General Terms and Conditions

EN

Provider

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These Terms target business customers (B2B) and are governed by Luxembourg law. They also exist in French; the French version prevails in case of discrepancy (Article 27.9). Appendix A (DORA Addendum) applies only to customers that are financial entities subject to Regulation (EU) 2022/2554.

General Terms and Conditions

Article 1 — Purpose, scope and contractual documents

1.1 These General Terms and Conditions ("Terms") govern all Services, Managed Services, Third-Party Products and hardware supplied by Durando Consulting Sàrl-S ("the Provider") to its business customers ("the Customer"). The Provider and the Customer are together the "Parties".

1.2 These Terms apply exclusively between businesses. They do not apply to consumers within the meaning of the Luxembourg Consumer Code.

1.3 The agreement between the Parties (the "Contract") consists of the following documents. In case of conflict, they prevail in this order:

1. the signed Order Form;
2. the Special Conditions and their appendices, including the SLA and, where applicable, the data processing agreement (DPA);
3. Appendix A — DORA Addendum, where it applies;
4. these Terms.

Between two documents of the same rank, the one signed most recently prevails.

1.4 Any order implies unreserved acceptance of these Terms. They prevail over the Customer's general purchasing conditions, unless the Provider expressly agrees otherwise in writing.

Article 2 — Definitions

- **Order Form**: the Offer signed by the Customer, or the Customer's purchase order referring to an Offer and accepted by the Provider. It identifies the Services and their prices.
- **Service Start Date**: the date on which the Provider notifies the Customer that the Service is available.
- **Non-Recurring Charges**: charges invoiced once, in particular for setting up a Service.
- **Recurring Charges**: charges invoiced periodically for the provision of a Service.
- **Security Incident**: any attack, intrusion attempt, infection or other event likely to harm the logical or physical security of the Customer's or the Provider's systems.

- **Business Day**: Monday to Friday, excluding Luxembourg public holidays.
- **Business Hours**: 8:30 to 17:30 on a Business Day.
- **Man-day**: 8 hours of work performed during Business Hours.
- **Offer**: the written commercial proposal issued by the Provider.
- **Professional Services**: the Provider's one-off services, including consulting, audit, integration, training and support.
- **Managed Services**: recurring subscription-based services, including Managed Microsoft 365, Managed Office (connectivity, Wi-Fi, VPN, security), and infrastructure monitoring and maintenance.
- **Services**: Professional Services and Managed Services together.
- **Third-Party Products**: hardware, software, licences and cloud services published or manufactured by third parties (including Microsoft, Fortinet, VMware, Ubiquiti) and resold by the Provider.
- **SLA**: the service level agreement appended to the Order Form.

Article 3 — Offers, orders and cancellation

3.1 Offers are valid for 30 days from their date of issue, unless stated otherwise.

3.2 An order becomes binding once the Provider receives the signed Offer, a purchase order, or a written acceptance by e-mail. If the Customer accepts the start of the Services without signing, it is deemed to have accepted the Contract.

3.3 Contractual documents may be signed electronically using a solution compliant with Regulation (EU) No 910/2014 (eIDAS). Between the Parties, such signature has the same value as a handwritten signature.

3.4 The Provider may require a down payment or a guarantee before starting the Services.

3.5 Any change in scope requested after the order is subject to an amendment or an additional Offer.

3.6 If the Customer cancels an order before the Service Start Date, it owes the Provider: (i) the Non-Recurring Charges, (ii) Professional Services already performed, (iii) Third-Party Products and licences already ordered, and (iv) for a Managed Service, compensation equal to 2 months of Recurring Charges.

Article 4 — Performance of the Services

4.1 The Provider performs the Services diligently, in line with industry best practice and applicable regulations. Unless expressly agreed otherwise, it is bound by an **obligation of means** (best-efforts obligation).

4.2 Delivery times are indicative. A delay does not justify penalties or cancellation, unless the Provider has given a written, quantified commitment.

4.3 The Provider freely chooses the technical means and methods used. It may change them during the Contract, in particular due to technological developments, while limiting the impact on the Customer.

4.4 Services are performed remotely or at the Customer's premises. Travel expenses outside the Grand Duchy of Luxembourg are charged in addition, unless agreed otherwise.

4.5 Work outside Business Hours is charged at the surcharge stated in the Offer. Failing that: +50% for evenings and Saturdays, +100% for Sundays and public holidays.

4.6 The Provider may use qualified subcontractors. It remains the Customer's single point of contact and is responsible for their work.

4.7 Any work performed at the Customer's request outside the scope of the Order Form is charged on a time-spent basis at the current rates.

4.8 A Professional Service is deemed accepted if the Customer has not raised a written, reasoned objection within 5 Business Days of its delivery or go-live.

Article 5 — Support and maintenance

5.1 Support requests are sent by e-mail to contact@durando.consulting or through the ticketing portal provided to the Customer. The Customer describes the incident and provides the information needed for diagnosis.

5.2 Unless an SLA provides extended support (up to 24/7), support is provided during Business Hours.

5.3 Support not covered by a Managed Service is charged in indivisible 30-minute blocks at the current rates.

5.4 The Provider may carry out scheduled maintenance, announced at least 5 Business Days in advance, preferably outside Business Hours. In an emergency, in particular a security emergency, it may intervene without notice and informs the Customer as soon as possible.

Article 6 — Customer obligations

The Customer shall:

1. actively cooperate and provide in due time the information, physical and logical access, administrator accounts and authorisations required, including the property owner's consent;
2. appoint a competent and authorised contact person, and report any change in its contact details;
3. hold valid licences for software installed on its infrastructure and comply with the terms of use of Third-Party Products;
4. maintain regular backups of its data, unless backup is part of the Services;
5. use the Services in compliance with applicable law and without infringing third-party rights;
6. report without delay any incident, malfunction or third-party claim concerning the Services;
7. cooperate with any investigation or audit by an authority concerning the Services.

Any delay or additional cost caused by a failure of the Customer is charged at the current rates.

Article 7 — Prices and indexation

7.1 Prices are in euros, excluding VAT and bank charges. Luxembourg VAT at the applicable rate is added. The reverse-charge mechanism applies to VAT-registered customers established in another EU Member State.

7.2 Services are charged, as applicable: per man-day or per hour (minimum 1 hour per intervention), at a fixed price, or by monthly or annual subscription.

7.3 Recurring Charges are indexed to the national consumer price index (IPCN) published by STATEC. They are revised on 1 January each year using the formula:

$$RC_n = RC_c \times I_n / I_c$$

where RC_n = new Recurring Charges, RC_c = current Recurring Charges, I_n = latest published index, I_c = index at the previous revision (or at the order date).

7.4 Prices of Third-Party Products may be adjusted to reflect an increase decided by the publisher or manufacturer, a change in taxes, or a decision of an authority. The Customer is informed at least 30 days in advance. Such an increase does not give the Customer a right to terminate.

7.5 Charges invoiced to the Provider by third parties as a result of the Services provided to the Customer (shipping, administrative fees, carrier fees) are re-invoiced to the Customer.

Article 8 — Invoicing

8.1 Unless agreed otherwise:

- fixed-price consulting and integration: 30% upon order, balance upon acceptance;
- time-and-materials Professional Services: invoiced monthly in arrears;

- Managed Services: invoiced monthly or annually in advance, from the Service Start Date, whether or not the Customer uses the Service;
- licences and cloud subscriptions: according to the publisher's billing cycle, in advance;
- hardware: upon order or upon delivery.

8.2 Invoices are issued electronically to the address designated by the Customer. A paper copy may be sent on request for €10 per invoice.

8.3 In case of an invoicing error, the Provider's sole obligation is to issue a credit note for the amount overcharged. An error does not release the Customer from paying for the Services provided.

Article 9 — Payment, late payment and disputes

9.1 Invoices are payable within 30 days of the invoice date, by bank transfer or SEPA direct debit, with no discount for early payment.

9.2 In accordance with the amended Luxembourg law of 18 April 2004 on payment terms and late payment interest, any late payment automatically entails, without prior notice: (i) late payment interest at the statutory rate applicable to commercial transactions, and (ii) fixed compensation of €40 for recovery costs, without prejudice to further compensation on proof of costs incurred.

9.3 If a formal notice remains unheeded 8 days after it is sent, the Provider may suspend all or part of the Services, including access to licences, without compensation to the Customer. Reconnection costs are charged. All amounts due until the end of the Contract become immediately payable.

9.4 Any invoice dispute must be sent in writing, with reasons, within 15 days of the invoice date. After this period, the invoice is deemed accepted. Only the part disputed in good faith may be withheld; the rest remains payable.

9.5 The Customer may not set off any amounts without the Provider's prior written consent.

Article 10 — Term of Managed Services

10.1 Each Managed Service has its own term. It starts on the Service Start Date for an initial term of 12 months, unless the Order Form states otherwise.

10.2 It then renews automatically for successive 12-month periods, on the terms then in force.

10.3 Either Party may object to renewal by registered letter with acknowledgement of receipt, at least 3 months before the end of the current term.

10.4 If the Customer terminates a Managed Service before the end of its term without fault of the Provider, it owes: all amounts accrued and unpaid, 100% of the Recurring Charges remaining until the end of the current term, and any commitments entered into with third-party publishers and carriers.

Article 11 — Service levels

11.1 Service levels (response time, restoration time, availability) are defined in the SLA. Failing an SLA, the Provider responds to incidents within 4 Business Hours.

11.2 Service credits set out in the SLA are the sole compensation for failure to meet service levels.

11.3 Unless stated otherwise, Managed Services do not cover: incidents caused by the Customer or third parties, failures of third-party carrier networks or power supply, equipment no longer supported by its manufacturer, or projects and changes.

11.4 Connectivity services relying on third-party carrier networks (fibre, 4G/5G) depend on the technical availability of those networks.

Article 12 — Licences, cloud subscriptions and hardware

12.1 Third-Party Products are subject to the terms of their publisher or manufacturer, which the Customer accepts. For Microsoft licences, this includes the Microsoft Customer Agreement, which the Customer accepts before activation.

12.2 Cloud subscriptions and licences subscribed for a commitment term (monthly, annual or multi-year) may not be cancelled or reduced before the end of that term, except as permitted by the publisher. They are due for the full commitment term.

12.3 The Customer may not modify, remove or transfer a licence key supplied by the Provider without its written consent.

12.4 Hardware sold remains the property of the Provider until full payment of the price, including interest and costs (**retention of title**). Risk passes to the Customer upon delivery.

12.5 Hardware made available by the Provider as part of a Managed Service remains its property. The Customer keeps it safe, reports any damage and returns it in good condition at the end of the Service or on request. Otherwise, it is invoiced at its replacement value.

12.6 Hardware is covered solely by the manufacturer's warranty. The Provider assists the Customer in claiming under it; travel and labour remain chargeable unless covered by a maintenance contract.

12.7 Hardware that conforms to the order is neither taken back nor exchanged. Any apparent non-conformity must be reported within 48 hours of delivery.

Article 13 — Security

13.1 The Customer takes the necessary measures to protect its systems against Security Incidents: strong passwords, multi-factor authentication, updates, user awareness.

13.2 Each Party informs the other without delay of any Security Incident, or serious threat, affecting the Services.

13.3 In the event of an actual or imminent Security Incident, the Provider may take any necessary protective measure, including isolating equipment or suspending access. It informs the Customer as soon as possible.

13.4 No security measure guarantees absolute protection. The Provider does not guarantee that the Services will be free from interruption, error or vulnerability.

Article 14 — Suspension of the Services

14.1 The Provider may suspend all or part of the Services, without liability, in the following cases:

1. non-payment, under Article 9.3;
2. an actual or imminent Security Incident, under Article 13.3;
3. use of the Services that is unlawful, fraudulent or likely to harm the Provider, its other customers or third parties;
4. false information provided by the Customer about its identity, solvency or use of the Services;
5. a legal obligation, court decision or request from a competent authority;
6. bankruptcy, liquidation or insolvency proceedings against the Customer, within the limits of the law;
7. force majeure.

14.2 Except in an emergency, the Provider informs the Customer beforehand. It endeavours to keep the suspension as short as possible.

14.3 Suspension does not release the Customer from paying for the Services, including during the suspension where it is attributable to the Customer.

Article 15 — Termination and reversibility

15.1 If a Party commits a serious breach of its obligations that is not remedied within 30 days of written formal notice, the other Party may terminate the Contract or the Service concerned with immediate effect, without prejudice to damages.

15.2 Either Party may terminate the Service concerned without compensation if a competent authority decides that its provision is unlawful.

15.3 The Provider may terminate without notice in the event of persistent non-payment after suspension, or bankruptcy or liquidation of the Customer, within the limits of the law.

15.4 Termination of one Service does not affect other Services, unless they depend on it technically. Services performed up to the termination date remain payable.

15.5 At the end of the Contract, for whatever reason, the Provider returns to the Customer, upon request made within 30 days, its data and related configuration items in a standard format. It then deletes the copies it holds, unless required by law to keep them. Migration assistance may be provided at the current rates.

Article 16 — Liability

16.1 The Provider is liable only for fault proven by the Customer. Any apparent non-conformity of the Services must be reported in writing within 15 days of its occurrence; after this period, no claim on that ground is admissible.

16.2 The Provider is liable only for direct, foreseeable and certain damage. It shall in no event be liable for indirect damage, including loss of turnover, profit, customers or contracts, damage to reputation, business interruption or third-party claims.

16.3 The Provider is not liable for damage:

1. caused, directly or indirectly, by the Customer, its staff or agents;
2. resulting from use of the Services not in accordance with the Contract or their intended purpose;
3. resulting from incompatibility of the Customer's systems with the Services;
4. resulting from an offence, including a cyber offence, committed by the Customer or a third party;
5. to data, where the Customer has not implemented adequate backups;
6. due to a failure or vulnerability of a Third-Party Product, or to force majeure.

16.4 For all causes combined, the Provider's total liability is limited to the amounts, excluding VAT, actually paid by the Customer for the Service concerned during the 12 months preceding the event giving rise to the claim.

16.5 These limitations do not apply in cases of wilful misconduct, gross negligence or personal injury.

Article 17 — Customer indemnity

The Customer indemnifies the Provider against any third-party claim, action or judgment resulting from: (i) its use of the Services, including by its own customers; (ii) fault or negligence of the Customer, its staff or agents; (iii) infringement of third-party rights caused by the Customer's content, software or equipment; (iv) a measure imposed on the Provider by an authority because of an act of the Customer.

Article 18 — Insurance

Each Party declares that it holds professional liability insurance appropriate to the risks of the Contract, and provides evidence of it on request.

Article 19 — Intellectual property

19.1 Each Party retains its pre-existing intellectual property rights. In particular, the Provider retains its methods, tools, scripts, templates and know-how, whether pre-existing or developed in the course of the Services.

19.2 Upon full payment, the Customer receives a non-exclusive right to use the specific deliverables (documentation, configurations, reports) for its internal purposes.

19.3 Third-Party Products remain the property of their owners. The Customer shall not remove any trademark or proprietary notice from them.

Article 20 — Confidentiality

20.1 Each Party keeps strictly confidential the information of the other Party it becomes aware of, including passwords, network diagrams, security configurations, prices and commercial data ("Confidential Information").

20.2 It uses such information only to perform the Contract and discloses it only to its employees and subcontractors who need it and are bound by an equivalent obligation.

20.3 This obligation does not apply to information that is public, already known to the recipient, independently developed, or whose disclosure is required by law or by an authority. In the latter case, the recipient limits disclosure to what is strictly necessary and informs the other Party, where the law allows.

20.4 This obligation applies during the Contract and for 5 years after it ends.

Article 21 — Personal data protection

21.1 Each Party complies with Regulation (EU) 2016/679 (GDPR) and the Luxembourg law of 1 August 2018 on the organisation of the National Data Protection Commission.

21.2 Where the Provider processes personal data on behalf of the Customer, it acts as a processor within the meaning of Article 28 GDPR. Such processing is governed by a data processing agreement (DPA) appended to the Order Form.

21.3 The Provider processes the data of the Customer's contacts, as controller, to manage the business relationship, in accordance with its privacy policy.

Article 22 — Non-solicitation of staff

During the Contract and for 12 months after it ends, the Customer shall not solicit or hire, directly or indirectly, any employee or subcontractor of the Provider who took part in the Services. Otherwise, the Customer pays the Provider compensation equal to 12 months of the last gross salary or last invoiced fees of the person concerned.

Article 23 — Anti-bribery

Each Party complies with applicable anti-bribery and anti-corruption laws. Neither it, nor its staff, nor its subcontractors offer or accept, directly or indirectly, any money, gift or undue advantage in connection with the Contract. Each Party promptly reports to the other any such solicitation.

Article 24 — Force majeure

24.1 Neither Party is liable for a failure caused by force majeure, meaning an event that is unforeseeable, irresistible and beyond its control. This includes: natural disaster, fire, flood, pandemic, war, general strike, large-scale cyberattack not attributable to the Party, general failure of power or telecommunications networks, government decision, or manufacturer supply disruption.

24.2 The affected Party informs the other without delay. The affected obligations are suspended for the duration of the event. If it lasts more than 60 days, either Party may terminate the Service concerned in writing, without compensation.

Article 25 — Assignment

Neither Party may assign the Contract without the other Party's prior written consent. However, the Provider may assign it to a successor company or a company it controls, established in the European Union, after informing the Customer.

Article 26 — Notices

26.1 Notices are given in writing to the addresses stated in the Order Form.

26.2 Any notice of termination, non-renewal or formal notice is sent by registered letter with acknowledgement of receipt.

26.3 Other communications, including invoices and price changes, may be sent by e-mail. An e-mail sent to the address provided by the Customer, with no error message in return, is deemed received.

Article 27 — General provisions

27.1 **Entire agreement.** The Contract constitutes the entire agreement between the Parties on its subject matter and supersedes any prior agreement or exchange.

27.2 **Amendment.** The Contract may only be amended in writing signed by both Parties, subject to Articles 7.3, 7.4 and 27.3.

27.3 **Changes to these Terms.** The Provider may amend these Terms. The new version applies to orders placed after its publication, and to ongoing Managed Services 30 days after notification to the Customer. If the change is significantly unfavourable to it, the Customer may terminate the Service concerned at no cost before the change takes effect.

27.4 **Severability.** If any clause is held invalid or unenforceable, the others remain in force. The Parties replace it in good faith with a valid clause whose effect is as close as possible.

27.5 **No waiver.** Failure to enforce a clause does not constitute a waiver of it.

27.6 **Independence.** The Contract creates no agency, partnership, joint venture or employment relationship between the Parties. It grants no exclusivity.

27.7 **References.** The Provider may use the Customer's name and logo as a commercial reference, unless the Customer objects in writing. Any joint press release requires the consent of both Parties.

27.8 **Survival.** Articles 9, 15.5, 16, 17, 19, 20, 21, 22 and 28 survive the end of the Contract.

27.9 **Language.** These Terms are drawn up in French and English. In case of discrepancy, the French version prevails.

Article 28 — Governing law and jurisdiction

The Contract is governed by Luxembourg law. The Parties first seek an amicable solution for 30 days. Failing that, any dispute relating to its formation, interpretation or performance falls under the exclusive jurisdiction of the courts of Luxembourg City.

Version dated 10 October 2026.

APPENDIX A — DORA Addendum (digital operational resilience)

A.1 Scope

A.1.1 This Appendix applies where the Customer is a "financial entity" within the meaning of Article 2 of Regulation (EU) 2022/2554 on digital operational resilience for the financial sector ("DORA"), and the Services are ICT services within the meaning of that Regulation.

A.1.2 The Customer informs the Provider in writing of its status as a financial entity before ordering. It states in the Order Form whether the Services support **critical or important functions** ("CIF") within the meaning of DORA. Articles A.7, A.8, A.9.2 and A.14 apply only to Services supporting CIF.

A.1.3 For the Services concerned, this Appendix prevails over the Terms in case of conflict. Undefined terms have the meaning given to them in DORA.

A.2 Description of the Services

The Services, their functions and service levels are fully described in the Order Form and the SLA. The Contract, including the SLA, is provided to the Customer on a durable medium.

A.3 Subcontracting

A.3.1 The Order Form states whether the Provider may subcontract all or part of the Services supporting CIF, and on what conditions. Failing that, such subcontracting requires the Customer's prior written consent.

A.3.2 The Provider keeps an up-to-date list of its subcontractors involved in these Services and provides it to the Customer on request. It imposes on each of them security, confidentiality, audit and continuity obligations equivalent to those of this Appendix, and remains responsible for their work.

A.3.3 In accordance with Delegated Regulation (EU) 2025/532, the Provider informs the Customer in writing at least 3 months in advance of any material change to subcontracting. The Customer may object within that period; if the disagreement persists, it may terminate the Service concerned at no cost.

A.4 Location of the Services and data

A.4.1 The Order Form states the countries where the Services are provided and where the Customer's data is processed and stored. Unless agreed otherwise, this is the European Economic Area. For cloud services that are Third-Party Products, the location is the one offered by the publisher (for example, the Microsoft EU Data Boundary).

A.4.2 The Provider informs the Customer in writing at least 3 months before any change to these locations, unless this is impossible due to a publisher's decision, in which case it informs the Customer as soon as it becomes aware of it.

A.5 Data security

The Provider implements appropriate technical and organisational measures to ensure the availability, authenticity, integrity and confidentiality of the Customer's data, including personal data. These include at least: least-privilege access control, multi-factor authentication for administrative accounts, encryption of data in transit, security patch management, logging of administrator access, and tested backups where backup is part of the Services.

A.6 ICT-related incidents

A.6.1 The Provider informs the Customer of any ICT-related incident affecting the Services: within 4 hours of its detection for a major or potentially major incident, and no later than the next Business Day for other incidents.

A.6.2 It then provides regular updates on the incident's development, its causes and the corrective measures, followed by a final report. This information must allow the Customer to meet its own reporting obligations to the competent authority. The Provider does not notify the authority on the Customer's behalf unless the Customer requests it in writing.

A.6.3 The Provider assists the Customer in managing any ICT-related incident linked to the Services. This assistance is free of charge where the incident is attributable to the Provider, and otherwise charged at the rate set in advance in the Order Form.

A.7 Service levels and reporting (CIF)

A.7.1 The SLA sets precise quantitative and qualitative targets (availability, response and restoration times) that the Customer can measure.

A.7.2 The Provider gives the Customer a service level report at least quarterly. If a target is missed, it proposes a corrective action plan within 10 Business Days.

A.7.3 The Provider informs the Customer without delay of any development likely to materially affect its ability to provide the Services: change of control, financial difficulty, loss of a certification or publisher partnership, or failure of a subcontractor.

A.8 Business continuity and testing (CIF)

A.8.1 The Provider maintains a business continuity and recovery plan covering the Services. It tests the plan at least once a year and provides the Customer with a summary of the results on request.

A.8.2 At the Customer's request, the Provider takes part in the continuity and resilience tests organised by the Customer.

A.8.3 The Provider takes part and fully cooperates in threat-led penetration testing (TLPT) carried out by the Customer under Articles 26 and 27 of DORA. The arrangements (scope, schedule, confidentiality, protection of other customers) are agreed in writing in advance.

A.9 Access, inspection and audit

A.9.1 The Provider grants the Customer, the Customer's competent authority (in particular the CSSF or the Commissariat aux assurances) and the persons they appoint a right of access, inspection and audit over the premises, systems, documents and information relating to the Services. It fully cooperates with on-site and remote inspections.

A.9.2 For Services supporting CIF, these rights are unrestricted in their exercise. Their frequency and scope are proportionate to the risks.

A.9.3 Except at the request of an authority or in an emergency, the Customer gives the Provider at least 15 Business Days' notice. Audits preserve the confidentiality of information relating to the Provider's other customers.

A.9.4 If the Customer is a microenterprise, the Parties may agree that these rights are delegated to an independent third party appointed by the Provider, the Customer being entitled at any time to obtain the corresponding information and assurance.

A.10 Cooperation with authorities

The Provider fully cooperates with the Customer's competent and resolution authorities, and with the persons they appoint. It informs the Customer without delay of any request it receives directly, to the extent permitted by law.

A.11 Training and awareness

Upon the Customer's written request, the Provider takes part in the Customer's ICT security awareness programmes and digital operational resilience training. Content, frequency, duration and arrangements are agreed in advance, acting reasonably.

A.12 Access, recovery and return of data

A.12.1 The Customer retains access to its data processed by the Provider at all times, including during the transition period under Article A.14.

A.12.2 In the event of the Provider's insolvency, resolution or discontinuation of business, or at the end of the Contract, the Provider informs the Customer without delay. It returns to the Customer, or transfers to the third party the Customer designates, all of its data and configurations in a standard and easily usable format. This return is free of charge in the event of the Provider's insolvency, resolution or discontinuation of business.

A.12.3 Once the Customer confirms the return, the Provider deletes the copies it holds, unless required by law to keep them, and certifies this in writing.

A.13 Termination rights

In accordance with Article 28(7) of DORA, the Customer may terminate the Service concerned, with 30 days' written notice and without paying the amounts under Article 10.4 of the Terms, in the event of:

1. a significant breach by the Provider of applicable laws, regulations or contractual terms;
2. circumstances, identified through risk monitoring, likely to alter the performance of the Services, including a material change affecting the Provider or a subcontractor;
3. evidenced weaknesses in the Provider's ICT risk management, in particular in data protection;

4. a situation in which the competent authority can no longer effectively supervise the Customer because of the conditions of, or circumstances related to, the Contract;
5. an express request from the Customer's competent authority.

A.14 Exit strategy and transition period (CIF)

A.14.1 At the end of the Contract, for whatever reason, the Provider continues to provide the Services supporting CIF during a transition period. Its length is set in the Order Form; failing that, it is 3 months, renewable once at the Customer's request.

A.14.2 During this period, the Provider cooperates in good faith with the migration to another provider or to the Customer's own systems. The Services are charged at the current rates; migration assistance at the rate set in the Order Form.

A.14.3 The Provider keeps sufficient documentation (architecture, configurations, accounts, dependencies) up to date to enable this migration.

A.15 Costs

Unless this Appendix provides otherwise, the work it requires (audits, participation in tests, training, reports beyond those in the SLA) is charged at the rate set in advance in the Order Form. An audit revealing a significant breach by the Provider is at the Provider's expense.

A.16 Term

This Appendix applies for the full term of the Contract and the transition period. Articles A.9, A.10 and A.12 survive until all of the Customer's data has been returned.