

**BROADPEAK GENERAL CONDITIONS OF PURCHASE  
(EQUIPEMENTS/SOFTWARE/SERVICES)**

Subject to its signature by the Supplier, or tacit approval by it through the performance of Orders falling within their scope, these General Terms and Conditions of Purchase (**hereinafter the “Conditions”**) are automatically applicable to Orders issued by Broadpeak, S.A. (**hereinafter “BROADPEAK” OR the “Buyer”**), a joint-stock company (French S.A.), with registered capital of 250 833,72 Euros, listed on the Rennes register of companies under n° 524 473 063, and whose registered office is at 3771 Boulevard des Alliés, Cesson Sévigné 35510 (France).

**1. PURPOSE AND SCOPE OF APPLICATION**

These Conditions state both Parties’ rights and duties in respect of the purchase of equipment (“Equipment”), software (“Software”) and services (“Services”), hereinafter collectively referred to as “Deliverables”, covered by any Order issued by BROADPEAK to the Supplier, to the extent that such Order is not ruled by contradicting specific contractual written conditions otherwise agreed between the Parties. Thus, these Conditions do not apply to Deliverables ordered by BROADPEAK under any separate framework agreement negotiated and executed by BROADPEAK and the Supplier.

**2. CONTRACTUAL DOCUMENTS**

Unless there is a prior and express special agreement between the Parties, those Conditions shall govern the relationship between the Parties and form an integral part of the Agreement.

In case of any discrepancy between the documents of such Agreement, they shall apply in the following priority order:

1. The PO including specific mutually agreed terms;
2. Such Terms & Conditions;
3. The Offer;
4. Any other document incorporated by reference.

The transmission of the Conditions by the Buyer does not constitute, in itself, any commitment from BROADPEAK to issue any order.

The Agreement shall come into force between the Parties upon the issuance of the PO by the Buyer, and shall govern the relationship

between the Parties for the duration required for the full performance of their respective agreed obligations.

**3. PURCHASE ORDERS**

**3.1. CONFIRMATION**

The Supplier will have three (3) working days from receipt of an Order to confirm it. In the absence of a response within this time period, it shall be deemed to be accepted and shall therefore be processed by the Supplier accordingly.

Within this notice period, the Supplier shall in particular ensure that the person signing the Order has the necessary power to engage BROADPEAK.

**3.2 CHANGE REQUEST**

The Supplier’s Offer shall include the right for BROADPEAK to suspend or cancel, in writing, any Order with at least a ten (10) working day prior notice from the date on which it is to be executed.

**4. DELIVERY/PERFORMANCE**

The Supplier shall deliver/perform the Deliverables on the Delivery Date and at the address specified on the Order.

The PO may provide for specific terms and conditions of delivery, performance, provision (such as, for instance, by electronic means), as well as specific acceptance terms and conditions.

Delivery times are binding and shall not be modified without BROADPEAK’s prior written consent.

The Supplier undertakes to inform BROADPEAK in writing as soon as possible in the event of any foreseeable delay in the performance of the Order and to take, at its own and sole expenses, any action necessary for a proper performance of the Order.

Any delay in the Delivery time due to a reason that is not directly attributable to BROADPEAK or to a Force Majeure event shall result in non-discharging penalties amounting to one percent (1%) of the total gross value of the Order per calendar day of delay, applicable as from the day following the Delivery Date specified in the Agreement. These penalties shall apply automatically, without notice and without prejudice to BROADPEAK’s right to claim

compensation for the damages for it resulting from such situation, and to terminate the Agreement in accordance with the terms of the “Termination” article herein.

**5. INFORMATION – ADVICE – COLLABORATION**

The Parties shall actively collaborate in the performance of this Agreement.

In addition, the Supplier has a duty to inform, advise and warn the Buyer. In this respect, it shall in particular request all information which could be essential to ensure a proper understanding of the Buyer’s needs and its environment, and for the proper performance of the Agreement, and it shall notify the Buyer of all missing, ambiguous or incomplete information. It shall propose any variant or adjustment that would allow an optimization of a Deliverable and/or its price, while meeting the specifications agreed with the Buyer.

It shall also warn the Buyer as soon as it becomes aware of any current or potential event which may affect the proper performance of the Agreement (e.g. technical prerequisites, or changes in models or versions soon to be available).

**6. PRICE – PAYMENT**

**1.1. PRICE**

The applicable prices are those specified in the Order.

Unless otherwise specified in writing in the Order or in any contractual document agreed by the Parties, the prices are firm, non-revisable and fixed; they include all costs, expenses, taxes, customs duties, excluding Value Added Tax (VAT). They are stipulated on the basis of the INCOTERM 2020 “DDP”.

The Supplier’s invoices shall necessarily reproduce the mandatory legal notices and those requested by the Buyer and will be sent to the billing address indicated by the Buyer.

**1.2. REVERSE CHARGE PROCEDURE (when applicable)**

In accordance with Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (and UK Inland Revenue VAT Notice 741A of 24 February 2010, §§ 14, 14a German VAT Act), the Supplier shall apply the Reverse-Charge-Procedure and acknowledges that the place of supply of the Deliverables to take into consideration for this matter shall be BROADPEAK’s site.

Accordingly, the Supplier shall not account for VAT of its own member state in its invoices. Instead, invoices issued by the Partner Supplier shall clearly indicate BROADPEAK as a recipient (Buyer) and shall show identification numbers of both Parties on the invoices.

### **1.3. WITHHOLDING TAX (*where applicable*)**

Should any payment be subject to withholding tax, such amount will be deducted from the amount to be paid. Upon request, BROADPEAK will provide related documentation to the Supplier. In the case a double taxation treaty applies, providing for a reduced withholding tax rate, BROADPEAK shall only withhold and pay the reduced tax on behalf of the Supplier if an appropriate approval certificate is issued by the competent tax authority in accordance with laws and regulations of the territory. If BROADPEAK, in good faith, pays the price to the Supplier without withholding or deduction and a subsequent audit identifies that a withholding or deduction should have been made from the price, the Supplier shall reimburse BROADPEAK for this withholding or deduction together with any interest and penalty once made by BROADPEAK to the relevant authority.

### **1.4. PAYMENT**

Payment by the Buyer shall be due upon the date and in the currency specified on the PO, and by default within forty five (45) days end of month of issuance of the invoice, without any prejudice to the enforcement of different mandatory time limits. In case the delivery/performance is subject to an acceptance procedure, the invoice shall not be issued before the finalisation of this procedure, the duration of which must remain reasonable and compliant with business practices.

In case of advanced payment, the Supplier shall propose a discount to the Buyer.

In case of late payment, the Supplier may apply an interest rate of three (3) times the then current French Legal interest. In addition, the legal fixed indemnity of forty (40) Euros compensating recovery costs will apply.

### **7. TITLE AND RISKS**

The title of ownership and the risks related to the Equipment shall pass to the Buyer upon the date of Receipt.

No retention of title clause enacted by the Supplier shall be invoked against BROADPEAK under the Agreement.

### **8. IMPORT AND EXPORT**

The Supplier undertakes to comply with all import/export regulations applicable to the Deliverables, in particular those relating to the export controls the final destination of the Deliverables and to dual use issues, as well as the procedures to apply for licenses or authorizations from administrative authorities for the export, re-export and transfer of Deliverables.

The Supplier shall promptly provide, on its own initiative, as well as upon request, all documents or information related to the required control of exportations regarding the Deliverables, including but not limited to, the Export Control Classification Number (ECCN), CCAT, the exceptions to the license, to the certification and/or to the authorization of relevant competent authorities, in order to enable BROADPEAK to comply with all applicable export control laws and requirements.

The Supplier warrants that it will carry out all formalities and declarations, and shall pay all related taxes and charges, ensuring that the Buyer cannot be qualified as an importer of the Deliverables in the European Union and in France, regardless of the Incoterm eventually selected by the Parties. The Supplier shall therefore ensure in particular that all formalities applicable to the manufacturer, required for the importation into the European Union and more particularly into France, have been carried out in due time.

The Supplier shall compensate the Buyer for any damage suffered as a result of non-compliance with this clause.

### **9. GENERAL WARRANTIES**

In addition to the legal warranties, which Supplier confirms as being fully applicable without any limitation of liability, the Supplier warrants that the Equipment and/or Software:

1. Are compliant with the specifications of the Agreement;
2. Are compliant with the legal or regulatory requirements applicable in France;
3. Are compliant with the most recent state of art at the date of the Order's validation and with the standard requirements for use;

4. Are not affected by any visible or hidden defect, including viruses and other elements presenting a IT security risk for the Buyer or the Users;

5. As a commercial warranty, the Supplier shall handle all malfunction arising within the (i) twenty-four (24) months in respect of Equipment or (ii) twelve (12) months in respect of Software, following the date of their Receipt, by repairing or replacing it as soon as possible and not later than fifteen (15) days from the Buyer's request, at no cost for the Buyer.

Furthermore, the Buyer shall be entitled to request the replacement or reimbursement of Deliverables that do not comply with the Supplier's legal or agreed obligations.

Supplier's prices shall take those warranties into consideration.

### **10. THIRD-PARTY CLAIMS**

The Supplier warrants, indemnifies and holds harmless the Buyer against any action, claim, and opposition or demand that would be issued on the basis of any infringement of intellectual property rights or any other right (e.g. image rights, unfair competition) of a third party. It shall therefore indemnify and reimburse the Buyer for any financial consequences arising or otherwise resulting from such a claim, including any costs and damages to which the Buyer may be condemned by a court decision or in the course of an alternative dispute resolution procedure, whether or not final, as well as any compensation and indemnification due to its clients or partners.

Without prejudice to the application of the other clauses of the Agreement, in such a case the Buyer may also require the Supplier to take one of the following actions, including as a precautionary measure, at no cost for the Buyer: (i) modify the Deliverables to prevent a new claim, and in particular to remove their infringing element; or (ii) replace all or part of the Deliverable subject of this claim, with other non-infringing Deliverables with equivalent functions and performance; or (iii) obtain from the third party the right to use the Deliverables, or, if none of the foregoing is possible; (iv) terminate the Agreement.

The provisions of this clause shall survive the expiration or termination of this Agreement.

## **11. INTELLECTUAL PROPERTY RIGHTS – OWNERSHIP & LICENSE**

### **11.1 General information**

Each Party shall refrain from any action or act which may infringe, even indirectly, the intellectual property rights of the other Party.

The Supplier declares having been granted all intellectual property rights required to design, manufacture and market, export/import the Deliverables under the terms of the Agreement. In the event of any restriction of use imposed by a third party holding rights on a component being part of, or associated to, a Deliverable (such as third party software), the Supplier shall notify the Buyer in writing and obtain the Buyer's agreement before accepting the Order.

### **11.2 Background IPR**

Any Intellectual Property existing prior to the Agreement remains the exclusive property of the concerned Party or its licensors.

The Supplier shall grant, and/or cause third parties to grant, as the case may be, a right of use Background IP to the benefit of the Buyer and the Users, at no additional cost and under conditions allowing the Buyer and/or the Users to fully enjoy the Deliverables under the terms of the Agreement.

### **11.3 Foreground IPR**

After agreement between the Parties on the items covered and their price, the Supplier shall assign to the Buyer all rights to the Intellectual Property specifically developed in connection with the Agreement, as it is developed or created ("Foreground IPR").

This assignment, which is fully included in the pricing of the Agreement, shall be on an exclusive basis, for the full duration of the protection applicable by laws or international conventions, and this for the entire world, in any form whatsoever, existing or future, and without restriction with regard to its use or exploitation, whether direct or indirect, in any kind or any manner whatsoever. Further to such assignment, the Buyer shall become the exclusive owner of the following rights: rights of reproduction, representation, broadcasting, adaptation, marketing, translation, decompilation, manufacturing, distribution, modification, exploitation free of charge or against payment, without limitation of destination, both in France and abroad, on any current or future medium (in particular paper, analog, digital or any other) and by any means known or unknown to date, in any language, for any

internal and/or external use, whether such use is made by the Buyer, its existing and/or future subsidiaries, its assignees or authorised third parties.

## **12. PERSONAL DATA PROTECTION**

The Parties undertake to comply with all applicable legislations on personal data protection, and particularly the Law No. 78-17 dated January 6<sup>th</sup>, 1978, as amended, relating to information technology, files and freedoms, and Regulation (EU) 2016/679 of the European Parliament and of Council dated April 27<sup>th</sup>, 2016 on the protection of individuals with regard to the personal data processing and the free movement of such data, and repealing the Directive 95/46/EC ("GDPR").

Each Party shall be considered respectively as a separate data controller of the personal data collected and processed by it for managing their business relationship.

Should one of the Parties process personal data in the name and on behalf of the other Party, the Parties undertake to execute a personal data processing agreement ("DPA" or "Data Processing Agreement") and/or Data Transfer Agreement, as applicable, prior to such processing activity.

## **13. CONFIDENTIALITY & SECURITY**

### **13.1 CONFIDENTIALITY**

In the event that a confidentiality agreement duly executed by the Parties conflicts with these Conditions, it shall prevail over the confidentiality provisions of this Agreement.

Where applicable, the Parties shall ensure that:

1. All information provided by one of the Parties to the other, relating in particular to the business plan, commercial, financial, legal, accounting, technical or marketing information of any nature whatsoever, such as know-how, data, technical processes, software, drawings, formulae, or any medium whatsoever, including any possible copies, in any form and on any medium whatsoever, shall be treated as confidential, whether or not identified as such, and shall therefore be used solely for the purpose of performing the Agreement.

2. Each Party is allowed to disclose such information only to its employees, as well as to the employees of its group entities or any

authorised subcontractors, on the condition and to the sole extent that the latter need such information for the proper performance of the Agreement.

3. The receiving Party shall ensure that the confidential information is treated with the same care and with the same level of protection as used for its own confidential information, and that this confidential information shall not be used, even partially, for any other purpose than the performance of the Agreement, unless otherwise agreed by the disclosing Party.

4. Neither Party is compelled to maintain the confidentiality of any information that (i) is in the public domain or falls into the public domain otherwise than by breach of this Agreement, or was lawfully received from a third party, after lawful acquisition by such third party, without restriction to its use or disclosure, or (ii) was already in the possession of the receiving party without restriction prior to receipt, or (iii) was independently developed by the receiving Party.

5. The provisions of this article shall survive the expiry or termination of the Agreement for a period of five (5) years, without prejudice to the protection provided to all or part of confidential information, such as information which meets criteria of business secrets.

### **13.2 SECURITY**

The Supplier shall establish and maintain a comprehensive cybersecurity program designed to protect against unauthorized access, disclosure, alteration, and destruction of data. This program shall include, but not be limited to, encryption protocols, access controls, and regular security assessments.

The Supplier may have access to IT systems, network and access and/process information and data available on IT systems, network electronic files or documentation of BROADPEAK and/or its Customer. Supplier agrees to ensure to abide to BROADPEAK or such Customer rules and internal policies including but not limited to security, IT, and Cybersecurity policies. Where required in the respective Statement of Work, Service Provider shall comply on terms to which BROADPEAK is subject to with its CUSTOMER, on a "back-to-back" basis. Such Back-to-back terms will be included in the Statement of Work for reference and shall apply as part of this Agreement and accordingly full enforceable.

If the Supplier engages subcontractors in the fulfillment of its obligations under this agreement, the Supplier shall ensure that such subcontractors adhere to the same level of security and confidentiality as outlined in this security clause. The Supplier remains fully responsible for the actions of its subcontractors.

In the event of a security incident or data breach, the Supplier shall promptly notify the Broadpeak and take immediate corrective actions. The Supplier shall cooperate with the Broadpeak in investigating and mitigating the impact of such incidents.

The Broadpeak reserves the right to periodically review and audit the Supplier's security measures to ensure ongoing compliance with the terms of this security clause and other applicable security policies or requirements.

The Supplier agrees to indemnify and hold harmless Broadpeak from any losses, liabilities, or damages arising from the Supplier's failure to comply with the security and confidentiality obligations outlined in this security clause.

For any security issue, the Supplier shall contact: [security@broadpeak.tv](mailto:security@broadpeak.tv)

#### **14. LIABILITY & INSURANCE**

16.1 The Supplier shall carry out and complete its obligations according to the terms and conditions of this Agreement, under a result obligation (ie. French "obligation de résultat"), unless otherwise expressly agreed by the Parties for specific obligations.

The Supplier shall be fully liable in case of any breach of its obligations under this Agreement, howsoever caused, and shall indemnify BROADPEAK for any damage arising accordingly.

This article shall survive the termination or expiration of this Agreement.

16.2 The Supplier warrants being insured by a well-known company represented in Europe, and of sufficient size, in particular, and without limitation, in terms of amount and risks, to cover his whole liability whether under the Agreement or under other civil liabilities

(eg tort) in connection with the performance of the Agreement. The Supplier shall maintain at least equivalent coverage for the entire duration of the Agreement, including any warranty or liability obligations that will survive the termination of the Agreement, and to provide evidence of such coverage upon the Buyer's first demand.

#### **15. TERMINATION**

In the event of a serious or repeated breach by one of the Parties of any of its obligations under the Agreement, (i) which has not been remedied by the defaulting Party within thirty (30) days following receipt of a notice specifying the nature of the breach and requesting for it to be remedied, or (ii) which is no longer likely to be remedied; the non-defaulting Party may terminate the Agreement, without prejudice to any claim it may have for any and all damages arising from the breach and/or said termination.

Without limitation, the following shall be deemed as a serious breach: violation of third party rights, in particular Intellectual Property rights, or failure to comply with obligations under the articles "Confidentiality", "Anti-Bribery", "Information Systems" and "Tax and social regulations".

Also, the Buyer may, subject to applicable mandatory laws, automatically terminate the Order in the event of (i) bankruptcy, dissolution or transfer of assets by the Supplier, (ii) or in the event of a significant change in the Supplier's shareholdings or organisation that leads to legitimate fear of a deterioration in the conditions of performance of the Agreement.

The Supplier acknowledges and accepts the indivisible nature of the Buyer's orders and the right to terminate an Order shall therefore entail and induce for the Buyer the right to decide to terminate all other Orders sent to the Supplier.

#### **16. FORCE MAJEURE - HARDSHIP**

In the hypothesis an event that may be qualified as force majeure within the meaning given to this notion by the French Civil Code and the French courts ("Force Majeure"):

1. The delivery times defined in the Order may be extended by mutual agreement between the Parties;
2. The Parties' obligations under this Agreement shall be suspended and neither Party shall be liable for delay in performing the

Agreement to the extent that the delay results directly from the Force Majeure;

3. The affected Party shall immediately notify the other Party of the occurrence of the Force Majeure event and of its probable duration. If the Force Majeure persists beyond thirty (30) days, with no possibility of remedy, the other Party may cancel the Order without any compensation being due to this respect.

#### **17. ASSIGNMENT – SUBCONTRACTING**

This Agreement is agreed *intuitu personae*. The Supplier shall in no event assign, transfer or delegate or otherwise transfer, directly or indirectly, to any third party, any of its rights or obligations under this Agreement, for any reason whatsoever, in whole or in part, whether in return for payment or free of charge, without the prior, express and written Buyer's approval. Failing this, this Agreement may be terminated, in advance, at the Buyer's expense, without any other formality.

In the event of an authorized assignment, the Supplier shall remain jointly liable of the assignee's compliance with all rights and obligations under this Agreement, for the remaining term of the Agreement.

#### **18. ETHICAL CONDUCT AND ANTI-BRIBERY RULES**

The Parties shall comply with all applicable national, European and international rules and laws aimed at ensuring an ethical and socially responsible business development, in particular those relating to human rights, environment and human health protection, and to sustainable development, fight against corruption and influence peddling.

The Supplier undertakes to read and abide by BROADPEAK's Policies, notably its "code of conduct" via the following email: [ethic\\_internal\\_alert@broadpeak.tv](mailto:ethic_internal_alert@broadpeak.tv)

Where applicable, the Supplier undertakes to comply with the law n°2016-1691 dated December 9<sup>th</sup>, 2016 relating to transparency, fight against corruption and modernisation of economy (Sapin II Law), and/or all other anti-bribery related laws and regulations. Where this law does not apply, the Supplier undertakes to deploy its best efforts to, at a minimum, implement a code of conduct and means of control required to ensure its effective implementation, and more generally to fight against corruption and influence peddling within the scope of its business.

The Supplier shall cause any and all third parties it may involve in the performance of this Agreement to comply with the requirements stated herein.

In order to support BROADPEAK in this approach, the Supplier shall, where necessary, lodge a complaint to BROADPEAK's operational control service through the complaint channel via the following email: [ethic\\_internal\\_alert@broadpeak.tv](mailto:ethic_internal_alert@broadpeak.tv)

#### **19. SOCIAL AND TAX REGULATIONS**

The Supplier shall remain solely accountable for the definition and organisation of the means (technical and human in particular) to be implemented to ensure the proper performance of the Agreement.

Its intervening parties (eg employees, contractors, etc.) shall remain, at all times and under all circumstances, under its sole responsibility and hierarchical and disciplinary authority. They shall also remain under its sole control and only act under its directives; they shall consequently refuse to intervene on directives that the Buyer would give them directly.

On the Buyer's sites, the Supplier's intervening parties shall comply with all applicable rules, including the health and safety rules issued by the Buyer.

The Supplier furthermore guarantees (i) to comply with tax and social legislation, in particular with regard to the working hour regulation, the obligation not to use irregularly hired personnel or hidden work, (ii) to have duly paid its taxes, duties and contributions and (iii) to be able to evidence such compliance with its various obligations, upon Buyer's first request.

In accordance with the applicable provisions of the Labour Code, the Supplier shall send to the Buyer, before starting performing the Agreement and then automatically every six (6) months:

- a) When the Supplier is established or domiciled in France:
1. A certificate, no older than six (6) months, evidencing it duly declared and paid the applicable social contributions, issued by the social protection body in charge of their collection;
  2. A sworn statement, confirming that all mandatory taxes have been declared to the relevant tax authorities on the date of issuance of the sworn statement;
  3. A certificate of incorporation/trade registry (g. Kbis extract).

b) When the Supplier is established or domiciled outside of France:

1. A document specifying its individual identification number allocated in application of the General Tax Code, OR, in the case the Supplier is not required to have such a number, a document specifying its identity and address or, if applicable, the contact details of its tax representative in France;
2. A document certifying the regularity of the Supplier with respect to social security situation with regard to Regulation (EEC) No 883/2004 of April 29, 2004, or an international social security convention and any ancillary or replacing regulations or legislations;
3. and, where the legislation of the country of domicile so provides, a document issued by the body administering the mandatory social security scheme declaring that the Supplier has duly declared and paid the relevant social contributions, or, failing this, a sworn statement confirming it duly issued the appropriate social declarations and duly paid the applicable social security contributions;
4. In the case registration of the Supplier in a professional register is compulsory in its country of establishment or domiciliation, it shall also provide a document issued by the authorities holding the professional register or an equivalent document certifying such registration.

c) If and when applicable:

The Supplier shall also transmit the list of names of the foreign employees it employs and who are subject to a work permit. This list, drawn up on the basis of the comprehensive staff register, shall specify, for each employee, his/her date of employment, his/her nationality and the type and serial number of the title valid as a work permit.

The Supplier shall fully indemnify the Buyer for any damage arising from non-compliance with such provisions.

#### **20. MISCELLANEOUS**

The Parties are independent contractors. Each Party shall act in its own name and under its sole responsibility.

The Supplier may delegate performance of all or part of this Agreement to sub-contractors solely after prior specific and written agreement from BROADPEAK.

The Supplier declares and warrants that the approved sub-contractor(s) complies(y) with the terms and conditions of this Agreement. The Supplier shall be liable toward the Buyer for any delay or damage caused by the sub-contractor(s).

In the event that the Supplier has access to the Buyer's information system when performing this Agreement, the Supplier shall ensure that its stakeholders (i) refer to and accept the charters, codes of conduct, internal regulations and all other rules whose respect is required by the Buyer against any user of its information system before any intervention, (ii) and thoroughly respect them.

The Buyer may freely assign all or part of its rights and obligations under this Agreement to one of its subsidiaries within the meaning of Article L. 233-3 of the French Business Code, subject to a notification to the Supplier.

All provisions intended to survive the expiry or termination of the Agreement, whether explicitly or implied, notably those relating to confidentiality, warranties (including the warranty of quiet possession), intellectual property rights and liability, shall remain in full effect notwithstanding the termination or expiry of the Agreement, until full performance of the obligations arising therefrom for the Parties.

If any provision of this Agreement shall be deemed void, voidable, illegal or unenforceable, the validity and enforceability of the rest of the Agreement shall not be affected. The Agreement shall remain in full force and effect. Nevertheless, the Parties shall bona fide negotiate a new clause having the effect of restoring the common will of the Parties as expressed in the initial clause, in compliance with the applicable legal provisions and regulations.

The Agreement may only be modified by a written amendment duly executed by the Parties. Unless otherwise specified, the amendment shall enter into force from the date of full execution by the Parties.

Any failure or delay in the exercise of a right, prerogative or stipulation of the Agreement by a Party shall not be considered as a waiver of such right, prerogative or contractual stipulation in favour of the other Party, unless it is unequivocally stated in writing.

Upon termination of the Agreement, for any reason whatsoever, the Supplier shall, without any additional cost for the Buyer, (i) accompany and support the Buyer, at the Buyer's request, in the takeover by itself or a third of the performance of the Services or replacing services, and (ii) ensure the portability of the Buyer's information to the new solution or new service provider designated by the Buyer.

No audit shall be imposed on the Buyer; its prior and express consent shall be required, on the right to audit as well as on its performance conditions.

In the event of a dispute, all electronic data recorded in BROADPEAK's information system shall constitute admissible evidence in the same way as a written document, and shall have a greater probative force than the contrary elements from the Supplier's information system.

## 21. APPLICABLE LAW & FORUM

This Agreement is governed and construed according to the laws of France without giving effect to principles of conflicts of law. The International convention of Vienne on international sales of goods is expressly excluded and given no effect under such Agreement.

The Parties shall jointly strive to amicably solve any dispute arising from interpretation, fulfilment or termination of this Agreement.

Where no amicable agreement can be reached within one (1) month from the first written claim, without prejudice to the legal and regulatory provisions attributing exclusive jurisdiction to another French jurisdiction, all disputes shall be submitted to and be finally settled before the Commercial Court ("Tribunal de Commerce") of Paris, France, notwithstanding plurality of defendants or activation of warranty, including for urgency or conservatory proceedings, on summary procedure ("procédure en référé) or on ex parte application ("procédure sur requête").

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## DEFINITIONS

For the purpose of the Agreement the following terms shall have the meaning assigned to them below.

**"Delivery Order" or "DO"** means the document executed by the Buyer certifying the physical receipt ("Delivery") of the number of Equipment listed therein.

**"Purchase Order" or "PO" or "Order"** means a written request for delivery/performance of Deliverables issued by the Buyer.

**"Agreement"** means the Supplier's Offer as accepted by BROADPEAK, as well as these Conditions, the related PO, together with all other documents incorporated by reference, which will have been agreed between the Parties.

**"Intellectual Property"** means all elements to which intellectual property rights are attached, including, without limitation, whether or not they have been filed and/or registered, patents, copyright, designs, models, trademarks and other distinctive signs, logos, slogans, mask works, topography rights, software, data, databases, technical or other information such as trade or business secrets, processes and methods, domain names and websites, development or testing tools, know-how and all other elements benefiting from similar protection, and all reproductions, whatever their form, tangible or intangible, of the subject matters of intellectual property rights listed above.

**"Delivery Date"** means the date by which all of the Deliverables shall be delivered/performed, mutually agreed between the Supplier and BROADPEAK.

**"Equipment"** means any hardware, and related documentation where applicable, sold by the Supplier and described in the Offer, including any media on which any Software and/or Service is provided.

**"France"** means the French territory as a whole, unless otherwise specified by BROADPEAK.

**"Software"** means any computer program, such as, but not limited to, operating software essential to the operation of the Equipment, or on any PC or laptop computer using the office software suites, including related documentation and all other related software tools or deliverables.

**"Offer"** means the commercial offer including, but not limited to, a statement of work, quotation, and estimate of costs or other

similar written document recording or describing the Deliverables to be provided by the Supplier to the Buyer.

**"Party (ies)"** means individually BROADPEAK or the Supplier and collectively BROADPEAK and the Supplier.

**"Receipt"** means the unconditional signature by BROADPEAK, of any minutes confirmation the performance of the Order, subject, where applicable, to the applicable acceptance procedure.

**"Service"** means all services (and associated documentations) ordered by BROADPEAK, in particular those essential to the installation, commissioning or maintenance in nominal mode of Equipment or Software.

**"Supplier"** means the company or entity, which receives the Order.

**"User(s)"** means the Buyer's client(s) and/or final users.

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Approved by Broadpeak President & CEO