

SPECIFIC TERMS AND CONDITIONS OF SALE MANTRA SOLUTIONS

1. PURPOSE	2
2. DEFINITIONS	2
3. PREREQUISITE FOR USE OF THE SERVICE	2
4. DESCRIPTION OF THE SERVICES	3
5. CHANGES TO THE SERVICE	3
6. PLATFORM	3
7. AVAILABILITY AND MAINTENANCE	4
8. CUSTOMER OBLIGATIONS	4
8.1. Administration of the Service	4
8.2. Service Licence	4
8.3. Acceptable Use Rules for the Service	5
9. ORDERS	5
9.1. Terms for Ordering the Services	5
9.2. Financial Terms and Billing	6
10. COMMITMENT PERIOD	6
11. SUSPENSION	6
12. TERMINATION	6
12.1. Termination Without Breach by IKOULA	6
12.2. Termination for Breach	7
13. LIABILITY	7
14. INTELLECTUAL PROPERTY	8

1. Purpose

These special terms and conditions (hereinafter the “**Special Terms**”) define the terms under which Ikoula enables the Customer to benefit from cyberthreat prevention solutions developed and published in SaaS mode by MANTRA and resold by Ikoula (hereinafter the “**Services**”). The Customer wishes to benefit from solutions based on MANTRA solutions and from centralized management through the MANTRA administration platform. Under these Specific Terms, Ikoula acts as a reseller partner of MANTRA solutions.

2. Definitions

- “**Subscription**” means the Customer’s subscription to the Services for a given term and for a determined number of Users.
- “**Identifier**” means the access code and password of one of the Customer’s Users enabling access to the Services.
- “**Information**” means all news, information and content (including text, images, data, audio, audiovisual or multimedia content, etc.), databases, document collections and/or search engines made available to Customers as part of the Services.
- “**Platform**” means the cybersecurity software platform published by MANTRA, available at app.mantra.ms, offering various features.
- “**Provider**”: MANTRA;
- “**Services**” means, in particular, phishing simulation, cybersecurity awareness, threat reporting, warnings related to risky emails and browser protection features (the “**Features**”), as well as, more generally, access to the Platform, its support and maintenance, and any other service that may be performed for the Customer by the Mantra teams and that has been defined as falling within the scope of the Customer’s Subscription.
- “**User(s)**” means any individual, employee, corporate officer or collaborator of the Customer, authorized to use the Services under the Subscription taken out by the Customer, through an Identifier.

3. Prerequisite for Use of the Service

The Customer acknowledges having read the *General Subscription and Use Terms* of the Provider MANTRA (called “CGAU”), available [here](#), and declares that it accepts them without reservation.

It is expressly agreed that signing these Special Terms entails full and complete acceptance of the said CGAU, which form an integral part of the Agreement.

The Customer is also informed that the Provider reserves the right to modify the said CGAU at any time. Any such modification shall be immediately enforceable against the Customer solely by virtue of being posted online, without Ikoula being liable in this respect.

4. Description of the Services

The Customer may subscribe to various MANTRA licences, described on the following page: [Mantra Solution | Ikoula](#) and on the Provider's website, including at the following links:

- The e-learning module (Alex) **Cybersecurity Awareness**
- The **Phishing Simulation** module: automated phishing simulation campaigns;
- The **Smart Banners** module: a module compatible with Microsoft 365 and Google Workspace, featuring intelligent real-time awareness and alert system acting on received emails;
- The **Browser Defender** module: a module for Chromium browsers, featuring a real-time awareness and alert system whenever a User is likely to encounter a cyberattack threat or risk while browsing the Internet.

The Services include:

- A right to access, consult and use the Platform;
- A right to access and use the features;
- Remote training for the Customer and/or one of its representatives in charge of administering the Services at the Customer's premises, dedicated to getting started with the Platform;
- Assistance and MANTRA customer support services.

The Customer may also benefit, upon request to MANTRA and subject to a quotation, from additional training and/or customization services for the Services.

5. Changes to the Service

Ikoula informs the Customer that the Provider is entitled to replace a feature of the Services with another feature equivalent in quality and content. The Customer shall be informed in advance and retains the option to request termination under the conditions set out in Article 12.

The Provider may also immediately and without notice suspend access to the Services in the event of force majeure, attempted intrusion or compromise of the security of the Platform, which the Customer acknowledges and accepts, and Ikoula shall not be held liable in this respect.

Finally, the Customer is advised that the Provider also reserves the right to completely discontinue a Service. In such case, the Customer shall be informed and shall be reimbursed for any sums paid corresponding to the remaining term of the current Subscription.

6. Platform

The Customer has a non-exclusive, non-transferable right to access and use the Platform, for each User, for the duration of the Subscription.

The Services are accessible only to Users. Any use of the Customer's Identifier(s) for the Services by an unauthorized person shall incur the Customer's liability.

Once MANTRA has opened the Customer's Identifiers for the Platform, the Customer shall be responsible for assigning the available Identifiers, according to its Subscription, to Users.

Each User is responsible for creating and retaining/resetting their Identifier.

MANTRA may send by email to the Customer, and more particularly to the person considered as the contact person, all communications relating to the Platform or to any updates to the Services. Each Identifier is personal, individual, confidential and non-transferable.

The Customer undertakes to use all reasonable efforts to ensure that the Customer and its Users keep the Identifiers secret and that they are not disclosed in any form whatsoever to other persons.

The Customer is fully responsible for the use and safekeeping of the Identifiers.

The Customer assumes responsibility for the security of the individual workstations used to access the Online Service.

The lending, sharing, transfer or sale of Identifiers is prohibited and shall not be enforceable against MANTRA.

Any access to a Service through Users' Identifiers may incur the Customer's liability.

The Customer undertakes to inform Ikoula without delay of any loss, theft or unauthorized use of its End Users' Identifiers, so that appropriate measures may be taken as quickly as possible to remedy the situation.

7. Availability and Maintenance

The Platform is made accessible 24 hours a day, 7 days a week by the Provider, except in cases of force majeure or events beyond MANTRA's control, and subject to the maintenance and update operations required for the proper functioning of the Platform.

The User is informed that the Services may be suspended without notice every day for such maintenance and update operations.

The Customer is however informed that connection to the Services is made via the Internet network. The Customer is aware of the technical uncertainties that may affect this network and cause slowdowns or unavailability making connection impossible. Neither Ikoula nor MANTRA may be held liable for difficulties accessing the Services due to disruptions of the Internet network.

8. Customer Obligations

8.1. Administration of the Service

The Customer shall handle the internal administration of the Services made available to it via the administration Platform. The Customer may therefore perform management and configuration operations online.



From the Platform, administrative operations may be performed on the MANTRA environment. These operations are the exclusive responsibility of the Customer.

However, at the Customer's express request, certain administrative operations may be handled by Ikoula, subject to prior acceptance and the issuance of a quotation.

8.2. Service Licence

In addition to the provisions, in particular those set out in the "Intellectual Property" article of the General Terms and Conditions of Sale or the Framework Agreement governing the use of licenses, the Features made available to the User by MANTRA are protected by intellectual property rights. No Feature of the Services may be used by the Customer and/or its Users outside the limits and conditions provided for in this user license.

The Provider grants the Customer a personal, limited, non-exclusive, non-assignable and non-transferable license to third parties, with no right to sublicense, allowing access to and use of the Services under the conditions and limits defined below.

Any use not covered by this license may, where applicable, be subject to specific and express authorization from MANTRA or its rights holders.

8.3. Acceptable Use Rules for the Service

The User expressly undertakes:

- to use the Services and the Features strictly only for their own needs;
- not to infringe the intellectual property rights held by MANTRA over the Platform or the Features;
- not to reconstruct or attempt to reconstruct, from the Features and/or by means of the Services, a database intended to offer directly or indirectly, whether free of charge or for consideration, the same service or a comparable service to unauthorized persons, and/or to distribute or sell, in any way whatsoever, information for the purpose of helping a person to reconstruct, in whole or in part, such a database or an equivalent service;
- to preserve the confidentiality of their Identifier(s) and take the necessary measures to ensure that no third party, in any capacity whatsoever, has access to their access code(s) and/or password(s) and may thereby unlawfully access the Services;
- to immediately inform MANTRA in the event of theft, loss or unlawful use of the access code(s) and/or password(s);
- to ensure compliance with these obligations by all authorized Users.

Any other use is expressly reserved by MANTRA, including any substantial extraction of the Information, any reproduction, communication, distribution, sale or rental of the Information to third parties, any adaptation or translation of the Information, any use of the Information in the form of press reviews, or any text or data mining activity.

9. Orders

9.1. Terms for Ordering the Services

The Customer shall place its orders in accordance with the terms stipulated in the General Terms and Conditions of Sale or the Framework Agreement. Purchase Orders placed under the General Terms and Conditions of Sale or the Framework Agreement may be issued until the date of termination of the Agreement.

The Customer is reminded that access to the Services is provided through Ikoula, as an authorized MANTRA partner. Consequently, all communications and commercial operations relating to the Services, including in particular pricing information, offers, negotiations and order placement, must be carried out through Ikoula, to the exclusion of any direct commercial relationship or negotiation with MANTRA for the provision of the Services.

9.2. 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 includes payment of an annual fee within thirty (30) days of issuance of the corresponding invoice.

If a User is added during the Subscription, the reference Subscription agreement remains the initial Subscription, updated with the number of additional active Users over the period.

If an existing Customer wishes to subscribe to a new Subscription, whether or not it concerns the same Users, the subscription shall be subject to a new quotation. The start date of the new Subscription shall be the date of the first invoice issued following signature of this new quotation. From that date, the billing cycle and commitment period shall be reset. Any Subscription period previously billed and not expired as of the start date of the new Subscription shall be adjusted on a pro rata temporis basis.

10. Commitment Period

The Subscription takes effect when it is taken out and has a term of one (1) year, two (2) years or three (3) years, tacitly renewable for successive periods of one (1) year.

11. 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 Customer or through a third party.

Furthermore, any simultaneous connections observed on the Platform or activities on the Platform exceeding an activity level consistent with the Subscription may result in interruption of the Services or the automatic application of charges corresponding to the Services improperly used.

12. Termination

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement and the provisions of Articles 12.1 and 12.2, the Customer may terminate the Subscription at any time up to three (3) calendar months before the end of the current Subscription period, by registered letter with acknowledgement of receipt sent to Ikoula's registered office. Any termination request from the Customer shall be confirmed by an email from Ikoula. Termination shall take effect only from the anniversary date of the Subscription.

12.1. Termination Without Breach by IKOULA

The Customer is informed that if MANTRA terminates the agreement authorizing Ikoula to resell MANTRA Services and such termination takes effect within a short period or even immediately, Ikoula may immediately terminate the Services, without the Customer being entitled to claim payment of any amount on any grounds whatsoever.

12.2. 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 Agreement, without notice in the event of breach by the Customer and/or its Users of their obligations, including in particular their confidentiality obligations, or in the event of infringement of the intellectual property rights of Ikoula or MANTRA, breach by the Customer of the scope of the rights of use/the terms of use of the Services, or attempted intrusion into or compromise of the integrity of the Platform.

13. 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 these Special Terms or in the event of infringement of an intellectual property right of the other Party or of MANTRA, (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 Customer and/or Users;
- External intrusion by a third party into the computer network.

It is the Customer's responsibility to comply with changes to the versions of the Services provided by MANTRA and to meet the prerequisites listed by MANTRA for their proper use. This includes, in particular and without limitation, compliance with MANTRA's CGAU referred to in Article 3 hereof.

MANTRA and Ikoula provide no express or implied warranty with respect to the Information and data published on the Platform or with respect to the Features.

The Customer is solely responsible for the use and interpretations it makes of the Information and Features provided, and for the actions and advice it derives or issues therefrom.

The Customer's use and exploitation of the Information and results derived from the Features are therefore carried out under its sole responsibility and at its own risk, including with regard to the use of links on social networks.

In this respect, it is specified that MANTRA and Ikoula are not intended to replace the Customer in carrying out research and/or interpreting the Customer's questions or analyzing the Information obtained through the Features.

Under no circumstances shall MANTRA and/or Ikoula be liable for any direct or indirect damage that may be caused by Information from the Platform.

MANTRA and Ikoula may not be held liable for damage that may result from the Customer's access to the Platform: use of the Platform and its Services is under the Customer's sole responsibility. Importing non-anonymized or confidential documents onto the Platform is at the Customer's sole risk.

The liability of MANTRA and Ikoula is limited solely to direct damage caused by a breach on their part, and neither MANTRA nor Ikoula may in any way be held liable for indirect or unforeseeable damage or damage that may result from the Customer's use of the Platform.

14. Intellectual Property

In addition to complying with the "Intellectual Property" article of the General Terms and Conditions of Sale or the Framework Agreement, the Customer undertakes not to:

- Decompile or disassemble a licence or attempt to carry out any such operation;
- Install or use software or technologies not provided by Ikoula that would disrupt the licence terms of the MANTRA Services;
- Circumvent the technical limitations of a licence or the restrictions provided for in a product's documentation;
- Separate and run parts of a licence on several devices.

Executed by electronic signature,

As....

