

General Terms and Conditions – SEKOIA.IO Platform
(Version 4.5 - June 6, 2025)

1. Purpose

1. Subscription to the SEKOIA SaaS platform. IO allows the Customer or Partner to access and use the Sekoia Defend and/or Sekoia Intelligence solution(s) ordered (hereinafter the "Service"). This subscription is conditional on the placing of the associated Order by the Customer.

2. The Service is accessible in Software as a Service (SaaS) mode via the web portal, as well as via API.

3. Any order placed by a Customer with Sekoia.io to use the Service implies the unreserved acceptance of these General Terms and Conditions (hereinafter "T&Cs"), the Order Form as well as the express waiver of its own general terms and conditions of purchase or any other prior document or exchange relating to the Order or subsequently, and which has not been formalized by a written amendment signed by the Parties. In the event of any contradiction between the Order Form and the T&Cs, the latter shall prevail.

4. Notwithstanding the foregoing, these T&Cs and any other document shall not be binding on Sekoia.io or the Customer when using Managed Services. The Managed Services exclude any contractual relationship between the Customer and Sekoia.io, each of which is bound to the Partner in charge of such Managed Services. It is nevertheless specified that (i) this stipulation is not applicable to Hybrid Services, as the Customer is the holder of the license associated with the Subscription, (ii) the Customer in Managed Services may not access the Service without the Partner's authorisation and without having unreservedly accepted the Terms of Use.

2. Definitions

Affiliate: any legal entity considered to be controlled by the Customer within the meaning of Article L.233-3 of the French Commercial Code.

Authorised Service Provider(s): any subcontractors of the Customer who intervene within the framework of the Contract, with the prior written authorisation of Sekoia.io.

Code: a personal and confidential code that has been assigned to the Customer to access the Service (if authorized by the Partner as part of Managed Services).

Confidential Information: means (the list being indicative only and not complete) (a) any and all information of whatsoever nature (whether written, oral or in any other form and whether or not marked as confidential) and howsoever stored (including information stored electronically) relating directly or indirectly to the Parties made available to the Receiving Party or its Representatives by or on behalf of the Disclosing Party in connection with the Project ; (b) any information, tangible or intangible, of whatsoever nature (whether written, oral or in any other form and whether or not marked as confidential) and howsoever stored (including information stored electronically) derived from information described in paragraphs (a) above; the Project and the identity of the Parties' people involved in the Project being confidential by nature ; (c) any analyses, compilations, studies and other material prepared by or on behalf of the Disclosing Party or any of its Representatives which contain or otherwise reflect or are generated (wholly or partly) from information described in paragraph (a) and/or paragraph (b) above.

Customer: refers to [legal name], [legal entity], located at [headquarter address] represented by the signatory of these T&Cs, duly authorised to.

Disclosing Party: a Party that supplies, or has supplied, Confidential Information to another Party.

Distributor: any entity specifically authorized by Sekoia.io to promote, sell and distribute the Services to the Partner, when applicable.

Documentation: all technical, commercial and legal information relating to the Service and its use.

Force Majeure (meaning set forth in Article 1218 of the French Civil Code): an event beyond the reasonable control of the affected Party, which could not reasonably have been foreseen at the time of the conclusion of these T&Cs or the applicable Order, and the effects of which cannot be avoided by appropriate measures, and which prevents the performance by that Party of its obligations under these T&Cs or the applicable Order.

Hybrid Services: when the Customer uses Managed Services provided by a Partner while being granted the license associated with the Subscription.

Irremediable breach: means: (i) any material breach that by its nature cannot be cured within thirty (30) days, or

any Remediable Breach not cured within the allotted cure period; (ii) any change of control of a Party; (iii) the insolvency, bankruptcy, liquidation or dissolution of a Party; or (iv) any non-payment that remains outstanding for more than sixty (60) days after becoming due.

Managed Services: managed security services offered by the Partner, including the management of the Service on behalf of the Customer. The Partner is hereby granted the license associated with the Subscription.

Order: an order is deemed valid and accepted upon Sekoia.io's receipt from the Customer of payment for the price agreed between the Customer and the Partner.

Partner(s): entity(ies) benefiting from a partnership contract with Sekoia.io to sell the Service to the Customer or manage the Service on its behalf, when applicable.

Party(ies): refers jointly to the Customer and Sekoia.io.

Professional Services: the specific developments and/or additional services requested by the Customer and the performance of which will be subject to specific invoicing by Sekoia.io, as well as an ancillary contract called Statement of Work (SOW).

Purchase Order: a duly completed, dated and signed Order request issued by the Customer in case of direct Order, by the Distributor and/or the Partner when such entities are involved. It must include (i) the agreed prices and payment conditions, which are indicated in euros, excluding taxes and external charges of any kind; (ii) the Customer's UUID, and the Partner's UUID when involved; (iii) the starting date and the ending date of the Order; (iv) the Customer's billing address, or the Partner's one when involved; (v) these T&CS or any subsequent version valid on the date of issuance of the Purchase Order.

Receiving Party: means a Party that receives Confidential Information from the Disclosing Party.

Remediable Breach: means (i) any material breach of these T&Cs that is capable of being cured within thirty (30) days of the date on which the non-breaching Party notifies the breaching Party in writing of such breach; or (ii) any failure to pay any sum when due, provided the defaulting Party can cure such non-payment within the period and upon the conditions set forth in the article 11 "Suspension of Services". If a Remediable Breach is not cured within the specific period, it may be treated as an Irremediable Breach.

Terms of Use or ToU: terms of use of the Service that can be found at <https://app.sekoia.io/user/terms-of-use>.

Sekoia.io: refers to Sekoia.io, a simplified joint-stock company, whose registered office is located at 28 boulevard du Colombier, 35000 Rennes, enrolled in the Trade and Companies Register of Rennes under the number 913 174 744.

Sekoia Defend: Sekoia.io's extended detection and response platform, the description of Sekoia Defend services is available here: <https://drive.google.com/file/d/1P2dbr6YvBYjtkPI9smPH8CGA3xa1r88Q/view?usp=sharing>.

Sekoia Intelligence: Sekoia.io's cyber threat intelligence platform that provides complex and detailed intelligence from a variety of sources enabling interoperability and threat modeling to improve detection, threat hunting, incident response, and blocklisting. The description of Sekoia Intelligence services is available here: <https://drive.google.com/file/d/10mmtrwNy2n1FUuNM0sKBDNmPiipxUFki/view?usp=sharing>.

Service: the Sekoia Defend and/or Sekoia Intelligence solution ordered by the Customer.

Subscription: subscription to the Service subscribed by the Customer for an initial term specified in the Order Form.

Usage Policy: policy for the use of the Sekoia Defend solution with regard to the volume of events sent by the Customer on the Service (attached hereto in Exhibit 3).

User: employee and duly authorised by the Customer to use the platform of the subscribed Service.

Website: Sekoia.io's website(s).

3. Access to the Service

1. The Service is accessible via the web portal or API, and requires the use of personal identifiers provided by Sekoia.io.

2. If the Customer uses Managed Services, access to and use of the Service shall be governed by the terms and conditions set forth in the agreement between the Customer and the Partner in charge of these services. Notwithstanding the foregoing, this provision is not applicable to Hybrid Services.

2. The Customer undertakes to have at its own expense the hardware equipment necessary to access the Service as well as high-speed Internet access (not included in the Subscription).

4. Duration

The Subscription to the Service by the Customer is valid for the duration specified in the Order Form (hereinafter "the Subscription").

5. Terms of Service

1. Sekoia.io makes available to the Customer information relating to the Service and its use (hereinafter the "Documentation"). The technical Documentation is available here: <https://docs.sekoia.io>.

2. The Customer undertakes to read the Documentation and any updates thereto and to use the Service in accordance with its provisions.

3. The Customer acts as an independent entity and therefore assumes all risks related to its activity. Accordingly, Sekoia.io shall not be liable for any failures, errors of judgment, or any other fault relating to the supervision and administration of the security of the Customer's information system, for which the sole responsibility rests with the Customer, its Affiliates or Authorised Service Providers, as defined herein.

4. The Customer acknowledges that the use of the service implies the unreserved acceptance of the General Terms and Conditions of Use by the end users of the Service.

5. The Service is deemed to be made available to the Customer "AS IS" without being subject to specific adaptation measures. It is therefore the Customer's responsibility to verify the adequacy of the Service with its needs and to take all necessary actions, including, where appropriate, the procurement of supplementary Professional Services to address its particular needs.

6. Sekoia.io reserves the right to improve the Service at any time and without prior notice to the Customer. Notwithstanding the foregoing, no enhancement or modification of the Service shall result in any regression of its functions or features, security or availability to the detriment of the Customer, and all such improvements shall be provided at no additional cost. Sekoia.io further guarantees that all functions of the Service subscribed to by the Customer will be maintained throughout the term of the Subscription. Should any of these functions be incorporated, in whole or in part, into new or revised modules, they shall continue to be made available to the Customer at no extra charge for the duration of the Subscription. Any interruption of Service availability arising from an evolutionary update shall be limited to the period strictly necessary for the implementation of such update, in accordance with the procedures and

timeframes set forth in the Customer Operations Guide (Exhibit 1).

7. Any warranty is excluded in the event of (i) abnormal use and/or use not in accordance with the purpose of the Service, (ii) combination of the Service with another product resulting in the infringement of the rights of Sekoia.io or a third party, (iii) intervention of a third party not authorised by Sekoia.io for a repair or correction.

6. Orders and prices

1. The Order is taken by the issuance of a duly completed, dated and signed proposal (hereinafter the "Purchase Order"), issued by the Distributor, or, if none, by the Partner, or if none, Sekoia.io.

2. The Purchase Order must include (i) the agreed prices and terms of payment, which are indicated in euros, excluding taxes and external charges of any kind; (ii) these T&Cs or any subsequent version valid on the date of issuance of the Purchase Order.

3. The Order is deemed valid and accepted after Sekoia.io has received the Customer's payment of the price agreed between the latter and the Distributor, or if none, the Partner, or if none, Sekoia.io (hereinafter the "Order").

4. Upon acceptance of an Order, Sekoia.io shall promptly issue an invoice to the Distributor, or, if none, the Partner, or, if none, directly to the Customer. Unless otherwise agreed in writing and in any event not to exceed forty-five (45) days, each invoice shall be payable in full by the Customer to the invoiced party within thirty (30) days of the invoice date (the "Payment Due Date").

5. The prices mentioned in Article 6.1 do not include further additional Professional Services not requested in the Purchase Order, which shall be subject to specific invoicing by Sekoia.io.

6. The price of the Services can be revised at the end of each contract year on the basis of the Annual OECD Consumer Price Index available at <https://data.oecd.org/price/inflation-cpi.htm>, and according to the formula below:

$$P1 = P0 \times (S1 / S0)$$

Where P1 = revised price, P0 = contract price for the first year of Subscription, S0 = OECD reference index used on the original contractual date, S1 = last published index on the revision date.

7. Intellectual property

1. Sekoia.io owns or is otherwise vested with all intellectual property rights in and to the Service (including the service, the cyber-threat intelligence content, any Professional Services, and the Website).

2. In the event of Managed Services, the Customer shall hold a sublicense to the Service, granted by the Partner responsible for providing such services, on the terms agreed between the Customer and that Partner.

3. For all other types of services, including Hybrid Services, Sekoia.io hereby grants to the Customer, who accepts, and for the Customer's own use and that of its Affiliates, a personal, non-exclusive, non-transferable and non-sublicensable licence to use the rights in the Service, solely for the permitted purposes and subject to full payment of all fees due in respect thereof. The Customer is expressly prohibited from granting any licences, selling, reselling, leasing, transferring, assigning, distributing or otherwise providing access to the Service, including by means of direct or indirect remote electronic access (SaaS). The grant of any sublicense is likewise prohibited, except in the context of Hybrid Services, provided that (i) such sublicense is granted only to a Partner and (ii) Sekoia.io has given its prior written consent to that sublicense.

4. Notwithstanding the foregoing, where a licence is associated with a Sekoia Intelligence subscription, use of the Service by Affiliates may incur additional charges.

5. This licence is granted for the duration of the Subscription.

6. The Customer undertakes to respect all proprietary rights of Sekoia.io and shall not, except as expressly permitted by these Terms and Conditions, and solely for its own use and that of its Affiliates, reproduce, represent, modify, transmit, publish, adapt or otherwise exploit the Service, in whole or in part, on any medium or by any means, without the prior written consent of Sekoia.io.

5. The Customer undertakes to:

- Log in to the Service only with the personal and confidential code assigned to them (hereinafter the "Code");
- To keep its Code confidential and to inform Sekoia.io without delay of any theft or loss of its Code by email to the following address: support@sekoia.io ;
- Not to use the Service or the Documentation for the purposes of (i) competitive analysis of the same, development, (ii) provision or use of a competing service or software product, (iii) or for any other purpose that is harmful or disadvantageous to Sekoia.io;

- Not to infringe on the rights and/or image and/or reputation of Sekoia.io;
- Not to infringe the intellectual property rights and sui generis right held by Sekoia.io on the database constituting the Service or the Website;
- Not to reconstitute or attempt to reconstitute, from the information appearing on the Website, a website and/or software aimed at offering to third parties, directly or indirectly, free of charge or for a fee, the same service or a comparable service, and/or to disseminate or sell, in any way whatsoever, information for the purpose of helping a third party to reconstitute, in whole or in part, such website or equivalent site, software or equivalent software;
- Use the Service for its own purposes, excluding any commercial use and/or for the benefit of third parties (with the exception of Sekoia.io Partners duly certified or authorized in writing in advance for this purpose by Sekoia.io). In particular, if the Service were to be integrated into a competing software, the Customer is responsible for direct or indirect access to the Service by the publisher of the competing software. Where applicable, the Customer undertakes to ensure that the competitor complies with all of Sekoia.io's intellectual property rights on the Service, cited in this clause, and more generally any protection enjoyed by Sekoia.io on the Service in accordance with French intellectual property regulations;
- Comply with the Usage Policy (Exhibit 3) in case of subscribing to the Sekoia Defend Service.

5. In addition, the Customer, its Affiliates, its Authorised Service Providers or any company that has access to the Sekoia.io Service, shall refrain from carrying out any act of unfair competition, parasitism or *scraping*, such as:

- Extraction by temporary or permanent transfer, or use by making available to the public, all or a substantial part in quantitative or qualitative terms of the Service and other databases visible through the Service or the Website, for commercial or other purposes;
- The repeated and systematic extraction or use of all or part of the information visible via the Service, when such an operation clearly exceeds normal use of the Service with regard to these T&Cs;
- The exploitation, marketing or distribution of any component of the Service, including information visible through the Service and any other database;
- The use of manual software or processes to copy our Service or to store or collect information on these pages without the express prior written consent of Sekoia.io;
- The use of devices or software for the purpose of disrupting or attempting to disrupt the proper working of the Service; or implement actions that

would place a disproportionate burden on Sekoia.io infrastructure.

6. The Customer, its Affiliates and Authorised Service Providers also undertake to refrain from fraudulently accessing or remaining in all or part of the automated data processing system that they have not been expressly authorised to use by Sekoia.io.

7. It is expressly agreed between the Parties that the Customer authorises Sekoia.io to use the Customer's name and logo as commercial references on the Sekoia.io websites and its commercial literature for the duration of the Subscription and two (2) years from their term.

8. Confidentiality

1. With regard to the content of the Confidential Information, including the Service content, of which it may have become aware in the context of the negotiation and execution of the T&Cs, the Receiving Party shall use Confidential Information solely to perform its obligations or exercise its rights under these T&Cs.

The Receiving Party shall treat all Confidential Information as strictly confidential and protect it with at least the same degree of care it uses for its own information of similar importance, but in no event less than reasonable care.

2. Disclosure is permitted only to its employees or Affiliates employees who need to know for the execution of these T&Cs, and who are bound to confidentiality obligations no less restrictive than those herein. Notwithstanding the foregoing, if the Receiving Party is compelled by law, regulation or court order to disclose Confidential Information, it shall (to the extent legally permitted) give the Disclosing Party prompt written notice so the Disclosing Party may seek a protective order or other remedy. Any disclosure shall be limited to the minimum required.

3. The obligations above do not apply to information that the Receiving Party can demonstrate by written record:

- is or becomes publicly available other than by breach of these T&Cs;
- was lawfully in the Receiving Party's possession prior to disclosure;
- is lawfully received from a third party free of confidentiality obligations; or
- is independently developed without reference to the Disclosing Party's Confidential Information.

4. The obligations set forth in this article 8 shall survive for the duration of the Subscription and for three (3)

years following its termination for any reason whatsoever.

9. Maintenance and Support

1. Throughout the duration of the Subscription, Sekoia.io provides a technical support service in the event of difficulty accessing the Website or using the Service.

2. This service is available via the dedicated portal (<https://support.sekoia.io/>).

3. The Customer's requests will be answered as soon as possible from Monday to Friday (except public holidays in France) from 9:00 am to 7:00 pm (French time - CET).

4. Sekoia.io will make its best efforts to process the Customer's request, without any further guarantee.

5. Sekoia.io undertakes to provide free corrective maintenance of the Service as part of a Subscription, during the term of the Subscription.

6. Sekoia.io is bound by an obligation of means regarding access to the Service, and as such, undertakes to make its best efforts to provide the Customer with the service level as described in the Customer Operations Guide (Exhibit 1) in sections:

- "Level 1 – Triage" for the response time following the opening of a ticket notifying a technical incident on the dedicated support portal at the address <https://support.sekoia.io/> (hereinafter "Incident Ticket");
- "Level 2 – Analysis" for the processing of the Incident Ticket;
- "Level 3 – Resolution" for the resolution of the Incident Ticket;
- "Service Level Availability" for the availability rate of the Service;
- "Service Availability Remedies" for penalties associated with availability rate guarantees.

10. Termination for breach

1. In the event of an Irremediable Breach, the non-breaching Party may terminate the applicable Subscription or these T&Cs by giving thirty (30) days' prior notice, by registered letter with acknowledgement of receipt, to the breaching Party, whereupon termination shall become effective at the end of such notice period.

2. If Sekoia.io terminates the Subscription or these T&Cs because of the Customer's Irremediable Breach, the Customer shall pay promptly to the Provider or its Partner/Distributor all fees that would have been due

through the end of the then-current Subscription or Order.

If the Customer terminates the Subscription or these T&Cs due to an uncontested Irremediable Breach by Sekoia.io, Sekoia.io shall refund to the Customer on a pro-rata basis the fees paid for the Services not yet consumed up to the date of termination.

3. Termination under this Article 10 is without prejudice to any other rights or remedies (including claims for damages) available at law or in equity.

11. Suspension of Services

1. The Customer shall be in default if payment of any undisputed invoice is not received by the invoiced party by the Payment Due Date. Upon default, the invoiced party shall send written notice of non-payment to the Customer. The notice shall set out the amount due and grant a fifteen (15)-day cure period from the date of receipt ("**Cure Period**").

2. If the Customer fails to pay the overdue amount in full by the end of the Cure Period, or in any event remains unpaid sixty (60) days after the invoice date, Sekoia.io may suspend performance of all or part of the Services under the affected Order(s) without further notice.

3. Sekoia.io may also suspend Customer's access to the Platform or the performance of Services if required by any judicial, governmental or regulatory authority.

4. Once all amounts then due and payable under these T&Cs have been settled, Sekoia.io shall promptly resume performance of the suspended Services.

5. Any suspension pursuant to this Article 11 shall be without liability or compensation to the Customer (or any third party) and without prejudice to any other rights or remedies available to Sekoia.io, its Partner or Distributor.

12. Warranty – Liability

1. Sekoia.io will provide the service with due care, skill and diligence, and in accordance with the state of the art.

2. Sekoia.io represents and warrants that it has sufficient skills and equipment to provide the Service.

3. Sekoia.io represents, warrants and covenants that the Service and all deliverables are fit for any reasonable use, or any specific purpose agreed upon between Customer and Sekoia.io, and free of any viruses or malicious code.

4. Each Party represents, warrants and undertakes to:

- Have full power, capacity and authority to accept these T&Cs and the Purchase Order;
- Comply with all applicable laws and possess all licenses required to enter into and perform hereunder;
- Document the proper execution of the Order; and
- All information known at the time of signing these T&Cs is truthful, not misleading and does not omit any material facts.

5. Subject to a minimum of one (1) month's written notice, and no more than one (1) time per year, (unless required by an administrative or judicial authority such as the ANSSI), the Customer will have the possibility, at its own expense, to commission an audit of Sekoia.io for the purpose of verifying the compliance of the execution of the order, provided that (i) the result of the audit is transmitted to Sekoia.io in its entirety and not in the form of a summary, (ii) the audit is not conducted by a direct competitor of Sekoia.io.

6. Sekoia.io guarantees and indemnifies the Customer against any and all claims, actions, damages, liabilities, costs and expenses, resulting from the infringement of a right held by a Third Party, in particular an industrial or intellectual property right (such as copyright, trademark, patent and designs), due to the provision and/or use of any application and/or solution by the Customer and its Affiliates.

This warranty is granted by Sekoia.io provided that the Customer:

- has notified in writing as soon as possible Sekoia.io of the existence of such a claim;
- has not modified the Service in an infringing manner;
- not make any admission or statement of any kind that could prejudice the defences invoked by Sekoia.io in the action brought by the third party or any subsequent action;
- cooperates with Sekoia.io on all matters relating to the defense, litigation or settlement of the claim or action.

In the event of infringement, Sekoia.io may, at its option and at its own expense, and as soon as possible:

- either modify all or part of the offending elements in order to avoid infringement;
- or obtain the permission of the Customer and its Affiliates to continue using the offending material;

- or provide an alternative solution provided that this does not affect the operation or use of the Service made available.

10. Each Party is liable to the Customer for any direct damage caused to the other Party in the event of a prejudice attributable to damaging Party, its permanent and non-permanent staff or any subcontractors, in the context of the performance of these terms and conditions.

11. Neither Party shall be liable to the other for lost profits or lost data or for any indirect, special, consequential, reliance or punitive losses or damages howsoever arising under this T&Cs or in connection with the Service, whether under contract, tort or otherwise, whether foreseeable or not, and regardless of whether such Party has been advised of the possibility that such damage may arise, occur or result.

12. In no event shall a damaging Party's total aggregate liability for all losses, arising out or in connection with the Service or the T&Cs, exceed a sum equal to 100% of the fees paid or payable by the Customer during the contractual year in which the claim or first in a series of connected claims occurred (or to its equivalent if the damage occurs before the contractual twelve months).

13. Neither Party may claim to limit its liability under this Article 12 in the event of gross negligence or willful misconduct, or failure to comply with the provisions of Articles 7 and 8 of these T&Cs.

14. This indemnification obligation shall survive the termination or expiration of the Subscription T&Cs for any cause.

13. Compliance

1. The Parties expressly guarantee that any employee, subcontractor, service provider involved in the execution of the Order strictly complies with all applicable laws, treaties, ordinances, codes and regulations in the context of the performance of these T&Cs.

2. The Customer undertakes, both for himself and for all persons under his responsibility or acting in his name and on his behalf, throughout the duration of the performance of these T&Cs, to comply with all French and European laws, regulations and standards, in particular those relating to the fight against corruption, including the "Sapin II" law of 9 December 2016. Each Party undertakes to provide the other Party with any assistance necessary in responding to a request from a duly authorized anti-corruption authority. In addition, each Party undertakes to inform the other Party, without delay, of any element that would be brought to its

attention and likely to give rise to its liability under this article.

3. Any failure by a Party to comply with the provisions of this clause shall be deemed to be a Irremediable Breach entitling the other Party to terminate the Agreement without notice or compensation, without prejudice to any damages that the non-defaulting Party may be entitled to claim.

14. Personal Data and Service Security

1. The Parties shall comply with the provisions of the Data Protection Act of 1978, amended by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR"). For the purposes of this Article 13, the terms 'personal data' (hereinafter referred to as 'Personal Data'), 'processing', 'controller', 'processor' and 'data subject' have the same meanings as assigned by the GDPR.

2. The Parties undertake to carry out lawful processing of the Personal Data of Users or any data subject to which the processing by the Service may be subject.

3. Sekoia.io may act as a processor or data controller, depending on the processing carried out and the Service contracted by the Customer. Full details on the processing of Personal Data in connection with the Service are in the Data Processing Agreement (DPA) which can be found in Exhibit 2.

4. Each Party shall put in place all appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the processing of Personal Data. Sekoia.io includes physical and logical measures including restricting physical access to data, a strong password policy, and controlling access to data for Sekoia.io staff. Technical measures include strong encryption of data, at rest and in transit, authentication, and authorization rules based on that authentication.

The following are made available to the Customer:

- An overview of security and privacy measures is available at <https://www.sekoia.io/en/privacy-security/>.
- A Trust Center that lists all security controls applied and certifications obtained by Sekoia.io, accessible at <https://trust.sekoia.io/>.
- The Sekoia.io Security Whitepaper for an in-depth view of all the security measures implemented [can be obtained by filling out a form on the Trust Center/can be attached to the T&Cs on request].

It is expressly agreed that security measures are a dynamic and evolving process. As a result, the security measures mentioned above in this document may be subject to change over time.

5. For any questions about the management of Personal Data in the context of the Service offered by Sekoia.io, the User may contact the Customer's personal data/legal department, which will forward the request to Sekoia.io at the email address dpo@sekoia.io.

6. Upon the expiration of the Subscription, for any reason whatsoever, Sekoia.io shall, at the Customer's direction, delete or return to the Customer (or any third party designated by the Customer) all Customer Personal Data in its possession or under its control. Return shall occur only upon the Customer's prior written request. In all events, such deletion or return shall (i) be carried out in a secure manner preserving the integrity of the Personal Data, (ii) be effected in a format agreed between the Parties; (iii) be completed within thirty (30) days after the termination or expiration of the Subscription or under any other period agreed in writing between the Parties.

15. Miscellaneous

1. Modification of the T&Cs and ToU. Sekoia.io reserves the right to modify the T&Cs and the ToU at any time, which will apply to any new Order.

2. Non-Waiver. No failure or delay by either Party in exercising any right or remedy under these T&Cs or any Order shall constitute a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise by either Party.

3. Severability. If any provision of these T&Cs or any Order is held invalid, unenforceable or void under applicable law or by a final judicial decision, that provision shall be deemed severed without affecting the validity or enforceability of the remaining provisions. If the severed provision is essential to the purpose of these T&Cs or any Order, the Parties shall negotiate in good faith to agree on a valid replacement reflecting their original intent.

4. Independence of the Parties. Nothing in these T&Cs shall be construed to create a partnership, joint venture, agency, fiduciary or employment relationship between the Parties, nor shall either Party have authority to bind the other.

5. Force Majeure. Upon the occurrence of a Force Majeure event, performance of the affected obligations (other than payment obligations) shall be suspended for the duration of such event. If such an event continues for

more than thirty (30) days, either Party may terminate the affected Order by written notice to the other Party, without liability, save for obligations accrued prior to termination. The Party invoking Force Majeure shall notify the other Party in writing without undue delay, specifying the nature of the event, its expected duration and its impact on performance, and shall use all reasonable efforts to mitigate the effects of the event and to resume performance as soon as reasonably practicable.

6. Subcontracting. Sekoia.io may engage subcontractors to perform any of its obligations under these T&Cs, provided that it remains fully responsible for the performance of its subcontractors and for compliance with these T&Cs.

7. Governing Law and Jurisdiction. These T&Cs and any Orders shall be governed by and construed in accordance with French law. The Parties submit to the exclusive jurisdiction of the Commercial Court of Paris for any dispute arising out of or in connection with these T&Cs or any Order.

9. Electronic signature. The Parties agree that these T&Cs and related Orders may be executed by electronic signature via DocuSign or any other eIDAS-compliant platform. Such electronic signatures shall have the same force and effect as handwritten signatures pursuant to Articles 1366 and 1367 of the French Civil Code. In accordance with Article 1375 of the French Civil Code, the exchange of electronically signed copies shall suffice to prove the Parties' commitments and obligations hereunder; no delivery of original paper documents shall be required.

For **Sekoia.io**

**Name of the signatory,
duly authorized:**

Signature:

For the **Customer**

**Name of the signatory,
duly authorized:**

Signature:

EXHIBIT 1 – CUSTOMER OPERATIONS GUIDE

[insert here the COG corresponding to the subscribed solution]

EXHIBIT 2 – DATA PROCESSING AGREEMENT (DPA)

For the understanding of the following, the **"Provider"** is Sekoia.io and the **"Customer"** is the Customer signing the document. They can also be individually referred to as a Party. When both of them are concerned, they are referred to as the Parties.

1. General

For the purposes of this Agreement, the following terms shall have the meanings set forth in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter **"the GDPR"**): Personal Data, Data Subject, Personal Data Breach, Data Controller, Data Processor.

The Platform (SaaS platform named SEKOIA.IO) processes Customers security events and provides contextualised and organised information using the Structured Threat Information eXpression ("STIX") standard.

Therefore, under this Agreement, the Parties acknowledge that they will both be required to collect and process Personal Data for the following reasons:

- **The Platform operation:**
 - **SEKOIA DEFEND:** In this plan, the Customer operates its SOC services on the Platform. Customer data is analysed by the Provider through the Platform to detect cyber threats. Some technical connectors can convey personal data that needs to be handled carefully.
 - **SEKOIA INTELLIGENCE:** In this plan, The Platform is used as a source of information to distribute intelligence to the Customer, who can then embed this information for its own purposes, serving either detection capabilities or dissemination to technical components. Threat actors' (hereinafter "Attackers") personal data can be conveyed into this flow of information and should be handled carefully.
- **The Customer operates SOC services for its constituency using the Platform.**

2. Role and responsibility of the Parties

The Provider acts as an independent Data Controller and is accountable for ensuring compliance with GDPR for the following processing:

- processing information, which happens to contain Personal Data, the Provider collects and makes it available on the Platform as intelligence to the Customer. The Provider process this personal data to all its customers;
- ensure the security (through physical, logical, and organizational security measures) of the Platform;
- make analyses and statistics on the use of the Platform by customers to improve the Platform (consumption of the service, unique ID of the user, monitoring of the navigation, etc.);
- management of the contractual relationship with the Customer (management of this Agreement, invoices, and payments, audit, etc.);
- Customer access management (credentials, etc.).

The Provider acts as a Data Processor and Customer acts as an independent Data Controller accountable for ensuring compliance with GDPR for the following processing:

- any processing it carries out as a result of using SEKOIA.IO, including any profiling and automated decision making on the basis thereof, whether for its own use or that subsidiaries that could be integrated in the monitoring perimeter;
- management of the contractual relationship with the Provider (management of invoices and payments, etc)

The roles of the Provider and the Customer regarding the different processings are more detailed in the table below, in section 13. PROCESSING ACTIVITIES.

It is understood that these qualifications are only applicable to the relationship between the Customer and the Provider. These qualifications are exclusive of any qualifications that may exist between the Customer and other Providers.

3. Processing general compliance

The Parties undertake to collect, use, transfer and further process Personal Data in compliance with GDPR, and more generally ensure that they both comply with GDPR, respect fundamental rights of Data Subjects whose Personal Data is processed and ensure adequate safeguards are in place to protect such Personal Data when sharing such Personal Data pursuant to the Agreement.

The Parties will process Personal Data fairly and lawfully. In particular, the Provider will communicate the Personal Data that are necessary for the proper performance of the Agreement and the provision of SEKOIA.IO.

4. Security

Each Party shall have in place all appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data under this Agreement; the nature and level of these security measures must consider the nature and risk associated with the type of Personal Data.

Especially, the Provider undertakes to respect the obligation of security as intended in ANNEX 1.

5. Use of Personal Data by the Customer

It is understood between the Parties that the Customer may only process Personal Data resulting from its use of SEKOIA.IO (hereinafter the "**SEKOIA.IO Data**") for the strict performance of this Agreement and to meet its strict legal obligations (hereinafter the "**Authorized Purposes**").

The Customer shall not retain such Personal Data longer than necessary for the fulfillment of such Authorized Purposes.

Consequently, the Customer must ensure prior to any communication of SEKOIA.IO Data for any other purposes that for the Authorized Purposes that it has (i) the prior written consent of the Provider, that it (ii) complies with this Agreement and (iii) the Data Protection Laws, and in particular the respect of the Data Subject rights.

The Customer declares that it has fulfilled and will fulfill during the term of the Agreement all the obligations arising from Data Protection Laws, including giving notice to and/or obtaining any relevant authorization from Data Protection Authorities or Data Subjects, when collecting and further processing Personal Data for the purpose of the Agreement.

In particular, the Customer will ensure that the data subjects are fully informed of all processing of personal data resulting from its use of the Services.

6. Mutual assistance and collaboration

The Parties will reasonably provide assistance and cooperate with each other to assist with each Party's compliance with the GDPR. Subject to obligation of confidentiality where a Party has a concern that the other Party has not complied with the provision of this section, the Parties agree to exchange confirmation to ascertain the cause of such non-compliance and take reasonable steps to remediate.

In any case, the Parties shall refrain from any actions that might have an adverse effect on the compliance by the other Party with the GDPR. Each Party will inform the other Party without delay if checks and inspections or other measures are undertaken by data protection supervisory authorities, law enforcement or other authorities and governmental bodies.

The Provider shall assist the Customer in ensuring compliance with the obligations as intended at the Article 32 to 36 of the GDPR, considering the nature of processing and the information available to the Provider, in particular:

- The security of the processing
- The notification of a personal data breach to the supervisory authority
- The communication of a personal data breach to the data subject
- The realization of data protection impact assessment, when necessary
- And the prior consultation when the Customer will have to consult the supervisory authority prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk.

Given the scope of the above requests, the time and resources required to meet the needs of the Customer, to ensure that such assistance does not prejudice performance of the Agreement, the Parties shall mutually agree upon the terms and conditions of the aforementioned assistance.

7. Exercise of the rights of Data Subjects

In the event that a Party receives a request for the exercise of rights with respect to processing carried out by the other Party from a Data Subject (including staff members of the other party), it must forward the request without delay to the actual Party concerned.

In all cases, the Parties must cooperate to provide each other with any information that may be useful in managing requests for the exercise of rights related to the processing of personal data carried out under the Agreement.

8. Fate of Personal Data

At the end of the Agreement, whatever the cause, the Provider shall retain only the Personal Data it has to retain to fulfill a legal obligation or necessary for the defense of its rights before the courts.

Within a period of 15 days following the termination of the Agreement, the Provider will certify in writing the erasure of the Personal Data.

9. Use of sub-processors

The Provider has the Customer's general authorisation for the engagement of sub-processor(s). Where the Provider engages a sub-processor to carry out specific processing activities (on behalf of the Customer), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.

It is the responsibility of the Provider to ensure that the sub-processor presents sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing of personal data meets the requirements of the Data Protection Laws. If the sub-processor does not fulfill its data protection obligations, the Provider shall remain fully responsible to the Customer for the performance by the sub-processor of its obligations.

The list of sub-processors can be requested by the Customer on <https://trust.sekoia.io/>

10. Confidentiality

The Parties shall ensure that persons authorized to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.

Especially, the Parties undertake to respect the obligation of confidentiality as intended in Article 12 – CONFIDENTIALITY AND PROPRIETARY INFORMATION of the Agreement.

11. Audit

The GDPR audit may be performed only once a year by the Customer, at its own expense. The Customer shall notify the Provider at least three (3) months prior to the audit at the e-mail address dpo@sekoia.io.

Furthermore, the complete audit report shall be shared with the Provider in its entirety, a summary shall not be considered sufficient.

12. Storage of Data

The Customer shall ensure not to store or transmit Personal Data via Services unless and until the Customer and the Provider have executed a Data Protection Agreement concerning such Personal Data. Except as otherwise set out in the relevant Data processing agreement, the Customer shall defend, indemnify, and hold Provider and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer's use of the Services for the storage of Personal Data which has not been authorized by the Provider.

Upon execution of a Data Processing Agreement, all Personal Data relating to such Data Processing Agreement shall be considered "Proprietary Information" for the purposes of this Agreement.

13. Processing activities relating to the agreement

Name	Sekoia Role	Customer Role	Data category	Legal basis	Purpose	Data subjects	Retention period	Provider recipients	Customer recipients
SEKOIA DEFEND	Controler	Data Subject	Name Email IP address Connection logs	Contract	Security Running the Platform	Customer employees	Contract execution	Technical administrators	Community administrators
SEKOIA DEFEND	Processor	Controler	System logs	Contract	Service execution	Customer data	Contract execution	Technical administrators	Community administrators
SEKOIA INTELLIGENCE	Controler	Controler	Name Email IP address	Contract	Service execution	Threat actors	Contract execution	Threat Detection & Research Team	Community administrators
CRM and partner support	Controler	Data Subject	Name Email Address Phone	Contract	Customer knowledge	Customer employees	Contract execution + 5 years	CRM users	N/A
Billing and invoicing	Controler	Data Subject	Name Email Address	Contract	Contract execution	Procurement employees	Contract execution + 5 years	Sales & Finance teams	Procurement teams
Website and user experience	Controler	Data Subject	IP address	Consent	User experience	Users	6 months	Website administrators	N/A
Knowledge management and corporate suite	Controler	Data Subject	Name Email Address Phone	Legitimate Interest	Corporate tasks	Customers data	Contract execution + 5 years	Sekoia employees based on need to know	N/A

14. Ex-EEA Data Transfer

Any Party shall not transfer any Personal Data to a country or territory outside the European Economic Area (hereinafter the “EEA”) unless such transfer complies with the requirements of Chapter V of the GDPR.

For transfers of Personal Data to a third country that does not ensure an adequate level of data protection, as determined by the European Commission, the exporter Party agrees to take all necessary measures to ensure that the transfer complies with GDPR requirements, as:

- **Standard Contractual Clauses**

The Parties acknowledge and agree that the Standard Contractual Clauses (SCCs), as approved by the European Commission, shall apply to the transfer of Personal Data outside the EEA, when the Customer is located outside EU and/or is processing data outside EU. The SCCs with Modules 1 and 4 are hereby incorporated into this Agreement by reference.

- **Binding Corporate Rules and Other Transfer Mechanisms**

If applicable, the Parties may transfer Personal Data under other appropriate safeguards recognized under GDPR, such as Binding Corporate Rules (BCRs) or other mechanisms provided for in Articles 46 and 49 of the GDPR, subject to the prior written consent of the the other Party when acting as a Controller.

The Parties shall maintain records of all transfers of Personal Data outside the EEA and shall provide such records to the Controller upon request. The Parties shall also assist each other in complying with any regulatory requirements or requests related to such transfers.

Notwithstanding the foregoing, the Parties acknowledge that the provision of the Services under the Agreement may require the processing of Personal Data by sub-processors in countries outside the EEA. If the Provider transfers any Personal Data to a sub-processor, the Provider shall notice it in its list of sub-processors and ensure that sufficient operational measures are in place to comply with Data Protection Laws.

EXHIBIT 3 – USAGE POLICY