

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 without limitation, the ones of the European Union and France, as well as, when applicable, 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 Laws**”).
2. Partner represents and warrants that neither it nor any of its Affiliates involved in the Agreement, is:
 - a) currently the target of any economic or financial sanctions or trade embargoes administered or enforced by the United Nations Security Council (UN), the European Union (EU), Her Majesty’s Treasury (HMT) or the United States Government (including without limitation the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of State (DOS) or the Bureau of Industry and Security of the US department of Commerce (BIS));
 - b) more than 50% owned, or is controlled, directly or indirectly, by an entity or a person which is subject to these sanctions.
 - c) located, organized or resident in a country or territory that is the subject or the target of territory-wide Sanctions, which for the purposes of this Agreement includes but is not limited to Crimea, Cuba, Iran, North Korea, Sudan and Syria.
3. If Partner or any of its Affiliates is or becomes subject to these sanctions, and as a result it is unlawful for Capgemini to perform any of its obligations hereunder, then Capgemini shall have the right to terminate the Agreement forthwith, without thereby incurring any liability.
4. Regarding Partner Services and/or Software, Partner represents and warrants that neither the Partner Services and/or Software is export controlled, or if some Partner Services and/or Software are export controlled, Partner shall:
 - a) Before the signature of any Teaming Agreement or Order involving such Partner Service and/or Software, provide to Capgemini the specific export control 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 Software, 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 promptly notify Capgemini of such amended or new classification numbers and advise Capgemini on the consequences of such changes;
 - b) Request all necessary export licenses/authorizations for the delivery, export, re-export and final use of the Partner Services and/or Software by Capgemini and the Customer.
 - c) Provide, upon Capgemini’s request, all information, documentation, completed forms or questionnaires, which are required by Capgemini to comply with its export control obligations in relation to the Partner Service and/or Software.