

## Outscale Inc. Purchase Terms and Conditions – Goods and/or Services (US)

These terms and conditions shall apply to the purchase of the goods and/or services described on purchase orders (“Purchase Order(s)”) issued by the Dassault Systèmes entity set forth in the shipping address of the Purchase Order (“3DS”) to the individual or entity identified as the vendor (“Vendor”) on the face of the Purchase Order(s) and shall become a binding contract subject to these terms and conditions (the “Agreement”) upon either issuance of an order acknowledgment by Vendor or substantial performance by Vendor. Each Dassault Systèmes entity shall be responsible for its own actions, there shall be no joint or several liability among and between any Dassault Systèmes entities.

1. Affiliate. Affiliate means a company or entity that directly or indirectly controls, is controlled by or is under common control with another company or entity, where "control" means: (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors, or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Such entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of the foregoing, Dassault Systèmes SE shall not be deemed to be controlled by any entity.
2. Goods and/or Services Purchased. Vendor agrees to sell to 3DS and 3DS agrees to purchase under the terms of this Agreement, the goods specified (“Goods”) and/or the services specified (“Services”) on the Purchase Order. Vendor shall have five (5) calendar days after receipt to reject any Purchase Order. If not rejected, such Purchase Order shall be deemed accepted. 3DS objects to any different or additional terms in Vendor’s acceptance of any Purchase Order and such terms shall be deemed rejected and of no effect unless expressly approved by 3DS in writing. For the purposes of this Agreement, Goods and/or Services may collectively be referred to as Purchased Items.
3. Pricing. Except as specifically provided herein, pricing shall be as set forth on the face of the Purchase Order. Transportation and related insurance charges shall be itemized and prepaid by Vendor and considered reimbursable charges and subject to the terms set forth below. No additional charges of any kind will be allowed without the prior written approval of 3DS. All reimbursable charges must be preapproved by 3DS and billed at cost.
4. Title and Intellectual Property Rights. A. Title and risk of loss shall pass to 3DS upon receipt of conforming Purchased Items at 3DS’ shipping address. If 3DS is purchasing on behalf of its customer, 3DS shall have the right to sell and transfer the Purchased Items to its customer. B. Upon receipt of final payment for the Purchased Items rendered by Vendor under this Agreement, 3DS shall have good and marketable title to the Purchased Items, including the technical notes, and tangible and intangible (including inventions) deliverables, whether in the nature of Goods, Services or any work product resulting therefrom (“Deliverables”), required to be delivered under the Purchase Order. All Deliverables shall be defined as “works for hire.” Vendor hereby assigns to 3DS (i) all right, title and interest, including without limitation any copyright, mask work, patent, trade secret, trademark (including the goodwill associated therewith) and other intellectual property rights in and to Deliverables, and (ii) the entire, exclusive, perpetual, worldwide, fully paid-up, rights of exploitation and use of all or part of the Deliverables. This includes, but it is not limited to, the rights and license on any media and for any purpose (i) to use, execute, reproduce, represent, adapt, translate, display, perform, lease, sell or otherwise transfer, port, modify, correct, broadcast by any means, integrate, maintain, and arrange the Deliverables, and/or (ii) to make available on the market, distribute, and sublicense, authorize any third party to do any of the aforementioned acts. Vendor shall also provide reasonable assistance to perfect 3DS’ rights and title to such Deliverables, at 3DS’s request and expense. To the extent that any Deliverable contains any material or intellectual property rights not first developed by Vendor in the course of performing Services hereunder (“Background Materials”), Vendor shall clearly identify all such Background Materials to 3DS prior to the delivery of the Deliverables and all intellectual property rights shall remain with the Vendor; however Vendor grants to 3DS under any and all intellectual property rights a nonexclusive, irrevocable, royalty free, and worldwide license to use all Background Material including, without limitation, the right to make, have made, sell, offer for sale, rent, lease, import, copy, create derivative works, display, perform, and distribute the Background Material. Vendor warrants that it has good and marketable title to the Background Materials and Deliverables and that it shall not incorporate into any Deliverable any material that would infringe any copyright, trade secret, trademark, patent or other intellectual property rights of any person or entity.
5. Shipping, Packaging and Packing. Vendor shall ship all Goods via carrier of Vendor’s choice. All Goods purchased hereunder must be packed and packaged to ensure their safe delivery in accordance with good commercial practice. Vendor shall mark on containers handling and loading instructions, shipping information, Purchase Order number, shipment date and names and address of Vendor and 3DS. An itemized packing list together with a copy of the original freight bill must accompany each shipment.
6. Delivery. TIME IS OF THE ESSENCE FOR THE DELIVERY OF ALL PURCHASED ITEMS UNDER THIS AGREEMENT. Vendor shall not deliver Goods ahead of schedule without prior written authorization of 3DS. 3DS shall have the right to cancel any Purchase Order without liability if the delivery is delayed more than twenty (20) calendar days. 3DS may postpone delivery of any Goods without liability.
7. Changes, Additions, and Deletions. 3DS shall have the right, by written notice to Vendor, to modify this Purchase Order. Should the modification cause a change in the price, quantity or scope of the Purchased Items or in the time required for performance, then an appropriate and mutually agreeable adjustment may be made; provided, however, that any claim by the Vendor must be made in writing within fifteen (15) calendar days from the receipt by 3DS of Vendor’s notice of acceptance of change.
8. Inspection and Acceptance. A. All Goods are subject to inspection and acceptance by 3DS at 3DS’ designated facility. All Goods shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) calendar days of delivery of Goods at 3DS’ designated facility. Failure by 3DS to inspect and accept or reject Goods shall not relieve Vendor from its warranty responsibility. If 3DS rejects any or all of the Goods 3DS, at its sole discretion: (i) may return such rejected Goods and receive a full refund of any payments made; or (ii) require Vendor to repair or replace the rejected Goods within fifteen (15) calendar days of the date said Goods are returned to Vendor. Vendor shall be responsible for transportation and insurance costs (both ways) for those Goods returned to Vendor. Any Goods repaired or replaced shall also be subject to all the provisions of this Section 7 to the same extent as the Goods initially furnished. B. All Services (including Deliverables) are subject to acceptance by 3DS. Services (including Deliverables) shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) days after delivery of the Services to 3DS. For those rejected Services or Deliverables, Vendor, at 3DS’ option, shall either remedy those nonconforming portions or credit 3DS for the value of the nonconforming Services and/or Deliverables. Failure by 3DS to accept or reject Services and/or Deliverables shall not relieve Vendor from its warranty responsibility.
9. Payment Terms; Taxes and Duties. A. 3DS shall pay for Purchased Items within sixty (60) days after receipt of invoice and delivery and acceptance of the goods or complete performance of the services, unless otherwise set forth on the face of this Purchase Order. B. Prices set forth in the Purchase Orders are exclusive of applicable sales, use, excise, value added or similar taxes, unless expressly identified as such. 3DS will pay as a separate item the gross amount of any such taxes, appropriately identified, but not including income tax. C. In lieu of 3DS paying any of the taxes set forth above, 3DS may furnish Vendor with a tax exemption certificate.
10. Warranty. A. In addition to any other express or implied warranties, Vendor warrants that the Purchased Items, furnished pursuant to the Purchase Orders shall be: (a) free from liens and encumbrances and any other defects in title; and (b) meet or exceed the standards required by all applicable laws and regulations; and (c) for a period of ninety (90) calendar days following 3DS’ acceptance, conform to the specifications, drawings, samples, symbols or other description specified by 3DS, and (d) be new (subject to the inclusion of Background Materials as permitted herein) and free from defects in design, material and workmanship. Notwithstanding the foregoing, if Vendor is not the manufacturer of Goods delivered pursuant to this Agreement, Vendor hereby assigns to 3DS all warranties and

related remedy rights Vendor may have or obtain under its agreement with the manufacturer of the Goods delivered. Vendor shall also be responsible for work performed by any of Vendor's subcontractors in delivering the Purchased Items and shall require any subcontractor to comply with the terms set forth herein.

B. In addition to any other express or implied warranties, Vendor warrants that any Services furnished pursuant to this Agreement shall be performed diligently, timely, professionally, and in accordance with all applicable professional and industry standards and applicable laws and regulations.

11. **Indemnity.** Vendor agrees to indemnify, defend and hold harmless 3DS, its officers, directors, employees, agents, affiliates, and customers (as applicable) against any and all claims, losses, damages, costs and expenses, including reasonable defense costs, arising from any claim or action based on

(i) infringement of the intellectual property rights of any third party by Purchased Items (including Deliverables); (ii) any other acts or omissions of Vendor or its agents or subcontractors; (iii) any claim of product liability in any way relating to the performance or delivery of the Purchased Items under this Agreement; and (iv) any breach of this Agreement by Vendor or (v) breach of any confidential or data privacy and security obligations.

12. **Confidentiality.** Confidential Information means any non-public information, of a confidential nature (regardless of the form) or that a reasonable person knows or reasonably should understand to be confidential, which has been, is or will be disclosed or made available, verbally or in writing, by 3DS and/or any of its Affiliates or on its behalf before, or after the Effective Date, directly or indirectly to Vendor and/or any of its Affiliates, and that includes, without limitation, the existence and/or the content of this Agreement and any information, any technical, industrial, financial and commercial data (including the 3DS Data), trade-secret or know-how relating to discoveries, ideas, inventions, concepts, software, computer programs, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation diagrams, flow charts, research, development, as well as financial data, strategies, sales methods, business plans, current and future projects and in general any information related to finances, costs, prices relating to 3DS or any of its Affiliates. Vendor acknowledges that it has been informed that a specific tool can be made available to him for the transmission of Confidential Information by 3DS and that it shall use this tool for transmission of any Confidential Information of 3DS.

Vendor shall (i) take any necessary measures to protect the Confidential Information; (ii) not disclose, publish or pass on, directly or indirectly, the Confidential Information to third parties (except to the Permitted Recipients), in any form whatsoever, without the prior written agreement of 3DS; and (iii) only use the Confidential Information to the extent necessary for the purposes of carrying out its obligations under this Agreement.

Confidential Information shall be disclosed by Vendor to its Permitted Recipients to the extent that such Permitted Recipient have a demonstrable "need to know" such Confidential Information in order to carry out their tasks under this Agreement, where an "Permitted Recipient" shall mean an employee, contractor, advisor, consultant and/or Affiliate of Vendor. Before any disclosure of Confidential Information to the Permitted Recipient, Vendor must ensure that such Permitted Recipient is required to protect Confidential Information on terms consistent with this Agreement. Vendor accept responsibility for each Permitted Recipient's use of Confidential Information. Vendor will keep records as to whom it has disclosed such Confidential Information and as to when the Confidential Information was made available. The Confidential Information shall be disclosed by Vendor if it is required to do so by law and/or to comply with a court order or other government demand that has the force of law. In such case, when possible, Vendor shall give 3DS prompt prior notice to provide 3DS a reasonable chance to seek a protective order. In any case, Vendor shall only disclose the portion of the Confidential Information which is legally necessary or appropriate in the light of all circumstances and seek to obtain confidential treatment for any information required to be disclosed.

Vendor shall return the Confidential Information to 3DS or destroy the Confidential Information (i) as soon as the purpose for which the Confidential Information has been disclosed is achieved, (ii) at any time on written request from 3DS, and in any case, if (i) or (ii) did not occur, Vendor shall destroy all the remaining Confidential Information within thirty (30) days following the date of expiry or termination of the Agreement. Upon request, Vendor shall provide 3DS with a declaration signed by a duly authorized representative certifying that all Confidential Information has been duly destroyed.

Vendor shall take all measures to prevent access to Confidential Information by third parties and prevent the loss of Confidential Information. Those measures must be at least as protective as those Vendor takes to protect its own Confidential Information, but in no case less than reasonable care. Vendor agrees to notify 3DS immediately upon discovery of any unauthorized use, disclosure and/or loss of Confidential Information and to cooperate with 3DS to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

13. **Cybersecurity.** 3DS Data means the data and/or databases (including 3DS Personal Data and Confidential Information) communicated, provided and/or made accessible, directly or indirectly, by any means (including via the Products or Services) to Vendor by 3DS, an Affiliate, any user and/or any person on their behalf in the course of the performance of this Agreement. During the performance of the Agreement, and as long as Vendor processes 3DS Data, Vendor undertakes to implement appropriate physical, technical and organizational safeguards in accordance with industry best practices such as ISO/IEC 27001, NIST SP800-53 or SOC 2 type 2, to ensure the security of the Products or Services and the 3DS Data in all of its components (availability, integrity, confidentiality). Such safeguards shall include but not limited to, the following:

- In case of Security Incident (means any actual or reasonably suspected : (i) unauthorized use, alteration, disclosure or theft of or access to 3DS Data managed or controlled by or otherwise in the possession of Vendor; (ii) accidental or unlawful destruction of 3DS Data managed or controlled by Vendor; (iii) loss of 3DS Data controlled or managed by Vendor; or (iv) digital or physical security breach affecting the availability of the Services or Products (v) if applicable, unauthorized access of 3DS systems, including without limitation, any of the foregoing described in the (i) to (v) caused by or resulting from a failure, lack or inadequacy of security measures of Vendor), Vendor shall notify 3DS without undue delay and in all cases no more than within 48 hours after discovering or being informed of the Security Incident, by sending an email to security@outscale.com. In addition, Vendor shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Incident. Upon 3DS request Vendor shall provide 3DS with the result of the investigation including the forensics report related to this Security Incident.

- Vendor shall notify to 3DS by sending an email to security@outscale.com, as soon as it becomes aware of them, all critical vulnerabilities (CVSS  $\geq$  9) affecting the Services or the Products.

- Vendor shall communicate to 3DS and maintain operational, during the Agreement, a cybersecurity generic email address.

- Vendor shall guaranty that prior to the execution of the Services his staff members have attended a cybersecurity training compliant with the state of the art in such matter, including but not limited to regarding the current threats, computer security practices and social engineering.

- Vendor shall keep its staff members well trained on this topic during the term of the Agreement and ensure that potential subcontractors have received the same level of training on this topic as well. Upon termination or expiry of the Agreement, Vendor shall promptly return to 3DS in a readable format all 3DS Data in its possession or control and shall delete all existing copies including backups without undue delay.

- Vendor shall perform background checks on its staff members prior to their hiring.

14. **Termination.** A. *General.* Either party may terminate this Agreement effective immediately and without liability by written notice to the other if any one of the following events occur: (i) the other files a voluntary petition in bankruptcy or is adjudged a bankrupt; (ii) a court assumes jurisdiction over the assets of the other party under a federal reorganization act; (iii) the other becomes insolvent or suspends business or makes an assignment for the benefit of its creditors or (iv) breach of confidentiality.

B. *Termination for Convenience.* 3DS reserves the right to cancel a Purchase Order or any part thereof, or terminate this Agreement, which cancellation or termination shall be effective upon one week's prior written notice to Vendor. Upon receipt of such notice, Vendor shall immediately stop all work being performed in connection with the terminated Purchase Order. 3DS' sole responsibility to Vendor shall be to pay the agreed price for such (a) Goods that have been satisfactorily delivered or (b) Services that have been satisfactorily performed and (c) any partially completed customized Goods and Services existing as of the date of cancellation. No allowance shall be made to Vendor for any overhead or anticipated profit for undelivered Purchased Items. 3DS'

maximum liability on account thereof shall be the agreed price for the Purchased Items as set forth in paragraph 2 above, and Vendor shall deliver to 3DS any inventory paid for by 3DS pursuant to the terms herein. Payment as provided for herein shall constitute 3DS' entire liability in the event of any such cancellation or termination.

C. *Termination for Cause.* 3DS may terminate any Purchase Order for default by providing five (5) calendar days' prior written notice to the Vendor unless the Vendor cures such default within said five (5) day period. Upon termination, Vendor shall provide 3DS all Purchased Items existing as of the termination date and 3DS shall pay Vendor for those Purchased Items satisfactorily performed or delivered as of the date of termination.

D. *Survival of Certain Clauses.* The obligations under Sections 4, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

15. *Data Privacy.* Vendor warrants that to the extent Vendor maintains, acquires, discloses, uses, or has access to any Personal Data as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, §6809(4), and "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103, Vendor shall comply with all applicable data privacy and security laws, which include without limitation any federal, state, regional, territorial or local rules, laws, statutes or regulations governing the privacy and security of Personal Identifiable Information, social security numbers and the security breach notification requirements and procedures. Such rules, laws, codes and regulations shall include, but not be limited to those set forth in the Massachusetts Office of Consumer Affairs and Business Regulation Standards for the Protection of Personal Information, 201 CMR 17.00, HIPAA and HITECH. Furthermore, if Vendor receives any information relating to natural persons located outside of the U.S. and which can individually or collectively lead directly or indirectly to identifying such individual ("Non US Personal Data"), Vendor agrees to abide by the provisions of the relevant data privacy laws applicable to such Non US Personal Data, including, but not limited to, the European Union's European General Data Protection Regulation 2016/679 ("GDPR") and any amendments thereto. In particular, Vendor undertakes to provide at least the same level of privacy protection as is required under the relevant principles of the applicable data privacy law. All capitalized terms related to the GDPR shall have the same meaning as set forth in the European Union's European General Data Protection Regulation 2016/679. With respect to the GDPR, Vendor is appointed as Processor, and shall process any Personal Data provided by Company and/or any for the sole purposes described in this Agreement and in accordance with all applicable data protection laws. (For purposes of this Agreement Personal Data and Non US Personal Data shall be collectively referred to as "Personal Data").

Vendor represents and warrants that it shall (i) use the Personal Data exclusively to supply the 3DS and/or perform the Services under this Agreement and pursuant to 3DS' instructions, (ii) not disclose Personal Data to any third party, for free or for consideration, (iii) not transfer Personal Data to a country which does not provide an adequate protection as defined by applicable law (including without limitation the Directive), unless prior appropriate protection measures have been taken, (iv) implement all technical and organizational measures to protect Personal Data against any accidental or unlawful destruction, accidental loss, unauthorized alteration, communication or access, (v) immediately report to 3DS, upon its occurrence, any unauthorized access, disclosure, use, modification or destruction of Personal Data, (vi) cooperate with 3DS (or its representatives) so that 3DS may carry out an audit in order to assess Vendor's compliance with its obligations as set forth herein above, and provide 3DS with all useful information relating thereto, (vii) inform its employees involved in the performance of the Services and/or the supply of the Goods under this Agreement of such obligations and ensure that these employees comply with the said obligations, and (viii) within fifteen (15) calendar days after Vendor's performance and final acceptance of the Services and/or supply of the Goods, destroy all Personal Data and provide 3DS with a certification of such destruction within three (3) calendar days following such destruction. Vendor shall notify 3DS in writing immediately if Vendor is no longer in compliance with any data privacy and security laws or there is a security breach and/or disclosure of and to Personal Data or other Confidential Information. Vendor shall comply with provisions equivalent to those of the Dassault Systèmes Human Resource Data Privacy Policy which is accessible at <https://careers.3ds.com/privacy-policy-for-applicants/>

#### 16. *Miscellaneous.*

A. *Entire Agreement.* This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

B. *Modification/Waiver.* No waiver, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by each of the parties hereto. 3DS' failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No remedy referred to in this Agreement is intended to be exclusive.

C. *Assignment.* Except as specifically set forth herein, Vendor shall not assign this Agreement or any of its rights or delegate any of its duties hereunder, in whole or in part, to any third party, without the prior written consent of 3DS. Any attempt to assign by Vendor contrary to the terms of this Agreement shall be void. 3DS may assign this Agreement to any party that is affiliated with 3DS through direct or indirect majority ownership or control, and to any party that acquires all or substantially all of the business for which Purchased Items are ordered by 3DS hereunder. Notwithstanding the foregoing to the contrary, Vendor shall be responsible for the performance of its Subcontractors.

D. *Prohibitions on Gratuities.* Vendor warrants that it has not and will not offer or give, to any employee or agent of 3DS, any gratuity with a view toward securing any business from 3DS or influencing such person with respect to the terms, conditions, or performance of any Purchase Order from 3DS. Any breach of this warranty shall be a material breach of this Agreement and cause for immediate termination.

E. *Applicable Law.* This Agreement shall be governed by and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws, and the parties irrevocably waive all rights to trial by jury for any such litigation between them. The parties hereby expressly exclude the application of the United Nations Convention on the International Sale of Goods.

F. *Notices.* Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (i) personally delivered, (ii) sent by Federal Express or other nationally recognized express courier service or (iii) sent by facsimile if further documented by a notice sent in accordance with sections (i) or (ii) above. Any notices given hereunder shall be addressed to the other party at the address shown on the face of the Purchase Order and shall be effective on actual receipt.

G. *Force Majeure.* Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, or judicial action.

H. *Limitation of Liability.* IN NO EVENT SHALL 3DS BE LIABLE TO VENDOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA IN ANY WAY ARISING OUT OF THIS AGREEMENT OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT AND WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL 3DS' AGGREGATE LIABILITY TO VENDOR EXCEED THE CONTRACT SUM FOR THE PURCHASED ITEMS WHICH ARE THE SUBJECT OF THE CLAIM.

I. *Independence of the Parties.* Nothing contained herein shall be deemed to authorize or empower either party to act as agent for the other party or to conduct business in the name of such other party. Nothing contained herein shall be deemed to create between the parties a joint-venture or partnership. Personnel provided by Vendor to perform Services will not for any purpose be considered employees of 3DS. Vendor will be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes, and Vendor is solely responsible for complying with applicable laws and regulations, including United States Federal Government immigration and visa requirements that allow Vendor personnel to perform Services. Federal

requirements include the Immigration Reform and Control Act of 1986 and regulations thereunder, which require employers to verify the eligibility of individuals for employment. There is no direct or implied involvement or responsibility of 3DS in the management of Vendor's employees' immigration or visa status. Where applicable, the Equal Opportunity Clauses at 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference, as are the "Employee Notice" provisions of 29 CFR 471, Appendix A to Subpart A. **Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-3-00.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors (vendors) and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

*J. Social responsibility and anti-bribery.* Vendor hereby represents and warrants that it has been informed of the "Sustainable Charter with Suppliers", available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing, Vendor acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, Vendor shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by Vendor in connection with the performance of this Agreement. Vendor shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. Vendor agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these commitments. In the event of non-compliance by Vendor with any of those commitments, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and Vendor shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. Vendor shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: [3DS.Suppliers-Mediator@3ds.com](mailto:3DS.Suppliers-Mediator@3ds.com).

*K. Insurance.* Vendor warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability, auto, and errors and omissions and technology errors and omissions coverage including without limitation network security and data breach, and if applicable, professional liability insurance covering all of its Vendor personnel and Services. All said policies shall be in amounts and with insurers reasonably acceptable to the 3DS and, if 3DS so requests, 3DS shall be listed as an additional named insured and/or as an additional loss-payee under such policies. In no event shall Vendor carry any such insurance in amounts or with coverage less advantageous than is generally accepted among reputable businesses in Vendor's industry. In no event shall Vendor commence work without having the applicable insurance in place. Vendor shall, at 3DS's request, furnish 3DS with a certificate of Vendor's insurance. In no event shall the liability of Vendor, its agents or its Subcontractors be limited to the extent of any of the minimum limits of insurance required under this section.

*L. Non-exclusivity.* The parties shall be and remain free to enter into similar agreements with third parties.

*M. Audit.* Throughout the term of this Agreement and for three years thereafter, Vendor shall reasonably cooperate with 3DS and will provide 3DS with access to all necessary books and records maintained by Vendor relating to the provision of Purchased Items so that 3DS (or such independent third parties as 3DS shall appoint) may perform audits (including evaluation of Services and Deliverables), no less than once per year. 3DS agrees that any such audit shall be conducted during normal business hours and only with prior written notice to Vendor of at least ten (10) business days.

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