



## SBS SAAS GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**GTCs**"), together with any Specific Terms and Conditions ("**STCs**") and/or Statements of Work ("**SOWs**") concluded between Sopra Banking Software Limited, a limited company registered in England and Wales with registered company number 01454835, having its registered office at 350 Euston Road, London, England, NW1 3AX ("**SBS**") and the customer entity identified in the STCs and/or the SOW ("**Customer**") govern the provision of Services (as defined below) by SBS to Customer ("**Agreement**").

### 1. DEFINITIONS

**"Access Identifiers"** refers to the password and similar identifiers Beneficiary issues to Authorized Users to access and use the SBS Offerings.

**"Affiliate"** refers to any entity directly or indirectly controlling, controlled by, or under common control with SBS. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the power to direct or cause the direction of the management and policies of entity (whether through the ownership of voting securities, by contract or otherwise), or ownership of more than 50% of the voting securities of that entity.

**"Authorized Country/ies"** refers to the country/ies from which Beneficiaries and Authorized Users are authorized to access and use the SBS Offerings and Documentation, as defined in the STCs. If no Authorized Country is the STCs, Beneficiaries will be deemed authorized to access and use the SBS Offerings from all over the world.

**"Authorized Users"** means Beneficiaries' employees, agents and independent contractors that (i) are authorized by Beneficiaries to access and use the SBS Offerings, (ii) are bound by terms and conditions no less restrictive than those contained herein, (iii) are acting on behalf of Beneficiaries and (iv) for which Beneficiaries explicitly take full responsibility and liability. For SBS Offerings that are specifically designed to allow Beneficiaries' clients, agents, customers, suppliers or other third parties to access the SBS Offering to interact with Beneficiaries, such third parties will be considered "Authorized Users" subject to the terms of this Agreement and the applicable STCs.

**"Beneficiary"** refers to any entity identified in the STCs that is granted the right by SBS to allow Authorized Users to access and use the SBS Offering.

**"Confidential Information"** means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be deemed confidential or proprietary to a reasonable recipient, including, without limitation, the SBS Offerings, Documentation, the Agreement and any SBS-provided pricing. Confidential Information does not include information that (i) the receiving Party lawfully obtained prior to its disclosure by the disclosing Party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving Party in violation of this Agreement or (iii) becomes lawfully known to the receiving Party on a non-confidential basis from a source other than the disclosing Party. **"Customer Data"** refers to all information, data and files transmitted or uploaded to or stored on the Infrastructure by Beneficiaries or Authorized Users in connection with the use of the SBS Offerings.

**"Documentation"** means the documentation made available to Customer by SBS during the term of the Agreement, describing the SBS Offerings and the instructions for using them.

**"DPA"** refers to the then-current data processing addendum at <https://sbs-software.com/saas-agreement-documents/>.

**"Effective Date"** means, with respect to each STCs, the date on which the STCs come into force as specified in the STCs, or, if none, the date of the last signature of the STCs.

**"Implementation Services"** refers to the professional services performed by SBS in relation to the SBS Offerings as further described in a SOW.

**"Infrastructure"** refers to all standard or optional equipment, servers, connections, software and related services set up and operated by SBS or its providers, and on which the SBS Offerings are hosted and operated.

**"Party(ies)"** refer to Customer and SBS, either individually or jointly.

**"Prerequisites"** refers to the technical specifications required by SBS for access to the SBS Offerings and its operation, as defined in the STCs.



**"SBS Offerings"** refers to the application features and/or standard or optional APIs made available to Customer in SaaS mode, including Updates, as further described in the STCs.

**"Services"** refers to the SBS Offerings and/or Implementation Services purchased by Customer and further described in the STCs and/or SOW.

**"Specific Terms and Conditions" or "STCs"** mean, SBS's standard specific terms and conditions (or other similar document duly executed by the Parties) entered into pursuant to this Agreement which specifies the SBS Offering to be ordered by Customer hereunder, and notably the fees therefor.

**"Statement of Work" or "SOW"** means SBS's standard statement of work (or other similar document duly executed by the Parties) entered into pursuant to this Agreement that describes the Implementation Services to be provided by SBS to Customer.

**"Subscription Term"** means the period identified in the applicable STCs during which SBS is required to provide Beneficiary with the SBS Offering. Subscription Term includes Initial Term together with any Renewal Terms, as defined in the STCs.

**"SLA"** refers to the then-current service level agreements at <https://sbs-software.com/saas-agreement-documents/>.

**"SMP"** refers to the then-current security management plan at <https://sbs-software.com/saas-agreement-documents/>.

**"Updates"** refers to business-as-usual corrections, improvements and upgrades (such as hotfixes, patches, releases and excluding Major Updates) performed by SBS on the SBS Offerings and/or Infrastructure.

## 2. PROVISION OF SERVICES

**2.1. Provision of Services.** The Parties may execute one or more STCs and/or SOW referencing these GTCs pursuant to which Customer may purchase the provision of Services specified in the STCs and/or SOW. SBS will provide the Services to Customer in accordance with the terms of this Agreement. SBS will provide the Services in a good, diligent and professional manner in accordance with industry standards, and with the SLA, utilizing personnel with a level of skill commensurate with the Services to be performed. SBS' performance of the Services is dependent upon the timely completion of Customer's responsibilities and obligations under this Agreement.

**2.2. Use of Services.** Customer will use the Services in accordance with the terms of this Agreement and all applicable laws and regulations, solely for its own business purposes in the Authorized Countries. Customer will be responsible for the use of the Services by the Beneficiaries and the Authorized Users in accordance with the terms of this Agreement. Customer must ensure that its hardware, software, network connectivity and systems comply with the Prerequisites, and shall be solely liable for (i) the acquisition and maintenance of its network connections and telecommunications links from its systems to the Infrastructure, and (ii) all problems, delays, delivery failures and any other losses or damages caused by the Internet or arising from Customer's network connections or telecommunications links. Customer shall take all necessary actions and precautions to prevent the introduction and proliferation of malware on the Infrastructure through the use of the SBS Offerings by Beneficiaries and its Authorized Users.

**2.3. Customer Data.** Customer is responsible for the accuracy and completeness of the Customer Data provided to SBS and Customer shall obtain or maintain all necessary licenses, consents and authorizations regarding the Customer Data as may be required for SBS to provide and for Customer and Beneficiaries to benefit from the Services.

**2.4. Service tools.** SBS may use tools, scripts, software and utilities ("**Service Tools**") to monitor and administer the SBS Offerings. Such Service Tools shall not collect, report or retain any Customer Data hosted in the SBS Offerings production environment other than as necessary to resolve support requests or other problems with the SBS Offerings.

**2.5. Security and Business Continuity.** The security measures implemented by SBS in the provision of the Services are further detailed in the SMP. SBS implements its own business continuity plan ("**BCP**") to ensure the availability of the SBS Offerings, as further detailed in the SMP. This BCP is tested annually in accordance with good market practice. The documentation and result of those tests may be sent to Customer upon request.



**2.6. Updates.** From time to time, SBS may make Updates to the SBS Offerings and/or Infrastructure and/or URL terms, including to reflect changes in technology, industry practices, and/or patterns of system use. Such Updates must not (i) result in a material reduction of the security of the Services, (ii) expand the scope of or remove any restrictions on SBS' processing of Customer Data as described in the DPA, or (iii) have a material adverse impact on Customer's rights under the URL terms. SBS will notify Customer of any Updates to URL terms thirty (30) days before they become effective, unless required by applicable law or to address a material security risk.

### 3. PAYMENT TERMS

**3.1. Fees.** Applicable fees for the Services are set out in the STCs and/or SOW and are exclusive of taxes. Unless otherwise provided in the Agreement, all fees are non-refundable and non-cancellable. SBS will invoice Customer for the fees and Customer will pay SBS all invoiced amounts by bank transfer within thirty (30) days of the invoice date, without any deduction or withholding. All payments are due in euros.

**3.2. Taxes.** Value-added tax or any similar sales tax, if applicable, will be calculated separately and paid by the Customer. Value-added tax will be charged at the rate prevailing at the invoice date. If any authority imposes a customs duty, tax, levy or fee (including withholding taxes in relation to the Services), then Customer is responsible for, and will pay, any such customs duty, tax, levy or fee.

**3.3. Expenses.** Any travel and accommodation expenses incurred by SBS in the performance of the Services will be subject to Customer's prior written approval and reimbursed by Customer based on actual disbursements as duly justified by SBS with corroborative statements.

**3.4. Overdue Payments.** Failure to timely remit payment of all amounts set forth in the invoice shall, to the full extent permitted by applicable law (i) result in the imposition of late fees (as indicated on the invoice) on any past due amounts, as from the invoice due date, as well as the reimbursement, by Customer, of any recovery costs incurred by SBS in collecting overdue payment, as duly justified by SBS, and (ii) if Customer remains in default for thirty (30) days after being notified in writing to make such payment, entitle SBS to suspend the provision of the Services until payment is tendered in full, without prejudice to any other right and/or remedy of SBS.

### 4. INTELLECTUAL PROPERTY

**4.1. SBS IP.** Notwithstanding anything in this Agreement to the contrary, SBS and its licensors exclusively own all right, title and interest in and to all intellectual property and proprietary rights ("IPR") in the SBS Offerings, Documentation, software and technology and methodologies created by or for, or licensed to, SBS and any updates to, or derivative works of, the foregoing ("SBS IP"). Except for the rights and licenses expressly granted in Section 4.2, SBS, on behalf of itself and its licensors, reserves all rights in the SBS IP.

**4.2. Access and use rights of SBS Offerings.** In consideration of the payment of the fee set forth in the STCs, and subject to Customer's compliance with the Agreement, SBS grants Customer and Beneficiaries a non-exclusive, non-assignable and non-transferable right to access and use the SBS Offering for their own exclusive business purposes, for the Subscription Term (as defined in the STCs), and in accordance with the Agreement. Customer ensures that it has all IPR necessary to access and use the SBS Offerings and as may be required for the means made available to SBS by Customer for the provision of the Services (as identified in a SOW). Customer shall fully indemnify SBS of all damages suffered due to third-party claims in this regard.

**4.3. Access Identifiers.** With regard to Authorized Users, Customer agrees and warrants that (i) Customer will not allow the use of one (1) user account by more than one (1) Authorized User unless it has been fully reassigned to one (1) other Authorized User, in which case the previous Authorized User will no longer have the right to access or use the SBS Offerings and Documentation, (ii) each Authorized User will keep their Access Identifier confidential and secure. Customer is responsible for implementing its own security measures to protect the Access Identifiers and prevent their disclosure to any third party.

**4.4. Restrictions.** Customer is prohibited from (and shall ensure that its Authorized Users do not), directly or indirectly (without this list being exhaustive): (i) copying, modifying, duplicating,



creating derivative works, or distributing any part of the SBS Offerings except as expressly permitted, (ii) decompiling, disassembling, reverse-engineering, or otherwise attempting to derive the source code of the SBS Offerings, (iii) using the SBS Offerings in excess of contractual use limits, or in a manner that circumvents use limits or technological access control measures, (iv) accessing the SBS Offerings for unauthorized purposes, such as creating competing products or services, (v) using the SBS Offerings for third-party services or commercially exploiting them beyond the scope authorized under this Agreement, (vi) circumventing security features or engaging in activities that disrupt the SBS Offerings, (vii) benchmarking or disclosing benchmark results without SBS' prior written consent, (viii) obstructing, removing or altering any intellectual and/or industrial property notice of SBS.

## 5. INDEMNIFICATION

**5.1. SBS Indemnification.** SBS will indemnify Customer against any settlement amounts approved by SBS and/or damages finally awarded against Customer by a court of competent jurisdiction in any judicial proceeding filed by an unaffiliated third party ("**Third-Party Claim**") to the extent arising from an allegation that the SBS Offering used in accordance with the Agreement infringe the third party's intellectual property rights.

**5.2. Customer Indemnification.** Customer will indemnify SBS against any settlement amounts approved by Customer and/or damages finally awarded against SBS in any Third-Party Claim to the extent arising from (i) any Customer Data or Component (as identified in a SOW) and/or (ii) Customer's, a Beneficiary's or an Authorized User's use of the Services in breach of the Documentation and/or Agreement.

**5.3. Indemnification Conditions.** Sections 5.1 and 5.2 are conditioned on the following: (a) the indemnified Party must promptly notify the indemnifying Party in writing of any allegation that preceded the Third-Party Claim and cooperate reasonably with the indemnifying Party to resolve the allegation and Third-Party Claim, (b) the indemnified Party must tender sole control of the indemnified portion of the Third-Party Claim to the indemnifying Party, subject to the following: (i) the indemnified Party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified Party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. A breach of this Section 5.2 shall not relieve the indemnifying Party from its obligations under Section 5.1 or 5.2 unless the indemnifying Party was materially prejudiced.

**5.4. Remedies.** If SBS reasonably believes the SBS Offerings might infringe a third party's intellectual property rights, then SBS may, at its sole option and expense, (i) procure the right for Customer to continue using the SBS Offerings, (ii) modify the SBS Offerings to make them non-infringing without materially reducing their functionality, or (iii) replace the SBS Offerings with a non-infringing, functionally equivalent alternative. If SBS does not believe the remedies in Section 5.4 are commercially reasonable and provides appropriate justification thereof to Customer, then SBS may terminate the impacted SBS Offerings, in which case SBS will refund to Customer any unused prepaid Fees that Customer paid to SBS for use of the terminated SBS Offerings.

**5.5. Sole Rights and Obligations.** Without affecting either Party's termination or suspension rights, this Section 5.4 states the Parties' sole and exclusive remedy under the Agreement for any Third-Party Claim of intellectual property rights infringement.

## 6. DISCLAIMER

Except as expressly set forth in this Agreement, to the extent permitted by applicable law, SBS disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written), and does not warrant that the Services will meet the requirements of Customer or will operate without interruption or error, or that all defects, errors, malfunctions or anomalies can be fixed. It is also further specified that the Internet, IT systems and equipment and telecommunications systems are not error-free, and disruptions, delays and failures can happen. SBS cannot provide any warranty in this regard and shall not, therefore, be held liable for any damage inherent to said use of the Internet or to Customer's IT systems, infrastructure, equipment and telecommunications systems.



## 7. AUDIT

**7.1. By Customer.** Customer or the supervisory authority in relation to the Customer, may, during the Subscription Term, with at least thirty (30) days' prior written notice (save where applicable laws requires a shorter period or such shorter period is required by a supervisory authority) and at its own expense, conduct or appoint a third party (subject to confidentiality obligations and provided that such third-party is not a competitor of SBS) to perform an audit of aspects of the SBS' operations that are relevant to the provision of the Service for the purpose of (i) fulfilling any request by the supervisory authority, or (ii) enabling the Customer to monitor the provision of the Services in accordance with the Agreement. For that purpose, SBS shall provide unrestricted rights of access to facilities, systems and documents. Audits must not disrupt SBS' operations or incur additional costs for SBS. SBS shall facilitate the audit by providing reasonable access to necessary information and documents. Beyond two (2) man-days of assistance per year, including responding to questionnaires or requests for information, Customer shall bear all additional costs incurred by SBS in connection with the audit, as duly justified by SBS. Customer shall provide a copy of the audit report to SBS at no cost, and the Parties shall jointly review its findings.

**7.2. By SBS.** SBS may remotely review the scope of Customer's use of the SBS Offering, and on SBS' written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement with respect to access to and use of the SBS Offering. If SBS determines that Customer has exceeded its permitted access and use rights to the SBS Offering, SBS will notify Customer and Customer will, within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional use rights commensurate with Customer's actual use. If Customer remains non-compliant after such 30 days, SBS may suspend Customer's use of the SBS Offering or terminate this Agreement for breach, in addition to any other rights and/or remedies available to SBS.

## 8. LIABILITY

**8.1. Consideration.** Each Party acknowledges that the limitation of liability set forth in this Section 8 reflects the distribution of risks between the Parties and the economic balance of this Agreement, and that the fees charged for the Services is based on said distribution of risks and limitation of liability.

**8.2. Limitation of liability.** SBS' total, aggregate liability related to this Agreement and the Services provided under this Agreement shall be limited to the total amounts paid or payable by Customer as per the STCs and/or SOW concerned by the claim during the 12-month period preceding the first event giving rise to liability.

**8.3. Excluded damages.** In no event will either Party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages, to the extent permitted by applicable law, as well as loss of profit, revenue, or anticipated saving, loss of business, opportunity, goodwill, or reputation. Additionally, SBS shall not be liable for claims by third parties against Customer (except for claims related to the infringement by SBS of third parties' intellectual property rights); or fines, penalties, or regulatory sanctions imposed on Customer. This section applies even if such Party has been advised of such damages in advance or if such damages were foreseeable.

**8.4. Unlimited liability.** Nothing in this Agreement shall exclude or limit each Party's liability for: (i) death or personal injury caused by its negligence, or (ii) fraud, (iii) breach referred to in article 5 "Indemnification" by either Party, (iv) breach of article 10 "Confidentiality" by either Party, (v) breach of Customer's obligations under article 3, (vi) damages that cannot be limited or excluded under applicable law.

## 9. INSURANCE

Each Party represents and warrants that it will maintain, for the term of the Agreement, a valid insurance policy covering its civil liability and any damage to its property.

## 10. CONFIDENTIALITY

**10.1. Use of Confidential Information.** The receiving Party shall only use the disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement,





and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own confidential information. Notwithstanding any other provision in the Agreement, the receiving Party may disclose the disclosing Party's Confidential Information (a) to its directors, employees, agents and Affiliates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 10; (b) with the disclosing Party's written consent; or (c) subject to Section 10.2, as strictly necessary to comply with a Request for Disclosure. The confidentiality undertakings in this Agreement shall survive any expiry or termination of the Agreement for a period three (3) years (it being provided that confidentiality of information covered by banking secrecy shall not be limited).

**10.2. Request for Disclosure.** Notwithstanding any provision to the contrary contained herein, the receiving Party shall be allowed to disclose Confidential Information to a judicial, governmental or regulatory body if compelled to disclose such Confidential Information pursuant to any legal, judicial, governmental or regulatory request (the "**Request for Disclosure**"), provided, however, that the receiving Party will: (a) promptly notify the disclosing Party prior to disclosure unless the receiving Party is legally prohibited from doing so; (b) use commercially reasonable efforts to object to, or limit or modify, any Request for Disclosure that the receiving Party reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful.

## 11. TERM AND TERMINATION

**11.1. Term.** Those GTCs become effective on the Effective Date and shall continue unless terminated as per Section 11.2.

**11.2. Termination.** Without prejudice to any other right and/or remedies, each Party may terminate this Agreement in its entirety: (i) on prior written notice if the other Party is dissolved or otherwise ceases its business operations or becomes subject to insolvency, receivership, liquidation or bankruptcy proceedings, unless prohibited by applicable law (ii) on notice if the other Party materially breaches this Agreement and does not cure such breach within 30 days after the other Party's receipt of notice of the breach. Furthermore, each Party may terminate the applicable STCs or SOW on notice if the other Party materially breaches such STCs or SOW and does not cure the breach within 30 days after receiving notice of the breach, (iii) if the competent authorities can no longer effectively monitor the Customer due to the terms of the Agreement or the circumstances associated with it, in which case termination will take effect in accordance with the notice period imposed by the said authorities. In this case, the price of the Services remains payable in full until the Agreement expires. For the purposes of this section, Termination shall take effect at the end of the mandatory destruction phase which may result in additional costs to the Customer.

**11.3. Consequences of termination.** Upon termination of this Agreement, whatever the cause: (i) all rights granted to Customer under this Agreement shall terminate immediately; (ii) Customer must pay all amounts due up to the termination date, provided that in case of termination due to Customer's breach, Customer must also pay all fees for the current commitment period (Initial or Renewal Term, as provided in the STCs), which shall become immediately payable and in case of termination due to SBS' breach, SBS will issue a pro-rata refund to Customer of any prepaid fees for the period after the termination date ; (iii) Either Party shall return and cease all further use, and destroy (and certify to the destruction) of any equipment, property, Documentation, Confidential Information and other items (including copies) belonging to the other Party; (iv) Customer Data will be provided to Customer, up to two times maximum (once for analysis and once for final restitution), in the storage format used by SBS, without modification, and encrypted to a level that ensures readability by Customer.

**11.4. Survival.** Any provisions expressly or implicitly intended to survive termination, including payment obligations, confidentiality, indemnification, restrictions on use, warranty disclaimers, and liability limitations, shall remain in effect.

## 12. APPLICABLE LAW AND JURISDICTION

**12.1. Applicable law.** The Agreement is governed by English law.

**12.2. Dispute resolution procedure.** In case of any dispute related to this Agreement and/or the Services ("**Dispute**"), and without prejudice to each Party's right to ask a court of



competent jurisdiction to order all injunctive relief, interim and/or provisional measures or *ex parte* proceedings, as may be required, the initiating Party shall request, by registered letter with acknowledgment of receipt, that within fifteen (15) days of receipt of said letter, senior management representatives of both Parties (who can be assisted by legal counsels, provided prior notice is given to the other Party) meet to attempt to resolve the dispute. If such an amicable resolution is not found by the Parties, the Parties shall be free to initiate judicial proceedings as per Section 12.3.

**12.3. Jurisdiction.** ANY DISPUTE WHICH COULD NOT BE AMICABLY RESOLVED AS PER SECTION 12.2 SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES NOTWITHSTANDING MULTIPLE DEFENDANTS OR INTRODUCTION OF THIRD PARTIES, EVEN FOR SUMMARY OR PRECAUTIONARY PROCEEDINGS, INTERIM MEASURES OR *EX PARTE* PROCEEDINGS.

### 13. MISCELLANEOUS

**13.1. Entire Agreement.** The Agreement states all terms agreed between the Parties and supersedes any prior or contemporaneous agreements between the Parties relating to the subject matter of the Agreement. In entering into the Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty, except those expressly described in the Agreement. The URL terms are incorporated by reference into the Agreement. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): (1) the SMP, (2) STCs, (3) SOW, (4) the Product Description (as referenced in the STCs), (4) the DPA, (5) the SLA, (6) the GTCs.

**13.2. Amendments.** Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both Parties.

**13.3. Personal Data.** The terms of the data processing addendum at <https://sbs-software.com/saas-agreement-documents/> ("DPA") apply to SBS' processing of Personal Data (as defined in the DPA).

**13.4. Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, neither Party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal). Both Parties will use reasonable efforts to mitigate the effect of a Force Majeure event. If the force majeure event lasts for more than thirty (30) days, then either Party may terminate the Agreement as of right, by registered letter with acknowledgement of receipt, without any judicial formalities and without any compensation being due, unless expressly agreed otherwise.

**13.5. Non-solicitation.** For the term of the Agreement and for twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit or employ any employee of the other Party who has been involved in the provision of the Services. In the event of a breach, the defaulting Party shall immediately pay liquidated damages equal to the employee's gross salary for the last twelve (12) months, regardless of whether the employee initiated the solicitation.

**13.6. Subcontracting.** SBS may subcontract all or part of its obligations under the Agreement, it being provided that SBS remains fully liable for the performance of its obligations under this Agreement. SBS shall notify the Customer of the specific services being subcontracted and the relevant information of the subcontractor(s). In the event that a Customer refuses to accept a proposed subcontractor, the Customer must notify SBS within thirty (30) days of receiving the notification. SBS shall then discuss alternative solutions with the Customer within thirty (30) days of receiving the Customer's refusal. If no agreement can be reached within this period, the Customer may terminate the affected STCs and/or SOW.

**13.7. Anti-bribery and international sanctions.** The Parties and their direct shareholders, directors, managers, employees or subcontractors ("**Representatives**") acknowledge the critical importance of adhering to regulations on trade sanctions, anti-corruption, influence peddling, and business ethics in all dealings with public or private entities. The Parties represent



and warrant that, to the best of their knowledge (i) neither they nor their Representatives have been convicted of or are under investigation for corruption-related offenses, (ii) they have not offered, promised, or granted any undue benefit to secure this Agreement or any other advantage. In performing the Agreement, the Parties and their Representatives shall (i) refrain from actions involving commissions, undue benefits, or granting advantages to public officials or other persons that could be deemed corruption or influence peddling under applicable laws, (ii) maintain effective programs or procedures designed to prevent acts of corruption or influence peddling. The Parties further declare that neither they nor their Representatives (i) are subject to sanctions imposed by France, the EU, the UK, the US, or the United Nations, nor are they listed on sanctions lists issued by these countries or organizations, (ii) conduct operations in countries under sanctions or maintain business relationships with sanctioned entities or persons, directly or indirectly, where such activities are prohibited. Each Party shall promptly provide information to substantiate compliance with this clause upon request. If either Party or its Representatives no longer comply with any of these representations or obligations during the term of the Agreement, they must immediately notify the other Party in writing, specifying the corrective measures being implemented. In the event of a breach of this clause, the defaulting Party shall take all necessary corrective actions. If such measures are not implemented, prove inadequate, or are deemed unfeasible, the other Party may terminate the Agreement with immediate effect by written notice, without compensation, and without prejudice to any other rights and/or remedies available to the non-breaching Party.

- 13.8. References.** Neither Party may issue press releases relating to the Agreement without the other Party's prior written approval, which will not to be unreasonably withheld. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 13.9. Waiver.** Failure by a Party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 13.10. Severability.** If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 13.11. Notices.** Any notice required or permitted by the Agreement shall be given in writing by registered mail with acknowledgement of receipt to the other Party's address set forth in the Agreement. Notices shall be deemed effective upon date of receipt.
- 13.12. Assignment.** Neither Party may transfer or assign all or any of its rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Customer agrees that SBS may assign and transfer its rights and obligations under this Agreement to an Affiliate.
- 13.13. No agency.** The Agreement does not create any agency, partnership, or joint venture between the Parties.
- 13.14. Electronic Signature.** This Agreement may be signed via an electronic signature tool. The Parties agree that electronic execution of this Agreement shall have the same legal force and effect as the exchange of original signatures, and each Party hereby waives all right to challenge the validity or authenticity of this Agreement based on the use of an electronic signature software tool.
- 13.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one Agreement.
- 13.16. Third Party Rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.