

Protect

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# GENERAL TERMS AND CONDITIONS OF SALES



**JULY  
2022**

**AIRBUS**

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The present General Terms and Conditions of Sale (hereinafter the "GTC") apply to all services provided by:

- >> 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, in the person of its legal representative, (hereinafter "Airbus Protect"),
- to
- >> any Customer, (hereinafter the "Customer").

Airbus Protect and the Customer shall be jointly referred to as the "Parties".

The services may consist of the supply of hardware (hereinafter the "Products"), the licensing of software (hereinafter the "Software") and the performance of services in the Contract Documents on behalf of the Customer (hereinafter the "Services").

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

The Customer agrees to the application of these GTC for any Contract formed with Airbus Protect and excludes the application of any other terms or conditions that may have been proposed by the Customer and not expressly accepted by Airbus Protect.

The formation of the Contract implies the Customer's unreserved acceptance and full adherence to these GTC. Airbus Protect reserves the right to accept derogations to some clauses of the present GTC according to the negotiations with the Customer, this by the establishment of Particular Sales Conditions (hereinafter the "PSC") signed and accepted by both Parties on a separate contractual document. In case of contradiction between the present GTC and the PSC concluded and signed between the Customer and Airbus Protect, the latter shall prevail.

The present GTC shall prevail over the Customer's General Terms and Conditions of Purchase (hereinafter the "GTC"). The communication of the GTC by the Customer shall not imply in itself an acceptance by Airbus Protect, even on an implicit basis, which acceptance shall only result from a specific agreement signed by a duly authorised legal representative of Airbus Protect and distinct from the Customer's Order form.

In the event of ambiguity, inconsistency or contradiction between the terms of the Proposal, the Order and any reservations made by the Customer and/or Airbus Protect, the latter shall, within a reasonable period of time consistent with the purpose of the Proposal and the timeframes for the provision of the Services, negotiate and reach an explicit written agreement.

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## 1. DEFINITIONS

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

**"Own knowledge"** means all knowledge, experience, procedures, documents, know-how, software, tools, methods, data, specifications, plans, processes and, more generally, all information, in any form whatsoever, as well as all intellectual property rights potentially attached to them (in particular patents, designs and models, copyrights), whatever their nature or medium, which a Party possesses prior to the date of entry into force of the Contract or for which it has obtained 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 (in particular all databases or other forms of data collection, all reports, plans, drawings, specifications, processes), regardless of the medium (in particular physical (e.g. paper, USB) or digital) created or generated during the performance of the Order.

**"Confidential Information"** means any non-public material or information originating from either Party and/or relating to the Disclosing Party (referred to as the Disclosing Party) or any third party to whom the Disclosing Party is under a duty of confidentiality, and communicated in any manner whatsoever to the Receiving Party (referred to as the Receiving Party).

## 2. CONTRACTUAL FRAMEWORK OF SERVICES

- 2.1. The contractual documents governing the relationship between the Customer and Airbus Protect always consist of, in order of priority:
  - a. amendments to the contract\* ;
  - b. the signed contract\* ;
  - c. amendments to the special conditions of sale\*;
  - d. the special conditions of sale\*;
  - e. the specific provisions negotiated as part of the technical and financial or commercial proposal (hereinafter "the Proposal")\*;
  - f. the framework of the last technical and financial or commercial proposal\*;
  - g. the general framework of the tender\*;
  - h. the Order or Orders sent by the Customer and accepted by Airbus Protect, relating to the Service as agreed between the Parties, excluding the attached GTCs except where Airbus Protect gives its express written agreement for the latter to govern the commercial relationship\*;
  - i. the present GTC\*.

Hereinafter the "Contractual Documents".

\* These documents must be signed by the authorised representatives of the Parties

## 3. COMMERCIAL PROPOSAL

- 3.1. Airbus Protect undertakes to provide a firm Proposal on letterhead, submitted by a person duly authorised and expressly empowered to submit a Proposal in the name and on behalf of Airbus Protect.
- 3.2. The Proposal shall be valid for the period expressly stated therein. Otherwise, the Proposal shall be valid for a period of acceptance of one (1) month from the date of submission of the Proposal to the Customer.
- 3.3. The amounts, costs, schedules and times stated in any Proposal are Airbus Protect's estimate of the amounts required to provide and perform the relevant Services. As such, the estimated cost and time shall not be considered as a guaranteed maximum price and time, unless otherwise provided in the Contract Documents.
- 3.4. The information contained in the catalogues, notices, price lists and any other commercial document communicated by Airbus Protect are only given as an indication and have no contractual value. Therefore, Airbus Protect reserves the right to modify them at any time and without notice due to the evolution of the technique, the economic conditions or its commercial policy.

## 4. ORDER AND CONTRACT TERM

### 4.1. ENTRY INTO FORCE

- 4.1.1. Without prejudice to the stipulations of article 3 above, the sale of the Service and the formation of the contract (hereinafter the "Contract") takes effect on the occurrence of one of the following events
  - a. the Customer's express written acceptance of the Proposal;
  - b. Airbus Protect's acceptance of the Order issued by the Customer;
  - c. the signature of a specific contract;
  - d. the signature of special conditions of sale;

- e. the start of the execution of the Services on the Customer's initiative after the Proposal has been issued.

- 4.1.2. In any case, the sale of the Service is subject to the completion of verification operations relating to compliance and business ethics requirements which will have been duly carried out and which would not have revealed 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.
- 4.1.3. However, in the event that Airbus Protect begins to perform the Services prior to issuing any Order and pending the final formation of the Contract, the conditions and terms relating to these GCS as well as those mentioned in the commercial proposal shall be opposable and deemed accepted by the Customer.
- 4.1.4. The commencement of the Service is understood to be any type of activity that allows the initiation of the Service. By way of example, without these examples being restrictive, the following is considered as the beginning of the performance of the Services :
  - a. the sending of a started and/or finished deliverable;
  - b. the setting of a face-to-face or remote meeting at the request of Airbus Protect and/or the Customer to initiate the Services or, if applicable, to follow its progress;
  - c. the organisation of the arrival of Airbus Protect personnel at the Customer's premises as well as in general, any face-to-face and/or remote meeting between the Customer's teams and Airbus Protect's teams for the performance of any activity concerning the Service.

### 4.2. DURATION

- 4.2.1. The duration of the Contract shall be defined in the Contract Documents.

### 4.3. ORDER

- 4.3.1. The Order issued by the Customer must contain the following elements as agreed between the Parties during their negotiations and in particular in the last Proposal: the nature, scope, price and extent of the Services to be provided.

## 5. ADDITIONAL REQUESTS

- 5.1. For any new request or specificity sent by the Customer, a new Commercial Proposal must be made and the sale carried out according to the terms and conditions of article 2 of these GTC.
- 5.2. The commitments of Airbus Protect are strictly limited to the supply of the Services provided in the Contractual Documents. Thus, for the supply of Services not included in the Proposal, the Order or the Contract, the prices and deadlines shall be subject to a specific written agreement between Airbus Protect and the Customer.

## 6. OBLIGATION OF AIRBUS PROTECT

- 6.1. Airbus Protect undertakes to:
  - a. implement, for the performance of the Services, all the skills, knowledge and expertise that the Customer is reasonably entitled to expect from a professional working in the sector of activity concerned by the Service,
  - b. to deliver the Services, which are the subject of the Contractual Documents, within the agreed time limits, except in the event of withholding information, documents or any behaviour on the part of the Customer aimed at compromising the performance of the Service or in the event of force majeure,
  - c. respect the delivery deadlines set out in the Contractual Documents, except in the event of withholding information, documents or any behaviour on the part of the Customer aimed at compromising the performance of the Service or in the event of force majeure,
  - d. solicit the Customer by email at the usual exchange addresses, in the event of missing elements.
- 6.2. Airbus Protect is only bound by an obligation of means concerning all the Services delivered to the Customer.

## 7. OBLIGATION OF THE CUSTOMER

- 7.1. The Customer undertakes to specify and provide Airbus Protect with all the elements, such as documents, specifications and information of any kind, necessary for the performance of the Service, and this within a reasonable time.
- 7.2. The Customer shall inform Airbus Protect as soon as they occur, of any event likely to hinder the good execution of the Service, by email to the usual exchange addresses.

- 7.3. This obligation of information which is incumbent upon the Customer constitutes a contractual obligation essential to the performance of the Service.
- 7.4. The Customer is personally responsible for obtaining any authorizations that may be legally and/or contractually required from the authorities, its suppliers, its third party service providers or its own Customers or any other third party affected by the Service.
- 7.5. The Customer shall appoint at least one representative with the necessary skills to cooperate with Airbus Protect during the performance of the Services and to provide any document, information or reasonable assistance that Airbus Protect may require in order to ensure the proper and complete performance of the Services.

## 8. SUBCONTRACTING

- 8.1. Airbus Protect reserves the right to subcontract all or part of the Services, which the Customer declares to accept.
- 8.2. Airbus Protect undertakes to comply with the provisions of Article 28 of the RGPD relating to the guarantees presented by the subcontractor.

## 9. TRANSPORT - DELIVERY - DEADLINES

### 9.1. TRANSPORT

- 9.1.1. All transport, customs, handling, specific packaging and insurance of the results of the Services outside the factories or warehouses of Airbus Protect shall be at the Customer's expense and risk, including in the case of free shipping. It is the Customer's responsibility to check the results of the Services upon arrival and to exercise, if necessary, the recourse against the carriers in the forms and time limits required by the applicable regulations. It is the Customer's responsibility to take out insurance appropriate to these risks.

### 9.2. DELIVERY

- 9.2.1. The Services are provided by Airbus Protect to the Customer at the usual postal and/or electronic address and/or on the platforms indicated in the Contractual Documents. It being specified that the digital Services are sent by e-mail or on a platform to the Customer, and the physical Services are sent to the Customer's postal address.

### 9.3. DEADLINES

- 9.3.1. The time limits for the provision of the Services shall be set out in the Contractual Documents and shall be considered, except where a specific timetable has been established, as being indicative and informative only within a reasonable limit.
- 9.3.2. In the case of Services to be performed successively, the aforementioned period shall run from the delivery of each successive Service.
- 9.3.3. Delay in the supply of components/products: Based on the shortage of material components existing at the time of the signature of the Contract, the Parties agree that Airbus Protect shall not be liable for any delay whatsoever in the performance of the Services due to a delay of an Airbus Protection supplier affected by the aforementioned shortage, whether by way of compensation or otherwise. If applicable, the Parties agree to discuss in good faith any necessary adjustment to the Delivery Schedule for the Services.
- 9.3.4. Extensions: Airbus Protect shall endeavour to meet the agreed deadlines, however, these may be extended:
  - a. When the provision of the Services is conditional upon access to necessary information held by the Customer and such information is not provided to Airbus Protect within the agreed timeframe; and/or
  - b. In case of fault attributable to the Customer; and/or
  - c. In case of force majeure; and/or
  - d. In case of circumstances or events beyond the control of Airbus Protect, thus characterizing a delay which is not exclusively attributable to it.
- 9.3.5. The Parties may jointly agree on an extension of the deadline.
- 9.3.6. Consequences: If one of the above-mentioned events is characterized, then Airbus Protect shall not be held liable and the Customer waives any penalty and/or interest for delay, any claim for damages, and any exception for non-performance or right of termination against Airbus Protect.
- 9.3.7. In addition, Airbus Protect reserves the right to postpone the delivery and/or the partial or total execution of the Services in the event that one of the aforementioned situations persists beyond thirty (30) days or when the Customer has not proceeded to the total or partial payment of its debts to Airbus Protect, and this independently of its right to implement the provisions of the article relating to the "Suspension - Termination".
- 9.3.8. Notwithstanding the events identified in the previous articles, no penalty, interest for delay, exception of non-performance or right of termination

may be implemented by the Customer without prior written notification to Airbus Protect by registered letter with acknowledgement of receipt, and that the latter then remains without effect within thirty (30) working days following its receipt by Airbus Protect.

- 9.3.9. Penalties: The Parties may agree on penalties for late delivery according to the schedule agreed between the Parties in the Contractual Documents. These late delivery penalties may not exceed 0.1% of the amount of the Service concerned by the delay per day of delay, up to a total limit of 10% of the total amount of the Service concerned. These penalties shall be final and in full discharge of liabilities.

## 10. RECEPTION - ACCEPTANCE - CONFORMITY

- 10.1. At the time of delivery of the Services, the Customer is required to check the quality and quantity of the Services.
- 10.2. The Customer has a period of 10 days from the date of delivery to express any reservations.
- 10.3. The acceptance without reservation covers the apparent defects of conformity and prevents the Customer from requesting a return of the Product, an exchange or a compensation from Airbus Protect.
- 10.4. The Services provided by Airbus Protect are deemed to be compliant, fully and correctly executed:
  - a. At the time of delivery of the Deliverable, when the nature of the latter is not eligible for reservations by the Customer; or
  - b. At the time of delivery in the event of formal and unequivocal acceptance of the Deliverable by the Customer or, in the absence of formal acceptance, within ten (10) days of delivery of the Deliverable in the event of no reservation by the Customer; or
  - c. At the time of the closing meeting to decide on the end of the Service.
- 10.5. Any reservation made after the deadline, or not mentioned at the time of delivery, shall not be taken into account. In the event of a reservation made by the Customer within the time limit, the Customer must provide the reasons for the non-conformities, defects and/or shortcomings noted.
- 10.6. In case of a non-precise and non-detailed reservation, Airbus Protect reserves the right not to take into account the Customer's reservations, in writing within fifteen (15) days from the receipt of the reservation. In this case, the Customer shall then have a period of fifteen (15) days from the issuance of Airbus Protect's request to reformulate or specify / detail the reasons for its reservation.
- 10.7. In case of non-conformities, apparent defects and/or missing elements attributable exclusively to Airbus Protect and after confirmation by Airbus Protect of the elements presenting alleged non-conformities, defects and/or shortcomings, they shall then be replaced and/or completed, at Airbus Protect's choice. Only the non-conforming and defective elements will be replaced and/or completed.
- 10.8. Airbus Protect reserves the right to proceed, directly or indirectly, to any observation and verification on site. The Customer shall allow access to Airbus Protect to carry out the inspection and verification, in which case the reservation shall be deemed unwritten.

## 11. GUARANTEE

- 11.1. The following guarantees are granted by Airbus Protect with respect to the price of the Services.
- 11.2. The Customer acknowledges and accepts that the provisions below describe Airbus Protect's only warranty obligations, regardless of the value or importance of the Customer's products or projects to which the Services relate.
- 11.3. In order to benefit from a guarantee set out below, the Customer shall bring its request to the attention of Airbus Protect by registered letter with acknowledgement of receipt and by e-mail to the usual exchange addresses.
- 11.4. **PRODUCT WARRANTY**
  - 11.4.1. Duration: Except for legal provisions of public order which would extend the duration, the Products delivered by Airbus Protect to the Customer are guaranteed for one (1) year as from the most recent date between the :
    - a. Delivery; or
    - b. Commissioning; or
    - c. Acceptance in the case of commissioning or assembly work carried out by Airbus Protect.
  - 11.4.2. Execution of the warranty: the warranty is strictly limited, at Airbus Protect's choice, to either the free exchange of the defective parts, or the free repair of these parts in the premises of Airbus Protect, its suppliers or subcontractors.



- 11.4.3. Extent and limit of warranty: During this period, Airbus Protect warrants the new equipment supplied and the commissioning or assembly work carried out, provided that the latter has been exclusively carried out by Airbus Protect, against all construction defects, it being the Customer's responsibility to prove the existence of these defects or flaws.
- 11.4.4. The warranty of the elements acquired and resold by Airbus Protect to the Customer in an accessory manner, without being incorporated into the Products, is limited to the warranty granted by the supplier or subcontractor of Airbus Protect on the element in question.
- 11.4.5. All accessories or parts, subject to rapid wear and tear, (such as, for example, flexible cords, batteries, accumulators, etc.), do not carry any warranty on the part of Airbus Protect after their delivery and/or commissioning.
- 11.5. **GUARANTEE OF SERVICES**
- 11.5.1. Airbus Protect only guarantees that the Services are provided in compliance with the rules of the art in force at the date of their execution and in accordance with what is provided in the Contractual Documents.
- 11.5.2. In particular, Airbus Protect does not guarantee within the framework of its Services, in particular through its studies, analyses, recommendations, that the results will make it possible to contain, avoid or control the feared events, threats or threats of attacks, risks, malicious activities or even dangers identified or evaluated, nor even that the results will guarantee a level of compliance with the authorities, customers and/or suppliers of the Customer..
- 11.6. **SOFTWARE WARRANTY**
- 11.6.1. The Software is warranted under the terms of the user licence granted by Airbus Protect for each software.
- 11.6.2. In the absence of an express stipulation to this effect, in the event of a reproducible defect affecting the Software marketed by Airbus Protect and on condition that these defects appear within (90) ninety days from the date on which the Software in question is put into service, Airbus Protect undertakes to make, at its own expense and as soon as possible, its best efforts to eliminate the said defects or to circumvent them by supplying a new Software support of the same nature.
- 11.7. **EXCLUSION OF WARRANTY**
- 11.7.1. In any case, Airbus Protect excludes any type of warranty in case of negligence or fault of the Customer or third parties. Thus, the warranty may not be invoked if the defect is the result of the use of the Deliverable by the Customer, its employees, customers, suppliers or any other third party that does not comply with the specifications and recommendations for use that are made available.
- 11.7.2. Airbus Protect does not grant any other warranty than those mentioned above or those that would be imposed by a mandatory legislative or regulatory provision.

## 12. MODIFICATION OF PRODUCTS, SERVICES AND SOFTWARE

- 12.1. Airbus Protect may, at any time and without prior notice, make any changes to its Services due to technical and technological developments, economic conditions or its commercial policy, provided that this does not modify the price or quality of the Services in question.

## 13. TRANSFER OF OWNERSHIP AND RISK

- 13.1. **TRANSFER OF OWNERSHIP AND RETENTION OF TITLE**
- 13.1.1. Unless otherwise expressly agreed in writing by Airbus Protect, the transfer of ownership of the results of the Services to the Customer shall occur when the price foreseen is fully paid by the Customer, and this regardless of the date of delivery of the said Services.
- 13.1.2. Thus, Airbus Protect reserves, until full payment of the price, in principal and accessories by the Customer, a right of ownership on the sold Services, allowing it to take back the results of the Services.
- 13.1.3. The Customer shall not, before full payment of the price, resell or authorise any seizure of the results of the Services without prior written authorisation from Airbus Protect.
- 13.2. **TRANSFER OF RISKS**
- 13.2.1. The transfer of risks relating to the results of the Services delivered shall occur upon departure from any factory, warehouse or place where the results of the Services are stored by Airbus Protect.
- 13.2.2. To this end, the Customer undertakes to insure, at its own expense, the ordered services, in favour of Airbus Protect, by an ad hoc insurance, until the complete transfer of property and to justify it to the latter upon delivery. Failing this, Airbus Protect shall be entitled to delay delivery until the presentation of this proof.

- 13.2.3. However, in the event that the Customer is responsible for recovering the result of the Services directly from Airbus Protect, it is the Customer's responsibility to insure it accordingly at its own expense, for the benefit of Airbus Protect until full transfer of ownership and for its benefit after full transfer of ownership, by an ad hoc insurance.

## 14. RATE AND PRICE

- 14.1. The prices of the Services are defined and denominated in euros and are exclusive of tax (hereinafter "exclusive of tax").
- 14.2. The price is determined before the commencement of the Service and is mentioned in the Contractual Documents.
- 14.3. Unless the Parties agree otherwise:
- In the case of a Service of less than one (1) year, the prices are fixed, firm and final;
  - In the case of a Provision longer than one (1) year, Airbus Protect reserves the right to revise the prices annually up to a maximum of 5% unless the following formula is more advantageous:  $P = P_0(S/S_0)^*$ .  
\*P is the revision price,  
P<sub>0</sub> is the price applicable on the date of signature of the Contract/Order,  
S is the SYNTEC services index applicable on the price revision date,  
S<sub>0</sub> is the SYNTEC services index applicable on the date of signature of the Contract/Order.
- 14.4. In view of world events and the social and economic situation, there is currently a high level of inflation and uncertainty as to its development over the coming months and years. As a result, the overall economy of the Contract as defined in the Contract Documents could be modified. Thus, if the inflation rate exceeds 5% during the validity period of the Proposal or during the Contract, the Parties agree to negotiate in good faith so as to proceed with a price adjustment in order to maintain the balance of costs and prices as initially determined.
- 14.5. These prices are established on the basis of the information and documents communicated by the Customer expressing all its needs. Consequently, any need not expressed by the Customer at the time of the Order and which may arise during the performance of the Services may be the subject of additional Services and give rise to a price increase.
- 14.6. Special pricing conditions may be applied according to the specificities requested by the Customer, in particular concerning delivery terms and deadlines, or payment terms and conditions. A specific commercial offer may then be sent to the Customer by Airbus Protect.

## 15. TERMS OF PAYMENT

- 15.1. **INVOICING AND PAYMENT TERMS**
- 15.1.1. Unless otherwise expressly accepted by Airbus Protect and/or provided for in the Contractual Documents, Airbus Protect shall send its invoice to the Customer and the latter shall have a period of thirty (30) days from the date of dispatch to proceed with the payment thereof.
- 15.1.2. The payment dates and deadlines set out in the Contract and/or the Order and in these GTC are imperative and constitute an essential obligation of the Customer for the payment of the Service provided by Airbus Protect.
- 15.2. **DEFAULT OF PAYMENT**
- 15.2.1. In the event of non-payment of the price by the Customer within the applicable deadlines, Airbus Protect shall send to the Customer, by registered letter with acknowledgement of receipt, a formal notice to proceed with the payment, which shall include interest on the delay.
- 15.2.2. Pending the settlement of the payment and without the need to specify it, Airbus Protect reserves the right to postpone the delivery of the Services in question.
- 15.2.3. At the end of a period of fifteen (15) days from the issuance of the notice of default which has remained without effect, Airbus Protect reserves the right to take the following additional measures:
- Make all the claims of Airbus Protect on the Customer immediately payable; and/or
  - Proceed with the forced execution of the Contract by simple request presented to the competent Commercial Court; or
  - Claim the return of the results of the Services.
- 15.2.4. The claim for the return of the results of the Services does not deprive Airbus Protect of its right to :

- a. Terminate the Contract for the Customer's failure to fulfil its obligations; and/or
  - b. Engage the Customer's liability, and/or
  - c. Enforce any clause in the Contract providing for the payment of a penalty in the event of default; and/or
  - d. Suspend or cancel the delivery of outstanding Orders; and/or
  - e. Suspend the performance of its obligations.
- 15.3. **PENALTIES FOR LATE DELIVERY AND FIXED COMPENSATION**
- 15.3.1. In the event of late payment, late payment penalties calculated by applying a rate equal to six (6) times the legal interest rate shall be automatically and by right acquired by Airbus Protect, without any formality or prior notice.
- 15.3.2. A fixed compensation for collection costs of forty (40) euros shall be due, automatically and without prior notice by the Customer, in case of late payment. Airbus Protect reserves the right to ask the Customer for an additional compensation if the collection costs actually incurred exceed this amount, upon presentation of the supporting documents.

## 16. INTELLECTUAL PROPERTY AND OWN KNOWLEDGE

### 16.1. GENERAL FRAMEWORK

- 16.1.1. In general, subject to any third party rights, each Party remains the sole owner of its Own Knowledge (hereinafter "Knowledge").
- 16.1.2. Without prejudice to the provisions of Article 7.4 above, the Parties guarantee that they have the free disposal of the Knowledge that they make available to the other, and that such Knowledge does not infringe any restriction on dissemination or disclosure or any third party's intellectual property rights.
- 16.2. **AIRBUS PROTECT'S OWN KNOWLEDGE**
- 16.2.1. In order to perform the Service, Airbus Protect uses its own Knowledge.
- 16.2.2. Airbus Protect grants the Customer, for the duration of the Service and for the sole purpose of its performance, a personal and non-exclusive right to use its Knowledge. The Customer undertakes to respect them and shall refrain, without prior written consent from Airbus Protect, from :
- a. to use, copy or reproduce all or part of it for any other purpose than in the cases provided for in the Contract;
  - b. to modify them in any way whatsoever;
  - c. to transmit them to third parties;
  - d. to acquire any intellectual property rights whatsoever;
  - e. conceal or remove any intellectual property rights or other regulatory or legal notices from such Knowledge;
  - f. manufacture, distribute, sell or offer Services based on this Knowledge.
- 16.2.3. With the exception of the limited right of use provided for in clause 16.2.2, the Customer acknowledges that the Agreement does not confer any rights on the Customer in respect of such Knowledge and Airbus Protect's intellectual property rights in respect thereof.
- 16.2.4. All Foreground Knowledge provided to the Customer shall remain the exclusive property of Airbus Protect and shall be returned to the Customer upon request.

### 16.3. CUSTOMER'S OWN KNOWLEDGE

- 16.3.1. The Customer shall inform Airbus Protect of the Knowledge it possesses and which 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.
- 16.3.2. The Customer undertakes to authorise Airbus Protect, without the need for a specific agreement, to reproduce, exploit, translate, adapt, modify and communicate the said Knowledge as long as this is necessary for the performance of the Contract.
- 16.3.3. In return, Airbus Protect undertakes not to use the said Knowledge for any purpose other than the performance of the Contract, and in any event not to acquire any intellectual property rights on the basis of the Customer's Knowledge.

### 16.4. SOFTWARE

- 16.4.1. Airbus Protect grants the Customer a licence to use the Software under the conditions defined in the licence agreement signed between the Parties.
- 16.4.2. Otherwise, Airbus Protect and/or its possible suppliers shall retain the ownership of all intellectual property rights relating to the software and the associated documentation made available and used during the execution of the Contract.

- 16.4.3. The Customer therefore undertakes not to use them for purposes other than those provided for in the licence for use in the Contract, nor to reproduce them and/or communicate them to third parties in any way whatsoever, subject to the express derogations provided for in the Contractual Documents.

- 16.4.4. In the event that the Software is not essential to the performance of the Services, Airbus Protect shall have the discretion to accept or refuse to grant a licence.

### 16.5. RESULTS

- 16.5.1. **Ownership:** Subject to the rights of third parties, Airbus Protect shall retain all Knowledge generated in the course of providing the Services. In particular, but without this being considered exhaustive, the Contract is not intended to and shall not be considered as having the effect of transferring to the Customer any right whatsoever over the Results.
- 16.5.2. However, Airbus Protect grants the Customer a non-exclusive licence to use the Results produced during and/or after the performance of the Services, this licence including the right for the Customer to reproduce and represent the Results for its own internal needs exclusively, worldwide. The Customer agrees not to make any other use of the Results and in particular agrees not to modify, translate, reproduce or represent them for the benefit of third parties other than those of its employees who need to know them.
- 16.5.3. **Guarantee:** Airbus Protect guarantees the Customer against any action brought in France by a third party alleging that a Result infringes its intellectual property rights
- 16.5.4. In this context, Airbus Protect shall bear the costs, damages and lawyers' fees that the Customer would have to incur at the end of either a final court decision or a settlement agreement concluded with the prior written consent of Airbus Protect.
- 16.5.5. This warranty constitutes the Customer's sole and exclusive remedies in this regard and is subject to the following conditions
- a. that the infringement does not result from (i) any use or modification of the Results not expressly authorised by Airbus Protect or (ii) any combination of the Results with other products, software or services;
  - b. that the Customer has promptly informed Airbus Protect of the action brought by a third party against him and has given Airbus Protect control of the defence action that the Customer provides Airbus Protect with all necessary means, information and all reasonable assistance in order to face this action;
  - c. that the Customer refrains from any initiative having the object or effect of recognising the validity of the claims formulated by the third party or of compensating the damage alleged by the latter.

## 17. CONFIDENTIALITY

- 17.1. 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.
- 17.2. 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.
- 17.3. Confidential Information shall be treated as confidential, whether or not the word "confidential" is used.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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).
- 17.7. 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.

## 18. CHANGE OF CONTROL AND COLLECTIVE PROCEEDINGS

- 18.1. In the event of a change of control of the Customer during the term of the Contract, as defined in article L.233-3 of the French Commercial Code, the Customer undertakes to inform Airbus Protect in advance, which reserves the right to :
- Decide to terminate the Contract and/or the Order by operation of law without any compensation being due to the Customer;
  - Demand from the Customer the return of all the results of the Services already performed;
  - To approve or not approve the new Control Holder.
- 18.2. In the event that the Customer is placed under collective proceedings before a Commercial Court, it shall inform Airbus Protect within three (3) days.

## 19. USE OF THE TRADE NAME

- 19.1. The Customer agrees that Airbus Protect may use the Customer's trade name and the general description of the Services provided as a reference in any published commercial document or in any oral and/or written presentation, provided that Airbus Protect does not disclose any Confidential Information in this connection.

## 20. NON-SOLICITATION OF PERSONNEL

- 20.1. The Customer expressly refrains from soliciting for employment or employing or recruiting directly or indirectly any member of Airbus Protect's staff or agent in connection with the Services provided during the entire period of performance of the Order and/or the Contract and for a period of one (1) year after its termination for any reason whatsoever.
- 20.2. This clause shall also apply where the proposed recruitment is a result of the said employee's first request to the Customer.
- 20.3. The prohibition on soliciting staff also extends to other companies in the Group to which the Customer belongs and the Customer shall be responsible for applying this prohibition to other companies in the Group to which he/she belongs.
- 20.4. In case of non-compliance, the Customer shall be obliged to pay immediately to Airbus Protect, a lump sum compensation equal to twelve (12) months of the last monthly gross salary of the person solicited or hired, plus all recruitment costs covered by Airbus Protect.

## 21. ETHICS & ANTI-CORRUPTION

- 21.1. **General obligations:** The Parties undertake throughout the duration of the business relationship:
- To carry out the activities in an ethical manner and in compliance with the laws and regulations in force that are applicable in France, within the European Union and in the Customer's country of establishment;
  - That at the date of entry into force of the Contract, no undue pecuniary advantage or other advantage of any kind whatsoever has been offered, promised, given, authorised, solicited or accepted in connection with the Contract, by the Parties and more particularly by their directors, officers or employees (hereinafter "Servants");
  - To take all reasonable steps to ensure and prevent its Servants, subcontractors or other third parties subject to its control or decisive influence from directly or indirectly committing any corrupt act;
  - Not to tolerate acts of bribery, whether proven or not;
  - To incorporate at least equally binding obligations in any other agreement with any person or entity as a result of its involvement in the Contract;
- 21.2. **Audit and compliance:** The Parties undertake to co-operate with each other in the event of an investigation by a supervisory authority or any other competent authority, and to provide any information or assistance required in connection with such investigations.
- 21.3. **Non-compliance:** In the event of proven acts of corruption and/or attempted corruption by one of the Parties, its Employees, subcontractors or third parties for whom it acts as a guarantor, the defaulting Party shall have 24 hours from the time when the acts were brought to its attention to notify the other by any means.
- 21.4. The defaulting Party shall then have 72 hours from the time when the facts were brought to its attention to take the necessary corrective measures.
- 21.5. **Penalties:** Compliance with these obligations is an essential obligation of the Contract, and in the event of non-compliance, the Parties may :

- be indemnified by the defaulting Party for any claim, loss, damage, expense, liability which may arise directly or indirectly from such non-compliance.
- apply the provisions of the article "[Suspension - Termination](#)".

## 22. PERSONAL DATA

- 22.1. Each of the Parties undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of Law No. 78-17 of 6 January 1978, amended on 20 June 2018, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 in force since 25 May 2018 (RGPD).
- 22.2. Each Party acts as a data controller in the context of the management as well as the monitoring of the contractual and commercial relationship between the Parties under the Contract. This concerns general professional identification data such as the surnames, first names, positions held and professional contact details of the Parties' contacts as well as any other information necessary for the monitoring of the contractual and commercial relationship. This data will be kept for the duration of the contractual relationship and for the applicable limitation periods. Each Party undertakes to inform its own staff and any other person concerned of this processing in accordance with Articles 13 and 14 of the GDPR.
- 22.3. In the event that one of the Parties qualifies as a Subcontractor or has joint responsibility for the performance of the Contract, then the Parties undertake to negotiate a separate agreement to govern their relationship.

## 23. EXPORT CONTROL

- 23.1. **General obligations:** The Parties undertake to comply with the laws and regulations of the European Union, the United States and any other country relating to export controls, sanctions and embargoes (hereinafter referred to as the "Regulations") and acknowledge that any diversion contrary to these Regulations is prohibited.
- 23.2. The Parties agree that in the event and to the extent that the Contract or any extension of the scope of the Services involves exports of technology, they shall enter into prior discussions to establish a specific Agreement and to ensure compliance of the Services.
- 23.3. The Parties undertake throughout the duration of the Contract to take all necessary measures to ensure the compliance of the Service.
- 23.4. Where all or part of the technologies are subject to the Regulations, before the effective start of the Services or transfer of technologies, the Parties shall for each of the technologies :
- Identify the applicable Regulations, classify them, qualify the applicable restrictions, including nationality restrictions and notify the other Party in writing;
  - Ensure their identification, tracking and secure storage;
  - Obtain any necessary licence or authorisation for its export, transfer, use, re-export and delivery (hereinafter, the "Authorisation");
- 23.5. The Parties undertake to provide the other, in addition to point a. above, with all the necessary documentation to prove compliance with the Regulations, as well as the Authorisations, including all conditions and limitations.
- 23.6. The Parties shall immediately notify the other of any change in the Classification or any change in the Services that may result in such a change.
- 23.7. The Parties declare that at the date of signature of the Contract, they are not subject to any sanctions under the Export Control Regulations. Furthermore, the Parties shall immediately inform Airbus Protect in writing if, during the term of the Contract, they are subject to any sanctions, investigation, claim, legal action or proceeding under the Export Control Regulations that may affect the Contract and/or the Service.
- 23.8. **Responsibilities:** It is the Customer's responsibility to complete the Authorisation process within the required timeframe and to request Airbus Protect prior to any submission of the Authorisation for review by the relevant authority to obtain essential information.
- 23.9. **Penalties:** Compliance with these obligations is an essential obligation of the Contract, so in the event of non-compliance, the Parties may :
- be indemnified by the defaulting Party for any claim, loss, damage, expense, liability which may arise directly or indirectly from such non-compliance.
  - apply the provisions of the article "[Suspension - Termination](#)".

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

- 24.1. **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.
- 24.2. 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.
- 24.3. 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 description of the circumstances affecting the Affected Party's obligations; and
  - details of the possible consequences for the Affected Party's obligations; and
  - the reasonable actions to be taken by the Parties to minimise the consequences; and
  - the foreseeable duration of the force majeure or similar event.
- 24.4. The Party invoking an event shall make every effort to reduce as far as possible the harmful effects resulting from this situation.
- 24.5. **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
- 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
  - 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
  - strike action and/or
  - resignations or more broadly any departure of employees (including sick leave) that disrupts the organisation of Airbus Protect or the department concerned, and/or
  - more generally any other event which cannot be prevented by reasonable technical and organisational measures by the Affected Party.
- 24.6. The conditions for termination of the Agreement are specified in the article on "[Suspension - Termination](#)".

## 25. RESPONSIBILITIES

### 25.1. LIMITATION OF LIABILITY

- 25.1.1. Airbus Protect is only responsible for the Services it provides to the Customer.
- 25.1.2. The obligations undertaken by Airbus Protect in the context of the provision of the Services shall be performed in accordance with the provisions of the Contract and in view of the information provided by the Customer.
- 25.1.3. Airbus Protect does not accept any express or tacit commitment relating to the quality or nature of the Services other than those to which it expressly commits itself under these GTC or any other contractual document.
- 25.1.4. The liability of Airbus Protect can only be engaged if the two following conditions are met:
- a fault is directly attributable to Airbus Protect in the context of the performance of the Service, and
  - the Customer provides proof of direct damage actually suffered as a result of the proven fault.
- 25.1.5. In the event of a fault attributable to Airbus Protect during the performance of the Services, the Customer who proves that he has suffered direct prejudice in a causal link with the proven fault, may request compensation from Airbus Protect for said prejudice. However, the total liability of Airbus Protect shall not, in any event, exceed 50% of the price of the Service(s) for which the faulty performance has been proven.
- 25.1.6. Under no circumstances shall Airbus Protect's liability be engaged in the event of disputes arising between the Customer and its own customers.

### 25.2. EXEMPTION FROM LIABILITY

- 25.2.1. Airbus Protect shall in no case be held liable for :
- damages that do not result from a proven fault on its part, and/or
  - indirect damages, including but not limited to loss of data, files, operating loss, commercial loss, loss of profit, and/or
  - economic loss (including, but not limited to, loss of revenue, data, profits, contracts, or loss of business or anticipated savings), and/or
  - any damage to image (negative effect on image or reputation).
- 25.2.2. Furthermore, the Customer remains the sole decision-maker on any use, interpretation and/or exploitation of the Services provided by Airbus Protect and therefore :
- no liability is assumed by Airbus Protect, expressly or impliedly, due to the use, interpretation and/or exploitation made by the Customer of the Services provided by Airbus Protect by the Customer himself and/or to third parties, whoever they may be; and
  - no claim shall be assumed by Airbus Protect for any damage caused to the Customer or to any third party as a result of such use.
- 25.2.3. Any compensation for consequential loss is accordingly excluded from the scope of liability borne by Airbus Protect.
- 25.2.4. Airbus Protect shall also not be liable to the Customer if the provision of the Services provided for in the Contract is delayed or prevented by the failure of the Customer to provide the means, access or information required to enable Airbus Protect to perform its mission.

## 26. SUSPENSION - TERMINATION

### 26.1. SUSPENSION OF THE EXECUTION OF THE CONTRACT

- 26.1.1. Airbus Protect reserves the right to suspend the execution of the Contract in part or in full in case of
- substantial breach of the obligations contained in these T&Cs and incumbent on the Customer
  - knowledge of any serious breach by the Customer of the legal and regulatory provisions incumbent on it, such as labour law, export control, personal data protection, anti-corruption and anti-money laundering.
  - the occurrence of a case of force majeure as specified in the article relating to "[Events of force majeure not directly attributable to the Parties](#)".
- 26.1.2. This suspension shall be notified to the Customer by registered letter with acknowledgement of receipt to the usual exchange addresses. The Customer shall then have a period of thirty (30) days to regularise the situation, failing which Airbus Protect may apply the provisions of article 26.2. In the event that the Customer is unable to regularise his situation within the aforementioned period, he shall notify Airbus Protect as soon as possible, it being up to Airbus Protect to grant or not to grant the Customer an additional period.
- 26.1.3. In addition, Airbus Protect reserves the right to suspend the execution of the Contract in part or in full, without the need to take any prior steps, in the event that the Customer is subject to sanctions under the export control regulations.
- 26.1.4. 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.
- 26.1.5. In case of suspension, Airbus Protect is entitled to request the payment of the Price of the Service performed as is as well as the payment of the means engaged for the completion of the Service.
- 26.2. **TERMINATION OF THE CONTRACT**
- 26.2.1. Termination for particularly serious breach: The Parties agree that a particularly serious breach by one of the Parties authorizes the non-defaulting Party to immediately terminate the Contract in whole or in part, without any legal formalities or formal notice. It is agreed between the Parties that a particularly serious breach is characterised by:
- the violation of the article relating to Confidentiality ;
  - failure to comply with the article relating to Intellectual Property;
  - failure to pay all or part of the prizes;
  - serious violation by the Customer of the legal and regulatory provisions incumbent upon them, such as labour law, export control, anti-corruption and anti-money laundering.
- 26.2.2. 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 operation of law terminate all or part of the Contract, without the need for any legal formalities or formal notice.

## 26.3. TERMINATION OF THE CONTRACT

26.3.1. No termination of the Contract in whole or in part by either Party will be accepted without the prior written consent of the other.

## 26.4. TERMINATION IN THE EVENT OF FORCE MAJEURE AND NOT DIRECTLY ATTRIBUTABLE TO THE PARTIES

26.4.1. 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 to continue the Contract and/or the Order for a limited period of time.

26.4.2. 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.

26.4.3. 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 requalify the termination as a resolution for substantial failure.

## 26.5. COSTS AND FINANCIAL CONSEQUENCES

26.5.1. The costs and financial consequences of a termination or rescission are set out in Appendix 1 of the GTC.

## 27. INVALIDITY AND INDEPENDENCE OF CLAUSES

27.1. The provisions of these GTC are separate and independent of each other.

27.2. The possible cancellation of one or more clauses of these GTC applicable to the Customer, whether as a result of a court decision, an arbitration award or by mutual agreement between Airbus Protect and the Customer, shall not automatically lead to the nullity or ineffectiveness of the clauses of these GTC which shall continue to apply and produce their full and complete effect, unless the balance of the contract is modified.

27.3. If one or more of the provisions of these GTCs should become invalid and/or unenforceable, the Parties agree to substitute similar provisions which are not themselves invalid and/or unenforceable.

## 28. APPLICABLE LAW AND JURISDICTION

### 28.1. APPLICABLE LAW AND LANGUAGE OF THE CONTRACT

28.1.1. These GTC and the Order and/or the Contract and the Agreements arising therefrom are subject to French law.

28.1.2. These GTC are written in English and are translated French, only the French text shall be binding in the event of a dispute.

### 28.2. ATTRIBUTION OF JURISDICTION

28.2.1. 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.

28.2.2. The Commercial Court of Toulouse shall have sole jurisdiction, even in the event of multiple defendants or the introduction of a guarantee.

### 28.3. COMPENSATION FOR LEGAL COSTS

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

## 29. PRESCRIPTION

29.1. The liability of Airbus Protect or any of its employees to the Customer under the Contract and/or the Order shall be barred upon the expiry of a period of one (1) year from the date of expiry or termination of the Contract for any reason whatsoever, or, if the Contract has not expired or been terminated, from the date of the last invoice for the Services provided issued by Airbus Protect.

### ANNEX 1 - COSTS AND FINANCIAL CONSEQUENCES

	Résolution au(x) tord(s) d'Airbus Protect	Résiliation par Airbus Protect	Résolution au(x) tord(s) du Customer	Résiliation par le Customer	Force majeure / événement non imputable
<b>Default Management</b>	The Customer shall pay to Airbus Protect, the unpaid and undisputed amounts.				
<b>Management of benefits started</b>	The Results and/or pro-rata Results shall be delivered to the Customer who shall pay Airbus Protect the corresponding amount accordingly.		The Customer shall pay to Airbus Protect, the total price of the Service.		The Results and/or pro-rata Results shall be delivered to the Customer who shall pay Airbus Protect the corresponding amount accordingly.
<b>Management of incurred costs</b>		The Customer shall pay to Airbus Protect, all costs incurred by Airbus Protect in proportion to the parts of the Services already accepted by the Customer but not paid.	The Customer shall pay to Airbus Protect, all costs incurred by Airbus Protect in connection with the relevant Service where such costs are necessary for the performance of the Service.		
<b>Management of advance payments</b>	Any deposit previously paid by the Customer will then be retained by Airbus Protect in the event of delivery of the Results, the excess will be returned to the Customer.		Any deposit previously paid by the Customer will then be definitively acquired by Airbus Protect.	In case of cancellation (20) days before the date scheduled for the Delivery and/or the performance of the Services, Airbus Protect shall automatically retain the advance payments made without the possibility of any refund.	Any deposit previously paid by the Customer will then be returned to the Customer.
<b>Management of additional costs</b>			Resolution and termination fees shall be payable by the Customer immediately upon receipt of the relevant invoice. These additional costs will include the costs of demobilization and reassignment of Airbus Protect personnel as well as the costs of demobilization of equipment and any subcontractors.		
<b>Damages and Interest</b>	The non-defaulting Party may claim damages for the loss suffered as a result of the termination or cancellation.				