

Protect

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# GENERAL TERMS AND CONDITIONS OF PURCHASE



AIRBUS

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The present General Conditions of Purchase (hereinafter the "GTC") apply to all services provided to:

>> the company Airbus Protect, a simplified joint stock company with a capital of 824 857 € - RCS Toulouse 332 252 980 - ZAC du Grand Noble, 37 avenue Escadrille Normandie Niemen, 31700 Blagnac, France,  
(hereinafter "**Airbus Protect**"),  
by

>> any supplier or service provider,

(hereinafter the "**Provider**").

Airbus Protect and the Customer are jointly called the "**Parties**".

The services may consist of the supply of hardware (hereinafter the "Products"), the licensing of software (hereinafter the "Software") and the provision of services of any kind to or for the Customer (hereinafter the "Services").

The Products, Software and Services shall hereinafter be collectively referred to as the "**Services**".

The Service Provider agrees to the application of these GTC to any Agreement entered into with Airbus Protect relating to the Services, to the exclusion of any other terms or conditions that may have been proposed by the Service Provider and not expressly accepted by Airbus Protect.

The communication of such terms or conditions, in particular within the framework of the General Terms and Conditions of Sale, by the Service Provider, shall never imply in itself such an acceptance on the part of Airbus Protect, even on an implicit basis, which acceptance may only result from a specific agreement signed by a duly authorised legal representative of Airbus Protect.

In case of contradiction between the present GTC and the Provider's General Terms and Conditions of Sale, and provided that the latter have been expressly accepted by Airbus Protect, the present GTC shall prevail.

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## 1. DEFINITIONS

The definitions below have the same meaning whether they are used in the singular or plural.

**Own knowledges** : means all knowledge, experience, procedure, document, know-how, software, data, specification, plan, processes and, more generally, all information in any form whatsoever, together with all intellectual property rights therein (including, without limitation, patents, designs, copyrights), regardless of their nature or support, which a Party has in its possession prior the effective date of the Order or in respect of which it has subsequently obtained, independently of the Contract or Order, the right to dispose of them.

**Results**: means all knowledge, information or results, whether patentable or not, methods, know-how, data, software, and all documents (including all databases or other forms of data collection, all reports, plans, drawings, specifications, processes), regardless of medium (including paper or digital) created or generated in the performance of the Order.

## 2. CONTRACTUAL FRAMEWORK

- 2.1. The Contractual Documents governing the relationship between the Service Provider and Airbus Protect shall always consist of, in order of priority:
  - a. amendments to the contract and the contract signed by the authorised representatives of Airbus Protect and the Contractor;
  - b. amendments to the special purchase conditions and the general purchase conditions signed by the authorised representatives of Airbus Protect and the Contractor. These special conditions and in particular any amendments to these GTC shall be agreed upon;
  - c. the general framework of the consultation launched by Airbus Protect with the Service Provider for the execution of the Services;
  - d. the response made by the Service Provider to Airbus Protect for the performance of the Services (hereinafter the "Response");
  - e. these GTC, of which the Service Provider acknowledges having read prior to submitting its offer to contract.

## 3. ORDER AND CONTRACT TERM

### 3.1. ENTRY INTO FORCE

- 3.1.1. The purchase of the Service, and the formation of the contract (hereinafter the "Contract"), takes effect upon the occurrence of one of the following events
  - a. Airbus Protect's express written acceptance of the Service Provider's Response;
  - b. the signature of a specific contract;
  - c. the signed Order within five (5) calendar days from the date of receipt of the Order by the Service Provider;
  - d. in case of commencement of the performance of the Service by the Provider upon formal request by Airbus Protect.
- 3.1.2. In all cases, the purchase is final and the Contract is formed only when the verification operations relating to compliance and business ethics requirements have been duly carried out and they do not reveal any incompatibility, prohibition and/or risk, even minor, of contracting. Failing this, the Party having carried out the checks may terminate the talks and the preliminary contract without any compensation being due to the other Party.
- 3.1.3. The commencement of the performance of the Service is understood to be any type of activity allowing the initiation of the Service. However, any exchange, sending of documentation or more broadly of data of any kind, allowing to frame the Service, cannot be considered as activities initiating a beginning of execution of the Service.

### 3.2. DURATION

- 3.2.1. The duration of the Contract will be defined in the Contract Documents.

### 3.3. ORDER

- 3.3.1. All Services shall be subject to a regular order and materialized by a written document from the purchasing department of Airbus Protect.

## 4. EXECUTION AND CONFORMITY OF SERVICES

### 4.1. PERFORMANCE OF THE SERVICES BY THE PROVIDER

- 4.1.1. The Service Provider undertakes to perform the Services specified in the Contractual Documents on the financial terms and within the time limits expressly stipulated therein.
- 4.1.2. Except as provided in the clause "[Subcontracting](#)", the Provider undertakes to have the Services performed by its own employees and agents.
- 4.1.3. The Service Provider undertakes to comply with all applicable laws and regulations.

- 4.1.4. The Provider undertakes to provide Airbus Protect, at the first request of the latter and within a period of fifteen (15) days, a certificate establishing the conformity of the execution of the Services to the conventional and legal dispositions.

### 4.2. DESIGNATION OF A REPRESENTATIVE AND IDENTIFICATION OF CONTACT POINT

- 4.2.1. The Provider undertakes to provide Airbus Protect with all names, first names and contact information :
  - a. Representatives with sufficient authority to manage its employees, agents or subcontractors assigned to perform the Services; and
  - b. Representatives with sufficient authority to be accountable for compliance with all applicable health and safety legal requirements ; and
  - c. Those responsible for Information Systems Security, Personal Data Protection, and Export Control as well as the Security Officer. Or, if these functions have not been established, at least the persons in charge of these matters; and
  - d. Any other contact point useful to answer Airbus Protect' questions in the context of the Service.

### 4.3. DETERMINING CONDITION

- 4.3.1. The obligations of the Provider described above in points 4.1 to 4.3 constitute determining conditions of Airbus Protect 'commitment.
- 4.3.2. In case of non-compliance by the Provider of one or the other of these obligations, Airbus Protect will be able to suspend the payments due to the Provider or to implement one of the measures provided in the article 1217 of the civil code, until the latter agrees to comply, without prejudice to the faculty for Airbus Protect to implement the provisions of the article "[Suspension – Termination](#)" of the present GTC.

### 4.4. NON-COMPETITION

- 4.4.1. In the case of a Service performed by the Provider at the Final Customer on behalf of Airbus Protect, the Provider undertakes, during the lifetime of the Contract and 3 years after the end of the Contract, no to solicit or accept from the Final Customer one or more Services identical and/or similar to the fields of activity to those described in the Order and/or the Contract concluded with Airbus Protect.

### 4.5. ACCEPTANCE AND CONFORMITY OF SERVICES

- 4.5.1. The Provider guarantees the conformity of the Services to the Contract and/or to the Order placed by Airbus Protect. The Provider and Airbus Protect agree together on an acceptance procedure (preliminary, provisional and/or final acceptance) of the Service and in particular the expected level of quality.
- 4.5.2. The final acceptance is pronounced after the lifting of any reservations following the verifications carried out by Airbus Protect. The verification of the conformity of the Service shall be carried out within ninety (90) days after acceptance.
- 4.5.3. In case of non-conforming Services, Airbus Protect shall inform the Provider by means of a written notification. The Provider shall take all steps to check this non-conformity within 10 days of receipt of the notification. If during this period, the Provider does not proceed with the control of this non-conformity or does not contest it, Airbus Protect reserves the right at its discretion :
  - a. Accept the Service as is, subject to a mutually agreed upon price reduction; or after corrective action at Provider's expense;
  - b. To refuse the Supply, it being the Provider's responsibility to remove it or Airbus Protect to return it to the Provider.

In both cases, at the Provider's expense, risk and peril within 15 calendar days after the date of notification of the non-conformity by the Buyer.

- 4.5.4. The non-conforming Supply refused by Airbus Protect will be considered as undelivered and will give rise to the application of the penalties provided for in the article "[Delays – Penalties](#)".

- 4.5.5. In the particular case of supply of hardware or software licenses, Airbus Protect reserves the right not to accept the hardware or the license if the associated documentation is incomplete or does not comply with the provisions of the contractual documents.

- 4.5.6. No provision of the Provider's general terms of sale providing for an explicit or implicit waiver to contest the conformity of the Services due to the absence of reservations within a given period of time will be opposable to Airbus Protect.

## 5. SUBCONTRACTING

### 5.1. PRINCIPLES

- 5.1.1. As a matter of principle, the Provider may not subcontract all or part of the Services entrusted to it by Airbus Protect.

- 5.1.2. However, exceptionally, if the execution of a part of the Service requires that the Service Provider calls upon a subcontractor, this subcontracting must first be the subject of a written agreement from Airbus Protect. Beforehand, the Provider must provide the following information, so that its request is taken into account;
- The portion of the Services it intends to subcontract and the types of data to be transferred or made available to the subcontractor;
  - The identity of the proposed subcontractor(s) and the location of the subcontractor's servers;
  - A first level of conformity and security evaluation of the subcontractor, as well as the transmission to Airbus Protect of all the documents having allowed to realize this evaluation. In addition, Airbus Protect reserves the right to evaluate the subcontractors subsequently and to question the evaluation carried out by the Provider.

## 5.2. PERIOD OF NOTICE

- 5.2.1. The Provider undertakes to notify Airbus Protect of the planned intervention of a subcontractor, at least 2 months before the intervention of the latter.
- 5.2.2. When the activities are subject to export controls, the Provider must therefore inform Airbus Protect within a reasonable period of time allowing the required administrative steps to be taken, which may be longer than the initial period of 2 months.

## 5.3. REFUSAL FROM AIRBUS PROTECT

- 5.4. Airbus Protect reserves the discretionary right to refuse, in a reasonable manner, any subcontracting request. In which case, the subcontractor shall not be allowed to intervene and the Provider shall propose to Airbus Protect a satisfactory alternative.

## 5.5. COMMITMENTS OF THE PROVIDER

- 5.5.1. The Service Provider undertakes to transfer its obligations and at least the requirements as binding as those contained in these GTC and its Annexes to the subcontractor.
- 5.5.2. In addition to these measures, the Provider shall obtain from the subcontractor:
- Guarantees that it will be able to put in place the appropriate technical and organizational measures referred to in the Annexes and;
  - An undertaking that access to personal data by the sub-processor will be made only on a « need-to-know » basis;
  - The signature of a confidentiality and security undertaking, as well as a non-disclosure agreement, the terms of which are at least as restrictive as those agreed to in the Annexes.
- 5.5.3. The Provider undertakes to keep its subcontractor's security and compliance level assessments up to date and is required to report its findings of non-compliance to Airbus Protect as soon as the non-compliance has been detected. These assessments must be made available to Airbus Protect upon request. At any time, Airbus Protect may ask the Provider to change its subcontractor in the event that its assessments no longer meet Airbus Protect requirements.
- 5.5.4. The subcontractor shall be jointly and severally liable for any non-performance or improper performance of the Services by its subsequent subcontractors.

## 6. INSURANCE AND DOCUMENTATION

- 6.1. The Provider declares that it holds an insurance policy, valid at the time of performance of the Services, taken out with companies to be solvent, and that it will maintain it in force. The Provider undertakes to take out all necessary insurance, in particular that covering civil and professional liability covering bodily injury, property damage and consequential loss, guaranteeing it for all civil and professional risks and liabilities incurred in this connection.
- 6.2. Furthermore, Airbus Protect reserves the right to ask the Provider to subscribe to an additional insurance policy to cover the risks associated with a particular Service. The execution of the Service is subject to the subscription in due form of the necessary insurance.
- 6.3. The Provider undertakes to provide an insurance certificate at Airbus Protect' first request. This certificate shall indicate the guarantees granted, their amounts, the deductibles, the effective date of the insurance contracts, the activities, the nature of the supplies or missions guaranteed. In addition, the Provider will have to justify that it is up to date with the payment of its premiums. Airbus Protect shall be entitled to refuse any delivery of Services in the event that the Provider has not promptly met this communication obligation.
- 6.4. The Provider undertakes to notify Airbus Protect of any modification affecting its insurance policies as well as any fact likely to cause the suspension or cancellation of the policies subscribed to insofar as this modification is likely to affect the obligations of the Provider.

- 6.5. The amounts of coverage under this insurance shall in no way constitute a limit of liability for the Provider. In the event that risks become uninsurable, taking into account the evolution of the insurance or reinsurance market, the Provider shall bear the costs resulting from the occurrence of a loss, initially covered by its policies and which have become uninsurable during the execution of the Contract, and this without any additional cost for Airbus Protect.
- 6.6. In the case of subcontracting of work, of a service contract for an amount of at least 5000.00€, and according to the article D 8222-5 of the French Labour Code, it will be obligatory to provide Airbus Protect, at the time of the conclusion of the Order and/or the Contract and then every 6 months, with a certificate of vigilance and an extract of the registration in the trade and company register.

## 7. PACKAGING – TRANSPORT - DELIVERY

- 7.1. The Provider is required to perform, at its own expense and risk, the Services at the site specified in the Contract, and failing that at Airbus Protect' head office. The Products or Software must be protected against any damage during loading, transport and unloading. Special precautions must be taken for the protection of exposed and fragile parts. Packing costs are, unless otherwise agreed, at the Provider's expense.
- 7.2. Each package must bear the marks and inscriptions specified in the Contract, and in all cases, the Airbus Protect Order number, and the place of delivery, the indication of the nature of the Products or Software and the delivery slip number.
- 7.3. Each delivery must be accompanied by a delivery slip bearing the Order number and date.
- 7.4. In the event of a foreseeable delay in delivery, the Provider shall inform Airbus Protect of the delay and the measures taken to remedy the delay. All additional expenses related to this delay shall be borne by the Provider.
- 7.5. In case of failure to comply with the obligations described above, Airbus Protect may, at its discretion, either return part or all of the packages at the Provider's expense, or charge the Provider with the resulting additional costs.
- 7.6. Within the framework of the Macron Law (decree N0.2016-418 of April 07, 2016-art.1), the carriers delivering on site of Airbus Protect will have to be bearer of the certificate of secondment. (cerfa N0.15553\*01) up-to-date. The Provider shall ensure compliance with this measure.

## 8. PRICES – INVOICING AND PAYMENTS TERMS

### 8.1. PRICE

- 8.1.1. The Service Provider warrants to Airbus Protect that the price proposed and contractually accepted for the performance of the Services is firm, non-revisable, all taxes and duties included, excluding VAT. It covers all costs necessary for the execution of the Contract, in particular, travel to the sites of the Service, transport costs, packaging and packing adapted to the transport and storage of the Supply.
- 8.1.2. The Parties waive the application of the Article 1195 of the French Civil Code relating to unforeseen circumstances. Furthermore, the Provider irrevocably waives any subsequent claim to revise the amount, including in the event of a change in political, economic, legislative or regulatory circumstances, or in the event of an error of assessment.

### 8.2. INVOICING

- 8.2.1. Invoices issued by the Service Provider shall contain all the information required by the regulations in force.
- 8.2.2. Invoices shall be sent to either:
- In paper format to the following address : 37 avenue Escadrille Normandie Niémen, ZAC du Grand Noble, 31700 Blagnac, France, in one original copy; or
  - In electronic format at the following address: [compta fournisseurs@apsys-airbus.com](mailto:compta fournisseurs@apsys-airbus.com).
- 8.2.3. In addition to the mandatory information, the invoices must include the following elements:
- The identity of the technical contact at Airbus Protect;
  - The Airbus Protect number of the concerned case;
  - The complete designation of the Service / delivery provided for in the order;
  - The bank references for payment;
  - The SRF ("BRF") number (Supplier Receipt Form).
- 8.2.4. When the Services are not the subject of a physical delivery, but of an acceptance by Airbus Protect, the Provider shall attach to the invoice the acceptance report signed and dated by Airbus Protect.
- 8.2.5. Any non-compliant invoice will be refused by Airbus Protect, which will return it to the Provider specifying the non-compliance. In this case, the Provider will issue a new invoice. The payment period will start to run



from the date of issue of this new invoice. Failure to exercise this right of rejection shall not constitute acceptance of the non-conforming statements on the invoice.

8.2.6. Airbus Protect has initiated a project for the dematerialization of its invoices, the Provider will be subject to dematerialization if this occurs during the Service without Airbus Protect having to notify it.

**8.3. PAYMENT TERM**

8.3.1. Unless otherwise stipulated at the time of the order, payments shall be made by bank transfer within 45 days from the end of the month, as from the date of issue of the invoice.

**8.4. INTEREST ON LATE PAYMENTS**

8.4.1. In the event of late payment by the Provider, interest on late payments shall always be calculated by applying a rate equal to 3 times the legal interest rate applicable in France, unless otherwise provided by law.

8.4.2. This interest on late payments is due on the day following the date of payment shown on the invoice.

8.4.3. This interest on late payments is due, even in case of a contrary stipulation or in case of a different calculation method disadvantageous to the interest of Airbus Protect in the Provider's GCS.

**9. DELAY – PENALTIES**

**9.1. DELAY**

9.1.1. The deadlines stipulated in the Contract are always imperative and determinant of Airbus Protect' consent. They can only be modified by mutual written agreement between the Provider and Airbus Protect.

**9.2. PENALTIES**

9.2.1. In case of delay in the execution of the Services, penalties equal to two (2) % of the agreed price for the delayed Services per week, even if started, may be applied by Airbus Protect, without any prior formal notice being given.

9.2.2. In any case, in the event of delay in the execution of the Services, the Contract and/or the Order may be suspended or terminated by Airbus Protect under the conditions of article "15.Suspension – Termination" of the present GTC.

9.2.3. The application of penalties for delay in the performance of the Services shall not deprive Airbus Protect of its rights of termination in accordance with the article "[Suspension - Termination](#)" of these GTC.

9.2.4. The application of penalties and/or termination do not prevent Airbus Protect from exercising all legal means in order to obtain compensation for any prejudice suffered due to the Provider's default.

**10. CONFIDENTIALITY**

10.1. In the event that the Parties exchange Confidential Information in the context of the Contract, they agree to establish a confidentiality agreement governing the potential exchange of Confidential Information.

10.2. If a confidentiality agreement is not signed within the time allowed to perform a Service, it is specified that the Parties undertake to protect and keep strictly confidential any Confidential Information received in accordance with the conditions listed and for the duration as agreed in this article.

10.3. Confidential Information shall be treated as confidential, whether or not the word "confidential" is used.

10.4. Each Party shall only disclose the Confidential Information of the other Party to persons involved in the services covered by the Contract and only to the extent necessary for their involvement and shall be obliged to ensure that such recipients comply with the obligation of confidentiality.

10.5. The Parties are required to preserve the confidential nature of the said information by taking at least the same measures as those they usually take to protect their own confidential information and shall ensure that all their personnel, whatever their status, respect the same obligation of secrecy and confidentiality for all Confidential Information.

10.6. The provisions of this Article shall remain in force for the duration of the Contract until it expires or is terminated for any reason whatsoever and/or a period to be determined (e.g. 2 years from the termination of the Contract).

10.7. In the event of a breach, and without the need to demonstrate prejudice, the defaulting Party shall pay damages to the Party that originally disclosed the Confidential Information.

**11. EXTENT OF THE TRANSFER OF OWNERSHIP**

11.1. Unless otherwise expressly accepted by Airbus Protect, the results of the Services, all studies, projects, plans, drawings, diagrams, estimates, patentable or non-patentable results, and in general, all

documents relating to the execution of the Services, as well as all technical or commercial information provided to Airbus Protect during the execution of the Services entrusted to the Provider within the framework of the Contract shall become the full and complete property of Airbus Protect as and when they are received by Airbus Protect, which may use, reproduce, store, communicate and market them to third parties without the Provider being able to object to them or claim any indemnity.

11.2. The results of the Services and all related documents may not be copied, reproduced or communicated to third parties by the Provider and/or any third party with whom the Provider is in contact, without the prior written authorization of Airbus Protect.

**12. NON-ENFORCEABILITY OF RETENTION OF TITLE CLAUSES**

12.1. Unless otherwise expressly accepted by Airbus Protect, any clause of retention of title for the benefit of the Provider is not opposable to Airbus Protect.

**13. WARRANTIES AND INDEMNITY**

**13.1. WARRANTIES**

13.1.1. The Provider warrants Airbus Protect that it has free and full access to all documents and information relating to the execution of the Services and that the transmission of the latter to Airbus Protect does not contravene any limitation of distribution or disclosure.

13.1.2. The Provider warrants Airbus Protect that the execution of the Services does not infringe any third party intellectual property right, and that it has satisfied, in view of or at the time of the latter, all the obligations to which it is subject, in particular with regard to the remunerations of which the right holders may avail themselves, in particular the remunerations and gratuities provided for by collective agreement or by legal provisions relating to intellectual property rights.

13.1.3. Finally, the Provider warrants the proper functioning of the results of the Services entrusted to it. In particular, it guarantees that the Products supplied and Software granted to Airbus Protect are operational and conform to the provisions of the Contract. This guarantee commitment by the Provider is valid for a period of 2 years from the receipt of the results of the Services by Airbus Protect. In application of this guarantee commitment, as soon as Airbus Protect notices a defect of conformity or functioning of the results of the Services within the 2 year period provided above, Airbus Protect may at its convenience, either require the Provider to:

- a. Correct at its own charge the non-conformity or defect found ;
- b. Replace, at its expense, non-conforming or defective Products or Software with identical but conforming and operational Products or Software;
- c. Fully reimburse it for the price and expenses incurred as a result of the Services, without prejudice to the application of the provisions of the Article "9. Delay – Penalties" and "15. Suspension – Termination" of the present GTC

13.1.4. In all cases, without prejudice to the application of the provisions of the articles "[Delay - Penalties](#)" and "[Suspension - Termination](#)" of these GTC.

13.1.5. The Provider therefore undertakes to remedy the lack of conformity or functioning noted according to one of the three methods described above decided by Airbus Protect, and within 15 days from the notification by Airbus Protect of the method chosen.

13.1.6. The results of the Service replaced, repaired or corrected shall be guaranteed, under the same conditions as above. In the event that the Provider fails to perform its warranty obligation, Airbus Protect reserves the right to perform or have performed by a third party the necessary work, at the Provider's expense.

**13.2. INDEMNITY**

13.2.1. The Provider shall indemnify Airbus Protect for any legal action, claim, cost, claim for damages, expense, other loss or liability (including attorneys' fees and costs), loss of property, death or injury of any kind to any person in any manner whatsoever, arising out of or in connection with Provider's performance of the Services, including, without limitation, any failure or non-conformity thereof, in whole or in part, with the Contract, any delay in delivery or performance, arising out of or in connection with any act or omission of Provider, its employees, servants or subcontractors.

13.2.2. It is expressly agreed that the compensation then due to Airbus Protect will cover all the damages suffered by the latter including in particular any operating loss, and, in a general way, any direct or indirect damage that Airbus Protect would suffer.

## 14. INTELLECTUAL PROPERTY RIGHTS

### 14.1. OWN KNOWLEDGE

14.1.1. In general, subject to any Third Party rights, each Party remains the sole owner of its Own Knowledge (hereinafter "Knowledge").

14.1.2. The Parties guarantee that they have free disposal of the Knowledge that they make available to the other, and that the latter does not infringe any restriction on dissemination or disclosure or any intellectual property right of a third party.

### 14.2. AIRBUS PROTECT PROPRIETARY KNOWLEDGE

14.2.1. When necessary for the Provision, Airbus Protect may grant the Service Provider for the duration of the Provision and for the sole purpose of its performance, a personal and non-exclusive right to use such Own Knowledge.

14.2.2. In return, the Service Provider undertakes to respect the Foreground and shall not, without the prior written consent of Airbus Protect

- a. use, copy or reproduce it in whole or in part for any purpose other than the performance of the Service
- b. to manufacture, distribute, sell or offer Services based on Airbus Protect's Own Knowledge;
- c. modify them in any way whatsoever;
- d. to acquire intellectual property rights on the basis of Airbus Protect Foreground.

14.2.3. The Provider acknowledges that the Agreement does not confer any rights on the Provider in respect of the intellectual property rights of Airbus Protect, in particular the trademark rights, copyrights or patents belonging to Airbus Protect.

14.2.4. In the event of subsequent subcontracting, authorized by Airbus Protect under the conditions of the article "[Subcontracting](#)", this right to use the Own Knowledge may be extended to these subsequent subcontractors performing part of the Service subject to written authorization by Airbus Protect and provided that the Service Provider guarantees compliance with this clause by its subsequent subcontractors.

### 14.3. PROVIDER'S OWN KNOWLEDGE

14.3.1. The Service Provider shall inform Airbus Protect of the Proprietary Knowledge that it possesses and that is necessary for the performance of the Service and/or the use and/or exploitation of the Results, at the latest at the conclusion of the Contract. Otherwise, the Service Provider shall be deemed not to have any. Thus, any Own Knowledge used to perform the Service and/or necessary for the use and/or exploitation of the Results shall not be considered as Own Knowledge of the Service Provider.

14.3.2. The Service Provider undertakes to :

- a. grant to Airbus Protect, for the legal duration of the intellectual property rights and for all countries in the world, a free, non-exclusive, irrevocable and transferable right to use and/or exploit its Own Knowledge, with the right to sub-license;
- b. to authorise Airbus Protect, without the need for any specific agreement, to reproduce, exploit, translate, adapt, modify and communicate the said Own-Knowledge as long as it is necessary for the use and/or exploitation of the Results;
- c. take all necessary steps to protect the Own Knowledge necessary for the use and/or exploitation of the Results, in particular with regard to software, so that Airbus Protect is always able to use it.

14.3.3. Airbus Protect in return undertakes not to use such knowledge for any purpose other than for the use and/or exploitation of the Results, and in any event not to acquire any intellectual property rights on the basis of the Provider's Own Knowledge.

### 14.4. RESULTS

14.4.1. The Service Provider transfers exclusively to Airbus Protect all of the Results and the economic rights (this covers, in particular, the rights of representation, reproduction, translation, adaptation, use, holding, modification, marketing, duplication and more generally all the rights of exploitation for any purpose) relating thereto as and when they are produced and for the legal duration of protection of the economic rights. Consequently, Airbus Protect may, as owner, freely and for any country, exploit, license, or transfer the Results in the broadest manner.

14.4.2. In addition, the Service Provider undertakes to :

- a. make available to Airbus Protect the source code of the software developed under the Contract
- b. give Airbus Protect and have its employees, or any third party to whom it may have recourse, give it all the powers necessary to file in the name of Airbus Protect, both in France and abroad,

any intellectual property title whatsoever relating to creations and inventions likely to be protected by an intellectual property right. In such a case, Airbus Protect shall mention the name of the inventors and the Service Provider shall be responsible for any additional remuneration to be paid to its employees and/or third parties concerned for their creations and inventions, at no additional cost to Airbus Protect.

- c. not to use the Results, whether in Airbus Protect's fields of activity or not, without having obtained the express and written authorisation of Airbus Protect by means of an agreement or any other legal means allowing the use and/or exploitation of the Results by the Provider.

## 15. EVENTS OF FORCE MAJEURE NOT DIRECTLY ATTRIBUTABLE TO THE PARTIES

15.1. **Force Majeure:** Force Majeure is understood to be any event corresponding to the conditions of Article 1218 of the Civil Code or the interpretation made of it by the French courts.

15.2. In addition, the Parties agree that certain events not directly attributable to the Parties may, even if they are not qualified as force majeure, have the same consequences as force majeure, according to the conditions detailed below.

15.3. The Party suffering the event of force majeure or an event not directly attributable to it (hereinafter the "Affected Party") shall inform the other Party within forty-eight (48) hours of the date of occurrence of the event. This notification shall be made by mail/email or any other means, confirmed by registered letter with acknowledgement of receipt to the usual exchange addresses and shall contain the following information

- a. a description of the circumstances affecting the Affected Party's obligations; and
- b. details of the possible consequences for the Affected Party's obligations; and
- c. the reasonable actions to be taken by the Parties to minimise the consequences; and
- d. the foreseeable duration of the force majeure or similar event.

15.4. The Party invoking an event shall make every effort to reduce as far as possible the harmful effects resulting from this situation.

15.5. **Events not attributable to the Parties:** The Parties agree, in particular, that the following events shall be considered as events not attributable to the affected Party, and shall have the same effects as force majeure:

- a. the COVID19 epidemic and/or any other epidemic/pandemic, in particular in the event of a restrictive measure by a government authority affecting the proper performance of the Contract, and/or
- b. any governmental action and/or decision of a governmental authority, including but not limited to any decisions on embargoes and/or export controls in general, and/or
- c. strike action and/or
- d. resignations or more broadly any departure of employees (including sick leave) that disrupts the organisation of Airbus Protect or the department concerned, and/or
- e. more generally any other event which cannot be prevented by reasonable technical and organisational measures by the Affected Party.

15.6. The conditions for termination of the Agreement are specified in the article on "[Suspension - Termination](#)".

## 16. SUSPENSION - TERMINATION

### 16.1. SUSPENSION OF THE EXECUTION OF THE CONTRACT

16.1.1. Airbus Protect reserves the right to suspend the execution of the Contract in part or in full in case of:

- a. substantial breach of the obligations contained in these T&Cs and incumbent upon the Service Provider ;
- b. knowledge of any breach by the Service Provider of the legal and regulatory provisions incumbent upon it, such as labour law, export control, personal data protection, anti-corruption and anti-money laundering.

16.1.2. The Service Provider shall be notified of such suspension by registered letter with acknowledgement of receipt. The Provider shall then have a period of thirty (30) days to rectify the situation, failing which Airbus Protect may apply the provisions of Article 16.2. In the event that the Service Provider is unable to regularise its situation within the aforementioned period, it must notify Airbus Protect as

soon as possible, and Airbus Protect shall be responsible for granting or not granting the Service Provider an additional period.

16.1.3. In addition, Airbus Protect reserves the right to suspend the performance of the Contract in part or in full, without the need to take any prior steps, in the event that the Service Provider is subject to sanctions under the regulations relating to export control.

16.1.4. The use of the right to suspend the Contract does not deprive Airbus Protect of its right to terminate the Contract in whole or in part and is not a precondition for the implementation of the Contract.

## 16.2. TERMINATION OF THE CONTRACT

16.2.1. Termination for particularly serious breach: The Parties agree that a particularly serious breach by one of the Parties, authorises the non-defaulting Party to implement the immediate total or partial termination of the Contract by operation of law, without legal formalities or formal notice. It is agreed between the Parties that a particularly serious breach is characterised by

- a. the violation of the article relating to Confidentiality ;
- b. breach of the article relating to Intellectual Property;
- c. a serious breach by the Service Provider of the legal and regulatory provisions incumbent upon them, such as labour law, export control, anti-corruption and anti-money laundering.

16.2.2. Termination for material breach: The Parties agree that a material breach by one of the Parties entitles the non-defaulting Party to implement the procedure for full or partial termination of the Contract as described below:

- a. the non-defaulting Party shall give detailed notice of the breach or breaches in question by registered letter with acknowledgement of receipt;
- b. At the end of a period of thirty (30) calendar days from receipt of this notification, if the breach(s) concerned has (have) not been remedied, the non-defaulting Party may automatically and by right terminate all or part of the Contract, without the need for any legal formalities or formal notice.

## 16.3. TERMINATION OF THE CONTRACT

16.3.1. No total or partial cancellation of the Contract by either Party will be accepted without the prior written consent of the other.

## 16.4. EVENTS OF FORCE MAJEURE NOT DIRECTLY ATTRIBUTABLE TO THE PARTIES

16.4.1. Force majeure: the Contract shall be terminated by operation of law in the event that the event of force majeure causes a delay in the provision of the Services of more than thirty (30) days. Except in the event that the Parties mutually agree on the continuity of the Contract and/or the Order for a longer limited period.

16.4.2. Event not directly attributable to the Parties: The Contract shall be terminated by operation of law only in the event that the unaffected Party formally accepts such termination within ten (10) days after receipt of the notification by the Affected Party.

16.4.3. It is agreed that in the event that the Party evoking an event does not do everything possible to reduce as far as possible the harmful effects resulting from this situation, the non-affected Party may recharacterise the termination as a resolution for substantial failure.

## 17. DAMAGES & INTEREST

17.1. Within the framework of the Contract, Airbus Protect reserves the right to claim damages for all situations that have generated a prejudice and for which Airbus Protect is legitimate to claim, without it being necessary in this Contract to mention it for each of the situations.

## 18. AUDIT

### 18.1. INTERNAL AUDIT OF THE PROVIDER

18.1.1. The Provider shall ensure regular review and audits to verify compliance with the requirements of these GTCs and in particular compliance with the rules set out in the Annexes.

18.1.2. The Service Provider therefore undertakes to regularly reassess its compliance and security risks for Airbus Protect. Thus, the Provider undertakes to keep a register and a treatment plan of these risks and to notify Airbus Protect of those that may affect the Contract.

### 18.2. AUDIT OF AIRBUS PROTECT

18.2.1. Airbus Protect may carry out on its behalf and at its expense, or on behalf of its own Client, one or more audits of the Service Provider, either at the latter's premises or remotely.

18.2.2. These audits may be carried out, at Airbus Protect's discretion, by Airbus Protect employees or by an approved external auditor (independent or not).

18.2.3. These audits may involve the Service Provider's subcontractors/suppliers. It is the Provider's responsibility to inform its subcontractor/supplier of the holding of such an audit, if applicable, and to verify and/or set up all prior checks and authorisations to allow access to the premises, system and information by Airbus Protect or the identified external auditor.

18.2.4. Airbus Protect shall notify the Service Provider in writing of its intention to conduct an audit with a minimum of seven (7) working days' notice. The Service Provider may object to the audit if the external auditor is engaged in a business that competes with that of the Service Provider. Such notice of objection shall be sent in writing to Airbus Protect within seven (7) working days of receipt of the Audit notification.

18.2.5. In case of emergency and/or in the event that Airbus Protect has been informed of a non-compliance by the Service Provider, Airbus Protect may proceed with an emergency audit by notifying the Service Provider by any means within forty-eight (48) hours.

18.2.6. In any case, the Audit notification to the Service Provider shall include the reasons for the audit as well as the information regarding the external auditor, if any. Airbus Protect or the independent auditor may conduct any analysis and/or verification necessary to verify compliance with the requirements of these GTCs and in particular to investigate the technical, logical and organisational measures implemented by the Service Provider, to verify that the Service Provider and/or the subcontractor comply(s) with all the terms and conditions set out in these GTCs, and in particular compliance with the requirements set out in the Annexes

18.2.7. At the time of this Audit, the Provider shall:

- a. grant Airbus Protect or an approved independent auditor access to buildings, documents and information, systems, etc.
- b. during a security audit, take all necessary steps to provide Airbus Protect with the appropriate information for a security assessment to be carried out;
- c. during an audit relating to the protection of personal data, take all necessary steps to provide Airbus Protect with all documents relating to the processing of personal data including, in particular, the necessary documents, the risk analyses carried out and a detailed list of the security measures implemented.

18.2.8. In case of refusal of the Audit by the Service Provider or failure to implement corrective actions following the Audit, Airbus Protect reserves the right to interrupt or restrict the connectivity or access to the Information for the Service Provider. In the event of a significant change in the Provider's circumstances (including, but not limited to, mergers, acquisitions or other corporate reorganisations) or business operations, Airbus Protect reserves the right to reassess the Provider's compliance with Airbus Protect's security requirements as necessary to protect the Information and infrastructure assets associated with Airbus Protect.

18.2.9. The Provider shall take all appropriate corrective measures in respect of any defects identified during the Audit and shall notify Airbus Protect and provide evidence of the implementation of such corrective measures.

### 18.3. AUDIT OF AN AUTHORITY

18.3.1. The Contractor agrees to (i) cooperate with Airbus Protect, in the event of an investigation by a Supervisory Authority as well as in the event of a compliance audit commissioned by Airbus Protect, and (ii) provide all relevant information and assistance in the event of such investigations and/or audits and/or in the event of any request by Airbus Protect regarding compliance with this Code of Conduct.

## 19. EXEMPTION OF LIABILITY

19.1. The responsibility of Airbus Protect cannot be directly or indirectly retained for any reason and for any cause whatsoever for the damages related to:

- a. The non-compliance on the part of the Provider or its subcontractor with the regulations relating to the Protection of Personal Data and the obligations imposed on it.
- b. The non-compliance on the part of Provider or its subcontractor with the regulations of the Sapin II Law with respect to anti-corruption legislation and its obligations as described in the Appendix
- c. The non-compliance by Provider or its subcontractor and failure to comply with its Information Security obligations as described in the Appendix to the present GTC entitled "Security".

## 20. INVALIDITY AND INDEPENDENCE OF CLAUSES

20.1. The provisions of these GTC are distinct and independent of each other.

- 20.2. The possible cancellation of one or more clauses of these GTC applicable to the Service Provider, whether as a result of a court decision, an arbitration award or by mutual agreement between Airbus Protect and the Service Provider, shall not automatically result in the nullity or ineffectiveness of the clauses of these GTC which shall continue to apply and be fully effective, unless the balance of the contract is modified.
- 20.3. If one or more of the provisions of these GTC become invalid and/or unenforceable, the Parties agree to substitute similar provisions that are not themselves invalid and/or unenforceable.

## **21. GOVERNING LAW AND JURISDICTION**

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### **21.1. APPLICABLE LAW AND LANGUAGE OF THE CONTRACT**

- 21.1.1. These GTC and the Contract and/or Order and the Agreements arising therefrom shall be governed by French law.
- 21.1.2. These GTC are written in the French language. In the event that they are translated into one or more languages, only the French text shall be binding in the event of a dispute.

### **21.2. ATTRIBUTION OF JURISDICTION**

- 21.2.1. All disputes arising from the Contract, whether concerning its validity, interpretation, performance, termination or resolution, its consequences and its consequences shall be submitted to the competent French courts.
- 21.2.2. The Commercial Court of Toulouse shall have sole jurisdiction, even in the event of multiple defendants or the introduction of a guarantee.

### **21.3. COMPENSATION FOR LEGAL COSTS**

- 21.3.1. For all disputes resulting from the bad, partial or total non-performance of the obligations incumbent on the Service Provider, the Service Provider shall indemnify all legal costs of Airbus Protect that would result from this dispute.



## SCHEDULE 1

### SUPPLIER' CODE OF CONDUCT

At Airbus Protect, corporate responsibility is a key element of our purchasing policy. Airbus Protect is committed to promoting its core values of human rights, labor, environment and anti-corruption. Thus, Airbus Protect is committed to ensuring the highest standards of responsibility in all its activities. This code of conduct expresses the minimum ethical standards to be applied by the Supplier

Airbus Protect implements this Model Code of Conduct in its entirety and therefore expects its Suppliers to comply with all applicable laws and regulations in the countries in which they operate or in which operations are managed or services are provided. Regardless of the location of Suppliers, all activities must be conducted in a manner consistent with this Supplier Code of Conduct. Suppliers are also required to cascade these principles through their own supply chain.

This Supplier Code of Conduct encourages them to go beyond legal compliance, based on current and recognized international standards, to advance social and environmental responsibility and business ethics.

#### SUMMARY OF THE Supplier' CODE OF CONDUCT:

1. [GENERAL PROVISIONS](#)
2. [HUMAN RIGHTS](#)
3. [EMPLOYMENT PRACTICES](#)
4. [ANTI-CORRUPTION](#)
5. [CONFLICT OF INTEREST](#)
6. [MAINTAIN ACCURATE RECORD](#)
7. [ENVIRONMENT, HEALTH AND SAFETY](#)
8. [GLOBAL TRADE COMPLIANCE](#)
9. [ETHICS PROGRAM EXPECTATIONS](#)

### 1. GENERAL PROVISIONS

- 1.1. The Supplier agrees to (i) incorporate the provisions of this Code of Conduct in any Purchase Order, Agreement and/or Contract of any type, binding it to any person or entity to which it should pay all or part of the financial consideration as a result of its involvement in the Purchase Order and (ii) instruct persons and entities involved in this Purchase Order not to commit bribery and/or not to tolerate acts of bribery, whether proven or not.
- 1.2. If either Party fails to take the necessary corrective action, or if such corrective action is not possible, the other Party may, at its option, either suspend or terminate the Order, provided that all amounts contractually due at the time of suspension or termination of the Order shall remain due and payable to the extent permitted by applicable law.

### 2. HUMAN RIGHTS

- 2.1. In general, Supplier is committed to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture, in accordance with the relevant International Labour Organization (ILO) conventions.
- 2.2. Supplier must ensure that illegal child labour is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labour Organization (ILO).
- 2.3. Supplier must adhere to regulations prohibiting human trafficking, and comply with all applicable local laws in the country or countries in which they operate. Supplier must refrain from violating the rights of others and address any adverse human rights impacts of their operations.
- 2.4. Who shall be in compliance with the applicable international conventions and the provisions of the French Labour Code as interpreted and applied by the French courts. In particular, the Supplier shall refrain from employing minors for the performance of the Services, except in the case of an express exemption permitted by the French Labour Code. It also guarantees that its employees and agents enjoy decent working conditions.

### 3. EMPLOYMENT PRACTICES

- 3.1. HARASSMENT

- 3.1.1. Supplier is expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

#### 3.2. NON-DISCRIMINATION

- 3.2.1. Supplier is expected to provide equal employment opportunity to employees and applicants for employment without discrimination.

#### 3.3. WAGE AND BENEFITS

- 3.3.1. Supplier must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

#### 3.4. SOCIAL DIALOGUE

- 3.4.1. Supplier must respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Supplier is also expected to recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

## 4. ANTI-CORRUPTION

#### 4.1. DEFINITIONS

- 4.1.1. For the purposes of this clause, the following definitions shall apply:

« **Anti-Corruption Laws** » means any laws, regulations or agreements relating to the fight against corruption, of national or foreign public officials, private corruption or against influence peddling, including in particular: the law of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life known as "Sapin 2", the American antibribery law: the "Foreign Corrupt Practices Act" of 1977, the British antibribery law "UK Bribery Act" of 2010, as well as all the laws applicable to the present Contract.

« **Acts of bribery** » means any practice, including but not limited to bribery influence peddling, extortion, solicitation, and laundering of the proceeds thereof.

« **Bribery** » is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

« **Trading in Influence** » is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person. « **Extortion** » or « **Solicitation** » is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. « **Laundering** » means the proceeds of the Corrupt Practices mentioned above » is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

« **Public Official** » means, at the international, national or local level, (i) any elected official, civil servant, agent, representative, employee exercising public functions or acting on behalf of a public body or, more generally, any person considered as such by the organization that employs him or her, or (ii) any political party or member of a political party or candidate for political office, or (iii) any officer, employee or director of a company or any other entity wholly or partly owned or controlled by a State. « **Controlling Authority** » means any governmental, judicial, supervisory or regulatory entity responsible for combating corruption.

#### 4.2. ANTI-CORRUPTION LAWS

- 4.2.1. Supplier shall comply with all applicable anti-corruption laws, guidelines and regulations in the countries in which it operates.
- 4.2.2. Supplier is required to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety.
- 4.2.3. Supplier are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, and the hiring of intermediaries such as agents or consultants.
- 4.2.4. Each Party undertakes that, as of the date of entry of the Order, its director, officers or employees have not offered, promised, given, authorized, solicited or accepted any improper pecuniary or other

advantage of any kind (or implied that they will or may do any such thing at any time in the future) in connection with the Order and has taken reasonable steps to prevent subSuppliers, agents or any other third party, subject to its control or controlling influence, from doing so.

4.2.5. Each Party agrees that at all times during the performance of the Order and at its expiration, it will comply with Anti-Corruption Laws and take reasonable steps to ensure that its agents, subSuppliers or other third parties under its control or influence do not directly or indirectly commit any Bribery or Corruption with respect to a Public Official or agent of either Party.

4.2.6. Each Party agrees to inform the other Party within a reasonable time of the necessary corrective measures to be implemented, if as a result of the exercise of an audit right under the Order, as a result of an inspection by a Supervisory Authority, or otherwise, it provides evidence that the other Party has engaged in material or repeated violations of the provisions of the anticorruption laws.

#### 4.3. ILLEGAL PAYMENTS

4.3.1. Supplier must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited.

4.3.2. This probation applies even in locations where such activity may not violate local law.

#### 4.4. FRAUD AND DECEPTION

4.4.1. Supplier must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

#### 4.5. COMPETITION AND ANTI-TRUST

4.5.1. Supplier shall not fix prices or rig bids with their competitors. It must not exchange current, recent, or future pricing information with competitors.

4.5.2. Supplier shall refrain from participating in a cartel.

#### 4.6. GIFTS/BUSINESS COURTESIES

4.6.1. Supplier is expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage.

4.6.2. In any business relationship, Supplier shall ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.

#### 4.7. INSIDER TRADING

4.7.1. Supplier and its personnel shall not use any material or non-publicly disclosed information obtained in the course of their business relationship with Airbus Protect as the basis for trading or for enabling others to trade in the stock or securities of any company.

### 5. CONFLICT OF INTEREST

5.1. Supplier shall avoid any conflict of interest or situations giving the appearance of a potential conflict of interest.

5.2. Supplier is expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Airbus Protect and personal interests or those of close relatives, friends or associates.

### 6. MAINTAIN ACCURATE RECORDS

6.1. Supplier is expected to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it.

6.2. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

### 7. ENVIRONMENT, HEALTH AND SAFETY

7.1. Supplier is expected to establish an appropriate management system for Environment, Health and Safety.

7.2. Supplier is further expected to operate in a manner that actively manage risk, conserves natural resources and protects the environment in the communities within which they operate.

7.3. Supplier should protect the health, safety, and the welfare of their employees, Suppliers, visitors and others who may be affected by their activities.

7.4. Finally, Supplier shall comply with all applicable environmental, health and workplace safety laws and regulations.

## 8. GLOBAL TRADE COMPLIANCE

### 8.1. IMPORT

8.2. Supplier must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

### 8.3. EXPORT

8.4. Supplier must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. Supplier shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

8.5. Supplier agrees to comply with the Export Control provisions set forth in Annex 2 "Corpus Data Protection".

### 8.6. COUNTERFEIT PARTS

8.7. Supplier must develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. In addition, suppliers shall provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

8.8. In addition, Supplier shall notify consignees of counterfeit products were warranted, and exclude them from the delivered product.

## 9. ETHICS PROGRAM EXPECTATIONS

### 9.1. WHISTLEBLOWER PROTECTION

9.2. Supplier is expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation.

9.3. Supplier is also expected to take action to prevent, detect, and correct any retaliatory actions.

### 9.4. CONSEQUENCES FOR VIOLATING THE CODE

9.5. In the event that the expectations of this Code are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the related procurement contract(s).

### 9.6. ETHICS POLICIES

9.7. Commensurate with the size and nature of their business, suppliers are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Code of Conduct.

9.8. Supplier is encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services.

9.9. Airbus Protect expects its Suppliers to maintain effective programs to encourage their employees to make ethical, values-driven choices in their business dealings – beyond compliance with laws, regulations and contact requirements.

# SCHEDULE 2

## CORPUS DATA PROTECTION

The purpose of this Data Protection Corpus is to impose a line of conduct on the Supplier regarding the use and security of Airbus Protect Information.

Indeed, Airbus Protect implements all means to protect its Information, including all types of data (technical, financial personal, controlled...), whether it is the property of Airbus Protect or a third party. Therefore, Airbus Protect imposes strict obligations on its Suppliers, particularly in terms of Personal Data Protection, Security and Export Control in order to maintain a good level of compliance and protection. In order to maintain this level, which is an integral part of our brand image, Airbus Protect strives to structure and deploy appropriate internal processes for continuous improvement.

In view of these considerations which are elements dear to our structure, Airbus Protect counts on the Supplier to impose on itself at least the same level of compliance and protections, by respecting the requirements and obligations listed in this Schedule. In addition, beyond the regulatory and contractual stipulations, Airbus Protect hopes that the Supplier will impose additional measures on itself to better protect Airbus Protect Information, given the very sensitive context of our activities and the importance of privacy and cybersecurity.

Aware of the importance of its requirements and obligations, Airbus Protect will however be at the Supplier's side to bring its support and its help in the deployment of this good level of compliance and protection which is expected.

### SUMMARY:

1. [DEFINITION](#)
2. [GENERAL PROVISIONS](#)
3. [PERSONAL DATA PROTECTION](#)
4. [SECURITY](#)
5. [EXPORT CONTROL](#)

## 1. DEFINITIONS

**Assets:** includes, but are not limited to, Information, documents and data, any Information system (hardware and software) or physical products.

**Components:** includes software applications, manufacturing equipment with integrated IT facilities, industrial control and building management systems.

**Corpus of Annex:** includes all the documents put in place as part of this documentation package, including all annexes.

**Environment:** includes all media that can be hosted, process Airbus Protect Information, including but not limited to: systems, networks, infrastructure, IT, equipment, IoT, IdO, Software, application, storage media and all possible infrastructure (e.g. servers, emails gateways, etc.)

**Equipment:** includes any kind of equipment or component of any kind.

**SubSupplier of the Supplier:** IdO, or IdO/cloud outsourcing, facilities management and similar service providers with access to Airbus Protect Information.

**Force majeure:** any type of event that may impact the Environment and/or

**Airbus Protect Information.** These types of events include, but are not limited to, physical damage, electrical outages, fire, and natural disasters.

**Information:** all the Data composing the Airbus Protect Environment including in particular the personal data.

**Incidents:** the term includes, but is not limited to, lost or stolen equipment, malfunctions, power loss, overloads, user/IT staff, technical service or IT errors, access violations, malware and hacking. These incidents include, but are not limited to: theft of equipment storing Airbus Protect Information, breach of Airbus Protect data from Supplier's systems, compromise of systems connected to Airbus Protect.

**Unreliable networks:** Test Environments, partner networks.

**Environmental Risks:** in case of earthquake, flood, extreme weather conditions. **Service/Activities:** means the activities performed under the service contracted between the parties. **Technologies (The):** export controlled goods (any item or service subject to control under one or more export control laws) and/or technical data (information necessary for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification, or other terms specified in export control regulations, of an item subject to export control)

## 2. GENERAL PROVISIONS

### 2.1. ASSUMPTION OF RESPONSIBILITIES

- 2.1.1. The Supplier undertakes to work in a professional manner and to apply in good faith the requirements contained in the Data Protection Corpus, as well as those contained in the regulations applicable to it.
- 2.1.2. As such, Supplier is responsible for its daily operational activities on Airbus Protect' systems and Information.
- 2.1.3. The Supplier agrees that safeguards and compliance measures shall be implemented prior to or during the performance of the Service.
- 2.1.4. The Airbus Protect undertakes to provide, without delay, all documents and/or evidence mentioned in the Corpus when requested by Airbus Protect and this throughout the Service.
- 2.1.5. The Supplier shall provide Information and cooperate with Airbus Protect in response to any subpoena, investigation or other request for Information about Airbus Protect.

### 2.2. DATA RESTITUTION

- 2.2.1. Supplier shall provide Airbus Protect with a termination plan that outlines how Airbus Protect Information will be returned upon the end of the Service, including how backup and archival operations will be performed, and how all Airbus Protect Information will be permanently removed from Supplier' s Environment.
- 2.2.2. The Supplier shall ensure the protection of the Information and the Airbus Protect' Environment, during the Service as well as after its expiration when necessary.

## 3. PERSONAL DATA PROTECTION

### 3.1. INTRODUCTION

- 3.1.1. For the purposes of this Annex, the terms "controller", "processor", "data subject", "personal data", "processing", "personal data breach", "binding corporate rules", "supervisory authority", "third country", "transfer of personal data" have the meaning defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, which is applicable as of May 25, 2018, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").
- 3.1.2. Within the framework of the Contract and/or the Order, and in relation to personal data, the Parties acknowledge that Airbus Protect acts as a data controller and that the Supplier acts as a data processor.

### 3.2. OBLIGATIONS OF THE SUPPLIER

#### 3.2.1. GENERAL OBLIGATIONS

- 3.2.1.1. Under the Contract and/or the Order, Supplier agrees to: process personal data only for the purposes described in the subscribed service; act only on written instruction from Airbus Protect. The Supplier shall immediately notify Airbus Protect, if a request relating to the processing of personal data would constitute a violation of data protection laws and regulations; cooperate and assist Airbus Protect to ensure Airbus Protect' compliance with data protection laws and regulations and in particular; assist Airbus Protect within the framework of the realization of impact analysis relating to the protection of personal data, and if necessary, in its steps related to the consultation of the Control Authority and/or any request which can result from it; correct any errors or inaccuracies in the Personal Data whether or not caused by the Supplier, to ensure that it current and accurate ; assist Airbus Protect, to the fullest extent possible, in maintaining a record of all categories of personal data processing activities carried out in the course of performing the Services.
- 3.2.1.2. In addition, the Supplier must respond without delay, and in any case within a maximum of five (5) working days, to any request from Airbus Protect relating to the processing of personal data. The Supplier undertakes to provide Airbus Protect with all the necessary information on the processing of personal data carried out within the framework of the contract so that the latter is able : inform the persons concerned in accordance with the laws and regulations on data protection and/or; to comply with any request from a data subject based on his or her rights under data protection laws and regulations and in particular his or her rights to access, amend or delete personal data, and/or; to carry out the administrative formalities relating to the processing with the competent authorities and/or; to comply with any administrative, judicial or regulatory request.
- 3.2.1.3. At the end of the Contract and/or the Order (including in case of expiration), and at the sole discretion of Airbus Protect, the Supplier undertakes to proceed to the destruction of the personal data, including the existing copies; or to the complete restitution, in a readable and reliable format, of all the personal processed, except for legal provisions to the contrary which would require the conservation of the above mentioned data.

3.2.1.4. The Supplier shall remain liable to Airbus Protect for any damage due to noncompliance with its obligations relating to the processing of personal data as defined in this Annex and in the provisions of the contract. In the event of a breach of data protection laws and regulations by the Supplier, Airbus Protect reserves the right to terminate the contract in accordance with the provisions of the contract. In such a case, Supplier shall be responsible for any costs and expenses resulting from such termination, including attorney's fees, damages and any other expenses incurred as a result of such breach.

**3.2.2. SECURITY**

3.2.2.1. Supplier agrees to implement, as a minimum, all security measures, all security measures described in the section "4. Security".

3.2.2.2. Furthermore, Supplier shall implement all technical, logical and organizational measures appropriate to the Processing and the Service provided by Supplier in order to specifically guarantee the confidentiality and security of the Personal Data and, in particular, to prevent such data from being distorted, damaged or communicated to unauthorized third parties. These measures shall ensure a level of security adequate to the risks inherent to the Processing and to the nature of the Personal Data to be protected by guaranteeing the rights of the Data subjects in compliance with the laws and regulations on the protection of Personal Data.

3.2.2.3. In the event that security measures are implemented after the Contract is signed, the Supplier agrees to sign an amendment to the Contract to incorporate these measures into the corpus of documentation.

3.2.2.4. In addition to these requirements, the Supplier undertakes to implement all necessary measures enabling Airbus Protect to comply with the principles of "Data protection by design" and "Protection by default".

**3.2.3. PERSONAL DATA BREACH**

3.2.3.1. In the event on an actual or suspected personal data breach, Supplier agrees to: notify Airbus Protect as soon as possible (in any event, no later than twenty-four (24) hours) after becoming aware of a proven or suspected Personal Data Breach, and; remedy such personal data breach and/or threats as quickly as possible, as well as minimize the impact of such personal data breach, and/or threat, on Data Subjects; refrain from disclosing such personal data breach unless otherwise requested by Airbus Protect.

3.2.3.2. The notification of the personal data breach must contain all the elements required by the regulation, and thus be composed of: a description of the nature of the personal data breach including: the categories of data and personal data records involved, the approximate number of data subjects and personal data records involved; the full name and contact details of the Data Protection Officer or other contact point from whom additional information can be obtained; a description of the likely consequences of the personal data breach; a description of the steps taken or proposed to be taken by Supplier to remedy the personal data breach, including, if applicable, steps to mitigate any adverse consequences.

3.2.3.3. In the event that is not possible for the Supplier to provide all of the requested information at one time, such information may be provided in phases as soon as possible, with justification.

**3.2.4. AUDIT**

3.2.4.1. Supplier allows Airbus Protect to perform an Audit within the Supplier's structure and on the Airbus Protect Environment to verify the Provider's compliance with the requirements of the GDPR and with the present set of Annexes as defined in the clause relating to the Audit of the Present General Terms and Conditions of Purchase.

**3.2.5. SUB-CONTRACTING**

3.2.5.1. Supplier agrees to comply with the « Confidentiality » clause of the present General Terms and Conditions of Purchase for the processing of personal data and in particular not to transfer, communicate, disclose or give access to, in any way whatsoever, any personal data to any third party, with the exception of subSuppliers authorized under the provisions agreed in the "Subcontracting" clause of the present General Terms and Conditions of Purchase and their staff for the sole purpose of providing the Service.

**3.2.6. TRANSFER OF PERSONAL DATA**

3.2.6.1. Supplier guarantees that it will not proceed to any Transfer of Personal Data from a member country of the European Economic Area (EEA), to any third country which is not considered to have an equivalent level of protection of personal data according to the European Commission, without prior written agreement from Airbus Protect.

3.2.6.2. In the event that Airbus Protect agrees to such a transfer of personal data, Supplier shall make such transfer only to authorized recipients, and shall ensure that at least one of the following mechanisms is in

place: the Transfer of Personal Data takes place to a country recognized by the European Commission as providing an adequate level of protection; or the terms of the transfer agreement incorporate the European Commission's standard contractual clauses or any other European Commission document having the same purpose and superseding previous decisions; or the authorized recipient(s) have binding corporate rules; or prior authorization from a supervisory authority has been delivered.

3.2.6.3. In the event of invalidation by the competent authority of one of the mechanisms described above and selected by the Parties, the Supplier undertakes to immediately sign or implement any other mechanism recognized as valid by the European Commission and selected by Airbus Protect. The Supplier undertakes in this context to provide all its help and assistance for the effective implementation of this new personal data transfer mechanism;

3.2.6.4. For all intents and purposes, it is hereby specified that in the event that, during the performance of the Services, the conditions provided for by one of these mechanisms are no longer met, the Transfer of Personal Data shall be immediately suspended. The Supplier will then undertake to implement any possible solution so that this does not have an impact of the performance of the Service(s) as agreed with Airbus Protect and to ensure the continuity of the Services.

**3.3. CONDITIONS FOR PROCESSING PERSONAL DATA**

3.3.1. Location of the Supplier' servers and/or Authorized Recipients and/or their teams accessing Airbus Protect' Personal Data.

3.3.2. Supplier shall inform Airbus Protect of the location of the servers on which the Personal Data will be hosted.

3.3.3. Supplier informs Airbus Protect that its personnel member and/or Authorized Recipients who can access the Personal Data are located in the third countries.

3.3.4. Any change in the location of Supplier' server(s) and/or teams and/or Authorized Recipients shall be subject to the prior written consent of Airbus Protect and shall be formally included as an amendment to this Schedule, in accordance with the terms of the Order and/or the Contract.

**3.3.5. SUPPLIER'S CERTIFICATION**

3.3.5.1. Supplier shall inform Airbus Protect of the certification(s) for the scope concerned by the Processing for which Airbus Protect is responsible, when a certification is required according to the nature of the Service(s) provided. The Supplier also undertakes to maintain, according to the terms and conditions of the Contract, the criteria for meeting the requirements of the certifications obtained.

**3.3.6. REGISTER OF CATEGORIES OF PROCESSING ACTIVITIES**

3.3.6.1. Supplier declares to maintain a written record of all categories of processing activities done on behalf of Airbus Protect, including the mandatory information in accordance with Article 30 of the GDPR.

**4. SECURITY**

**4.1. ACCESS, UTILIZATION AND MODIFICATION OF SYSTEMS**

4.1.1. Supplier may only access, use, modify and/or delete any aspect of the Airbus Protect System(s) or Information to the extent authorized by Airbus Protect.

4.1.2. Airbus Protect shall protect the Environment from loss, destruction, tampering, corruption, unauthorized access, and unauthorized dissemination of all Airbus Protect Information accessed, used or processed by Supplier. Therefore, Supplier shall no attempt to circumvent, modify or disable any of the security mechanisms of the Airbus Protect Environment. This protection continues even after the end of the contract.

4.1.3. Prior to establishing any data exchange or system or network connectivity, Supplier shall provide Airbus Protect with all current information and documentation. This documentation package is necessary to allow an assessment of Supplier' security level.

**4.2. SECURITY POLICIES AND PROCEDURES**

4.2.1. Supplier shall establish and maintain an Information System Security Policy (ISSP) and shall develop a comprehensive set of standards and operating procedures based on the ISSP.

4.2.2. As such, Supplier shall construct this package taking into account all applicable national and international safety standards.

**4.3. SAFETY ORGANIZATION**

4.3.1. The Supplier has appointed a Systems and Information Security Manager with overall responsibility for security and risk issues.

4.3.2. Supplier has designated personnel responsible for the management and security of its information systems and shall inform Airbus Protect without delay of any change in such personnel. The Supplier undertakes that any replacement personnel shall have a level of



competence equivalent to the personnel initially designated as well as the necessary accreditations.

#### 4.4. HUMANS RESSOURCES AND SECURITY

##### 4.4.1. EMPLOYEE VERIFICATION AND ASSIGNMENT

4.4.1.1. Supplier shall ensure that the personnel within its organization, having access to the Environment and to Airbus Protect Information, are qualified and properly trained.

4.4.1.2. Supplier has implemented systematic personnel screening processes to verify the identity and background of its personnel. Supplier shall provide Airbus Protect upon request with information relating to the security screening of its personnel.

4.4.1.3. In the event Supplier is involved in work subject to government regulations or other confidential projects and to the extent permitted by law and regulations. Airbus Protect reserves the right to request information on security checks, nationality, or to impose governmental accreditations to work on certain Airbus Protect sites or projects.

4.4.1.4. If a security concern related to a Supplier's employee is identified, Airbus Protect may notify Supplier of its disapproval of that employee's assignment to work for Airbus Protect. In such event, Supplier shall take all necessary steps to ensure that such employee does not have access to Airbus Protect Information.

##### 4.4.2. AWARENESS AND TRAINING

4.4.2.1. Supplier shall ensure that all employees and Supplier/SUBSupplierS who have access to Airbus Protect information and data are made aware of the confidential nature of such information and the obligations contained in this Annex through appropriate training and awareness activities.

4.4.2.2. Supplier warrants that its officers, employees, agents and any individual or company that may be involved in the performance and/or completion of the Service(s) are trained and/or made aware of security. In particular, by developing and distributing the complete and approved information security policy and user guidelines.

#### 4.5. ASSET MANAGEMENT

##### 4.5.1. CLASSIFICATION OF INFORMATION

4.5.1.1. Supplier shall consider Information transferred between Supplier and Airbus Protect, and stored by Supplier, to be classified as "Confidential" and secure it as directed by Airbus Protect.

##### 4.5.2. EQUIPMENTS

4.5.2.1. Supplier shall maintain a list of authorized computer equipment that is used to access, transfer, process and/or store Airbus Protect Information. Upon request, Supplier shall provide Airbus Protect with a list of all such systems and devices where Airbus Protect Information is stored or processed.

4.5.2.2. In any event, Supplier shall not store Airbus Protect Information on mobile devices unless they are encrypted by high-performance products/standards.

#### 4.6. ACCESS CONTROL

##### 4.6.1. SECURITY OF ACCESS

4.6.1.1. Supplier shall properly identify and record connections with the Airbus Protect Environment.

4.6.1.2. Supplier shall maintain a logical network diagram that includes external connections and specifically details connections to Airbus Protect Information.

##### 4.6.2. ACCESS AND AUTHORIZATION MANAGEMENT

4.6.2.1. Access methods and controls – Supplier shall use only authorized access methods and controls as provided or required by Airbus Protect or agreed upon by the Parties prior to execution of the Agreement.

4.6.2.2. Creation of accounts – Supplier shall ensure that: users of the Environment and computing devices have a unique personal identification number. There shall be no shared/group IDs in use; administrators have separate accounts for high-privilege activities and normal-use jobs that do not require elevated privileges to prevent the downloading and execution of malicious code; accounts are configured on a « least privilege » basis; service accounts have clear ownership and are managed in a secure manner.

4.6.2.3. Authorization management – Supplier shall maintain a current list of user and administrator permissions on its organization's systems. Supplier shall ensure that the process of requesting and authorizing users for access rights to its own systems and Airbus Protect systems is traceable and meets the need-to-know principle.

4.6.2.4. Revocation of rights – Supplier shall promptly revoke the access rights of any Supplier user who no longer has a need to access the Environment and/or Airbus Protect information.

4.6.2.5. Annual certification – Supplier shall certify at least annually that its users are legitimate and authorized as agreed upon by the Parties.

4.6.2.6. Supplier shall disclose the list of system users to its point of contact at Airbus Protect upon request.

#### 4.6.3. ACCESS SECURITY MANAGEMENT

4.6.3.1. Management of logs – Supplier shall ensure that accesses to the Environment and to Airbus Protect Information as well as operations/activities, performed on this Environment and on this Information, are recorded in computer logs to the extent permitted by laws and regulations. In parallel, the Supplier takes appropriate measures to ensure that all activities on the logs cannot be repudiated. These logs are kept, at a minimum, for a rolling period of 12 months. Airbus Protect may ask the service providers for a longer retention period due to more restrictive traceability requirements.

4.6.3.2. Privileged account monitoring – Supplier shall ensure that users with elevated access rights are monitored for anomalous activity, in addition to logging their access for the Airbus Protect Environment and use of their privileges.

4.6.3.3. Protection against unauthorized access – Supplier shall ensure that the Environment on which Airbus Protect Information is stored or processed, or from which the Airbus Protect Environment is accessed, is protected from unauthorized access.

4.6.3.4. Passwords – Supplier shall ensure that all accesses to the Environment and to Airbus Protect Information are controlled by the use of strong passwords and corresponding identifiers (in compliance with the recommendations of the ANSSI<sup>1</sup>).

#### 4.7. ISOLATION OF INFORMATION AND ACCESS TO THIRD PARTIES

4.7.1. Supplier shall segregate Airbus Protect Information from its own information and that of customers other than Airbus Protect so that only authorized personnel can access Airbus Protect Information. Supplier shall not use the same physical work areas, computer systems, or application facilities for Airbus Protect and Supplier's non-Airbus Protect entities without consulting Airbus Protect.

4.7.2. Supplier shall not provide access to Airbus Protect Information or systems to any other entity without Airbus Protect prior written consent.

#### 4.8. CRYPTOGRAPHY

4.8.1. Supplier shall use cryptographic tools that are compatible with the tools/procedures used by Airbus Protect to ensure the confidentiality, integrity and non-repudiation of transferred and/or stored data as requested by Airbus Protect. Where applicable law restricts the use of cryptography, Supplier shall evaluate and agree with Airbus Protect on other appropriate information protection mechanisms on a case-by-case basis.

4.8.2. For projects/programs subject to defense, government, NATO, or OCCAR classification, Supplier will use the same cryptographic tools as Airbus Protect for compliance and interoperability purposes.

#### 4.9. PHYSICAL AND ENVIRONMENTAL SECURITY

##### 4.9.1. PHYSICAL ACCESS

4.9.1.1. Supplier shall ensure that access to its buildings, offices and computer facilities is controlled and limited. Supplier shall further restrict access to specific areas: areas hosting IT infrastructure, such as server or network rooms; areas where users with elevated access privileges work; areas with a high level of confidentiality for Airbus Protect (subject to a specific agreement).

##### 4.9.2. LOCATION

4.9.2.1. Supplier shall ensure that the most critical equipment is installed in a location where environmental risks are reduced. Appropriate environmental controls shall be deployed to mitigate any potential physical damage.

#### 4.10. SECURITY OF OPERATIONS

4.10.1.1. Supplier shall implement appropriate loss prevention mechanisms to prevent unauthorized disclosure of the Information as well as alteration of the Information affecting its availability and/or integrity. In consequence, Supplier shall ensure that: Formal change control procedures are established to ensure that any changes made to the Environment will not impact Airbus Protect data. Except as otherwise provided in this Agreement, the Supplier shall obtain specific approval from Airbus Protect prior to implementing any changes involving and/or impacting the Environment or Airbus Protect Information where confidentiality, availability and/or integrity may be affected;

<sup>1</sup> National Agency for the Security of Information Systems

regular backups of the Airbus Protect' Environment and Information are made, ensuring that these backups are: stored away from active systems, physically protected with a level at least equal to that of the active systems, and, regularly testing the restoration of the backups; the equipment making up the Environment is covered by a manufacturer's warranty, or by a support within the organization, thus guaranteeing the availability of the Environment and Airbus Protect' Information ; critical patches shall be applied to systems as recommended by Software Service Providers, and only after being tested by Supplier for compatibility with its facilities.

4.10.1.2. In addition, Supplier shall use all available techniques and means, including any necessary advanced technology, to prevent unwanted malicious code intrusions on the Airbus Protect Environment.

4.10.1.3. Furthermore, Supplier shall ensure that the templates/signatures for anti-intrusion and/or anti-virus mechanisms are regularly updated on all devices, including mobile devices.

#### 4.11. COMMUNICATIONS

4.11.1. Supplier shall comply with Airbus Protect' data exchange and connectivity standards and procedures, unless otherwise agreed to in writing by Airbus Protect, and agrees to work cooperatively with Airbus Protect to implement secure data exchanges and transfers.

4.11.2. If Airbus Protect' data is transferred over data networks not under the direct control of Supplier, it will take all appropriate measures to ensure both the confidentiality and integrity of the data in transition.

4.11.3. Supplier shall ensure that data traffic to and from the Internet or other untrusted networks is limited using robust security mechanisms and monitored for anomalous behavior, such as through the use of proxies and gateways.

4.11.4. Supplier shall also prevent users from circumventing these control mechanisms by implementing all necessary technical measures, including but not limited to blocking tunnels to other proxies, which use webmail or ,personal cloud services to share commercial data or to download unauthorized material.

4.11.5. Supplier shall only use equipment that has been approved by Airbus Protect to connect to the Airbus Protect Environment.

4.11.6. Equipment installed on Airbus Protect' network can be monitored and corrected by Airbus Protect (including anti-malware updates). Supplier's own equipment not meeting this requirement may only be connected on Airbus Protect' isolated networks.

#### 4.12. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

4.12.1. The Supplier shall ensure that its products that contain components are developed using a structured and approved system development methodology that ensures that information security requirements are considered part of an overall process, and therefore defined, documented, adhered to using safe coding rules, and verified in the test and acceptance phase.

4.12.2. If Supplier is to be installed or connected to the Airbus Protect Environment, Supplier shall ensure that its products delivered to Airbus Protect can be integrated into the network security processes. Supplier shall ensure that the remote maintenance and support of its Airbus Protect delivered products are in compliance with Airbus Protect' remote connection standards.

4.12.3. When Supplier is required to connect its own equipment and components to any of its Airbus Protect manufacturing products or are integrated with an Airbus Protect product for configuration, software/data loading, testing or trouble shooting in Airbus Protect manufacturing, delivery or maintenance environments, ONTRACTOR shall ensure that such equipment and components: are dedicated and limited to this type of activity and that their use is subject to formal procedures; are not connected to any network other than the product's internal network while the Airbus Protect product is running; are authentic, intact and free of malware, this also includes any removable media connected to the equipment.

#### 4.13. MANAGEMENT OF INFORMATION SECURITY INCIDENTS

4.13.1. Supplier shall perform continuous monitoring of systems and networks using intrusion detection and prevention systems as well as recording security events.

4.13.2. Supplier shall identify and resolve security weaknesses and incidents, minimize their impact and reduce the risk of similar incidents occurring. In the event of a proven security incident or one that may affect Airbus Protect' Environment or Information, Supplier shall promptly upon detection:

- a. Investigate and report the incident to Airbus Protect
- b. Provide all necessary information to Airbus Protect regarding such security incident;
- c. Take any action to remedy detected security incidents and inform Airbus Protect of the actions taken as the incident is resolved.

4.13.3. If Airbus Protect detects any security incident in its systems originating from Supplier, Airbus Protect shall immediately notify Supplier and reserves the right to temporarily discontinue or restrict connectivity with Supplier.

#### 4.14. BUSINESS CONTINUITY IN INFORMATION SECURITY

4.14.1. The Supplier shall have a business continuity program in place to maintain/restore the Environment in the event of a major failure or force majeure. The business continuity program shall include, at a minimum, but not limited to, a management framework, business continuity plans, maintenance, review and testing activities, and disaster recovery and recovery.

4.14.2. Management Framework - Supplier shall have appropriate mechanisms and processes, and defined roles and responsibilities to ensure business process continuity and avoid major disruptions. These mechanisms and processes shall incorporate risk identification and assessment, mitigation strategies, maintaining availability of business services, processes and products through awareness, reviews and testing.

4.14.3. Business continuity plans - Supplier shall document and train its employees on its business continuity plans to ensure that the business continues to operate at an efficient level in the event of a major incident.

4.14.4. Maintenance, examination and testing – Supplier shall be able to demonstrate regular review, maintenance and testing of plans through exercises.

4.14.5. Business resumption and disaster recovery – Supplier shall produce a disaster recovery plan for its Airbus Protect – related business and the internal systems and processes that depend on it. This plan shall cover the detailed planning and actions to be taken during and after an incident so that business operations can be resumed in a normal state.

## 5. EXPORT CONTROL

### 5.1. GENERAL REQUIREMENTS

5.1.1. Parties agree to comply with the laws and regulations of the United States, the European Union and any other country relating to export controls, sanctions and embargoes (hereinafter referred to as the "Applicable Regulations") and acknowledge that any detour contrary to such Regulations is prohibited.

5.1.2. Parties agree in the event and to the extent that the Order or any extension of the scope of the Services would involve exports of Controlled Technologies, to enter into a prior discussion in order to establish a specific Agreement to be annexed to these General Terms and Conditions of Purchase and to ensure the compliance of the Service it.

5.1.3. Where all or part of the Technologies are subject to Applicable Regulations, prior to the effective commencement of operations and prior to any transfer of technologies by any means whatsoever the parties shall:

- a. Identify the Regulation applicable to the Technology(ies) (hereafter, the "Classification");
- b. Notify the other Party in writing of all Classifications and restrictions associated with the Technology(ies), including nationality restrictions;
- c. Ensure the accurate identification, tracking and secure storage of all Technologies;
- d. Obtain any necessary license or authorization for the export, reexport, transfer, delivery and use of the Technology(s) as specified by Airbus Protect (hereinafter, the "Export Authorization"), in a timely manner to ensure that the Goods/Services/Works can be provided under the Order, and at no cost to Airbus Protect;
- e. Verify the nationality(ies) of the persons to whom the Technologies, are to be transferred, including hypothetical or potential access, are eligible, and document such verification.

5.1.4. Parties agree for the duration of the Order and shall:

- a. Notify immediately in writing of any change in Classification or any change in Benefits that may result in a change in Classification;
- b. Take all necessary steps to ensure the compliance of the Service, including but not limited to: obtaining the necessary Export Authorizations, etc.

5.1.5. In addition, to these requests made beforehand, the Service Supplier must provide Airbus Protect:

- a. Declarations, certifications and any other documents that may serve as evidence required by the Applicable Regulations, and upon request;

- b. The application for export authorization and any amendments thereto, for review by Airbus Protect prior to submission to the appropriate export control authority;
- c. A copy of all Export Authorizations, including a copy of all conditions and limitations imposed by the export control authority that relate to the performance of the Agreement and/or Airbus Protect' obligations;
- d. In writing with the delivery, in whatever form, for each individual Service: (1) Applicable Regulations and Classification, (2) Reference to and copy of applicable export permits, to be provided with the delivery order, (3) packing slip, (4) commercial invoice and/or on any document/file acquired for the Item(s)/Service(s)/Work;
- e. Information about its employees or subSuppliers so that Airbus Protect can authorize access to any export controlled information.

## 5.2. SANCTIONS

- 5.2.1. Supplier declares that, as of the date of execution of the Contract, it is not subject to any sanctions under export regulations.
- 5.2.2. Supplier shall immediately notify Airbus Protect in writing if, during the term of the Agreement, it becomes subject to any sanctions, investigation, claim, action or proceeding under the Export Regulations.

**SCHEDULE 3**

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**ACCEPTANCE OF THE GENERAL CONDITIONS OF PURCHASE OF  
Airbus Protect**

**BY :**

The Company:

.....  
.....

Having its registered office at:

.....  
.....  
.....

Registered with the:

.....  
.....

Under the number :

.....  
.....

Represented for the purposes hereof by

.....  
.....

Title

.....  
.....

**Hereinafter referred to as: "The Provider" declares that it accepts  
the General Conditions of Purchase of Airbus Protect**

Location : .....

Date : .....

**Signature & stamp  
(of the Provider)**