



Global Terms and Conditions for Purchasing

Document date: July 1st, 2021

1. Purpose and applicability

The purpose of these Global Terms and Conditions for Purchasing (“Global T&Cs”) is to define the general provisions that will govern any purchase of Products and/or Services (as defined hereinafter) by Atos and/or Atos Affiliates for (i) the own use of Atos and/or its Affiliates; (ii) for the use by Atos and/or its Affiliates to provide managed services to Atos Customers or (iii) for resale by Atos (at its sole discretion) directly or indirectly to Atos Customers, including incorporated in any products or services offered by Atos to Atos Customers (“Purpose”).

2. Definitions

- 2.1. The following capitalized terms shall have the meanings set forth below. The plural form of any term defined herein in the singular shall merely express the grammatical plural form of that defined term and vice versa

Acceptance - shall mean the written approval given by a key contact being designated by Atos or given their role reasonably to be considered as such or by an Atos employee

Amendment - shall mean changes to this Agreement by means of a written addendum to the terms and conditions, signed and duly executed by both Parties

Atos Affiliate - refers to any and all companies, firms and legal entities with respect to which now or hereafter Atos, a Société Européenne registered with the Commercial Trade Registry of Pontoise under number B 323 623 603, directly or indirectly holds fifty percent (50%) or more of the nominal value of the issued share capital, or fifty percent (50%) or more of the voting power at general meetings, or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity

Agreement - shall have the meaning as set forth in Section 3.1.

Atos - means any Atos Affiliate as identified in the Purchase Order.

Atos Customer - shall mean any Atos existing or potential customer of Atos that benefits from the service provided by Atos using Products and/or Services or purchase Products and/or Services from Atos.

Deliverables - shall mean the deliverables which may include but will not necessarily be limited to reports, specifications, models, prototypes, drawings, specific developments, documentation, preparatory works, studies, tools and methodologies, IT development modules, programs, interfaces, configurations, diagrams, graphs, maps, data models, computing methods, quality charters, algorithms, architectures, all computer code developed, code documentation and related source files, which may be either electronic or a documentary item and other information and/or materials developed, provided by Supplier and resulting from the Services ordered by Atos.

Delivery Date - shall mean the date or dates at which the Products and/or Services are required to be provided or delivered as specified in the Purchase Order, Specific Terms Agreement or Service Agreement.

Documentation – shall mean user manuals, Products or Services description and other documentation generally provided by Supplier to its customers for Products and/or Services.

Equivalent Products - means similar products provided under more or less similar conditions according to their scope, nature, performance, functionalities, volume and/or duration

Compliance Laws - means applicable national and international laws and regulations relating to corruption, money laundering, terrorism financing, fraud and tax evasion, human rights, competition, export control, national and international sanctions in connection with the performance of the Agreement.

IPR - shall mean any copyright, patent, trade mark, design right, semiconductor topography right, right to extract information from databases, rights in confidential information or trade secrets and all other similar rights anywhere in the world whether or not registered or capable of registration and including applications for registration of any of them

Parties – shall mean Atos and the Supplier and **Party** shall mean one of them

Price - shall mean the price specified in the Purchase Order

Products - shall mean any item(s), including without limitation hardware, Software or appliance, as specified in the Purchase Order, Specific Terms Agreement or Service Agreement and/or Deliverables resulting from the Services ordered, to be manufactured and/or provided by the Supplier pursuant to the Agreement

Purchase Order - means an order for the supply of Products and/or Services expressly described as a 'purchase order' and incorporated by reference the Agreement, and issued by the relevant Atos Affiliate to Supplier

Safety Requirements - means health, safety, fire and environmental requirements whether legislative or otherwise including but not limited to codes of practice, guidance and policies

Services - means the services including but not limited to Support Services to be provided by Supplier pursuant to the Agreement (which will include where appropriate any equipment/materials provided by Supplier to perform the Services)

Service Agreement - means the document executed by Atos and Supplier regarding Services, including service level

Software – means any computer code in binary or human readable form

Special Conditions - means any terms and conditions which amend or are additional to these terms of purchasing, specified in the Purchase Order and/or appended to the Purchase order; and/or agreed upon in a separate agreement ("Specific Terms Agreement")

Support Services - means the hardware maintenance or software support services as further described the Purchase Order, Specific Terms Agreement or the Service Agreement, if any, or in this Agreement

Supplier - shall be the organization or individual named in the Purchase Order responsible for providing the Products and/or Services under the Agreement and including, when relevant, its officers, employees, subcontractors and/or agents engaged in any way in the performance of the Agreement

Trademarks – means all, but not exclusively, the logos, words, sentences, pictures, 3D models, pictograms, holograms or sounds, being filed and/or registered as a Trademark in accordance with the applicable intellectual property laws in the Country of application. For the sake of clarity, Trademarks does not include geographical appellation, domain names. Company name or patronymic name.

3. Contractual Documents

- 3.1. The Agreement is composed of the following contractual documents, by decreasing order of priority:
 - a. A Purchase Order
 - b. A Specific Terms Agreement, if any;
 - c. A Service Agreement, if any;
 - d. These Global T&Cs;
- 3.2. It is agreed between the Parties that a Specific Terms Agreement relating to a specific project or a specific business opportunity may be negotiated between Atos and Supplier, especially in case of a tender for procurement, in order to cover Atos' obligations towards an Atos Customer. Any such Specific Terms Agreement must be mutually agreed upon by the Parties. Supplier has no obligation to accept the terms of any Specific Terms Agreement and is not responsible or liable for any failure to accept such Specific Terms Agreement. However, the parties agree to negotiate in good faith to reflect such customer terms. Any Specific Terms Agreement executed between the Parties before the termination of this Agreement will survive with respect to such Specific Terms Agreement.
- 3.3. In the event of any ambiguity and/or conflict between the terms of the contractual documents listed above, the terms of the document of higher priority will prevail.
- 3.4. Atos may at any time update, modify or withdraw these Global T&Cs. Unless otherwise mutually agreed in writing, the updated or modified version of the Global T&Cs shall be applicable to any new offer and/or Purchase Order but not those already placed prior to the new Global T&Cs issuance. Applicable Global T&Cs shall be available on Atos website and/or at Supplier's request.
- 3.5. Any Purchase Order placed by Atos shall be governed by these T&C. Acceptance by Supplier of any Purchase Order or the provision of Products and/or Services shall be deemed a full acceptance by Supplier of these Global T&Cs. Supplier general terms and conditions are expressly excluded from this contractual relationship (including without limitation in the Supplier's proposal). To the extent that any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of the Agreement. Any deviations from or additions to the provisions of the Agreement shall only apply if explicitly accepted by Atos in writing.

4. Term

The Agreement term is specified in the Service Agreement, Specific Terms Agreement or the Purchase Order.

Obligations which, by their nature, are intended to continue to apply after the end of an Agreement, e.g. obligations in relation to confidentiality, liability and intellectual property rights, will remain in full force after the expiry or termination of such Agreement.

5. Orders

In no event shall Supplier be entitled to require the use of its standard order forms.

Products shall not be delivered and Services shall not be performed by Supplier before or without the issuance of a Purchase Order. Atos shall have no responsibility or liability to Supplier for any Products and/or Services that are provided otherwise than under a duly authorized Purchase Order.

Supplier shall include the Atos Purchase Order number on each invoice and each communication related to that order.

Supplier shall use the Atos order confirmation where provided.

6. Delivery of Products and Services

- 6.1. Supplier undertakes to deliver the Products and/or Services on the Delivery Date. Timely provision is of the essence of the Agreement and Supplier shall notify Atos immediately it becomes aware of any likely delay in such provision. Without prejudice to Atos' other rights, Atos reserves the right to cancel without redress by the Supplier the whole or (at its sole option) the unexecuted part of the Agreement if any of the Products and/or Services due to be delivered under the Agreement is not delivered on the Delivery Date.

Supplier shall deliver the Products and/or Services during Atos normal business hours (unless previously arranged otherwise) to the premises specified in the Purchase Order or elsewhere the Agreement. In case the Purchase Order does not specify any address of delivery, Supplier shall ask Atos in writing to specify such address.

Delivery of Products shall take place Delivery Duty Paid as stated in the Incoterms 2021, unless explicitly agreed otherwise. Partial deliveries shall not be allowed without the prior written permission of Atos. For the sake of clarity and avoidance of doubts "partial deliveries" shall mean the delivery of the Products purchased through one Purchase Order (i) in several times or (ii) to different addresses

The risks of loss in the Products shall remain with Supplier until full delivery and Acceptance has taken place.

7. Acceptance

Where any Products are found by Atos upon delivery or collection or subsequently, not to conform with the Agreement, Atos may accept or reject the whole or any part thereof and if rejected, without prejudice to any other remedy available to Atos under this Agreement or at law, may return the Products (if possible) to Supplier at Supplier's own risk and expense and promptly recover any sums paid for the rejected part.

Signed delivery dockets shall be understood as the confirmation of reception of the Products only.

Any partial acceptance shall be subject to explicit agreement between Atos and Supplier. The operative use of the Products or Services shall not be deemed to constitute Acceptance. Acceptance of delivery and transfer of title shall not prejudice Atos' rights to reject or otherwise seek remedies under this Agreement.

8. Use - resale

The Products and/or Services are (i) for the own use of Atos and/or its Affiliates; (ii) for use by Atos and/or its Affiliates for the purpose of providing managed services to Atos Customers and/or (iii) for resale by Atos (at its sole discretion) directly or indirectly to Atos Customers. The Products and/or Services may be incorporated in any products or services offered by Atos to Atos Customers. Supplier agrees not to make any claim for royalties or other additional compensation from Atos by reason of or connected with such use or re-sale and represents and warrants that Atos will be able to transfer good title to Atos Customer. Atos shall be entitled to assign user rights pertaining to Products and/or Services supplied by Supplier to any Atos Affiliate and/or subcontractors of Atos in any event. In addition, Atos shall be entitled to use such Products and/or Services for the delivery of services to Atos Customers and to transfer any Products and/or Services (including but not limited to licenses) to Atos Customers (or any service provider designated by Atos Customers) in the event the agreement between Atos and Atos Customer is (in whole or in part) terminated for whatever reason.

9. Price

- 9.1. In consideration of receipt of the Products provided under the Agreement and a valid invoice issued in accordance with Section 11.1 below, Atos shall pay to Supplier the Price exclusive of VAT (which if applicable shall be applied at the appropriate rate).

The Price shall include without limitation packing, insurance, delivery, installation, commissioning and all expenses incurred by the Supplier.

- 9.2. In the event less or more Services are required Atos shall at all times be entitled to change the Purchase Order. In such event the agreed Price and other costs or cost savings shall be changed accordingly, unless explicitly agreed otherwise. Workout of scope Services shall only be allowed and invoiced in the event Atos has approved such out of scope Services by issuing a separate Purchase Order.

10. Invoicing and Payment

- 10.1. The ordering and invoicing process shall be performed through the online management services provided by Ariba. This requires Supplier to have directly registered for membership with Ariba for Supplier to be able to use its services. Supplier declares that it shall adhere to this requirement. Supplier declares that it accepts that such membership shall constitute an indispensable prerequisite for competing in any call for tender and for concluding any contract with Atos in order to allow for orders to be issued and invoices properly processed for their payment. Adherence with Ariba membership and processes shall not constitute or be intended to establish any legally binding contractual obligation towards Atos nor other form of relationship with Atos.

- 10.2. Supplier shall submit a valid invoice for the whole or any part of the Price to Atos at the address specified in the Purchase Order quoting the relevant Specific Terms Agreement, Service Agreement and/or Purchase Order number and Atos contact name. Each invoice shall comply with the applicable fiscal requirements (e.g. VAT registration number).

Supplier shall always invoice in the same currency as stated on Atos Purchase Order.

Unless otherwise specified in the Purchase Order, Supplier shall not be entitled to submit an invoice to Atos unless it has delivered the entire Products and/or Services and Atos has accepted that Products and/or Services in accordance with the Agreement.

10.3. Atos shall pay for the Products and/or Services within sixty (60) days from the date of the invoice or the maximum payment term authorized by the applicable law if lesser and according to the relevant Purchase Order.

Payment shall not be deemed as an acceptance of the Products and/or Services by Atos.

Without prejudice to any rights or remedies they may have under this Agreement or at law, Atos or its Affiliates shall have the right to dispute any charge contained in any invoice or any invoiced Services which in whole or in part have not been provided in accordance with the Agreement, a Specific Terms Agreement or a Service Agreement. In the event of any such dispute, Atos shall have the right to withhold the disputed amount from any payment otherwise due hereunder, without interest accruing thereupon. The payment of an invoice shall not preclude or affect Atos' right to dispute any charge made. Upon notice of such dispute, Supplier will either furnish Atos with satisfactory proof as to the disputed charge or modify or withdraw such charge from the invoice.

Without prejudice to any rights or remedies they may have, Atos and Atos Affiliates reserve the right to set off any amount owing at any time by Supplier against any amount payable by Atos/Atos Affiliates to Supplier under this Agreement.

10.4. In the event a compliant and undisputed invoice is not paid on time by Atos, Supplier may, as sole and exclusive remedy for delay of payment, charge a late-payment interest on the due and reminded amounts, of three (3) times the French annual legal interest rate or the then current late payment interest rate applicable by law, whichever is the lowest.

11. Tax

VAT will be applied to each invoice at the appropriate rate specified by the country of invoicing at the time of the signature of the Agreement.

Any and all taxes, charges and other duties (hereinafter "Taxes") excluding VAT imposed on Supplier with respect to any payments to be made by Atos Affiliate(s) to Supplier under this Agreement shall be borne and paid by Supplier.

12. Warranties and Representations

12.1. Supplier undertakes, warrants and represents that:

- except as otherwise agreed, prior to performance of the Agreement, it shall obtain all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the Products and Services as are required in order for Supplier to perform the Agreement;
- all Products are free from defects, fit for the purpose for which they are supplied and, where relevant, are of satisfactory quality, good construction, suitable and sound material and adequate strength, have been tested prior to delivery and conform as to quantity, quality and description to that stated in the Purchase Order;
- it is competent to fulfil its obligations under the Agreement (which includes having relevant experience, training and/or qualifications) and shall use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Products and Services;
- it shall discharge its obligations under the Agreement in a timely and professional manner;
- it holds any license, permit and/or certificate required by law for the performance of the Agreement;
- where the Supplier operates to an ISO9000 or other similar accreditation system, the Products shall be manufactured and/or supplied according to the requirements of that quality system;

- it and the Products and Services shall comply with all current relevant laws and regulations;
- it has the right to enter into and perform the terms of the Agreement;
- no claim, lien or action exists or is threatened against the Supplier that would interfere with Atos's rights under the Agreement;
- the Products and Services do not infringe any rights of a third party;

12.2. Supplier acknowledges and agrees that it is of paramount importance that the Products and Services conform strictly to the Agreement. Supplier hereby acknowledges that any breach by it of the Agreement may occasion further loss or expense to Atos in connection with the performance of any contract with its customers.

13. Support and Maintenance

Supplier shall provide Support Services in accordance with the Purchase Order, Specific Terms Agreement or the Service Agreement, if any, which shall state:

- the Assets and their configurations that are to be maintained;
- the description of Maintenance Services subscribed by Atos or Atos Customer (Break-Fix, Software upgrades or fixes, Firmware upgrades or fixes etc.);
- the level of services, including SLA's and any associated penalties provided for the Products as chosen by Atos or Atos Customer.

Under the Support Services, Supplier shall provide corrective maintenance and/or preventive maintenance of Assets according to procedures stated in the Service Agreement or Specific Terms Agreement. The Supplier will maintain all relevant Asset databases and issue updates to Atos upon request.

Under the Support Services, Supplier shall provide corrective software maintenance through applying a patch provided at Atos's request or through an update of the current version of Software Product, provided by Supplier to its customers in accordance with the Support Services.

The Support and Maintenance Services for the Products shall be provided for the period of time as specified in the Agreement.

The Supplier will adhere to all Data Centre and Security processes in place by Atos or it's customer's at the supported locations.

14. Subcontractors

Supplier shall not subcontract or otherwise arrange for another company to perform any part of the Agreement without the prior written consent of Atos. In any event, Atos shall at all times have the right to know the identity of any sub-contractor to whom Supplier wishes to subcontract part(s) of the Agreement, and have the right to refuse to give its consent thereto. In the event Atos consents to subcontracting, the services subcontracted by Supplier shall be carried out under Supplier's responsibility and Supplier shall not be relieved of any of its liabilities or obligations under the Agreement. Supplier shall be liable to Atos for the acts, defaults and neglects of any sub-contractor or any employee or consultant of the sub-contractor as if these were acts, defaults or neglects of Supplier. Supplier shall ensure that each sub-contractor approved by Atos is aware of all the terms of the Agreement relevant to the sub- contractors' part in the performance thereof.

15. Confidentiality and Personal Data

15.1. Except to the extent required for the purposes of performing its obligations under the Agreement, each Party will not use and/or make available at any time during or after the

Agreement to any third party any Confidential Information which is disclosed or otherwise is in its possession under or in respect of the Agreement, including the Agreement and its subject matter and Customer Data, and excludes information the receiving party can demonstrate:

- Is or becomes publicly available prior to, or after disclosure thereof and in such case through no breach of this Agreement by the Receiving Party and/or Recipients; or
- Was previously known at the time of this Agreement by the Receiving Party or the Recipients free of any obligation to keep confidential and without breach of any agreement with the Disclosing Party; or
- Is lawfully received from third party without restrictions on use or disclosure known to the Receiving Party or Recipient; or
- Is independently developed by the Receiving Party, provided that the Receiving Party can show that such development was performed by or on behalf of the Receiving Party without the use of or any reference to the Confidential Information; or
- Is approved for release or use without restriction by a prior written consent of an authorized representative of the Disclosing Party.

For the specific purpose of the Agreement and without being limited thereto "Confidential Information" shall include the following information : designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), Atos names and other information related to Atos, pricing policies, and financial information, which Confidential Information is designated in writing to be confidential, is disclosed in circumstances of confidence, or would be understood by Supplier, exercising reasonable business judgment, to be confidential.

In particular, Supplier shall not, without the prior written approval of Atos, disclose Atos' Confidential Information nor shall Supplier access any data stored on the servers or storage middles.

Notwithstanding the foregoing, each Party may disclose information to its employees, professional advisors, agents and subcontractors solely on a need-to-know basis provided that this Party procures that the person to whom such disclosure is made complies with the obligations under this Section as if it were a party to the Agreement.

Upon termination of the Agreement, each receiving Party undertakes either to return to the disclosing Party all Confidential Information or to destroy it, as well as any copies thereof. The receiving Party shall advise its Affiliates accordingly and shall confirm in writing such destruction or return of the Confidential Information as well as any copies thereof to the disclosing Party within thirty (30) calendar days after receipt of the disclosing Party's request.

This Section shall remain effective during five (5) years after the Agreement termination.

The Parties acknowledge that the disclosure of any confidential information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured Party does not have an adequate remedy at law. Accordingly, either Party may seek injunctive relief against the breach or threatened breach of any of the undertakings herein regarding confidentiality, in addition to any other legal remedies that may be available.

15.2. Personal Data

15.2.1 Supplier will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Atos and/or Atos' Customer data, as provided for under this Agreement. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Atos and/or Atos' Customer data by Supplier or approved subcontractor personnel except (a) to fulfil its obligations under the Agreement and prevent or address service or technical problems, (b) as compelled by law in accordance with the provisions of this Agreement, or (c) as expressly permitted in writing by Atos.

To the extent that Supplier processes any Personal Data (as defined in the EU General Data Protection Regulation 2016/679 "GDPR") on Atos' behalf, within the scope of rendering of the obligations under the Agreement, Parties shall enter into the Atos Data Processing Addendum (the "DPA") to define the terms for the processing of such data. Supplier shall not process any Personal Data on Atos' behalf without the signature of the DPA.

15.2.2 Upon termination of the Agreement, or when it ends (for any reason whatsoever), Supplier shall immediately cease any processing of Personal Data and, in accordance with Atos' instructions, shall return such data by any appropriate means agreed with Atos and/or delete, destroy or otherwise erase from all its systems any Personal Data no later than two (2) weeks after termination or end of this Agreement and provide a statement confirming such deletion, destruction or erasure has been effected.

16. Liability

16.1. Supplier shall be liable towards Atos and Atos Affiliates for damages caused by Supplier's performance or non-performance under this Agreement.

16.2. Except for damages for bodily injury death or breach to Personal Data obligations and for any other claim which cannot be excluded by the local law applicable to the Agreement or the relevant Order:

(1) Atos International's or Atos Affiliates, total aggregate liability is limited to the global amount paid in aggregate by Atos during the last twelve (12) months preceding and including the last Order and

(2) Neither Atos International, nor its ultimate parent company, nor Atos Affiliates shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the Products, whether or not such party has been advised of the possibility of such damages.

16.3. For the sake of clarity, Parties acknowledge that Atos International and each of its Affiliates shall not be severally and jointly liable.

17. Insurance

17.1. Without prejudice to its obligations to Atos or Atos Affiliates, Supplier shall, at its own cost and expense, acquire and maintain during the Term and for three (3) years following the termination or expiration of this Agreement, sufficient insurance with a reputable insurance company to adequately protect the respective interests of the Parties, including Supplier's liability and indemnity obligations, any specific insurance stated in a Specific Agreement or Statement of Work, and any other insurances as may be required by applicable Law (together the "Insurances").

- 17.2. Supplier shall provide Atos with an insurance certificate giving details of the insurance cover at any time on request by Atos, but failure to comply with these insurance requirements will not relieve Supplier/Supplier's Affiliates of its/their liabilities and obligations under this Section, however, Atos will be entitled to terminate any Purchase Order without liability to Supplier.
- 17.3. Supplier's obligation to provide the required insurance under this Section does not limit in any way any obligation or liability of Supplier/Supplier's Affiliates provided elsewhere in this Agreement
- 17.4. Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

18. Security/access/inspection

Atos shall where necessary, and upon any terms it may wish to impose, give to Supplier by prior arrangement such access to Atos premises and such general Atos facilities (for example, catering and sanitary) at Atos premises as the Supplier may reasonably require to fulfill its obligations under the Agreement. However Atos may refuse admission to or remove from Atos premises any person whom Atos deems in good faith unacceptable for whatsoever reason.

Supplier shall upon the request of Atos grant Atos such access to the Supplier's premises or such other premises as Atos may reasonably require for inspection of any Products and/or Atos equipment/materials to be provided to Atos under the Agreement or for any other reason connected with the performance of the Agreement.

Each party shall comply with and shall procure that its employees and agents comply with reasonable security regulations and policy standards, codes of practice and other rules and regulations in force at the other party's premises of which it has been made aware.

19. Equipment/Materials

- 19.1. Supplier shall be responsible for the care, control, security and maintenance of any materials and equipment used or provided by Supplier to perform Services under the Agreement. Atos may provide a storage area for any such equipment/materials but is under no obligation to do so. Supplier shall ensure that any such storage area is fit for the intended purpose and it is used in a suitable, careful and secure manner. All such use shall be at Supplier's own risk and expense and save for any liabilities that cannot be limited by law, Atos accepts no liability therefore. Atos reserves the right to reclaim the storage area upon notification.
- 19.2. The Supplier shall not use any Atos equipment/ materials without the prior consent of Atos and shall where relevant be responsible for the care, control, security and maintenance of such materials and equipment which it uses. Where such use is authorized, Supplier shall:
 - comply with the usage terms and conditions or security requirements, if any, detailed in Atos security policy available on Atos website and/or at Supplier's request; and,
 - limit access to Atos' software and data to only those of the Supplier's employees and agents who need such access for the delivery of the Products and/or provision of the Services.

20. Intellectual Property Rights (IPR), Title, License, Open Source, Escrow

- 20.1 Title to Products and Services shall pass to Atos on delivery free from all charges, encumbrances and other adverse rights.
- 20.2 Supplier hereby represents and warrants that it has title to the IPR in the Products and Services and thus is entitled to grant license, as detailed below, to Atos including but not limited to the Purpose. Supplier further warrants that it has the right to sublicense any third party IPR contained in the Products and Services, and that it is not necessary for Atos to obtain a separate license from any third party in order to use or transfer the Products and Services according to this Agreement.
- In the event that any third party IPR – including third party Software - is inevitably required to enable Atos to achieve the Purpose, Supplier shall take out such license on behalf of Atos and provide license grant, guarantees and maintenance duties as provided by the owner/editor of the such third party IPR and third party Software.
- Supplier also warrants that Atos will be able to dispose of the Products in accordance, but not limited to the Purpose.
- 20.3 Atos shall own all IPR in the Deliverables and Supplier hereby commits to fully and irrevocably assign the same upon their immediate creation. These IPR shall be transferred to Atos for all countries, and for the entire duration of the IPR. These transferred rights shall include all author's patrimonial rights, namely the right to reproduce, represent, modify, adapt, improve, correct, arrange, translate, create derivative works, use and distribute for commercial purposes or for internal purposes. Each of the above rights includes any modification, upgrades, enhancements or changes to the Deliverables which Atos may carry out or have carried out by third parties. These rights may be totally or partially assigned by Atos to any third party it chooses.
- 20.4 Supplier grants a perpetual, non-exclusive, transferable, worldwide license to Supplier's IPR (including Supplier's pre-existing IPR) to Atos to make, use, import, have imported, offer for sale, lease, license, reproduce or otherwise dispose of, including the right to sublicense, the Product or Services.
- 20.5 For any Software which is licensed as a Product and/or as a pre-existing IPR as outlined in sections 20.4 and 20.5, Supplier grants Atos a perpetual, non-exclusive, transferable, worldwide copyright and patent license over the Software (for avoidance of doubt : in object code). Supplier hereby grants Atos the rights to access, copy, reproduce, sell, transfer, distribute and sublicense the Products and Services.
- 20.6 Any additional rights may be licensed to Atos under a Purchase Order or any other contractual document. All of the licensed rights mentioned above are applicable to any modifications, upgrades, enhancements or changes to the Software that Atos may carry out or have carried out by a third party.
- 20.7 Upon request, Supplier shall provide Atos with the list of all "open source software" contained into the Products. In the context of the Contract, "open source software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or distribute such software, including but not limited to the following licenses : the GNU General Public License (GPL), the GNU Affero GPL (AGPL).
- 20.8 Supplier represents and warrants that the Products and Services does not contain any Open Source Software that would, according to their respective license and/or best practices of

the relevant community, (1) in the case of a redistribution of the Products or Services would cause Atos to disclose to any third-party the Source Code of any part of the Products or Services, except if Atos has been duly notified in writing, (2) in the case of a redistribution of a Software owned by and/or licensed to in combination with the Products and/or Services would cause such Software Source Code or part of it to be made available to any third-party.

In the case of any issue as described above, Atos may require the Supplier to make the appropriate modification of the Products and Services (for example : replace a specific component with a different license, changing the architecture of a specific software ...) at its own costs and expenses and may reserve the right to seek damages in the case Atos has been forced to effectively disclose a Source Code, or part thereof, of a Software, such damages depending on the economical value of the Software.

21. Trademarks

Each Party remains the owner of the Trademarks it owned before the conclusion of the Agreement. Supplier grants Atos a non-exclusive, worldwide, perpetual license to use, reproduce and represent the Trademarks contained in the Products and Services on any medium and by any means, in France and in any other relevant country.

22. Indemnification

22.1. General. Supplier will indemnify, defend at its own costs, or assist Atos in the defense, at Supplier's costs and at Atos discretion, and hold harmless Atos, Atos Affiliates, directors, employees, agents, subcontractors, Atos customers and their respective insurers against any losses, claims, damages or liabilities to which Atos may become subject that are brought by, or originate from Supplier's shareholders, partners, members, investors (current, past and prospective), affiliates, external auditors, internal auditors, consultants, officers, directors, employees, agents, subcontractors and insurers, vendors, suppliers, creditors, customers, clients, or governmental or quasi-governmental entities that regulate Supplier's activities that arise out of the Services performed hereunder except in the event of gross negligence or wilful misconduct of Atos as judicially determined.

22.2. IPR. Supplier hereby warrants that Products and Services alone and/or in combination with any products or services from Atos and/or Atos Customers, do not infringe on third party IPR and that there are no potential, threatened or actual claims by third parties and/or their employees in respect of IPR including but not limited to patents or potential patents, copyrighted software, or any other kind of IPR subject to this Agreement, judicial court, administrative court, arbitration court or council, or any kind of public or private institution that interpret or apply the law in the relevant territories.

Supplier shall fully indemnify and hold Atos harmless from and against all costs, expenses, losses, damages, liability, claims and demands (including legal costs) incurred by or made against Atos arising from this Agreement. Duty to indemnify resting upon Supplier shall include any of the same resulting from infringement of any third party's IPR (collectively an "Intellectual Property Claim") by Supplier.

In respect of any alleged or actual infringement by any of Supplier's Products or Services of any third party's IPR, Atos may at its own discretion choose to:

- Itself defend at Supplier's cost and with Supplier's assistance, or
- Require Supplier to defend or settle at its own cost

If Supplier's Product or Service or any portion thereof is found to infringe the rights of any third party and its use is enjoined, Supplier will at Atos' option and at Supplier's sole expense either:

- (a) Procure for Atos a license or right to continue to use the Product or Service or the applicable portion thereof,
- (b) Replace the Product or Service or applicable portion with a non-infringing Product or Service or portion,
- (c) Modify the Product or Service or infringing portion to become non-infringing.

23. Information provision and Performance monitoring

- 23.1. Parties shall cooperate in the proper performance of the Agreement. Parties agree to appoint a representative for the performance of Agreement and to inform each other without undue delay of any event which may affect the proper performance of the Agreement.
- 23.2. If requested by Atos, Supplier shall, at its own costs, provide evidence of compliance with any of the Supplier's obligations under the Agreement, including without limitation in connection with the measures set under Section 20.2.
- 23.3. Atos will be entitled to assess Supplier performance and Supplier will have control measurements in place and will provide the information needed for such assessment. Moreover, to ensure that the Deliverables achieve the level of service required by Atos, where appropriate Atos may stipulate a range of measures by which the Supplier's performance can be assessed.

24. Audit

Supplier shall keep all the accounts books and documents associated with the Products and Services for a period of three (3) calendar years following the end of the calendar year during which the Products are delivered and the Services are performed.

Atos and the relevant Affiliates may conduct an audit or mandate an independent external audit organization. Unless in case of non-compliance with the sections 15, 25, 26, 27 where audits shall not be limited and shall be conducted forthwith, Atos is entitled to audit the Supplier at all reasonable times, but not more than once a year and with a prior notice of two (2) weeks, during the term of this Agreement and three (3) years thereafter, to perform an audit about Supplier's compliance with the Agreement, at Supplier's or Supplier's affiliates premises or at the premises of approved Supplier's subcontractors. All costs for such audit shall be borne by Atos or the relevant Affiliate, unless a material discrepancy or any breach of the Agreement is discovered, in which case Supplier will reimburse Atos for the expenses and costs for the audit. The audit shall be conducted during Supplier's normal working hours and at a mutually agreed time that does not disrupt Supplier's general business processes or business continuation.

Supplier shall obligate its subcontractors accordingly to obtain their permission for audits at their premises.

For the performance of this audit, Supplier will grant to the auditing organization a right to inspect and copy invoices, orders and delivery documentation which relate to Supplier's compliance with the Agreement.

Supplier/Supplier's affiliate/Supplier subcontractor will cooperate in the audit, will make the information reasonably required to conduct the audit available on a timely basis and will assist the designated employees of Atos or the relevant Affiliate or its auditors as reasonably necessary.

25. Human Rights, Health/Safety, Environmental and Labour Requirements

25.1 Human Rights. Supplier shall comply with all laws applicable to its business. Supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.

Therefore, Supplier shall ensure that the products or services are provided in a way that does not infringe human rights and fundamental freedoms.

Supplier shall not use or support the use of child labor, neither forced nor compulsory labour.

25.2 Health/Safety. Supplier shall comply with all current relevant health and/or safety, requirements including but not limited to recommendations issued by any competent committee and such additional health and/or safety requirements of Atos, as notified in writing to the Supplier. Supplier shall promote a safe and healthy work environment.

25.3 Environmental. Supplier shall try to prevent or mitigate any damage due to environmental pollution caused directly or indirectly by performance of an agreement. In such event, Supplier shall fully indemnify Atos, subject to the maximum stated in Section 15. Supplier shall fully indemnify Atos against any third-party claims and penalties or fines that may arise there from.

Supplier will collect any environmentally harmful packaging materials and/or hazardous waste free of charge and transfer them in a proper and verifiable manner to an accredited processor in accordance with the applicable environmental legislation.

Subject to Directive (2002/96/EC and/or 2012/19/EU) implementing regulations, the recovery and recycling of electrical and electronic waste from Products ("Waste") sold under this Agreement and arising at Atos' locations in the European Union will be managed by Supplier or selling importer of records (if not Supplier) in the country of purchase, whether or not a replacement product is being supplied. Costs associated with Waste collect, transportation, recovery and recycling as determined in the WEEE Directives will be borne by Supplier.

25.4 Labor Requirements.

25.4.1. Supplier shall employ a sufficient number of suitably qualified Supplier personnel to ensure the proper fulfillment of its obligations under this Agreement. Supplier shall use all reasonable endeavors to ensure continuity during the period of the Services and shall not replace or remove Supplier personnel unless such replacement or removal is outside the reasonable control of Supplier.

25.4.2 Supplier shall not accept or support any discriminatory measures in their employment practices. This includes, but is not limited to, discrimination regarding sex, gender, race, age, sexual orientation, disability, political or religious conviction.

25.4.3. Supplier shall take account of Atos's reasonable views, if brought to its attention, if there is any concern about the extent to which Supplier uses subcontractors in the delivery of the Services.

25.4.4. Supplier, as the sole employer of the staff assigned to the provision of the Services, is the only responsible for his employees at his own risk and charge and undertakes to meet with all the obligations under the current applicable legislation on employment and Social Security. To this end, the Supplier declares that these staff are employed according to the Law and that he will be made available to Atos and/or the Customer, in case any competent authority of the Public Administration required it to it, forms and documents for its verification. In addition Atos reserves the right to require from the Supplier an updated certificate (not older than six (6) months) issued by the corresponding Social Security or Tax Authority, declaring that he fully complies with his social security and tax obligations, and to condition upon the receipt of such certificate (to the extent that it can be issued as per the Law of the place of residence of the Supplier) any payment to be made under this Agreement.

25.4.5. Supplier will indemnify and hold harmless Atos against any labor and/or social security or Tax Authority, and Supplier personnel claims, lawsuits, or similar (judicial or extrajudicial) arise by Supplier personnel and/or employees of his subcontractors. The indemnity in this case will include, but not limited to the amount of the sentence, any kind of expenses issued, fees, etc."

25.5.1. Supplier undertakes to avoid causing or contributing to adverse impacts regarding Human Rights, Health/Safety, Environmental and Labor requirements through its activities under this Agreement. Furthermore, Supplier shall address such impacts when they occur and notify Atos in writing without undue delay when Supplier becomes aware of it.

25.5.2. Any breach of this clause by the Supplier shall be deemed a material breach of the agreement and shall entitle the Atos to terminate the Agreement.

25.6. Supplier will not charge Atos for the costs of training such staff, including the time necessary for such staff to become familiar with Atos or Customer's account and business. Such training will include any required continued education and ongoing training related to data protection, risk control and regulatory requirements and policies.

26. Ethical business practice

26.1 Compliance with laws and regulations.

26.1.1. Each Party represents and warrants to the other Party that, at the date of the Agreement:

- it complies with applicable Compliance Laws,
- it has internal policies in place to comply with the highest standards of integrity and ethics in connection with the operation of its business,
- neither it, nor anyone on its behalf has ever been convicted or subject to sanctions by a statutory, regulatory or judicial authority in relation to a violation of Compliance Laws.

26.1.2 Throughout the term of the Agreement, the Parties undertake to perform the Agreement in accordance with applicable Compliance Laws.

Supplier adheres to Atos' Code of Ethics (available here) and commits to comply with Atos' Business Partner Commitment to Integrity (available here).

26.1.3. In the event that Supplier reasonably believes that it has been asked to undertake or participate in activities inconsistent with prudent and/or ethical business practice, Supplier shall promptly inform representatives from Atos' Procurement or Internal Investigations departments.

26.1.4. In the event that Atos reasonably believes that it has been asked to undertake or participate in activities inconsistent with prudent and/or ethical business practice, Atos shall promptly inform the Supplier Managing Director or Chief Executive Officer.

26.2 Ethics & Compliance

The Parties undertake to perform the Agreement in accordance with applicable laws and regulations and notably Compliance laws.

Anti-Corruption, Anti-Bribery and Anti-Fraud.

26.2.1. Supplier shall not offer, give or agree to give (and warrants that in entering this Agreement it has not offered, given or agreed to give) to any employee or representative of Atos Group any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not done) any act in relation to the obtaining or performance of this or any other Agreement with Atos Group, or for showing or not showing favor or disfavor to any person in relation to this or any other agreement with the Atos Group.

26.2.2. Supplier shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind in any way connected with the Contract and shall take reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

26.2.3. Supplier agrees that, at all times in connection with and throughout the course of the Contract and thereafter, it will comply with and that it will take reasonable measures to ensure that its subcontractors, agents or other third Parties, subject to its control or determining influence, will comply with the following provisions:

- Prohibition of any corrupt practice, including the offer, solicitation, promise, gift, authorization or acceptance of any undue pecuniary advantage or other type of advantage, at all times and in any form, in relation with a public official at the international, national or local level, a political party, a party leader or any political candidate, and a director, officer or employee of a Party, whether these practices are engaged directly or indirectly, including through a third party.

- This prohibition extends to any act or attempt to extortion or the solicitation of influence peddling or money laundering of profits derived from corrupt practices.

Reasonable measures will be assessed on the basis of the size of the entity concerned and its own mapping of corruption risks.

26.3 Supplier shall provide the Services and each Party shall conduct its business and its relationships with each other and third parties in good faith and in a fair and ethical manner.

26.4 Reasonable measures will be assessed on the basis of the size of the entity concerned and its own mapping of corruption risks.

Ethics

- 26.5 Supplier shall hold and maintain up-to-date books and records that demonstrate accurately and in reasonable details its compliance with the provisions set forth in Section 26 above.
- 26.6 At such times as Atos may reasonably request, Supplier shall execute and deliver to Atos a compliance certificate confirming its continued compliance with the foregoing provisions.
- 26.7 Supplier shall fully cooperate in the event Atos decides to conduct an audit to confirm compliance with the foregoing provisions, provided that such audit consists in a request for information by [Atos] or any third-party appointed by Atos and is limited in scope to the information, whatever the form, relevant to demonstrate Supplier's compliance with the foregoing provisions. This obligation shall survive for a period of five (5) years after expiration of the Agreement.
- 26.8 In case of potential non-compliance with Compliance laws or Section 26 of this Agreement, notably in case of opening of an investigation by a statutory, regulatory or judicial authority in relation to a violation of Compliance Laws, or any compliance related event likely to affect the reputation of either Party, each Party undertakes to inform the other Party without any delay and to provide any information reasonably requested by the other Party on this matter.
- 26.9 In case of breach by a Party of any of the provisions set forth in Section 26 above, the other Party may notify the immediate suspension of the Agreement.
If the breaching Party fails to remedy such breach to the satisfaction of the other Party within a period of thirty (30) days as of receipt of the notification, the other Party may immediately and unilaterally terminate the Agreement without being liable for any penalty or indemnification due to such termination.

27. Export Control and embargos

The Parties acknowledge that the Products are subject to import and export control regulations, and any transfer of the Products must be in compliance with all such regulations. The Parties will not use, distribute, transfer, or export the Products (even if incorporated into other products) except in compliance with such regulations.

Supplier is solely responsible for and commits to obtain any prior authorization for the delivery / making available of the Products and in particular to the final delivery point specified of the Product.

Supplier will provide Atos with the export control status of the Products, including but not limited to the export control classification number (ECCN), the copy of the export authorization if any or under which license exemption it was delivered. Supplier commits to inform Atos of any changes relating to the export control status of the Products.

Only upon receipt of this information, Atos agrees to accordingly comply fully with relevant import and export control regulations. Unless this information is provided, the Products will be deemed to be free of any export control.

Each party warrants that he is not a Restricted Party, which shall be deemed to include any person or entity that is located or established in, organized under the laws of, or controlled by the government or one or more nationals of a country on the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; U.S. Department of the Treasury list of Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred, or any other list issued by a government in which country the relevant party is doing business.

If Supplier becomes a Restricted Party in accordance during the term of this Agreement], the Supplier shall immediately notify Atos and take all necessary measures to compensate Atos.

If due to circumstances attributable to Supplier, the necessary authorizations to deliver are revoked or withdrawn; Supplier shall be held responsible and may be required to compensate Atos for damages caused.

28. Termination

28.1. Termination for convenience

At any time during the term of this Agreement, Atos may, in its sole discretion, terminate this Agreement or any supporting document, in whole or in part, for convenience and without cause, by giving a thirty (30) day prior written notice to Supplier specifying the date upon which such termination shall be effective.

In particular, Atos may terminate the Agreement upon a thirty (30) day prior written notice in the event that Atos Group's strategic development needs render the Services provided under this Agreement inconsistent or incomplete, in relation to the aforementioned development needs.

28.2. Termination for cause

Either Party shall be entitled to undertake an early termination of the Agreement in the event of non-compliance by the other Party with any of its obligations, one (1) month after having sent unheeded notice by registered mail with acknowledgment of receipt, the defaulting Party having no right to any claim whatsoever, and without prejudice to legal damages or other indemnities that the prejudiced Party may legally claim.

Each Service Agreement, Specific Terms Agreement or P.O. may be terminated separately. The termination of a Service Agreement, Specific Terms Agreement or P.O. will not affect the validity of the other Service Agreements Specific Terms Agreements or P.Os. associated to the Agreement or the validity of the Agreement.

Furthermore, Atos may terminate the Agreement without notice, by recorded delivery with return receipt, in the event that Supplier and/or Supplier's subcontractor(s) has/have accepted or accepts/accept an active role within a political body or is entrusted with services which fall within the scope detailed in "Description of the Services", for the public authorities, a client or a prospective client of Atos, which would constitute a conflict of interests.

28.3. Termination for insolvency

To the extent permitted by the applicable law, either Party may terminate this Agreement with immediate effect upon the insolvency of the other Party, defined as the filing of a voluntary petition of bankruptcy; the filing of an involuntary petition for bankruptcy that is not dismissed within sixty (60) days; upon the lawful dissolution of one party; or upon the making of a general assignment for the benefit of one party's creditors.

28.4. Upon termination of this Agreement, no new P.O. may be issued by Atos.

In the event of termination of the Agreement according to this Section, associated Purchase Orders will continue to be executed until their respective term, unless otherwise agreed by the relevant Parties.

In the event of a termination for convenience for Services as set forth under this Section, Atos shall pay for all Services delivered and accepted up to the date of termination at the price agreed with Supplier in the P.O.

Upon termination of the Agreement for whatever reason, Supplier shall promptly deliver up to Atos at Supplier's own risk and expense the whole or any part of any Services owned by Atos pursuant to the terms of the Agreement, and any equipment/materials belonging to Atos provided or used under the Agreement. In case of breach of the preceding obligation, Atos shall be deemed to have irrevocably all power and authority to enter Supplier's premises or any other premises to recover and remove such items and recover the costs thereof from Supplier.

Without limiting any rights or remedies Atos may have under this Agreement, at law or at equity, any and all obligations of Supplier which by their nature extend beyond any expiration or early termination of this Agreement, including but not limited to the Confidentiality Information, Personal Data protection, liability, warranty, indemnifications, governing law, dispute resolution, shall survive the expiration or early termination of the Agreement, remain in effect until fulfilled, and apply to Supplier's successors and assignees.

After expiration or early termination of the Agreement, Supplier shall continue to supply already agreed Services if and to the extent required by Atos.

29. Force Majeure

In case of force majeure being defined as any event beyond the control of one of the parties, , which could not reasonably have been foreseen at the time of conclusion of this Agreement and whose effects cannot be avoided by appropriate measures, prevents such party from fulfilling its obligation under this Agreement, but excluding lack of staff for any reason whatsoever, strikes, illness of staff, late delivery or unsuitability of materials, failure of Supplier due to third parties and / or Supplier liquidity or solvency issues ("Force Majeure Event"), Supplier shall take all possible measures in order to ensure the provision and continuity of the Services and Product deliveries.

Each Party reserves the right to defer the date for carrying out, payment for, the Services, if it is prevented from, or delayed in, carrying on its business by a Force Majeure Event.

The prevented Party shall promptly notify the other Party as and when the Force Majeure Event arises or threatens to arise as well as to which extent and if possible the expected duration of the force majeure event.

Supplier shall comply with all applicable policies and Business Continuity Plans and shall use all reasonable endeavors to provide Atos with a suitable alternative service or deliveries so as to keep to a minimum the adverse effects of the lack of any of the Services or Products.

The prevented Party shall use reasonable efforts to resume its performance as soon as possible.

In case the Force Majeure Event exceeds or is reasonably expected to exceed a thirty (30) day period, non-affected Party is entitled to terminate this Agreement with immediate effect, without compensation and with no need for judicial recourse, by giving a notice thereof to the other Party.

30. Applicable law-jurisdiction

30.1. This Agreement shall be governed, construed by and interpreted in accordance with the laws of France.

30.2. The Parties will use their best efforts to resolve any controversy or claim arising out of or relating to this Agreement or any Purchase Order through good faith negotiations, in accordance with the following escalation procedure and time limits, unless otherwise agreed by the Parties:

- Both Parties' account managers or directors - ten (10) days;
- Both Parties' signatories of this Agreement - ten (10) days;
- Both Parties' vice presidents - ten (10) days;
- Both Parties' CEOs

The Parties shall not make any claims based on an alleged breach of a Party's obligations, assert any right to terminate, provide notice of termination, or commence any other dispute resolution process, without first endeavoring to resolve the matter through the foregoing escalation procedure.

30.3. This Section is without prejudice to either party's rights or remedies provided by law, under this Agreement or otherwise including the right to seek injunctive relief or otherwise commence legal proceedings at any time.

Any dispute arising out of or in connection with the Agreement which cannot be settled according to this Section, shall be submitted to the exclusive jurisdiction of the competent courts in Paris, France, notwithstanding the plurality of defendants or the nature of the proceedings, including but not limited to, third party, ex parte, emergency or summary proceedings and proceedings regarding protective measures.

30.4. The Parties expressly agreed and accepted the risk of lack of foresight of this Agreement, in particular the risk of change of economic circumstances surrounding the execution of this Agreement (prices increase, costs increases, etc.) which would render overly burdensome the performance of this Agreement.

In this context, the Parties waive in particular the application of the article 1195 of the French Civil code.

31. Good faith and publicity

Supplier shall act in good faith at all times and shall neither bring Atos into disrepute nor, without the prior written consent of Atos, make any reference to Atos in any advertising, promotional or published material, nor speak in public about Atos or its affairs.

Any press release or other information concerning the conclusion and the content of this Agreement or any Service Agreement or Specific Terms Agreement shall only be published or made available to third parties by Supplier upon the prior written consent of Atos.

32. Assignment

Partial or total assignment of the rights and obligations under this Agreement by Supplier is strictly prohibited, except with the prior written consent of Atos.

For the avoidance of doubt, any change in the ownership or effective management or control of Supplier will be deemed to be an assignment for the purpose of this Section.

33. Notices

Unless and until explicitly provided otherwise in writing in the Agreement, notices under the Agreement may be delivered by hand or by registered mail sent to the addresses and for the attention of the persons set forth in the Service Agreement, Specific Terms Agreement, Specific Terms Agreement or Purchase Order, as applicable.

34. Waiver

No waiver shall be deemed to have been made by either Party unless it is expressed in writing and signed by the waiving Party.

The failure of either Party to insist in any one or more instances upon strict performance of any of the terms of provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, and no waiver by either Party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law.

35. No partnership

Each Party to this Agreement constitutes a legal and financially independent legal entity, and is acting on its own behalf and under its own responsibility.

Each Party shall therefore refrain from managing the other Party or from taking on a commitment in the name and on behalf of the other Party, for which it can under no circumstances substitute itself.

Nothing in the Agreement shall be deemed to constitute either Party as the agent of the other or create a partnership or joint venture between the Parties and Supplier shall have no power to bind Atos or to contract in the name of or create a liability against Atos in any matter whatsoever.

36. Entire Agreement

The Agreement, together with the relevant Service Agreements, Specific Terms Agreement and P.O.(s), appendixes and future potential Amendment constitutes the entire agreement with respect to the subject matter hereof and may not be modified except by and Amendment signed by authorized representatives of both Parties.

This Agreement supersedes all prior and contemporaneous discussions and writings between the Parties and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

37. Severability

In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement or any Service Agreement or Specific Terms Agreement is substantially impaired for either party, then the affected Party may terminate this Agreement or the Service Agreement or Specific Terms Agreement by written notice to the other Party.

38. Non-solicitation

Throughout the duration of the Agreement and for a period of twelve (12) months after the termination of the Agreement or the applicable Service Agreement or Specific Terms Agreement, neither Party shall solicit, offer employment to, hire or employ any person who is or was directly involved in the provision or receipt of the Services (or any Atos Affiliate thereof). For the avoidance of doubt, neither Party shall contract any such person on an independent basis or under another agreement with a different supplier.

If one of the Parties hires or solicits any such person who is an employee of the other Party within the proscribed time period above, it shall pay to the other Party a penalty equivalent to twelve (12) months gross salary of the concerned employee.

This provision shall not apply to prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

39. Variation

Any deviations from or additions to this Agreement shall only apply if explicitly accepted by both parties in writing, in the form of an Amendment signed by both parties.

40. Language

This Agreement is in the English language and the English language version will take precedence on any translation of this Agreement regardless of the purpose for which such translation was made.