

# CLS' GENERAL TERMS AND CONDITIONS OF SALE

## SCOPE - ENFORCEABILITY

These general terms and conditions of sale (or "GTCS") apply to the sale of equipment and the provision of all services by CLS, such as (i) connectivity/data transmission services, notably space, air, ground or in situ data, (ii) value-added services based on the aforementioned data and (iii) other services such as equipment leasing or maintenance, hereinafter referred to as the "Products" or "Services".

The Products and Services are solely aimed at professionals or public institutions in France or abroad (hereinafter referred to as "Customer(s)"). Under no circumstances may the Customer be regarded as a consumer and thereby claim to be entitled to benefit from any regulations relating to consumer protection.

Any order of Products/Services by a Customer automatically implies the Customer's acceptance of these GTCS, which constitute the sole basis for any commercial negotiations, in accordance with the provisions of Article L. 441-6 of the French Commercial Code.

Any other documents, in particular catalogues, brochures, advertisements, notices, etc., are for information purposes and guidance only, and are not binding. In addition, any document provided by the Customer (e.g. its general terms and conditions of purchase or the Customer's purchase order) shall only be binding in relation to CLS if the latter has expressly accepted the provisions of such document in writing and after balanced negotiations between the Customer and CLS.

The fact that, at any given time, CLS does not invoke a particular provision contained in these GTCS shall not be interpreted as a waiver of CLS' right to invoke that provision at a later date.

In accordance with the regulations in force, CLS reserves the right to waive certain clauses of these GTCS, on the basis of negotiations conducted with the Customer, and set out in Specific Terms and Conditions of Sale (or "STCS"). These STCS may also specify the rules applicable to other products, services or third-party software.

If several contractual documents exist, the following order of priority shall apply: (i) with respect to Services - the order confirmation issued by CLS and signed by the Customer or if applicable, the Client's purchase order provided that it has been signed by CLS; with respect to Products - the sales contract signed by both parties (ii) the STCS if drawn up and signed by both parties (iii) CLS' quotation/offer, if quotation/offer is referred to in the order confirmation or sales contract (iv) these GTCS. All these documents constitute the contract ("Contract") that binds the parties.

Any scanned copy of the documents listed above shall have the same value as their original paper copies, provided that the signatories can be duly identified and that the scanned copy has been stored in such a way as to guarantee its integrity.

## Orders

The receipt of an order placed by the Customer shall be acknowledged by an order confirmation issued by CLS or a sales contract, summarising the information concerning the Products/Services (reference, quantity, price, duration, etc.). The order confirmation/sales contract must then be signed by the Customer and returned to CLS. No order shall be considered binding until CLS has received the duly signed order confirmation/sales contract.

CLS reserves the right not to acknowledge receipt of an order for any reason it deems fit, and in particular if the Customer has in the past failed to pay any invoice, if the order is incomplete or if there is a foreseeable problem as regards the provision of the Product/Service. As soon as the signed order confirmation/sales contract is received, the order is irrevocable and may no longer be modified or cancelled, without CLS' prior and express agreement.

## Prices

The applicable prices are those in force on the date of the order. The currency and applicable taxes are specified on the order confirmation/sales contract. These do not include any taxes, customs duties or other charges (foreign exchange fees/bank charges), for which the Customer is responsible, and which may be invoiced in addition, if necessary. The amounts paid by the Customer to CLS must correspond exactly to the amounts specified on the invoices. Payment shall be considered to have been made once the amount has been credited to CLS' bank account. Unless otherwise agreed in writing between the parties, no discounts or rebates shall be applied by CLS.

Price lists shall be provided to the Customer upon request. The prices may be modified at any time. CLS shall inform the Customer in writing at least thirty (30) days before any revised prices come into effect. Within that thirty (30) day period,

the Customer may terminate the Contract by sending a registered letter with acknowledgement of receipt. Beyond this period, it shall be deemed that the Customer has accepted the revised prices.

Moreover, the Customer expressly waives its rights in terms of price reductions, as provided for in Article 1223 of the French Civil Code.

## Payments

Invoices issued by CLS shall be paid by the Customer within 30 (thirty) calendar days of their date of issue.

CLS reserves the right to demand a down-payment, a cash payment or a payment guarantee from the Customer at any time before fulfilling the orders, in particular if CLS has previously had payment issues with the Customer concerned.

In the event of non-payment of the invoice by the date stated on the invoice, the amounts due shall be increased with a late-payment penalty calculated on the totality of the outstanding amounts due by the Customer, from the due date to the date of the actual payment, and corresponding to the European Central Bank rate in force, increased by ten points. If the ECB rate is negative, CLS shall apply the 0% rate plus ten points.

Late-payment penalties shall be paid upon receipt of the reminder sent by CLS or a debt collection organisation. The Customer shall also be automatically liable to pay a lump sum of €40 per unpaid invoice to cover debt-recovery costs. CLS reserves the right to claim additional compensation in the event the debt-recovery costs exceed this lump sum.

In the event of late payment by the Customer, CLS shall be entitled to suspend its deliveries and Services and/or cancel the order.

No payment may be offset at the Customer's sole initiative.

## Customer obligations

The Customer undertakes to put in place and maintain the requisite IT and telecommunications facilities needed to use the Products and access the Services.

## Liability

For the Services provided, it is expressly agreed that CLS and its partners (suppliers, sub-contractors, etc.) shall be bound by a best-effort obligation. In particular, the Customer acknowledges and accepts that the Products and Services use complex technologies linked to location and data collection systems and that CLS cannot guarantee that they will operate without interruption or error, or be accessible without potential geographical limitations.

Since they may be beyond human control, the data processing and/or transmission times of the geolocation systems are given solely for information purposes and may sometimes exceed the initial specifications.

CLS and its partners cannot under any circumstances guarantee the continuity of the Services and the timely provision of data, nor the accuracy or suitability of the data for any purpose whatsoever. As such, the Customer undertakes not to file any claims or legal procedures on these grounds, whether against CLS or the satellite operators and other data-transmission network operators (including their subsidiaries or their agents and representatives).

Throughout the term of the Contract during which the loss or damage occurred and regardless of the event that may have caused such loss or damage, CLS' total, cumulative contractual liability may not exceed the price invoiced to the Customer during the twelve (12) months preceding the event which has caused such loss or damage, regardless of the nature, basis and form of the procedure filed by the Customer against CLS.

Under no circumstances may CLS be held liable under the Contract for any indirect losses, or any losses resulting from an interruption of activity, an operating loss, a loss of profits or customers, or any damage to reputation, image or goodwill, a failure to achieve expected savings, improved productivity or a competitive advantage, or for any procedure/claim filed by a third party against the Customer.

CLS shall not be liable and the Customer shall not be entitled to any compensation in the case of: (i) an occurrence of a force majeure event, (ii) interruption(s) to the Services due to breakdowns/malfunctions of satellite systems or a failure on the part of satellite or telecommunications service providers or data providers, (iii) the failure of the communication equipment used by the Customer when such equipment has not been supplied by CLS, (iv) the failure or unavailability of communication tools or network performance or electrical installations or any other data-processing equipment or system installed/used on board the ship or other host, (v) the alteration of information or data during transmission, (vi) the fraudulent use of data, (vii) the use of the Service to ensure the safety of property or persons, (viii) damage caused by any

action or lack of action by the Customer or its employees, suppliers, representatives or third parties.

CLS shall not be held liable for any damage that may occur to the Customer's property or to third parties as a result of the use of the Products and Services.

#### **Force majeure**

In the event of total or partial failure to perform any of its contractual obligations, the Party responsible for fulfilling this obligation shall not be considered at fault or liable to pay any compensation, if the performance of the obligation was rendered impossible due to a case of force majeure as defined in Article 1218 of the French Civil Code, or if the failure or delay was caused by the following events: natural disasters, exceptional weather conditions, embargoes, labour disputes, boycotts, wars, riots, customs quotas, supply or labour shortages, transport delays, blocking by customs authorities, terrorists attacks, failure of satellite system(s), failure of systems managed by telecommunications operators (e.g. GSM network), or government bans on the use of satellite data.

The defaulting Party shall (i) promptly notify, by letter or e-mail, the other Party of the occurrence of a case of force majeure, which shall be described in detail, indicating the foreseeable duration of the event and the measures taken or sought by the Party to remedy the consequences of the force majeure, and (ii) make its best efforts to find an alternative solution and, in any event, resume the performance of the Contract as soon as reasonably possible.

If the case of force majeure lasts more than thirty (30) days, without it being possible to find a remedy, the aggrieved Party may terminate the Contract by delivering notice to the defaulting Party by registered letter with acknowledgement of receipt, with no compensation due from either party.

#### **Personal data**

As part of the performance of the Contract, personal data may be processed by CLS at the request of the Customer (CLS then acts as a processor as defined by Regulation (EU) 2016/679 of 27 April 2016 ("GDPR")), or by the Customer itself at the request of CLS (CLS then acts as the controller). Herein, the only cases addressed shall be those in which CLS acts as a processor. For cases where CLS is considered to be the controller, a personal-data processing agreement shall be specifically drawn up between the parties.

In order to make it possible for the Services to be provided, the Customer shall entrust CLS with the processing of personal data, and notably collecting, drawing value from and making available various kinds of data (surname, first name, email, telephone numbers, registration number, geolocation data, Web-Platform user-identification data, etc.). The purpose of these processing operations shall be strictly limited to the performance of the Services. Moreover, CLS undertakes to only process personal data that is strictly necessary for the purposes of the Contract.

As a general rule, the Customer and CLS shall comply with the applicable legislation concerning the protection of personal data - notably the French Data Protection Act No. 2018-493 and Regulation (EU) 2016/679 of 27 April 2016. As such, the Customer shall therefore carry out all the necessary formalities concerning the processing operations entrusted to CLS and inform the persons concerned by these processing operations.

As a processor, CLS undertakes to implement all appropriate technical and organisational measures to protect the Customer's personal data against any unauthorised or illegal processing and against the loss, accidental destruction and alteration of the personal data. As a processor, CLS undertakes to act solely according to the complete and documented instructions of the Customer, who is the controller.

Insofar as possible, CLS shall help the Customer fulfil its obligation to comply with requests from persons concerned by the processing of their personal data who wish to exercise their rights concerning the right of access, rectification, deletion and opposition, the right to limit processing, the right to data portability, etc. In the event that the persons concerned inform CLS of their wish to exercise their rights, CLS shall send these requests by email to the Customer as soon as it receives them.

CLS shall make every effort to notify the Customer as soon as possible of any personal data violation, after becoming aware of it. CLS shall assist the Customer, if necessary, in notifying the competent supervisory authority of this violation.

#### **Intellectual Property**

Pre-existing intellectual property rights generated before the Contract or intellectual property rights which are developed within the framework of the Contract, in particular those relating to:

- (i) software, web platforms, interfaces, dashboards, databases, access to which are given to the Customer,

- (ii) equipment, components, or related documentation,
- (iii) deliverables produced within the framework of the Contract with the Customer (such as models, maquettes, prototypes, drawings, diagrams, images, reports, data, analyses, proposals or any other document, including any preparatory studies),

shall belong to CLS, its licensors or suppliers.

CLS assigns to the Customer:

- As regards (i) above: a non-exclusive and non-transferable licence to use the intellectual property rights required strictly for the provision of the Services covered by the Contract, and only for the duration of the Contract;
- As regards (iii) above: a non-exclusive and non-transferable licence to use these intellectual property rights for the duration of their legal protection period.

#### **Assignment of the Contract**

The Customer shall not, without CLS' prior written consent, assign or transfer the Contract or the rights or obligations arising thereof to a third party. In the event of an unauthorised transfer, CLS shall have the right to suspend the Services and the Customer shall remain fully liable for the payment of all invoices relating to the Services, without prejudice to CLS' right to terminate the Contract with thirty (30) days' notice.

CLS may transfer, assign or sub-contract all or part of its obligations, as well as the resulting payments due and their collection, to third parties, with right of substitution.

#### **Miscellaneous**

If one of the clauses of this Contract should become invalid, pursuant to a particular law or regulation or following a *res judicata* decision made by a competent court, this shall not entail the invalidity of the other clauses, which shall retain their full effect and scope. These GTCS, and the sale of Products and the provision of Services governed by them, are subject to French law, regardless of the place in which the Service is performed or the Product delivered, and regardless of the location of the Customer's registered office or place of business. In the event of a dispute arising from the Contract and, if necessary, after any attempt to find an amicable solution, the Court of Appeal of Toulouse (France) shall have exclusive jurisdiction, even in the event of an incidental claim, multiple parties, third-party notice and proceedings against a guarantor, including for summary or ex parte proceedings, protective measures and enforcement measures.

## **CONDITIONS CONCERNING PRODUCTS**

#### **Delivery of the Products**

As regards the sale or lease of Products, CLS undertakes to deliver the purchased or leased Product in accordance with the order. Unless otherwise agreed by the parties, delivery shall be made Ex-Works (Incoterms 2010).

The transfer of ownership of the Products to the Customer shall only take place after full payment of the price by the Customer, regardless of the date on which the Products were delivered.

The delivery time specified in the sales contract is given for information purposes only, since it depends, notably, on the availability of carriers, the customs-clearance time, weather conditions, etc. Delays in delivery may not give rise to any penalties or compensation, nor may they justify the cancellation of the order.

#### **Conformity**

The Customer is required to check the apparent condition of the Products upon delivery. If no reservations are expressed by the Customer within five (5) calendar days of the Products being received, the Products delivered by CLS shall be deemed compliant with the order in terms of quantity and quality.

Any claim made by the Customer according to the conditions and procedures described in this Article shall not give rise to suspension of the Customer's payment for the Products concerned.

#### **Product modification**

Unless expressly authorised by CLS, the Customer may not modify or alter the Products.

#### **Warranty**

The Products carry a contractual warranty for a period of twelve (12) months from the date of delivery, covering any non-compliance of the Products with the order and any hidden faults resulting from a possible defect in the materials, design or manufacturing that affects the Products and makes them unfit for use.

The warranty is an intrinsic part of the Product sold by CLS. The Product may not be sold or resold altered, transformed or modified.

Products under warranty that are deemed defective shall be replaced or repaired by CLS, according to the latter's choice. This warranty covers the cost of labour and the return of the Product; the cost of shipping the Product to CLS shall however be paid by the Customer. The replacement of defective Products shall not lead to the above warranty period being extended.

The warranty shall apply solely to Products provided by CLS, and shall exclude consumables/accessories such as the SD memory card, SIM card, antennas, cables or fasteners, this list not being exhaustive.

The warranty shall not be valid in the event that the failure affecting the Product is the result of (i) improper installation or storage (if carried out by the Customer); abnormal use, namely when the Products have been used under conditions and/or for a purpose different from those for which they were manufactured, or in the event of non-compliance with the conditions prescribed in the user manual; negligence or lack of maintenance on the part of the Customer, (ii) normal wear and tear of the Product, (iii) force majeure, loss or theft; destruction, damage or an accident resulting from an impact, fall, negligence, lack of supervision or maintenance, (iv) the repair or attempted repair of the Product by persons other than CLS staff or an authorised repair company, unless prior written authorisation has been granted by CLS.

#### **Export Control**

The Customer acknowledges that the Products/Services are subject to the export control regulations in force in France. The Customer undertakes not to export or re-export the system, directly or indirectly, to any country or any end user, and for any use subject to restrictions under the aforementioned regulations.

### **CONDITIONS CONCERNING SERVICES**

#### **Access to the Services**

The use of certain Products or Services and/or access to software, web platforms, interfaces, dashboards, or databases requires the prior allocation of a login, a password and/or a hardware key (smart card, USB flash drive, etc.). This identification information is strictly personal and confidential and should not be disclosed to or shared with third parties. Under no circumstances shall CLS be liable for the loss of identification information by the Customer, who is solely responsible for such information, whether used by the Customer and/or by third parties, or for any actions or declarations made through the use of these logins, whether fraudulent or not. In addition, CLS does not have the means to verify the identity of persons accessing the Services and cannot therefore be held liable in this matter. If the Customer has reason to believe that a person is using its identification details without having received the requisite authorisation, it must immediately inform CLS so that appropriate measures can be taken. The conditions and costs for renewing the identification information are specified in the STCS, if applicable.

#### **Use of the Platform**

As part of the Services, the Customer shall have access to one or more of CLS' web platforms in SaaS mode and via the Internet, from any laptop or fixed computer, tablet or telephone. The web platforms consist of a set of IT components and services, servers, databases and software used to display and exploit data or other information within the framework of the Services provided by CLS (hereinafter called "Platform(s)").

CLS grants the Customer a personal, non-exclusive, non-transferable right to use the Platform and its component parts for the purpose intended. The Customer shall use the Platform only for its own needs.

Apart from the rights granted under this Article, and without prejudice to those rights, the Customer is not authorised to:

- Copy all or part of the Platform, print, transfer, reproduce, modify, arrange or correct all or part of the components of the Platform; or export and/or incorporate all or part of it into other computer programs;
- Sell, rent, sub-license, make available to third parties, market, lend or distribute the Platform or one or more of the component parts, in any way whatsoever;
- Use the Platform and/or its component parts to provide any individual, company or entity with data-collection and information-processing services or any other services that are similar to the Services in any way whatsoever;
- Compile, decompile, disassemble, translate, reverse engineer or attempt to reverse engineer the software that is part of the Platform, except within the limits authorised by law.

#### **Data**

For the purposes of this Article, the following terms shall have the following meanings:

"Raw Data": refers to data generated in particular by data-collection, geolocation or transmission/information processing equipment, such as for instance a beacon or a buoy, and/or, more generally, any data received by CLS which are not appropriable as such.

"Processed Data": refers to information (i) made available to the Customer by CLS through its infrastructure and/or processes for collecting and processing Raw Data, through software, the Platform, an interface, a dashboard or any other communication means, and/or (ii) organised within one or more databases owned by CLS and protected as such under Articles L.341-1 et seq. of the French Intellectual Property Code.

As part of CLS' Services, CLS authorises the Customer to use the Processed Data transmitted or made available by CLS solely for the needs that have been defined between the parties. Moreover, the Customer is not authorised to modify them, create derivative works, decompile or distribute/sell them in any way whatsoever. This prohibition also applies to derived data, based on or incorporating the Processed Data.

CLS shall remain free to use the Raw Data and the Processed Data, notably for the purposes of:

- internal research, in particular to improve the Services offered, and/or
- for any commercial purposes, except for personal data or data that are subject to specific legislation or regulations, unless otherwise agreed in writing between the parties.

This clause is applicable worldwide and for the legal period of protection concerned by the applicable intellectual property rights.

#### **Customer obligations:**

The Customer acknowledges:

- that it is aware of the type of network used and, in particular, its technical performance and response times for consulting, querying or transferring data and information;
- that the data circulating on networks are not necessarily protected, notably against possible misuse;
- that, if it communicates its login details, or any information deemed confidential, to a third party, it does so at its own risk;
- that it is responsible for taking all appropriate measures to protect its data and/or software from contamination by viruses;
- that the data to which it has access may be subject to regulations in terms of use or protected by copyright.
- In general, that it is solely responsible for all data and information that it sends and receives using CLS' Products and Services.
- that CLS and its partners may establish and determine the duration or volume of authorised communication, or the maximum volume of data storage, depending on the Service concerned.

The Customer shall not:

- attempt to divert the Service from its intended purpose, manipulate the content and, more generally, the information and data provided through the Service in any way whatsoever, or conceal the source and origin of information received or sent through the Service;
- upload, display and transmit any content that contains computer viruses or any code, files or programs designed to interrupt, destroy or limit the functions of the Service, computer or telecommunications tool, without this list being exhaustive;
- perform any action that may have a disruptive effect and/or hinder the real-time communication capabilities of CLS and/or its partners, in particular those of communications network operators;
- interfere with or disrupt the Service, servers or networks connected to the Service, or refuse to comply with any applicable requirements, procedures, general rules and/or legal and regulatory provisions;
- transmit data, content or information that has been altered, is misleading or false and, more generally, contrary to the applicable law in the Customer's geographical location.

#### **Suspension or Termination**

At any time, CLS and/or its partners reserve the right to suspend access to and the use of the Services for a limited period of time:

1. For internal and/or technical reasons, in which case CLS and its partners shall seek to inform the Customer in advance before the scheduled date of suspension of access to the Services;
2. Without notice, in the event of non-compliance with an essential obligation of the Contract or with the legal and regulatory provisions in force, or when CLS has reason to believe that the Customer has (i) used the Services to

generate and transmit abnormal or excessive quantities of data/messages, spam messages or data that represent a risk to the security or performance of the communication network used or to any other user of the network, (ii) attempted to degrade, restrict, interfere with or disrupt the Service or bypass the network in question. In the event of non-compliance with an essential obligation of the Contract or in one of the cases listed in (i) and (ii) above, and in the event that several orders are in progress, CLS shall be entitled to suspend not only the order concerned but also the Customer's other orders.

Without prejudice to any other claims or proceedings that CLS may bring against the Customer, CLS may terminate the Contract at any time, after notification by registered letter with acknowledgement of receipt with thirty (30) days' notice, in the event of a breach of any commitment specified in the Contract (notably in the event of non-payment of an invoice or a reduction in the guarantees and securities provided) or a breach of a legal/regulatory provision in force, and in the cases listed above in point 2 (i) and (ii) above, if the Customer has not remedied the breach in question within the thirty (30) day period mentioned.

The Customer may terminate the Contract with three (3) months' notice, by sending a registered letter with acknowledgement of receipt to CLS.

#### **Service period**

Provision of the Service is determined by the start and, if applicable, end dates of the Service, specified on the order confirmation/ STCS, regardless of whether or not the Customer actually uses the Services provided by CLS (access time or volume of data, for example).

If no duration is specified, the Service shall be provided for an indefinite period.

The Customer declares that it has read and accepted the terms and conditions stated on the order confirmation and, in particular, the additional invoicing that may be carried out in the event that the volume of data or the access time initially provided for is exceeded.

At the end of the Service period, the Customer shall immediately cease all use of the Service, notably by deactivating the equipment generating the Service. Failing this, and depending on the technical options available, CLS may, at its discretion, suspend access to the Service or invoice this access at the price in effect on the date the Contract expired.

#### **CONDITIONS CONCERNING SOFTWARE**

If a software licence is granted to the Customer, CLS grants the Customer the right to use the software for the purposes specified on the order confirmation. This right is personal, non-exclusive, non-transferable and cannot be used for any commercial operation.

Apart from the rights granted under this Article, and without prejudice to those rights, the Customer is not authorised to:

- Copy, print, transfer, reproduce, arrange, correct or display all or part of the software concerned;
- Sell, rent, sub-license, make available to third parties, market, lend or distribute the software in any way;
- Use the software to provide data processing, office or time-share services, or any other similar services of any kind whatsoever, to any natural person, company or entity;
- Use or install the software on a network or multiple work-stations, or distribute the software, notably via the Internet;
- Modify/adapt the software and/or incorporate all or part of the software into other computer programs;
- Compile, decompile, disassemble, translate, analyse, reverse engineer or attempt to reverse engineer the software, except within the limits authorised by law.

The software source codes shall not be transmitted to the Customer.

The cost of the licence fee shall be specified on the order confirmation.

The parties agree that the software is delivered "as is", without express or implied guarantees concerning its reliability, quality or suitability for particular needs or uses.

No maintenance is planned as part of this Contract. CLS shall provide the Customer with any updates for the software.

CLS shall not be responsible for the software's compatibility with the Customer's hardware and/or software or the equipment used by the Customer.

#### **CONDITIONS CONCERNING PRODUCT MAINTENANCE**

At the Customer's request, after the end of the warranty period, CLS shall maintain the Products until the end of the Contract. All related costs will be paid

by the Customer: assistance, diagnosis, shipping costs to and from the site, repairs, replacements as well as site visits, dismantling and installation.

In the event that the Customer opts for a fixed-price maintenance package, the Customer and CLS shall draw up, by mutual consent, an order confirmation specifying the content of the service package and the related terms and conditions as regards the price and duration.

THE CLIENT:	
DATE:	
NAME OF THE SIGNATORY:	
POSITION :	
SIGNATURE:	