

EXPORT COMPLIANCE AND SANCTIONS EXHIBIT

By entering into an agreement which refers to this Exhibit (the "Agreement"), Partner and Capgemini have agreed to be bound by the terms set forth herein, which are deemed incorporated into the Agreement by reference as of the Agreement Effective Date. Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Agreement.

1. Each Party warrants and undertakes that, in connection with this Agreement and the performance thereof, it will comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws, including when applicable, the ones of the European Union and France, as well as the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and the U.S. Office of Foreign Assets Control (OFAC) regulations (together, "Export and Sanctions Law").
2. Each Party shall not provide to, give access to or otherwise transfer items pursuant to this Agreement to, directly or indirectly, any country, company or individual that is prohibited under Export and Sanctions Law without obtaining prior authorization from the competent government authorities as required by Export and Sanctions Law.
3. With regards with Partner's Products, Partner represents and warrants that either the Partner's Products are not export controlled, or if some Partner's Products are export controlled:
 - a. Partner will, before the signature of any teaming agreement or Order involving such export-controlled software or products, identify the items which are subject to export laws and regulations, and the specific classification(s) under the EU Laws (e.g., classification under the EU Dual Use items list or the EU Military list or national member state list if adopted by the applicable nation), and, in the case of US origin items, the specific classification(s) under US laws (e.g., ECCNs, USML category) thereto. Where such export control classifications or relevant export regulations are amended per government regulations, Partner shall provide to Capgemini such amended or new classification numbers or relevant information in a commercially reasonable time period,
 - b. Partner will request all necessary export licenses/authorizations for the delivery, export, re-export and final use of the Partner's Products by Capgemini and the Customer.
4. Each Party agrees that violation of these clauses shall be deemed a material breach of this Agreement.
5. Each Party shall, to the extent such Party complied with its obligations set forth herein, be excused from performance of any obligation under this Agreement to the extent that such performance is prohibited under applicable Export and Sanctions Law. In such case, the party ("Affected Party") shall, as soon as reasonably practicable, give written notice to the other party of the affected obligation. Once such notice has been given, and to the extent the Affected Party has otherwise complied with its obligations set forth herein, it shall be entitled without incurring any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses):
 - a. to immediately suspend the affected obligation (whether payment or performance) until such time as the obligation is no longer affected; and/or
 - b. where the obligation continues to be affected (or is reasonably expected to continue to be affected) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for goods which have



November 11, 2020

already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the payment obligation is no longer affected.

6. None of the language in this Agreement is intended, or shall be construed, as an agreement by either Party to comply with any international boycott to the extent that compliance, or agreement to comply, would be penalized under the anti-boycott laws applicable to such Party.