

SPECIAL TERMS AND CONDITIONS OF SALE FIREWALLS

Contract No. _

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1. Purpose

These special terms and conditions (hereinafter the "**Special Terms**") define the conditions under which Ikoula provides its Customer with firewall services, consisting of the provision of a centralized security solution intended to apply an access policy to the Customer's company resources located downstream of the firewall and accessible on the network, by defining the type of communications authorized or prohibited internally or to the Internet (as these terms are defined in Article 2), on behalf of the Customer (hereinafter the "**Service**", "**Firewalls**" or "**Firewall**").

The Customer's attention is drawn to the fact that no representation or warranty is made that the Service will eliminate every type of threat or unauthorized access.

2. Definitions

- **Provider(s) or Publisher(s):** service providers, software and/or application publishers, or telecommunications operators whose services and/or products Ikoula integrates for the development of the Services covered by these Special Terms.
- **License(s):** licenses to use Software required for the operation of Equipment (including any associated documentation, update and software improvement provided at the publisher's discretion). The licenses are granted by the publisher of the software and distributed by Ikoula. For the term defined in the Order Form, the Customer is granted a non-transferable and non-exclusive license to use the software. The license terms are defined in particular in the contractual documentation.
- **Software:** all programs on any media, whether or not integrated into the Equipment supplied to the Customer by Ikoula, as well as any programs developed by Ikoula as part of a service and the related documentation (including user guides).
- **Equipment:** any hardware rented by Ikoula to the Customer, including any accessories associated with the use of such hardware.
- **Customer Area or Extranet:** an interface accessible from an Internet browser enabling management of the customer profile, access rights, Services, support tickets and billing.
- **Virtual Server:** a virtual server recreates the function of a physical server for the sole use of one Customer, operating within a virtualization system.
- **Physical Dedicated Server:** a server whose components in their entirety (processor, memory, storage) are dedicated to the Customer.
- **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 Service

Ikoula may provide the Customer, under a best-efforts obligation, with two types of Firewalls, which are described on this page of Ikoula's website: [Fortinet | Guarantee the security of your networks with FORTINET solutions](#).

The Firewall may take two forms:

- a **"Physical Firewall"**, requiring the rental of Equipment;
- a **"Virtual Firewall"** dedicated to the Customer, based on a virtualization platform, whether dedicated to the Customer or not.

4. Service Options

The Customer may request the following options:

- managed services for the Firewall (Physical or Virtual), under the terms and conditions of the special terms applicable to the "Managed Services" service and in accordance with the responsibility matrix set out in Article 13 hereof;
- multiple configuration changes;
- on-site intervention for manual action on the Equipment;
- proactive monitoring of the Equipment;
- the possibility of subscribing to additional IP addresses;
- the possibility of benefiting from a so-called "advanced" License, providing additional features as indicated in particular at <https://www.ikoula.com/en/cybersecurity/firewall> in the "Benefits" section;
- high availability (addition of a second Firewall in parallel with the first to increase the availability of the Service).

5. Environment and Access to the Service

5.1. Physical Access and Security

- **Location:** The Service is located in Ikoula's datacenters in France.
- **Restricted access:** Physical access to the datacenter areas containing the Physical Dedicated Servers is strictly controlled and limited to authorized personnel.
- **24/7 monitoring:** Video monitoring and on-site security are provided at all times.
- **Access control:** Biometric access control systems and ID cards.
- **Temperature and humidity:** levels equivalent to "Housing" services.
- **Fire safety:** fire protection systems on all sites.
- **Datacenters:** N+1 redundant power supply chains.
- **Network connectivity:** redundancy of equipment and operator links, diversified paths and connections to the datacenters, attack diversion solutions, n x 100 Gbps network core.
- **Hardware warranty:** the hardware is warranted for the entire term of the Service; the necessary components and labor are included. Ikoula reserves the right to replace

defective hardware with hardware that is at least equivalent.

5.2. Viewing Operations from the Customer Area

The list of viewing operations that may be performed by the Customer appears in the Customer Area.

The list of information that may be viewed by the Customer is as follows, it being specified that this list may change, which the Customer accepts and acknowledges:

Firewall:

- Viewing of created objects (addresses, VIPs, etc.);
- Viewing of configured firewall rules.

5.3. Connectivity and Internet Network Conditions Included in the Service

It is specified that no Internet connectivity is provided as part of the Service and that, accordingly, the Customer must subscribe to such a service independently.

6. Delivery

The configured Equipment is delivered in accordance with the terms and conditions described in the "Equipment" article of the General Terms and Conditions of Sale or the Framework Agreement.

7. Service Usage Restrictions

7.1. Network Attacks and DoS

- **Attack prevention:** use of the Firewall to carry out network attacks, including denial-of-service attacks (DoS/DDoS), is prohibited.
- **Detection and response:** Ikoula's handling of any security incidents may involve disruption of access to the Service, which the Customer accepts, and the Customer releases Ikoula from any liability in this respect.

7.2. Usage Restrictions

With respect to the Virtual Firewall, the resources of the virtualization host server (if shared) must be used reasonably to ensure optimal performance for all customers. Accordingly, in the event of excessive use of such resources and/or bandwidth, Ikoula reserves the right to limit excessive usage.

8. Maintenance and Support

8.1. Scheduled Maintenance

Ikoula and/or its potential provider reserves the right to evolve the Service and, in particular, to request that the Customer carry out updates or version upgrades of the Service in order to maintain the security of the Service and the infrastructures linked to it (if the Customer has not entrusted managed services to Ikoula).

If the Customer subscribes to managed services provided by Ikoula, Ikoula will carry out the necessary updates. In this respect, the Customer will be informed of scheduled maintenance with reasonable prior notice.

Maintenance operations are scheduled to minimize service interruptions. The Customer acknowledges and accepts that such maintenance may cause disruptions or interruptions to the Service and releases Ikoula from any liability in this respect.

8.2. Emergency Maintenance

Ikoula may also be required, in emergencies, particularly those related to security risks, to carry out maintenance without prior notice. The Customer acknowledges and accepts that such maintenance may cause disruptions or interruptions to the Service and releases Ikoula from any liability in this respect, it being specified, however, that Ikoula will use its best efforts to limit the impact of such disruptions or interruptions of Service for the Customer.

9. Customer Obligations

9.1. Security and Configuration Choices

If the Customer does not subscribe to the managed services option for the Service, the Customer is responsible for the configuration choices it makes for the Service and may not seek to hold Ikoula liable in this respect. In this case, the Customer is the administrator of the Service made available to it. In this regard, the Customer is solely responsible for implementing measures that ensure the security and stability of the Service.

In addition, the Customer must take the necessary technical and organizational measures to ensure business continuity (in particular by implementing redundancy), particularly in the event of a disruption that may affect the availability, integrity or confidentiality of the Services.

9.2. Updates

If the Customer does not select the managed services option for the Service, the Customer is responsible for keeping the Operating System and installed Software up to date in order to prevent security vulnerabilities.

Accordingly, the Customer is responsible for carrying out maintenance and update operations for the Operating System installed on the Equipment.

The Customer assumes full responsibility, in particular, for operations (maintenance, updates, etc.) carried out in breach of the applicable terms of use and/or License terms, or for any malfunction of the Firewall following operations carried out by the Customer, and Ikoula may not be held liable in this respect under any circumstances.

10. Suspension of the Service

In addition to the cases described in the General Terms and Conditions of Sale or the Framework Agreement, the Service may be suspended by Ikoula in the event of non-compliance with these Special Terms, in particular in the event of abusive or illegal use of the Service.

11. Early Termination of the Service

The Customer may terminate the Service early. At the Customer's discretion, such termination may take effect immediately or at the end of the current subscription period, in accordance with the General Terms and Conditions of Sale or the Framework Agreement.

12. Service Level Commitments (SLA)

Ikoula undertakes to apply service quality guarantees.

These guarantees include:

- The Recovery Time Guarantee;
- The Intervention Time Guarantee.

Unless otherwise specified, the guarantee period (the "**Guarantee Coverage Period**") corresponds to the period of Business Hours on Business Days.

In the event of non-compliance with the service quality guarantees, Ikoula shall owe the Customer liquidated penalties, the amount of which is specified below. These penalties must be expressly requested in writing by the Customer to Ikoula Technical Support and shall take the form of credits offset against amounts due by the Customer.

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

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

12.1. Recovery Time Guarantee

The "**Recovery Time**" means the period between the opening of the Ticket caused by the total interruption of the Service ("**Critical Incident**") and the resolution of the Incident, as indicated on the Ticket. The Recovery Time runs only during the Guarantee Coverage Period.

Accordingly, during the Guarantee Coverage Period, Ikoula undertakes to meet a Recovery Time that varies depending on whether or not the Customer has subscribed to the Firewall managed services. Penalties may therefore be requested by the Customer, according to the procedure described above, in the event of non-compliance with this Recovery Time, in accordance with the table below:

Range	Service level		Penalties
	unmanaged	managed	
Virtual FW on HA VPS	12h	4h	5 per cent of the invoices settled monthly in respect of the Service being unavailable, calculated in thirty (30)-minute increments beyond the specified Service Level Agreement (SLA), up to a maximum of 50 per cent of those invoices
Virtual FW on Platform VPS	12h	4h	
Physical FW	12h	4h	

12.2. Intervention Time Guarantee

The "**Intervention Time**" means the period between the opening of the Ticket caused by the total interruption of the Service ("**Critical Incident**") and the handling of the Incident by Technical Support.

Where the Customer has subscribed to the Firewall managed services, the Intervention Time Guarantee mentioned in the Special Terms for the Managed Services applies.

Where the Customer has not subscribed to the Firewall managed services, Ikoula undertakes to meet an Intervention Time, and penalties may be requested by the Customer in the event of non-compliance with this Intervention Time, in accordance with the table below:

Range	Service level	Penalties
	unmanaged	
Virtual FW on HA VPS	30 min	5 per cent of the invoices settled monthly in respect of the Service being unavailable, calculated in thirty (30)-minute increments beyond the specified Service Level Agreement (SLA), up to a maximum of 50 per cent of those invoices.
Virtual FW on Platform VPS	30 min	
Physical FW	30 min	

13. Liabilities

Firewall without Managed Services	Ikoula	Customer
Choice and sizing of the Firewall		X
Installation, basic initial configuration and delivery of the Firewall	X	
Configuration/Administration of the Firewall, including VPN service		X
Maintenance and monitoring of infrastructure accessibility (power, network) and environmental conditions	X	
Maintaining the proper operation of the Firewall hardware components (response to hardware failure)	X	
Maintenance and monitoring of the Firewall		X
Maintaining the Firewall in secure operating condition		X
Management of logical access to the Firewall		X
Management of access to the Extranet		X
Backup of Firewall data (configuration, logs, etc.)		X
Analysis of Firewall logs		X
Implementation of a DRP / BCP		X
Use of the Firewall in compliance with Ikoula's terms and applicable regulations		X
Reporting incidents to Ikoula support		X
Management of the physical security of the Firewall	X	
Retrieval of Data before termination		X
Reconditioning / recycling of the Firewall	X	

Firewall with Managed Services	Ikoula	Customer
Expression of requirements (including any VPN service)		X
Analysis of needs and recommendations	X	
Choice and sizing of the Firewall		X
Installation, initial configuration and delivery of the Firewall (including VPN service)	X	
Acceptance testing		X
Administration of the Firewall (including VPN service)	X	
Maintenance and monitoring of infrastructure accessibility (power, network) and environmental conditions	X	
Maintaining the proper operation of the Firewall hardware components (response to hardware failure)	X	
Maintenance and monitoring of the Firewall	X	
Maintaining the Firewall in secure operating condition	X	
Management of logical access to the Firewall	X	
Management of access to the Extranet		X
Backup of Firewall data (configuration, logs, etc.)	X	
Analysis of Firewall logs	X	
Implementation of a DRP / BCP		X
Use of the Firewall in compliance with Ikoula's terms and applicable regulations		X
Reporting incidents to Ikoula support		X
Management of the physical security of the Firewall	X	
Retrieval of Data before termination		X
Reconditioning / recycling of the Firewall	X	

Executed by electronic signature,

As....