

LICENSE AGREEMENT  
(The "Agreement")

SIGNED FOR AND ON BEHALF OF AXA CLIMATE

SIGNED FOR AND ON BEHALF OF CUSTOMER

This Agreement

shall enter into force **from the date of its signing**: and shall remain in force for the 12 (twelve) months.

**AXA Climate**, a French simplified joint-stock company ("*société par actions simplifiée*") with its registered office at 14 Boulevard Poissonnière - 75009 Paris Paris, registered with the Registry of Commerce and Companies of Paris under the number 493 363 378 ("**AXA Climate**" or the "**Service Provider**");

and

**UAB "Ignitis grupės paslaugų centras"**, a private limited liability company duly registered and operating under the laws of the Republic of Lithuania, having its registered office at Laisvės pr. 10, LT-04215 Vilnius, the Republic of Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania, under legal entity code 303200016, VAT number LT100008194913, (**UAB "Ignitis grupės paslaugų centras"** or the "**Customer**").

Hereafter referred to individually as a "**Party**" or jointly as the "**Parties**".

## RECITALS

**WHEREAS** the Service Provider has developed a software application tool provided in SaaS mode called Altitude, which aims to provide climate data on assets of interest for the Customer.

The Software is a support tool for corporates to assess and monitor climate-related risks on their sites and their suppliers' sites, as well as identify adaptation measures.

**WHEREAS** the Customer wishes to use the Software.

**WHEREAS** the Service Provider is willing to license the Software to the Customer upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the Parties agree as follows:

## 1. DEFINITIONS

Terms which are capitalized shall have the meanings ascribed to them in this Article or elsewhere in this Agreement.

**“Analysis”** : means any result produced by the Software based on the Output Data, which consists of an interpretation or contextualization of the Output Data, such as a risk score, the application of a threshold, the formulation of a recommendation, or the identification of a biodiversity risk due to the proximity of a protected species. These analyses may be partial or complete and are derived from the models computed by the Software and accessible through it. Analyses are not confidential information.

**“Authorised Users”** : means the officers and employees of the Customer, who will be authorised by the Customer and the Service Provider to use the Software, within the limits set out in Section 2.1. Authorised Users.

**“Business Days”**: means any day that is a business day in the jurisdiction of the Service Provider.

**“Documentation”**: means any written or electronic technical documentation, manual and specifications including the functional description with respect to the Software that are generally made available by the Service Provider to the Customer and its Authorised Users. The Service Provider reserves the right to revise the Documentation from time to time, in its sole discretion.

**“Intellectual Property Rights”**: means, with respect to the Software and the Documentation, copyright and related rights, trade marks, business names and domain names, and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“License”**: means the personal, non-assignable, non-transferable and non-exclusive license of access and use, granted by the Service Provider to the Customer on the Software and any related Documentation as set out under the Agreement.

**“Output Data”**: means the raw information generated by the Software after processing, without any further interpretation. This corresponds, for example, to numerical physical indicators such as the number of days per year exceeding a certain temperature threshold, to specific elements of financial quantification in the absence of adaptation to climate risks, or, in the module related to biodiversity, to the exact name of a species and the precise location of a type of fish. .

**“Software”**: means the software as a service (SaaS) called Altitude, which aims to provide climate and nature risk assessment on specific assets of interest for the Customer, developed by the Service Provider and updated as and when necessary.

**“Tax”**: means any tax, including all state / national and local taxation, corporate tax, business tax, goods and services tax, value added tax, ad valorem tax, capital gains tax, withholding tax, stamp duty, customs and other import and export duties, levies and charges, and all penalties, charges, costs and additions to tax as imposed by any government, government agency, statutory body or any revenue authorities in respect of all the fees, charges, interests and expenses arising from this Agreement.

## 2. PURPOSE

Pursuant to this Agreement, the Service Provider shall grant to the Customer, and Customer accepts, a License of access and use of the Software for the Term with the terms and conditions described herein (the **“Purpose”**).

The Service Provider shall provide the Customer with the License for the Authorized Users and Use of Output Data described below.

### 2.1. AUTHORISED USERS

The License granted for a maximum of fifty (50) Authorised Users, identified by their corporate email address from the domain(s) ignitis.lt

## 2.2. USE OF THE ANALYSES AND OUTPUT DATA

### **2.2.1 Right of Use during the Term of the Agreement**

During the Term of the Agreement, the Provider grants the Customer a license to use the Output Data and Analyses for the following use cases.

- Risk analysis related to assets, projects, and / or companies owned or leased by the Customer, by its suppliers, or of interest to the Customer (for example, in the case of a merger and acquisition project).
- Participation in and collaboration with sites and assets on climate and environmental adaptation.
- Public disclosure of reports on climate-related risks and opportunities.

Whenever a report, or part of a report, containing Analyses or Output Data is shared with a third party or published, Altitude Industry and AXA Climate must be credited as the source of the report or document produced by the Customer, and the year of production of the relevant Analyses or Output Data must be included.

### **2.2.2. Right of use upon expiration or termination of the Agreement**

#### 2.2.2.1 Output Data

- As the Provider uses data which are themselves subject to licensing, the Customer undertakes to cease any use of the Output Data for the purpose of creating new documents or reports.

#### 2.2.2.2. Analysis

- The Provider grants the Customer a license to use the Analyses generated during the Term of the Agreement, similar to that mentioned in Article 2.2.1., for a period of five (5) years.
- Any use of the Analyses during this five-year period must include the year of production of the relevant Analyses.

### **2.2.3. Obligation to Delete Output Data and Analyses**

#### 2.2.3.1. Output Data

Upon expiration or termination of the Agreement, the Client agrees to cease all uses of the Output Data and to delete it from its systems, and to restrict access only to Authorized Users, except in the following cases:

- Publication or external communication – If the Output Data or Analyses have been incorporated into finalized public reports (e.g., CSRD reports, taxonomy alignment, CSR strategy) or documents shared with third parties (e.g., file related to a specific project), provided that AXA Climate, Altitude, and the date of the production are cited;
- Legal, regulatory, or audit obligations – A copy of the Output Data and Analyses may be retained for legal archiving purposes, as required by regulations, or necessary to respond to an audit request; and
- Excessive cost or complexity of deletion – If the Customer considers that deletion represents a disproportionate technical or financial burden, a copy may be retained but the Output Data and Analyses shall no longer be used.

#### 2.2.3.2. Analyses

Upon expiration or termination of the additional five-year license following the termination or the expiration of the Agreement, the Client agrees to cease all use of the Analyses, to delete them from its systems, and to restrict access only to Authorized Users, except in the following cases:

- Publication or external communication: if the Output Data or Analyses have been included in finalized public reports (e.g., CSRD report, taxonomy alignment, CSR strategy) or documents shared with third parties (e.g., files related to a specific project), provided that AXA Climate, Altitude, and the year of data production are clearly mentioned;
- Legal, regulatory, or audit obligations: a copy of the Output Data and Analyses may be retained for legal archiving purposes, as required by regulation, or necessary to respond to an audit request; and

- Excessive cost or complexity of deletion: if the Customer determines that deletion would represent a disproportionate technical or financial burden, a copy may be retained, but the Output Data and Analyses may no longer be used.

#### 2.2.4 Creation of derived data by the Customer

Authorised Users may also create derived data from the Output Data. Derived data shall mean data that Authorised User has developed and/or may develop using the Output Data, including Output Data modified by the Customer (e.g. perform calculations or combining it with other data) to such a degree that it cannot be recognized as deriving from the Output Data, reverse engineered or otherwise traced back to the Output Data, without an extraordinary amount of time and effort other than by the creator, and so long as such derived data cannot be (i) reverse engineered to re-create the Output Data or (ii) individually identified as originating or being derived from the Output Data, materials and information relating to or provided in connection with the Output Data. Derived data is owned by the Customer.

### 3. TERM

This Agreement shall come into force on the Effective Date after its signature by the Parties and shall remain in effect for 12 (twelve) months (the “Term”), unless terminated earlier as permitted by the Agreement.

### 4. FEES – TAXES - INVOICING

The fees (the “Fees”) depend on the conditions described in the “Purpose” section.

The Customer shall pay the following Fees:

- For the License: eight thousand five hundred euros (8,500 €) for a 12 (twelve) months period (tax excluded)
- Upon the Effective Date of the Agreement, for the set-up: one thousand five hundred euros (1,500 €) (tax excluded)

Over the Term of the Agreement, the total amount of the Fees to be paid is thus ten thousand euros (10,000 €).

Upon delivery of the License and the Set Up, the Service Provider shall immediately, but no later than within 2 (two) Working days, submit an invoice to the Buyer.

Client information for invoicing by AXA Climate:

Name of the legal entity to be invoiced	UAB “Ignitis grupės paslaugų centras”
Legal Status (to identify VAT exemption cases)	Private limited liability company
Billing address	Laisvės Ave. 10, Vilnius, Republic of Lithuania, legal entity code 303200016
VAT number	LT100008194913
Should invoices be sent via a specific platform?	Yes. In the execution of the Agreement, invoices are provided only electronically. The Service Provider must submit invoices to the Client (VAT) that comply with the European electronic invoice standard using the means chosen by the Service Provider, and invoices that do not comply with the European electronic invoice standard (VAT) must be submitted using the general information system for the administration of invoices SABIS (available at <a href="https://sabis.nbfc.lt">https://sabis.nbfc.lt</a> ) in accordance with the procedure established by legal acts.
Invoice submission email address	
Phone number	
Payment term	30 days from invoice date

Each invoice shall be paid within thirty (30) days from invoice date, by wire transfer to the following account :

All Fees and additional charges are exclusive of any Value Added Tax or other applicable Tax for which the Customer shall be additionally liable, unless stated to the contrary.

In the event of payments not received from Customer by the due date, any sum due to the Service Provider may bear automatic late payment interest, starting on the day after the payment period's expiry date at three (3) times the rate of the statutory interest for commercial transactions. In addition, pursuant to Articles L. 441-10 and D. 441-5 of the French commercial Code, Customer shall pay a fixed allowance of forty (40) euros for recovery costs per invoice.

In the event that any Tax is applicable to payments made by the Customer under this Agreement, the Customer shall pay to The Service Provider an additional amount to ensure that the Service Provider receives, net of Tax, the actual amount of Fees. Such additional amount should include but not limit to the withholding taxes applicable in the Customer's jurisdiction if any.

The Parties shall cooperate with each other to accurately determine any Tax liability arising from this Agreement and to minimize such liability, to the extent legally permissible and to the extent that such cooperation is not detrimental to either Party. The Parties shall each provide and make available to the other Party any tax invoices, tax exemption certificates, tax residence certificates and/ or any other relevant information as reasonably requested by either Party.

## **5. LICENSE RIGHTS**

### **5.1. LICENSE GRANTED**

Subject to the restrictions stated in this Agreement, and in consideration of and subject to the duly payment by the Customer of the Fees, the Service Provider hereby grants to the Customer, and Customer accepts, a personal, non-assignable, non-transferable and non-exclusive SaaS license for the Term, to use and to allow Authorised Users to access and use the Software and any related Documentation for its internal business purposes only.

The Customer shall limit the use of the Software to the number of Authorized Users for whom the Customer has paid the required Fees and for the Term. Any other use of the Software or any excess in the number of Authorised Users is subject to the prior written authorization from the Service Provider and payment of any additional Fee.

### **5.2. CUSTOMER RESTRICTIONS**

The Customer undertakes that it will not:

- a) allow or suffer any use of the Software by more than the number of Authorised Users for which the Fees have been paid.
- b) use the Software for the purpose of building a competitive product. Competitive product means any product or service that is being developed or sold by the Customer and is of the same general type, performs similar function, may be substituted for or is intended or used for the same purpose as the Software.
- c) distribute, sell, sublicense, lease, rent, loan, timeshare, transfer or otherwise make available the Software or any part thereof, to any third party.
- d) reproduce, publish, display, broadcast, disclose or otherwise make- available the Software or any party thereof to any third party.
- e) modify, translate, adapt, alter the Software, or create any derivative works of the Software based upon the Service Provider's Intellectual Property Rights (or any component, part, feature, function, user interface, or graphic thereof) in any manner or form, by any means, according to any current or future technology, for any other purpose or destination, on any media, including partially.
- f) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive source code or gain access to the source code of the Software or any part thereof for any purpose. The Customer shall promptly notify the Service Provider if the Customer becomes aware of any individual or entity attempting to do so.
- g) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof.
- h) merge the Software or any component thereof with another program (unless otherwise authorized pursuant to a specific development method identified explicitly).

- i) use the Software or any component thereof, for any purposes other than those explicitly stated in this Agreement.
- j) have any right to any source code of the Software unless for limited cases as permitted under French law.

### 5.3. CUSTOMER'S RESPONSIBILITY FOR ALLOWING ACCESS

The Customer acknowledges that all of the restrictions on access to and use of the Software contained in this Section and elsewhere in this Agreement apply to the Authorised Users.

The Customer will take all necessary steps to ensure compliance of the Authorised Users with the Agreement and the Customer will be liable to and indemnify the Service Provider for any violations of this Agreement by any employee or agent of the Customer whether or not such individual was an Authorised User.

The Service Provider shall provide the Customer with an individual access for each Authorized User based on its corporate email address, as communicated by the Customer.

### 5.4. CUSTOMER'S OBLIGATIONS

The Customer shall (a) not swap or share the login identifications or passwords (“**Logins**”) used to access the Software and associated with any Authorised User under any circumstances; (b) not store any information that is extraneous to or unnecessary for the operation of the Software; (c) notify the Service Provider immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Customer to be infringing or unlawful; (d) notify the Service Provider promptly if the Authorised User licensed to use the Software set forth in the Agreement is exceeded; and (e) promptly execute any amendments of Agreement necessary to memorialize such excess and pay Fees associated with such excess.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

The Software and its Documentation are the property of the Service Provider and/or its third-party licensors and are protected by copyright and other laws related to proprietary rights and by trade secrets.

Ownership of the Software, the Output Data and the Documentation including any Intellectual Property Rights embodied therein, remains the property of the Service Provider at all times. The Service Provider reserves all rights not expressly granted to the Customer herein.

Except for the limited License rights granted to the Customer pursuant to Section “License Rights”, this Agreement does not convey or transfer any title or ownership of the Software and Documentation property.

The Customer undertakes not to infringe any of the Intellectual Property Rights related to the Software and/or the Documentation, as well as not to delete or alter any copyright or other proprietary notice included in the Software and the Documentation.

The Customer acknowledges and agrees that the Service Provider or its licensors shall maintain all ownership rights in all materials, including technical information, tools, data, inventions, discoveries, improvement, and copyrightable material, made or conceived by the Service Provider (the “**Materials**”).

## 7. **WARRANTIES**

The Service Provider guarantees the compliance of the Software with the Agreement.

The Software is licensed “as-is.” Expressed or implied warranties of fitness for a particular purpose, appropriateness, non-infringement, suitability of information are expressly excluded, and the Service Provider hereby expressly disclaims any liabilities of whatever nature in relation thereto. The Service Provider shall not be held liable for any inadequacy, insufficiency, inaccuracy, error or freedom from defect of any kind in the Software.

The Service Provider shall not be held liable in any way whatsoever for misuse of the Software or for any damage resulting from any error, omission, inaccuracy, inconsistency or inaccuracy in the content of the information transmitted by the Customer.

The Service Provider does not warrant that use of the Software or the access to the Software will be uninterrupted or error-free or malfunction-free or secure.

The Customer accepts that Software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

The Customer declares and warrants that:

- Its Authorized Users act under the responsibility and authority of the Customer;
- All information or other documents submitted by the Customer to the Service Provider for the purposes of this Agreement:
  - will not infringe the rights of any third party, including any Intellectual Property Rights;
  - will not infringe any applicable law, statute, or regulation;
  - to the best of its knowledge, will not contain viruses, Trojan horses, worms, time bombs, cancelbots or other harmful or deleterious programming routines.

## **8. SECURITY**

### **9.1. INFORMATION SECURITY PROGRAM**

The Service Provider shall develop, implement and maintain a comprehensive information security program and internal control (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) processes and procedures, including implementing tools and methodologies, against accidental loss, destruction, damage, alteration or disclosure of data and to ensure that the Services are performed in an accurate and timely manner, in accordance with industry standards (e.g., ISO 9001/2015, ISO/IEC 27001 and ISO/IEC 27002) applicable to the Service Provider and the performance of the Services. Such processes, procedures and controls shall include verification, checkpoints review, testing, acceptance, and other procedures for Customer to ensure the quality and timeliness of Service Provider's performance (hereafter the "Information Security Program").

### **9.2. SECURITY BREACH AND MITIGATION**

The Customer and the Service Provider shall cooperate fully in efforts to prevent and cure unauthorized use of the Services by expeditiously informing each other of suspected abuse and, when known, the identity of the responsible individuals. Each Party shall advise the other as soon as it is aware of any security breach or potential security breach which may affect the Services or AXA Group's reputation.

## **9. DATA PRIVACY**

Personal Data shall have the meaning given in the GDPR. The Parties agree to act as distinct data controllers for the performance of their own data processing activities, complying with the applicable laws and regulations, including but not limited to the EU General Data Protection Regulation (EU 2016/679) ("GDPR").

## **10. COMMUNICATION**

The Parties may communicate with each other using electronic communications. However, it is agreed that there is no guarantee that any electronic communications between the Customer and the Service Provider will be secure, error-free, virus free or successfully delivered, and the Service Provider shall not be liable to the Customer if, due to circumstances beyond the Service Provider's reasonable control, any electronic communications are intercepted, delayed, corrupted, not received or received by persons other than the intended addressees.

## **11. FORCE MAJEURE**

In no event shall either Party be liable to the other for any delay or failure to perform caused by a force majeure event through no fault from the Party claiming relief. Force majeure is the occurrence of unpredictable and irresistible event beyond the control of the Party claiming relief. If any such force majeure event continues for a period of more than fifteen (15) days, any of the Party shall have the option of terminating the Agreement as of right and without formality, upon written notice to the other.

## **12. LIABILITY**

The liability of the Service Provider is limited to the sole provision of the Software and Services, under an "*obligation de moyens*". The Parties shall be liable only in cases in direct damages.

Except as provided by law, the Customer is solely responsible for the suitability of the Software to its needs. The Customer acknowledges having received from the Service Provider all necessary information enabling him to assess the suitability of the Software to its needs and undertakes to use the Software in accordance with the Agreement.

The Service Provider is not liable for Customer's data transmitted as part of the Services. The Service Provider shall not be liable for any loss, damage, or claim arising from any act or omission occurring through any unauthorised or non-compliant use of the Software by the Customer and/or any Authorised User.

The Service Provider shall not be liable for any indirect, incidental, special, consequential, punitive damages and notably for any loss of data or damage of data or lost profits for any claim or demand of any nature or kind arising out of, or in connection with, this Agreement or the performance or breach thereof.

The Service Provider is not liable for the accuracy of results provided by the Software which, by their nature, are evolutionary, prospective or may result from interpretations made by third parties. The Customer acknowledges that the Software is not a substitute for professional advice. The Service Provider shall not be liable for the interpretation and use made of the results given by the Software nor for any loss, damage or claim arising from any person for any decision made or action take in reliance on the information contained in the Software.

Notwithstanding any other provision, in no event shall the Service Provider's aggregate liability for any direct damages arising out of or under this Agreement in a given Agreement year, exceed the total amount of License Fees paid or payable under this Agreement with respect to the said Agreement year.

### **13. TERMINATION FOR BREACH**

The Agreement may be terminated, totally or partially, as of right without judicial formalities by either Party on written notice sent by registered mail with acknowledgement of receipt to the other Party if the other Party commits a breach of any term of the Agreement which is not remedied within thirty (30) days of a written notice to remedy the same.

Upon termination, the License and the rights granted to the Customer under the Agreement will automatically terminate.

### **14. SUBCONTRACTING**

The Service Provider shall have the right to subcontract this Agreement and assign its respective rights and delegate its respective duties under this Agreement either in whole or in part at any time and without Customer's consent. In any event, the Service Provider shall remain the sole interlocutor of the Customer.

### **15. COMPLIANCE**

The provisions set out in Appendix 1 define the standards applied by the Service Provider and obligations of the Parties in relation to compliance.

### **16. CONFIDENTIALITY**

#### **16.1. DEFINITION OF CONFIDENTIAL INFORMATION**

During the performance of this Agreement, each Party ("**Disclosing Party**") will provide directly or indirectly the other Party ("**Receiving Party**") with confidential, proprietary and/or non-public information, materials or knowledge ("**Confidential Information**").

Confidential Information shall include:

- a) all materials;
- b) all other information provided under the Agreement or other information marked as confidential, restricted or proprietary by the Disclosing Party;
- c) any other information that is treated as confidential by the Disclosing Party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally;
- d) information disclosed by the Disclosing Party which is identified as confidential at the time of disclosure whether disclosed in writing or orally;
- e) any and all non-public information belonging or relating to third party suppliers or subcontractors of the Disclosing Party, if marked as proprietary and confidential, which information shall be and remain proprietary to, and the confidential information of, such suppliers or subcontractors;
- f) all such information disclosed prior to the Effective Date and during the Term; and

- g) without limitation, all information and materials (in any medium), respecting, comprising, describing, embodying or incorporating the services, products, strategic, business and financial plans, customer lists and software code of the Disclosing Party, including in each case, any trade secrets and other proprietary ideas, concepts, know-how, methodologies and information described in any of the foregoing categories, whether or not incorporated in materials produced by a Party in connection with this Agreement or any other agreement between the Parties hereto.

Confidential Information may take any form, tangible or not, and may be communicated orally, in writing, by electronic or magnetic means or media, by visual observation and by other means, and shall include all copies, extracts and summaries thereof.

The terms and conditions of this Agreement, including pricing and financial data, discussions, negotiations and proposals related to the Agreement are Confidential Information.

Confidential Information shall not include information that: (i) is already known by the Receiving Party at the time it is obtained by said Party, free from any obligation to keep such information confidential; (ii) is, or becomes, publicly known through no wrongful act of the Receiving Party; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement or any other confidentiality undertaking; (iv) information equivalent to that described above as Confidential Information that is independently developed by a Party without using any Confidential Information of another Party; and (v) is independently developed by the Receiving Party.

#### 16.2. USE AND PROTECTION OF CONFIDENTIAL INFORMATION

During the Term and for a period of five (5) years from the date of its expiration or termination (including all extensions thereto), the Receiving Party agrees to maintain in strict confidence all Confidential Information of the Disclosing Party. No Party shall, without obtaining the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information for any purpose other than for the Purpose or performance of its duties and obligations under this Agreement. The Receiving Party shall not disclose to any third party, commercially exploit, duplicate, copy, transmit or otherwise disseminate, or permit any of these actions, except for the purposes authorized by this Agreement.

With respect to any Confidential Information that constitutes a trade secret (as determined under applicable laws), such restrictions on disclosure and/or use shall survive the termination, expiration or non-renewal of this Agreement for as long as such Confidential Information remains a trade secret. Without prejudice to the foregoing, the Receiving Party shall not make any announcement regarding this Agreement without the prior written consent of the Disclosing Party including as to form, content and timing of such announcement.

#### 16.3. DISCLOSURE OF CONFIDENTIAL INFORMATION TO EMPLOYEES AND OTHERS

Notwithstanding article 9.2 "Use and Protection of Confidential Information", the Receiving Party may disclose Confidential Information to:

- a) its employees, its officers, directors on a need-to-know basis, provided that the Receiving Party has taken reasonable steps to ensure that such Confidential Information is kept strictly confidential consistent with the confidentiality obligations imposed hereunder, including instructing such representatives not to use or reveal any Confidential Information in breach of this article;
- b) third-party on a need-to-know basis for the Purpose subject to confidentiality undertakings substantially similar to the confidentiality obligations contained in this Agreement ;
- c) legal and tax counsel or other related professional advisors subject to confidentiality undertakings substantially similar to the confidentiality obligations contained in this Agreement;
- d) such persons as is required by law, regulation or in connection with judicial proceedings

#### 16.4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The Parties agree that upon the expiration or termination of this Agreement, and at any other time, in each case upon the written request of the Disclosing Party, the Receiving Party shall, within thirty (30) days, return all Confidential Information (including any copies, extracts, descriptions and summaries thereof) to the Disclosing Party, or, with the Disclosing Party's written consent, shall promptly destroy it (and any copies, extracts, descriptions and summaries thereof) and shall further provide the Disclosing Party with written certification of same.

Notwithstanding the foregoing: the Customer may retain one (1) copy of documentation and data, for legal archival purposes or warranty support to the extent required by applicable laws, or as permitted under this Agreement and for legal archival purposes.

#### 16.4. NOTIFICATION OF BREACH

If the Receiving Party becomes aware of any loss, destruction, unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly and fully notify the Disclosing Party of all facts known to it concerning such loss, destruction, unauthorized use or disclosure and take all reasonable steps, on its own and/or upon request of the Disclosing Party to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

#### 17. COMMERCIAL REFERENCE

Each Party may use the other Party's name, logo or trademarks as a commercial reference and/or communicate about the existence of the Agreement without the other Party's express prior consent.

#### 18. MISCELLANEOUS

Each Party represents and warrants that it has the right and authority to enter into this Agreement, to fully perform all of its obligations hereunder.

No modification, amendment, supplements to or waiver of any provision of this Agreement will be binding on the Parties unless in writing and signed by an authorized representative of each Party against which enforcement is sought.

The failure of either Party at any time to enforce any right available to it under this Agreement or otherwise with respect to any breach or failure by the other Party shall not be construed to be a waiver of that right with respect to any other breach or failure by the other Party.

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto and replaces any previous proposals, correspondence, declarations of intent or other communications, whether written or oral. The Annexes form part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Should any provision of the Agreement or its attachments be void or otherwise ineffective, the rest of the Agreement will remain valid. The Parties will then interpret and modify the Agreement so as to achieve as far as possible the purpose of the parts held to be void or ineffective.

Nothing in this Agreement shall be construed as creating or being deemed to create a partnership or joint venture or any other arrangement between the Parties or their affiliates, or a relationship of employer and employee or of principal and agent, and neither Party shall represent otherwise to a third party.

The Parties may sign this Agreement by using an electronic signature. In such case, the Parties agree that the electronic signature is governed by "Terms of use of the Electronic Signature Portal (AXA powered by Universign)" available prior to clicking on "sign" button and is equivalent of the handwritten signature on this Agreement. The Parties agree that the electronic signature expresses the consent for this Agreement to be legally binding to the Parties and to serve as evidence on the same account as a hand-signed paper document.

#### 19. GOVERNING LAW AND JURISDICTION

The Agreement will be governed by and interpreted in accordance with the laws of France. The competent Court of Paris shall have exclusive jurisdiction to decide all disputes relating to the Agreement, notwithstanding any plurality of defendants or claims for guarantee, even for emergency seizure proceedings, interim proceedings or ex-parte injunctions requests.

## APPENDIX 1: COMPLIANCE OBLIGATIONS

### **1. CORPORATE RESPONSIBILITY**

Each Party acknowledges that the other Party adheres to principles and practices aiming at doing business in a socially responsible manner by promoting sustainable development in its business as more fully set forth in the AXA Compliance and Ethics Guide (<https://www.axa.com/en/press/publications/compliance-ethics-guide>).

Each Party encourages its suppliers and clients to be socially and environmentally responsible. In addition, as part of a Party's principles and practices of sustainable development, the Party requires its contractors to observe the following three main specific International Labour Organization (ILO) principles: (i) refrain from using, or accepting that their own suppliers and subcontractors make use of child labour (under 15 years of age) or forced labour; (ii) ensure staff safe and healthy working conditions and environment, respecting individual and collective liberties; and (iii) promote non-discrimination (sex, race, religion or political conviction) as regards staff recruitment and management. In the event that a Party notifies the other Party or a Party becomes aware that any of its business practices are contrary to such ILO principles or to the AXA Compliance and Ethics Guide, the said Party agrees to remedy the practice in question and notify the other Party of such remediation. In the event the breaching Party does not appropriately address this matter or commits further violations, the non-breaching Party may terminate this Agreement for convenience, as of right and without formality, without liability or indemnity of any kind to the breaching Party.

### **2. ANTI-BRIBERY**

Each Party acknowledges that the other Party: (i) is committed to abide by the applicable laws and regulations prohibiting corruption and influence peddling (together: "Corruption"); and (ii) has implemented and will maintain within its organization policies, that prohibit any such actions by its officers, employees, affiliates, agents, subcontractors, and any other third parties acting on its behalf.

Corruption can be defined as the act by which a person invested of a specific public or private function, solicits or accepts a gift, offers or promises to perform, delay or omit to perform an act that enters, directly or indirectly, within the scope of its functions.

Influence peddling can be defined as the solicitation or to approve, at any time, directly or indirectly, offers, promises, donations, gifts or benefits of any kind, for himself or for others, to abuse or have abused his real or supposed influence in order to obtain distinctions, jobs, contracts or any favorable decision from a public authority or administration.

The Parties represent, warrant and covenant that, in connection with the Agreement:

- (i) neither the Parties, nor their officers, employees, affiliates, agents, subcontractors, nor any other third party acting on their behalf, have committed or will commit any Bribery of the other Party's officer, employee, affiliate, agent, subcontractor, or any other third parties acting on its behalf; and
- (ii) the Parties have implemented and will maintain adequate anti-Bribery policies and controls in place to prevent and detect Bribery throughout their organization, whether committed by their officers, employees, affiliates, agents, subcontractors or any other third parties acting on their behalf.

In particular, the Parties shall refrain from promising, offering, or granting to any person, directly or indirectly, any undue advantage so that such person performs or refrain from performing any act within the scope of its functions in the performance of this Agreement; or in order to make such person using its real or supposed influence over a third party in order to obtain any advantage.

To the extent permitted by the applicable law, each Party shall notify the other Party immediately upon becoming aware or upon becoming reasonably suspicious that an activity carried out in connection with the Agreement has contravened or may have contravened this Article or any anti-Bribery law or regulation.

Each Party may at any-time request evidence of the other Party's compliance with its obligations under this Article.

If either Party has reasons to believe that the other Party is not complying with the obligations contained in this Article, such Party may suspend the performance of the Agreement until the other Party provides reasonable evidence that it has not committed or is not about to commit a breach. The Party that has suspended performance of the Agreement shall in no event be liable for any damage or loss caused to the other Party.

Breach of this clause by each Party shall be deemed a material breach of this Agreement and each Party may terminate the Agreement with immediate effect upon written notice - as of right and without any judicial authorization - if during the Term of the Agreement the other Party is convicted of an act of Bribery or fails to comply with this Article or any anti-Bribery law or regulation even if not connected to the Agreement. To the extent permitted by the applicable law, the defaulting Party shall indemnify the other Party, its officers, employees, affiliates, agents, subcontractors, or any other third party acting on its behalf, against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by or awarded against these indemnified parties as a result of any breach of this Article.

### **3. SANCTIONS**

Either Party shall not be bound by any obligation and shall not provide any service and under this Agreement when the implementation of such an obligation or the supply of such service would expose it to a sanction, prohibition or restriction resulting from a resolution of the United Nations organization, and/or to the economic or commercial sanctions provided for by the laws or regulations enacted by the European Union, France, the United Kingdom or the United States of America or by any other national law providing for such measures.

### **4. CONFLICT OF INTEREST**

Each Party undertakes to inform the other Party of any situation likely to create a conflict of interest for the other Party. Notwithstanding the foregoing, each Party acknowledges that the other Party providing services to the other Party's Competitor or other Third Party shall not, of itself, create a conflict of interest.

### **5. ETHICS AND COMPLIANCE PROGRAM**

AXA applies the highest standards in terms of ethics and integrity in the conduct of its activities and has notably established a Compliance and Ethics Code and an Anti-corruption Code of Conduct that govern the conditions under which its employees must conduct their activities and their relationships with third parties. In this respect, AXA expects its partners to share the same highest standards and to adhere to its Compliance and Ethics Code.

AXA's Compliance and Ethics Code is available on its website at the following address:  
<https://www.axa.com/en/press/publications/compliance-ethics-guide>