

TEHTRIS XDR Platform – General Terms of Use

1. Applicable conditions

The provision and use of the Service are governed by these General Terms of Use, any Special Terms of Service and where applicable any Third-Party Product Terms and Conditions. All the aforementioned applicable documents together form an Agreement (hereinafter the **"Agreement"**) between the User and TEHTRIS for Service provision and use.

By using and/or downloading Third-Party Products, the User accepts the Third-Party Product Terms as set forth herein.

The current general terms of use are available for consultation on the TEHTRIS website <https://tehtris.com/legal>

By downloading, installing, copying or otherwise using the Service, the User acknowledges to have read, understand and is deemed to have accepted the Agreement provisions. If the User does not accept them, he/she is not authorized to install and/or use all or part of the Service for any purpose.

2. Definitions

Capitalized terms used in the Agreement, in the singular and/or plural, shall have the following meaning:

"Alert" means feedback from the software analysis of Events indicating that a certain threshold set by TEHTRIS or a certain technical abnormality has been reported within the Service.

"Appliance" or **"Virtual Machine"** or **"VM"** means a virtual server configured to perform specialized tasks depending on the TEHTRIS Solution with which the Appliance is associated. Appliances are located in the TEHTRIS datacenter and/or in the User's infrastructure ("On-Premise").

"Credentials" :the User's own identifier ("login"), the connection password ("password"), and the digital certificate for connecting to a TEHTRIS digital environment.

"Data" means the User's data, whose use is the Agreement's subject.

"Documentation": means all documents made available to the User by TEHTRIS, enabling the User to know and understand the Services offered characteristics. These resources may include (a) information about the various functionalities, configurations, options and ranges available, and (b) documentation, technical guides or Services' use examples (or "use cases")

"Incident" means an Event likely to compromise the integrity, availability, confidentiality, or accountability of all or part of the User's infrastructure.

"Intellectual Property Right(s)" means all (a) rights related to copyright and related rights, including, but not limited to, economic and moral rights, (b) trademark rights, company names and related rights, (c) trade secrets, (d) patent rights, design and database rights, (e) other Intellectual and Industrial Property Rights of every kind and nature, and (f) registrations, initial applications, renewals or extensions thereof (including all rights to make or apply for any of the foregoing).

"Log" refers to a log of security events generated by components of the User's information system and containing sequential records, generally time-stamped, emanating from a computer process of the system or application type.

"Partner" means an entity other than TEHTRIS with which the User has subscribed to the Service.

"Professional Services" refers to an optional service.

"Service(s)" means all: (i) TEHTRIS Solutions, (ii) TEHTRIS XDR Platform and any other computing environment; (iii) Professional Service, (iv) and all related Documentation, as subscribed by the User.

"Software" means any software provided by TEHTRIS to the User and in particular certain elements present and/or used in the TEHTRIS Service.

"Special Terms of Service": binding document describing one or more services provided by TEHTRIS, stipulating the specific terms and use to said service(s).

"Technical Requirements" refers to a set of conditions to be met by the User for Agreement proper execution and mentioned to the Documentation.

"TEHTRIS" refers to REAK-T, SASU with a capital of 1 000 €, headquartered at 56 rue de Ponthieu, 75008 Paris, France, registered with the Paris Trade and Companies Register under SIRET no.: 106 496 029

"TEHTRIS Affiliate" : any company that TEHTRIS controls, that controls TEHTRIS or with TEHTRIS under common control of a third entity. Control is defined in Article L233-3 of the French Commercial Code, and may be direct or indirect.

"TEHTRIS Solution" refers to operational cybersecurity functionality provided as SaaS, commissioned from one or more Appliance(s), consisting of several SIEM agents and/or sources.

"TEHTRIS XDR Platform" means a platform located in the TEHTRIS Datacenter and providing access to the Service if subscribed by the User.

"Third Party Products" Any product (such as operating system, application, firewall or hardware component) developed by a third party, owned by such third party and made available to the User by TEHTRIS or which the User has directly or indirectly procured from such third party.

"Third-Party Product Terms": contractual terms specific to the use of Third-Party Products made available by TEHTRIS as part of the Service.

"Third-Party service Provider" means a service provider and/or software publisher other than TEHTRIS and providing the User with information technology services (service provision and/or software). The Third-Party service Provider may be a Partner.

"User" refers to any legal person who has subscribed to the Service as professional.

3. Contractual documents

The Agreement aggregates the following contractual documents:

- These General Terms of Use, its appendices and Documentation;

- If applicable, the Special Terms of Service;
- If applicable, the Third-Party Product Terms.
- Quotations and/or purchase orders signed by the Parties.

In the event of a conflict between one or more contractual provisions contained in any of these documents, the provision of the higher-ranking document shall prevail. In the event of a conflict between the terms of documents of the same rank, the most recent shall prevail.

It is expressly stipulated that any contrary clause contained in the User's general terms of purchase or in any other document of the kind, shall not prevail on the Agreement.

4. Duration and effect

The Agreement shall come into force (a) upon signature of the quotation by the User or (b) upon receipt of the purchase order, the most recent date shall be retained.

The Agreement duration is the subscription period specified in the quotation ("**Initial subscription period**").

The date (a) of quotation signature, or (b) of purchase order, the most recent date shall be retained, is the "**Agreement anniversary date**", meaning the Service beginning.

Any Agreement continuation beyond the initial Subscription Period will result in automatic Agreement renewal for the same duration, unless one of the Parties notifies the other in writing of its wish to modify the subscription or terminate the Agreement, at least three (3) months before the end of the Initial and/or renewed Subscription Period.

The quotation signature and/or the purchase order issuing by the Partner to TEHTRIS and/or the Service beginning constitutes full and unreserved acceptance of the Agreement and constitutes a firm and definitive order by the User, who may not cancel it.

5. Try and Buy

Only in the case expressly agreed between the Parties and mentioned in the quote/purchase order, the User may benefit from the possibility of trying all or part of the Service (hereinafter "Try and Buy") for a maximum period of one (1) month, unless otherwise agreed in writing. The purpose of this phase is to allow the User to verify and validate the adequacy of the Service with his needs.

The Try and Buy phase begins on the Agreement effective date. During this Try and Buy phase, the Service Level Agreements (SLA) will not apply.

At the end of the Try and Buy phase, the Agreement shall automatically continue to apply. If the User wishes to terminate the Try and Buy phase, the User shall notify TEHTRIS of its choice not to continue the Try and Buy, which shall automatically terminate five (5) business days from the date of receipt of the notification by TEHTRIS. If the User decides to terminate the Try and Buy the User shall remain liable to pay the costs due until Try and Buy's termination date.

6. Intellectual property

6.1. SaaS license

TEHTRIS grants the User a personal, non-exclusive, non-assignable and non-transferable right to access and use the Service, for the Agreement entire duration and worldwide. The license is granted for the sole and exclusive purpose of enabling the User to use the Service for its internal

needs and in accordance with its documentation, to the exclusion of any other purpose. The right of use shall mean the right to represent and implement the Service in accordance with its intended purpose, in SaaS mode via a connection to an electronic communications network.

The User strictly prohibits any other use, in particular but not limited to adaptation, modification, translation, arrangement, distribution, any improper or fraudulent use of the Services and resources made available to the User, in particular any use that may jeopardize the stability and security of TEHTRIS' systems or that may lead to a deterioration in the performance of the Services provided.

Subject to the legal provisions of public order in force, the User is not authorized to decompile the Software, codes and algorithms used within the TEHTRIS Service, in particular for reverse engineering purposes.

Unless otherwise agreed between the Parties, the User may under no circumstances make the Service available to a third party not acting on its behalf.

6.2. Property

6.2.1. TEHTRIS property

TEHTRIS is and shall remain the owner of the Intellectual Property Rights relating to the Service made available to the User, its know-how and methods used in the performance of the Agreement, as well as the entire IT infrastructure (software and even hardware where applicable) provided by TEHTRIS and implemented or developed under the Agreement. The Software and associated Documentation, all copies, improvements, modifications and derivative works resulting therefrom, as well as all associated Intellectual Property Rights, are and shall remain TEHTRIS' sole and exclusive property.

With respect to the detection rules, correlation rules and any other type of rule made available on the TEHTRIS XDR Platform interface, the User grants TEHTRIS a license to use the rules it develops and integrates into the Service. This license includes the right to reproduce the detection rules or have them reproduced; the right to represent them or have them represented; the right to sub-license, adapt, modify, transform or develop them, in whole or in part; the right to translate them or have them translated, in whole or in part and in any language; the right to market, distribute, commercialize and disseminate them by any means, including rental and lending, whether free of charge or against payment; the right to make any use of them and to exploit them for TEHTRIS' own activities or for the benefit of third parties, in any capacity whatsoever; the right to reproduce, represent and commercialize, whether free of charge or against payment, the modified, adapted or derived rules. These rights are granted on a non-exclusive basis, free of charge, for the duration of the protection of the rights and for worldwide.

TEHTRIS reserves the right on a permanent basis to collect and retain malware and any malicious or suspicious elements to improve its databases and heuristics, to continuously improve its products and services, for research and development purposes, for analysis or reporting purposes provided that such operations do not allow the User to be identified and do not include information that can be used to identify natural persons. TEHTRIS retains ownership of, and all rights and interests in, any intellectual property or work product resulting from its use and analysis of such information.

6.2.2. User property

The User is and remains the owner of all Data sent to the Service.

The Agreement does not grant the User any ownership right to the Service. The Service temporary provision for the Agreement duration shall not be construed as the transfer of any Intellectual Property Right to the User, within the meaning of the French Intellectual Property Code.

TEHTRIS does not provide the User or any other person with any access or right, under any conditions whatsoever, to the source codes of all or part of any component of TEHTRIS Service.

7. Service quality

TEHTRIS provides in best efforts to guarantee the Service against programming defects for the Agreement duration. This warranty shall cease to apply if the User or a third party acting on the User's behalf modifies or attempts to modify all or part of the Service.

TEHTRIS shall not be held liable for any Service unavailability or slowdown due to the technical hazards inherent in the Internet and the service provider and data host, and for any resulting access interruption.

TEHTRIS warrants the Service continuity in accordance with the Service Level Agreements ("SLAs") set out in Appendix 1 and/or in the applicable Special Terms of Service. TEHTRIS makes no other express or implied warranties with respect to the Service, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The User acknowledges that Software may contain errors and that not all errors are economically rectifiable or necessary to correct. TEHTRIS therefore does not warrant that all faults or errors in the Service will be corrected.

8. Maintenance

For the Agreement duration, TEHTRIS shall provide technical (1), corrective (2) and evolutionary (3) maintenance for the TEHTRIS Service (together hereinafter referred to as "Maintenance"). Maintenance is governed by this Article and Appendix 1.

TEHTRIS shall not be liable for Maintenance in any of the following cases: (i) use of all or part of the Service not in accordance with its intended purpose or Documentation by the User or a third party under the User's responsibility; (ii) implementation of software packages, software or operating systems or use of elements incompatible with the Technical prerequisites as mentioned in the Documentation; (iii) breach by the User of its obligations under the Agreement; (iv) the User refuses to carry out or exceeds the deadline for carrying out updates requested by TEHTRIS; (v) failure of electronic communication networks; (vi) willful act of damage, malice or sabotage; (vii) force majeure.

Before carrying out any Maintenance or Service reinstallation, the User is solely responsible for carrying out any operations, such as backups, required to preserve its Data. TEHTRIS does not retain any Data once a service has been updated or reinstalled.

Maintenance may make all or part of the Service temporarily unavailable. TEHTRIS shall not be liable for any impact this may have on the User's activities. Unless they result exclusively from a failure by TEHTRIS to perform its obligations, the aforementioned suspensions shall not be considered as downtime of the Service referring to service level provided for in the Agreement.

8.1. Technical maintenance

Technical maintenance is scheduled by mutual agreement with the User or Partner, except for operational emergency (e.g. a security patch).

As an exception to the preceding paragraph, TEHTRIS reserves the right to adjust and/or delete in the Alerts and/or Logs, which are reported or stored when the TEHTRIS XDR Platform and/or a Cloud Appliance' proper functioning could be jeopardized (in a non-limitative manner: in the event of a nearly full disk, negative impacts on velocity or volume, problems with backups, problems with the CPU and RAM or with performance in general).

8.2. Corrective maintenance

TEHTRIS provides corrective maintenance for the Service under the conditions described in Appendix 1. "**Anomaly**" refers to any malfunction or non-compliance of the TEHTRIS Solutions with their specifications and intended purpose, reproducible by the User, which prevents the normal operation of all or part of the TEHTRIS Solutions. Subject to the conditions described in Appendix 1, TEHTRIS shall qualify the level of defect and may, at its sole discretion, diagnose a malfunction and correct errors and/or bugs or carry out updates.

8.3. Evolutionary maintenance

TEHTRIS may, at any time, add, modify or delete all or part of the Service's options and functionalities, and upgrade its performance.

Evolutionary maintenance is scheduled by TEHTRIS, which informs the User or Partner in advance of the upgrade periods and dates.

The User is hereby informed that it shall apply the new version available within the one (1) month-period from its made available. TEHTRIS will provide Maintenance only on the latest version. If the User refuses to upgrade or exceeds the period to apply the new version the User will not be able to benefit from Maintenance.

9. Financial conditions

Unless otherwise agreed between the Parties, or where applicable between the User and the Partner, this "Financial Conditions" Article shall apply.

9.1. Price

Services are payable as follows:

- The Service is invoiced annually or multi-annually (*upfront payment*) in advance as specified in the quotation. The invoice is calculated on the quotation's subscription basis. Any overrun will result in TEHTRIS adjusting the corresponding invoice. Any month started shall be invoiced in full.
- Professional Services are invoiced monthly in arrears.

Some services may incur additional installation or commissioning fees, which are mentioned in the quote.

Subscriptions may only be for a period of twelve (12) months or more. If the User adds new subscriptions during the Subscription Period, these will be due until the end of the current Subscription Period.

Services begin on the date of (a) quotation signature, or (b) receipt of the purchase order, the most recent date shall be retained.

Each service started is invoiced and due in full, including in the event of non-use, partial use, suspension or cessation of use of the Service by the User before the end of the current Subscription Period. No refund or credit will

be granted if the User wishes to terminate or cancel all or part of the subscription before the end of the current Subscription Period.

Prices are exclusive of taxes, customs duties and similar levies. Taxes will not be deducted from payments due to TEHTRIS, unless required by law, in which case the User will increase the amount to be paid where applicable, so that after making all required deductions and withholdings, TEHTRIS receives and retains (free of any tax liability) an amount equal to that which it would have received had such deductions or withholdings not been made.

9.2. Price evolution.

Unless otherwise agreed between the Parties, the prices shall be revised annually by TEHTRIS by applying a rate of five (5) % increase. The price revision will apply to the current Subscription Period. A supplementary invoice will be issued where applicable.

In any event, prices shall be revised by TEHTRIS for each renewal Subscription Period, provided that TEHTRIS notifies the User of the new prices at least three (3) months before the current Subscription Period end.

9.3. Invoicing

Invoices are payable within thirty (30) days of their issuing date by direct debit or bank transfer. The first invoice is due on the date of (a) quotation signature, or (b) purchase order's receipt, the most recent date shall be retained.

Where applicable, any purchase order from the User must contain at least the reference of the associated TEHTRIS quotation. By default, the billing address is the quotation recipient registered office. The invoice is sent to the User by e-mail. It is the User's responsibility to keep a copy in accordance with current regulations.

Without prejudice to any damage, failure to pay or late payment, including partial payment of an invoice, shall automatically give rise on the day following the due date to: (i) the application of late payment interest equal to three (3) times the legal interest rate without prior formal notice; (ii) a flat-rate indemnity in accordance with Article L.441-10 of the French Commercial Code for collection costs, the amount of which is set by decree at forty (40) euros; where the collection costs incurred exceed the amount of this flat-rate compensation, TEHTRIS may request additional compensation, subject to justification; and (iii) Agreement termination at the end of a period of fifteen (15) days following notification by registered letter with acknowledgement of receipt which has remained unsuccessful.

10. Penalties

TEHTRIS undertakes to comply with the performance deadlines and SLA stipulated in the Agreement. Where expressly provided for in the Agreement, TEHTRIS may be subject to the penalties provided for therein.

The penalties are intended to penalize TEHTRIS' exclusive failure to comply with its obligations. Under no circumstances shall the User be entitled to avail itself of this article or to claim penalties in the event of a breach resulting in whole or in part from: (i) events or factors beyond the control of TEHTRIS such as, but not limited to, force majeure, acts of third parties, Internet connection problems, Internet network malfunctions, malfunctions or misuse of hardware or software under the User's control, computer attacks; (ii) a failure by the User to comply with its obligations under the Agreement; (iii) misuse or inappropriate use of the Service by the User ; (iv) maintenance in accordance with Article - Maintenance; (v) loss of Data and/or interruption

and/or drop in service by the telecommunications operator, data hosting operator, electricity supplier; (vii) failure of electronic communication networks or Internet transport networks or associated IT platforms (hardware and software), in particular its access provider(s) and data hosting provider(s). The application of any of the exclusion case defined above shall be established by TEHTRIS by any means, and in particular based on TEHTRIS' information system (such as connection data). For any service made available free of charge or offered by TEHTRIS to the User, the associated SLA is not guaranteed and no credit may be granted to the User in the event of non-compliance therewith.

Penalties will be deducted from the User's next invoice upon simple request by the User, made by e-mail, no later than the month following the month in which the unavailability was noted by the User. Failing this, the User will no longer be entitled to claim said compensation.

It is expressly agreed that the penalties shall constitute flat-rate compensation to the User for all losses resulting from TEHTRIS' failure to comply with the SLA affected; the User hereby waives all other claims, complaints and/or actions.

11. Responsibilities

Each Party assumes responsibility for the consequences resulting from its own faults, errors or omissions, as well as those of any subcontractor, and causing direct and foreseeable damage to the other Party.

This section "Responsibilities" shall be effective even in the event of Agreement termination.

11.1. TEHTRIS' liability

TEHTRIS shall provide the User with the Service in accordance with the terms agreed between the User and/or the Partner.

Subject to the SLA provided for in this Agreement and/or in the Special Terms of Service, TEHTRIS is subject only to an obligation of means with regard to the Service's capacity and performance, meaning that TEHTRIS cannot guarantee the prevention and exhaustive detection in real time and/or deferred time of any attack or computer threat, any security Incident, any breakdown affecting all or part of the monitored information system. As an IT professional and as part of its duty to advise, TEHTRIS will provide the User with any recommendation required to optimize his choices and ensure the most appropriate coverage of his needs.

Should TEHTRIS provide consulting services to the User, TEHTRIS shall not be liable for any decision made by the User insofar as the services concerned consist solely of providing observations and advice. As the User has a choice between a multitude of solutions, the decision whether or not to implement the observations and advice rests solely with the User.

Under penalty of foreclosure, the time limit for bringing any action against TEHTRIS shall not exceed two (2) years from the damage's knowledge date.

11.2. User's liability

The User undertakes to cooperate with TEHTRIS and to provide or guarantee access to any information or items that TEHTRIS may reasonably require in order to fulfill its obligations under this Agreement. In particular, the User shall notify TEHTRIS of any specific legal and regulatory requirement to which it is subject, in particular those relating to IT security and its sector of activity, so that such requirements can be taken into consideration by TEHTRIS, which shall use its best efforts to meet them.

The User is deemed to have, or to have obtained from any third party, all rights of ownership and access to the information systems within the Service scope. The User shall be solely liable for any prejudice that may result from such absence.

The User is solely responsible for: the technical choices and security measures concerning the physical hosting of its equipment (hardware) and IT solutions (software) on which the TEHTRIS Solutions will be installed; its infrastructures where the Service will be used; the soundness of the networks connecting the Service as well as the networks where Data is transmitted between the Service and external infrastructures.

It is the User's responsibility to comply with the volume thresholds indicated through the choice of options on network speeds, hard disk sizes and other Technical Requirements set out in the Agreement and its Documentation, and to notify TEHTRIS within a reasonable period of time of any increase in its processing capacity requirements or any modification of its system which could have impact on the Service.

The User is solely responsible for the selection and modification of the Service security configurations and for any consequence thereof. TEHTRIS shall comply with the User's instructions and shall not be held liable for any loss or damage arising therefrom.

Where TEHTRIS Solutions are used in an Appliance at the User's premises ("On Premise"), the User shall be responsible for the hypervisors where they are deployed, in particular for the sizing, management and good health of said hypervisors. The User alone shall bear the consequences, without this list being exhaustive, of errors and/or malfunctions and/or insufficient sizing of the resources used to host TEHTRIS Solutions.

The User is solely responsible for the content of the Data transmitted to the Service, for whatever reason.

The User undertakes to use the Service accordingly to the Agreement and its Documentation. If malicious or illegal actions are observed towards TEHTRIS' infrastructure or on any element or sub-element of the Service, or if unlawful investigations to study its internal workings are carried out by the User or any other person acting on its behalf, TEHTRIS reserves the right to suspend access to the Service entirely and terminate the Agreement for breach of this essential obligation.

The User is responsible for Credential's use, custody and confidentiality, and any consequence of the loss, disclosure or fraudulent or unlawful use. If the User becomes aware of any unauthorized access, it shall inform TEHTRIS immediately by e-mail.

11.3. Liability limitation and exclusion

IN THE PERFORMANCE OF ITS OBLIGATIONS, NEITHER PARTY SHALL EXCLUDE OR LIMIT ITS LIABILITY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER BASIS OF LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INACCURATE OR CORRUPTED FILES OR DATA, COMMERCIAL LOSS, LOSS OF SALES OR PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, SERVICES OR

TECHNOLOGY, WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE.

IN NO EVENT SHALL TEHTRIS BE LIABLE FOR ANY OF THE FOLLOWING: (I) USE OF ALL OR PART OF THE SERVICE NOT IN ACCORDANCE WITH ITS INTENDED PURPOSE OR ITS DOCUMENTATION BY THE USER OR A THIRD PARTY UNDER THE USER'S RESPONSIBILITY; (II) IMPLEMENTATION OF SOFTWARE PACKAGES, SOFTWARE OR OPERATING SYSTEMS OR USE OF ELEMENTS INCOMPATIBLE WITH THE TECHNICAL PREREQUISITE AS MENTIONED IN THE DOCUMENTATION; (III) FAILURE BY THE USER TO MEET ITS OBLIGATIONS UNDER THE CONTRACT; (IV) REFUSAL BY THE USER OR EXCEEDING THE PERIOD TO CARRY OUT UPDATES REQUESTED BY TEHTRIS; (V) LOSS OF DATA AND/OR INTERRUPTION AND/OR REDUCTION OF SERVICE BY THE TELECOMMUNICATIONS OPERATOR, DATA HOSTING OPERATOR, ELECTRICITY SUPPLIER; (VI) FAILURE OF ELECTRONIC COMMUNICATION NETWORKS OR INTERNET TRANSPORT NETWORKS OR ASSOCIATED COMPUTER PLATFORMS (HARDWARE AND SOFTWARE), IN PARTICULAR OF ITS ACCESS PROVIDER(S) AND DATA HOSTING PROVIDER(S); (VII) WILFUL ACT OF DAMAGE, MALICE, SABOTAGE; (VIII) LOSS, DISCLOSURE OR ILLICIT OR FRAUDULENT USE OF IDENTIFIERS BY THE USER; (IX) FORCE MAJEURE AS DEFINED BY THE ARTICLE FORCE MAJEURE.

11.4. Force Majeure.

NEITHER PARTY MAY BE HELD LIABLE ON THE BASIS OF A FAILURE RESULTING, DIRECTLY OR INDIRECTLY, FROM UNFORESEEABLE EVENTS HAVING THE CHARACTERISTICS OF FORCE MAJEURE AS DEFINED BY ARTICLE 1218 OF THE CIVIL CODE AND CASE LAW. THE PARTIES DECLARE THAT FORCE MAJEURE INCLUDES IN PARTICULAR STRIKES, INCLUDING STRIKES BY THE PERSONNEL OF A SUBCONTRACTOR OF ONE OF THE PARTIES, ACTS OF VANDALISM, WAR OR THREAT OF WAR, SABOTAGE, TERRORIST ACTS, FIRE, EPIDEMICS, EARTHQUAKES, FLOODS AND EXPLOSIONS, AS WELL AS POWER CUTS BEYOND THE CONTROL OF THE PARTY AFFECTED.

HOWEVER, IN ORDER TO AVAIL ITSELF OF THE PRESENT STIPULATION, THE PARTY WHO IS PREVENTED FROM PERFORMING ITS OBLIGATIONS MUST INFORM THE OTHER PARTY IN WRITING AS SOON AS POSSIBLE, SPECIFYING THE CIRCUMSTANCES AND FORESEEABLE DURATION OF THE SITUATION, AND KEEP THE OTHER PARTY REGULARLY INFORMED OF DEVELOPMENTS IN THE SITUATION. IF, DESPITE THE EFFORTS OF THE DEFAULTING PARTY, THE DEFAULT LASTS FOR MORE THAN THIRTY (30) CONSECUTIVE DAYS, THE OTHER PARTY MAY, AS OF RIGHT, TERMINATE ALL OR PART OF THE SERVICES AFFECTED.

11.5. Compensation

REGARDLESS OF THE NATURE, BASIS AND TERMS OF ANY ACTION BROUGHT AGAINST TEHTRIS, THE COMPENSATION DUE TO THE USER FOR ANY DAMAGE SUFFERED, FOR WHICH THE USER PROVIDES FULL AND COMPLETE PROOF AS WELL AS PROOF OF THE CAUSAL LINK, MAY NOT EXCEED AN AMOUNT EQUAL TO OR EQUIVALENT TO ONE HUNDRED (100) PERCENT OF THE SUMS RECEIVED BY TEHTRIS UNDER THE PRESENT AGREEMENT FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DAMAGE OCCURRENCE.

THE USER WAIVES THE RIGHT TO HOLD TEHTRIS LIABLE FOR ANY DAMAGE SUFFERED BY THIRD PARTIES WHO HAVE DIRECTLY OR INDIRECTLY USED THE SERVICES.

11.6. Third-party service Provider

The User may engage a Third Party service Provider to access, use and/or operate the Service. Any such activity shall be carried out on behalf of the User and for the sole purpose of providing services to the User. The User is responsible for the Third Party service Provider's compliance with the terms of the Agreement. Any breach of the Agreement by the Third Party service Provider shall be deemed to be the User's breach. Any Third-Party service Provider requiring access to the Service must be notified to TEHTRIS in writing with fifteen (15) days' notice. TEHTRIS may refuse access to a Third-Party service Provider, in particular if it is an entity competing with or affiliated with a business competing with TEHTRIS or any entity not trained in the use of the Service. Any breach by the User of these types of access shall be deemed as an Agreement's essential obligation breach. TEHTRIS makes no commitment as to the compatibility of the Service with any solution developed by a Third-Party service Provider.

12. Service suspension

TEHTRIS reserves the right to suspend all or part of the Services in the event of (a) a proven risk to the stability and/or security of TEHTRIS systems and environments, the Services and/or Customer data, (b) scheduled Maintenance, (c) a request from a competent administrative or judicial authority, or (d) malicious or unlawful actions are observed towards TEHTRIS' infrastructure or on any TEHTRIS Service's element or sub-element or that unlawful investigations to study its internal workings are carried out by the User or any other person acting on his behalf. Services suspension does not result in data deletion

Such suspension may take place immediately and without prior notice in the event of emergency or necessity, and in particular in the cases described in points (a), (c) and (d) above. Insofar as possible, and subject to judicial and administrative requisitions and non-compliance with these terms and conditions of use of the Services, TEHTRIS shall endeavor to limit the suspensions impact on the Services normal operation.

The aforementioned suspensions in no way relieve the Customer of its obligation to pay all amounts due to TEHTRIS under the Agreement, without prejudice to the possibility for the User to hold TEHTRIS liable under the conditions set out in the "Liability" section below in the event that such suspensions result from a failure by TEHTRIS to perform its obligations. If they result from a breach by the User of its obligations, the aforementioned suspensions shall be without prejudice to TEHTRIS's right to terminate the Agreement in accordance with the conditions set out in the article "Termination for breach" below and to claim compensation for the loss suffered.

13. Eviction warranty

TEHTRIS represents and warrants: (i) that it holds all the Intellectual Property Rights required to enter into the Agreement; (ii) that the Service, as well as the elements necessary for their operation provided in performance of the Agreement, do not infringe the rights of third parties and do not constitute an infringement of any pre-existing work or even infringements of any other software or other intellectual creation belonging to a third party; (iii) that the Service developed is original within the meaning of the French Intellectual

Property Code and do not constitute, in whole or in part, either infringement or unfair competition; and (iv) that nothing shall prevent the User from freely exploiting the elements resulting from the services for Agreement duration.

In the event of legal action brought by a third party against the User and relating to an alleged infringement of the Intellectual Property guaranteed by TEHTRIS, TEHTRIS undertakes to assist the User in its defence and in compliance with the following conditions:

- The User has notified TEHTRIS of such action by registered letter with acknowledgment of receipt as soon as the User became aware of such action;
- That the alleged breach does not relate to changes made directly by the User without TEHTRIS' prior authorization or to any other breach of this Agreement by the User.

Consequently, if all or part of the Service is recognized by a final court decision as constituting an infringement of Intellectual Property Rights attributable to TEHTRIS, TEHTRIS undertakes to reimburse the User's defense costs.

TEHTRIS undertakes to obtain the User's right to continue to use the Service or, failing that, to terminate this Agreement by registered letter with acknowledgement of receipt, effective upon receipt.

The User undertakes to notify TEHTRIS immediately of any infringement of the Service of which it is aware, in which case TEHTRIS shall be free to take such action as it deems appropriate.

14. Confidentiality

The following in particular shall be considered as Confidential Information: any quotation or commercial proposal from TEHTRIS and any request from the User; by default, any information concerning the Service in general which is not in the public domain; any information designated in writing as confidential by one of the Parties; any information concerning the deliverables, services, organizations or activities of the other Party or of a third party and more generally any information of a financial, technical or commercial nature.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to Confidential Information which : has fallen or would fall into the public domain through no fault of the receiving Party; is independently developed by the receiving Party; is legitimately known by the receiving Party before disclosure by the other Party; would legitimately be received from a third party not subject to an obligation of confidentiality; should be disclosed by law or by order of a judicial or administrative authority legally empowered to require such disclosure, provided, however, that the Party obliged to disclose the information has given prior notice to the other Party.

Each of the Parties undertakes : to keep strictly confidential any Confidential Information which has come to its knowledge in the course of the Agreement performance; not to disclose the Confidential Information of the other Party to any third party or Service Provider, other than employees or agents with a need to know; to use the Confidential Information of the other Party only for the purpose of exercising its rights and fulfilling its obligations under the Agreement; to inform the other Party as soon as possible in the event of any Agreement confidentiality obligation's breach, and to assist the other Party in determining the causes of and persons responsible for such breach; to return all copies of documents and media containing the

Confidential Information of the other Party, at the Agreement termination, whatever the cause, or to undertake to destroy them, with the exception of the Agreement and the associated quotations; to ensure compliance with these obligations by its personnel, and by any employee or third party who may intervene in any capacity whatsoever within Agreement framework.

The Parties' obligations with respect to the Confidential Information shall remain in force throughout the Agreement term and for as long as the information concerned remains confidential to the Party disclosing it and, in any event, for a period of five (5) years after the Agreement termination.

The User and any Third-Party service Providers are not authorized during the Agreement and for a period of two (2) years following the Agreement end, to publish or distribute to third parties the results of tests or uses of the Service, comparative or competitive analyses involving the Service, except after obtaining TEHTRIS' written consent.

TEHTRIS reserves the right to use results or reports obtained by the Service for its own publications and internal or external use.

15. Subcontracting

Subject to compliance with the Personal Data Processing Appendix, TEHTRIS is authorized to subcontract all or part of the Services for which it is responsible under this Agreement, and in particular to TEHTRIS Affiliates.

16. Personal Data processing

The processing and Parties' commitments for the Service are detailed in Appendix – Personal Data processing.

The Parties undertake to comply with current legislation and regulations applicable to the processing of personal data ("DCP"), in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (RGPD). Each Party is solely responsible for the processing it thus implements on its own behalf with the Personal Data transmitted by the other Party. Personal Data transmitted in connection with the Agreement shall not be used for any purpose other than its performance, monitoring and litigation follow-up, except in other cases provided for in the Agreement.

17. Audit

TEHTRIS may, subject to fifteen (15) days' notice, carry out or have carried out by a third party audit of the Service conditions of use by the User. The purpose of such audit is to ensure that the User complies with the conditions relating to the rights of use and the rights acquired by the User. The User shall endeavor to cooperate in good faith with TEHTRIS and/or its representative and to provide TEHTRIS with all necessary information, access and documents as soon as possible.

TEHTRIS reserves the right to carry out a supportability study of the User's infrastructure by an independent auditor, in order to assess whether the User's infrastructure corresponds to the TEHTRIS environment set up for the User.

18. Beta-test / Early users

The main purpose of beta test or early user operations is to test the future Service features. Such operations are subject to this Agreement and to TEHTRIS' sole discretion as to their duration, purpose, organization and scope.

If the User agrees to take part in a beta test or early user operation, the User acknowledges that: the Services concerned may contain errors, bugs

and/or other defects; TEHTRIS makes no commitment as to performance, warranty, data backup and/or maintenance in respect of the said Services; TEHTRIS shall in no event be liable in respect of beta test operations. The User is advised to carry out beta test operations in a dedicated digital environment.

User agrees to use its best efforts to provide TEHTRIS with feedback regarding the Service subject to beta testing or early user, including error or bug reports. The User hereby assigns to TEHTRIS all rights relating to such feedback. No remuneration may be claimed by the User in this respect.

The User shall cease to use and destroy all copies of all beta-tested or early-user Service on the earliest of the following three dates: (i) at TEHTRIS's first request; (ii) fifteen (15) days after TEHTRIS releases the Service replacing the beta-tested or early-user Services or (iii) on the scheduled expiry date of the beta-test or early-user operation.

The User may not make available to a third party, distribute or resell the beta-test or early user Services, nor use said Services as a basis for developing a competitive solution (or contract with a third party to do so).

19. Values and Ethics

In application of the principles enshrined in Law No. 2016-1691 of December 9, 2016, on transparency, the fight against corruption and the modernization of economic life, and in national and international Conventions, TEHTRIS pursues a demanding ethical policy and strictly condemns fraud, corruption and influence peddling.

TEHTRIS will only contract with partners who share its objectives. In addition, TEHTRIS prohibits all anti-competitive practices and is committed to social and environmental responsibility

Consequently, the User undertakes to actively fight against all forms of fraud, whether social or economic, and all forms of corruption and influence peddling, whether in the context of relations with a public and/or private agent, at the international, national or local level, whether these practices are engaged directly or indirectly.

In this respect, the User certifies that he has not, directly or indirectly, made or offered and undertakes not to make or offer, promise, give, authorize or accept any payment, gift, promise or any other benefit, for the use or benefit of any other person, where such payment, gift, promise or benefit is or would be for the purpose of

- to influence an act or decision of that person.
- to induce that person to perform or refrain from performing an act in violation of legal obligations.
- to obtain an unfair advantage.
- do or refrain from doing any act in violation of the laws applicable to the activities governed by the Agreement.

The User undertakes to impose on its employees and any subcontractors the obligations set forth in this section and to obtain the same commitment from its subcontractors and co-contractors. In the event of breach of the foregoing undertakings by the User, TEHTRIS reserves the right to terminate this Agreement without notice for breach by the User.

The Agreement may be terminated immediately and by operation of law, by registered letter with acknowledgement of receipt, without further formality if the User, or any of its shareholders, violates a Sanctions Regulation (hereinafter "Sanctions Regulation") or if the User, or any of its shareholders, is directly targeted by a Sanctions Regulation. Termination shall take effect

on the day following the date of receipt of such notice by the User, unless otherwise specified by TEHTRIS to the User in such notice and without the need for TEHTRIS to put the User on notice. Sanctions Regulations shall mean: (i) all French legal and regulatory provisions relating to the fight against corruption and influence peddling, (ii) foreign regulations relating to the fight against corruption with extraterritorial scope, in particular the US Foreign Corrupt Practices Act and the UK Bribery Act insofar as they are applicable, and (iii) international restrictive measures adopted against natural or legal persons.

20. Third-party Products

Subject to any specific undertakings that may be given under the applicable Special Terms of Service, (a) TEHTRIS is not responsible for the Third-Party Products made available as part of the Service, which may in particular contain technical errors, security flaws, incompatibilities or instabilities, and gives no warranty in respect of the Third-Party Products made available as part of the Service (including all information and elements associated therewith such as software, systems, applications, etc.) and (b) the User is only authorized to use the Third-Party Products made available by TEHTRIS within the Agreement scope, to the exclusion, in particular, of any possibility of decompiling, accessing the sources codes, or reinstalling on other infrastructures the software or systems Third-Party Products made available. The User uses the Third-Party Products under his sole responsibility, in compliance with the Agreement terms, and in particular ensures that they are adapted to his needs and to the purposes for which they are used.

21. Logo - reference

The User grants TEHTRIS a personal, non-exclusive and non-transferable right to use the User's logo, company name and website link, including reproduction (digital or hard copy), copying, mention as a customer reference (e.g., in response to invitations to tender, prospect technical specifications), public communication (online broadcast or at a conference/forum). The logo, the name, the internet link and all related rights remain the exclusive property of the User. This right of use is granted worldwide and for the duration of the related copyrights, within the limit of the Agreement duration.

22. Termination

In the event of a substantial breach by one of the Parties of all or part of one of its contractual obligations, the other Party may terminate the Agreement within one (1) month of the formal notice of default, served by registered letter with acknowledgement of receipt, which has remained without effect.

The Agreement may be terminated by TEHTRIS if the User has breached one or more of the essential obligations of the Agreement, in particular the stipulations relating to confidentiality, Intellectual Property, malicious use of the Service, upon receipt of a registered letter with acknowledgement of receipt and without prior formal notice. In the event of a breach attributable to the User, the Subscription period will be invoiced, and the User will not be entitled to any reimbursement by TEHTRIS of the associated sums. In addition, the User shall be liable, where applicable, for the immediate payment of invoices corresponding to compliant services already performed.

In the event of termination for any reason whatsoever, the User will cease to use all Credentials. Each Party will be released from all obligations to the

other arising from the Agreement performance, except for those relating to confidentiality, liability and Intellectual Property.

Furthermore, in the event of the User's receivership or compulsory liquidation, this agreement may be terminated by TEHTRIS ipso jure, unless the administrator decides otherwise, as provided for in Article L. 622-13 of the French Commercial Code.

23. Miscellaneous

23.1. Partial invalidity

Should one or more clauses of the Agreement be declared invalid in application of a law or regulation, or following a final decision by a competent court, the other provisions shall retain their full force and scope, unless the invalid clause(s) is/are of a substantial nature and its/their disappearance would call into question the contractual balance. In any event, the Parties will use their best endeavors to substitute a valid clause, in keeping with the spirit of the original text.

23.2. Waiver

The fact that one of the Parties does not at a given time avail itself of any of the present stipulations and/or tolerates a breach by the other Party of any of the obligations referred to in the Agreement may not be interpreted as a waiver of the right to avail itself of any of the said stipulations later.

23.3. Applicable law and language of the contract

Disputes arising from the interpretation and/or application of the Agreement are subject to French law. This applies to both substantive and formal rules. In the event of a dispute, the laws of the countries in which the virtual servers are located shall not apply, and Agreement shall remain subject to French law.

In the event of the Agreement being drafted in several languages or translated, the French version shall prevail.

For the performance of the present contract, the Parties respectively elect domicile at their registered offices indicated on the first page. Any change in the registered office or address of one of the Parties will only be enforceable against the other Party eight (8) calendar days after it has been duly notified.

23.4. Dispute resolution and jurisdiction

The Parties agree to consider electronic messages and, more generally, electronic documents exchanged between them in electronic form as original writings.

Each Party shall inform the other Party of any breach of contractual obligations committed by the latter, as soon as such breach has been discovered.

In the event of any difficulty in the interpretation and/or performance of this Agreement or any of its amendments, the Parties undertake, in the first instance, to cooperate diligently and in good faith with a view to finding an amicable solution to their dispute. To this end, as soon as a Party identifies a dispute with the other Party, it will request the convening of an ad hoc meeting of officials of each Party, in order to discuss the settlement of the matter in dispute. The meeting will be convened by registered mail with acknowledgement of receipt. This meeting will be held within a maximum of fifteen (15) days from the date of sending the request. IN THE ABSENCE OF SUCH AN AMICABLE SETTLEMENT, ANY DISPUTE WHICH HAS NOT

BEEN SETTLED WITHIN THIRTY (30) DAYS FROM THE DATE OF SENDING THE REQUEST FOR AN AD HOC MEETING WILL BE REFERRED BY THE MOST DILIGENT PARTY TO THE PARIS COMMERCIAL COURT, TO WHICH THE PARTIES GRANT EXCLUSIVE JURISDICTION, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THIRD-PARTY CLAIMS.

23.5. Entire contract

The Agreement constitutes the entire current agreement between the Parties within the scope of its purpose. It cancels and replaces any written

or oral undertaking or agreement that may have been entered into between the Parties in connection with the same subject matter.

TEHTRIS reserves the right to modify this Agreement at any time. It is the User's responsibility to review the latest version of the Agreement. The latest version will come into force thirty (30) days after its publication on <https://tehtris.com/en/legal/> and/or the TEHTRIS website.

Appendix 1: Service agreement

The User can subscribe to one of the three TEHTRIS XDR Platform offers according to his needs:

- TEHTRIS XDR Platform Mutualized with VM Mutualized ("**Mutualized**") ;
- TEHTRIS XDR Platform Mutualized with Dedicated VM ("**Dedicated VM**") ;
- TEHTRIS XDR Platform Dedicated with Dedicated VM ("**Dedicated XDR**")

Available features, warranties and technical requirements may differ according to the offer subscribed to..

If the User has subscribed to TEHTRIS Solutions in On Premise mode, the "On Premise Solutions" lines are applicable to him and are added to the provisions of the offer that concerns him.

Article 1. TEHTRIS XDR PLATFORM ACCESS

Provisions applicable to	Description
Dedicated VM	For the Agreement duration, the User benefits from the TEHTRIS XDR Platform access, secured from the outset (security by design) and located in the TEHTRIS datacenter. It is accessible remotely via the network in SaaS mode.
Dedicated XDR	TEHTRIS provides the User with a right of access to the TEHTRIS XDR Platform for a limited number of accesses. The User will be able to connect 365/7/24, including Sundays and public holidays, except during maintenance periods. The access modalities are set out in the Documentation sent to the User at the time of subscription and available on the TEHTRIS XDR Platform.

Article 2. DATA AND ALERTS HOSTING

Data and Alerts are hosted via subscriptions with a data hosting provider and handled autonomously by TEHTRIS with the latter.

Under an obligation of means, TEHTRIS backs up the contents of the Cloud Appliances under the following conditions:

- Backup recurrence : daily
- Backup content: complete operating systems, Data and Alerts collected the day before the backup day:
 - o Data: TEHTRIS stores Data in the Cloud Appliances up to the Appliance storage capacity and for a period that complies with the recommendations of the CNIL (*"Commission nationale de l'informatique et des libertés"*)
 - o Alerts: TEHTRIS retains the Alerts contained in the TEHTRIS XDR Platform up to the Appliance storage capacity and for a period that complies with the recommendations of the CNIL (*"Commission nationale de l'informatique et des libertés"*)
- Backup Retention period: ninety (90) days

TEHTRIS reserves the right to automatically delete in Data and/or Alerts in order to not clutter the disk and to ensure the Service availability. If the User wishes to retain its Data and Alerts for a further period, TEHTRIS will charge for the storage needed.

Provisions applicable to	Description
On Premise	When TEHTRIS Appliances are installed on the User's premises in On Premise mode, Appliances and Data' back up are the User's sole responsibility.

Article 3. TEHTRIS SOLUTIONS

TEHTRIS makes TEHTRIS Solutions available to the User for remote access (SaaS) from their Appliance(s) via the Internet network and in the Intranet network according to the temporal organization explained below.

3.1. BUILD PHASE

The Technical Requirements necessary for the TEHTRIS Solutions' installation and operation are set out in the Documentation sent to the User at the time of subscription and available on the TEHTRIS XDR Platform. TEHTRIS sets up the subscribed virtual environment, subject to having obtained all the necessary information mentioned in the Technical Requirements. To this end, the User shall cooperate actively with TEHTRIS to provide the required information. Any delay on the part of the User will result in a delay to the Build.

When TEHTRIS has completed the TEHTRIS Appliances integration and/or transmitted the information to the User, TEHTRIS notifies the User with delivery note of the end of the "Build" to the "Run" phase.

The User is advised that TEHTRIS sets up the Cloud Appliances and/or indicates to the User the exact configuration to be applied based on the information provided by the User. Therefore, if TEHTRIS considers the TEHTRIS infrastructure in place does not match the User's actual installed

base, TEHTRIS may require the User to add additional capacity, at an additional cost to be borne by the User. TEHTRIS may carry out this reassessment of the User's installed base within a maximum of two months from the Contract start.

Provisions applicable to	Description
On Premise	For Appliances that are to be located on the User's premises (On Premise), TEHTRIS shall communicate, based on the elements transmitted by the User, the exact configuration of each Appliance to be installed by the User in its own infrastructure. The User shall be responsible for the hypervisors where On Premise Appliances are deployed, in particular for the sizing, management and good health of said hypervisors. The User alone shall bear the consequences, without this list being exhaustive, of errors and/or malfunctions and/or insufficient sizing of the resources used to host TEHTRIS Solutions.

3.2. RUN PHASE

The User deploys the agents, SIEM sources, etc.) and benefits from the Service subscribed and covered by this Agreement.

It is the User's responsibility to comply with the volume thresholds indicated through the choice of options on network speeds, hard disk sizes and other Technical Requirements set out in the Agreement and its Documentation, and to notify TEHTRIS within a reasonable period of time of any increase in its processing capacity requirements or any modification of its system which could have impact on the Service.

The User is solely responsible for the selection and modification of the Service security configurations and for any consequence thereof. TEHTRIS shall comply with the User's instructions and shall not be held liable for any loss or damage arising therefrom.

3.3. EXIT PHASE

In the event of Agreement termination in all or part for any reason set out in this Agreement, TEHTRIS shall terminate all or part of the Service in accordance with Article - Reversibility.

Article 4. TEHTRIS EDITOR SUPPORT

4.1. MISSIONS

The Editor Support includes the following services: management of infra/ SaaS/ product support requests, management of XDR production incidents caused by Anomalies encountered within the Service; management of technical assistance, training and change requests; access to dedicated support contact channels; access to requests for additional services and options; management of version upgrades and deliveries. The Editor Support does not cover Third Party products if case.

Except if Special Terms of Service agreed to by the Parties, Editor Support is provided in business hours according to the agreed service area and performs Corrective Maintenance in accordance with the SLA set forth in Article - Editor Support - Corrective Maintenance, of this Appendix.

Except if Special Terms of Service agreed between the Parties, Editor Support is included in the price of the Services and is provided in English and/or French.

4.2. USE

To ensure the continuity of Editor Support, TEHTRIS reserves the right to subcontract part of the Editor Support under the conditions set forth in Article - "Subcontracting", in particular to its Affiliates. TEHTRIS and its Subcontractors are expressly authorized by the User to connect to the Services and to perform any operation required in connection with Editor Support. Such connection may require intervention by the User.

User agrees not to abuse Editor Support. Before using Editor Support, User shall use the resources and information available in the Documentation (user guides, use cases, product documentation, reporting, monitoring, etc.). User shall not (i) contact Editor Support for services or products not covered by this Agreement, nor (ii) connect Editor Support with its own customers or any other third party to the Agreement. TEHTRIS reserves the right to refuse to accept requests that do not comply with these terms. User agrees to conduct itself in an appropriate, cordial and respectful manner in its dealings with Editor Support.

TEHTRIS reserves the right to refuse any intervention if it finds during its investigations that the User is using the Service in violation of the Agreement or applicable laws or regulations.

4.3. INCIDENT MANAGEMENT

In case of malfunction of the Services, the User shall first perform the technical tests recommended in the Documentation.

If these tests do not resolve the Incident, the User shall report it to the Support Editor using the specific form available in the management interface, providing as much information as possible to enable a proper diagnosis to be made. Each request or declaration of an Incident shall give rise to the registration of a ticket ("**Incident Ticket**") by TEHTRIS. The User is informed by e-mail of the creation of the Incident Ticket and the corresponding number. The User can access the status and history of his Incident requests and declarations on his management interface.

If an Incident Ticket is created, Editor Support will carry out the necessary investigations in order to identify the cause of the malfunction and establish a diagnosis. The User undertakes to remain available to assist in the diagnosis and resolution of the Incident, in particular by providing any additional information, and by carrying out any necessary tests and checks. TEHTRIS undertakes to keep the User informed of the progress of the operations.

If TEHTRIS finds that its Services are available and in good working order, that the existence of the Incident cannot be confirmed or that the Incident is not the responsibility of Editor Support, TEHTRIS shall inform the User. In such event, the time spent by TEHTRIS in performing the diagnosis and assisting the User may be charged. If it appears that the Incident is its responsibility, TEHTRIS shall finalize the diagnosis and work to restore the availability of the impacted Services. In this case, TEHTRIS' intervention shall not give rise to any additional billing. TEHTRIS shall carry out the diagnosis by any means, in particular based on exchanges between the Parties and data from the TEHTRIS information system (such as connection data).

Article 5. SERVICE LEVEL AGREEMENTS (« SLA »)

From the RUN phase, TEHTRIS undertakes to comply with the following Service Level Agreements ("SLAs"):

AVAILABILITY

SLA #	Commitments	Guaranteed rate in	Service Credits
1	Availability of the TEHTRIS XDR PLATFORM , except in the event of planned maintenance or critical emergencies	99,9 %	Between 100% - 99.9 %: 0% Between 99.499% - 95.000%: 5% Between 94.999% - 90.000%: 10% Below 89.999%: 15%

TEHTRIS STANDARD SUPPORT

SLA #	Incident type			Service Credits
		Response Time	Resolution Time (with Workaround)	
2.1.	Blocking/Critical Incident (P1) : refers to a reproducible malfunction, which prevents the normal operation of all or part of the Service(s) in a production environment & which causes the <u>total</u> interruption of all or part of the Service(s). Such Incident cannot be the subject of a definitive correction	1 hour	3 working days	1% of the annual subscription fee - granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)
2.2.	Major Incident (P2) : refers to a reproducible malfunction, which prevents the normal operation of all or part of the Service(s) in a production environment & which causes the <u>partial</u> interruption of one or more essential functionalities of all or part of the Service(s). A Major Anomaly may be the subject of a workaround or a definitive correction	4 hours	5 working days	1% of the annual subscription fee - granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)
2.3.	Minor Incident (P3) : refers to a malfunction that is neither a Major Incident nor a Blocking Incident. Thus, a Minor Incident: (i)	8 hours	Best efforts	1% of the annual subscription fee

	is not reproducible, (ii) does not prevent the normal operation of all or part of the Service(s) and (iii) does not cause the partial or total interruption of the Service(s)			- granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)
--	---	--	--	--

Standard Support is provided during working hours in the Service area determined by the Parties:

- EUROPE: 9am - 5pm UTC +1 summer time, UTC +2 winter time (mainland FRANCE) (default service zone)

Standard Support is implemented by Tehtris following the opening of a Ticket by the User.

² *Response Time, Incident ticket processing. The time runs from receipt of the ticket through TEHTRIS SPHERE.*

³ *Resolution Time with Workaround*, provision of a workaround plan or the Incident's definitive correction where applicable (* or timelines mutually agreed upon depending of the complexity of the Incident)*

TEHTRIS PREMIUM SUPPORT				
SLA #	Incident type			Service Credits
		Response Time	Resolution Time (with Workaround)	
2.1.	Blocking/Critical Incident (P1)	30 minutes	4 hours	1% of the annual subscription fee - granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)
2.2.	Major Incident (P2)	1 hour	8 hours	1% of the annual subscription fee - granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)
2.3.	Minor Incident (P3)	4 hours	Best efforts	1% of the annual subscription fee - granted on the renewal (solely in case of a 3x SLA breach within the annual subscription fee)

¹*PREMIUM Support is provided 24/7.*

PREMIUM Support is implemented following the opening of a Ticket by the User, a phone call or a BAT Phone.

²*Response Time, Incident ticket processing. The time runs from receipt of the ticket through TEHTRIS SPHERE.*

³ *Resolution Time with Workaround, provision of a workaround plan or the Incident's definitive correction where applicable (* or timelines mutually agreed upon depending of the complexity of the incident)*

Subject to the Agreement's Service Credits Article provisions, the total of cumulative service credits may not exceed 15% of the annual subscription fee.

Article 6. DELIVERY NOTICE

TEHTRIS notifies the User of the delivery of any subscribed Service by sending a delivery note. The User has a period of five (5) working days in which to examine whether the TEHTRIS Service meets his expectations and to send TEHTRIS any detailed comments. On expiry of this period of

five (5) days and in the absence of any response from the User, the TEHTRIS Service shall be deemed to have been validated, thereby acknowledging its compliance with the User's expectations.

Should the User make any observations within the aforementioned time limits, TEHTRIS will make the necessary corrections as soon as possible. Once any corrections have been made and sent to the User, the latter will have a period of five (5) working days to check these corrections. Any new iteration will be subject to additional invoicing.

Article 7. REVERSIBILITY

This section applies upon termination of the subscription to all or part of the TEHTRIS Service by the User and/or termination of the Agreement for any reason.

Prior to the date of termination or expiration of all or part of the TEHTRIS Service, as well as prior to carrying out deletion operations, it is the User's sole responsibility to carry out any operation (such as backup, transfer to a third-party solution, etc.) necessary to preserve its Data. TEHTRIS reminds the User that it is the User's responsibility to retain any Data that may be used for any evidential purposes (traces of attacks, etc.). TEHTRIS shall not carry out any restitution (except for TEHTRIS SIEM) or migration of the User's Content, which shall remain the sole responsibility of the User.

Any request for decommissioning by the User shall be notified by e-mail to TEHTRIS no later than fifteen (15) days before the end of the current month. TEHTRIS shall notify its agreement or refusal of such decommissioning within five (5) days. Any decommissioning may result in a change in the rates applicable to the User. If TEHTRIS agrees, the items concerned by the decommissioning will be invoiced until the end of current period subscription. Any request made outside this period will result in decommissioning for the month following the current month and the associated billing.

Subject to the data that TEHTRIS is required to retain in accordance with the regulations in force, the data referred to in the "Property" section, and the data necessary for the defence of its rights, TEHTRIS undertakes within ten (10) days following the termination of all or part of the TEHTRIS Service, and unless otherwise agreed between the Parties, to destroy at its own expense all of the User Data contained in the TEHTRIS Service, and to retain no copies of the Customer's data. Upon completion of such destruction, TEHTRIS may, at the request of the User, provide a record of destruction.

Provisions applicable to	Description
Dedicated VM with TEHTRIS SIEM Cloud and/or On-Premise	The User must request such reversibility operations from TEHTRIS at least six (6) months prior to the end of the Agreement or the date of termination of the TEHTRIS SIEM service, by registered letter with acknowledgement of receipt. Reversibility services are subject to charge on rates public rate in force at the time of the request. Prior to the reversibility operations, TEHTRIS shall communicate to the User the size of the logs and events benefiting from reversibility (hereinafter "Recoverable Data") and the time required to carry out the reversibility. The maximum amount of Data shall correspond to the last six (6) months of performance of the Agreement. It is agreed between the Parties that TEHTRIS shall not be responsible for translating the Data into a different format, in particular to enable it to be read by a new system. Upon commencement of the reversibility phase, TEHTRIS SIEM services will be terminated through the end date of the Agreement, or the end date of the subscription and the service and warranty levels will no longer apply. TEHTRIS SIEM services will continue to be billed during reversion. However, other TEHTRIS Solutions will continue to be active under the Agreement and until their scheduled end date.
Dedicated XDR with TEHTRIS SIEM Cloud and/or On-Premise	Prior to the reversibility operations, the User undertakes to: - Provide TEHTRIS with details of the areas where the recoverable Data is received, including access to them. - not to make any manipulations or modifications in the said areas during the reversibility phase, except with the prior consent of TEHTRIS. Any consequences on the reversibility operations related to manipulations and/or modifications made by the User in the areas of reception of the recoverable Data will have to be entirely taken in charge by the User, who will also assume all responsibility in case of failure of the reversibility operations related to these manipulations and/or modifications. During the reversibility phase, the quality commitments (SLA) and guarantees are no longer assured. TEHTRIS shall not provide any additional technical assistance to the User and/or the Third-Party service Provider in connection with reversibility (e.g., migration of Data to a third party system). These reversible logs and events, hereinafter referred to as "Recoverable Data", are the following: - logs collected in TEHTRIS SIEM Appliances in a format determined by TEHTRIS.

	- logs transmitted by the User's machines that spoke to the TEHTRIS SIEM (and if applicable, through TEHTRIS forwarder), and transformed into a storage format of TEHTRIS' choice. - Modified Data, which contains all or part of the raw Data sent by the User, with useful additional technical elements (e.g.: timestamp, etc.). The recoverable Data will be restored in a standard readable format, namely the JSON format. It will be organized in directories indicating the sources that issued the Data to the User, as well as the dates of the relevant events. When the files reach a certain size, TEHTRIS will compress the Data into smaller files in a compression format chosen by TEHTRIS (LZMA, GZ). The User shall actively cooperate with TEHTRIS to facilitate the reversibility operations of the Data and to ensure the smooth running of such operations. During and after reversibility operations, User shall remain responsible for the download process and technical and organizational choices regarding Data storage, bandwidth, and network. <i>For TEHTRIS SIEM Cloud:</i> Retrievable Data will be remotely downloadable from the Appliances. The Retrievable Data will be accessible through an encrypted channel so that the User can manually select the Data to be collected at their own pace. User ==(download)==> TEHTRIS SIEM Cloud Appliances (Recoverable data) <i>For TEHTRIS SIEM On Premise:</i> Recoverable Data will be exportable from the TEHTRIS virtual machine in two different ways: - 1st method, locally: the recoverable Data will be copied on a hard disk (datastore) added locally temporarily for reversibility to the TEHTRIS Virtual Machine concerned. - 2nd method, remotely: the recoverable Data will be copied on a remote hard disk accessible by an SSH account (SCP and SFTP), via an SSH bi-key system on a UNIX account which will have the possibility to remotely retrieve the Data. In the event that one method does not work, User shall provide TEHTRIS with the means to perform the other method (e.g., User's network is too slow to support dissemination of Data via remote copy in a timely manner).
--	--

Appendix 2: Personal Data Processing ("DPA")

This Appendix (hereinafter referred to as the "**DPA**" meaning under the Agreement "**Data Processing Appendix**") forms an integral part of the Agreement between the Parties. The DPA purpose is to define, in accordance with GDPR Article 28, the terms under which TEHTRIS, acting as Subcontractor and within the Service scope, processes Personal Data on the behalf of the User and according to its instruction as Data Controller. Excluded from this DPA are any Personal Data processing carried out by TEHTRIS in its capacity as Data Controller.

Terms beginning with a capital letter and not defined in this DPA shall have the meaning given to them in the Agreement. The terms "Binding Corporate Rules", "Data Controller", "Data", "Adequacy Decision", "Data Subject", "Data Breach", "Processing", "Subcontractor", "Subsequent Processor", and "Supervisory Authority", have the meanings given to them by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulation" or "**GDPR**").

For this DPA purposes, the User is presumed to be acting as a Data Controller. If the User acts as a Subcontractor on behalf of a third-party Data Controller, the Parties expressly agree that the following conditions shall apply:

- a) the User shall ensure that (i) all authorizations necessary to enter into this DPA, including the User's appointment of TEHTRIS as Subsequent Subcontractor, have been obtained from the Data Controller (ii), a contract, which is in full compliance with this Agreement terms (including this DPA), has been entered into with the Data Controller in accordance with GDPR Article 28, (iii) all instructions received by TEHTRIS from the User in the Agreement performance and this DPA are fully compliant with the Data Controller instructions and (iv) all information communicated or made available by TEHTRIS under this DPA is, where required, appropriately communicated to the Data Controller.
- b) TEHTRIS (i) processes Personal Data only on instruction from the User and (ii) does not receive any instructions directly from the Data Controller, except in cases where, the User has materially disappeared or ceased to have a legal existence without the User's rights and obligations having been transferred to a third entity.
- c) the User, who is fully liable to TEHTRIS for the proper performance of the Subsequent Processor's obligations under this DPA, indemnifies and holds TEHTRIS harmless against (i) any failure by the Data Controller to comply with applicable law, and (ii) any action, claim or complaint by the Data Controller relating to the Agreement provisions (including this DPA) or relating instructions received by TEHTRIS from the User.

1. TEHTRIS' obligations as a Data Processor

1.1. The Data Processor shall comply with applicable data protection regulations in performing the Processing in order to not to expose the Data Controller to a breach of applicable Data Protection Regulations.

1.2. The Data Processor processes Personal Data only to the extent necessary to provide the Services as defined in the Agreement and in accordance with the documented instructions and/or written authorizations received from the Data Controller. The Processing nature and scope, the Personal Data processed, the Data Subjects categories and the Processing duration performed by the Data Processor are defined in this Appendix Article - Data Processing description, and/or in any applicable Special Terms of Service. The Data Processor keeps an up-to-date register of the processing activities categories carried out on behalf of the Data Controller.

1.3. The Data Processor shall inform the Data Controller if, in its opinion and based on the information available to it, any of the Data Controller's instructions violate the GDPR provisions or other provisions of the European Union or of a Member State of the European Union on Data protection. The Data Processor reserves the right not to apply any unlawful instruction of the Data Controller, without its liability being incurred as a result.

1.4. The Data Processor is, subject to the DPA Article 3 "Subsequent Subcontracting provisions, authorized to use Subsequent Processor to assist it in the Service provision, and who may participate in the Personal Data Processing activities performed by the Data Processor.

1.5. The Data Processor shall not disclose, transfer, lease, assign or exploit the Personal Data without the prior written consent of the Data Controller.

1.6. The Data Processor shall implement appropriate technical and organizational security and confidentiality measures to ensure a level of security appropriate to the risk, as set forth in Appendix - 3 "TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE DATA SECURITY".

1.7. The Data Processor shall ensure that its employees authorized to process Personal Data under the Agreement are subject to an obligation of confidentiality.

1.8. In the event of a request from judicial, administrative or other authorities to obtain communication of Personal Data processed by the Data Processor pursuant to this Agreement or the applicable special conditions, the Data Processor shall use its best efforts to (i) respond only to those authorities and requests that are not manifestly incompetent or invalidly formed, (ii) limit communication to only the Data required by the authority, and (iii) inform the Data Controller in advance (unless prohibited by applicable laws or regulations).

1.9. Upon written request from the Data Controller, the Data Processor shall provide the Data Controller with reasonable assistance in conducting Data protection impact assessments and consultation with the relevant supervisory authority, to the extent that the Data Processor is required to do so under applicable Data protection law, and if such assistance is necessary and relates to the Personal Data Processing operated by the Data Processor under the Agreement.

2. User's Obligations as Data Controller

2.1. The Data Controller is solely responsible for the choice of Services. The Data Controller must ensure that the Services selected have the

characteristics and conditions required by its needs, as well as the type of Personal Data to be processed in the framework of the Services, in particular, but not limited to, when the Services are used to process Personal Data subject to specific regulations or standards (for example, in certain countries, health data or banking data).

2.2. For the Processing in accordance with the Agreement, the Data Controller must provide the Subcontractor in writing with (a) any instruction concerning the Personal Data Processing carried out by the Data Processor, and (b) the contact details of its representative, its DPO and any information enabling the Data Processor to complete the Registers of processing activities categories carried out on behalf of the Data Controller.

2.3. The Data Controller must ensure that

- (i) the Processing for the Service performance has an appropriate legal basis (for example, the legitimate interest of the data controller, etc.),
- (ii) all procedures and formalities where required (such as data protection impact analysis, notification and request for authorization from the competent supervisory authority for Data Processing or any other competent body, where applicable) have been carried out,
- (iii) the Data Subject is informed of the Processing of his/her Personal Data in a concise, transparent, intelligible and easily accessible manner, using clear and simple language, as provided for by the GDPR,
- (iv) the Data Subjects are informed and have the possibility at any time to easily exercise the rights relating to the Data provided for by the GDPR directly with the Data Controller

3. Subsequent Processors

3.1. TEHTRIS is authorized to use Subsequent Processors carrying out Processing strictly necessary for the Services performance and in accordance with Data Controller's instructions, subject to compliance with the following requirements:

- (i) TEHTRIS shall limit the access of the Subsequent Processor to the Data Controller's content only to what is strictly necessary to provide the Services, and TEHTRIS shall prohibit the Subsequent Processor from assigning or leasing to any third party, whether free of charge or not, or using the Data Controller's Personal Data for any purpose other than those set forth in the Agreement;
- (ii) TEHTRIS undertakes to provide the Subsequent Processor with all necessary obligations at least equivalent to those provided for in this DPA and;
- (iii) TEHTRIS shall remain liable for any violation of this DPA caused by the act, error or omission of its Subsequent Processor.

3.2. TEHTRIS is allowed to use Subsequent Processors located in the territory of a member country of the European Economic Area ("EEA") and/or in a country benefiting from an "Adequacy Decision" of the European Commission within the meaning of Article 45 of the GDPR (hereinafter "Adequacy Decision").

3.3. To the extent strictly necessary for the Agreement performance, TEHTRIS is authorized to use Subsequent Processor located outside the European Economic Area or in countries not benefiting from an Adequacy Decision, only on condition that TEHTRIS has previously concluded with the

Subsequent Processor the standard contractual clauses adopted by European Commission implementing decision (EU) 2021/914 of June 4, 2021 (hereinafter "Standard Contractual Clauses"), available on request and intended to apply to transfers of Personal Data to subcontractors established in third countries.

3.4. The Subsequent Processors list likely to be involved in the Processing carried out by TEHTRIS, as well as their location, are detailed (a) in this Appendix; and/or, (b) in the Special Terms of Service if applicable.

3.5. TEHTRIS reserves the right to change the Subsequent Processor or to add a new Subsequent Processor ("Change of Subsequent Processor"). TEHTRIS shall inform the Data Controller by e-mail (to the e-mail address registered in the customer account) at the latest, (a) thirty (30) days in advance if the Subsequent Processor is located in the European Union or in a country subject to an Adequacy Decision, or (b) ninety (90) days in advance in other cases.

3.6. Right of objection. The Data Controller may object to the appointment or replacement by TEHTRIS of a Subsequent Processor prior to its appointment or replacement, provided that such objection is made in writing, sent to TEHTRIS no later than fifteen (15) days prior to the announced date of change and based on reasonable grounds relating to Data protection. The objection must be notified by the Data Controller to TEHTRIS' Data Protection Officer, privacy@tehtris.com. In this case, the Parties agree to discuss in good faith commercially reasonable alternative. If the Parties fail to reach a resolution within ninety (90) days from the date of receipt by TEHTRIS of the Data Controller's written objection, the Data Controller may cease to use of affected services by providing written notice to TEHTRIS. Such termination shall be without prejudice to any charges incurred by the Data Controller prior to the termination of the affected Services. If no objection has been raised prior to TEHTRIS replacing or appointing a new Subsequent Processor, the Data Controller shall be deemed to have authorized the new Subsequent Processor.

4. Data subjects' rights

4.1. It is the Data Controller responsibility to provide the required information to the Data Subjects at the latest at the Personal Data's collection time collection. To the extent possible, TEHTRIS shall assist the Data Controller in fulfilling its obligation to comply with requests to exercise the rights of Data Subjects. Such reasonable cooperation may include (a) communicating to the Data Controller any request received directly from the Data Subject and (b) assisting the Data Controller in responding if necessary. The Data Controller acknowledges and agrees that, in the event that such cooperation and assistance requires significant resources on the part of TEHTRIS, this may be charged to the Data Controller provided that it is notified in advance.

5. Personal Data Breach

5.1. If TEHTRIS becomes aware of an incident affecting the Data Controller's Personal Data (unauthorized access, loss, disclosure or alteration of Data), TEHTRIS shall inform the Data Controller as soon as possible, but no later than seventy-two (72) hours after becoming aware of the Data Breach.

5.2. The notification must (i) describe the nature of the Data Breach, (ii), describe the Data Breach's likely consequences, (iii) describe the measures taken and/or proposed by TEHTRIS in response to the Data Breach and (iv) specify who is the contact person at TEHTRIS. As an exception to the above, if TEHTRIS is unable to provide all the information at its disposal at the same time as the notification to the Data Controller, the information may be communicated in a staggered manner without undue delay.

5.3. It is the Data Controller's responsibility to notify such Data Breach to the relevant Supervisory Authority within seventy-two (72) hours of becoming aware of it when such Data Breach is likely to give rise to a risk to the rights and freedoms of the Data Subjects. It is the Data Controller's responsibility to communicate directly to the Data Subjects when the Data Breach is likely to give rise to a high risk to their rights and freedoms. TEHTRIS undertakes to conduct any appropriate investigation of the Data Breach, and to the extent that the Data Breach is caused by a TEHTRIS' breach of this Agreement, TEHTRIS shall, if reasonably possible, remedy breaches of safeguards and/or threats in order to prevent their recurrence.

6. Processing responsibility

6.1. TEHTRIS can only be liable for direct damages caused by a Processing for which (i) it failed to comply with the obligations under the GDPR that are specifically incumbent on Data Processor or for which (ii) it acted outside of or contrary to the Data Controller's lawful instructions. In such cases, this Agreement Article - Responsibility shall apply.

7. Personal Data Security

7.1. Each Party undertakes to implement the appropriate technical means to ensure Personal Data security.

7.2. TEHTRIS undertakes to implement the technical and organizational measures set out in Appendix 3 - TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE DATA SECURITY.

8. Processing Audit

8.1. TEHTRIS shall make available to the Data Controller all reasonable and necessary information to (a) demonstrate compliance with the GDPR requirements and (b) conduct audits. In any event, the terms of such inspection shall not affect the security of other TEHTRIS clients.

9. Personal Data deletion

9.1. At the end of all or part of the Service (in particular in the event of termination or non-renewal), TEHTRIS undertakes to delete all content (in particular information, data, files, systems and other items) reproduced, stored, hosted or otherwise used by TEHTRIS in connection with the Services, unless a request issued by a competent judicial, administrative or other authority, or the applicable law of the European Union or of a Member State of the European Union, requires otherwise.

9.2. The Data Controller is solely responsible for ensuring that the necessary operations (such as backup, transfer to a third-party solution, snapshots, etc.) for the Personal Data preservation are performed, in particular before the Service's termination, and before performing any deletion, Service's update or reinstallation.

10. Personal Data location and Transfers

10.1. Subject to compliance with Article 3 - "Subsequent Processor" of this Appendix, TEHTRIS is authorized to use subsequent Subcontractors located outside the European Economic Area or in countries not benefiting from a Suitability Decision.

10.2. When transferring Personal Data to these States that do not benefit from an Adequacy Decision, TEHTRIS is considered as a Data Exporter and its subsequent Subcontractors as Data Importers within the meaning of the GDPR.

11.1. Parties

DATA CONTROLLER	
Entity	The User who has subscribed to the Services covered by this Agreement
DPO	The Data Controller undertakes to provide the address of its Data Protection Officer at the Agreement signature
DATA PROCESSOR	
Entity	REAK-T 56 rue de Ponthieu, 75008 Paris, France
DPO	privacy@tehtris.com REAK-T- 56 rue de Ponthieu, 75008 Paris, France

11.2. Processing description

Processing nature	Recording, storage, consultation, use, analysis, test, remote provision, deletion, destruction
Processing purposes	Securing the IT infrastructure and the Data Controller's computer terminals with event-security supervision system; managing and continuously improving the Service capacity and performance; authentication accounts for the Service; communication with Data Controller about the event-security
Data subjects' categories	- User's employees, - Where applicable, the User's IT team, - any person having access to the information system covered by the Services subject to the Agreement
Personal Data Categories (applicable according to the services subscribed to)	Retention period (the Data Controller determines the retention period in the quotation/order form subscribed to by the User). The retention periods are :
TEHTRIS XDR Platform	
Identification data: only for user accounts enabling access to the TEHTRIS Service: surname, first name, email address and professional number of the User; Connection data: logs including: machine username, machine name, IP address, paths and programs that may indicate file names TEHTRIS XDR Platform activity history (only for users with access) Communication data: history of support ticket requests, exchanges, etc.	Identification data: for the duration of the contractual relationship or as soon as a user changed or is deleted; Connection data: up to storage capacity and for a period that complies with the recommendations of the CNIL (<i>"Commission nationale de l'informatique et des libertés"</i>) Activity history on the TEHTRIS XDR Platform: up to storage capacity, for a period that complies with the recommendations of the CNIL (<i>"Commission nationale de l'informatique et des libertés"</i>) and within the limits of Agreement duration Communication data: Agreement duration
EDR, EPP, SIEM	
Connection data: logs including: machine username, machine name, IP address, paths and programs that may indicate file names	Connection data: up to storage capacity and for a period that complies with the recommendations of the CNIL (<i>"Commission nationale de l'informatique et des libertés"</i>)
MTD	

-Enrollment data: email address; -Device data: manufacturer, model, CPU model, built-in biometric features, kernel, uptime, operating system version, protection settings, compromission indicators, configuration parameters, IP address; -Application data: metadata for all applications installed on your Device (package names, display names, versions). For any unknown applications from our knowledge base, we may upload their payloads. -Geolocation data: geolocation or last known locations of the Device, when the feature is activated from your side and/or by your Employer's operational team; -Web content data: consulted domain names, when the feature is activated from your side and/or by your Employer's operational team;	-Enrollment data are used to authenticate your Device during the enrollment process; -Device data are used to analyze your Device to determine if it has been compromised or insecurely configured, for example to detect if it has been infected, rooted or jailbroken, or if no password has been configured; -Application data are used to perform analysis of application files to determine whether certain applications exhibit malicious behavior. -Geolocation data are used to provide location context to detections; -Web content data are used to block access to malicious websites and conduct in-depth investigations. In general, the data collected by TEHTRIS MTD is kept on a best-efforts basis up to the storage capacity of our disks and for a period that complies with the recommendations of the CNIL (<i>Commission Nationale de l'Informatique et des Libertés</i>). If your Employer's operational team has authorized the capture of geolocation data, this data will be kept for the same period as described above.
---	---

TEHTRIS CTI

Suspicious file sent to TEHTRIS CTI for dynamic analysis, possibly containing personal data (e.g. in the case of a script, properties such as the script's author)	Up to six (6) months after the last appearance on the User's fleet and/or after the last consultation on TEHTRIS CTI;
--	---

TEHTRIS Academy

Identification data: only for user accounts enabling access to the TEHTRIS Service: User's surname, first name, e-mail address and professional number.	Identification data: for the Agreement duration or as soon as a user changed or is deleted;
Sensitive data	No
Frequency	Personal Data is accessible remotely and continuously for the duration of the Contract, subject to the associated retention periods.

11.3. Subsequent processors

Subsequent subcontractors	Purpose and nature of outsourced processing	Transfer outside the EEA	If transfer outside the EEA, country of processing and means of transfer	Additional warranties
OVHCloud	Service hosting, data storage, DRP	NO	N/A	Certifications obtained by OVH, PCI-DSS level 1 ; ISO/IEC 27001:2005, ; SOC 1 type II (SSAE 16 and ISAE 3402), SOC 2 type II.

2 rue Kellermann - 59100 Roubaix - France				
TEHTRI-SECURITY CANADA INC 1900 - 1040 West Georgia Street, Vancouver, Canada	TEHTRIS Editor Support; Cybermonitoring service if subscribed (MSSP, SOC, MDR)	YES	Canada Adequacy decision	TEHTRIS Affiliates apply the same safety measures - Appendix 3.
TEHTRIS JAPAN K.K. PMC Bldg, 2F,1-23-5 Higashi Azabu, Minato-ku, Tokyo, Japan	TEHTRIS Editor Support; Cybermonitoring service if subscribed (MSSP, SOC, MDR)	YES	Japan Adequacy decision	TEHTRIS Affiliates apply the same safety measures - Appendix 3.
Twilio Inc, 101 Spear Street, 5th Floor, San Francisco, California, 94105, United States of America	Only business numbers required for secure double authentication to TEHTRIS XDR Platform and Alerting option.	YES	United States Adequacy decision as Twilio is part of the Data Privacy framework program https://www.dataprivacyframework.gov/s/participant-search/participant-detail?id=a2zt0000000TNLbAAO&status=Active + Standard contractual clauses: https://www.twilio.com/legal/data-protection-addendum .	ISO/IEC 27001 ISO/IEC 27017 & 27018 SOC 2 Type II; PCI DSS Level 1 (https://www.twilio.com/legal/security-overview)
ServiceNow Hoekenrode 3, 1102 BR Amsterdam, Netherlands	Support ticket management platform (ticketing)	NO	Hosting in the European Union (Germany, Ireland only at the date of publication of the Contract)	ISO/IEC 27017:2015 https://www.servicenow.com/company/trust/compliance.html

11.4. Supervisory authority

Supervisory authority	CNIL, Commission Nationale de l'Informatique et des Libertés, 3 Pl. de Fontenoy, 75007 Paris, FRANCE
------------------------------	--

Appendix 3: TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE DATA SECURITY

TEHTRIS undertakes to apply the technical and organizational security measures for Agreement performance.

Technical and organizational security measures	Details
Pseudonymization and encryption of personal data	All disks, including the boot disk, in virtual machines hosting personal data are encrypted using an AES-based encryption algorithm with XTS as the block cipher mode and SHA-256 as the hash specification.
Measures to ensure the confidentiality, integrity, availability and resilience of processing systems and services	TEHTRIS uses state-of-the-art encryption measures to store and send data. Personal data are encrypted and backed up. Logs are used to track data additions, changes and deletions. These measures are monitored internally.
Measures to ensure the ability to restore availability and access to personal data in a timely manner in the event of a physical or technical incident	Physically: TEHTRIS relies on hypervisors and SAN storage network provided by the OVHcloud infrastructure, which ensure redundancy. In case of failure of a physical host, OVHcloud automatically delivers a new one. In addition, OVHcloud ensures the protection of the data centers and equipment by respecting its publicly available ISSP. TEHTRIS uses the following technologies: dual power supplies, dual UPS, dual Gigabit network connections, dual switches, dual HSRP routing and dual physical links to the Internet. Logically: TEHTRIS relies on two solutions. (a) The first solution, applied by default to all customers, is a backup solution with which disk and server backups are fully automated and monitored. Backups are encrypted and stored in dedicated infrastructures with off-site replication and 35-day retention. Backups are easily accessible via an administrator link and machines can be restored at any time. In addition, a customized report is sent daily, allowing daily monitoring of the status of backups. (b) the second solution is only applied if the User subscribes to this option. It allows a continuous synchronization using the high bandwidth provided by the private fiber network between OVHcloud data centers. Data is transferred, in near real time, between remote sites via the OVHcloud VPN. In the event of a technical incident, the virtual machines hosted in an OVHcloud datacenter are switched to another datacenter.
A process for regularly testing, evaluating and assessing the effectiveness of technical and organizational measures to ensure the security of processing.	TEHTRIS' Information Security Management System (ISMS) is ISO27001 certified and includes internal procedures and processes on risk management, human resource security, asset management, access control, encryption, physical security, operational security, communications security, subcontractor security management, information security incident management, business continuity management, disaster recovery plan, compliance management, etc.
User identification and authorization measures	User connect to the interfaces of the TEHTRIS XDR platform using HTTPS connections with a TLS client certificate and a whitelisted filtered IP address. Employees communicating with TEHTRIS virtual machines use an architecture based on the ZTNA security model. They must be authenticated and identified using an SSH key encrypted with RSA encryption.
Data protection measures during transmission	Internal access is through a solution that follows the ZTNA security model and therefore complies with a zero-trust policy. All flows are analyzed and aggregated in a SIEM to identify and block anomalous flows and malware. This zero-trust policy allows TEHTRIS to have employees working remotely in the same way as on-site employees. HTTPS and TLS protocols are used by customers and partners to access the web interfaces of their XDR platform. Overall, all communications related to TEHTRIS services are encrypted between TEHTRIS workstations and the TEHTRIS data center. All communications between TEHTRIS virtual machines are encrypted, including

	within the TEHTRIS data center. All communications between TEHTRIS employees are encrypted (email, instant messaging). TEHTRIS' internal network access security contains scalable modules to combat physical and logical intrusion threats, such as: authentication on the network with 802.1X; technologies against network attacks, such as DHCP attacks, ARP spoofing attacks, IP spoofing attacks, etc.; activity partitioning with network zoning to separate Users and respect watertightness concepts; two separate branded firewalls between the Internet and the Internet operator's network; employees are protected against network attacks, such as DHCP attacks, ARP spoofing attacks, IP spoofing attacks, etc. TEHTRIS employees have no inbound access to the TEHTRIS internal network remotely, as the network acts as a diode to the Internet. A review of the firewall rules is performed twice a year by TEHTRIS. These reviews are tracked and corrective actions are implemented for each deviation detected.
Data protection measures during storage	All operating systems used in TEHTRIS virtual machines, whether located on customer premises or in the TEHTRIS data center, are protected by secure Linux kernels, modified and compiled by TEHTRIS, with the use of advanced security technologies, including for example: Core RBAC integration with role assignment and security policies for all processes; technologies against overflow attacks; special protections against data leakage into memory; protection against zero-day attacks. On this hardened operating system, all disks, including the boot disk, are encrypted using an AES-based encryption algorithm with XTS as the block encryption mode and SHA-256 as the hash specification.
Measures to ensure the physical security of the premises where personal data are processed	All data is hosted by OVHcloud, which provides physical security for the systems and is ISO 27001 certified. Access to the compound is strictly monitored by fencing and barbed wire. A video surveillance and motion detection system is also in constant operation. Activity in the data centers and off-site buildings is monitored and recorded on secure servers, while surveillance teams work on a 24/7 basis. To control and monitor access to the compound, strict security procedures are in place. Each staff member is equipped with a personal RFID badge with associated access rights. These are regularly reviewed according to the responsibilities of each employee. To gain access to the premises, each employee must first present his or her badge for verification, then pass through a secure airlock. Inside, the data centers are even more secure, as only authorized personnel can enter. The hosting company is the sole operator of its facilities. Each room in each data center is equipped with a fire detection and suppression system and fire doors. The hosting company complies with the APSAD R4 rule for the installation of portable and mobile fire extinguishers and has the N4 certificate of compliance for all its data centers.
Measures to ensure the recording of events	Logs are kept up to the storage capacity of the virtual machines of the subscribed solutions and for a duration in accordance with the recommendation of the CNIL (Commission Nationale de l'Informatique et des Libertés).
Measures to ensure system configuration, including default configuration	Before being into production, new products and functionalities follow a continuous integration procedure specific to TEHTRIS and go through several areas to undergo pentests and quality tests. With respect to these developments and tests, TEHTRIS is committed to implement effective controls to reasonably ensure that the applications made available to the user process the data entrusted to them without the risk of omission, alteration, distortion or any other form of anomaly that could affect the integrity of the results produced by these applications. The software components of the platforms provided by TEHTRIS are regularly tested to ensure their security.
Measures for internal governance and management of IT and IT security	TEHTRIS' Information Security Management System (ISMS) is ISO27001 certified and includes internal procedures and processes on risk management, human resource security, asset management, access control, cryptography, physical security, operational security, communications security, subcontractor security management, information security incident management, business continuity management, disaster recovery plan, compliance management, etc.

Process and product certification/assurance measures	TEHTRIS' information security management system (ISMS) is certified ISO27001. The certification audit was conducted by AFNOR, the French Association for Standardization, on the scope "delivery and maintenance in operational and secure conditions of the XDR platform and its products".
Measures to ensure data minimization	TEHTRIS collects and processes only the data necessary to perform the service under the project.
Measures to ensure data quality	All XDR tools and platforms are configured so that logs cannot be modified or deleted, even by an administrator.
Measures to ensure limited data retention	Data are kept up to the storage capacity of the virtual machines of the subscribed solutions and for a duration in accordance with the recommendation of the CNIL (Commission Nationale de l'Informatique et des Libertés). Technically, deletions are carried out by a privacy by design system that automatically deletes the data.
Measures to ensure accountability	The logs of the TEHTRIS XDR Platform ensure a traceability of all actions performed by users and administrators: connections, modifications, deletions...
Measures to enable data portability and ensure data deletion	At the end of the Agreement, for any of the reasons stated therein, TEHTRIS terminates all TEHTRIS services. This phase results in the destruction of the virtual machines and the reversibility of the data, the terms of which are set out in the Agreement.
Technical and organizational measures to be taken by the sub-processor to provide assistance to the processor and, for transfers from a processor to a sub-processor, to the controller	Each subcontract shall ensure that TEHTRIS is able to fulfil its obligations to the User. In addition to implementing technical and organizational measures to protect personal data, subcontractors shall (a) inform TEHTRIS in the event of a Security Incident so that TEHTRIS can inform the User; (b) delete personal data when requested to do so by TEHTRIS in accordance with the User's instructions to TEHTRIS ; (c) to be notified in advance and given the opportunity to terminate in the event of the use of subsequent subcontractors; (d) not to change the location where the personal data is processed; or (e) not to process the personal data in a manner that conflicts with the User's instructions to TEHTRIS.