

SPHEREA Test & Services GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF INTELLECTUAL SERVICES

Ref. MSP_ENR_01_02_GCP_PI_V1

Article 1 – Definitions and Scope of Application

These General Terms and Conditions for the Purchase of Intellectual Services (hereinafter referred to as the "**GTC IS**") apply to any order (hereinafter the "**Order**") issued by SPHEREA Test & Services and all its subsidiaries under the meaning of Article L233-1 of the French Commercial Code (hereinafter the "**Buyer**") to a service provider (hereinafter the "**Provider**") for intellectual services (hereinafter the "**Services**"). The Buyer and the Provider are collectively referred to as the "**Parties**".

The GTC IS shall be deemed accepted by the Provider upon the occurrence of the first of the following events:

- Receipt by the Buyer of the Order acknowledgement within fifteen (15) calendar days from the date of issue of the Order;
- Or commencement of performance.

Any reservations or conditions added by the Provider that conflict with these GTC IS shall only be considered accepted by the Buyer if a new Order incorporating them is issued by the Buyer.

The execution of the Order is governed by the following contractual documents, in descending order of priority:

- Any specific purchase conditions negotiated and signed by the Parties;
- These GTC IS annexed to the Order;
- The Buyer's specifications referenced in the Order;
- The Provider's technical and commercial proposal.

Article 2 – Ordering Process

A request for a technical and commercial proposal (hereinafter a "**TCP**") shall be made by

the Buyer to the Provider based on a specification document (hereinafter a "**SD**").

To be valid, the TCP must include at least the following:

- Reference to the SD number concerned.
- The trigram of the profile selected for the assignment.
- A detailed month-by-month breakdown of average daily rates (hereinafter "**ADR**").

The Provider undertakes to acknowledge receipt of the Order within fifteen (15) working days.

Article 3 – Acceptance Process

Acceptance of the Services shall be carried out progressively according to the milestones defined in the Order. Services not completed within the deadlines specified in the Order cannot be accepted early and therefore cannot be invoiced by the Provider.

Each acceptance shall be recorded in a joint acceptance report (hereinafter the "**AR**") signed by the Parties.

- The AR shall include at least :
- The Service or "Item" number concerned;
- The quantity ordered and the quantity received;
- The amounts corresponding to the quantities delivered (unit price and total price).

It is agreed that the Provider's delivery note may serve as an acceptance report provided it is signed by SPHEREA and bears the statement "Approved for acceptance". Acceptance can under no circumstances be tacit.

Where required by contractual or regulatory provisions, the Provider shall deliver a certificate of conformity to the Buyer.

Article 4 – Late Delivery Penalties

Any delivery made after the date stated on the Order, or any delivery deemed non-compliant under these GTC IS, entitles the Buyer to claim late penalties automatically and without further formalities. These penalties amount to one percent (1%) per calendar day of delay, applied to the value of the delayed or non-compliant Order, up to a maximum of twenty percent (20%) of the total Order amount.

Any delay exceeding one calendar month may result in termination under the "Termination" clause. Payment of these penalties does not release the Provider from liability for delay or non-compliance. The Parties agree that the Buyer may freely offset mutual claims and debts in the event of an undisputed grievance, without prejudice to any damages for losses incurred by the Buyer.

Article 5 – Financial Conditions

Unless otherwise stipulated in the Order, the prices stated by the Provider in its TCP are fixed, expressed in euros (EUR/€), inclusive of taxes, and include costs as per the INCOTERM®2020 mentioned in the Order or SD.

The Provider's invoicing shall follow the schedule defined in the Order and depend on milestones validated by the Buyer. No payment shall be due if the Services do not comply with contractual requirements or if Deliverables are not approved by the Buyer.

Article 6 – Service Warranty

Unless otherwise stipulated in the Order, the Services are guaranteed by the Provider for twelve (12) months from acceptance.

Article 7 – Provider's Obligations

7.1 General – The Provider undertakes to perform the Order in compliance with all contractual requirements, professional standard, applicable regulations, and norms.

The Provider shall determine, under its responsibility, the resources necessary for execution and ensure it holds all rights, authorisations, elements, and information required. These resources shall be maintained throughout the Service.

7.2 Duty to Inform - The Provider shall immediately inform the Buyer of any internal or external difficulty or anomaly identified or likely to occur during execution.

7.3 Obligation of Result - Each Order is executed under an obligation of result. The Provider notably undertakes to:

- Assume full responsibility for managing and performing the Service, including selecting human and technical resources;
- Meet agreed deadlines and bear consequences of any delay (penalties, damages, etc.);
- Implement monitoring and reporting systems to inform the Buyer of progress according to defined milestones;
- Correct any non-compliance at no additional cost to the Buyer.

7.4 Service on Buyer's Premises – When performing Services on the Buyer's premises, the Provider shall act autonomously and independently. Buyer's sites are « protected » and access is restricted and subject to authorization. The Provider shall comply with workplace safety regulations and ensure its personnel (hereinafter "**Participants**") adhere to the Buyer's prevention plan, internal rules, fire safety, IT charter, code of conduct, and similar documents.

The Provider shall ensure Participants bring all necessary office and IT equipment and that:

- it meets performance standards and compatibility requirements (e.g. Dell Latitude/Precision/PRO, HP PRO range).
- Equipment and software have been tested before connecting to the Buyer's network.
- Windows 11 configuration accepted.
- Administrator account known and provided to Buyer's IT department.
- No security restriction (Bitlocker, USB/CD/BIOS locks, etc.)
- Full system imaging at least three (3) days before mission start.

The Provider undertakes that its Participant shall not connect other IT equipment or change the operating system without first submitting a written request to the Buyer's IT department.

The Provider remains responsible for this equipment and shall take out insurance accordingly.

When the Services require the Participant to use the Buyer's messaging system, the Participant must sign their emails in such a way as to make a clear distinction between the Buyer and the Provider.

At least three (3) days before the end of the Services or in the event of the Participant's departure or replacement, the Participant shall make an appointment with the Buyer's IT department in order to carry out the necessary actions on the equipment or to conduct a joint inspection of the resources made available by the Buyer. The Participant shall also return any access badges received from the Buyer.

7.5 Training – The Provider shall ensure Participants are adequately trained and experienced.

7.6 Reversibility – Upon expiry or termination of the Order, the Buyer may request a reversibility process. The Provider shall assist during the Buyer-defined reversibility period of maximum three (3) weeks and provide a reversibility plan detailing actions for continuity. This service shall be quoted based on the tariff annexed to the Order.

7.7 Insurance – The Provider shall maintain professional liability insurance throughout the Order and provide proof upon request.

7.8 Use of Artificial Intelligence – Unless otherwise stipulated, the Provider shall not input Buyer's data, documents, or information into artificial intelligence tools. If artificial intelligence tools are used, the Provider remains fully responsible for compliance. Any generated content or intellectual property shall belong to the Buyer, subject to third-party rights.

Article 8 – Buyer's Obligation

8.1 General – The Buyer undertakes to pay the agreed price and provide necessary information in good faith.

8.2 Training on Buyer's Tools – If specific Buyer tools are required, the Parties shall establish a training agreement before execution.

Article 9 – Transfer of Results / Intellectual Property Rights

9.1 Background Intellectual Property – When documents, knowledge, processes, drawings, software, models, whether patented or not, protected or protectable or not, including know-how, and in general any information of any nature and in any medium that one of the Parties already owned prior to the entry into force of the Order or created/obtained independently of the latter (hereinafter "**Background IP**") are exchanged between the Parties for the purposes of the Order, no transfer of ownership shall take place.

9.2 Results – The ownership of all items covered by the Order, regardless of their nature, medium, or form, including processes, data, software, bundles, plans, technical notes, drawings, models, prototypes, test sets or any other item, whether or not protected by intellectual property rights, and produced or developed by the Provider on the basis of the Buyer's plans/diagrams/other specifications (hereinafter the "**Results**") is transferred from the Provider to the Buyer as and when the milestones and payments set out in the Order are reached.

As the sole owner of the Results, the Buyer is free to use, modify, reproduce, and exploit the Results as it sees fit.

9.3 License to use the Provider's Background IP incorporated into the Results

Where Results require Provider's Background IP, the Provider grants the Buyer a free, non-exclusive, transferable and worldwide license.

9.4 Warranty – The Provider guarantees originality or necessary rights for the Services and Results, ensuring no infringement of third-party rights. In case of claims, the Provider shall:

- Inform the Buyer immediately ;
- Indemnify and defend the Buyer at its own expense.
- Defend the Buyer at its own expense in the event of legal or extrajudicial action.
- Provide an alternative solution to the Results concerned, at its own expense and as soon as possible, to enable the Buyer to continue its business without infringing the rights of third parties.

If use of Results becomes impossible due to a third-party claim, the Buyer may terminate the Order at the Provider's sole fault.

Article 10 – Non-Solicitation

The Buyer shall not solicit or employ any Participant for twelve (12) months from the start date of the Services, except in cases of spontaneous application, termination of employment with the Provider, or specific written agreement.

Article 11 – Confidentiality and Publicity

The Parties undertake to treat as confidential all information, regardless of its subject matter (technical, industrial, financial, commercial, etc.) nature (know-how, methods, processes, technical and installation details, etc.), medium (written or printed documents, CD-ROMS, etc.) and mode of transmission (written, oral, graphic, computerized, etc.) communicated between the Parties or to which they may have had access in connection with the performance of the Order (hereinafter referred as “**Confidential Information**”). The Provider is required to take all measures to ensure that Confidential Information is not communicated or disclosed to third parties, either by itself or by its employees and subcontractors. This confidentiality undertaking shall remain in force for the duration

of the Order and for five (5) years following receipt of the Services.

Furthermore, unless the Buyer has given its prior written consent, the Provider undertakes not to disclose to third parties the existence of its commercial relations with the Buyer, nor to disclose all or part of the Services provided, apart from the Buyer's Confidential Information.

Article 12 – Subcontracting

Under no circumstances may the Provider subcontract all or part of the execution of the Order without obtaining the prior written consent of the Buyer. In the event that the Provider is authorized to subcontract, the Provider assumes full responsibility for compliance and indemnifies the Buyer against any claims or damages.

Article 13 – Liability

The Provider assumes full responsibility towards the Buyer for the conformity if the Services provided and incorporated into the Buyer's products or sold as is to the Buyer's customers, as well as for compliance with all the terms and conditions therein. The Provider undertakes to indemnify the Buyer against any claim that may be made in this respect, and against any harmful consequences that may result for the Buyer and/or its own customers.

In the event of non-performance of the Order or breach of the terms and conditions of these GTC IS, the Buyer shall be entitled to claim compensation from the Provider for the damage suffered, as well as reimbursement of any sums already paid to the Provider or any costs incurred in order to remedy the Provider's failure.

Article 14 – Force Majeure

In the event of the occurrence of an event constituting force majeure as defined by French law and case law, the obligations of the Parties shall be suspended. The Provider shall promptly inform the Buyer and take all reasonable measure to minimize the delay. If the Provider is unable to deliver the Services within a period of three (3) months after the scheduled delivery

date, the Buyer shall be entitled to cancel the Order without charge.

Article 15 – Ethics

The Buyer has established a “Responsible Purchasing” Charter Ref. MSP_ENR_03_RESPONSIBLE PURCHASING CHARTER, at the latest version in force on the date of placement of the Order, providing a legal framework for the rules applicable with its suppliers. The Provider acknowledges having received and read this charter and undertakes to conduct its activities responsibly wherever it operates, in accordance with the principles set out therein. The Provider further undertakes to comply with the legal provisions on combating corruption in accordance with the Sapin II Law relating to transparency, the fight against corruption and the modernization of economic life (Law 2016-1691) of 09/12/2016. The Provider guarantees that neither it nor its executives or managers have been subject to civil or criminal sanctions, in France or abroad, for violations of laws and regulations relating to the fight against corruption.

Article 16 – Personal Data Protection

The Parties shall act in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation, applicable as from 25 May 2018 (hereinafter the “**GDPR**”), and all national regulations such as the French Data Protection Act No. 78-17 of 6 January 1978 or local national regulations. Each Party may collect and process the other Party’s Personal Data for the purposes of executing the Order and/or managing the supplier file containing natural persons and/or for managing its customers and prospects. In such cases, the Party concerned is the data controller within the meaning of the GDPR and undertakes to comply with it. The Provider may also collect and/or process personal data on behalf of the Buyer’s client acting as a subcontractor of the Buyer for the processing of its employees’ personal data, within the meaning of Article 4 of the GDPR. The Provider may not transfer personal data outside the European Economic Area except with the Buyer’s prior written consent and subject to the implementation of appropriate safeguards

(standard contractual clauses, certification, etc.). Any failure by the Provider to comply with GDPR obligations shall constitute a breach of its essential obligations, which may result in partial or total termination of the Order for fault in accordance with the provisions of the “Termination” article. The Buyer reserves the right to carry out or have carried out a compliance audit of the Provider to ensure compliance with GDPR obligations. Upon expiry or termination of the Order, the Provider undertakes to delete or return all processed personal data and to provide a destruction certificate at the Buyer’s request.

Article 17 – Export Control

The Provider guarantees that the Services delivered under the Order comply with the rules of the final destination and, in particular, the Provider guarantees to obtain all export authorizations from the competent authorities and to comply with all national and international regulations applicable to the Order in terms of export control. The Provider undertakes to inform the Buyer of the classification of the Service it delivers. This information, the identification of the Service concerned, and the item number must appear on the Order acknowledgement, the invoice and the delivery documents. Any impediment to SPHEREA enjoying full freedom to export the Service due to the Provider’s failure may lead the Buyer to terminate the Order.

The Parties shall refrain from selling, supplying, exporting or re-exporting, directly or indirectly, supplies or services related to an Order to Russia/Belarus or for use in these countries or in any other country where exporters from the European Union are prohibited from selling, supplying, exporting or re-exporting such supplies or services. The Parties shall ensure that any third party they engage complies with the prohibition regarding Services related to an Order. In the event of any problem or question encountered in implementing the above requirements, the Party concerned shall immediately inform the other Party.

Article 18 – Cybersecurity and II 901 Requirement

The Provider acknowledges having read the legal and regulatory provisions relating to its

obligations arising from access to or possession of information or media protected by a protection marking. The Provider declares that it complies with the obligations arising from the application of Interministerial Instruction No. 901/SGDSN/ANSSI of 28 January 2015 relating to the protection of sensitive information systems. Accordingly, information and media subject to specific dissemination restrictions due to their content bear the marking “Restricted Distribution” or “**DR**”. This marking expressly limits the circulation of such information and draws attention to the strict need-to-know principle. Under the legal and regulatory provisions on secrecy protection, the Provider undertakes:

- To ensure the protection of information or media bearing the “DR” marking that it may access under an Order,
- To disclose them only to its personnel who need to know,
- To inform such personnel of the discretion rules applicable to such information and of their contractual responsibilities,
- To immediately notify the Buyer of any risk of disclosure of “DR” information.

Article 19 – Termination of the Order

19.1 Termination for Cause - In the event of non-performance or breach by the Provider of its contractual obligations, the Buyer may lawfully terminate, in whole or in part, the Order, thirty (30) calendar days after a formal notice has remained without effect, sent by registered letter with acknowledgement of receipt, without prejudice to any damages. Termination shall then take immediate effect.

19.2 Termination for Convenience - The Buyer may also, irrespective of any fault or non-

performance by the Provider, unilaterally terminate the Order in whole or in part by registered letter with acknowledgement of receipt, without the Provider being entitled to claim any damages, subject to a notice period of sixty (60) calendar days.

19.3 Consequence of Termination - On the date of receipt of the termination notice, the Provider shall cease performance of the Service. The Parties shall draw up a joint report on the status of the Services. If the Provider obstructs the joint report, the Buyer shall prepare it alone based on supporting documents. Any Service performed shall be paid for in accordance with the Order. In the event of termination for cause, the Buyer may exercise the rights set out in the article “Liability” of these GTC IS.

Article 20 – Governing Law and Dispute Resolution

The GTC IS are governed by French law.

The Parties undertake to attempt to resolve any dispute relating to an Order amicably. If, within thirty (30) calendar days from notification of the dispute by one of the Parties, no solution is found, the Parties grant exclusive jurisdiction to the courts of Toulouse to settle the dispute.