

1. RECITALS

Accenture or its Affiliates identified in the Order Form (or "Purchase Order" or "PO"), (hereafter "Accenture"), in connection with and for the purpose of agreements concluded with their own clients or for their own purpose, put an order of Items to the provider (the "Provider") designated in an Purchase Order ("PO").

2. PURPOSE

This agreement (the "Agreement") applies to purchases of Items by Accenture from the Provider. The Provider, having accepted to provide Items for the benefit of Accenture, also expressly accepts this Agreement and as such, the Compliance Certification attached in Schedule A. 2.2 The Provider undertakes to comply with the PO describing the Items negotiated between the Parties and expressing Accenture's expectations with regards to the objective of this PO.

3. CONTRACTUAL DOCUMENTS

- 3.1. The "Agreement" means: (i) the applicable purchase order issued by Accenture and based on a negotiated proposal or negotiated quotation issued by the Provider; (ii) this Purchase Order Agreement ("Purchase Order Agreement"); and (iii) additional written agreements, if any, relating to the transaction signed by Accenture and the indicated Provider such as a master agreement, statement of work or letter agreement ("Additional Agreements"). The Agreement is the sole and exclusive agreement between the indicated Provider and Accenture with respect to the Deliverables. By providing any Deliverables to Accenture, Provider agrees it is bound by the Agreement. Provider and/or Accenture may be referred to as a "Party" or "Parties" in this Purchase Order Agreement.
- 3.2. In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the applicable purchase order issued by Accenture; and (iii) this Purchase Order Agreement
- 3.3. In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the applicable purchase order issued by Accenture; (ii) the Additional Agreements; and (iii) these General Terms.
- 3.4. General terms and conditions of Provider which contradict or deviate from this Agreement shall not apply even if they have not expressly been rejected in an individual case.

4. DELIVERY – ACCEPTANCE - WARRANTY

- 4.1. The Delivery of Items at Provider's own cost and risk. Signature of a delivery note cannot constitute acceptance.
- 4.2. Any Items must be compliant with the requirements (specifications) defined by the Accenture and with the law, regulations and rules applicable to the Parties. It is for the Provider to previously inform the Accenture of any Items nonconforming to the said requirements. Unless with the Accenture's written prior approval, no acceptance can be vested in the case of any non-conforming Items. Any change made to the Items (as well as on the Items as to the procedures, the changings of the production site's location) must be subject to the Accenture's approval.
- 4.3. All Deliverables will be subject to an inspection, testing and acceptance by Accenture, even if the Parties have not set forth any Technical Specifications regarding Deliverables. Accenture's inspection, testing or acceptance of Deliverables does not in any way change or affect Provider's obligations or Accenture's rights under the Agreement.
- 4.4. Notwithstanding the application of the statutory warranty against hidden defects and compliance, within its contractual warranty, the Provider shall correct functional or performance anomalies of the Items during the twenty-four (24) months after acceptance at its own costs. Provider will, at its own cost and expense and within 10 days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Accenture for correcting such deficiency. If such deficiency is not corrected within such 10-day period or a corrective plan is not accepted by Accenture, Accenture will have the option to require Provider to: (i) provide a full refund; or (ii) promptly replace or re-perform the Deliverable(s) at no

charge or cost to Accenture. Provider agrees to undertake the repairs or deliver Items in the manner and at the place specified by Accenture.

- 4.5. Nothing in this Agreement shall operate so as to exclude, restrict or modify the application of the French Consumer code or any applicable laws or regulations, the exercise of a right conferred by such a provision, or any liability of either Party for a breach of condition of warranty implied by such a provision, where this legislation would render it void to do so.
- 4.6. Packaging of the Items shall be as specified in the Order.
- 4.7. The Items shall be free and clear of all liens, charges, mortgages or encumbrances and rights of others of any kind whatsoever and Provider shall fully indemnify and hold Accenture harmless in this regard.

5. FINANCIAL CONDITIONS AND INVOICING

- 5.1. Prices will be based on Delivery at the location specified by Accenture (as per the Incoterms specified in the purchase order), with (as applicable) all duties, tariffs, freight, insurance, and other costs related to transportation and Delivery being the responsibility of Provider.
- 5.2. The price includes all the Items, documentation, accessories, warranties and transfer of rights.
- 5.3. By express agreement, the Parties waive the benefit of article 1195 of the Civil Code on the capacity for each party to ask for an amiable or judicial renegotiation of this Agreement in case of an unforeseeable change of circumstances.
- 5.4. Invoices shall contain the mandatory mentions, the PO number and shall mention the project, the description of the Items, the price per unit, and any potential taxes.
- 5.5. All prices are exclusive of value added tax ("VAT") or similar taxes and will be invoiced in euros, unless otherwise specified. If the specified price is in a currency not otherwise in euros ("Foreign Currency"), Provider shall convert the price in each invoice using the Agreed Exchange Rate. The "Agreed Exchange Rate" will be per Banque de France www.banque-france.fr for the Foreign Currency equivalent of euros one (1) Business Day preceding the invoicing date.
- 5.6. Invoices are submitted to the accounting department and bear the name of the Accenture and shall contain a RIB sent along with the first invoice.
- 5.7. Payments are done by bank transfer sixty (60) days from the date of invoice, except for a specific derogation on the PO. In case of late payment, owed sums shall bear interest at three (3) times the legal interest rate, and the Accenture shall automatically owe the Provider a flat-rate compensation for costs of collection, the amount of which is fixed at 40 (forty) euros in accordance with Decree No. 2012-1115.
- 5.8. Applicable taxes will be billed as a separate item or line item. Accenture will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorised governmental entity for the Deliverables provided under the Agreement, excluding taxes based solely on Provider's income or property. Accenture will pay such tax(es) in addition to the sums due under the Agreement provided that Provider itemises them on a proper invoice. Accenture reserves the right to request proof of payment if previously paid by Provider. If Accenture is required to withhold or deduct any taxes from any payment, Accenture will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. Each Party will provide and make available to the other Party any resale certificates, VAT exemptions, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Accenture furnishes Provider with a copy of a resale exemption certificate, no sales taxes will be billed to Accenture.

6. SCHEDULE - PENALTIES

- 6.1. Deadlines and dates stated in the PO are mandatory.
- 6.2. In the event of non-compliance with the mandatory dates of the schedule stated in an PO, the Provider incurs, automatically and without need for prior notice, a Penalty equivalent to two per cent (2%) of the tax exclusive Agreement total per calendar day of delay capped at 25% of the total Items value. This Penalty, qualified as an "astreinte", shall not confer a discharge

and will be payable notwithstanding the damages to which the Accenture will be entitled as a result of the failure.

7. ETHICS

7.1. The Provider undertakes to comply at all times with all laws, ordinances and regulations applicable to either of the Parties and all other applicable Anticorruption Laws, anti-competition and export compliance laws such as the French Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernization of economic life ("**Sapin II Law**"), the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws (collectively "**the Anti-corruption Laws**"); (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("**GDPR**") and French Law No. 78-17 of 6 January 1978 ("**Loi Informatique et Libertés**"); (iii) export/import and economic sanctions laws, regulations and applicable lists of sanctions ("**Trade Control Laws**"); (iv) immigration, labour and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws and French duty of care legal requirements, such as French Law No. 2017-399 of March 27, 2017 on the duty of vigilance of parent companies and ordering companies ("**Duty of Vigilance Law**"). The Provider will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance or regulation. Provider agrees to execute the "Certification of Acknowledgement and Compliance", a copy of which is attached hereto as Attachment A (the "**Certification**"), at the time of creating its Provider profile, with the understanding that the acceptance of this Agreement following the terms in article 2 results in the acceptance of the said Certification.

7.2. Provider shall comply with and have internal processes that track and monitor compliance with (i) competent airworthiness authorities' rules and regulations as applicable (in particular the rules and regulations specified by the European Union Aviation Safety Agency and/or military aviation authority); (ii) applicable laws with regard to Provider's organization as well as the Deliverables; (iii) internal quality assurance processes meeting the requirements of IAQG standard 9100 or 9120, as applicable to the Deliverables (unless another standard is agreed in writing); and (iv) any requirements generally defined by the aircraft original equipment manufacturer ("**OEM**"), such as the use of OEM approved sub-suppliers; in each case as applicable at the time of performance. Provider shall provide Accenture with the documentation required by Accenture to comply with certification requirements (e.g., certificates of conformance, inspection and/or test records).

Upon Accenture's reasonable request, Provider shall make available such documentation as necessary to evidence compliance with the requirements pursuant to the Section 7.3.

7.3. Records and Audit: During the term of the PO and for three (3) years thereafter, Provider will retain and, upon reasonable notice, will provide Accenture reasonable access to audit Provider's books, accounts, and records relating to the Items performed and payments made by Provider in connection with performance of the Items. The parties shall jointly select an independent third party of international reputation and good standing to conduct the audit. Any such independent third party will be required to agree to an appropriate confidentiality/non-disclosure agreement. Provider shall cooperate fully in any audit conducted by or on behalf of Accenture.

8. PROPERTY

8.1. The transfer of risks on Items occurs on Accenture Acceptance, unless there's a specific derogation indicated in the PO: - Property of tangible assets (notably the material support of the Items) is transferred to the Accenture once the Agreement is concluded, and failing that, as and when they are created by the Provider.

8.2. All intellectual property rights (in particular all rights of reproduction, representation, utilisations, adaptation, modification, translation, distribution, operation and exploitation, licence or loan) on the Items delivered by the Provider (including software, data bases, documentation,

specific developments, inventions, prototypes, training support etc) are transferred exclusively to the Accenture as and when they are created. The transfer of intellectual property rights is granted for the entire world and for the duration of the protection currently granted or to be granted by laws, regulations and international conventions to come, for all purposes and destinations, in any form. Accenture can proceed, as needed, to the registration of any industrial property right on the Items.

8.3. The Provider warrants that it holds all the property rights (in particular intellectual property) on the Items. Accordingly, the Provider holds the Accenture harmless and indemnifies it from and against any action, claim, pursuit or opposition from any person claiming an intellectual property right or an act of unfair competition and / or parasitic and / or an infringement of privacy which the performance of this document would undermine and which is, directly or indirectly, connected with the preparation and / or operation of the Items. In this case compensation and costs of any kind paid by Accenture for its defense, including the costs of counsel, as well as any damages as they might be opposed to it, shall be borne by the Items Provider.

9. REFERENCE

The Provider shall not use the Accenture's name as a commercial reference except upon express and written agreement.

10. CONFIDENTIALITY

All the information provided is confidential for the duration of the PO and five (5) years thereafter, and includes all information or other data communicated by the Parties in writing or orally.

11. RESCISSION

11.1. By way of express derogation to the article 1225 of the civil code, the Parties agree that in case of breach by one of the Parties of its contractual engagements, to which no remedy is brought thirty (30) calendar days after notice by registered letter with acknowledgment of receipt to comply with its contractual obligations and referencing this clause, the other Party can automatically claim the rescission of the PO, without prejudice to any damages that may be claimed from the defaulting Party. The rescission shall be effective on the date of the first submission of the registered letter with acknowledgement of receipt notifying it, without prejudice to the eventual reversibility or assistance to the transition obligations whose burden and costs are on the Provider as defined in the Contractual Documents. The articles 1217 al 1, 1219 and 1220 shall not apply to the PO.

11.2. It is understood that failure to comply with the obligations defined in article 7 of this Agreement and with the Certification, in particular not abiding to the laws, constitutes a sufficiently serious non-performance which justifies in view of this very non-performance the immediately effective rescission of this Agreement without prior formalities.

12. PERSONAL DATA AND SECURITY

12.1. The Parties undertake to comply with the provisions of the regulations on the protection of personal data:

12.2. When Provider acts as a data processor within the meaning of these regulations: Provider shall only proceed on documented instructions of the Accenture, it shall implement the appropriate technical and organizational measures to warrant the security of data and shall sign on first request the specific contract related to personal data processing as proposed by the Accenture.

12.3. The Provider is advised that Accenture implements processing of personal data to manage its relations with its own providers. The data collected are essential for such management and will be analyzed, processed and transmitted by the concerned Accenture departments.

12.4. Data relating to the employees of the Provider may, for the communication of or operations involving such data, be transferred to companies in the Accenture Group, their subcontractors or service providers located in countries that may or may not benefit from adequate levels of protection. Internal rules designed to organize cross-border flow

of personal data intragroup and agreements aimed at organizing the transmission of such data to third companies have been developed in order to ensure adequate levels of protection.

- 12.5. The right of the Provider's employees to query or/and access to their personal data can be exercised by writing to the Procurement Department, 118 Avenue de France, 75013 Paris, together with a copy of title of identity, or by emailing the Accenture Data Privacy Officer at the following address: dataprivacy@accenture.com.
- 12.6. It's the Provider's responsibility to inform its employees of the contents of this clause.
- 12.7. The obligations concerning data and system security notified by the Accenture are an integral part of this Agreement and are enforceable against the Provider on the grounds of compliance obligations.

13. TRANSFER – SUBCONTRACTING – CHANGE IN CONTROL

- 13.1. Without the prior written consent of the Accenture, this Agreement is not transferable and the Items cannot be subcontracted, with the understanding that each Party consents to such a transfer of the other Party within its own group. By way of derogations to the dispositions of article 1216-1 of the Civil Code, the transfer of the Agreement does not in any way create any solidarity between the transferring entity and the transferee.
- 13.2. The Provider undertakes to inform Accenture of any direct or indirect change in control, occurring during the execution of this Agreement, by way of registered letter with acknowledgement of receipt one (1) month after its occurrence. In case of a change in control of the Provider resulting in the direct or indirect control by an Accenture competitor, the latter shall have the option, if need be, to rescind this Agreement without any indemnity, and upon giving a written notice of two (2) months formalized through a registered letter with acknowledgement of receipt.

14. TRADE COMPLIANCE

- 14.1. Provider will comply with all applicable export control and economic sanctions laws and regulations of the United States and other governments in the performance of this agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, or repair of Products and any related technical data and services (collectively, "Trade Control Laws").
- 14.2. Provider hereby acknowledges and confirms that (i) neither Provider nor any of its subsidiaries, affiliates or any other entities owned or controlled by Provider are included on any of the restricted party lists maintained by the U.S. Government or any government having jurisdiction; (ii) neither Provider nor any of its subsidiaries, affiliates or any other entities owned or controlled by Provider are owned or controlled by a government of or entity located in a country subject to economic sanctions programs, including those maintained by the U.S. Government; and (iii) Products are not manufactured in and do not contain components manufactured in a country subject to economic sanctions programs, including those maintained by the U.S. Government.
- 14.3. Prior to providing Accenture any goods, software, services and/or technical data subject to export controls and identified on any export control classification lists maintained by a government authority that has jurisdiction over any of the Products, Provider shall provide written notice to Accenture specifying the nature of the controls and any relevant export control classification numbers. Accenture may decline without liability under the Agreement to receive goods, software, services and/or technical data subject to export controls, or to obtain other relief from Provider.
- 14.4. Provider shall indemnify and hold harmless Accenture from and against, and will pay to Accenture the amount of, any loss, liability, claim, civil penalty, criminal fine, damage (including incidental damages), expense (including costs of investigation and defense and reasonable outside attorneys' fees), arising, directly or indirectly, from or in connection with

any obligation or liability arising out of or relating to any obligation or requirement of Trade Control Laws.

- 14.5. Notwithstanding any other provisions of this Agreement, violation by Provider of the Trade Control Laws will render this Agreement immediately terminable in Accenture's sole discretion.

15. CONVENTION OF PROOF

- 15.1. The Parties agree to consider messages received by fax or by e-mail, and more generally the electronic documents exchanged between them, as original writings within the meaning of Article 1366 of the Civil Code; that is, that they have the same value as the one granted to the original. The Parties agree to keep faxes or e-mail writings so that they can provide good and durable copies within the meaning of Article 1379 of the Civil Code.
- 15.2. The Parties acknowledge that the PO signed using ECHOSIGN or any other digital signature tool shall constitute an electronic document within the meaning of article 1366 of the Civil Code. Signature through this tool manifests the consent of the Parties to that act, within the meaning of article 1367 of the Civil Code.

16. APPLICABLE LAW – JURISDICTION ATTRIBUTION

- 16.1. This Agreement is governed by the French laws, without giving effect to conflict of law rules.
- 16.2. IN THE EVENT OF A DISPUTE, AND WHERE FAILING AMICABLE SETTLEMENT WITHIN ONE (1) MONTH AFTER A GRIEVANCE IS NOTIFIED BY ONE OF THE PARTIES, EXPRESS COMPETENCE IS AWARDED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF THE DEFENDANTS OR A GUARANTEE CALL, EVEN FOR URGENT PROCEEDINGS OR PROTECTIVE PROCEEDINGS, BY INJUNCTION OR BY PETITION.

17. TERMINATION

- 17.1. By way of exception to Article 1225 of the Civil Code, either Party may, upon giving 30 days written notice, terminate a PO for material breach unless the Party receiving the notice cures such breach within the 30 day period.
- 17.2. Accenture may terminate the PO upon 30 days written notice. Upon any such termination, the Accenture shall pay for all fees for the Items provided prior to such termination and any early termination fees, if any, set forth in the terminated Order, and the Accenture shall have no other liability in connection with any such termination. If the Accenture has paid in advance for the Items under the PO and the amounts due for the Items provided prior to the effective date of termination, plus any early termination fees, are less than the amounts paid in advance, then Provider shall refund to The Accenture any excess amounts within sixty (60) days of such termination.
- 17.3. Provider may terminate any Order, in whole or in part, for convenience upon sixty (60) days written notice to the Accenture.
- 17.4. All provisions of the Agreement which are by their nature intended to survive expiration or termination of the Agreement will survive such expiration or termination. Termination of a PO does not affect the remaining term of any other PO unless such material breach also constitutes a material breach of the applicable SOW.

18. DEFINITIONS

- 18.1. "Accenture" means the entity that is a party to the Agreement and its Affiliates (collectively, "Accenture").
- 18.2. "Accenture Data" means all information, data and intellectual property of Accenture or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Supplier in connection with providing the Deliverables to Accenture, including Accenture Personal Data.

- 18.3. "**Accenture Personal Data**" means personal data owned, licensed, or otherwise controlled or processed by Accenture including personal data processed by Accenture on behalf of its clients.
- 18.4. "**Affiliate**" means any entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity, where "control" shall have the meaning ascribed to it in Article L233-1 of the French Commercial Code. No solidarity or obligation in solidum exists between Accenture and/or its Affiliates benefiting from this Agreement which the Provider understands and accepts.
- 18.5. "**Business Day(s)**" shall include all days that do not fall on a Saturday, Sunday, or a public holiday in France.
- 18.6. "**control**" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.
- 18.7. "**Deliverables**" means the Items provided by Supplier under the applicable PO.
- 18.8. "**Delivery**" means that stage when Accenture determines the following has occurred:
- (i) the Deliverables are free from Defects and have passed all testing;
 - (ii) the Deliverables are in accordance with the Technical Specifications;
 - (iii) all Documentation and other information required under the Agreement have been supplied to Accenture; and
 - (iv) all the licenses and approvals to be obtained by Provider under the Agreement have been transferred (to the extent permitted by legislation) to Accenture or Accenture's nominee.
- 18.9. "**Documentation**" means the detailed manual for instructions for the use, operation and maintenance of the Deliverable, together with any updates and supplements issued by Provider.
- 18.10. "**Items**" means the goods, services, software, and or technology.
- 18.11. "**Provider Personnel**" means Provider's personnel, contractors, and agents.
- 18.12. "**RIB**" means "relevé d'identité bancaire" in French and is a banking account document that has information about a person's identity and bank details.
- 18.13. "**Security Incident**" means a known, or reasonably suspected, accidental or unauthorised loss, acquisition, disclosure, access, use or other form of compromise of Accenture Data.
- 18.14. "**Technical Specifications**" means the specifications or requirements in the applicable PO or agreed upon by the Parties in writing.



SCHEDULE A – U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION (“COMPLIANCE STATEMENT”)

In connection with the Items performed pursuant to the Contract, the undersigned Items Provider, which for purposes of this Certification includes its owners, directors, officers, employees, representatives, partners, and agents:

1. Has not (other than to the extent disclosed to Accenture in writing in connection with this Certification) and will not violate the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-corruption and anti-money laundering laws (collectively “the Anticorruption Laws”), or otherwise offer or give money or anything of value to any person, in order to obtain and/or retain business for the benefit of Accenture and/or Items Provider, and/or to secure any other improper advantage for Accenture and/or the Items Provider;
2. Will not submit any false or inaccurate invoices to Accenture or otherwise falsify any documents related to Items performed for Accenture, and will submit true and adequate documentation with all invoices, including: a) an explanation of the Items provided during the period covered by the invoice; and b) itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable) identifying the payment date, amount and purpose of the expense;
3. Will not provide any gifts, meals, or entertainment to, or pay for the travel expenses of, any third party without the advance written approval of Accenture, and any such expenses shall comply with all applicable laws as well as the internal policies of the recipient’s employer;
4. Will promptly notify Accenture in writing in the event that the Items Provider fails to comply with the provisions of this Certification;
5. To the best of its knowledge has not, and will not enter into any actual or potential, interest in conflict with Accenture or with the Items that would: (i) affect Items Provider’s performance in the delivery of the Items; (ii) affect any other aspect of the engagement letter; (iii) violate any law or regulation; or (iv) create any appearance of impropriety;
6. Agrees that where Accenture believes in good faith that a violation of the declarations and commitments undertaken in this Certification has occurred, Accenture can end the Contract with the Items Provider immediately on presentation of the notice and without penalty.
7. To report a serious concern, you should contact the Accenture Business Ethics Line at +1 312 737 8262, a 24-hour, 7-day Items; accepts collect calls) or visit the secured site <https://businessethicsline.com/accenture>
8. Proceeds to a description of its compliance program where it has rolled out one in application of the law 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernization of the economy.