

SPECIAL TERMS AND CONDITIONS OF SALE CYBERWATCH

Contract no. _

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1. Purpose

The purpose of these special terms and conditions (hereinafter the “**Special Terms**”) is to define the conditions under which Ikoula enables the Client to benefit from cybersecurity solutions developed and published by CYBERWATCH, hosted and resold by Ikoula (hereinafter the “**Services**”). The Client wishes to benefit from vulnerability detection and remediation solutions and centralized management through the CYBERWATCH Interface. Under these Special Terms, Ikoula acts as a reseller of CYBERWATCH solutions.

2. Definitions

- **Access Code:** the combination of a username and password used to connect to the Interface;
- **Provider:** CYBERWATCH;
- **Blocking Incident:** means any malfunction which, individually or cumulatively, affects the operation of the CYBERWATCH software and thereby prevents its use and/or operation by the Client.
- **Non-Blocking Incident:** means any malfunction that is not a Blocking Incident.
- **Interface:** the CYBERWATCH interface made available to the Client, enabling interaction with most of the resources visible in the application. This access enables a few actions to be carried out, such as automating certain tasks or obtaining customized results;
- **Software:** (i) the computer program and all its components; (ii) the contents of disks, CD-ROMs, DVDs, emails and their attachments, or any other medium to which the Contract is attached, including the object code form provided on a data storage medium, by email or downloaded via the Internet; (iii) all written explanatory documents and any documentation relating to the Software, in particular any description of the Software, its features, description of properties, description of use, description of the operating system interface on which the Software is used, installation or user guide for the Software or description of the correct use of the Software (“Documentation”); (iv) copies of the Software, error corrections for the Software, additions to the Software, its extensions, modified versions and updates to parts of the Software, if provided, for which the Provider grants the License. The Software is provided exclusively in executable object code form.

3. Description of Services

The Client may subscribe to various CYBERWATCH licenses described on the following page: [Cyberwatch Solution | Ikoula](#) and on the Provider’s website, in particular via the following link: <https://docs.cyberwatch.com/help/en/> and the pages <https://cyberwatch.fr/en/our-platform/vulnerability-manager/> and <https://cyberwatch.fr/en/our-platform/compliance-manager/>

In particular, Ikoula offers subscription to the following licenses:

- **Vulnerability Manager:** CYBERWATCH inventories all information (e.g. software, libraries, versions, etc.) on the asset (e.g. server, workstation, website, etc.) and reports the vulnerabilities affecting them.
- **Compliance Manager:** CYBERWATCH checks compliance with a set of defined rules (e.g. “is an antivirus installed?”, “is this configuration in place?”, etc.).

The licenses provide, in particular, solutions enabling all actions to be automatically corrected, ignored, commented on and logged historically.

4. Pre-contractual information and suitability of the Services

The Client declares that it is fully informed of the features and, in particular, that it has verified the suitability of the Services for its own needs.

The Client also declares that it has read and accepts all the documentation available at the following link: [Cyberwatch Documentation](#), including:

- [Vulnerability Management | Cyberwatch Documentation](#), describing vulnerability management;
- [Compliance Management | Cyberwatch Documentation](#), describing compliance control.

The Client is informed and accepts that the documents accessible via the above links may evolve at CYBERWATCH’s initiative. The Client may contact Ikoula if it cannot find the documentation relating to a particular Service.

5. Service evolution

Ikoula will inform the Client of any evolution (in particular, price or commitment terms), modification or removal of the Service(s) notified to it by CYBERWATCH. In this respect, Ikoula shall not be held liable for any evolution or modification of the Service initiated by CYBERWATCH. The Client must comply with the evolution (modification and/or removal) of the versions of the Services and with CYBERWATCH requirements for their proper use ([Technical requirements to the Cyberwatch installation | Cyberwatch Documentation](#)).

6. Prerequisites for the provision of the Service

The specifications of the Services, and in particular the supported assets, are set out at the following link: [Prerequisites for assets monitored in agent-based mode | Cyberwatch Documentation](#).

7. Terms of use of the Services

The Services offered may be used, according to the Client's needs or specific characteristics, in compliance with the following conditions: [Cyberwatch Documentation](#).

8. Interface

The Client is responsible for the security of its account and of the Access Code required to connect to the Interface, which is described at the following link: [Cyberwatch API Documentation](#) | [Cyberwatch Documentation](#).

Neither Ikoula nor CYBERWATCH shall be held liable for any loss or damage resulting from the Client's inability to comply with this obligation to maintain the security of the Access Code. The Client is also responsible for all activity relating to use of the Account, whether authorized or not. If the integrity of the Account is compromised, the Client must immediately notify the Provider.

As the data is hosted by Ikoula, detailed information on privacy, personal data protection and rights as a data subject is provided on the following page: [GDPR | Ikoula](#).

9. Intellectual property

CYBERWATCH warrants that the Software operates in accordance with its documentation.

Ikoula undertakes to keep the Client informed, for the duration of use of the license, of any known incompatibility of the Software with hardware or third-party software operating in the User environment.

CYBERWATCH further warrants that the versions provided as corrections and updates ensure backward compatibility of the Software.

CYBERWATCH retains, at its own exclusive expense and in order to put an end to the disturbance, full control of the defense in the event of an allegation of infringement of the granted rights, as well as of the conditions triggering such warranty and the compensation procedures.

In the event of an obligation to cease using all or part of the Software, CYBERWATCH shall, at its choice and at its sole expense, either obtain for the Client the right to continue using the Software, modify it, or replace it with equivalent non-infringing software.

It is understood that CYBERWATCH or Ikoula shall not incur any liability if:

- a claim, demand or action by a third party is based on the Software having been modified or revised by the Client or a third party;
- the combination of the Software with other goods or services forms the basis of an alleged infringement;
- the Client fails to implement an upgrade provided by CYBERWATCH that would have avoided the claim, demand or action;

- the Software is used in a manner that does not comply with these provisions, the instructions provided by CYBERWATCH and Ikoula, and the CYBERWATCH documentation.

In addition to compliance with the “Intellectual Property” article of the General Terms and Conditions of Sale or the Framework Agreement, the Client is informed that it benefits from a non-transferable and non-exclusive right-of-use license for the Service. The Client must not use the Services in a way that infringes CYBERWATCH’s intellectual property rights. In addition, the Client undertakes not to:

- Decompile or disassemble a license or attempt to carry out any of these operations;
- Install or use software or technologies not supplied by Ikoula that would disrupt the licensing conditions of the CYBERWATCH Services;
- Circumvent the technical limitations of a license or the restrictions set out in product documentation;
- Separate and run parts of a license on several devices.

10. Service Level Commitments (SLA)

Ikoula undertakes to apply service quality guarantees.

These guarantees include:

- Recovery Time Guarantee;
- Service Availability Rate Guarantee.

The guarantee period (the “**Guarantee Coverage Period**”), unless otherwise specified, corresponds to Business Hours on Business Days.

In the event of non-compliance with the service quality guarantees, Ikoula shall owe the Client liquidated penalties in the amount specified below. These penalties must be expressly requested in writing by the Client from Ikoula Technical Support and shall take the form of credits deducted from the sums owed by the Client.

The above-mentioned liquidated penalties shall not apply and, consequently, no credit shall be granted to the Client for the period during which the Service is affected by an Incident due to a force majeure event or one of the following causes (hereinafter individually referred to as an “**Excusable Event**”): (i) equipment or a service not provided by Ikoula; (ii) acts or omissions of the Client; (iii) scheduled or emergency maintenance; (iv) network traffic of or for a Client that exceeds the capacity of the Service; (v) the unavailability of the Client, or any other failure by the Client to cooperate reasonably with Ikoula in order to restore the Service.

The cumulative monthly amount of credits, for all events combined, may not exceed fifty percent (50%) of the monthly invoices paid for the failing Service.

10.1. Recovery Time Guarantee

“**Recovery Time**” means the period between the opening of the Ticket caused by total interruption of the Service (“**Critical Incident**”) and resolution of the incident, as indicated on the Ticket.

In the event of a Critical Incident, Ikoula undertakes to restore the Service no later than the next Business Day, from receipt of notification of said incident by Technical Support, provided that such notification was made in accordance with the reporting procedures in force.

If the Critical Incident is notified to Ikoula Technical Support outside Business Hours, the starting point of the Recovery Time is set at the beginning of the next Business Day.

In the event of non-compliance with this Recovery Time Guarantee, the Client may claim a penalty corresponding to 5% of the monthly invoices paid for the Service affected by a Critical Incident, subject to compliance with the penalty claim procedure described above.

10.2. Service Availability Rate Guarantee

“**Availability Time**” means the period between the opening of the Ticket caused by the occurrence of a Critical Incident or by very severely degraded use of the Service (“**Major Incident**”) and resolution of the incident, as indicated on the Ticket.

The Service availability rate is measured as a percentage and is calculated monthly (calendar month) as follows:

$$\frac{\text{Service availability as a percentage} = [\text{Total number of minutes in the month} - \text{Downtime in minutes excluding Excusable Events (as defined above) during the month}]}{\text{Total number of minutes in the month}} \times 100$$

Accordingly, Ikoula undertakes to ensure a Service Availability Time of 99.5% during the Guarantee Coverage Period.

In the event of non-compliance with this Availability Rate Guarantee, the Client may claim a penalty corresponding to 5% of the monthly invoices paid for the Service affected by a Critical Incident or a Major Incident, subject to compliance with the penalty claim procedure described above.

11. Client Commitments

11.1. Service Administration

The Client shall ensure the internal administration of the Services made available to it via the Interface. The Client may therefore carry out management and configuration actions online.

Administration operations can be carried out from the Interface. These operations are the sole responsibility of the Client.

11.2. Acceptable use rules for the Service

The Client undertakes not to use the Services for any purpose other than lawful purposes.

The Client undertakes in particular to:

- use its IT equipment and the CYBERWATCH software in accordance with the standards recommended by manufacturers and publishers;
- ensure that the CYBERWATCH software is used only by trained personnel;
- report any malfunction of the CYBERWATCH software;
- make frequent and regular backups of its files, in accordance with its IT security policy;
- install all means necessary to protect its information, communication and network systems (firewall, antivirus, intrusion detection system, etc.) in accordance with its IT security policy.
- assume full responsibility for deploying patches on its IT equipment, whether this operation is carried out through the CYBERWATCH software or in any other way, in particular where such patches may cause a malfunction of one or more of its applications hosted on its IT equipment. The CYBERWATCH software is vulnerability monitoring and compliance management software, but it does not in any way guarantee the quality or harmlessness of patches proposed by other publishers.
- assume full responsibility for executing compliance scripts on its IT equipment, in particular where execution of such scripts may cause a malfunction of one or more of its applications hosted on its IT equipment.
- at the request of CYBERWATCH or Ikoula, allow maintenance operations to be carried out by the Client's managed services provider, in strict compliance with the Client's IT security policy;
- configure, under its responsibility and with possible assistance from CYBERWATCH or Ikoula, periodic queries to the CYBERWATCH vulnerability and compliance knowledge base;
- regularly install the latest updates to the version of the CYBERWATCH software installed on its IT system;
- communicate to Ikoula any new additional need for CYBERWATCH software licenses when the scope of its Services changes;
- be solely responsible for the quality, lawfulness, relevance and integrity of its data;
- use the CYBERWATCH software in accordance with these terms, the CYBERWATCH documentation and the legal and regulatory provisions that the Client must comply with and, failing this, assume all risks associated with non-compliant use of the CYBERWATCH software.

12. Service ordering procedures

The Client shall place its orders in accordance with the conditions stipulated in the General Terms and Conditions of Sale or the Framework Agreement. Any Order Forms issued under the General Terms and Conditions of Sale or the Framework Agreement may be issued up to the date of termination of the Contract.

13. Financial terms and billing

In addition to the pricing provisions set out in the General Terms and Conditions of Sale or the Framework Agreement, billing for the Service consists solely of payment of a monthly fee.

14. Commitment period

Unless otherwise stated in the Order Form, the Service is subscribed for a period of twelve (12) months with monthly payment.

15. Suspension

In addition to the provisions set out in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula reserves the right to suspend the Services, without delay and without prior formal notice, in whole or in part, without prejudice to the right to any damages that Ikoula may claim, in the event of:

- Hacking or suspected hacking of the Access Code;
- Non-compliance with or infringement of CYBERWATCH's intellectual property rights;
- Malicious acts by the Client or through a third party.

16. Termination

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement, the provisions set out in articles 16.1 and 16.2 below supplement the exercise and procedures of the Parties' termination rights.

16.1. Termination without breach by IKOULA

The Client is informed that if CYBERWATCH terminates the contract authorizing Ikoula to resell CYBERWATCH licenses and such termination takes effect within a short period or even immediately, Ikoula may terminate the Services immediately.

16.2. Termination for breach

In addition to the provisions set out in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula may terminate the Services and, consequently, the Contract, without notice in the event of breach by the Client and/or its Users of their confidentiality obligations, or in the event of infringement of the intellectual property rights of Ikoula or CYBERWATCH.

17. Liability

In addition to the exclusions and limitations of liability provided for in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula's liability may not be incurred (i) in the event of use of the Services that does not comply with the Contract or in the event of infringement of an intellectual property right of the other Party or of CYBERWATCH, (ii) in the event of breach of a license to use a Service or breach of a confidentiality obligation, (iii) in the event of action by a third party, including actions relating to bodily injury or death, (iv) in the event of fraud or gross negligence.

Furthermore, Ikoula is not liable in the following cases:

- Hacking or suspected hacking of the Access Code;
- Malicious acts by the Client and/or Users;
- Non-compliance with or infringement of CYBERWATCH's intellectual property rights;
- External intrusion by a third party into the IT network.

The Client is responsible for complying with the evolution of the versions of the CYBERWATCH Services and with the prerequisites listed by CYBERWATCH for their proper use.

Executed by electronic signature,

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