those necessary to maintain the security, protection and integrity of Client material (including Client Data) which may be accessed, transmitted or otherwise processed by Client through the Services. Client remain solely responsible for the content of Client Data.

## 15. Confidentiality

All documents, information or concepts of any kind of which each of the Parties may have become aware or which may have been communicated by the other Party, prior to or during the performance of the Order, are strictly confidential (the "Confidential Information") and each of the Parties (i) undertakes to use the Confidential Information solely for the purposes for which it was transmitted; (ii) acknowledges that the Confidential Information remains, in any event, the property of the Party that communicated it; and (iii) undertakes not to disclose it without the prior written authorisation of the other Party.

For the purposes of performing the Order, each of the Parties is authorised to disclose the Confidential Information of the other Party only to its legal representatives, employees and/or any suppliers and subcontractors, on a need-to-know basis for the proper performance of the Order. Each of the Parties undertakes to ensure that its employees and/or any suppliers and subcontractors comply with this obligation. It is expressly agreed that, in the course of performing the Order, NTT is authorised to transmit certain Confidential Information of the Client to companies within the NTT Group.

This reciprocal obligation of confidentiality shall not apply to any information, documents or concepts (i) which have entered in the public domain at the time of disclosure or which subsequently become accessible to the general public other than by breach of this clause by the receiving Party; (ii) rightfully known by the receiving Party on a non-confidential basis and (iii) which are independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

Each of the Parties undertakes to return the Confidential Information, together with a copy thereof, within five (5) working days of performance of the Order, at the request of the other Party; provided that nothing in this clause shall oblige either Party to return or destroy any Confidential Information incorporated in or annexed to anything that (i) must be retained for compliance purposes (including any accounting standards or the rules of any stock exchange) or as required by applicable laws; or (ii) is contained in back-up or other systems such that the information cannot be reasonably and practicably located and deleted.

This reciprocal obligation of confidentiality shall apply during the performance of the Order and for three (3) years following its expiry. The provisions of any confidentiality agreement signed between the Parties and applying to the performance of the Order shall prevail over this clause.

## 16. Service Delivery, Enhancements and Modifications

Unless expressly agreed otherwise in this Agreement, NTT has the sole discretion to determine the service delivery and management locations, resources, and personnel it uses to provision any remotely-delivered Services ("Remote Delivery Model"). NTT may modify any aspect of the Remote Delivery Model at any time, provided that such modification does not materially diminish the overall level of performance of the Services.

NTT reserves the right, in its sole discretion and at any time, to:

- add to or enhance the Services through the implementation of a new or updated feature or component and, if applicable, make a corresponding adjustment to the applicable Charges for the enhanced Services; and
- modify, replace or decommission any part, feature or component of the Services.

Without limiting any other termination rights reserved by NTT under the Contract, NTT may, in its sole discretion and at any time, discontinue any Services in their entirety, provided that NTT will:

- (a) give Client not less than 6 months prior written notice of such discontinuance; and
- (b) use reasonable commercial efforts to offer a replacement service with a substantially similar purpose or function to Client.

## 17. Suspension and Termination

Either party may, at its sole discretion, suspend or terminate the Contract on written notice should the other party commit a material breach of any obligation in relation to such Contract and omit or fail to remedy such breach to the reasonable satisfaction of the determining party within 30 (thirty) days of receipt of notice in writing by the determining party requiring it to do so. Exercise of rights under this clause shall be without prejudice to either parties' rights or remedies at law.

NTT may, without liability for any resulting loss, additionally terminate this Contract in its entirety and cease delivery or provision of any ordered Product or Services immediately and without notice if NTT reasonably determines that such delivery or performance would expose NTT (or any Affiliate of NTT) to any sanction, liability, prohibition, penalty, or restriction under any (a) export controls, economic sanctions, customs and restrictions on international trade and investment ("Trade Compliance Laws") or under any (b) prevention of bribery or corruption laws ("ABAC Laws").

## 18. Liability

Nothing in this Contract excludes or limits the liability of a party (i) for death or serious bodily injury resulting from its own negligence or the negligence of its employees, (ii) fraud, fraudulent misrepresentation, or (iii) to the extent mandatory under the applicable laws, including for willful misconduct or gross negligence.

Subject to the above and below, to the fullest extent permitted by applicable laws, in no event will a party be liable for (i) any indirect damage including (but not limited to) (ii) loss of profit, revenue, income, contracts, (iii) loss of goodwill, reputation, bargain or opportunities or anticipated savings, (iv) loss of use or business interruption or (v) loss or corruption of data or information, arising out, resulting from or in connection with this Contract. The parties agree, to the extent permitted by applicable laws, these will not be direct losses or damages in terms of this Contract.

NTT France's maximum aggregate liability arising out of or related to its performance under any Order shall not exceed, per Contract Year, 100% (VAT excluded) of the sums paid by Client under such Order in the relevant Contract Year in which the events, acts, or omissions giving rise to the causes of action or claims first occurred.

For purpose of this clause 17, a "Contract Year" means the 12 month period commencing on the date on which a binding Order is formed, and each subsequent 12 month period commencing on the anniversary of such date during the Order term.

## 19. Sub-contracting

NTT France shall be entitled to employ sub-contractors (including its affiliates) to provide Products and/or all or any portion of the services. In such a case, NTT France remains liable for the proper performance of the subcontracted portion of provision of Products and/or performance of the services.

## 20. Compliance

**20.1** In connection with any actions or activities associated with the Contract or in connection with the relationship between the parties, neither party shall engage in any unlawful or unethical trade practices or in any other practices that are in violation of any applicable laws that prohibit modern slavery, bribery or similar activity.

**20.2** Each party shall ensure that it as well as its affiliates or its sub-contractors (i) will not either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, financial benefits, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or (ii) will establish appropriate safeguards to protect itself from such prohibited actions.

**20.3** Client agrees to comply with NTT's then-current trade compliance terms applicable to Client's performance under this Contract, which is made available at <https://services.global.ntt/-/media/ntt/global/legal/terms-and-conditions/ntt-ltd-client-trade-compliance-terms-v1.pdf> (or successor site) and as may be updated by NTT from time-to-time (effective upon publication).

**20.4** Client agrees and undertakes that it shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any NTT Products or Services supplied in connection with this Contract.

**20.5** Client shall ensure that any third party receiving the NTT Products is aware of and complies with this restriction and that the purpose of article 20.4 is not frustrated by any third parties further down the commercial chain, including by any resellers.

**20.6** Client shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by resellers, that would frustrate the purpose of article 20.4.

**20.7** Any breach of articles 20.4 to 20.6 shall constitute a material breach of this Contract entitling NTT to seek appropriate remedies, including, but not limited termination of this Contract with immediate effect by giving written notice to Client.

**20.8** Client shall immediately inform NTT and the relevant authorities about any problems in applying articles 20.4 to 20.6, including any relevant activities by third parties that could frustrate the purpose of article 20.4.

**20.9** Within two (2) weeks of any request from NTT, Client shall provide all information concerning compliance with the obligations under articles 20.4 to 20.6.

## **21. General**

**21.1** No waiver or abandonment by either party of any of its rights in terms of these terms and conditions shall be binding on that party, unless such waiver of abandonment is in writing and signed by the waiving party.

**21.2** If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall not invalidate the remaining provisions of these terms and conditions.

**21.3** Client chooses as its nominated address for the purposes of receiving of notices or other communications from NTT France or for the purpose of Service of legal process from NTT France, the physical address and fax number specified in Client's Order. Any notice to Client or NTT France must in order to be valid and effective, be in writing and either be hand delivered to the recipient's physical address or transmitted by mail or email with acknowledgement of receipt. Any notice sent by electronic communication other than email with acknowledgement of receipt shall not be valid or effective.

**21.4** The Parties cannot be held responsible for failures or delays in the execution of their obligations due to a case of force majeure defined by article 1218 of the Civil Code. An epidemic and / or a health crisis constitutes a case of force majeure, even where it is foreseeable on the date of the quotation. The case of force majeure has the effect of suspending, in whole or in part, the execution of the quotation. In this case, the Parties agree to meet, as soon as possible, to examine the measures to be taken to minimize the consequences of said case of force majeure. In the event that the impediment becomes definitive, this contract shall be automatically terminated. For the avoidance of doubt, Client's payment obligations under this agreement or any Order will not be afforded treatment under force majeure.

**21.5** These terms and conditions shall be governed and construed in accordance with the laws of France and any dispute shall be subject to the exclusive jurisdiction of the Courts of Nanterre.

Nothing in these terms and conditions constitutes either party as the agent, principal, representative or partner of the other, and no party shall be entitled to hold out to any third party that the relationship between the parties is that of a partnership, joint venture or the like.

**21.6** If one or both Parties choose to sign any document by means of an electronic signature, they acknowledge that the electronic signature (a) has the same validity and legal effect as the use of a manuscript signature and (b) attests to the intention of the Parties to be bound by such document.