



General Terms and Conditions (GTC) Yogosha Platform

Between,

YOGOSHA, a joint-stock company, with share capital of 26 434 €, which headquarters are located 47, rue Marcel Dassault 92514 Boulogne Billancourt Cedex France, incorporated with the Registry of Commerce of Nanterre under the number 815 035 563 duly represented by his legal representative duly empowered to sign this Contract, Mr Yassir Kazar, CEO.

Hereinafter « **Yogosha** » or « **the Provider** »,

and,

The Client,

Hereinafter the « **Client** » ;

Yogosha and the Client are individually designated as the « **Party** » and collectively as the « **Parties** ».

Preamble

Yogosha publishes and operates a collaborative cybersecurity platform (the "Platform") that takes the form of a hub for detecting and managing vulnerabilities. The Platform connects companies wishing to strengthen the security of their information systems with hunters specialized in IT security selected by Yogosha for their competence and experience (the "**Hunters**"). In addition, Yogosha provides services associated to the Platform which is a real supervision center to drive the vulnerability management strategy.

The Platform allows Clients to organize Bug Bounty, Pentests and Vulnerability Disclosure Programs campaigns during which they will be able to call upon the expertise of the Hunters, by submitting to their test elements, components, tools and/or IT solutions in order to detect possible flaws in return for remunerations that will be paid to them according to the criticality of the vulnerabilities detected. Here it is understood that the VDP will give rise to remuneration for the Hunter only if the Client consents to it in a discretionary manner, contrary to Bug Bounty Programs where the remuneration of the Hunters is an essential condition for the launch of a program.

Access to the Platform for Pentest and Bug Bounty is restricted to a community of Hunters duly selected by Yogosha. For your information, the selection process of the Hunters is described in Schedule 2. The Client can also propose their own pool of In-House Hunters or use a custom-made pool of Yogosha Hunters and In-House Hunters. When using the VDP service, the Client acknowledges that the Hunters have not been selected by Yogosha following a Capture the Flag process and that it is incumbent upon the Client to pay the Hunters or not at their own discretion in view of the criticality of the vulnerability. In the context of the VDP, in the event where a Consideration is foreseen by the Client, the Hunter will have to pass MangoPay's

Know Your Client process in order to receive any payment, which is a guarantee of security for the Client.

The Client wishes to have a subscription in order to access the Platform provided in SaaS mode and to benefit from the associated services (hereinafter "Associated Services") offered by Yogosha.

The Parties have therefore come together to conclude these Terms and Conditions hereinafter the "**Agreement**").

IT IS HEREBY STATED AND AGREED AS FOLLOWS

1. Definitions

For the purposes of interpreting this Agreement, the Parties have agreed to the following definitions, which are capitalized in the body of the Agreement:

"**Affiliates**": means any legal entity in which Yogosha or the Client, directly or indirectly, holds more than 50% of the entity's share or voting rights. Any legal entity will be considered an Affiliate for only such time as that interest is maintained.

"**Agreement**": means this Agreement and any schedule thereto as well as any future amendments thereto. It has been agreed between the Parties that the Agreement shall prevail over any terms and conditions included in a purchase order issued by the Client.

"**Authorized Users**": means individuals (including third-party service providers) who are authorized by the Client to access and use the Platform on behalf of the Client using credentials and token if any.

"**Client**": means the company submitting a purchase order.

"**Confidential Information**": means all information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its Representatives designates as confidential, internal and/or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

"**Defect**" means any defect or non-conformity of the Platform or any part of the Platform with the Documentation, any incorrect result or action while the Platform is being used in accordance with its purpose, the Documentation, and Yogosha's instructions. An Anomaly is classified according to three increasing levels of severity: N1, N2, and N3.

"**Intellectual Property**" : means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or by contract and whether or not perfected, now existing or hereafter filed, issued or acquired.

"**Subscription**": means the offer subscribed to by Client in order to benefit from access to the Platform and Associated Services, as more fully described in the quote signed by the Client.

"**Bug Bounty Campaign**" means a campaign launched by the Client on the Platform, through a Bug Bounty Program and in accordance with the duration and terms specified therein, during

DOCUMENT CONFIDENTIEL

which the Client may ask Hunters to search for Security Vulnerabilities by performing Permitted Operations in the Target to be tested.

"Bug Bounty Program" means the contractual document issued by the Client to the attention of the Hunters on the Platform defining the scope of their missions, in order to launch a Bug Bounty Campaign.

"Pentest Campaign" means a campaign launched by the Client on the Platform, through a fixed price penetration test service mobilizing one or more Hunters from the Yogosha community over a given period of time.

"Target to Test": means any connected object, a URL, an IP address referring to an application, a website, or any other part of the Client's Information System that the Client submits to the Hunters as part of a Bug Bounty Campaign so that the Hunters can search for Security Vulnerabilities.

"Hunter(s)": means computer security specialists registered on the Platform after a selection process and/or invited by Yogosha in accordance with Annex 3 hereof. Hunters may participate in the Client's Bug Bounty Campaigns by agreeing to the terms of the Bug Bounty Programs issued by the Client. Hunters in the Yogosha directory may also participate in Pentests or VDPs. Here it is recalled that Invited Hunters who have not passed the selection criteria may also participate in VDP.

"Consideration" means the financial compensation awarded by the Client to the Hunter in a Bug Bounty Campaign in accordance with the terms and conditions set forth herein and, if applicable, by the Client in a Bug Bounty Program or VDP if there is compensation.

"Documentation" means the documentation for the Platform, including a description of its features, user manuals and settings. The Documentation is provided in English language, in electronic format.

"Dashboard": means the dedicated area on the Platform that allows Client's Authorized Users to (i) issue Bug Bounty Programs, (ii) track Bug Bounty Campaigns conducted by the Client, (iii) process reports of Security Breaches submitted by Hunters, or (iv) interact with Hunters.

"Security Vulnerability" means any vulnerability, bug, malfunction, breach, error of the Target to be Tested, as defined by Client in a Program and that falls within the scope of the Program.

"Permitted Operations": means all technical operations that can be performed by Hunters in the context of a Bug Bounty Campaign, as defined by the Client in a Bug Bounty or Pentest Program.

"Organization" means a unit representing a company, association, public body, with a set of additional identifying and billing information, which may purchase and manage Services.

"Yogosha Platform" or "Platform": means the Platform edited and managed by Yogosha, allowing in particular the connection of the Client with the Hunters and the management of Bug Bounty Campaigns.

"Services": means the services provided by Yogosha to the Client in accordance with the provisions hereof, including (i) the

provision of the Platform, and (ii) the provision of the Associated Services.

"Pentest Program" means the contractual document issued by the Client to the attention of the Hunters on the Platform, with a view to launching a Pentest Campaign.

"Pentest" is a penetration test that relies on the Yogosha Hunters community - which aims to assess the security of an information system or a computer network.

"Security Report": means the document drafted by Hunter and submitted to the Client in the framework of a Bug Bounty Campaign, describing the Security Vulnerability discovered by Hunter in the Target to be Tested.

"Client Manager": means the person chosen by the Client for the administrative, legal, technical and financial monitoring of this Agreement. This person must have the requisite technical skills.

"Client's Information System": means the IT resources in respect of which the Client owns all of the rights for the purposes of this Agreement.

« Vulnerability Operations Center » or « VOC »: means the functionality allowing to access an analytics Dashboard and to send invitation to other Workspaces to get access to their statistics. Only the Master Workspace can invite other Workspaces.

« Wallet »: means the amount of money made available by User according to conditions settled herein before the start of a Bug Bounty Campaign. The Wallet is made of the Rewards for the Hunters, in case of the discovery of Vulnerabilities.

« Workspaces »: means the space from which the Client will launch Campaigns (VDP, Bug Bounty, Pentest). In the event where the Client would need to segregate the data of its affiliates of personal data compliance issues, each additional workspace will be invoiced by Yogosha separately.

2. Objet

The purpose of this Agreement is to lay down the general terms and conditions under which Yogosha agrees to (i) grant to the Client a license to use the Platform, (ii) provide the Associated Services if any to the Client.

3. Entire Agreement and Contractual Hierarchy

All agreements, discussions, offers, contracts, proposals and exchanges between the Parties having the same subject-matter as the Agreement are excluded from the scope of the Contract Documents. This Agreement expresses the entire agreement between the Parties with respect to the subject-matter defined herein, and cancels and supersedes all prior contracts, agreements and understandings that may have been entered into by the Parties. This Agreement may only be varied pursuant to a written amendment, signed and dated by the representatives of the Parties.

The Contract Documents for this Agreement are exclusively comprised of the documents listed below in decreasing order of precedence:

-This Agreement, together with any possible amendments thereto; and

- The following schedules to the Agreement, listed in decreasing order (the "Schedules"):
 - Schedule 1: Description of the Services
 - Schedule 2: Hunter selection process
 - Schedule 3: Service levels and Platform availability
 - Schedule 4: Transfers of personal data
- Purchase orders for the supply of Associated Services.

In case of conflict between two or more of the documents listed above, the later listed document shall prevail. The Parties have agreed that any terms and conditions displayed on the Client's purchase order shall not prevail over this Agreement and especially the payment terms and liability cap.

4. Subscription to the Platform and Associated Services

The Client is required to take out a Subscription in order to access and use the Platform in accordance with Section 6 below.

The Subscription chosen by the Client shall lay down in particular the package subscribed to, the number of Pentest token to launch Pentests, the activation of the VOC, the supply of Associated Services if any (Triage, Pentest in situ, Physical Intrusion, ...).

It stems from the above that the Client may also order specific Associated Services by issuing purchase orders (Live Hacking Events, testing of IoT by Hunters on premises, ...). Any purchase orders signed by the Parties shall be added as a schedule to this Agreement.

5. Term

This Agreement shall become effective on the date of signature by the Parties, and shall remain in full force and effect for an initial term of one (1) year, whereupon it shall be automatically renewable for successive periods of one (1) year each, unless terminated earlier by notice given by a Party in accordance with the conditions laid down below.

Any Party not wishing to renew the Agreement shall send notice of termination by e-mail to the other Party no later than thirty (30) calendar days before the termination/automatic renewal date as follows:

- Yogosha, by sending an e-mail to the Client Manager;
- The Client, by sending an e-mail to stop@yogosha.com.

Otherwise, the Agreement and the Subscription taken out by the Client shall be renewed automatically for the period indicated above.

During the term of the Agreement, the Client may launch as many Bug Bounty Campaigns as it wishes by setting up new Programs, under the conditions set out below in the light of the package he subscribed to.

Notwithstanding the above, it might occur that some Campaigns (Bug Bounty, VDP, Pentest, ...) could take place during the term of the Agreement and terminates after the expiry or termination of the Agreement. In this event, the Parties agree that the Agreement shall survive to cover the length of the Campaign and make sure that the Hunters are rewarded accordingly. Any validated report must be paid by the Client notwithstanding the expiry or termination of the Agreement.

6. Access to and use of the Platform

6.1 – Conditions of access to the Platform

Once this Agreement has been entered into, Client's Authorized User or Users will be invited to register themselves on the Platform by providing their professional e-mail address and by creating an associated password via the following URL link: <https://app.yogosha.com/signup/organization>. Access to the Platform requires the use of credentials (the "Credentials").

The Client commits itself to activate the 2FA on his account. The 2FA is a technical and organizational measure implemented by Yogosha in compliance with article 32 of the GDPR. If the Client is willing to do so he will also be able to log himself in SSO.

An Authorized User can access the Platform only by using the Credentials assigned to that individual and agrees not to disclose them to unauthorized third parties.

The Client commits himself or herself to regularly update them and to choose strong passwords (12 characters long at least, combination of letters, numbers and special characters, no personal information, different password from the one used for other services to avoid credential stuffing, etc.) and to activate the two-factor authentication which is mandatory as lay down above.

The Client will log himself or herself under his/her sole responsibility and will also be the sole liable for the connection made by the Client's Authorized Users. The Client shall control access to the Platform by Authorized Users and warrants their use of the Platform in accordance with this Agreement. In no event whatsoever will Yogosha be jointly or severally liable for the illegal use of the Platform by the Authorized Users or any breach of an Authorized User and or the Client.

The Client agrees to inform Yogosha immediately (i) if the Client has reasons to suspect or if it discovers any potentially improper use of the Credentials by one or more of its Authorized Users; or (ii) in case of any security breach involving the Credentials (identity theft, account takeover, credential stuffing, ...).

The Client also acknowledges and accepts that the Parties will rely on the services of the payment service provider (PSP) MangoPay, which are necessary to enable the Client to create a Wallet. In this respect, the Client is required to (i) open an account with MangoPay by accepting its Terms and Conditions; and (ii) appoint, upon the signature of this Agreement, Yogosha to act as an agent for payment services with MangoPay. It stems from the above that the Client must read the Terms and Conditions of MangoPay which are available [here](#).

6.2 – Organization of a Bug Bounty Program

Provisioning a Wallet

The launch of a Bug Bounty Campaign requires the Client to previously provision its Wallet so as to be able to make Rewards to Hunter under Campaigns carried out by the Client during the term of the Agreement. If there is any outstanding balance, the launch of the Bug Bounty Campaign will not be allowed.

Setting up a Bug Bounty Program

The Client may launch Bug Bounty Campaigns by setting up a Bug Bounty Program from the Client Dashboard.

Depending on the Subscription chosen by the Client, the number of Targets to be Tested over a defined period is limited.

DOCUMENT CONFIDENTIEL

The Bug Bounty Program set up by Client defines a series of terms and conditions applicable to the Bug Bounty Campaign, and shall specify, at a minimum:

- the Target to be Tested and the Client's expectations;
- the types of Security Vulnerabilities and the corresponding Bug Bounty Rewards;
- Authorized Operations and not permitted actions;
- as applicable, the Hunters invited to join a Bug Bounty Campaign if the Campaign is private;
- as applicable, it can also include any confidentiality obligations applicable to the Hunters above and beyond those arising under the Terms of Use, modify the terms of assignment of rights over any Security Vulnerabilities discovered by them, and set out the requirements in relation to personal data.

The Client is informed that any inaccuracy or inconsistency in setting up a Bug Bounty Program may affect the quality of the services provided by the Hunters.

Accordingly, to ensure that the Program is consistent, complete and understandable for Hunters, Yogosha will assist the Client in the drafting of its Bug Bounty Program by validating each Program set up by it so as to check that the amount of the Wallet is sufficient to launch the contemplated Program. As applicable, Yogosha will ask the Client to complete and/or clarify the information set forth in its Program.

Duration of a Bug Bounty Campaign

The validation of the Program by Yogosha, in accordance with the provisions set out below, triggers the launch of the Bug Bounty Campaign.

During the term of the Bug Bounty Campaign, the Hunters who accept the terms of a Bug Bounty Program will be invited to hunt for Security Vulnerabilities in the Client's Target to be Tested as defined in the Program.

If a Researcher discovers a Security Vulnerability in-scope, the Client shall pay that Researcher the Reward under the conditions defined by the Client in the Bug Bounty Program and as per the assessment made by Client of the Security Reports produced by the Researcher. During the triage of the Security Report, a picklist will be displayed that will ease the ranking of Reports for the Client according to the following choices:

- **Duplicate:** vulnerability already identified earlier by another Hunter which will not be paid by the Client
- **Not a vuln:** vulnerability that is not a vulnerability (ex : honeypot of the Client)
- **No fix:** vulnerability already known by the Client that he will not fix for strategic purposes (roadmap already full, no bandwidth internally to fix the bug)
- **Out of scope:** vulnerability brought to the attention of the Client by the Hunter that does not fall within the ambit of the scope detailed thoroughly by the Client during the draft of the Campaign.

The type of vulnerability is the one laid down by the OWASP.

The Client may decide to end a Bug Bounty Campaign at any time for convenience, provided it has previously validated all pending Security Reports and has paid, as applicable, any accepted Security Reports.

Receipt and validation of Security Reports

The Hunters who consider that they have identified Security Vulnerabilities under a Bug Bounty Campaign shall submit a

Security Report to the Client depicting the detected Vulnerability. The Client is notified of the receipt of Security Reports in its Client Dashboard and by e-mail sent to its e-mail address.

Upon reception of a Security Report, the Client has five (5) days to validate it without or without objections, to refuse validation or ask the the Hunters further details through the chat. Failing to address the Security Report during a reasonable time period, the Security Report is deemed validated and the corresponding Bug Bounty Rewards will be paid to the Hunter automatically. It is agreed that the Client may not refuse to validate a Security Report that complies in all respects with the terms and conditions laid down in the corresponding Bug Bounty Program.

6.3 – Restrictions

While Yogosha does not prohibit Bug Bounty Campaigns on Targets to be Tested in a production environment, or in a critical infrastructure or systems of critical infrastructure operators (CIO), notwithstanding, the Client shall bear in mind and acknowledges that it can entails security risks and the risk of disruption to such production environment. In any case, Yogosha recommends that any Client wishing to launch a Bug Bounty Campaign in a production environment should take all necessary emergency and back-up measures beforehand, as well as to comply with any regulations applicable to these environments and to the tests they may host.

The Client agrees to refrain to use the Platform to carry out Bug Bounty Campaigns likely to:

- affect "critical" infrastructure or systems of critical infrastructure operators (CIO) subject to the law on military planning (in the sector of energy and more specifically the nuclear sector, in the sector of transportation, and more specifically the aeronautical sector, and in the military, health and financial system sectors);
- lead to death or personal injury;
- endanger the buildings' security;
- cause malfunctions on a physical production chain;
- cause malfunctions or impairments of the Client's Information System if the latter interacts with systems operated by third parties falling within the previous cases (critical systems, harm to individuals, etc.).

For the avoidance of doubt, it is specified that Yogosha is not familiar with the Client's Information System and it is possible that it may validate a Bug Bounty Campaign containing one of the above restrictions. The Client has sole responsibility for not submitting a Campaign involving any such restriction.

7. Financial terms

7.1 – Terms of payment

All prices are stated excluding tax, VAT at the applicable rate being payable additionally.

Invoices are payable thirty (30) days as of the date issued.

Yogosha issues its invoices on a weekly or monthly basis, with a copy by e-mail to the Client Manager.

Invoices are payable by wire transfer to the bank account indicated on the invoice. In case of late payment, a flat collection charge of a statutory amount of €40 shall apply as of the first day payment is past due, in accordance with section L.441-3, L.441-6(12) and section D.441-5 of the French Commercial Code.

DOCUMENT CONFIDENTIEL

Late payment penalties shall also apply as of the first day payment is past due, on a prorata temporis basis, at an annual rate equal to three (3) times the statutory interest rate.

No discount shall be granted in case of early payment.

7.2 – Financial terms of the Subscription and of the Associated Services

In consideration of the Subscription taken out by the Client, which includes the license to use the Platform given by Yogosha to the Client, the Client agrees to pay the price indicated in the quote signed by the Client.

For orders of Associated Services, the average daily rate practiced for the year 2022 is the following: €1,100 excl. tax / day.

To respect the balance of the agreement between the Parties, the prices shall be updated one (1) year after the date of signature of the Agreement, and thereafter every year on the anniversary date of the Agreement in accordance with applicable law, by applying the following formula: $P = P_o \times Si/So$

Where:

- P represents the revised price
- P_o represents the initial price
- Si represents the value of the INSEE index on the date of the review
- S_o represents the initial value of the INSEE index on the effective date of the Agreement

7.3 – Financial terms of Bug Bounty Campaigns

Client's appointment of Yogosha as an agent for payment services under the conditions set out in Section 6.1 above entails an express authorization given to Yogosha, acting in the name and on behalf of Client:

- to grant Bug Bounty Rewards to the Hunters, as defined by the Client in the Bug Bounty Program, within the limit of the Wallet funds; and
- to pay Yogosha its Service Provider's Compensation.

During the course of a Bug Bounty Campaign, Client's validation of a Security Report notified by a Hunter entails agreement by the Client to pay such Hunter the corresponding Reward, defined in the Bug Bounty Program. Client shall pay the Researcher within a maximum of ten (10) days following the day of the validation of the Security Report.

Service Provider's Compensation under a Bug Bounty Campaign corresponds to twenty-five (25%) percent of the amounts paid by the Client into the Wallet. This percentage may vary depending on the type of Subscription taken out by the Client. This compensation shall be automatically due to Service Provider and shall be debited by Service Provider via the MangoPay service upon payment of the Bug Bounty Rewards by Client.

During the course of a Bug Bounty Campaign, whenever the Wallet falls below the contemplated Bug Bounty Rewards, or when the remaining balance in the Client's Wallet is not sufficient, Yogosha shall inform Client in writing, and invite it to top up the Wallet. Between receipt of that notice and such time as Client addresses the situation of insufficient funding, the Client may no longer launch Bug Bounty Campaigns.

At any time during the performance of the Agreement, the Client may request, in writing, the withdrawal of all or some of the amounts in the Wallet, provided that:

- Client does not have any Bug Bounty Campaign in progress; and

- all Security Reports for previous Bug Bounty Campaigns have been validated and paid by Client.

Client is hereby informed and agrees that any amounts remaining in Client's Wallet, after payment in full of any Security Reports awaiting validation, shall be paid to Yogosha:

- thirty (30) days following written notice sent by Yogosha to Client inviting it to recover the amounts remaining in the Wallet, in case (i) of prolonged inactivity by Client, characterized by the absence of any new Bug Bounty Campaign during a period of one (1) year as of the last Bug Bounty Campaign completed, or (ii) six (6) months after the end of Client's unrenewed Subscription; or
- in case of termination of the Agreement by Yogosha due to breach by Client, in accordance with the provisions of Section 18 below.

8. Intellectual property

8.1 – Ownership of the Platform & user license

Ownership of the Platform

Client acknowledges that Yogosha and/or its licensors are and shall remain the sole owners of the Platform, its Documentation and all of the elements of the Platform, including, but without restriction, any texts, graphics, images, logos, company or product names, trade names, trademarks, techniques, processes, know-how, sounds, photographs, videos, drawings, data, object code and source code and all associated rights, including all intellectual property rights.

This Agreement in no way entails any sale or transfer of all or part of the Platform. Use of the Platform may under no circumstances be construed as granting any rights in or to the Platform to Client, with the exception of any rights licensed hereunder.

Access and use license

Provided the Client has duly paid the Rewards and subscription fees to Yogosha, Yogosha grants Client, under the terms set out herein, a non-exclusive, non-transferable and non-sublicensable right to access and use the Platform, for its internal business purposes only and of the duration indicated in Section 5 above.

The right of access and use given to Client includes in particular the right for Client to allow its Authorized Users to access and use the Platform in accordance with the Agreement and its Documentation.

Client agrees to ensure that Authorized Users comply with all of the terms of use of the Platform and the terms of this Agreement. To that end, Client agrees in particular to control the access to the Platform by Authorized Users and to ensure that it is used by them in accordance with the Documentation and this Agreement.

Except for the rights specifically listed above, no other right in or to the Platform is granted to Client. Except as expressly authorized under this Agreement, Client and Authorized Users are prohibited from:

- using the Platform and its Documentation for any purposes other than strictly contemplated in this Agreement;
- modifying, adapting, altering, translating or creating any derivative work based on the Platform, any component thereof, or the Documentation;
- reproducing any one of the elements of the Platform or its Documentation;

DOCUMENT CONFIDENTIEL

- attempting to reconstruct the Platform's computer code, in particular by using reverse engineering methods, decompiling or attempting to obtain the Platform's source code, except to the extent permitted by applicable legislation; and
- interfering with the legitimate interests of Yogosha, and in particular its intellectual property rights or any other right relating to the Platform and to its Documentation
- modify, alter, delete, bypass or hack in any way whatsoever the security systems of the Platform such as access rights or authentication.

Warranty of noninfringement and hold harmless clause

Yogosha agrees to defend and to hold Client harmless from and against any claim or lawsuit alleging that the Platform infringes the intellectual property rights of a third party, provided that:

- Client's use of the Platform does not infringe the provisions of this Agreement;
- Client immediately notifies Yogosha by registered letter with acknowledgment of receipt, of the existence of such an action in writing and provides Yogosha with all the information allowing it to defend its interests;
- Yogosha has sole control over the defense against the claim or lawsuit; and
- The Client shall not make any acknowledgment or statement of any kind which might be detrimental to Yogosha's defense;
- Client provides Yogosha with reasonable assistance in the defense against the claim or lawsuit.

In this respect, Yogosha shall hold Client harmless for the amount of any enforceable decision. It has been agreed between the Parties that the latter is Client's sole and exclusive remedy in respect of any such claim or lawsuit and shall preclude the Client of any further right or remedy.

If Yogosha considers that a claim or lawsuit, as contemplated hereunder, could prevent Client from using the Platform, it shall attempt to (i) obtain the necessary rights for Client to be able to continue using it; or (ii) modify or replace it with a functionally equivalent solution. If Yogosha in the light of the state of the art, cannot find any legal alternative, it may terminate the Agreement and refund Client any positive balance remaining in the Wallet, if one or more Bug Bounty Campaigns are underway, as well as any amount paid in advance on the basis of the Subscription, pro rata to the time remaining until the end of the Subscription.

Within the limits of Article "Liability" of this Agreement, Yogosha shall be liable for (i) any damages which the Client may be ordered to pay by an enforceable court decision provided the infringement is exclusively attributable to Yogosha, or (ii) any damages payable by the Client under a transaction concluded in the aforementioned context, provided that Yogosha is a signatory thereto or has agreed in writing to the amount of the award and the terms of the settlement.

The provisions hereof do not apply to third-party products, software, deliverables or open source software, if any, incorporated into the Platform, which are provided by Yogosha on an "as is" basis, without any warranty of any kind, without prejudice to any warranties granted by their publishers or suppliers.

The foregoing provisions set the limits of Yogosha's liability to the Client for infringement of intellectual property rights. Yogosha

does not grant any other warranty than the one laid down herein.

The Client undertakes to refrain to alter any of the mentions of ownership and the trademarks or distinctive signs that may appear on the Platform in the way it operates the Platform or accesses the Platform from its information system. The User will refrain to alter the front in such a way that it deprecates its final use of the Platform.

It is agreed between the Parties that the Client shall refrain itself to behave in bad faith with Hunters that are available through the Directory of Hunters and shall commit to act in good faith and in compliance with applicable laws while using the directory. The directory of Hunters is deemed as a database which is protected under intellectual property rights and does belong to Yogosha.

The Client acknowledges that Yogosha may monitor compliance with the conditions and restrictions of use remotely or by any other means, including via the audit provisions set forth in this Agreement.

8.2 – Ownership of Client elements

Client shall remain the owner of all information displayed in its Client Dashboard, and in particular the content of its Bug Bounty Programs, Security Reports validated and duly paid by Client pursuant to Section 8.3 below and, more generally, all data of Client to which the Hunters have access during a Campaign (hereinafter "Client Data").

Client's Data is deemed confidential information, within the meaning of the "Confidentiality" section below.

Client is responsible for all Client's Data it loads and/or shares via the Platform from its Client Dashboard. In this respect, Client warrants that it has all of the rights and authorizations required for use of the data and is fully liable of its quality, legality and relevance whenever it uploads and/or shares via the Platform on its Client Dashboard. Consequently, Yogosha shall not be held liable to any third party in the event that the Client's Data do not comply with public order or any applicable laws and regulations. Client agrees to defend and hold Yogosha harmless from and against any claim or lawsuit alleging that Client's Data infringes a third party's rights.

8.3 – Ownership of the results of Bug Bounty Campaigns

By default, the Bug Bounty Program provides for the terms of the assignment, by the Hunters to the benefit of Client, of the documentation on Security Vulnerabilities discovered by them, in particular the Security Reports, as well as any other associated intellectual property right if any. Client is invited to adapt these terms of assignment in the Bug Bounty Program in line with its needs and in compliance with applicable laws. It is agreed between the Parties that the intellectual property rights of the Security Reports shall inure to the Client.

For the sole purpose of the provision of the Services, and in particular the review of Security Reports, Client hereby grants Yogosha, for the term of this Agreement, a free right to access, use, reproduce and modify the results of Bug Bounty Campaigns.

Yogosha has the possibility of retaining the data extracted from the reports after having anonymized them, and of using the data collected for improvements of the quality of the Platform. The purpose underlying the processing of such anonymized data is to improve its preventive service approach and the availability of the Hunters.

9. Maintenance and service levels

9.1 – Platform maintenance services

Yogosha shall maintain the Platform. For maintenance reasons, the Platform may be inaccessible during the time required to carry out maintenance operations.

In the context of maintenance, Yogosha shall make its best efforts to ensure that:

- maintenance work is carried out preferentially during periods when the Platform is least used. On an indicative basis, these periods could be the following (French timezone):
 - o Fridays between 1 am and 5 am,
 - o Sundays between 1 am and 5 am,
- the Client Manager is informed at least seven (7) days in advance that the Platform will be unavailable for maintenance reasons; and
- the maintenance work is carried out so as to minimize downtime on the Platform.

9.2 – Anomaly management

Client shall inform Yogosha promptly of any Anomalies that occur by e-mail to the following address: support@yogosha.com.

For each Anomaly report, Client agrees to provide as many details as possible concerning the nature of the Anomaly, its duration, its characteristics, the affected feature(s) of the Platform, the time when the Anomaly occurred (timestamp) and any mitigation step undertaken by Client to cure the Anomaly.

It is hereby specified that Anomalies do not correspond to problems that are due to:

- factors outside the control of Yogosha (for example, a network failure);
- unauthorized access to the Platform using Client's Credentials or systems, or to failure by Client to comply with appropriate security rules; or
- abnormal use of the Platform by Client or contrary to the Documentation or Yogosha's instructions.

Yogosha shall do everything possible to act within the response and repair times corresponding to the Subscription taken out by Client, as featured in the quote signed by the Client, and with the SLAs detailed in Schedule 3.

The response time corresponds to the total period of time elapsed from the time the Anomaly is reported to Yogosha by Client in accordance with the provisions hereof. The repair time means the total time elapsed from the time when the reported Anomaly is ticketed by Yogosha, until its resolution, either via a workaround or a permanent fix.

9.3 – Availability of the Platform

In addition to downtime due to maintenance work, bugs may affect the Platform, causing its temporary interruption.

Yogosha shall make its best efforts to ensure the availability of the Platform in accordance with Schedule 3 below.

10. Yogosha's obligations

Yogosha shall make its best efforts, based on its expertise as a professional in IT security and in the organization of campaigns to detect security vulnerabilities, to (i) ensure the quality and the professionalism of the community of Hunters, and to (ii) advise and support the Client in its use of the Platform. In this respect:

- Yogosha shall select the Hunters in accordance with the selection process outlined in Annex 3 below, designed to ensure their skills, know-how and professionalism;
- Yogosha shall ensure that its Hunters abide by the Yogosha Bug Bounty Charter, where the Hunters commit themselves to undertakings, in particular regarding security, confidentiality, and compliance with professional rules in their search for Security Vulnerabilities.
- In the scope of any Bug Bounty Campaign launched by the Client, Yogosha shall advise the Client on the drafting of a Bug Bounty Program by validating the Programs submitted by the Client, in order to (i) clarify the requests made to the Hunters, including the Authorized Operations, in view of ensuring the optimal efficiency of the Campaign conducted by Client; and (ii) alert Client, insofar as reasonably possible considering the state of the art and the fact that Yogosha is not familiar with Client's Information System, whenever it considers that the content of a Program drafted by Client seems likely to present a risk, in legal terms or in terms of the security of Client's Information System;
- Yogosha shall connect the Client with the Hunters taking part in Client's Bug Bounty Campaign;
- for the purposes of the Client relationship management and the monitoring of this Agreement, two semi-annual steering committee meetings will be held (see section 22.4).
- In the framework of a VDP program, the Client acknowledges that Yogosha shall not be liable of the Reports submitted by the Hunter or of the actions undertaken by the Hunters as they were not selected as per the selection process with a CTF.

11. Compliance Warranty

Yogosha warrants that the Platform will perform substantially in accordance with the Documentation during a period of thirty (30) days from the date the Credentials are made available to the Client. During that period, Yogosha shall make its best efforts to correct, or to supply a workaround solution for any non-compliance of which Yogosha is given written notice by the Client. If Yogosha fails to fix the non-compliance or supply a turnaround solution for it within a period of ninety (90) days from the date of written notice by the Client, the Client may terminate the Agreement by giving notice of thirty (30) days and obtain a refund of any fees paid by the Client under this Agreement. The Client acknowledges and agrees that such refund constitutes sole and exclusive remedy in case of breach by Yogosha of the provisions of this section.

The Client acknowledges and accepts that Yogosha licenses the Client to use the Platform without giving any warranty other than that set out in section 11. In particular, Yogosha does not warrant that the Platform will be error-free, that it will operate without interruption or that it will meet the Client's needs.

Yogosha may also find itself required to temporarily suspend access to all or part of the Platform, in particular due to technical maintenance reasons, without Yogosha incurring any liability on this basis. It is also specified that the internet, IT and telecommunications systems are not error-free and that interruptions, delays and failures may occur. Yogosha does not provide any warranty in this respect and disclaims any and all

liability for any damage that may arise out of the use of the internet, IT and telecommunications systems.

12. Client's obligations

Prior to the launch of a Bug Bounty Campaign, the Client represents and warrants that it has all of the rights and authorizations in relation to the Client's Information System required for implementation of that Campaign. In particular, the Client, upon whose invitation Hunters shall carry out on the Target to be Tested, shall ensure that:

- In case the authorization of a third party is necessary for the Hunters to be able to access and remain in the Client's Information System, express written authorization has been obtained from such third party prior to the start of the Bug Bounty Campaign;
- The Bug Bounty Campaign has for its sole purpose to scan and carry out security tests on IP addresses or domain names belonging to the Client or in respect of which it has obtained an authorization from the hosting provider and/or all relevant service providers; and

13. Authorization to access the Client's Information System and/or the Target to be Tested

Each Bug Bounty Program set up by the Client shall include an authorization given by the Client for the Hunters to conduct the Bug Bounty Campaign as defined in such Program, authorizing the Hunters to (i) perform the Authorized Operations; and (ii) access and remain in the Client's Information System and/or the Target to be Tested. This authorization entails a waiver by the Client of any action against the Hunters and/or Yogosha based on a claim by the Client that access by the Hunters, or their continuing presence in Client's Information System/the Target to be Tested constitutes a violation of sections 323-1 *et seq.* of the French Criminal Code.

It is specified that the authorization given by the Client under this section in no event covers access to or the continued presence of the Hunters in the Client's Information System and/or the Target to be Tested (i) that is out of the scope defined by the Client in the relevant Program, or (ii) once the Bug Bounty Campaign is over.

The Client undertakes to liaise in a respectful manner towards the Hunters and in particular to:

- liaise with the Hunters in compliance with applicable laws;
- Inform the Hunters in a timely manner in the event of a change in criticality of Vulnerabilities, Program or reward;
- Evaluate objectively the Vulnerabilities reported by the Hunters;
- Refrain to discriminate the Hunters;
- Process Security Report submitted by the Hunters in a reasonable time period;
- Validate any Security Report that meets the Client's expectations as set out in the applicable Program;
- Pay rewards due to Hunters according to the Client's Program and the ULA within the agreed period which must be reasonable;
- Top up the Wallet when it falls below the contemplated Rewards, or when the remaining balance in User's Wallet is outstanding;
- Refrain to act fraudulently;
- Refrain to make any defamatory statements about the Hunters;

- Try to resolve disputes with a Researcher amicably and, in the event of failure to reach an amicable settlement with the Researcher, to abide to the mediation mechanism.
- The Client also undertakes to act with care when using the Platform, and in particular to:
- Carefully assess the sensitivity of the Target to be tested or the assets within the framework of a CVD Program.
- Minimize, and protect as far as possible, Personal Data that could be accessed by Yogosha Hunters

14. Subcontracting

Yogosha may, if it deems necessary, rely on the services of any subcontractor of its choice for the performance of all or part of the services provided that the services performed by the subcontractor are consistent with the terms of this Agreement and Yogosha remains liable for such services.

Prior to the signature of the Agreement, Yogosha shall inform the Client of the name and contact details of its subcontractor(s).

The Parties acknowledge that Hunters, acting pursuant to agreements specifically entered into with the Client via the Platform are not subcontractors.

15. Force majeure

Neither Party's shall incur any liability due to nonperformance of any one of their obligations under this ULA when such nonperformance is due to an event which has the characteristics of force majeure.

The Party relying on a force majeure event must, as soon as such event occurs, notify the other Party by registered letters with acknowledgement of receipt; it will then be relieved from performing its obligations under the Agreement for the duration of such an event. However, if this event should last more than thirty (30) days, the Parties may agree to terminate the Agreement accordingly.

The following are considered as force majeure events, in addition to those usually deemed as such by the caselaw: war, civil or social unrest, a court injunction, non-performance of its obligations by a third party, including failure to supply electrical energy, heating, air conditioning, telecommunications, hosting of data. Impediments of a temporary nature shall relieve Yogosha from its obligations for the duration of the impediment plus an appropriate period of time for the restoration.

16. Liability

In case of breach by a Party of any of its contractual obligations, the other Party shall be entitled to obtain compensation for damages directly caused to it by the other Party.

The maximum aggregate liability of the Parties under this Agreement is capped at the amount paid by the Client to Yogosha under the Agreement during the twelve (12) months preceding the occurrence of the event giving rise to liability. This limitation of liability reflects the overall financial balance of the Agreement intended by the Parties.

Neither Party shall be liable for any damages caused by the other Party, by a third party, or by an event of force majeure as defined Section 15, or for indirect damages.

Additionally, it is expressly agreed that whenever the Client takes the risk of launching a Bug Bounty Campaign on a Target to be Tested in a production environment, Yogosha will not be liable for any damages resulting from any:

- breach of confidentiality in connection with the

Target to be Tested and/or the Client's Information System;

- loss of integrity of the Client's data; or
- loss of availability of the Target to be Tested and/or of the Client's Information System.

17. Suspension of access to the Platform

Without prejudice to any other right or remedy, Yogosha may temporarily or permanently (i) suspend or discontinue a Bug Bounty Campaign; or (ii) suspend the Client's access to its Client Dashboard, in case of:

- a claim by a third party that a Bug Bounty Campaign damages its interests or causes death or bodily harm;
- use by the Client of the Platform in a manner that is infringing the provisions of the Agreement or that is contrary to applicable laws and regulations;
- request by a public authority, and in particular a judicial authority; or a Law Enforcement Agency
- in case of failure by the Client to pay an invoice on its payment due date, which failure is continuing thirty (30) days after receipt by the Client of a payment default notice sent by Yogosha by e-mail.
- The Client attempts to contract directly with Yogosha Hunters outside the framework of this Agreement

These suspension measures shall continue for the time necessary for Yogosha to determine the legitimacy of the request and/or, as applicable, for the Client to remedy the breach.

18. Termination

Without prejudice to any other right or remedy they may have, in case of breach by either Party of their contractual obligations, the Agreement may be terminated by the aggrieved Party, in case the breaching Party has not remedied such breach within thirty (30) days of the date of notice of breach and opportunity to cure sent by registered post with receipted delivery.

In case of termination due to breach by the Client, Yogosha will not refund to the Client the amounts credited in the Wallet, without prejudice to any other rights Yogosha may have, and in particular the right to claim damages.

In case of termination due to breach by Yogosha, Yogosha shall return the positive balance of the Wallet, without prejudice to any other rights the Client may have, and in particular the right to claim damages within the limits of the liability cap foreseen in this Agreement.

19. Confidentiality

For the purposes of this Agreement, all information disclosed by the Parties under this Agreement and its Schedules, or during the course of the negotiations prior to the conclusion of this Agreement, regardless of its nature (financial, commercial, technical, etc.), or of the medium in which the information is disclosed or made available and the mode of disclosure, is confidential (hereinafter "**Confidential Information**").

Confidential Information shall, not, however, include information or data that (a) is received in good faith from a third party, who was or is not bound by any duty of confidentiality or secrecy towards the disclosing Party, at the time of such disclosure to the receiving Party; or (b) is already publicly known prior to disclosure by the disclosing Party to the receiving Party, or subsequently becomes publicly known, but in this last case, through no fault of the receiving Party; or (c) a Party can evidence was already in its possession prior to the signature of the

Agreement.

Notwithstanding the foregoing, each Party may also disclose the other Party's Confidential Information if required by order of a court of competent jurisdiction, but only to the extent strictly required.

The Parties agree not to use the Confidential Information for any purposes other than those contemplated under this Agreement, and to protect it and keep it strictly confidential by taking at least such measures as it takes to protect its own confidential documents and information of similar nature.

The Parties agree to restrict access to Confidential Information to only those of its employees having a need to know it for the performance of the Agreement and who are bound by a confidentiality obligation that is substantially similar to what is laid down herein, it being understood that each Party shall remain fully liable for the use made by its employees of the Confidential Information.

The Parties may also disclose Confidential Information to third parties when strictly necessary for performance of the Agreement, by using the highest standard of care to ensure its confidentiality, and by undertaking that such third parties will abide by the confidentiality of the Confidential Information disclosed.

The Parties may also disclose Confidential Information when disclosure is required under applicable laws and/or regulations, or if required by an authority legally empowered to request disclosure (law enforcement agencies, ...). In such case, the Party concerned shall, unless stated otherwise by applicable law, promptly inform the other Party of such requirement to enable it to seek any remedies available to it.

All of the confidentiality undertakings laid down herein shall survive for **five (5) years** after the expiry or termination of the Agreement.

For the avoidance of doubt, it is hereby specified that the Hunters are also subject to stringent confidentiality obligations set out in the Terms of Use accepted by them by registering on the Platform and, as applicable, in the Client's Program, which can comprise confidentiality obligations, in particular in terms of disclosure to the public of any Security Vulnerabilities discovered by the Hunters.

20. Triage and CSM Team :

In the event where the Client is not willing to handle the triage of the Security Reports submitted by the Hunters, the Client can entrust Yogosha CSM team to do so. The Triage undertaken by Yogosha is invoiced accordingly if the Client decides to subscribe to this option.

The Client acknowledges that Yogosha CSM Team has no obligation of results when it comes to triage.

The Client will have access in his Dashboard to a mediation button in the event where he is willing to find a solution to an issue encountered with a Hunter regarding the Reward to be paid (issue regarding the type of vulnerability fund and on the amount of the Reward).

21. Data Protection and Privacy

Personal Data will be processed during the performance of this Contract in compliance with applicable laws and in particular the General Data Protection Regulation of the 25th of May, 2018, hereinafter the « GDPR » and the Bill n°78-17 of the 6th of

DOCUMENT CONFIDENTIEL

January 1978 (hereinafter designated as the « **Data Protection Applicable Laws** »). It has been agreed between the Parties that all the terms laid down in this Contract shall refer to the definitions of the GDPR (Article 4 of the GDPR). A Data protection Agreement (hereinafter « **DPA** ») is attached herein in compliance with the article 28 of the GDPR (Annex 5).

22. Destruction and Return of Confidential Information

Upon Disclosing Party's request or the effective date of expiration or termination of the Contract, except to the extent it is legally entitled or required to retain the Confidential Information, the Receiving Party shall promptly destroy or return to the Disclosing Party, at the Disclosing's Party election, all materials containing the Disclosing Party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof of based thereon (whether in hard-copy form or on intangible media) provided however that:

- A) If a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and
- B) The Receiving Party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems that are not generally accessible, in accordance with general systems archiving or backup policies.

23. Audit

Provided a prior notice is sent in writing fifteen days before the audit, Yogosha is entitled to undertake an audit thanks to an independent auditor once per year. The Parties shall liaise to appoint jointly an independent auditor before the launch of the audit. In the event where the audit would reveal a breach of the Client, the audit costs shall be borne by the Client. Once the audit report will be released, in the event where breaches need to be remedied, the Client will cure the breach within thirty days upon receipt of the audit report.

24. Miscellaneous

24.1 – Severability :

If any provision of the Contract is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Contract. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in cases of contractual gaps.

24.2 – Entire Agreement :

The Contract constitutes the complete and exclusive statement of the agreement between Yogosha and the Client in connection with the Parties' business relationship related to the subject matter of the Contract. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Contract and the Parties disclaim any reliance on them. The Contract may be modified solely in writing signed by both Parties, unless stated otherwise in this Contract. The Contract shall prevail over terms and conditions of any Client-issued purchase order, which will have

no force and effect, even if Yogosha accepts or does not otherwise reject the purchase order.

24.3 – No Waiver

A waiver of any breach of the Contract is not deemed a waiver of any other breach.

24.4 – Notices

For the purposes of this Agreement, the Parties choose as their address for notices their respective addresses displayed on the cover page of this Agreement. All notices or more generally all communications between the Parties required or permitted hereunder shall be sent to the address of the relevant Party indicated on the cover page of this Agreement. **Notices sent to the Client Manager by e-mail are also permitted under this Agreement, in particular for late payment notices, as is hereby expressly accepted by Client.**

24.5 – Publicity

The Client hereby grants the right to Yogosha to use their name (trade name, logo, trademarks or any identifying material) on any marketing materials and may use Client's name in quarterly calls with its investors, or at times mutually agreeable to the Parties as part of Yogosha's marketing efforts (including reference calls and stories, press testimonials).

24.6 – Electronic Signature

The Parties will sign the Contract electronically. In compliance with articles 1366 and 1367 of the French civil Code, the Parties acknowledge that the electronic signature shall be binding and has the very same value as a document signed manually.

24.7 – Third Party Beneficiaries :

Notwithstanding any other provision in this Contract, nothing in this Contract shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

24.8 – Assignment :

Without Yogosha's prior written consent, the Client may not assign or transfer the Contract (or any rights or obligations) to any third party. Yogosha may assign the Contract to its Affiliates without Client's prior endorsement.

24.9 – Anti-Corruption:

Yogosha is committed to promoting business practices that are ethical, transparent and compliant with current legislation. The fight against corruption is at the heart of our corporate values and culture. Yogosha is committed to fighting corruption in all its forms, including extortion and bribery. Yogosha ensures that its employees do not engage in any conduct that might contravene anti-corruption regulations.

Thus, in the context of mutual trust and cooperation, Yogosha expects the Customer to also take appropriate measures to maintain loyal behavior, avoiding acting in contradiction to current legislation and to the essential principles of its business.

This Agreement is governed by French law.

25. Applicable law - Jurisdiction

In the event of a dispute relating to the conclusion, performance and/or termination of the present Contract, the Parties agree to meet beforehand in order to find an amicable solution to their dispute. If no agreement has been reached by the Parties within thirty (30) days of written notification of amicable resolution of the dispute sent by the most diligent Party to the other Party, the Parties agree that their dispute will fall within the exclusive jurisdiction of the courts of the Versailles Court of Appeal.

Annex 1 : Services Description

Yogosha is the publisher and technical operator of a trusted platform that enables companies using it to discover and correct their security vulnerabilities in their information systems, thereby avoiding future incidents.

This coordinated vulnerability disclosure ("Bug Bounty") platform offers services to Clients to support them with their programs to secure their external and application assets (definition, delegated management, community management, promotion, etc.).

The Yogosha solution is structured around two activities:

1. Connecting and intermediating with a vetted community of expert cybersecurity researchers. The selection process offers sufficient assurances for the success of a Bug Bounty Program, as concretely enabling:
 - Validation of the researchers' ethics, in particular as a result of taking them out of anonymity.
 - Validation of their technical skills through an array of real-life vulnerability tests. On average, 25% of researchers successfully pass our tests.
 - Validation of pedagogical skills through a documentary review of their findings during the technical test. In effect, even someone who does not have their technical level must be able to understand the researcher.
2. Making available an app developed by Yogosha (the "Yogosha platform") in a threefold objective:
 - Industrializing the approach in its security processes;
 - Integrating the vulnerabilities identified in their tools;
 - Connecting the bug bounty approach to Client's processes and organization.

The Yogosha platform is built around the management of user "roles", enabling Clients to involve all staff (tech and business) in security issues, while being able to isolate them where required (data confidentiality).

The platform enables steering a Client's Bug Bounty activity: it allows management of all of Client's programs.

The interface allows to have an overview of:

- Programs underway
- Programs that have been put on hold
- Programs that are being drafted

Other essential information is made available:

- Creation date
- Launch date
- Status (described above)
- The level of openness of the Program (private, open to the community, public)
- The number of security vulnerabilities by criticality

The Yogosha interface also enables the drafting of a brief that will be made available to the community.

The different elements of information necessary for smooth implementation of a program are as follows:

- Naming the program
- Choosing the visibility of the program
- Functional description of the scope
- Establishing the rules of the program as well as its objective
- Completing the address of the target to be tested
- Defining the types of prohibited attacks as well as already known vulnerabilities
- Defining a price policy for the program with the online support made available
- Providing any additional useful information for smooth implementation of a program (documentation, identifiers of users if grey box testing is used...)

When drafting the program, an authorized user can give access to it to other users of the platform.

When launching a new program, an authorized user:

- Should ask Yogosha's quality teams to review it before submission to identified researchers in the community
- May choose a specific group of researchers if the program is private

During the lifecycle of a program that has been launched, an authorized user can:

- Invite new researchers to join it
- Change the sharing rights for the program (give or block access to other users)
- Pause a program

A detailed list of the features of the platform is available on request, and is available to Clients signatories of this Agreement on our Client support platform (via an identifier and a password).

Securing the platform:

Security features specific to Yogosha:

- VPN-only access to the internal network
- Access to internal network via a bastion
- Isolation of services in subnets
- Infrastructure deployment in IaC mode
- Daily data snapshots
- Nginx security rules
- Nginx mitigation rate throttle + fail2ban
- Encryption of the Database
- Restrictions on "root logins"
- Limitation of number of processes that can be run
- SSL connection
- Sign up for CVE check
- Cloudflare DNS security updates/Automatic caching.
- DNSSEC
- Hidden IP
- Rate limiting application
- Bug Bounty programs across our entire infrastructure and applications on a 24-hour basis.

Security features provided by our Outscale host:

- Security Groups for instance
- VPC
- IAM users to restrict possible actions

DOCUMENT CONFIDENTIEL

- Certified ISO/IEC 27001:2013 & CISPE/GDPR:
<https://fr.outscale.com/certificate/>
- [Platform hosted on the certified SECNUMCLOUD](#)
- E-mail and hotline for Clients with “Enterprise” or “Corporate” subscriptions;
- Clients with a “Corporate” subscription also benefit from the support of a dedicated account manager.

Annex 2 : Hunters Selection Process

Yogosha is a closed, invite-only platform. Each security researcher wanting to join Yogosha must apply to us to join the community and be able to set up an account and access the Platform.

Three steps must be completed before an application by a Hunter to register on the Platform is accepted:

- 1- An online test must be passed to validate:
 - a. The applicant’s technical competence; and
 - b. The applicant’s verbalization skills.
- 2- Validation by the KYC teams of our trusted third-party Mangopay of the identity of the researcher, his or her address and bank account.
- 3- Acceptance of the Terms of Use of the Platform

The Client may, at any time, access, screen and work with the Hunters they are interested in based on their:

- First name,
- Surname,
- Pseudo,
- Nationality,
- Country of residence,
- Technical competence,
- Ratings by other Clients.

The Client may limit the number of Hunters to which the Client wishes to give access to the Programs.

Lastly, the Client has the possibility of whitelisting the IP address used by the Hunters.

Schedule 3: Service levels and Platform availability

It is specified that the internet, information systems and telecommunications systems are not error-free and that interruptions, delays and failures may occur. Accordingly, the Client should ensure that any error does not derive from its system.

Yogosha agrees to the following SLAs, based on the following business hours and days (9 am-7 pm, 5 days/7).

The availability rate of the Yogosha platform is 99%.

The guaranteed response time is:

- Less than 5 days for Clients with “Discovery” or “Project” subscriptions;
- Less than 48h for Clients with “Enterprise” or “Corporate” subscriptions.

The guaranteed repair time is the following for all Clients:

- Minor bug (low severity): 1 month maximum;
- Medium bug: 14 days maximum;
- Critical bug: 7 days maximum.

The reporting process is the following:

- E-mail and “Helpdesk” platform for Clients with “Discovery” or “Project” subscriptions;

Level 1: Critical

Blocking issue having important impact on the systems of our clients which endanger potentially their business. The production of Yogosha is highly perturbed and the issue can slow down or hinder our core activity.

Level 2: Medium

Problem having a medium impact which leads to a partial loss and non-critical of a functionality which can affect some operations, notwithstanding the above, the client can still continue to use the platform

Level 3 : Minor

Problem without incidence on the functioning of the Platform, as a front issue or translation issue, general use question issue. No impact on quality, performance or functionalities of the Yogosha Platform.

Annex 4 – Data Protection Agreement

Processing by Yogosha acting as a controller

The Parties agree that Yogosha is acting as the controller when personal data is processed for the following purposes:

- **Client relationship management** (invoicing, management of the business relationship, etc.). The data processed by Yogosha on this basis are identification data (name, first name, electronic address, phone number, etc.), invoicing data, and the login data of Client and of Authorized Users. The processing implemented for this purpose has for its legal basis contractual necessity and compliance with legal obligations (for example, tax and invoicing requirements).
- For the purposes of **performance of this Agreement**, in particular for the identification of Authorized Users, for the purposes of maintenance and enhancement of the quality and performance levels of the services, Yogosha processes the data of the Client and of Authorized Users, in particular identification data (name, first name, electronic address, phone number, etc.), and login data. The processing implemented for this purpose has for its legal basis contractual necessity. This processing also enables Yogosha to offer assistance and personalized advice to Clients in order to improve their use of the Platform.
- **Direct marketing:** Client and Authorized Users are hereby informed and whenever their data is processed that Yogosha may use the personal contact information of the Client and Authorized Users (namely, their name, first name and electronic address) for direct marketing purposes for products and services identical or similar to those covered by this Agreement without any possibility for Yogosha to sell or rent such contact information to its partners or to third parties. Also, the recipient of such marketing will systematically be offered, in accordance with the law, the possibility, free of charge and in a simple way, of objecting to any further direct marketing, in the manner indicated whenever a direct marketing e-mail is sent to a recipient. The processing implemented by Yogosha for this purpose is based on Yogosha's legitimate interest in making its various offers known to its Clients.

Personal data will be stored for the time strictly necessary to achieve the purposes for which such data is collected and processed. Where applicable, personal data can be retained for a longer period, corresponding to the applicable statute of limitations or periods imposed so as to comply with certain legal obligations (in particular accounting obligations).

The personal data processed by Yogosha under the Agreement are intended for Yogosha's internal services only. The data will be located and hosted in France.

The Client's Authorized Users have a right of access and of rectification and, where applicable, a right to the erasure of the personal data concerning them, a right to the portability of their data, a right to minimization of processing as well as a right to object to processing. Authorized Users can also give instructions on what to do with their personal data after their death.

To enforce these rights, they should write to the attention of the Data Protection Officer (dpo@yogosha.com) :

Yogosha SAS
To the attention of the Data Protection Officer, Chloé RAMA
47 rue Marcel Dassault
92514 Boulogne Billancourt France

Or by e-mail : dpo@yogosha.com

In order to ease the liaising between the DPO during a data breach, the Client shall provide the contact details of his or her Data Protection Officer to Yogosha by email to dpo@yogosha.com

The Authorized User might file a complaint before the Data Protection Authority in the event he or she has any claim. The competent authority being the French Data Protection Authority, the CNIL, if he or she deems that Yogosha processed his or her Personal Data in breach of the GDPR.

Processing implemented by Yogosha acting as a processor of the Client

In the scope of this Agreement, Yogosha may, on behalf of Client acting as the controller, be required to access, use, store or otherwise process the personal data provided by the Client.

For the avoidance of doubt, Yogosha is acting here as an intermediary between the Clients and the Hunters. Yogosha does not itself search for Security Vulnerabilities in the Target to be Tested. However, as part of its support and advisory services to the Client, and in particular upon any review of Security Reports Yogosha may carry out on behalf of the Client, Yogosha may be required to access personal data contained in the Security Reports hosted on the Platform.

The personal data that may be contained in the Security Reports concern, for example, the clients or employees of the Client, although their nature depends entirely on the specificities of the Bug Bounty Campaign determined by the Client.

Yogosha shall only process personal data in this context during the duration of the contractual relationship between Yogosha and the Client, plus the applicable statute of limitation period. The Security Reports will be kept by Yogosha in any event during the duration of the contractual relationship between Yogosha and the Client, plus the applicable statute of limitation period.

Whenever Yogosha processes personal data on behalf of the Client, it agrees:

- to only act upon the documented written instructions of the Client;
- not to transfer any personal data to a country outside the European Union, without having obtained the prior authorization of the Client and, in any event, without having taken any steps required under Applicable Legislation to ensure that the transfer presents appropriate safeguards. It is specified that transfers to the destinations specified in Schedule 5 below are deemed to have been accepted by the Client, provided that such transfers are secured by the corresponding appropriate safeguards indicated in Schedule 5;
- to ensure that its staff authorized to process personal data undertake to keep the

DOCUMENT CONFIDENTIEL

confidentiality of such data and only process personal data upon the Client's instructions;

- to implement a high level of security on the Platform to ensure the security of Client's personal data, their storage and integrity and to prevent any misuse or malicious or fraudulent use. In case of any breach of the Client's personal data processed by Yogosha, Yogosha agrees to inform the Client promptly upon becoming aware of such breach, and describe to the fullest extent possible the technical characteristics of the data breach that occurred;
- to erase or return to the Client, at the latter's option, any personal data that may be in its possession at the end of this Agreement;
- to make available to the Client all information necessary to evidence compliance with the obligations under this section and to allow audits to be conducted. The Parties agree that such audits shall be conducted by an independent auditor who shall have been previously validated by Yogosha, and with whom Yogosha shall enter into a confidentiality agreement. The auditor shall not be a competitor of Yogosha. The audit shall be conducted at the Client's expense. One month before the audit, the Client shall indicate the specific purpose of the audit and the types of information to which the auditor should be given access, which should only concern the obligations set forth in this section, to the exclusion of any other matter. Yogosha agrees to cooperate in good faith with the independent auditor in the conduct of the audit. The audit must be conducted in such a way as not to disrupt Yogosha's operations or the performance of this Agreement. A full copy of the audit report drawn up by the auditor shall be submitted to Yogosha at the same time as Client, failing which the report will not be enforceable against it. The Client has the possibility of conducting an audit once (1) a year, within a limit of two (2) man/days made available by Yogosha, at the Client's expense.
- More generally, the Client authorizes Yogosha to rely on the services of other subcontractors for the sole purpose of due performance of this Agreement, on condition that they agree in writing to comply with the terms of this Agreement, are located within the European Union or, if outside the European Union, in an adequate country or in a country presenting appropriate safeguards within the meaning of the law, and in particular the GDPR.

List of Yogosha sub processors under the meaning of the GDPR

DOCUMENT CONFIDENTIEL

| Sub Processor | Data Processing | Category of personal data | Localisation of the hosting | Technical and organisational measures | Additional Measures |
|---------------|--|--|-----------------------------|---|--|
| Api.video | Video added to the Security Report for explanation purposes by the Hunter to ease the reproduction of the vulnerability for the Client | Identification data and any Personal Data to which the Hunter may have access to | France | api.video Privacy policy api.video | DPA and Privacy Policy – No transfer outside the EU |
| Hubspot | CRM | Identification Data | Germany | Data center SOC2 and compliance to ISO27001 | Signature of the last SCC Data Processing Agreement (hubspot.com) |
| Mailchimp | Newsletter, information notification (maintenance notification for exemple) | Identification data | United States | Mailchimp et les transferts de données européens Mailchimp Mailchimp releases on an annual basis a transparency report : Mailchimp Transparency Report Mailchimp Mailchimp does not monetize nor resell any user data. | Signature of the last SCC as released by the European Commission on the 4 th of July 2021 |
| Outscale | Hosting provider of the Yogosha Platform | Données d'identification présentes dans les rapports de vulnérabilité (données sensibles, données personnelles d'identification) | France | Microsoft Word - [FR] Politique de protection des données Outscale 2021-06-17.docx | No transfer outside the EU |
| Skalin | Client Success Platform | Identification Data | France | Privacy Policy (skalin.io) | No transfer outside the EU |
| Zendesk | Ticketing tool (support) | Name and surname of the requester, personal data displayed on the ticket if any (it is up to the requester to anonymize such data) | Irlande | Zendesk has implemented Binding Corporate Rules and releases a transparency report (Privacy and Data Protection - Zendesk). Zendesk servers are Tier IV or III+, SSAE 16, et les sites desdits serveurs sont PCI DDS and compliant to ISO 27001. Zendesk undertakes Pentests on a regular basis thanks to third party providers on a regular basis and his support team is available 24h/24 7j/7 to handle any security incident if need be. | No transfer outside the EU |
| Zoho | Data processing for invoicing purposes | Name, surname, email address of the invoicing point of contact if it is not an alias | The Netherlands | A background check is undertaken on any employee working for Zoho. The criminal records of the employees is duly checked. Employees are duly sensitized to cybersecurity and personal data protection and privacy. Zoho employees sign confidentiality undertakings. Solely a few people has access to the Data Center on a need to know basis. | No transfer outside the EU |