

TERMS AND CONDITIONS OF SALE

The Company IDECSI (the “Service Provider”) markets software in SAAS mode which deals with the supervision of access to and configuration of protected applications. This software service in SAAS mode is based on an Idecsi Access Analyzer (I2A) platform which is an innovation resulting from substantial Research & Development and is the subject of worldwide patents. The I2A Solution (the “Solution”) collects “Technical Data” from the protected applications (primarily, but not limited to, logs and configuration objects) and analyzes this data to perform audits and/or to identify any unauthorised connection or action and, in case of detection, issue alerts to the identified recipients.

The Client wishes to benefit from the security and audit function that the IDECSI ACCESS ANALYZER® solution allows. The Client acknowledges having received from the Service Provider all the necessary information for assessment of the suitability of the SAAS software for its needs, to understand the function of the Idecsi Access Analyzer Solution and to understand the requirements necessary for its use.

PROCESSING DATA

The I2A platform does not have the ability to access the content of the protected applications. The Service Provider undertakes never to use the information which is collected through the platform for purposes other than to render the service required, and to contractually bind its employees similarly. The IDECSI platform collects only Technical Data such as the IP addresses of devices connecting to a protected application, the protocols used, the IDs of the devices used, the configurations, and personal data (names, email addresses, ...) are determined from the logs generated natively by the protected applications.

PROTECTION OF PERSONAL DATA

The Service Provider is in full compliance with GDPR. It is understood between the parties that the Client acts as the data controller. The Service Provider acts on behalf of the Client as a data processor within the meaning of the GDPR. As such, the Service Provider is required to process any personal identifying information in accordance with the instructions of the Client and may not use the said information for purposes other than those specifically defined and authorized by the Client. The Service Provider undertakes to collect and process any personal data in accordance with any applicable regulations.

USER PERSONAL DATA

The Client is responsible for the use of the SAAS Solution by its Users. The Client is solely responsible for the quality, legality and relevance of the personal data collected from users for the purpose of using the Service, such as email addresses and phone

numbers. The Client also guarantees that it has the rights to use such data. The Service Provider disclaims any liability in the event of non-compliance of this personal data with laws, regulations or the needs of the Client. The Client is solely responsible for personal content used by the SAAS software. The Client remains the sole owner of the data processed by the Solution.

PURPOSE

The purpose of this document is to define the terms and conditions applicable to the use of the Service proposed by the Service Provider which relies on the installation and operation of the Idecsi Access Analyzer Solution (I2A), part of which may be installed in the Client's environment.

DESCRIPTION OF THE SERVICE

The following activities make up the service provided by the Service Provider:

- Installation of relevant components of the Solution in the Client's environment (only required if the protected application is running in the Client's environment). This is installed on servers provided by the Client.
- Provision of cloud data centre resources for log analysis for security monitoring and auditing.
- Configuration of the Solution to make the service operational: configuration of the overall platform, assistance with the configuration of the Client-specific requirements (protected accounts, administrators, etc).
- Access to the administration console of the solution.
- Technical support.

DESCRIPTION OF ACTIVITIES RELATED TO PREMIUM I2A SUBSCRIPTIONS

As part of the subscription to a premium subscription, the Service Provider may optionally provide a monitoring service for the I2A platform. The conditions of access to the service and the execution of the service (communication process, schedules, support, configuration, ...) are described in a separate document.

LIABILITY OF THE SERVICE PROVIDER

The Service Provider undertakes to provide the services described in the preceding paragraphs with a minimum availability rate of 99%, provided that, in the event that there are components installed in the Client's environment, those resources are available. The Service Provider will provide Client with information and advice necessary to utilise the service effectively. The Service Provider undertakes to make all commercially reasonable efforts to ensure optimal performance and availability of the Solution.

CLIENT RESPONSABILITIES

In the case that the protected application is in the Client's environment, the Client agrees to install and configure in its environment the required component(s) of the I2A Solution, which are an integral part of the service and without which the

Services could not be rendered. The Client undertakes to provide the Service Provider with the necessary access to verify the operation and maintenance of the components.

The Client undertakes to communicate any configuration changes having an impact on the operation of the Solution.

In the case that the protected application is a purely cloud application, the foregoing does not apply.

The source data for the realization of the Service are received from the protected application, provided by the Client. In the event that the data is altered prior to being received by the I2A system, the Service Provider is not responsible for the resulting analysis.

TECHNICAL REQUIREMENT AND INSTALLATION

The installation must comply with the technical requirements provided by Idecsi to the Client.

Unless otherwise agreed between

the parties indicated in the order form, the date of installation is within 30 days of the signed the order form.

DATA RETENTION PERIOD

The retention time of the Technical Data is configurable and depends on the strategy of each Client. By default the data are kept 90 days in the I2A platform.

HOSTING

The I2A service is operated in the Microsoft Azure Cloud located in France.

SCOPE COVERED

The scope covered by the SAAS software will be indicated on the order form.

Subscriptions take effect at installation or no later than 30 days after:

- Receipt of the IDECSI order form
- The installation date stipulated in the order form.

If the effective date is:

- Between the 1st and the 15th of the month: Start of the subscription is on the 1st of the month on the current month
- Between the 16th and the 31st of the month: Start of the subscription on the 1st of the following month

The scope and dates for Flash Audit one-off service will be indicated on the order form.

DURATION

Subscriptions have a duration of 36 months from the effective date and are automatically renewed unless requested otherwise.

In the event of termination, Client must provide written notice three months prior to the renewal date.

PRICE

As stipulated in the order form.

Method of payment

Invoicing is annual in advance, with payment within 30 days by direct transfer.

For Flash Audit one-off service, invoicing is on delivery of the output. Payment within 30 days by direct transfer.

SUPPORT

Contact email address: support@idecsi.com. Support is provided Monday to Friday from 09:00 to 17:30 UK time, except holidays.

OWNERSHIP

The Client is and remains the owner of all the Data collected and used via the Service and the Solution.

The Service Provider is and remains the owner of the intellectual property rights relating to any element of the Service and the Solution made available to the Client.

The use of the service does not confer on the Client any right of ownership over the Solution.

The temporary provision of the

Solution under the conditions provided for in this agreement may not be considered as the transfer of any intellectual property

rights to the benefit of the Client. The Client is prohibited from reproducing any element of the Solution, or any documentation

concerning it, by any means whatsoever, in any form whatsoever and on any medium

whatsoever. The Client is also prohibited

from any attempt to disassemble the software.

Idecsi standard terms of business

COMMUNICATION

The Service Provider may identify the Client as a client of Idecsi. Any further public communication is subject to prior written agreement between the parties.

INSURANCE

The Provider has taken out the necessary insurance to cover the risks related to the exercise of its activities. It undertakes to provide appropriate documentation to the Client on request.

CONFIDENTIALITY

Each Party (the "Disclosing Party") has made, or expects to make, available to the other Party (the "Receiving Party") certain

information and materials which are technical and/or relate to a Party's business, whether it constitutes a trade secret, whether

it is public domain materials arranged or compiled in a novel or non-obvious manner, which may include, among other things,

source or executable programs, algorithms, technical or business know-how, marketing materials; processes; financial data;

analyses; forecasts; past, present or prospective Clients or employees; documents marked 'Confidential' or similar equivalent

language ; business practices; business plans; product plans; and proposals (hereafter individually and collectively referred to as

the "Confidential Information"). Confidential Information may be written, oral or in any other media or format. The term

Confidential Information includes, but is not limited to (a) all copies and reproductions thereof, whether in whole or in part, (b)

all summaries, analyses, compilations, studies, notes or other records which contain, reflect, or are generated from such information, and (c) the actual existence of the association between the Parties relating to the purpose of this Agreement.

Each Party undertakes to:

- keep confidential any Confidential Information it receives from the other Party, including not divulging such information to any third party, other than employees or agents who have a need to know
- use the Confidential Information of the other party only for the purpose of exercising its rights and fulfilling its obligations under this agreement.

This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

Each Party shall return or delete, on request, all copies of the documents and media containing Confidential Information of the other Party, at the end of the Contract, regardless of the cause.

The Parties further undertake to enforce these provisions for their staff, and by any agent or third party who may be involved in any capacity whatsoever under the Contract