

Thales e-Security

Support and Maintenance Terms and Conditions

Unless you have negotiated and agreed special terms and conditions, the following Support and Maintenance Terms and Conditions ("Terms and Conditions") shall govern all Orders made by you (the "Customer") for support and maintenance services together with the provision of error corrections, workarounds and updates thereto. The Company shall not be bound by any terms additional to or different from those in these Terms and Conditions that may appear in any purchase order or in any other communication. All Quotations shall be deemed to incorporate and be governed by these Terms and Conditions. The Company's acceptance of an order is subject to and conditional on Customer's acceptance of these Terms and Conditions.

GENERAL,

1. DEFINITIONS

In these conditions:

- (a) **"Business Day"** means either (a) for Orders placed with Thales UK Limited a day in the United Kingdom from 08:30 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (b) for Orders placed with Thales Transport & Security (Hong Kong) Limited a day in Hong Kong from 09:00 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (c) for Orders placed with Thales E-Security Inc., a day in the State of Florida, USA from 09:00 AM to 09:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays;
- (b) **"Company"** means either Thales UK Limited, a company incorporated and registered in England and Wales, with offices at Meadow View House, Long Crendon, Aylesbury, Buckinghamshire, HP18 9EQ, United Kingdom; Thales Transport & Security (Hong Kong) Limited with offices at Sunlight Tower, Units 4101, 41/F. 248 Queen's Road East, Wanchai, Hong Kong; or Thales E-Security Inc. with offices at 900 South Pine Island Road, Suite 710, Plantation, FL 33324 USA
- (c) **"Commencement Date"** means the date set in the Order to begin the Services;
- (d) **"Contract"** means an Order accepted by the Company in writing;
- (e) **"Contract schedule"** means duration and dates for the provision of the Services;
- (h) **"Initial Term"** means a period of twelve (12) months from the Commencement Date;
- (i) **"Licence Agreement"** means the End User Licence Agreement in respect of software that accompanies the Services;
- (j) **"Order"** means the offer made by the Customer with the Company for the Services;
- (k) **"Product(s)"** means the hardware units and software (including any associated software license or licenses purchased by the Customer) that are the subject of Services to be provided to the Customer;
- (l) **"Services"** means the hardware maintenance services and/or software support services supplied by the Company in relation to the Products and described in the Service Description and listed on the Contract;
- (m) **"Service Description"** means the service description for the particular level of Service referred to in the Order and made available to the Customer as part of the Welcome Pack;
- (o) **"Welcome Pack"** means the documentation received with the Order which forms part of these Terms and Conditions.

2. QUOTATION

The Company's quotation invites the Customer to place an Order with the Company. All quotations shall be subject to these conditions and unless otherwise stated or unless withdrawn by the Company shall be valid for a period of thirty (30) days from the date of the quotation. The quotation is not an offer to proceed and the Customer is required to place a written Order with the Company using the same reference as on the quotation. Once an Order has been accepted by the Company it will issue the Customer with a Contract Schedule.

3. PRICES AND PAYMENT

- (a) Unless otherwise stated all prices are strictly net. All payments made by Customer are non-refundable.
- (b) The Company reserves the right at any time prior to invoicing to vary the price quoted for the Services if following the date of the Order there is any change in rates of exchange any imposition or alteration of Government tax any increase in the cost of labour or transport or if the cost of supplying the Services is increased by any other factor beyond the control of the Company. If any such variation in the net price of the Services results in an increase in such price of more than five per cent (5%) the Customer may cancel the Order by so notifying the Company within seven (7) days of notice of such increase.
- (c) Unless otherwise agreed payment is to be made against the Company's invoice and payment shall be net cash within thirty (30) days of the date of invoice.
- (d) Any sums not paid on the due date shall be subject to an interest charge at the rate of 4% per annum above the Base Rate of HSBC Bank PLC from time to time compounded monthly on all amounts overdue until payment thereof such to run from day to day and to accrue after as well as before any judgement.
- (e) All prices are exclusive of any Value Added Tax or equivalent tax which will be charged at the rate current at the date of invoice.
- (f) On Orders for Services outside the U.K. all prices, where applicable, are exclusive of all taxes charges or levies of any kind payable on the supply of the Services to destinations outside the U.K. or otherwise, and these are payable by the Customer.
- (g) All charges for the Services are annual charges payable in advance. The initial annual charge for the Services is shown on the Order. Invoices for any additional services provided on a time and materials basis shall be submitted monthly in arrears.
- (h) Charges for the Services are reviewed by the Company annually. The charge shown on the Order is valid until the next anniversary of the Commencement Date, and the Company will give the Customer notice of any change in charges for subsequent years 90 days prior to each anniversary date. Payment of charges for subsequent years of the Contract is to be made in full in advance.
- (i) For hardware, the Company may charge the Customer at the Company's then current rates for visits to the Customer's premises by the Company's engineers which are not the result of faults in the hardware. For the avoidance of doubt the Company's rates do not include travel, hotel or subsistence expenses or the cost of materials and external services incurred in providing the Services. These shall be charged at cost plus 15%. For software, visits are not part of the software support services and shall be charged to the Customer in accordance with this sub-clause 3(i).
- (j) The maintenance Services include the supply of all replacement parts (replaced parts becoming the Company's property) but any parts or labour or service necessitated by any accident, the Customer's negligence, misuse, operator error, or by the Customer's failure to provide a suitable environment and operating conditions for the hardware, or by errors arising from repair or modification of the hardware by the Customer not authorised by the Company will be charged to the Customer at the Company's then current rates. The Services do not include maintenance of printheads, the supply of operating supplies, accessories or consumable items.

- (k) If the Customer wishes to order Services for Products which were previously provided to the Customer under a now expired or cancelled agreement:
- (i) the Company shall be entitled to charge a fee as if its Services had been provided continuously from the day after such expiry or cancellation to a maximum period of 18 months prior to the date of the new Order, plus a reinstatement fee of 20% of the support contract list price; and
 - (ii) the Customer warrants that as at the date of the new Order that (to the best of its knowledge) all Products to which the Services apply are functioning correctly.

4. DELIVERY

The Company may in its absolute discretion withhold supply of the Services pending payment of any sum due from the Customer either to the Company or to any affiliate company.

5. TERM AND TERMINATION

- (a) The Contract shall have effect from the Commencement Date and shall continue until the termination date specified in the Contract Schedule unless the Contract is terminated under this clause. Termination of the Contract or removal of any item of Product(s) from the Product(s) Description may be effected by either party giving to the other not less than two months' written notice to expire on the last day of the Initial Term or on any subsequent anniversary date.
- (b) In the event of termination of the Contract by the Customer under clause 5(a) above or by the Company as a result of the Customer's default in accordance with 6c below, the Company shall not be obliged to refund any unused proportion of the charges which have been paid to the Company under the Contract.
- (c) Without prejudice to any claim or right it might otherwise make or exercise the Company shall have the right forthwith to terminate the Contract by notice and to claim for any losses, costs or expenses thereby incurred if
 - (i) the Customer commits any serious breach of any of the terms of these conditions; or if
 - (ii) the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if any resolution or petition to wind up the Customer is passed or presented otherwise than for reconstruction or amalgamation or if a receiver of the Customer's undertaking property or assets or any part thereon is appointed.

6. STANDARD OF SERVICES

The Company agrees to use reasonable skill and care in providing the Services and the Customer agrees that the Company will not be in breach of any of the Company's obligations under the Contract if the Company has not been given a reasonable opportunity to rectify any deficiency in such provision.

7. ADVANCE REPLACEMENT OF FAILED OR FAULTY UNITS

Where Services include the Advance Replacement service the Company will ship a replacement unit by the end of the next business day following receipt of Customer's report and acknowledgement by the Company that a Product unit listed in the Contract Schedule and supplied by the Company, or its distributor or reseller, is faulty or has failed. Customer agrees that it is responsible for the removal and return, including all taxes and duties, of the original unit and the installation of the replacement unit. Failure to ship the original unit within 14 days of receipt of the replacement unit shall cause Customer to be responsible for the retail purchase of the replacement unit. Customer recognises and acknowledges that as a replacement unit may contain a different or upgraded software version or other product variants that have developed or evolved over time, accordingly a possibility exists that such replacement unit may not be immediately

compatible with Customer's operating environment such to require Customer to make adjustments to its operating environment. If the Company, after inspection, concludes, in its absolute discretion, that a unit returned by the Customer is not faulty, the Company shall have the right to claim the costs plus 15% of the investigation and shipment of the replacement unit from the Customer.

8. REPAIR REPLACEMENT OF FAILED OR FAULTY UNITS

Where Services include the Repair/Replacement service the Company will repair the original unit or provide a replacement unit following receipt of Customer's report and acknowledgement by the Company that a Product unit listed in the Contract Schedule and supplied by the Company, or its distributor or reseller is faulty or has failed. The Company will then ship the repaired or replacement unit within 15 business days of receipt of the faulty unit at the Company's offices. Customer agrees that it is responsible for the removal and return, including all taxes and duties, of the original product and the installation of the replacement product. Customer recognizes and acknowledges that as a replacement unit may contain a different or upgraded software version or other product variants that have developed or evolved over time, accordingly a possibility exists that such replacement unit may not be immediately compatible with Customer's operating environment such to require Customer to make adjustments to its operating environment. If the Company, after inspection, concludes, in its absolute discretion, that a unit returned by the Customer is not faulty, the Company shall ship the unit back to the Company and the Company shall have the right to claim the costs plus 15% from the Customer of such return and the investigation.

9. SOFTWARE HOT FIXES

The Company may periodically make available a software correction or patch that is intended to address a particular Customer problem or issue. Such software corrections, upgrades or patches shall be designated by the Company as Hot Fixes. Customer acknowledges that the Hot Fix is not subject to the Company's full quality assessment and review process and that the Customer must undertake testing to determine suitability for use.

10. SOFTWARE SUPPORT SERVICES

Where Services include software support services, the Company shall provide the following services in support of software identified in the Contract:

- a) The investigation and correction of errors that cause the software to deviate materially from the relevant current functional criteria (including any associated optional software licensed to the Customer.
- b) Updating of Documentation as and when necessary.
- c) The provision of maintenance software and software release notes sent to the Customer.
- d) The provision, free of charge during the term of coverage, of maintenance upgrades to the version of the software operated by the Customer as and when they are available. Such upgrades shall not include extensions to the functionality of the software except where a corresponding additional licence fee is paid in respect of such added functionality.
- e) Support for the current release of the software as well as one release preceding it. Additionally, if the software has remained under continuous support coverage, the Company will provide support for a version/release for 24 months from the date the version/release is generally available from the Company.

The Customer understands and agrees that all solutions, corrections, Hot Fixes and new releases supplied by the Company shall be installed by the Customer in accordance with the Company's installation instructions. Customer recognises that its failure to install such solutions, corrections and new releases may render the Software unusable or non-conforming. The Company shall accept no liability for the performance of the software in respect of software that has not been installed in accordance with the Company's installation instructions.

11. RAPID DELIVERY SERVICES

Where the Contract includes the Rapid Delivery or 24x7 Rapid Delivery service the Company will, within 4 operational hours of notification that a hardware unit covered by Rapid Delivery support is faulty and requires replacement, dispatch a support engineer with a replacement hardware unit. The Rapid Delivery service is operational only during a Business Day. The 24x7 Rapid Delivery service is operational 24 hours per day, 7 days per week. The Customer is responsible for ensuring the faulty hardware unit is available for collection by the support engineer when the replacement hardware unit is delivered. The Customer is responsible for informing the Company of the location of all units covered by Rapid Delivery or 24x7 Rapid Delivery services and for informing the Company of any changes to the locations of the units. The Rapid Delivery services do not include the installation or removal of hardware units. If the Company, after inspection, concludes, in its absolute discretion, that a unit replaced by the Company is not faulty, the Company shall ship the unit back to the Company and the Company shall have the right to claim the costs plus 15% from the Customer of such return and the investigation.

12. EXCEPTIONS AND DISCLAIMERS

For the avoidance of doubt the following services are not included or are beyond the scope of the Company's Services:

- (a) Supply of the Company's Support personnel to customer's premises other than for delivery in accordance with the Rapid Delivery Services;
- (b) The correction of errors due to or arising from accident, misuse, fault or negligence of the Customer, its employees, agents, contractors or visitors, operator error, failure by the Customer to provide a suitable environment and operating conditions or by any other cause external to the Product units or software or otherwise beyond the Company's reasonable control;
- (c) The correction of errors or loss of functionality due to or arising from any modifications made to the Product units or software Products by the Customer or any third party unless the Company has specifically agreed in writing to include such modifications within the scope of the Services;
- (d) Support of software Products that have been released by the Company for more than 24 months and where the version is not the then current release or the previous sequential software release (i.e. a release of a Company Product which has been replaced by a subsequent release of the same Company Product);
- (e) Addressing problems caused by negligence, abuse or misapplication or use of Products other than as specified in the documentation or other causes beyond the control of the Company;
- (f) Support for Product installed on any computer hardware or operating system that is not supported by the Company;
- (g) Support for consumable operating supplies or accessories;
- (h) Support to power, air conditioning or humidity controls, or to failures of storage media not furnished by the Company; and
- (i) SOFTWARE DEVELOPMENT OR CODING ASSISTANCE OR USE OF SOFTWARE DEVELOPER TOOL KITS TO CREATE OR DEVELOP APPLICATIONS.

Customer agrees that the Company may determine that the only resolution to the problem may be by upgrading to the most recent version of the Company's product or firmware or of an applicable operating system.

13. CUSTOMER OBLIGATIONS

The Customer shall:

- (a) Promptly report any identified hardware problem or error to the Company's helpdesk by email, facsimile or telephone, documenting it in sufficient detail for the Company to be able to recreate the problem or error, in compliance with its information security responsibilities contained in clause 21 below;
- (b) Quote the Company Contract number to the Company when reporting the initial problem. Once the problem has been logged and assigned a call reference number, this number should be quoted in all communications;
- (c) Use the Equipment in accordance with its operating manuals and promptly and regularly carry out all operator maintenance routines as and where specified;
- (d) Use, with the Equipment, operating supplies and media which comply with the Company's recommendations;
- (e) Permit only the Company or the Company's approved agents to adjust, repair, modify, maintain or enhance the hardware or software, save for any operator maintenance specified for hardware;
- (f) Notify the Company promptly of any faults or defects in the operation of the Equipment, documenting them in sufficient detail for the Company to be able to recreate and analyse them;
- (g) Keep back-up copies of the Product software in accordance with best computing practice;
- (h) Maintain consistently the environmental conditions recommended by the Company;
- (i) Permit the Products to be used or operated only by properly qualified operators in the employ of or under the Customer's control;
- (j) Telephone the Company at the number(s) specified in the Service Welcome Pack during the hours of cover specified in the Contract in case of any operational fault of the Equipment; and
- (k) Advise the Company in writing immediately on any change in the location of the Equipment from the address shown on the Contract Schedule.

Failure by the Customer to perform any of these obligations listed in this clause 13 shall absolve the Company of any liability in respect of non-performance of the Services.

14. ACCESS

In the event that, as part of the services, the Company agrees to send an engineer to the Customer's site, the Customer shall permit the Company reasonable access to the Product(s) for the purpose of carrying out the Services and shall in any event make available suitable staff, telecommunications facilities and connections, modem links, electricity, light, heating and other normal services and operating time on any associated system to enable tests to be carried out, including at any remote location if necessary for this purpose. The Customer shall provide the Companies personnel access to the Product in a place, which conforms to the health and safety regulations of the country where the Companies personnel is to perform such Services.

15. NON-SERVICEABLE ITEMS AND PRODUCT RETIREMENT

The Company may withdraw individual units of hardware from the scope of the Services at any time upon 90 days prior written notice if, in the Company's reasonable opinion, the units cannot be properly or economically repaired. The Company may also withdraw individual item(s) of software from the Contract at any time upon 90 days prior written notice if the software version becomes in its opinion unsupported.

16. ON-SITE WORK

In the event of the Company's employees or agents being on the Customer's premises the Company shall instruct them:

- (a) to take reasonable steps to minimise interference with and inconvenience to the Customer's business; and
- (b) at all times to comply with the safety and all other relevant rules and regulations applicable to such premises that have been notified to those employees or agents.

17. PERSONNEL

- (a) The Company will provide the personnel required under the Contract but at all times the personnel will remain under the Company's conditions of employment and management or those of the Company's agent as appropriate.
- (b) The Customer undertakes during the term of the Contract and for one year after its termination not, without the Company's written consent, to employ or offer employment in relation to the Product(s) to any of the Company's employees who has been engaged in providing the Services under the Contract.

18. CONFIDENTIALITY

Each party undertakes to keep and treat as confidential and not disclose to any third party any information of a proprietary or confidential nature concerning the operations, plans, know-how, trade secrets, business transactions and affairs received or acquired by the other nor make use of such information for any purpose whatsoever provided that such obligation shall not extend to information which is in or comes into the public domain.

19. DATA PROTECTION

Personal information provided by the customer shall be used for the sole purpose of providing the Services and for no other purpose. Details will be stored securely in one or more databases controlled by the Company and managed by the Company, one of its affiliate companies or a third party. Data may be transferred to other countries including those with a higher or lower level of data protection standards. To exercise your data protection rights of opposition, access, rectification and deletion you may write to the Data Protection Officer at DataProtectionOffice@thales-ecurity.com.

20. SYSTEMS AND SECURITY OBLIGATIONS

- (a) The Company employs security measures in accordance with its privacy and security policy ("**Privacy and Security Policy**") as amended from time to time, a current copy of which is available on the Thales e-Security website at <https://www.thales-ecurity.com/company/commercial-terms-of-sale>.
- (b) The Company's helpdesk system uses a third party cloud solution. By using the Services, the Customer authorises the Company to store the Customer's emails and any attached files within the helpdesk in the cloud. Customers will receive the benefit of added protection for its data against unauthorised access by virtue of this system, which uses industry best practice AES 256 encryption.
- (c) Telephone calls made to, or received from, the Company's support team may be recorded for training or analysis purposes. In addition to the information supplied by the Customer during a support incident, and to enable operation of the Services, the Company will record limited information about end users and other companies using the Services. This includes:
 - Contact email addresses
 - Contact telephone numbers
 - Business addresses
 - Product serial numbers affected.

21. CUSTOMER CONTROL AND RESPONSIBILITY

The Customer has and will retain sole responsibility for:

- (a) all information, instructions and materials provided by or on behalf of Customer or any authorised user in connection with the Services;
- (b) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**");
- (c) the security and use of Customer's and its authorised users' access credentials; and
- (d) all access to and use of the Services and Products directly or indirectly by or through the Customer Systems or its or its authorised users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

22. DISCLAIMER

THE COMPANY'S SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE COMPANY'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER EXCEED THE ANNUAL PURCHASE PRICE OF THE COMPANY'S SERVICES THAT GAVE RISE TO THE CLAIM REGARDLESS OF WHETHER SUCH CLAIM OR LIABILITY ARISES OR ALLEGES IN CONTRACT, IN TORT OR OTHERWISE. NOTHING IN THESE TERMS AND CONDITIONS SHALL HOWEVER LIMIT OR EXCLUDE THE COMPANY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF THE COMPANY, FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW. IN NO EVENT WILL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SUPPORT SERVICES OR THE COMPANY'S PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGE IS OF A DIRECT OR INDIRECT NATURE.

24. EXCUSABLE EVENTS

The Company shall be under no liability to the Customer for any breach of any provision hereof or failure on its part to perform any obligation as a result of any acts of God, war (whether declared or not), sabotage, riot, explosion, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, fire, accident, natural catastrophes, default of subcontractors, inability to obtain equipment, components or transportation, disputes with workmen, strikes, lockouts or any other cause beyond the control of the Company and the Company will notify the Customer if affected by any such cause. In the event that the Company is unable to perform its obligations under the Contract by reason of any cause beyond its control for a period of six (6) months or more then either party may at any time after the expiration of such six (6) month period terminate the Contract by written notice.

25. CONSENTS

Some Services may be subject to the export control laws and regulations of the UK, USA and other countries and may not be exported or re-exported to certain countries or to persons or entities prohibited

from receiving export restricted items. Where applicable the Company shall endeavour to obtain an export licence and all other necessary consents to enable the Services to be exported from the U.K. In the event that the Company is unable to obtain an export licence or visas or consents for personnel required to provide Services outside the U.K. the Company shall not be held liable for its failure to perform the Contract. The Customer shall be responsible for obtaining all consents necessary for the import of the Services to the country of its destination. The Customer agrees to comply with all applicable export and import control regulations and laws and the Customer shall not export any Service or any encryption technology information provided by the Company to any destination directly or indirectly to a country, which is subject to any UK, USA or European Union export control embargo, regulation or other restriction.

26. INSTALLATION AND COMMISSIONING

If the Services required by the Customer are special services such as installation, commissioning, training, development or management services, any additional terms of the Company applicable to such Services will apply except that in the event of any conflict these conditions shall prevail.

27. SOFTWARE AND FIRMWARE LICENCE

The Company grants to the Customer a non-exclusive, non-sublicensable licence to operate any software or firmware and to use any related documentation provided by the Company under the Contract solely for the Customer's own internal use. The Customer's licence rights are limited to those expressly granted by these conditions. The Company and its licensors reserve all other rights. The company, or its licensors, own all intellectual property rights, including patent, copyright, trade secret, trademark, and other proprietary rights, in and to the software, firmware and/or documentation referred to above. The Customer shall not, and shall not allow any third party, to:

- (a) modify, adapt, decompile, disassemble, or reverse engineer the said software, firmware and documentation unless specifically authorized by applicable law; or
- (b) create derivative works based on the software, firmware or documentation except as may be necessary to permit integration with other technology; or
- (c) make unauthorized copies of the software, firmware or documentation. For the avoidance of doubt, software, firmware and documentation is licensed and not sold.

FREE SOFTWARE COMPONENTS NOTICE

The software is distributed with free software components that are only subject to the licence agreements attributable to each free software component. Only those terms and conditions specified for each specific free software component shall be applicable to such component. Each free software component is the copyright of its respective copyright owner as indicated in the applicable licence, copying, read me and/or help files for such free software components and the Customer shall take sole responsibility for advising itself of, and complying with, the relevant free software component terms and conditions. The Company makes no representations or warranties with regard to free software components.

28. ENTIRE AGREEMENT

These conditions, together with any Contract agreed in accordance with these conditions, represent the entire understanding and constitute the whole agreement between the parties in relation to their subject matter and supersede all previous conditions understandings commitments agreements or representations whatsoever whether oral or written relating to the subject matter hereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of these conditions and the Contract except as specifically set forth herein and neither party has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in these conditions and the Contract. This clause does not exclude liability for fraudulent misrepresentation. Neither these conditions nor any Contract shall be varied except with the Company's written consent.

29. WAIVER

Failure by the Company at any time to enforce any provision of these terms and conditions or the Contract shall not be construed as a waiver of any such provision or in any way affect the validity of these terms, the Contract or any part thereof.

30. GOVERNING LAW & DISPUTE RESOLUTION

Offers and any resulting contract with Thales e-Security Inc., shall be governed by the laws of the State of New York, U.S.A. Offers and resulting contracts with Thales UK Limited shall be governed by and construed in accordance with the laws of England & Wales. Offers and resulting contracts with Thales Transport & Security (HK) Limited, shall be governed by and construed in accordance with the Law of the Hong Kong Special Administrative Region of the People's Republic of China. Any dispute or claim arising out of or in connection with these Terms and Conditions, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, shall be settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC") by one arbitrator appointed in accordance with said Rules. The arbitration shall be administered by the ICC and shall be conducted in the English language. Arbitrations involving Thales e-Security, Inc. shall be held in New York City, New York, U.S.A. Arbitrations involving Thales UK Limited shall be held in London, England, U.K. Arbitrations involving Thales Transport & Security (Hong Kong) Limited shall be held in Singapore. Either Purchaser or TES may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute. The arbitration award will be in writing and will specify the factual and legal basis for the award. The arbitration award will be final and binding upon the parties, and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

31. CONSTRUCTION

If any of the words or provisions of these conditions shall be deemed to be invalid for any reason then the conditions shall be read as if the invalid provisions had to that extent been deleted there from and the validity of the remaining provisions of the conditions shall not be affected thereby.

32. NOTICES

Any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by registered post, fax (and if sent by fax shall be confirmed by an equivalent notice sent by registered post within forty-eight (48) hours of the sending of the original notice) to in the case of the Company its registered office and in the case of the Customer its last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

33. NO THIRD PARTY BENEFICIARIES

The Company and Customer agree that these conditions and any Contract are intended to govern the rights and obligations between the Company and Customer only and that there are no express or implied third party beneficiaries.

34. ASSIGNMENT

These conditions and any Contract shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Customer may not assign or transfer its rights or obligations hereunder without the prior written consent of the Company. The Company may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of the Customer's obligations or any benefit arising under or out of these conditions or any Contract.

About Thales e-Security

Thales e-Security is a leading global provider of data encryption and cyber security solutions to the financial services, high technology manufacturing, government and technology sectors. With a 40-year track record of protecting corporate and government information, Thales solutions are used by four of the five largest energy and aerospace companies, 22 NATO countries, and they secure more than 80 percent of worldwide payment transactions. Thales e-Security has offices in Australia, France, Hong Kong, Norway, United Kingdom and United States. For more information, visit www.thales-ecurity.com

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