

Thales eSecurity

# Global Support Terms and Conditions



These Support Terms and Conditions set forth the legally binding rights and obligations of Customer and Thales with respect to support and maintenance services together with the provision of a helpdesk, repairs and replacements, failure resolution, workarounds and updates for Products purchased or licensed by Customer pursuant to a Primary Agreement (as defined below). These Support Terms and Conditions are supplemental to the Primary Agreement.

Thales shall not be bound by any terms additional to or different from those set forth in these Support Terms and Conditions that may appear in any purchase order or in any other communication. The Primary Agreement (including quotation, order or Order Acknowledgement) shall be deemed to incorporate and be governed by these Support Terms and Conditions. Customer consents to be bound by these Support Terms and Conditions by (i) entering into any Primary Agreement, (ii) by contacting the Support Help Center (as defined below), whether by phone, email or through the web portal, (iii) by registering any product, (iv) by receiving, downloading or deploying any Product furnished in connection with Support, or (v) by otherwise receiving or taking advantage of the Support offered or in any other way expressing agreement to these Support Terms and Conditions.

## GENERAL

### 1) DEFINITIONS

In these conditions:

**"Authorized Partner"** means any of Thales' authorized distributors, resellers or other business partners.

**"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;

**"Customer"** means the entity which has purchased Products and to which Thales has agreed to provide Support;

**"Documentation"** means any user manuals, operating manuals, technical manuals, handbooks, installation guides, design documents and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, structure, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Products, whether in printed or electronic form.

**"EULA"** means the End User License Agreement accompanying the Software, as amended from time to time by Thales in its sole discretion. The EULA may be included with the Software media packaging or provided to Customer during the installation or use of the Software.

**"Failures"** means any reproducible defect in the Software or Hardware that causes the Software or Hardware to fail to perform substantially in accordance with the Documentation;

**"Hardware"** means, individually or collectively, hardware equipment designed or manufactured by Thales ordered by Customer and set forth in an Order Acknowledgment. Hardware may be modified by Thales from time to time in its sole discretion (as new Products become available or Products are removed as obsolete). Hardware may also be available in virtual form, in which case it shall be defined as Software.

**"Order Acknowledgement"** means the written (electronic or otherwise) confirmation notice that Thales issues to Customer confirming Products and Support purchased by Customer, including without limitation Customer's Support Level and Support Period;

**"Personal Data"** means all information relating to an identified or identifiable person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity and personal data as defined under EU Data Protection Directive 95/46/EC, the EU Privacy

& Electronic Communications Directive 2002/58/EC and implementing legislation and the General Data Protection Regulation (GDPR) (EU) 2016/679 upon becoming applicable.

**“Primary Agreement”** means the agreement pursuant to which Thales and Customer have agreed to purchase or license the Products, including, without limitation, Thales e-Security’s Worldwide General Terms and Conditions or End-User License Agreement, which are incorporated by reference into any quotation or Order Acknowledgement issued by Thales or, if applicable, any Software license and/or Hardware purchase agreement agreed to between Thales and Customer;

**“Product(s)”** means Thales’ Software and Hardware products specified in the Order Acknowledgement with respect to which Customer has purchased Support for the Support Period;

**“Resolution”** means a bug fix, correction, patch, workaround or modified release of the Software or Documentation provided to Customer by Thales to resolve a Failure;

**“Software”** means software designed by Thales in executable code ordered by Customer and set forth in an Order Acknowledgment. Software includes firmware installed on the Hardware, all new versions, new releases and any updates, upgrades or new features, functionality or enhancements, or error correction to the Software that Thales may offer to or that Customer is authorized to receive pursuant to the applicable EULA.

**“Support”** means the provision of technical support for the Products purchased by Customer either from Thales or an Authorized Partner subject to the Support Level and Support Options purchased by Customer set forth in the Order Acknowledgement;

**“Support Help Center”** means the Thales Technical Support Help Center that can be accessed from the following link <https://help.thalesecurity.com>.

**“Support Level”** means the description for the particular level of Support referred to in the Order Acknowledgement that Thales has agreed to make available to Customer;

**“Support Options”** means the description for the particular Support option referred to in the Order Acknowledgement that Thales has agreed to make available to Customer;

**“Support Period”** means the effective time period for which Customer has purchased Support that is confirmed by Thales in an Order Acknowledgement;

**“Thales”** means the entity set forth in the Order Acknowledgment, which may be either (i) 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; (ii) Thales Transport & Security (Hong Kong) Limited with offices at Sunlight Tower, Units 4101, 41/F. 248 Queen’s Road East, Wanchai, Hong Kong; or (iii) Thales e-Security Inc. with offices at 900 South Pine Island Road, Suite 710, Plantation, FL 33324 USA;

**“Updates”** means any updates or enhancements to the Products that receive continuous Support;

**“Welcome Pack”** means the guide to using Thales technical support services located at <https://extranet.thales-esecurity.com/GlobalWelcomePack.pdf>, which may be updated from time to time by Thales in its sole discretion.

## 2) PROVISION OF SUPPORT

- a. Subject to Customer’s timely payment of all fees owed to Thales, Thales will provide Support to Customer during the Support Period at the Support Level and pursuant to the Support Options that have been purchased and paid by Customer and confirmed to Customer by Thales in an Order Acknowledgment.
- b. For the avoidance of doubt, the Support Level for Software included as part of the Products subject to Support pursuant hereto (the “Supported Products”) shall be the same Support Level as that of the Supported Products.

### 3) SUPPORT PERIOD, EXPIRED SUPPORT AND SUPPORT RENEWAL

- a. The Support Period shall commence and end as of the dates set forth in the Order Acknowledgement, unless terminated by Customer or Thales pursuant to any applicable provisions of the Primary Agreement.
- b. In the event of termination of Support, Customer shall not be entitled to any refund for any unused portion of the fees or charges paid for Support.
- c. Support fees for renewal of a Support Period will be charged at rates not to exceed 3% of the preceding annual Support fees. Thales will notify Customer thirty (30) days in advance of the expiration of each Support Period of any increase in Support fees. If Customer does not agree to the Support fee increase by issuing an order prior to expiration of the current term, Support will not renew and Thales shall have no further obligation to provide any Support to Customer.
- d. In the event Support expires or is otherwise terminated, (i) any reinstatement of Support shall be purchased to cover the lapsed Support since expiration or cancellation and must be renewed until the Support is current and (ii) a reinstatement fee of 20% of the list price shall be charged by Thales to Customer. In addition, Customer shall warrant that as of the date of the order for renewal is placed that (to the best of its knowledge) all Products to which the Support applies are functioning correctly.
- e. These Support Terms and Conditions shall automatically update to Thales' then-current Support Terms and Conditions set forth at [https://extranet.thales-ecurity.com/Support\\_TandC.pdf](https://extranet.thales-ecurity.com/Support_TandC.pdf) upon any renewal of Support.

### 4) SUPPORTED VERSIONS AND END OF LIFE

- a. Unless otherwise specified by Thales, the provision of Support is limited to (a) the current version and (b) the immediately preceding version of the Product. The Thales End-of-Life policy and information defining currently supported versions is available on request from Thales Technical Support.
- b. Thales will use commercially reasonable efforts to meet the response times in the Welcome Pack and herein. Access to the Support Help Center, e-mail or phone lines for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors.

### 5) HARDWARE SUPPORT

#### a. SUPPORT LEVEL AND OPTION

##### i) REPAIR REPLACEMENT OPTION

If, for the Support Period, the Support Level purchased by Customer includes the Repair/Replacement option, Thales will repair the original unit or, will ship a replacement unit following receipt of Customer's report and acknowledgement by Thales that a Product set forth in the Order Acknowledgement and supplied by Thales or its Authorized Partners has experienced a Failure which is covered by Support pursuant hereto. Thales will ship the repaired or replacement unit within fifteen (15) Business Days after receipt at Thales' offices of the unit that has experienced a Failure.

##### ii) ADVANCE REPLACEMENT OPTION

If, for the Support Period, the Support Level purchased by Customer includes the Advanced Replacement option, Thales will ship a replacement unit by the end of the next Business Day following receipt of Customer's report and acknowledgement by Thales that a Product set forth in the Order Acknowledgement and supplied by Thales or its Authorized Partners has experienced a Failure which is covered by Support pursuant hereto.

##### iii) RAPID DELIVERY AND 24X7 RAPID DELIVERY SERVICE OPTIONS

If, for the Support Period, Customer has purchased the Rapid Delivery or the 24x7 Rapid Delivery Support Options, Thales will, within four (4) operational hours of notification that a Hardware unit covered by Rapid Delivery support has experienced a Failure and requires replacement, dispatch a support engineer with a replacement hardware unit. The Rapid Delivery Support option is operational during Business Days only. The 24x7 Rapid Delivery Support option is operational 24 hours per day,

7 days per week. The response time for the Rapid Delivery Support option is thus calculated on the basis of operational hours of the Business Day only. Customer is responsible for ensuring that the unit that has experienced a Failure is available for collection by the support engineer when the replacement Hardware unit is delivered. Customer is responsible for informing Thales of the location of all units covered by Rapid Delivery or 24x7 Rapid Delivery services and for informing Thales of any changes to the locations of the units. The Rapid Delivery and 24x7 Rapid Delivery services do not include the installation or removal of the Hardware units.

## b. **HARDWARE RETURN MATERIAL AUTHORIZATION POLICY**

- i) Prior to returning any Product to Thales for repair or replacement, Customer must ensure that (i) the Product is free of any legal obligations or restriction and of any Customer proprietary or confidential information that would prevent Thales from exchanging, repairing or replacing the Hardware, (ii) Customer has obtained a return authorization from Thales, including a return material authorization number ("RMA Number") and (iii) it has complied with all applicable export and import control requirements.
- ii) All returns must comply with Thales' return material authorization ("RMA") policy at [https://extranet.thales-esecurity.com/RMA\\_policy.pdf](https://extranet.thales-esecurity.com/RMA_policy.pdf). If Customer does not follow Thales' RMA policy, Thales may invoice Customer the full costs of returning the Products.
- iii) Customer shall be responsible for the removal and return of the Product that has experienced a Failure and the installation of the replacement Product unless the Purchaser has purchased the Rapid Delivery or the 24x7 Rapid Delivery Support Options with respect to such Product. Failure to ship the original Product back to Thales within 14 days of receipt of the replacement Product shall cause Customer to be responsible for the retail purchase of the replacement Product.
- iv) In all cases, if Thales, after inspection, concludes, in its absolute discretion, that a Product returned or replaced by Customer has not experienced a Failure or falls outside the scope of Support pursuant hereto, Thales shall ship the unit back to Customer and Thales shall have the right to claim the costs plus 15% from Customer of such return and the investigation.

## c. **HARDWARE UPGRADES**

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, a possibility exists that such replacement unit may not be immediately compatible with Customer's operating environment such as to require Customer to make adjustments to its operating environment.

## 6) **SOFTWARE SUPPORT**

### a. **FIRMWARE OR SOFTWARE SUPPORT SERVICES**

Thales will provide during the Support Period the following Support to Customer in relation to Software:

- (i) Use commercially reasonable efforts to investigate and find a Resolution to Failures reported by Customer and confirmed by Thales in accordance with the priority level assigned to the Failure by Thales in its reasonable discretion. Customer agrees that Thales may determine in its sole discretion that the only Resolution may be by upgrading to the most recent version of Thales' Hardware or Software.
- (ii) Updating of the Documentation as and when necessary.
- (iii) The provision of generally available maintenance Software and Software release notes.
- (iv) The provision, free of charge, during the Support Period, of generally available maintenance Updates to the supported versions of the Software as and when available.

Customer shall promptly download, distribute and install all Software maintenance Updates as released by Thales during the Support Period. Customer acknowledges that any failure to do so could result in Customer's inability to receive Support. Certain Updates may require a Hardware upgrade to function properly.

## b. HOT FIXES OR PATCHES

Thales may periodically make available a software correction or patch that is intended to address specific Customer problems or issues. Such Software corrections, updates or patches shall be designated by Thales as Hot Fixes. Customer acknowledges that the Hot Fix is not subject to Thales' full quality assessment and review process and that Customer must undertake testing to determine suitability for use. Thales does not guarantee that the Hot Fix will be compatible with the Hardware purchased by Customer.

## 7) EXCLUSIONS AND DISCLAIMERS

### a. CONDITIONS VOIDING SUPPORT

For the avoidance of doubt, Thales will have no obligation to provide Support for any conditions attributable to:

- i) use of the Products other than authorized under the Primary Agreement or in accordance with Thales' official specifications as found in the Documentation;
- ii) any accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, fault or negligence of Customer, its employees, agents, contractors or visitors, operator error;
- iii) modifications, alteration or repairs made to the Product by a party other than Thales or a party authorized by Thales;
- iv) failure by Customer to provide a suitable environment and operating conditions or by any other cause external to the Product or otherwise beyond Thales' reasonable control, including any extreme power surge or failure or electromagnetic field;
- v) any customizable deliverables created by Thales or third-party service providers specifically for Customer as part of professional services;
- vi) installation, operation or maintenance of the Products not in accordance with the instructions supplied by Thales, including but not limited to, installation, operation or maintenance of the Products on any hardware, operating system or tools (including their specific configurations) that are not compatible with the Products, as made available on Thales' helpdesk;
- vii) use of the Software or Hardware with other hardware, software or telecommunication interfaces other than those supplied or approved by Thales or not meeting or not maintained in accordance with Thales' specifications as described in the Documentation, unless Thales has specifically agreed in writing to include such modifications within the scope of the Support; or
- viii) power, air conditioning or humidity controls, or to failures of storage media not furnished by Thales or for consumable operating supplies or accessories unless specifically included in the Primary Agreement.

### b. OTHER EXCLUSIONS

In addition, Thales shall have no obligations to:

- i) Import or export Personal Data, create or modify custom business roles or reports, or support custom modification to databases, active server pages or other code, components or programs;
- ii) Supply personnel to Customer's premises other than for delivery in accordance with the Rapid Delivery or 24x7 Rapid Delivery Service options;
- iii) Provide software development or coding assistance or use of software developer tool kits to create or develop applications.

### c. ADDITIONAL COSTS

- i) To the extent Thales reasonably determines that a Failure is caused by any condition that is not covered by Support pursuant hereto, Thales may charge Customer Thales' then current hourly fees and costs associated with diagnosing and repairing such Failure.
- ii) In the event the Parties agree to supply Thales personnel to Customer's premises other than for delivery in accordance with the Rapid Delivery or 24x7 Rapid Delivery Service options, Thales shall charge Thales' then current rates for visits to Customer's premises by Thales' engineers. For the avoidance of doubt Thales' rates do not include travel, hotel or subsistence expenses or the cost of materials and external services incurred in providing the Support. These amounts shall be charged at cost. Support does not include the supply of operating supplies, accessories or consumable items.

## 8) CUSTOMER OBLIGATIONS

### a. GENERAL

The Customer shall:

- i) Promptly report any identified Failure to Thales by logging in the Support Help Center or by email or by telephone as described in the Welcome Pack, documenting it in sufficient detail for Thales to be able to recreate the Failure, in compliance with its information security responsibilities set forth below, and by providing:
  - o Product Serial number;
  - o A description of the Failure and the circumstances in which it occurred;
  - o Information on the supported Product, e.g. software version, license number, environment etc.
  - o Diagnostic information (logs, debugs)
  - o An assessment of the severity of the Failure in terms of operational impact;
- ii) Quote the Thales contract number when reporting the initial problem. Once the problem has been logged and assigned a ticket number, this number should be quoted in all communications;
- iii) Use the Product in accordance with the Documentation and promptly and regularly carry out all operator maintenance routines as and where specified;
- iv) Use with the Product operating supplies and media which comply with Thales' recommendations;
- v) Permit only Thales or Thales' approved agents to adjust, repair, modify, maintain or enhance the hardware or software, save for any operator maintenance specified for Hardware;
- vi) Keep adequate back-up copies of the Product software, data, databases and application programs in accordance with best computing practice. Customer agrees that it is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs;
- vii) Maintain consistently the environmental conditions recommended by Thales;
- viii) Permit the Products to be used or operated only by properly qualified operators in the employ of or under Customer's control;
- ix) Install and implement all solutions, corrections, Resolutions, Hot Fixes and new releases in accordance with Thales' installation instructions. Customer acknowledges that failure to install such solutions, corrections, Resolutions, Hot Fixes and new releases may cause the Software to become unusable or non-conforming and may cause subsequent Failure corrections and Updates to be unusable, including, without limitation, any Updates provided pursuant hereto. Thales shall accept no liability for the performance of the Software in respect of Software that has not been installed in accordance with Thales' installation instructions.

### b. ACCESS

- i) In the event that Thales agrees to send an engineer to Customer's site, Customer shall permit Thales reasonable access to the Product(s) for the purpose of carrying out the Support 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 Support.
- ii) It is the understanding of the Parties, and a condition of these Support Terms and Conditions, that Thales will not require access to any Customer Personal Data other than basic contact information from select Customer representatives to provide Support. The parties do not intend for Thales to access, have access, or be provided access to any Customer Personal Data other than basic contact information from select Customer representatives and Customer shall take appropriate precautions to prevent such access by Thales' personnel (including authorized subcontractors and agents) unless and until the Parties agree to such access in writing. In the event Thales determines it has possession of Personal Data other than basic contact information from select Customer representatives, other than pursuant to an agreed separate writing, Thales shall immediately notify Customer of such and promptly return to Customer or destroy such information.

## 9) ON-SITE WORK

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

- a. to take reasonable steps to minimize interference with and inconvenience to Customer's business;
- b. at all times to comply with the health and safety and all other relevant rules and regulations applicable to such premises that have been notified to those employees or agents.
- c. Not to access Personal Data.

## 10) NON-SOLICITATION

The Customer undertakes during the term of the Support Period and for one year after its termination not to solicit, hire, employ or offer employment, directly or indirectly through its affiliates, to any of Thales' employees who has been engaged in providing Support pursuant hereto without Thales' prior written consent; provided, however, that nothing herein shall preclude the hiring of any such individual who (i) responds to general solicitation of employment through an advertisement not directed at such employees of Thales; (ii) contacts Customer on his or her own initiative and without any direct solicitation by Customer; (iii) has terminated employment with Thales prior to commencement of solicitation of such employee by Customer.

## 11) PERSONAL DATA

Thales may process basic contact information from select Customer representatives when providing Support pursuant hereto. The processing of this Personal Data is subject to Thales' Privacy Notice located at <https://www.thalesecurity.com/privacy-policy> ("Privacy Notice").

## 12) SYSTEMS AND SECURITY OBLIGATIONS

- a. Thales 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 request from Thales eSecurity.
- b. Thales' helpdesk system uses a third party cloud solution. By using the Support, Customer authorizes Thales to store 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 unauthorized access by virtue of this system, which uses industry best practice AES 256 encryption.
- c. Telephone calls made to, or received from, Thales' support team may be recorded for training or analysis purposes. In addition to the information supplied by Customer during a support incident, and to enable operation of the Support, Thales will record limited information about end users and other companies using the Support. This includes:
  - o Contact email addresses
  - o Contact telephone numbers
  - o Business addresses
  - o Product serial numbers affected.

## 13) 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 authorized user in connection with the Support;
- 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 authorized users' access credentials; and

- d. all access to and use of the Support and Products directly or indirectly by or through Customer Systems or its or its authorized 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.

## 14) DISCLAIMER OF WARRANTIES

- a. THALES WARRANTS THAT SUPPORT WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THALES EXCEED THE FEES PAID BY CUSTOMER FOR SUPPORT IN THE 12 MONTHS PRECEDING THE DATE OF THE CLAIM. FOR PURPOSES OF THIS SECTION, A "CLAIM" SHALL MEAN, COLLECTIVELY ALL CAUSES OF ACTION, DAMAGES, CLAIMS OR DISPUTES OR SIMILAR REQUESTS FOR COMPENSATION THAT ARE RELATED TO OR ARISE FROM THIS AGREEMENT AND FROM A PARTICULAR EVENT, ACT, OMISSION, FAILURE OR ROOT CAUSE. THALES SHALL ONLY HAVE LIABILITY FOR SUCH BREACHES OF WARRANTY IF CUSTOMER PROVIDES WRITTEN NOTICE OF THE BREACH TO THALES WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE SUPPORT.
- b. THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THALES DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED BY CUSTOM, TRADE USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY IS GIVEN THAT FAILURES (AS DEFINED HEREIN) WILL BE FIXED OR FIXED WITHIN A SPECIFIED PERIOD OF TIME.
- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THALES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, OR FOR ANY LOSS OF GOODWILL, LOST PROFITS, LOSS OF BUSINESS OR LOST OPPORTUNITIES IN ANY WAY RELATING TO PROVIDING SUPPORT, EVEN IF THALES HAS BEEN NOTIFIED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

## 15) ENTIRE AGREEMENT

- a. These Support Terms and Conditions, forming part of the Primary Agreement, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, conditions, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, covenant, condition or warranty (whether express or implied, made innocently or negligently) that is not expressly set out in these Support Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Support Terms and Conditions or in the Primary Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation. These Support Terms and Conditions shall NOT be varied except with both Parties' written consent.
- b. If the services required by Customer are special services such as installation, commissioning, training, development or management services, any additional terms of Thales applicable to such services will apply except that in the event of any conflict these conditions shall prevail.

## 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-esecurity.com](http://www.thales-esecurity.com)

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