

SPECIFIC TERMS AND CONDITIONS OF SALE ESET SOLUTIONS

Contract No. _

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1. Purpose

The purpose of these specific terms and conditions (hereinafter the “**Specific Terms**”) is to define the conditions under which Ikoula provides the Client with cybersecurity solutions developed and published in SaaS mode by ESET and resold by Ikoula (hereinafter the “**Services**”). The Client wishes to benefit from security solutions based on ESET technologies and from centralized management via the ESET PROTECT administration console. Under these Specific Terms, Ikoula acts as a reseller of ESET solutions.

2. Definitions

- “**Administrator**”: the ESET administrator of the ESET PROTECT Administration Console, authorized to access this console and perform the necessary actions in accordance with the applicable terms of use.
- “**Access Code**”: the combination of a username and password used to connect to the Console.
- “**Administration Console**”: the ESET PROTECT administration console for the Services made available to the Client.
- “**Provider**”: ESET;
- “**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 carrier, 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 characteristics, properties, 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, bug fixes, additions to the Software, extensions, modified versions and updates to parts of the Software, where provided, for which the Provider grants the License. The Software is provided exclusively in executable object code form.
- “**Operating System**” (or “**OS**”): a set of programs that establishes a relationship between the various hardware resources, applications and the user. It manages the use of a system’s resources by application software.

3. Description of the Services

The Client may subscribe to various ESET licences, described on the following page: [ESET | Protect your business with antivirus software](#) and on the Provider’s website, in particular via the following link: [Specifications | ESET PROTECT | ESET Online Help](#).



Ikoula especially offers the Client the option to subscribe to different licenses depending on the desired level of protection:

- ESET Protect Advanced;
- ESET Protect Complete;
- ESET Protect Elite.

4. Client Commitment

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

The Client also declares that it has read and accepts all of the contractual documents listed below:

- [Terms of Use | ESET PROTECT | ESET Online Help](#) describing the terms of use of the Services;
- [ESET Management Agent EULA | ESET PROTECT | ESET Online Help](#) describing the end-user licence agreement.

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

5. Service Changes

Ikoula shall inform the Client of any change (including price or commitment terms), modification or withdrawal of the Service(s) notified to it by ESET. In this respect, Ikoula shall not be held responsible for any change or modification to the Service initiated by ESET. The Client must comply with changes (modification and/or withdrawal) to versions of the Services and meet ESET's prerequisites for their proper use (the compatibility list is available at the following link: [Using ESET PROTECT | ESET PROTECT | ESET Online Help](#)).

6. Requirements for Provision of the Service

The specifications of the Services and, in particular, the supported Operating Systems and network-related prerequisites are available at the following link: [Specifications | ESET PROTECT | ESET Online Help](#).

7. Terms of Use of the Services

The Services offered may be used, according to the Client's needs or specific requirements, in compliance with the following terms: [Terms of Use | ESET PROTECT | ESET Online Help](#).



8. Administration Console

The Client is responsible for the security of its account and of the Access Code required to connect to the Administration Console. Neither Ikoula nor ESET shall be held liable for any loss or damage resulting from the Client's failure to comply with this obligation to maintain the security of the Access Code. The User 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 notify the Provider immediately.

In order to provide an account administration service, it is necessary to collect data relating to the administered devices together with administration information (hereinafter the "Data"). The Client provides the Data to ESET solely for the purpose of providing the account administration service. The Data shall be processed and stored in accordance with ESET's security policies and practices, and in accordance with its privacy policy, accessible via this link: [Privacy Policy | ESET](#).

The Data and the logs associated with the account must be stored in accordance with the [log retention policy](#).

Detailed information on privacy, personal data protection and rights as a data subject is set out in the [Privacy Policy](#).

9. Service Level Commitment "SLA"

The Provider undertakes to maintain monthly availability of 99.5% for the ESET PROTECT portal, as stated in the following link: [Availability of Service | ESET Online Help](#).

Availability means that the product is accessible and usable via the Internet. For ESET PROTECT, downtime is defined as any period during which the Client's IT administrator or Users authorized by the Client cannot log in using the appropriate credentials.

Availability is measured using monitoring tools implemented in accordance with industry best practices.

Unavailability of the product due to technical limitations on the Client's side (such as breach of the fair use policy, incorrect configuration, or termination of the right to use the product) and force majeure events are not considered downtime. The stated availability level does not apply to preliminary versions, pre-releases, beta versions, versions not intended for sale, trial versions or early-access versions.

10. Client Obligations

10.1. Administration of the Service

The Client shall handle the internal administration of the Services made available to it via the Administration Console. The Client may therefore carry out online management and configuration actions, including the implementation of security strategies for authentication, messaging, devices or data.

Administration operations on the ESET environment may be performed from the Administration Console. These operations are the sole responsibility of the Client.

10.2. License to the Service

In addition to the provisions of these Specific Terms, and in particular the “Intellectual Property” article of the General Terms and Conditions of Sale or the Framework Agreement relating to the use of licenses, the Client is informed that it benefits from a non-transferable and non-exclusive license to use the Service.

The Client must not use the Services in a manner that infringes ESET’s intellectual property rights, and must comply with the following terms and conditions: [ESET Management Agent EULA](#) | [ESET PROTECT](#) | [ESET Online Help](#).

10.3. Fair Use Rules for the Service

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

The Client undertakes to protect its data and software against any viruses, bugs or other potentially harmful elements circulating on the Internet.

11. Orders

The Client shall place its orders in accordance with the terms set out in the General Terms and Conditions of Sale or the Framework Agreement. Any Order Forms placed under the General Terms and Conditions of Sale or the Framework Agreement may be issued until the termination date of the Contract.

12. Financial Terms and Billing

In addition to the price 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.

13. Commitment Term

Two commitment options are offered to the Client:

- **Monthly commitment and monthly billing**

This option is offered at a higher price than the annual commitment.

- **Annual commitment and monthly billing**

This option does not result in any additional price increase.

It is understood that the choice of either option is at the Client's discretion and that the associated pricing terms shall apply accordingly.

14. 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, in whole or in part, without delay and without prior formal notice, without prejudice to any damages to which Ikoula may be entitled, in the event of:

- Hacking or suspected hacking of the Access Code;
- Malicious acts by the Client or through a third party.

15. Termination

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement, the provisions set out in Articles 15.1 and 15.2 below supplement the exercise and procedures of the Parties' termination rights.

15.1. Termination without Breach by IKOULA

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

15.2. 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 a breach by the Client and/or its Users of their confidentiality obligations, or in the event of infringement of Ikoula's or ESET's intellectual property rights.

16. 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 shall not be liable (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 ESET, (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, or (iv) in the event of fraud or gross negligence.

Furthermore, Ikoula shall not be liable in the following cases:

- Hacking or suspected hacking of the Access Code;
- Malicious acts by the Client and/or Users;
- External intrusion by a third party into the computer network.

It is the Client's responsibility to comply with changes to versions of the ESET Services and to meet the requirements listed by ESET for their proper use.

17. Intellectual Property

In addition to complying with the "Intellectual Property" article of the General Terms and Conditions of Sale or the Framework Agreement, the Client is prohibited from:

Decompiling or disassembling a license or attempting to carry out any such operation;

Installing or using software or technologies not supplied by Ikoula that would disrupt the license terms of the ESET Services;

Circumventing the technical limitations of a license or the restrictions set out in the product documentation;

Separating and running parts of a license on multiple devices.

Executed by electronic signature,

As: _