

CYBERWINGS GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

(25/09/26)

These general terms and conditions for the provision of services apply to the services provided by CYBERWINGS to its clients as defined in the service proposal. CYBERWINGS and the Client are hereinafter referred to individually as **"the Party"** and collectively as **"the Parties"**.

THE PROVISION OF SERVICES BY CYBERWINGS IS SUBJECT TO THESE GENERAL TERMS AND CONDITIONS.

These General Terms and Conditions are written in French. A translation may be provided for convenience only. In the event of any discrepancy or difference in interpretation between the versions, this French version shall prevail.

ARTICLE 1: DEFINITIONS

The terms used in these General Terms and Conditions, whether in the singular or plural form, shall have the following meanings:

1.1. Terminology Related to the Services

"Audit" means a methodical, systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled (e.g., architecture audit, configuration audit, organizational and physical audit, penetration testing, etc.).

"Information System" (abbreviated as **"IS"**) means all human, documentary, physical, organizational or technical means enabling an organization to collect, process, store, transmit, protect and use its information.

"Digital Trust" means the ability of a system, service or organization, through a combination of organizational, human, physical, technical or legal measures, to ensure, demonstrate and maintain over time the reliability of its digital components in accordance with its strategic risks, in particular through:

- **"Digital Security"**, aimed at protecting and defending information and communication systems, as well as the information they process, against accidental or intentional security incidents, and at ensuring the digital resilience of the entities concerned. Digital Security includes:
 - **"Information Security"**, meaning the protection of the confidentiality, integrity and availability of information;
 - The term **"Information System Security"** (abbreviated as **"ISS"**) means Information Security as applied to Information Systems.
 - **"Protection of Personal Data and Privacy"**, meaning the implementation of technical or organizational measures designed to ensure the fair processing of personal data and compliance with the rights of individuals relating to personal data.
- **"Responsible Digital Innovation"** aims to design, deploy and operate digital technologies, particularly artificial intelligence technologies, in a controlled, ethical and compliant manner with applicable digital regulations, while ensuring transparency, reliability of use, respect for fundamental rights, and control of impacts on individuals, society, the environment and the organization;
- **"Control of Digital Dependencies"** aims to identify, understand, control and, where necessary, substitute the technological resources, contractors and value chains on which an Information System depends, in order to ensure continuity, reversibility, autonomy and freedom of choice (the ability to make sovereign decisions) of an organization.

1.2. Stakeholders

"CYBERWINGS" means the CYBERWINGS entity that issued the Proposal, namely:

- CYBERWINGS, a simplified joint-stock company (société par actions simplifiée), registered under number 838 157 865 with the Marseille Trade and Companies Register, having its registered office at 565 Avenue du Prado, 13008 Marseille, France, and represented by its acting legal representative;
- or CYBERWINGS DIGITAL TRUST, a simplified joint-stock company (société par actions simplifiée), registered under number 105 527 162 with the Marseille Trade and Companies Register, having its registered office at 565 Avenue du Prado, 13008 Marseille, France, and represented by its acting legal representative.

"Client" means any natural person or legal entity acting in a professional capacity, designated in the Proposal, who subscribes to the Services from CYBERWINGS and who alone remains liable, unless expressly provided otherwise, for payment of the price and performance of the contractual obligations towards CYBERWINGS.

CYBERWINGS and the Client are hereinafter referred to individually as a "Party" and collectively as the "Parties".

"Beneficiary" means any natural person or legal entity on whose behalf, or for whose benefit, the Client orders the Services and/or to whom all or part of the Deliverables are provided. Unless otherwise specified in the Contract, the Client shall be the Beneficiary.

"Audited Entity" means any natural person or legal entity, organizational unit, department, site, system, technical environment or functional scope that is subject, in whole or in part, to an audit included within the Services. Unless otherwise specified in the Contract, the Beneficiary shall be the Audited Entity..

The following table summarizes the differences in responsibilities between the Client, the Beneficiary and the Audited Entity where they are separate entities. In case of doubt, reference should be made to the indicated Articles.

Responsibilities	Client	Beneficiary	Audited Entity	Article
Expression of requirements and signature of the Proposal	A, R	S	S	2
Signature of authorizations required for the Services	A	R	R	2
Determination of applicable legal or regulatory requirements, their interpretation, validation, and actual compliance with such requirements	–	A, R	–	3
Cooperation, provision of information, access rights, contacts and prerequisites required for the Services	A, R	R	R	3, 4
Acceptance and assessment of the conformity of the Services and Deliverables	A ¹ , S	R	S	2, 3
Ensuring compliance by all stakeholders with contractual commitments (intellectual property, confidentiality, non-solicitation)	A, R	R	R	2, 3, 4, 8, 9, 12
Implementation of risk control measures and reasonable precautions relating to the Services	A, R	R	R	7
Payment for the Services and compliance with financial terms	A, R	–	–	2, 5
Regulatory declarations relating to Digital Trust	Responsable légal de l'actif concerné			3.2
Amicable resolution of disputes	A, R	S	S	13.2

Legend:

R (Responsible): Entity that performs the action. If R fails to fulfil its obligations, A must assume responsibility.

A (Accountable): Entity having authority and ultimate responsibility for the result. It must ensure sufficient means are available and remains accountable for the performance of R.

S (Support): Entity providing assistance, where necessary, to the entity responsible for carrying out the action.

1 The Client is only informed of the completion of the Services and Deliverables; it does not have access to the results of the Services or to the Deliverables.

1.3. Contractual Documents

The contractual documents (hereinafter the "Contract") shall consist of:

- i. The "**Proposal**", meaning the document issued by CYBERWINGS to the Client, identifying the Client and, where applicable, the Beneficiary and/or the Audited Entity, the Services, the price and, where applicable, any elements specific to the Services. The "**Order**" means the Proposal accepted by the Client, whether through written confirmation, the issuance of a purchase order corresponding to the terms of the Proposal, or any other method agreed between the Parties;
- ii. Where applicable, the "**Service Agreement**" (hereinafter the "**Agreement**"), meaning the document expressly referred to in the Order or executed between CYBERWINGS and the Client in connection with the Services, setting out the specific conditions and operational arrangements applicable to the Services;
- iii. These "**General Terms and Conditions**";
- iv. Where applicable, any document attached to, referred to in, or executed in connection with the Contract, including authorizations, implementation documents, commitments undertaken by the Beneficiary or the Audited Entity, or documents relating to CYBERWINGS's organization, compliance framework or Digital Trust management. "**Assessment Authorizations**" notably define the scope and technical arrangements of assessments performed as part of the Services, which may include audits, vulnerability scans and penetration tests.

In the event of any inconsistency between the contractual documents, the order of precedence set out above shall apply in descending order.

1.4. Achievements

"**Deliverables**" means all reports, analyses, studies, specifications, presentations of findings, presentations, meeting minutes, recommendations, roadmaps, scripts, materials or any other digital or paper documents prepared by CYBERWINGS, including any intermediate or draft versions, in connection with the performance of the Services and intended, in accordance with the Contract, for the Client and/or the Beneficiary.

"**Services**" means all services ordered by the Client, identified in the Proposal and performed in accordance with the Contract. Where applicable, "Qualified Services" means Services qualified by the French National Cybersecurity Agency (ANSSI)². Such Qualified Services are expressly identified as such in the Proposal, which specifies the applicable qualification framework, qualification level, covered activities and scope, as well as the legal entity holding the qualification. A Service may only be presented as qualified during the validity period of, and within the scope covered by, the relevant qualification.

"**Service Unit**" means the unit of measurement used to account for the Services. Depending on the arrangements defined in the Contract, a Service Unit may take one of the following forms:

- a "**Work Unit**" (abbreviated as "**WU**"), meaning a service capacity corresponding either to a service item identified in the Proposal or to an activity performed as part of the execution of the Services;
- a "**Service Day**" (abbreviated as "**SD**"), meaning a unit of measurement representing a person-day devoted to the performance of the Services. A Service Day is used to account for activities based on the time effectively spent. Unless otherwise provided in the Contract, one Service Day corresponds to seven (7) working hours and may be consumed in fractions of a day or hour..

ARTICLE 2: PURPOSE AND FORMATION OF THE CONTRACT

The purpose of the Contract is to define the terms and conditions governing the provision of the Services and the use of the Deliverables.

Acceptance of the Contract by any employee, representative or collaborator of the Client shall be deemed to have been made in the name and on behalf of the Client by a duly authorized person.

The Contract shall prevail over any other document issued by either CYBERWINGS or the Client, including any purchasing terms and conditions of the Client that have not been expressly accepted by CYBERWINGS, and

² <https://cyber.gouv.fr/offre-de-service/solutions-certifiees-et-qualifiees/comprendre-levaluation-de-securite/qualification-de-produit-et-services/comprendre-la-qualification/>

shall cancel and replace any written or oral agreement previously entered into between the Parties having the same purpose.

The Proposal is prepared on the basis of the information provided and requirements expressed by the Client. In this context, the Client acknowledges that it has communicated all of its requirements and has received from CYBERWINGS all information and advice necessary to fully understand the Services, assess their suitability for its needs, and place the Order with full knowledge of the facts.

Any Proposal issued by CYBERWINGS shall remain valid for a period of one (1) month. Upon expiration of such period, CYBERWINGS shall no longer be bound by the proposed terms and may, at its discretion, maintain, amend or replace the Proposal. Any acceptance after the expiration date shall remain subject to the express approval of CYBERWINGS.

The Order shall become final and binding upon acceptance by the Parties. Any cancellation or modification of the Order shall be subject to the Parties' prior written agreement.

Should the Client wish, during the performance of the Services, to modify or extend their scope, the Client shall notify CYBERWINGS accordingly, specifying the requested modifications, and CYBERWINGS shall submit a new Proposal adapting the Services to such modifications.

CYBERWINGS provides the Services exclusively to the Client, although the Services may be performed for the benefit of the Beneficiary or within the scope of the Audited Entity, where applicable. Unless otherwise expressly provided in a written agreement between the Parties, the Contract shall not be construed as granting any rights to third parties, including the Client's affiliates, suppliers or customers, nor as imposing any obligations on CYBERWINGS towards such third parties.

Where the Services are performed on behalf of a third party, namely the Beneficiary or the Audited Entity, the Client shall remain the sole contracting party of CYBERWINGS and shall remain solely responsible for payment of the Services as well as for ensuring compliance with the Contract by the Beneficiary or the Audited Entity. The Beneficiary or the Audited Entity shall acquire no direct contractual rights against CYBERWINGS unless expressly provided otherwise in the Contract or in a document signed by CYBERWINGS.

The Client shall remain responsible for compliance with the Contract and undertakes to procure the execution, by the duly authorized entity, of any document required by CYBERWINGS for the performance of the Services within the relevant scope. Where the Client does not itself hold the rights relating to such scope, it undertakes to obtain the signature of the Audited Entity, the Beneficiary or any other duly authorized entity prior to the commencement of the Services. Accordingly, the Client represents and warrants that it holds all rights, powers, authorizations and, where applicable, mandates required to procure the execution of such documents, including without limitation any testing authorization, confidentiality undertaking and undertaking relating to the Deliverables

ARTICLE 3: DESCRIPTION AND PERFORMANCE OF THE SERVICES

3.1. Services

CYBERWINGS may, in particular, provide the following services, subject to their express designation in the Contract:

- Digital Trust consulting and assessment services, including strategic and/or operational risk analysis, evaluations and diagnostics;
- Audits (including architecture audits, configuration audits, source code audits, organizational audits, physical audits and penetration testing);
- Phishing simulations;
- Code security reviews and vulnerability scanning services;
- Open-source intelligence activities;
- Assistance in the governance and implementation of Digital Trust initiatives, including outsourced Chief Information Security Officer (CISO) and Data Protection Officer (DPO) services designated before the competent data protection authority;
- Production of documentation;

- Managed services;
- Incident management assistance and crisis exercises (strategic and/or operational);
- Digital forensics services;
- Training, awareness and coaching services.

The detailed content of the Services, including their scope, prerequisites, methodologies and Deliverables, is described in the Proposal and, where applicable, in the Service Agreement.

3.2. Regulatory Notifications and Responsible Disclosure

In connection with the Contract, CYBERWINGS may assist the Client, the Beneficiaries or the Audited Entities in fulfilling notification, reporting or disclosure obligations applicable to vulnerabilities, security incidents, personal data breaches or any other event relating to Digital Trust.

CYBERWINGS acts exclusively as an advisor and support provider. Assistance services relating to regulatory notifications, notifications to authorities, responsible disclosure activities or communications with competent bodies are included within the Services only when expressly provided for in the Proposal or, where applicable, in the Service Agreement.

Responsibility for determining whether a notification is required, making such notification, complying with applicable deadlines, providing the required information and, more generally, complying with all applicable legal or regulatory obligations shall remain the sole responsibility of the Client, the Beneficiary, the Audited Entity or any other person legally subject to such obligations.

CYBERWINGS shall not be liable for any failure to notify, delayed notification, incomplete notification or inaccurate notification where such notification obligation rests with the Client, the Beneficiary or the Audited Entity.

3.3. Performance of the Services

CYBERWINGS undertakes to perform the Services identified in the Proposal, to provide the Deliverables to the Beneficiary, and to exercise all due care and diligence necessary for the performance of the Services in accordance with industry practice and professional standards.

CYBERWINGS performs the Services under a best-efforts obligation (obligation of means), meaning that CYBERWINGS undertakes to deploy all reasonable efforts, expertise and resources in accordance with industry practice and applicable regulatory requirements, but does not guarantee the achievement of any specific result, including the complete invulnerability of systems, environments or organizations falling within the scope of the Services.

CYBERWINGS possesses recognized expertise in Digital Trust and in managing requirements applicable to information systems, particularly in the fields of cybersecurity, personal data protection, digital resilience, artificial intelligence, risk management and, more generally, digital regulations. In this context, CYBERWINGS may assist the Client in identifying applicable requirements, assessing their implementation, defining action plans, preparing for audits, inspections or compliance initiatives, and implementing appropriate governance arrangements. However, unless a specific engagement has been entrusted to a duly authorized legal professional, the Services provided by CYBERWINGS do not constitute legal, tax or regulatory advice within the meaning of applicable laws and regulations. The determination of applicable legal or regulatory obligations, their interpretation, validation and actual compliance remain the exclusive responsibility of the Beneficiary and, where applicable, its legal advisors, attorneys or other competent professionals.

The default place of performance of the Services shall be the premises designated by CYBERWINGS and not the premises of the Client, the Beneficiary or the Audited Entity. For the purpose of performing the Services, CYBERWINGS may, with the Client's approval and subject to previously agreed mission expenses, travel to operating sites and/or access systems, environments, premises or assets necessary for the performance of the Services.

Where applicable, the Client shall ensure that CYBERWINGS personnel are granted access to the systems, environments, premises or assets necessary for the performance of the Services, subject to the performance conditions set out in the Contract. In the event of on-site intervention, CYBERWINGS personnel shall comply with the applicable rules, including health and safety requirements, communicated in writing before such intervention.

CYBERWINGS performs the Services on the basis of the statements, information and materials provided by the Client, the Beneficiary, the Audited Entity or any third party acting on their behalf, and shall not be liable for any error or omission resulting from incomplete or inaccurate information. In performing the Services, CYBERWINGS shall not be required to verify any documents or information provided unless such verification is expressly included within the Services.

The Parties undertake to appoint, or procure the appointment of, contacts having sufficient competence and authority to supervise the Services and make any decisions necessary for their performance. The Parties may, at any time and without prior notice, replace personnel involved in the Services, provided that the skills and authorizations required for proper performance are maintained under reasonable conditions. The Parties shall endeavour to minimize any resulting impact on the performance of the Services and, where necessary, allocate one or more resources having equivalent qualifications to continue the performance of the Services.

CYBERWINGS may subcontract all or part of the Services and shall remain responsible towards the Client for the performance of the Contract. All subcontractors are subject to prior qualification and approval procedures implemented by CYBERWINGS and are bound by obligations at least equivalent to those set out in the Contract regarding quality, security and confidentiality. For Qualified Services, subcontracting shall comply with applicable qualification requirements.

CYBERWINGS undertakes to perform the Services impartially, in good faith and in a manner that avoids any situation likely to compromise its independence of judgment, particularly in connection with audit and assessment activities.

Where CYBERWINGS performs or coordinates an assessment activity concerning work, deliverables, analyses, recommendations or arrangements to which it has itself contributed, it shall identify any self-review situations that could affect the objectivity or impartiality of such assessment. Where necessary, CYBERWINGS shall implement appropriate measures to preserve independent judgment, which may include review by a different consultant, independent validation or the involvement of a third party. The Client shall be informed of any situation identified as potentially having a significant impact on the impartiality of the assessment.

3.4. Delivery of Deliverables

Upon completion of the Services or of each Service Unit, CYBERWINGS shall provide the corresponding Deliverable(s) to the Beneficiary, as specified in the Contract, in a readable standard format and through any communication method of its choosing that provides a level of security appropriate to the sensitivity of the information. Where the Client is not the Beneficiary, CYBERWINGS shall inform the Client that the Deliverable(s) have been provided solely to the Beneficiary. Such delivery shall constitute due performance by CYBERWINGS of its delivery obligation and shall entitle CYBERWINGS to issue the corresponding invoice. Unless otherwise provided in the Order, the Service Agreement or a written authorization from the Beneficiary, only the Beneficiary may communicate the Deliverables to a third party.

The Beneficiary shall have fifteen (15) days from delivery of the Deliverable to assess its conformity with the Contract, make itself available for any presentation meeting provided for in the Order, and submit any documented and reasoned reservations. In the absence of reservations notified within such period, or upon full payment of the invoice relating to the Deliverable, the Deliverable shall be deemed accepted. The Client shall be responsible for all coordination with the Beneficiary, including the communication of any reservations, comments or requests relating to acceptance of the Deliverables.

Where a non-conformity is notified within the prescribed period, CYBERWINGS shall review the reservations, indicate whether they appear justified under the Contract and, where such reservations are justified, make such corrections or additions as are reasonably necessary to bring the Deliverables into conformity.

The Deliverables are based on the information available and the circumstances existing at the time the Services were performed. The Deliverables rely solely on the facts and information provided within the scope of the Services. CYBERWINGS shall have no obligation to update the Deliverables in light of events occurring after their date of issuance. In such circumstances, it shall be the responsibility of the Client to request, where appropriate, additional Services.

In accordance with Article 8, CYBERWINGS owns the intellectual property rights in the Deliverables and, accordingly, the Deliverables may only be used by the Beneficiary or the Audited Entity for their internal

purposes and solely for the purposes contemplated in connection with the Services. CYBERWINGS shall not be required to disclose to the Client, the Beneficiary or the Audited Entity any protocols used for the analysis and execution of the Services, such protocols forming part of its exclusive know-how.

3.5. Schedule

Where applicable, the schedule for performance of the Services is specified in the Proposal. Such schedule is established on an indicative basis, taking into account the nature of the Services.

If the performance of the Services is interrupted for more than two (2) months due to the Client, CYBERWINGS reserves the right either to terminate the Contract or to require, as a condition for resuming the Services, a rescheduling of the Services, an update of the scope and prerequisites, and/or a revision of the Proposal. Reasonable costs relating to rescheduling and resource mobilisation may be invoiced upon supporting documentation or in accordance with a fixed fee agreed under the Contract.

ARTICLE 4: CLIENT OBLIGATIONS

The Client undertakes, both on its own behalf and on behalf of the Beneficiary and/or the Audited Entity where they are distinct entities, to:

- i. Fully and in good faith cooperate with CYBERWINGS, involve competent personnel, designate a contact person for all communications with CYBERWINGS, comply with the communicated prerequisites, and provide in a timely manner all information, documents and access to information, documentation, systems, test environments, data and resources necessary for the proper performance of the Services.

If the Services require on-site attendance or remote access to the systems concerned by the Services, the Client shall ensure that CYBERWINGS is granted prompt and unrestricted access to such facilities, networks, software, hardware and personnel, as required. The Client shall be responsible for organizing and maintaining such access, including obtaining any necessary security clearances or permissions, ensuring that its assets are in proper working condition and suitable for the performance of the Services, and obtaining and maintaining all licences and consents required in connection with the Services.

The Client shall remain solely responsible for: (i) obtaining the authorization of any third parties whose systems fall within the scope of the Services; (ii) implementing all measures necessary to control the risks arising from the performance of the Services (for example, appropriate prior backups); and (iii) providing a test environment where the Contract so requires.

- ii. Pay the price in accordance with the Contract;
- iii. Comply with, and ensure compliance with, the conditions governing the use of the Deliverables.

In the event that the Client, the Beneficiary or the Audited Entity fails to comply with these obligations relating to cooperation, the provision of information, the granting of access or the fulfilment of prerequisites, CYBERWINGS shall promptly notify the Client in writing and may suspend the performance of the Services. Any reasonable additional costs incurred as a result of such suspension, including rescheduling costs, consultant mobilisation costs or cancelled travel expenses, may be invoiced separately.

The Client shall remain liable towards CYBERWINGS for any failure by the Beneficiary, the Audited Entity or any third party falling within its sphere of responsibility.

ARTICLE 5: FINANCIAL TERMS

The price shall be determined by CYBERWINGS in the Proposal on a case-by-case basis, taking into account, in particular, the Services agreed with the Client.

The prices indicated are firm and final. Travel expenses and any other costs incurred for the purpose of performing the Services shall be borne by the Client and invoiced in addition to the agreed price. Such expenses may be invoiced separately or on an interim basis as they are incurred, independently from the invoicing of the corresponding Services.

A deposit may be required upon placement of the Order. The balance shall become due in accordance with the terms set out in the Proposal.

Unless otherwise specified in the Proposal, the Services shall be invoiced as follows:

- 30% upon acceptance of the Order;
- 70% upon completion of the Services.

Unless otherwise specified in the Proposal or the Service Agreement, invoicing shall occur upon completion of each Work Unit or at the end of each month on the basis of the Service Days performed during the invoiced month. The percentage corresponding to any deposit paid shall be deducted from each Work Unit invoice until fully offset or, failing that, from the final invoice issued under the Contract.

The Parties agree to exchange invoices in electronic format in compliance with applicable laws and regulations. The Client undertakes to provide CYBERWINGS with all information necessary for the compliant issuance and receipt of invoices, including following the entry into force of any mandatory electronic invoicing requirements. Each Party shall be responsible, with respect to itself, for the selection, maintenance and proper configuration of its electronic invoicing solutions, including any accredited platform or service provider it may engage.

Payment shall be made within a maximum period of thirty (30) calendar days from the date of receipt of the invoice, by bank transfer to the account designated by CYBERWINGS. No discount shall be granted for early payment. CYBERWINGS nevertheless encourages payment upon receipt of the invoice.

In accordance with its commitments regarding confidentiality and discretion, CYBERWINGS applies, by default, the principles of data minimisation and need-to-know throughout its processes, including invoicing activities. Accordingly, CYBERWINGS includes on its invoices only the information strictly necessary for invoicing the Services and, in particular, the associated reference number (Order number). This precaution seeks to prevent the disclosure of information relating to the Services, which may be sensitive, to persons without a legitimate need to know and to reduce the Parties' exposure in the event of an information leak. The Client may request, subject to CYBERWINGS's agreement, that additional information be included where necessary for its invoicing processes.

The Client shall remain solely liable for payment of the price, including where the Services are performed for the benefit of a Beneficiary or within the scope of an Audited Entity, including where such Beneficiary or Audited Entity fails to pay the Client.

Any invoice not paid in full by its due date shall automatically and without prior notice accrue late payment interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, together with a fixed recovery fee of forty (40) euros (€40), in accordance with the French Commercial Code. In addition, CYBERWINGS may suspend all or part of the Services following formal notice to pay that remains ineffective for fifteen (15) calendar days, without prejudice to CYBERWINGS's right to terminate the Contract under Article 6.

ARTICLE 6: TERM AND TERMINATION

6.1. Term

The Contract shall enter into force upon placement of the Order and shall remain in force for the duration of the performance of the Services.

6.2. Early Termination

The Parties undertake to seek in good faith all reasonable solutions enabling a prompt and balanced resolution of any difficulties that may arise in connection with the performance of the Services.

The Contract may be terminated early by either Party in the event that the other Party fails to perform any of its obligations under the Contract, thirty (30) days after the sending of a formal notice by registered letter with acknowledgement of receipt specifying the alleged breach, if such notice remains without effect.

Termination shall take effect automatically and without the need for any judicial formality, at the fault of the defaulting Party, without prejudice to any damages that may be claimed against it.

6.3. Consequences of Termination

In the event of early termination of the Contract attributable to the Client, the Beneficiary or the Audited Entity, for any reason whatsoever, the Client shall remain liable to CYBERWINGS for: all amounts already invoiced and/or already paid (including deposits), which shall remain retained by CYBERWINGS; the price of the Services

already performed as of the effective date of termination; and any non-recoverable costs incurred (including subcontracting costs, expert mobilisation costs and planning costs).

If termination occurs before the kick-off meeting, CYBERWINGS may invoice an amount equivalent to one-half (0.5) Service Day, based on CYBERWINGS's then-current rates, corresponding to team mobilisation costs.

CYBERWINGS shall return to the Client or the Beneficiary, as agreed by the Parties, all documents and materials relating to the Beneficiary or the Audited Entity and their activities that were provided to CYBERWINGS.

The rights and obligations set out in the Contract which, by their nature, are intended to survive termination (including those relating to confidentiality, intellectual property, liability, warranties and dispute resolution) shall remain in full force and effect following termination of the Contract.

6.4. Réversibilité

Where justified by the nature of the Services, particularly in the case of ongoing assistance services or an outsourced Digital Trust team, the Parties may provide in the Contract for a reversibility phase intended to enable the orderly cessation or transfer of the Services to the Client, the Beneficiary, the Audited Entity or a third-party service provider designated by them.

Unless otherwise specified in the Proposal, reversibility services are not included in the price of the Services and shall be invoiced separately, on quotation, based on time spent in accordance with CYBERWINGS's then-current rates.

Reversibility shall apply exclusively to the items expressly identified in the Order or, failing that, solely to the transmission of the Deliverables and a reasonable number of knowledge-transfer meetings or exchanges. Reversibility shall not include any transfer of CYBERWINGS's internal tools, methodologies, know-how, templates, internal frameworks or internal procedures.

CYBERWINGS shall have no obligation to perform technical migration activities, historical data migration, document reconstruction, delivery in a specific format, enhanced support services, interventions with third parties, or continuation of the Services beyond their agreed term, unless expressly provided otherwise in the Order or the Service Agreement.

The Client undertakes to cooperate in good faith during the reversibility phase, appoint a contact person having the necessary authority, make all useful decisions within timeframes compatible with the proper performance of the reversibility phase, and coordinate with any incoming service provider.

Unless otherwise provided, the reversibility phase shall commence on the effective date of completion of the Services or on the date of notification of termination, as applicable, and shall continue for a maximum period of thirty (30) calendar days. Any request extending beyond such period or exceeding the reasonable scope of reversibility shall be subject to an additional commercial proposal.

ARTICLE 7: WARRANTIES AND LIABILITY

The Services are performed under a best-efforts obligation (obligation of means), and CYBERWINGS's liability may only be incurred in the event of proven fault in the performance of its obligations.

CYBERWINGS represents that it maintains professional liability insurance with a reputable and financially solvent insurance company covering the financial consequences of any civil liability that may arise from the performance of the Services.

CYBERWINGS undertakes to perform all Services with due care and diligence, in accordance with industry practice and the state of the art. However, due to the complexity of security testing activities and the evolving nature of cyber threats, CYBERWINGS cannot guarantee the identification of all vulnerabilities or security weaknesses. CYBERWINGS shall not be liable for vulnerabilities, threats or weaknesses that are not detected during the performance of the Services.

The Parties acknowledge that certain activities performed as part of the Services may interact with the systems, applications, networks, data or processes of the Beneficiaries and Audited Entities. Despite the reasonable precautions implemented by CYBERWINGS and by the Beneficiaries and Audited Entities, certain Services inherently involve risks affecting the operation of the target Information System, particularly during control,

assessment, testing, analysis, investigation or information-gathering activities. Such impacts may include, in particular:

- degradation in the performance of certain systems or services;
- temporary unavailability of certain components or resources;
- accidental exposure of information necessary for the performance of the Services, or of vulnerabilities, non-conformities or deficiencies requiring corrective action by the Beneficiaries and Audited Entities.

CYBERWINGS shall implement the measures reasonably necessary to limit such impacts and to protect the confidentiality, integrity, availability and traceability of the information to which it has access in connection with the Services, as described in its Digital Trust Management System Manual (SMCN Manual).

CYBERWINGS shall not be liable for damage or loss occurring during the performance of the Services, provided that it has acted with the required level of care and diligence. The Client shall notify CYBERWINGS as soon as possible of any impairment affecting the proper functioning of any system or environment falling within the scope of the Services following their performance, and in any event before the presentation of the Deliverables and no later than fifteen (15) days following CYBERWINGS's intervention, together with all substantiating information enabling CYBERWINGS to conduct investigations.

For Services relating to assistance provided to a Beneficiary in connection with certification processes, CYBERWINGS's responsibility is limited to providing advice and technical support. The Client acknowledges that certification depends on the actions and verifications of third parties, and CYBERWINGS does not guarantee that the Beneficiary will obtain certification. CYBERWINGS shall not be liable for certification delays, refusals or failures resulting from the actions or decisions of external auditors, assessors or certification authorities.

Under no circumstances shall CYBERWINGS be liable to the Client, including in the event of a third-party claim, for any indirect damage. Indirect damage shall include, without limitation, loss of profit, loss of revenue, loss of customers, damage to reputation, loss of opportunity and business interruption losses.

In any event, to the fullest extent permitted under applicable law, should CYBERWINGS's liability be established for any reason whatsoever, it is expressly agreed that the total amount of damages and compensation payable by CYBERWINGS to the Client, for all causes combined, shall be strictly limited to the sums actually paid by the Client during the six (6) months preceding the harmful event in consideration for the Services giving rise to the damage. This liability cap has been freely negotiated and reflects the allocation of risks between the Parties and the economic value of the Services.

Neither Party shall be liable or deemed to have failed in the performance of its obligations where such failure results from an event beyond the reasonable control of one or both Parties, including, without limitation, civil or foreign war, riots, fire, flooding, accidents, cyberattacks, strikes, industrial action, governmental, regulatory or legislative decisions or restrictions, natural disasters, interruption of communication or telecommunications networks, shortages of energy, raw materials or finished products, or any other cause beyond the reasonable control of the affected Party.

If a force majeure event, as defined above, prevents the performance of all Services, the Contract may be terminated by either Party without liability.

ARTICLE 8: INTELLECTUAL PROPERTY

All rights, title and interest, including intellectual property rights and know-how (regardless of their nature, scope and/or origin), software, tools and other assets owned by either Party shall remain the exclusive property of that Party.

In particular, the Client acknowledges that the know-how, tools, methods and processes, algorithms and other elements protected by intellectual property rights belonging to CYBERWINGS and used or developed in the course of performing the Services constitute Confidential Information. The Client undertakes, on its own behalf and on behalf of the Beneficiary and the Audited Entity, not to reverse engineer, copy, disclose or make available to any third party any tools, methodologies or processes belonging to CYBERWINGS. CYBERWINGS shall remain the sole owner of all intellectual property rights, know-how, knowledge and processes implemented in connection with the Services, and nothing in the Contract shall be construed as granting the Client, the Beneficiary and/or the Audited Entity any intellectual property rights in such elements.

The Beneficiary and, where applicable, the Audited Entity may use the Deliverables in their original form for internal purposes and may reproduce, display, adapt and modify them solely for their internal needs and for the purpose of demonstrating their security posture, including towards their auditors, authorities, customers and partners. Any commercial exploitation, assignment, standalone provision to third parties or public disclosure, other than for the internal needs of the Beneficiary or the Audited Entity, is expressly excluded. Any disclosure to a third party shall be limited to the extracts strictly necessary for the intended purpose and shall be subject to confidentiality obligations at least equivalent to those set out in the Contract.

Likewise, the Client, the Beneficiary and/or the Audited Entity shall remain the sole owner of any element, including any document, data, information or file belonging to them, that may be provided to CYBERWINGS for the performance of the Services or to which CYBERWINGS may gain access in the course of performing the Services. CYBERWINGS undertakes to use such elements solely for the performance of the Services requested by the Client and to return them upon the Client's first request.

For the purpose of protecting its methods, templates, frameworks, processes, tools, software, know-how and, more generally, any intellectual property belonging to it, CYBERWINGS may implement evidentiary mechanisms intended to establish the existence, integrity or prior existence of such elements at a given date. For this purpose, CYBERWINGS may notably use timestamping, archiving, digital fingerprinting, evidence deposit or evidence preservation mechanisms operated by public or private organizations.

Such evidentiary mechanisms shall apply exclusively to CYBERWINGS's intellectual property and shall not authorize the disclosure to any third party of Confidential Information, personal data, trade secrets or any other content belonging to the Client, the Beneficiary or the Audited Entity, except with their express consent or where required by law.

The evidence thus established may be relied upon by CYBERWINGS in the event of any dispute relating to the existence, integrity, origin or prior existence of its own intellectual property assets.

ARTICLE 9: CONFIDENTIALITY

For the purposes of the Contract, "Confidential Information" means all information, whether written, electronic, oral or otherwise, disclosed by one Party (or by the Beneficiary or the Audited Entity) to the other Party, including, without limitation, business plans, technical data, software, security architecture, system vulnerabilities, test results, designs, pricing information, proprietary methodologies and any other non-public information relating to the business, products, services or technology of the disclosing Party (or, where applicable, of the Beneficiary or the Audited Entity).

With specific regard to the Client, the Beneficiary or the Audited Entity, Confidential Information includes, without limitation, all software source code, documentation, product designs and architectures to which CYBERWINGS may have access during the performance of the Services.

With specific regard to CYBERWINGS, Confidential Information includes, without limitation, know-how, methodologies, algorithms, tools, techniques, reports and analyses relating to the Services.

The information contained in the Contract, its appendices and the related Proposals has commercial value and is declared to constitute a trade secret within the meaning of French Act No. 2018-670 on the Protection of Trade Secrets.

Each Party undertakes to:

- i. Maintain the strict confidentiality of the other Party's Confidential Information and implement all reasonable measures necessary to protect it, exercising at least the same degree of care as it applies to its own Confidential Information and, in any event, no less than a reasonable standard of care;
- ii. Not disclose or permit access to any Confidential Information to any third party without the prior written consent of the disclosing Party, except to its employees, agents, subcontractors or advisors who have a need to know such information and who are bound by confidentiality obligations equivalent to those contained in the Contract;
- iii. Collect and process only such information and materials as are strictly necessary for the proper performance of the Services and consistent with their objectives, criteria, scope and activities;

- iv. Not use Confidential Information for any purpose other than the performance of the Services under the Contract, unless expressly authorized in writing by the disclosing Party;
- v. Ensure that third parties, including subcontractors and consultants, having access to Confidential Information are subject to confidentiality obligations at least as restrictive as those set out in the Contract.

In this respect, the Client undertakes the above obligations both on its own behalf and on behalf of the Beneficiary and the Audited Entity.

The confidentiality obligations shall not apply to information that:

- i. is or becomes publicly available without any breach of the Contract by the receiving Party;
- ii. was lawfully known to the receiving Party before its disclosure by the disclosing Party;
- iii. is lawfully received from a third party without breach of any confidentiality obligation;
- iv. is independently developed by the receiving Party without using or referring to the Confidential Information of the disclosing Party;
- v. must be disclosed pursuant to a law, regulation or judicial decision, provided that the receiving Party promptly informs the disclosing Party so as to allow it to seek appropriate protective measures.

The confidentiality obligations shall remain in force for a period of five (5) years following termination or expiration of the Contract, or for any longer period required by applicable law or regulation. However, with respect to trade secrets and CYBERWINGS's methodologies and processes, confidentiality obligations shall survive for as long as such information qualifies as a trade secret under applicable law.

Upon termination of the Contract, regardless of the reason and without the need for any prior demand or notice, each Party undertakes to return to the other Party all property and documents, whether originals or copies, belonging to that Party and in its possession or control. Each Party shall certify in writing to the other Party, within fifteen (15) calendar days from receipt of a written request, that such return or destruction has been carried out, subject to any legal retention obligations. Notwithstanding the foregoing, the receiving Party may retain a copy of the Confidential Information where required by law or regulatory compliance obligations, provided that such copy remains subject to the confidentiality obligations set out in the Contract and, where applicable, to the relevant qualification frameworks (for example, retention on an offline information system).

ARTICLE 10: COMMUNICATION AND REFERENCES

Each Party is authorized to publicly mention the existence of the contractual relationship and the general nature of the Services performed, including as a commercial reference, feedback experience or as part of its corporate communication activities.

Such communication shall not, however, disclose any Confidential Information, any sensitive technical information, any personal data, any audit result, any identified vulnerability or, more generally, any information the disclosure of which could adversely affect the legitimate interests of the other Party, the Beneficiaries or the Audited Entities.

Each Party undertakes to present such references in a fair, objective and non-misleading manner.

Any use of the other Party's trademarks, logos or visual identity elements shall remain subject to that Party's prior approval, except where such elements are used in their usual public form solely for the purpose of identifying the relevant reference.

The Client shall not present, or permit others to present, work or Deliverables actually produced by CYBERWINGS as having been performed or produced by a third party.

Any reference to CYBERWINGS shall not be construed as granting a certification, label, accreditation, qualification or approval of compliance, unless evidenced by a specific written document issued by CYBERWINGS for that purpose.

ARTICLE 11: PERSONAL DATA

Performance of the Contract, as well as any pre-contractual measures related thereto, requires the provision to CYBERWINGS of personal data relating to the Client, the Beneficiary or the Audited Entity. Such personal data shall be processed in accordance with CYBERWINGS's Digital Trust Management System Manual (SMCN Manual).

Where the performance of the Services involves the processing of personal data by CYBERWINGS acting as a processor, CYBERWINGS and the Client agree to enter into a Data Processing Agreement ("DPA") in compliance with applicable data protection laws and regulations.

ARTICLE 12: GENERAL PROVISIONS

12.1. Independence of the Parties

CYBERWINGS and the Client each conduct their respective activities as independent professionals and neither Party shall have any authority to act in the name or on behalf of the other Party, except where expressly authorized under the Contract. Each Party shall remain solely responsible for all social security, tax and other obligations arising from the performance of the Contract and applicable to it.

In the performance of the Contract, CYBERWINGS acts as an independent service provider and, not being the Client's agent, shall have no authority to enter into contracts on the Client's behalf, bind the Client or otherwise commit the Client in any manner whatsoever.

The Parties acknowledge that they do not intend to create any partnership, joint venture or other legal entity through the Contract and expressly exclude any form of affectio societatis or sharing of profits.

The Contract relates exclusively to the provision of Services and excludes any arrangement involving the hiring-out of labour, staff secondment or personnel supply. CYBERWINGS personnel shall remain under CYBERWINGS's exclusive managerial, disciplinary, administrative and organizational authority. CYBERWINGS alone shall be responsible for all obligations arising from its status as employer, including the administrative, social, tax and accounting management of its personnel, as well as the organization and supervision of their work. The Client shall not exercise any relationship of subordination over CYBERWINGS personnel. The Client may define its requirements, issue requests relating to the Services and monitor their proper performance, but shall have no authority to direct or supervise CYBERWINGS personnel.

Upon written request from the Client, CYBERWINGS shall provide the documents required under Article L.8222-1 of the French Labour Code.

12.2. Anti-Corruption Policy

The Parties represent that they have not offered, promised, given, authorized, solicited or accepted any undue advantage of any kind for the purpose of entering into the Contract and that they have taken all reasonable measures to prevent their subcontractors, suppliers, third parties and intermediaries under their control from doing the same. Furthermore, the Parties undertake to comply with this obligation throughout the duration of the Contract, both on their own behalf and on behalf of such persons under their control.

The Parties undertake, throughout their relationship and thereafter, to comply with all applicable laws and regulations and, to the extent possible, to ensure that their subcontractors, suppliers, third parties and intermediaries under their respective control do likewise. They shall implement the human and material resources necessary to prevent conflicts of interest and any form of corruption or influence peddling.

If one Party demonstrates, through substantiated evidence, that the other Party has failed to comply with its obligations under this Article, it shall notify the defaulting Party, which shall take all necessary corrective measures within a reasonable period. Failing this, the notifying Party may terminate the Contract without prejudice to any claim for damages.

12.3. Assignment

Neither Party may assign or transfer its rights or obligations under the Contract, whether by sale, merger, demerger or any other form of transfer, without the prior written consent of the other Party. Any assignment or transfer made without such consent shall be null and void. If an assignment is authorized, the assigning Party shall ensure that the assignee fully complies with the terms of the Contract.

12.4. Non-solicitation

During the term of the Contract and for a period of twenty-four (24) months following its termination for any reason whatsoever, the Client undertakes, both on its own behalf and on behalf of the Beneficiary and the Audited Entity where applicable, not to solicit, entice away, hire directly or indirectly, or engage outside the scope of the Contract, any employee, independent consultant, subcontractor or expert involved by CYBERWINGS in the performance of the Services and whose identity became known to the Client in connection with the Contract, unless CYBERWINGS has given its prior written consent.

In the event of a breach of this undertaking, the Client shall immediately pay to CYBERWINGS, as a liquidated damages provision, compensation proportionate to the remuneration paid by CYBERWINGS to the relevant individual during the preceding twelve (12) months, namely: twelve (12) times the individual's last gross monthly salary; or where the individual acts as an independent contractor, twelve (12) months of average turnover invoiced for the individual's services, plus any costs incurred in recruiting a replacement.

12.5. Severability

If any provision of the Contract is found to be invalid or unenforceable under applicable law or pursuant to a final decision of a competent court or authority, the Parties expressly agree that the remainder of the Contract shall remain unaffected. The Parties shall use reasonable efforts to replace such provision with a lawful provision having an equivalent purpose and effect.

12.6. No Waiver

The failure of either Party at any time to require strict performance by the other Party of any provision or condition of the Contract shall not constitute a permanent waiver of such provision or condition.

12.7. Notices

Any notice given under the Contract, including reservations, claims, requests, formal notices, suspension notices or termination notices, shall be made in writing. Unless otherwise specified, notices shall be validly given by email to the addresses indicated in the Contract, provided that receipt is acknowledged or a response is received from the other Party, or, where expressly required, by registered letter with acknowledgement of receipt sent to the registered offices of the Parties. Each Party undertakes to inform the other Party without delay of any change to its contact details.

ARTICLE 13: GOVERNING LAW AND DISPUTE RESOLUTION

13.1. Governing Law

The formation, performance, termination and interpretation of the Contract shall be governed by the laws of France.

13.2. Complaints Handling Process

In the event of any dispute, disagreement or controversy arising between the Parties in connection with the formation, validity, performance, interpretation or termination of the Contract, the Parties shall endeavour to resolve the matter amicably.

Subject to any mandatory legal or regulatory provisions, the Client shall remain CYBERWINGS's primary contractual point of contact. Beneficiaries and Audited Entities shall communicate to the Client any difficulty, complaint, dispute or disagreement relating to the Services so that the Client may, where appropriate, coordinate and manage such matter with CYBERWINGS.

Any day-to-day issues shall be addressed within the committees and meetings, where applicable, provided for under the Services, with the designated representatives of each Party, and with the participation of Beneficiaries and Audited Entities where necessary.

At any time, a Party considering the situation to be urgent or deadlocked may, as of right, convene the other Party to an amicable meeting of at least one (1) hour by videoconference, attended by a legal representative of each Party and, where applicable, an internal legal counsel or external attorney. The participation of a Beneficiary or an Audited Entity shall depend on the relevance of its involvement and shall be subject to the agreement of both Parties. The date of the amicable meeting shall be agreed between the Parties and scheduled no later than ten (10) business days following the convening notice. Each Party may exercise this right of convocation no more than once every six (6) months.

The Client may submit any complaint to CYBERWINGS at qualite@cyberwings.fr no later than six (6) months after the end of the Contract.

With respect to a Qualified Service, CYBERWINGS undertakes to process complaints within a maximum period of one (1) month, such period being extended to three (3) months for complex requests, provided that the complexity has been justified within the initial one-month period, excluding any period awaiting a response from the Client. If the Client fails to respond for more than one month, the complaint shall be deemed closed and the Client shall be informed accordingly.

In accordance with the qualification framework of the French National Cybersecurity Agency (ANSSI), CYBERWINGS records and processes complaints submitted by the Client and shall notify ANSSI without delay of any complaint relating to a Qualified Service, together with the processing thereof. In the event of a failure by CYBERWINGS to comply with its obligations, its qualification may be withdrawn, the scope of its qualification reduced, or its recommendation level downgraded.

13.3. Competent Court

Failing an amicable resolution within one (1) month following notification of the dispute by either Party, the dispute may be submitted to the Marseille Economic Activities Court (Tribunal des Activités Économiques de Marseille).

ARTICLE 14: ELECTRONIC SIGNATURE

Pursuant to Articles 1366 et seq. of the French Civil Code, the Parties have agreed to execute the Contract electronically by means of an electronic signature generated through the Youtrust platform.

Each Party acknowledges and agrees that the electronic signature of the Contract: (i) ensures the integrity of the Contract and validly identifies the Parties; and (ii) constitutes the use of a reliable identification process within the meaning of Article 1367 of the French Civil Code and, accordingly, ensures the link between the signature and the Contract to which it is attached.

Each Party expressly acknowledges and agrees that the Contract executed using this electronic signature process:

- is established in a single electronic original, the requirement for multiple originals being deemed satisfied where the Contract is created and retained in accordance with Articles 1366 and 1367 of the French Civil Code and where the process enables each Party to retain or access a copy on a durable medium;
- has the same evidentiary value as a document signed in handwritten form on paper;
- may be validly relied upon against the Parties for the purpose of enforcing its terms and securing compliance with its provisions.