DASSAULT SYSTEMES (3DS') – PROCUREMENT GENERAL TERMS AND CONDITIONS

1. Agreement. The agreement between the supplier (the "Supplier") and 3DS, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order (the "Order") to which they are attached and, if applicable, the description of the Services and/or Products duly signed and referenced in the Order (the "Description"). The Agreement shall take effect on the sooner of (i) the purchase order date indicated in the Order, or (ii) the date the Order is sent by 3DS to Supplier ("Effective Date").

2. 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.

3. Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. If the Supplier raises any issues on the Order, 3DS may edit a new Order so as to correct the said issues.

4. 3DS. 3DS shall mean Dassault Systèmes Italia S.r.l. with its principal place of business located at Via San Bovio, 3, Segreen Business Park, 20054 Segrate (MI), Italy. law or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than fifty percent (50%) of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

5. 3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and to pay the agreed price with respect thereto.

6. Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations, as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS' sites.

7. Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement or a document signed by 3DS. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a justified refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Unless otherwise agreed by the parties in the process of acceptance, Products and/or Services shall be considered accepted ten (10) business days after the Effective Date. In addition, the Supplier and 3DS agree that a lack of the inspection of the Products and/or Services by 3DS at the time and in the manner customary for similar products and/or services does not eliminate (abolish) 3DS' rights under the warranty.

8. Transfer of Title. The title and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or relevant deliverables under any Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

9. Intellectual Property. In consideration of the price and unless otherwise stipulated in the Order, Supplier shall assign and does hereby assign to 3DS, as and when they are created and on an exclusive basis, all intellectual property rights attached to the Products and to the deliverables of the Services provided, for the legal duration of the assigned intellectual property rights (including any legal extension thereof) and for the entire world. The assigned rights include without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Products and the deliverables of the Services, on all media, by all means and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue, and all media, both for their original purpose and for any derived or different use. As an exception, for any standard software not specific to 3DS included in the Order, the Supplier grants to 3DS, for the legal duration of copyrights, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make, access, install the number of copies necessary (including for backup purposes), translate and to use the software and its technical and functional documentation in accordance with the Agreement and said documentation.

10. Warranties. In addition to the warranties granted by law and to any other warranties provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly, materials and/or operation for a period of twelve (12) months from the acceptance of the Products and/or Services. At 3DS' request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

11. Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are (a) all-inclusive, fixed and final, (b) exclusive of taxes and (c) cover any preapproved expenses, including travel and accommodation expenses, necessary for the performance of the Agreement. Parties expressly agree to exclude application of any statutory or legal mechanism that could lead to change of prices in the event of an unforeseeable change of circumstances occurring after the conclusion of the Agreement and making the performance of the Agreement excessively onerous for one of the parties including but not limited to the doctrine of unforeseen circumstances; (ii) invoices shall be issued upon 3DS acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within seventy-two (72) hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued

invoices shall be paid by 3DS by wire transfer to the specified bank account in accordance with the payment terms mentioned in the Order. In the event of late payment of a validly issued invoice, Supplier may issue another invoice for (i) late payment interest, on the overdue amount at the statutory minimum interest rate if mandatory by the law governing this Agreement and (ii) if mandatory by such applicable law, fixed recovery compensation at the minimum permitted amount. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

12. Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier shall indemnify 3DS and keeps 3DS indemnified against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly) : (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties. For clarity, any other contractual and/or statutory rights and remedies of 3DS remain unaffected.

13. Confidential Information. Confidential Information means any non-public information, of a confidential nature, regardless of the form, that is designated as “Confidential” 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, on or after the Effective Date, directly or indirectly to Supplier 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, the deliverables), 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. Supplier acknowledges that is has been informed that a specific tool can be made available to it for the transmission of Confidential Information by 3DS and that it shall use this tool for transmission of any Confidential Information of 3DS.
Each Party shall (i) implement technical and organizational measures, in particular the ISO 27001 standard, NIST SP800-53, SOC2 type 2 or CSA STAR frameworks, in accordance with industry best practices to protect the Confidential Information from any Cybersecurity Incident; (ii) not disclose, publish or pass on, directly or indirectly, the Confidential Information to third parties (except to the Permitted Recipient), 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 Supplier to its Permitted Recipients to the extent that such Permitted Recipients have a demonstrable « need to know » such Confidential Information in order to carry out their tasks under this Agreement, where a “Permitted Recipient” shall mean an employee, contractor, advisor, consultant or Affiliate of Supplier. Before any disclosure of Confidential Information to the Permitted Recipient, Supplier must ensure that such Permitted Recipients are required to protect Confidential Information on written terms consistent with this Agreement. The Confidential Information shall be disclosed by Supplier if it is required to do so by law or to comply with a court order or other government demand that has the force of law. In such case, when possible, Supplier required to make such disclosure shall give 3DS prompt prior notice to provide 3DS a reasonable chance to seek a protective order. In any case, Supplier 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. The obligations of confidentiality set forth herein shall be binding for a period of five (5) years from the initial date of disclosure of the relevant Confidential Information.
Supplier shall return the Confidential Information to 3DS or destroy the Confidential Information (i) promptly upon termination or expiration of the applicable Order, (ii) at any time on written request from 3DS, and in any case, if (i) or (ii) did not occur, Supplier shall destroy all the remaining Confidential Information within thirty (30) days following the date of expiry or termination of the Agreement. Upon request, Supplier shall provide 3DS with a declaration signed by a duly authorized representative certifying that all Confidential Information has been duly destroyed.
Supplier agrees to notify 3DS immediately upon discovery of any Cybersecurity Incident affecting Confidential Information and to cooperate with 3DS to help regain control of the Confidential Information and prevent further unauthorized use or disclosure. The Supplier experiencing a Cybersecurity Incident shall provide, upon request, the precise list of Confidential Information impacted.

14. Cybersecurity. 3DS’ Data means the data (including 3DS’ Personal Data and Confidential Information) and/or databases communicated, provided and/or made accessible, directly or indirectly, by any means (including via the Products or Services) to Supplier 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 Supplier processes 3DS’ Data, Supplier 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 Cybersecurity 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 Supplier; (ii) accidental or unlawful destruction of 3DS’ Data managed or controlled by Supplier; (iii) loss of 3DS’ Data controlled or managed by Supplier; 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 Supplier), Supplier shall notify 3DS without undue delay and in all cases no more than within forty-eight (48) hours after discovering or being informed of the Cybersecurity Incident,

by sending an email to 3DS.CSIRT@3ds.com. In addition, Supplier shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Cybersecurity Incident. Upon 3DS request Supplier shall provide 3DS with the result of the investigation including the forensics report related to this Cybersecurity Incident.
- Supplier shall notify to 3DS by sending an email to 3DS.CSIRT@3ds.com, as soon as it becomes aware of them, all critical vulnerabilities (CVSS ≥ 9) affecting the Services or the Products.
- Supplier shall communicate to 3DS and maintain operational, during the Agreement, a cybersecurity generic email address.
- Supplier 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.
- Supplier 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. Until 3DS' Data is returned and deleted by Supplier, Supplier shall keep ensuring the security and confidentiality of 3DS' Data in accordance with this Agreement. In case of mandatory laws applicable to Supplier that prevent Supplier from returning or deleting 3DS' Data, then Supplier warrants that it will keep ensuring the security and confidentiality of 3DS' Data in accordance with this Agreement and only process 3DS' Data it to the extent and for as long as required under that local law.
- Upon termination or expiry of the Agreement, Supplier 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.
- Supplier shall perform background checks on its staff members prior to their hiring.

15. Audit. The Supplier shall retain any and all documents regarding the performance of its obligations under the Agreement. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

16. Data Privacy. All non-defined terms used under this article shall have the meaning set forth in the applicable data protection legislation (including but not limited to the applicable laws of the 3DS entity identified in the Order). If such terms are not defined under the applicable data protection legislation, they shall have the same meaning as their analogous terms under such applicable data protection legislation. In the event there are no such analogous terms then the definitions of those terms under Regulation (EU) 2016/679 (GDPR) shall apply. The Supplier hereby undertakes to comply with the applicable data protection legislation when processing 3DS' Personal Data (as defined below). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall Process any Personal Data provided by 3DS ("3DS' Personal Data") for the sole purpose described in this Agreement. In particular, Supplier shall: (i) assist 3DS in ensuring its compliance with its obligations as Controller, (ii) Process 3DS' Personal Data in accordance with 3DS' instructions, (iii) restrict the disclosure of 3DS' Personal Data to those of its employees who need to Process it and that are bound by appropriate obligation of confidentiality no less stringent than those of the Agreement, (iv) allow for and contribute to audits, including inspections, by 3DS or an auditor mandated or authorized by 3DS, and (v) assist 3DS in answering to Data Subjects' requests relating to the Processing of their Personal Data under this Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS' Personal Data against any accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against any other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Supplier undertakes to notify 3DS without any delay - but in any case, no later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the applicable data protection legislation allowing 3DS to comply with its obligations. Supplier shall not sub-contract any Processing activity performed under this Agreement without 3DS' prior written authorization. Supplier shall submit a request for authorization at least thirty (30) days prior to any intended changes concerning the addition or replacement of any Sub-Processor, together with the information necessary to enable 3DS to decide on the authorization. Supplier shall keep an up-to-date list of the Sub-Processors involved in the Processing of 3DS Personal Data. Supplier shall only transfer 3DS Personal Data to Sub-Processors in compliance with applicable data protection legislation using any protection mechanism recognized by the concerned Supervisory Authority (e.g. standard contractual clauses). For each Sub-Processor, Supplier shall: (i) enter into a written agreement with it which is not less strict than the requirements set out in the applicable data protection legislation and this article, (ii) upon 3DS' request, provide 3DS with a copy of such agreement as well as any agreement signed between its Sub-Processors and onward Sub-Processors (without confidential commercial information not relevant to the requirements of the Agreement), and (iii) before a Sub-Processor or onward Sub-Processor Processes 3DS' Personal Data, carry out adequate due diligence to ensure that such Sub-Processor or onward Sub-Processor is capable of providing the level of protection for 3DS' Personal Data required by the Agreement. Supplier will remain fully liable to 3DS for the acts, errors and omissions of any Sub-Processors it appoints (and any onward Sub-Processors). Supplier shall fully cooperate at all time with 3DS and make available to 3DS or its representatives upon request all the documents relating to Processing of 3DS' Personal Data, including but not limited to, the necessary technical documentation, the risk analyses produced and a detailed list of its security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS' option) promptly destroy or return to 3DS all 3DS' Personal Data in its possession or control and delete all existing copies.

17. Export Compliance. The parties acknowledge and agree that all cooperation between the parties provided in this Agreement and the attendant rights and obligations arising therefrom shall at all times be subject to compliance with all applicable laws, regulations and administrative requirements, including without limitation, export control laws and regulations, and sanctions programs as applicable to each party and/or their respective products and services. In particular, none of the parties shall be held liable under this Agreement in the event a party is prohibited and/or otherwise restricted from providing or delivering any type of product and/or service in order to comply with export control laws and regulations. Either party may terminate or suspend the Agreement or the performance of its obligations under the Agreement, if the performance of the Agreement would cause this party to infringe any export control laws and regulations or to be potentially exposed to any sanctions or penalties by any governmental authority as a result of continued performance.

18. Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the

Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

19. Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the latest applicable version of Incoterm DDP "Delivered Duty Paid".

20. No Partnership and Labor Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law, and Labor security regulation-In accordance to Art. 26 of Italian Law n. 81/2008 concerning health and safety at work and succeed integration and modification related to the risks on the work site (rischi interreferenziali), it is established that the Supplier, even if executed in the 3DS and or on customer site, are only related to intellectual activities. Therefore, the costs of security and safety are zero (0). In case of modification of the technical, logistical or organizational activities that affect the execution of the activities, we will proceed with the update of the cost.

21. Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

22. Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the "3DS 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 the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier 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 the Supplier in connection with the performance of this Agreement. The Supplier 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 article. The Supplier 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 the Supplier with any of those commitments, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier 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. The Supplier 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.

23. Term. The Agreement shall enter into force as of the date the Order is issued and shall remain in force until full performance of the parties' obligations.

24. Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) business days after the receipt of a written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience at any time, by giving ten (10) business days prior written notice. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or deliverables from Services whether or not then complete.

25. Force Majeure. Neither party shall incur any liability in the event of failure to meet its obligations under the terms of the Agreement resulting from an event of force majeure as defined by applicable law and by the case law of the competent jurisdictions. The Supplier shall nevertheless inform 3DS, promptly and in writing, and in any event not later than five (5) calendar days after the occurrence of such force majeure event. The Supplier shall also inform 3DS of the resources and means that it intends to implement in order to limit the effects of such an event on its obligations. However, if the duration of such force majeure event exceeds thirty (30) calendar days 3DS shall be entitled to terminate, in whole or in part, the Services affected by that event of force majeure.

26. Assignment. Any assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS' prior written consent. Any attempt to do so without such consent shall be deemed null and void. Unless otherwise required by mandatory applicable law, 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier. Should consent be required under mandatory applicable law, such consent shall not be unreasonably withheld.

27. Subcontracting. Supplier shall not subcontract the performance of Services, whether in part or in whole, without 3DS' prior specific written authorization. Such authorization shall be sent to 3DS at least thirty (30) days prior to the date to subcontract, together with the information necessary to enable 3DS to decide on the authorization. In any case, (i) Supplier shall be able to keep an up-to-date list of subcontractors

involved in the performance of Services and to provide it to 3DS on request, (ii) Supplier will remain fully liable to 3DS for the acts, errors and omissions of such authorized subcontractors.

28. Entire Agreement. When no 3DS master procurement agreement is signed between the parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its Effective Date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter. It being understood that Supplier's Terms and Conditions of sale shall not apply to the Order, even though the Order refer to a document that contains all or part of such Terms and Conditions of sale, or refer thereto.

29. Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

30. Interpretation. Each of the articles of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

31. Applicable Law and Attribution of Jurisdiction. The Agreement shall be governed by the laws of Italy, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods. (a) Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to 3DS' mediator (hereinafter the "Mediator"). The Mediator's objective is to assist the Parties in finding a solution. The parties agree to use their best efforts to find a just and equitable solution within a time-limit of one (1) month. In the event no such solution is found, unless the parties agree to extend such deadline, the conflict shall be subject to the exclusive jurisdiction of the Court of Milan. (b) Notwithstanding the provisions of section (a) hereinabove, 3DS may for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country.

32. Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS' general terms and conditions of purchase. (v) In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

33. Survival. On termination or expiry of this Agreement for any reason the following articles shall survive in perpetuity: "Confidentiality", "Audit", "Data Privacy", "Liability and Indemnification", "Interpretation", "Applicable Law and Attribution of Jurisdiction" and "Miscellaneous".

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