

**1. INTERPRETATION**

In these terms and conditions the following words and expressions shall have the meanings set out below or as defined in the Order Form:

**Agreement:** these terms and conditions together with Charges Schedule(s), the Order Form and the relevant Services Specification(s)

**Applicable Law(s):** any applicable law, statute, bye-law, regulation, order, regulatory policy, binding guidance or industry code, rule of court or directives or requirements of any relevant regulatory body, delegated or subordinate legislation or notice of such regulatory body;

**Article:** a single Record and/or item of Media (as determined by the manner in which the Customer pays for storage or Services relating to such item) and reference to "Articles" shall be construed accordingly.

**Authorised Users:** the named individuals authorised by the Customer to access and use the Services and provide binding instructions to IM in relation to the same as notified to IM in writing from time to time. For the avoidance of doubt IM shall determine the way instructions are to be provided by the Authorised Users;

**Charges Schedule:** the charges schedule(s) in respect of the Services provided to the Customer along with the Order Form;

**Confidential Information:** all confidential information or commercially sensitive information actually disclosed by one party ("Disclosing Party") to the other ("Receiving Party") (excluding the Articles which are dealt with separately under this Agreement);

**Container:** a box or container used to store the Records or Media (as the case may be);

**DM Services:** the data management services referred to as DM in the Order Form, and/or DRMS, set out in the DM Services Specification or any SOW;

**DMS Capture Services:** the digital solutions capture or scanning services as may be more particularly defined in any SOW;

**DRMS Services:** data restoration managed services as may be more particularly defined in any SOW;

**Effective Date:** the earlier of the date of last signature of the Order Form or the date of commencement of the Services;

**Facilities:** the IM sites or agreed Customer premises or Customer's nominated address(es) to/from which IM shall provide certain elements of the Services and reference to "Facility" shall be construed accordingly;

**Fees:** the fees and charges as set out in the Charges Schedule(s) as varied from time to time or any amounts otherwise due in accordance with this Agreement;

**Good Industry Practice:** the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a skilled and experienced company within IM's industry or business sector, under the same or similar circumstances;

**IM Systems:** IM systems and software made available to the Customer in connection with the Services from time to time;

**Image:** the creation of a digital image of an Article or Articles;

**Initial Period:** unless otherwise stated in the Order Form, the period between the Effective Date and the 31<sup>st</sup> December following the Effective Date or such other period as the parties may agree in relation to each Service;

**IPR:** any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**IT Assets:** the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation: personal computers; monitors; laptops; hard drives; printers; facsimile machines; smartphones; : personal computers; monitors; laptops; hard drives; printers; facsimile machines; smartphones; round reel-cassettes, audio or video cassettes, films, cartridges or data cassettes, backup and removable media and other computer equipment and computer related peripherals;

**Media:** Customer's non-paper media including (but not limited to) round reel-cassettes, audio or video cassettes, films, cartridges or data cassettes in relation to which IM agrees to provide the Services;

**Order Form:** the Order Form signed by the Parties;

**Percentage Return:** as defined in the Secure IT Asset Disposition Services Specification;

**Records:** Customer's hard copy records, documentation, papers, books, microfilm and/or microfiche (together with any files, binders or other storage

media in which the above are contained) in relation to which IM agrees to provide the Services;

**Resale FMV:** as defined in the Secure IT Asset Disposition Services Specification;

**RM Services:** the records management services, including DRMS (if selected), as set out in the RM Services Specification;

**SITAD Services:** the secure IT Asset disposition services described in the SITAD Services Specification;

**Services:** the DMS Capture Services, DM/DRMS Services and/or RM Services and/or SITAD Services as set out in the relevant Services Specification or any SOWs, services or projects provided by IM to the Customer;

**Services Specification:** the online service descriptions identified in the Order Form as may be updated from time to time by IM without notice;

**SOW:** any document (or project plan) agreed in writing between the parties which fully describes the Services to be provided including the service levels, pricing, and service assumptions;

**VAT:** value added tax and any similar additional sales tax; and

**Working Day:** Monday to Friday (inclusive) excluding bank and public holidays in the country in which the Services are provided.

**2. TERM AND APPOINTMENT**

2.1 The Customer appoints IM to provide the Services in accordance with this Agreement from the Effective Date for the Initial Period (unless terminated earlier in accordance with the terms of this Agreement). Thereafter, unless either party gives to the other not less than ninety days' prior written notice of termination to expire at the end of the Initial Period, or any anniversary thereof, the Agreement shall continue with automatic renewals for additional one-year terms.

2.2 In the event that this Agreement incorporates multiple Services Specifications (which, for the avoidance of doubt, will be set out in the Order Form or as otherwise agreed between the parties), clause 2.1 shall apply to each Services Specification individually.

2.3 Accordingly, subject to clauses 2.1 and 2.2, in the event that this Agreement incorporates multiple Services Specifications, each Service Specification may be terminated separately.

2.4 In the event that IM provides any Services prior to the Effective Date (which are not subject to a pre-existing and enforceable written agreement), or following the expiry or termination of this Agreement, and until all Articles are removed from IM's Facilities or all IT Assets are destroyed, such Services shall be governed by the terms of this Agreement.

**3. IM'S OBLIGATIONS**

3.1 For the duration of this Agreement, IM shall provide the Services:

3.1.1 in accordance with the relevant Services Specifications;

3.1.2 with reasonable care and skill, in accordance with Good Industry Practice and any Applicable Law pertaining to IM.

3.2 The Customer acknowledges and agrees that the terms of this Agreement only apply to Articles or IT Assets which are in IM's possession, custody and control. The Articles or IT Assets shall only come into IM's possession and control when they have been collected by the relevant IM personnel and they shall stay in IM's custody and control until the Articles or IT Assets are destroyed/erased by IM in accordance with this Agreement or provided to a third party instructed by the Customer or returned to the Customer by IM and unloaded at a Customer Facility.

3.3 If IM's performance of its obligations under this Agreement is prevented or delayed by the Customer's breach of this Agreement:

3.3.1 IM shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and

3.3.2 IM shall be entitled to be paid the Fees as if it were performing the Services as normal.

3.4 In the event that IM sells Containers or other media products to the Customer in connection with the Services, IM shall use reasonable endeavours to assign to the Customer any relevant manufacturer's warranties applicable to the Containers or other media products but otherwise makes no warranties (and excludes any implied warranties to the fullest extent permitted by law) in relation to the same and shall not be liable in contract, tort or otherwise in relation to the quality or fitness for purpose or description of such Containers or media products.

3.5 If at any time any Containers are damaged or have in IM's reasonable opinion deteriorated to such an extent that any Article contained within them is at risk of being damaged IM may repair or replace the Containers without notice. Unless such damage is caused by IM's negligence, such repair or replacement of Containers shall be at Customer's expense.

## 4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- 4.1.1 pay the Fees set out in the Charges Schedule(s) in accordance with the terms of this Agreement;
  - 4.1.2 (where required for the purposes of providing the Services) allow IM reasonable access to the Customer Facilities;
  - 4.1.3 ensure that IM is provided with any instructions or information reasonably necessary to allow IM's employees to access the Customer Facilities or to provide the Services;
  - 4.1.4 promptly notify IM of any issues that may delay, prevent or otherwise affect IM's ability to perform this Agreement;
  - 4.1.5 reimburse IM for any reasonable costs, Fees or expenses (including reasonable legal fees) incurred by IM in relation to any third party claim or dispute that IM becomes involved in as a result of the destroying or disposing of any Articles or IT Assets for Customer;
  - 4.1.6 only deposit Articles and/or IT Assets with IM, and not any other materials that are explosive, flammable, hazardous, illegal, toxic or otherwise dangerous or which are regulated under any Applicable Law relating to hazardous materials; and
  - 4.1.7 keep the list of Authorised Users up-to-date and promptly notify IM in writing of any changes to the Authorised Users and, where user names or passwords are provided to the Authorised Users, take all reasonable steps to safeguard them and prevent unauthorised use of the same.
- 4.2 The Customer warrants, represents and undertakes that it:
- 4.2.1 is the owner or legal custodian of the Articles and/or the IT Assets and that it has the requisite rights and permissions to provide the Articles to IM or the IT Assets to IM for destruction or disposition; and/or;
  - 4.2.2 has all necessary authority to deal with the Articles and/or the IT Assets in accordance with this Agreement;
  - 4.2.3 does not provide IM with Articles that are submitted to any specific regulation in particular with regard to personal health data, public archives, essential financial data regulation 11/03/2014.

## 5 IMPLEMENTATION PLAN

- 5.1 IM and the Customer shall, if necessary, agree an implementation plan in which the parties will set out:
- 5.1.1 the method by which the Articles and/ or IT Assets will be made available to, or collected by, IM from the Customer, the Customer's previous supplier or a third party; and
  - 5.1.2 any Fees to be charged by IM for the Services provided under the implementation plan; and
  - 5.1.3 in the event that any Fees charged by IM for the Services provided under the implementation plan are to be deferred, whether or not such Fees will become payable upon termination of this Agreement.

## 6 EXIT PLAN

- 6.1 After Receiving notice to terminate this Agreement or during the 3 months prior to the expiry of this Agreement, both parties shall use reasonable endeavours to agree an exit plan in accordance with this clause 6 ("Exit Plan").
- 6.2 The Exit Plan shall, as a minimum, provide:
- 6.2.1 a detailed programme of the transfer process and procedure to be implemented including time frames for the completion of the transfer of all Articles held by IM to a third party replacement supplier or the Customer (the "Exit Period") and the parties respective responsibilities; and
  - 6.2.2 a list of applicable reasonable rates for additional IM resources to the extent not already defined by the terms of this Agreement.

## 7 EXIT CHARGES

- 7.1 Any permanent withdrawal and retrieval service charges set out in the relevant Charges Schedule(s) shall be applied on exiting this Agreement and to the exercise of transferring Articles whether or not to the Customer or a third party replacement supplier.
- 7.2 Fees for Services rendered up to final removal of all Articles from IM's custody, including but not limited to permanent withdrawal and retrieval fees, shall (unless otherwise agreed in writing) be invoiced (the "Exit Charges Invoice") by IM to the Customer and paid in advance by the Customer prior to the start of the transfer of the Articles to the Customer or a third party supplier upon termination or expiry of this Agreement. Any additional services provided by IM to the Customer outside of those detailed on the Exit Charges Invoice shall be payable in accordance with clause 9.1.3.

## 8 DATA PROTECTION

- 8.1 The parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA") as set out at <https://www.ironmountain.fr/utility/legal/terms-and-conditions>.

- 8.2 If at any time, the Customer considers the information detailed within Appendix 1 of the DPA, is incorrect or incomplete, the Customer shall promptly notify IM Customer Services in writing.

## 9 FEES AND PAYMENT

- 9.1 Unless otherwise stated in the Charges Schedule:
- 9.1.1 the Fees shall be invoiced annually in advance for storage elements of the RM Services and must be paid regardless of the destruction, temporary or permanent release of the Articles. Every month started is due in its entirety despite the date of Archives in conservation.
  - 9.1.2 the Fees shall be invoiced monthly in arrears for all other Services;
  - 9.1.3 the Customer shall pay all invoices within 30 days of the date of invoice; and
  - 9.1.4 all Fees shall be exclusive of VAT.
- 9.2 Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. All payments must be made by electronic payment and shall include a remittance document identifying the IM invoices to which the payment relates.
- 9.3 At any time during the term of this Agreement, IM may require Customer to settle invoices via Direct Debit.
- 9.4 The Fees for the Services shall be fixed during the Initial Period. Thereafter, IM shall be entitled to adjust the Fees for storage elements each 1<sup>st</sup> January and Fees for other Services at any time by giving not less than 30 days' written notice to the Customer, subject to the right of the Customer, in the event of refusal, to terminate the Contract by registered letter with acknowledgment of receipt, subject to thirty (30) days' notice. In the absence of termination by the Customer, under the above conditions, within thirty (30) days of IM's notification, the Customer will be deemed to have accepted Fees adjustment.
- 9.5 The Customer has a period of fifteen (15) business days to contest the invoices received. If the Customer fails to pay any undisputed sums due under this Agreement on the due date for payment then IM may, 60 days after issuing a written notice to the Customer to cure the default (which default remains uncured after such period) by written notice to the Customer:
- 9.5.1 suspend all or any part of the Services pending payment of the relevant sums; or
  - 9.5.2 terminate this Agreement with immediate effect.
- 9.6 If the Customer fails to pay any undisputed sums due under this Agreement within 12 months after the invoice date then without prejudice to IM's other rights and remedies at law or under this Agreement, IM shall be entitled (at the Customer's cost) to destroy any Articles in its possession and the Customer shall indemnify and hold IM harmless in relation to any costs, losses, damage or other liabilities incurred by IM in relation to any claim by the Customer or any third party relating to the destruction of the Articles.
- 9.7 In the event that a Customer's account is suspended for non-payment, IM may bill the Customer for expenses in the amount of £50 to restore the Customer's account after receiving payment for the sums remaining due.
- 9.8 Without prejudice to IM's other rights at law or under this Agreement, in case of late payment, the Customer shall pay: (i) by default, penalties amounting to the rate of 1,5% per month in late (this amount couldn't be less than 3 times the French legal interest rate in force at the date of invoice) and (ii) a lump sum of 40€ for recovery costs, and upon proof, at Iron Mountain's discretion, an additional compensation if the recovery costs have exceeded the amount of such lump sum.
- 9.9 The Customer acknowledges that any request for a volume of storage or services, including permanent withdrawals, beyond that reasonably anticipated at the Effective Date of the relevant Service, may cause IM to incur additional costs, which the Customer shall pay provided that it has been informed of and agreed to such costs in advance. If such costs are not agreed, IM shall be under no obligation to comply with any such request.
- 9.10 The Fees set out in this Agreement are agreed by IM based upon the expectation that the storage volumes anticipated by IM at the Effective Date will materialise and not decline materially during the term of this Agreement. If the anticipated storage volumes do not materialise as reasonably anticipated by IM or are materially reduced IM reserves the right to review and adjust pricing by notice in writing to the Customer based on such decreased volume.

9.11 The cost of any services and /or products required by the Customer which are not identified in any applicable Charges Schedule(s) shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services and / or products shall be charged at IM's then standard rates (details of which are available from the Customer's usual IM contact or from IM's Customer Services team).

## 10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer shall not acquire any right, title or interest in or to any IPR of IM or its licensors, including the IPR relating to the IM Systems or Services and any and all IPR that is owned by or licensed to IM which is or has been developed independently of this Agreement (whether prior to the Effective Date or otherwise).

10.2 Subject to clause 10.3 below, IM shall not acquire any right, title or interest in or to any IPR of the Customer or its licensors.

10.3 The parties agree that all the Customer's rights, title and/or interest in and to each IT Asset/Media shall transfer to IM immediately after the data has been erased from the relevant IT Asset/Media and the Customer shall have no rights, title and/or interest in such IT Asset/Media following the erasure of the data.

## 11 CONFIDENTIALITY

11.1 Each party shall:

11.1.1 not use the other party's Confidential Information otherwise than in the performance of its obligations under this Agreement; and

11.1.2 not disclose the other party's Confidential Information to any person (save for its directors, employees, and authorised agents to the extent that such disclosure is necessary for the performance of this Agreement and for whose actions the relevant party shall remain liable) except with the prior written consent of the Disclosing Party.

11.2 Clause 11.1 shall not apply to Confidential Information which:

11.2.1 is or becomes at any time publicly known other than by the Receiving Party's breach of this Agreement; or

11.2.2 can be shown by the Receiving Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

11.2.3 is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or

11.2.4 is required to be disclosed by law or in order to instruct professional advisers.

11.3 Customer agrees to allow IM to use its company name and logo for marketing and/or commercial activities (including, but not limited to, using the customer's company name in marketing materials, marketing efforts and/or customer proposals).

## 12 LIMITATION OF LIABILITY

12.1 Nothing in this Agreement shall be deemed to be an exclusion or limitation (or attempt to create an exclusion or limitation) of either party's liability for:

12.1.1 death or personal injury claims arising from a party's negligence; and/or

12.1.2 fraud or fraudulent misrepresentation; and/or

12.1.3 any other matter for which it would be unlawful for such party to attempt to exclude or limit its liability.

12.2 The parties acknowledge and agree that it is fair and reasonable for IM to exclude and limit its liability as provided in this Agreement.

12.3 The Customer shall indemnify IM in relation to any costs, losses, damage or other liabilities incurred by IM in connection with any claim (including those relating to rectifying any conflict) by a third party that the collection, storage, handling, destruction, wiping, shredding or remarketing of any Articles or IT Assets is in breach of or infringes any of such third party's contractual, common law or other legal rights.

12.4 The Customer acknowledges that IM's knowledge of any Articles is limited to the physical existence of each Container and that Iron Mountain has not (i) verified and is not supposed to verify the Containers' content with regard to the inventory communicated by the Customer and (ii) knowledge and is not supposed to know the nature, content, value or signification of any Articles.

12.5 IM's total liability in respect of loss of or damage to tangible property (excluding Articles and/or IT Assets) shall not in any circumstances exceed €1,000,000 (one million euros) in aggregate throughout the term of this Agreement.

12.6 Iron Mountain is bound by an "obligation de moyen" as construed under French law. Customer shall prove the breach and/or total or partial non-performance by Iron Mountain of its obligations under this Agreement.

12.7 IM shall only be liable for losses or damages that arise as a result of IM's negligence in connection with the Services and any such liability, within the limit of the liability thresholds set forth under clause 12.8, shall not exceed:

12.7.1 in respect of loss or damage to Media or Media Containers, €50 per loose Media item stored by IM or €250 per Media Container for each Media item or Media Container that is subject to loss and/or damage;

12.7.2 in respect of loss or damage to Records, €1 per Records Container and/or €3 per linear meter of open shelf files (as appropriate) for each Records Container or linear meter of open shelf files that is subject to loss and/or damage;

12.7.3 in respect of loss or damage to Images, the lower of the Customer's proven losses or the total Fees paid by the Customer to IM for the imaging services in the 3 months preceding the event which gave rise to the claim;

12.7.4 in respect of loss or damage for any other Services, the lower of the Customer's proven losses or the total Fees paid by the Customer to IM for the concerned Services in the 6 months preceding the event which gave rise to the claim.

12.8 IM's liability, for all types of damages, including under Article 8, shall not exceed the amount of 500.000€.

12.9 Subject to clause 12.10, IM shall not be responsible or liable in any manner whatsoever for the destruction or damage to any IT Assets delivered to it for disposition or resale, and shall have no liability for the erasure, destruction or disposal of such IT Assets pursuant to Customer's direction.

12.10 IM's total liability in respect of loss of or damage to any IT Assets that takes place after any IT Asset has been assigned a Resale FMV, and the Resale FMV and agreed Percentage Return has been communicated to the Customer, shall not in any circumstances exceed the value of the Percentage Return. Any liability of IM pursuant to this clause 12.10 shall be payable to the Customer by way of credit to be applied against future Services. IM shall not be responsible or liable for any loss of or damage to any IT Asset(s) prior to the assignment of a Resale FMV to the same or to IT Assets deemed to have no Resale FMV.

12.11 Subject to clause 12.1 and without prejudice to the Customer's obligation to pay the Fees, each party's liability shall be limited to direct damages and in no event and under no legal theory, including tort, contract or otherwise, shall either party be liable for any indirect, special, incidental or consequential damages (including loss of profits) even if advised of the possibility of the same.

12.12 IM shall not be liable for any delay, damage or inability to perform Services caused by force majeure event, fire, flood or storm, epidemic, pandemic, government actions, labour unrest, riots, terrorist acts, unusual traffic delays or other causes beyond its control. If such inability persists for a continuous period of more than 30 days, either party may terminate this Agreement by notice in writing to the other.

12.13 IM shall not be liable for any losses incurred by the Customer to the extent such losses result from IM complying with the instructions of the Authorised Users (or such other individuals as may be authorised by agreement between the parties).

12.14 IM has subscribed a general insurance within the limits of its liabilities under this Agreement. The Customer can insure the Articles and/or their content with an insurance company for the amount it considers appropriate and shall obtain from its insurers their waiver to their subrogation right against IM.

12.15 IM shall be entitled to comply with any judiciary or administrative decision, of whatever nature, regarding the Articles, subject to notifying the Customer upon receipt of such decision, except where such notification is prohibited by law. The Customer shall reimburse IM the costs reasonably incurred by IM in order to comply with such decision.

12.16 **The Customer acknowledges that its attention has been particularly drawn on the liability limitations and exclusions set forth under the present clause, that it considers them acceptable, fair and reasonable given IM insurance possibilities, the amount of the Fees paid and the market practice. The Parties acknowledge that IM's acceptance of larger liabilities would lead to a substantial and significant change in the Services and Fees, in order to enable it subscribing additional insurances.**

### 13 TERMINATION

13.1 In addition to the rights provided in clauses 2, 9 and 12.12, either party may terminate this Agreement by notice in writing to the other if such other party is in material breach of its obligations under this Agreement and such other party fails to remedy such breach within 20 Working Days of service of a written notice, specifying the breach and requiring it to be remedied.

### 14 NOTIFICATIONS, COMPLAINTS AND LEGAL ACTIONS

14.1 In the event of any complaint/claim by the Customer against IM for loss, damage, or destruction of the Articles and/ or IT Assets or any claim or cause of action relating to the provision of the Services such complaint/claim must be made in writing to IM within a reasonable period, and no later than sixty (60) days after (i) delivery or return of the Articles and/ or IT Assets concerned to the Customer, or (ii) after the Customer has been notified by IM of the loss, damage, or destruction of all or part of such Articles and/ or IT Assets.

14.2 Any formal legal proceedings issued by the Customer against IM for loss, damage, or destruction of the Articles and/ or IT Assets or any claim or cause of action relating to the provision of the Services shall only be valid if made within the required deadlines and in accordance with Article 14.1. above, within 12 months of:

- 14.2.1 the date of performance of the relevant Services; or
- 14.2.2 the date when the loss, damage, or destruction of all or part of the Articles has been communicated to the Customer; or
- 14.2.3 the Customer otherwise becomes aware, or reasonably ought to have become aware, of the same (subject to this date not being more than 12 months after the expiry or termination of the Services);

and the Customer shall be deemed to have expressly waived any such claim after the expiry of the above time limit.

14.3 All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address provided in the Order Form or such other address as the parties shall notify to one another in writing from time to time, by registered letter.

14.4 Notifications sent to IM pursuant to clause 14.1 above should be marked for the attention of IM's nominated main contact as shall be notified to the Customer from time to time (if any).

### 15 EMPLOYEES

15.1 Neither the Customer nor IM have agreed on any transfer of employee to IM under the performance of the Services, by the operation of law.

15.2 Customer shall indemnify IM of any direct or indirect claim against it in relation with the performance of the Agreement, brought by an employee, ex-employee, subcontractor, agent or representative of the Customer.

### 16 AUDIT RIGHTS

16.1 IM shall provide to the Customer or the Customer's internal audit staff or properly appointed external auditors, as the Customer may notify IM in writing from time to time ("Auditors"), or the Customer's regulators ("Regulators"), reasonable access to the records relating to the Services (but excluding any financial or proprietary information of IM or other customers) at the IM Facilities at such reasonable times that IM considers to be appropriate subject at all times to the Customer:

- 16.1.1 providing at least 15 working days' prior written notice to IM and a reasonable opportunity to agree the scope of any audit;
- 16.1.2 complying with IM's security measures and policies at the IM Facilities;
- 16.1.3 ensuring that prior to any access to the IM Facilities the Auditors or Regulators sign IM's non-disclosure agreement;
- 16.1.4 (except where an audit is imposed by the Regulators) ensuring that only one such audit shall take place in any one calendar year; and
- 16.1.5 paying any reasonable costs properly incurred by IM at IM's standard rates.

### 17 COMPLIANCE

17.1 The parties shall act in compliance with all applicable anti-bribery and corruption French laws and regulations.

17.2 The parties shall individually maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to the Services that would constitute an offence under any applicable anti-bribery and corruption laws and regulations.

17.3 The parties shall take all reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its suppliers and, to the extent reasonable, other parties in the supply chain).

### 18 GENERAL

18.1 No addition to, or modification of, any provision in this Agreement shall be binding on either party unless made in writing and signed by duly authorized representatives of both parties.

18.2 The Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations whether in whole or in part without the prior written consent of IM, such consent not to be unreasonably withheld or delayed.

18.3 The Customer authorizes IM to subcontract the Services to any third party provided that IM remains the main contractor and responsible for the Service's performance.

18.4 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it.

18.5 The Customer represents and covenants that upon the Effective Date and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.

18.6 Customer will not provide IM with any Deposits (including Articles, goods, software, services, and/or technical data) that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term of the Agreement Customer determines that it can no longer comply with this Section, Customer must immediately notify IM in writing. Customer shall take no action that causes IM to be non-compliant with applicable export control laws and regulations as it relates to the Deposits.

18.7 If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through IM's standard procedures prior to performance by IM of the Services. IM will charge an order fee for every Customer service order processed with the help of IM's customer service (orders placed via email or phone). Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight hours of request by IM. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to IM covering the Services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.

18.8 If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable and which most closely reflects the intent of entering into this Agreement.

18.9 This Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior agreements, negotiations, correspondence, representations (except fraudulent representations), understandings and communications between the parties, whether written or oral, respecting the subject matter.

18.10 This Agreement shall be governed by and construed in accordance with the laws of France and the parties irrevocably submit to the exclusive jurisdiction of the Evry Courts.