



## GENERAL TERMS AND CONDITIONS FOR MANAGED SERVICES

UBIKA SAS (hereinafter referred to as "UBIKA") is a French company registered in the Nanterre Trade Register (no. 529 108 615). Its registered office is located at Parc Tertiaire de Meudon, 9-11 Rue Jeanne Braconnier, 92366 Meudon. Its business is the publication and marketing of application and/or website protection software and the provision of related services.

After defining its needs in terms of its structure, organisation and knowledge of its staff, the Customer would like UBIKA to provide Managed Services.

### 1 Definitions

In this Agreement, capitalized terms have the meanings set out below:

1.1 "Application" or "Web Application": means the application running in the Customer's environment that will be declared and configured on the Software during the BUILD Phase.

1.2 "BUILD" or "BUILD Phase": refers to the phase during which the Services described in article 4.1 will be carried out by UBIKA.

1.2 "Contract": means these General Terms and Conditions, the Proposal, any Special Terms and Conditions, and any documents to which they refer. In the event of any contradiction between them, the Proposal and/or the Special Conditions shall prevail.

1.2 "Customer": refers to any natural person or legal entity having subscribed to the Services provided by UBIKA hereunder by signing a Proposal.

1.3 "General Terms and Conditions": means these General Terms and Conditions accepted by the Customer.

1.4 "Major Update": refers to significant modifications made to the Web Application that result in breakthrough changes in functionality or behaviour or that introduce changes that are incompatible with the previous version.

1.5 "Software": means the software owned, developed and distributed by UBIKA on an industrial basis for use by a group of clients and for which a right of use has been granted to the Client under a separate contract accepted in advance by the Client.

1.6 "Service(s)": refers to the Managed Services provided on the Software, ordered by the Customer by signing a Proposal and described in these General Terms and Conditions. The Services are provided during the BUILD phase and the RUN phase.

1.7 "Proposal" : means the quotation or quotations which the Parties have agreed to in order to order the Services and which bears the reference to these General Terms and Conditions.

1.8 "RUN" or "RUN Phase": refers to the phase during which the Services described in article 4.2 will be carried out by UBIKA.

1.9 "SLO" for "Service Levels Objectives": refers to the service level objectives for the Services.

1.10 "Tier: refers to the level of service for the operational phase of RUN. These service levels, of which there are three, define the extent to which activities in the RUN phase are provided or not. They are described in Appendix A.

### 2 Object

The purpose of this Agreement is to define the conditions under which UBIKA provides the Customer with the Services.



### 3 Duration and validity of the Contract

The Contract takes effect as of the date on which the Customer signs the Proposal referring to the General Terms and Conditions and terminates :

- For the BUILD phase: on completion of the Services or no later than twelve (12) months after this signature , unless otherwise stated or a specific condition stipulated in the Quotation;
- For the RUN phase: at the end of a twelve (12) month period. The Contract is then tacitly renewable for successive periods of twelve (12) months on each anniversary date, unless terminated by one of the Parties by registered letter with acknowledgement of receipt at least three (3) months before the expiry of the current period.

Articles 11 and 16 of these GTC will continue to apply according to their own terms after the contract has expired.

The expiry of the contract does not release the Customer from its obligation to pay the remaining sums due under the Contract.

### 4 Description of Services

In addition to granting the rights to use the Software, UBIKA may also provide Managed Services on the Software. The Services defined below are independent of the use of the Software and are subject to an additional subscription fee depending on whether the Customer wishes to carry out these Services itself, by a partner or by UBIKA.

#### 4.1 BUILD phase

The BUILD phase of the Services corresponds to the period during which UBIKA will perform the Services required to configure the Software and in particular to enrol any new web application in its protection system and validate its effectiveness.

In order to activate any new web application in a secure environment, UBIKA will provide the following Services:

- Declaration of a new web application ;
- Deployment of security rules for this web application in "learning mode";
- Analysis of security logs ;
- Management of false positives, such as :
  - Creating exceptions ;
  - Customizing safety rules ;
- Validation of exceptions with a review of the exceptions created in the previous step;
- Testing changes and controlling collateral effects ;
- Activation of "blocking mode" (optional) and monitoring.

These Services are expressly limited to the scope of the Software.

The Services provided by UBIKA do not include activities such as the configuration of the web application itself (backend) or any activity related to the configuration of third-party products or DNS configuration.

There may be several iterations of the BUILD phase during the term of the Contract, in the event of :

- A major update to an Application already declared on the Software. This case depends on the TIER service level subscribed to by the Customer for the RUN phase.
- A new Web Application that needs to be declared and configured on the Software. This case involves additional billing.



## 4.2 RUN phase

The RUN phase corresponds to the performance of the Services required to maintain the Software production environment in operational condition for the web application(s) deployed during the BUILD phase(s).

### 4.2.1 Report management

This Service consists of analysing security incident reports in order to present their impact and the containment measures implemented during the period. Information concerning traffic, the attack/request ratio and bandwidth will also be presented.

The Report Management Service is provided on a monthly basis.

### 4.2.2 Managing access requests

As part of the operation of the Software, users blocked on a page of a web application may click on the "access request" button.

Access request management is the Service that consists of examining the legitimacy of each request before granting access.

This Service must be initiated by the Customer and will be carried out by UBIKA in direct liaison with the Customer's designated point of contact who is responsible for indicating for which users access should be granted.

It is important to note that the action of granting access could lead to false positive management and require the implementation of an exception. In this case, the management of access requests is completed and the management of false positives starts automatically, with its own SLO.

### 4.2.3 False positive management

False positive management is the Service which consists of analysing security logs and alerts to determine whether exceptions should be added or removed.

The management of false positives and the differentiation between scenarios are based on the level of complexity of the false positive.

There are three levels of complexity in the management of false positives:

Type of false positives	Level of complexity
Global exception on a specific PATH with a specific METHOD and specific PARAMS. This completely disables security on correspondence (PATH, METHOD, PARAMS ).	Standard



If the exception cannot be restricted to a (PATH, METHOD, PARAMS)  
for example:

- false positive header/cookie (e.g. pattern, header size, etc.)
  - Weaknesses in the engine (for example, the GeoIP database is not up to date)
  - Poor functional behaviour (e.g. poor WEBDAV management, broken BL/SL model which will be updated in the next version).
- Complex

Fine-grained exceptions (a single BL/SL rule, on a very specific GET/POST parameter, deactivation of an advanced engine, etc.)

Highly complex

False positives can be managed in two ways:

- On the customer's own initiative when a blocking alert is detected.  
In such a case, either the blocking is legitimate and UBIKA will help the Customer to understand why it is legitimate, or the blocking is illegitimate and will lead to an exception depending on the level of complexity.
- UBIKA may agree with the Customer to provide a report on security alerts on a periodic basis to be defined, the period not being less than two weeks.  
This report will enable the Customer to indicate which alerts to accept. These alerts will give rise to one or more exceptions depending on the level of complexity.

Under this agreement, the required exceptions are developed and implemented by UBIKA in direct liaison with the point of contact designated by the Customer.

The performance of this Service depends on the TIER service level subscribed to by the Customer for the RUN phase.

#### 4.2.4 Management of operations linked to a major update of a web application

This Service consists of resuming BUILD's activities after a major Update of a Web Application already declared on the Software, in order to eliminate false positives and avoid service interruptions.

The performance of this Service depends on the TIER service level subscribed to by the Customer for the RUN phase.

## 5 Governance and SLOs - Service Level Objectives

### 5.1 Governance

UBIKA will carry out the Services during its opening hours, i.e. Monday to Friday, from 9:00 am to 6:00 pm. This excludes Saturdays, Sundays, public holidays and days when UBIKA is not open.

As part of the Services, the Customer must designate a main point of contact to whom UBIKA will report on the quality and delivery of the Services described in this contract.

This reporting will take place during a steering committee meeting which will take place once a month and will be formalised by a report which UBIKA will send to the main point of contact designated by the Client within 3 working days of the steering committee meeting.

In any event, the report, even if approved by the Parties, may not give rise to a modification of the terms of this agreement.



## 5.2 SLO - Service Level Objectives

### 5.2.1 Principles

In order to provide visibility on the quality and performance of its services, UBIKA has set up a series of SLOs. These SLOs are indicative indicators and are not subject to any penalties.

The SLOs apply only to the Services described in this Agreement.

In order to improve its outsourcing activities, UBIKA reserves the right to modify the methods and tools used to measure SLOs and the methods and tools used to publish indicators.

### 5.2.2 Description of SLOs

Occurrence	
<b>RUN</b>	
Report management	Once a month

	Response time	Resolution time
<b>RUN</b>		
Management of "access request" requests	4 working hours	4 working hours
Management of standard false positives	4 working hours	4 working hours
Management of complex false positives	4 working hours	Within 5 working days
Management of highly complex false positives	4 working hours	Within 5 working days

Occurrence	
<b>RUN</b>	
Operations related to a major update of a web application	Depending on the level subscribed With 2 working days' notice

The response time is the maximum time elapsed between the expression of the request by the Customer and the acknowledgement of receipt of the request by UBIKA.



The resolution time is the maximum time elapsed between the acknowledgement of receipt of the request by UBIKA and the execution of the request by UBIKA.

### 5.2.3 Measuring SLOs

#### a) Gross and net values

UBIKA provides gross and net values for each of the service level indicators.

The net value of an SLO is obtained by excluding :

- The period of time before UBIKA is notified of events that have an impact on the value of these indicators;
- The delay due to the absence of responsibility or decision on the events submitted by UBIKA to the Customer;
- The consequences of events outside UBIKA's technical and operational scope.

The net values are submitted to the Customer for validation at each monthly committee meeting.

#### b) SLO measurement period

Times are measured only during the period of operation of the Managed Services.

## 6 Obligations of the Parties

### 6.1 UBIKA's obligations

UBIKA undertakes to :

- Carry out all the Services in accordance with the terms and conditions defined in the Contract,
- Notify the Customer in writing of any factors of which it is aware that could compromise the proper performance of the Services,
- To take all necessary steps to ensure that the Services are carried out properly.

### 6.2 Customer obligations

The Customer undertakes to :

- Comply with the technical requirements communicated by UBIKA;
- Qualified personnel ;
- Provide UBIKA with all the elements and information necessary for the proper performance of the Services, in particular technical and functional information, and inform UBIKA of any change likely to alter the conditions of performance of the Services;
- Designate a manager from among its staff who is available and has decision-making powers with regard to the solutions proposed, particularly for Managed Services;
- Provide, free of charge, the machine time and personnel required for testing and operation of all the Services;
- To respond in a timely manner to requests from UBIKA to comply with the SLO when necessary, for example when asked to validate a false positive from a commercial point of view;



- Work actively and regularly with UBIKA;
- Comply with the operating procedures and limited deadlines defined in advance in this Contract;
- Pay the agreed price in accordance with article 7 of this contract.

The Customer is also responsible for protecting the data collected and recorded.

## 7 Financial conditions

The Customer will pay UBIKA the Price defined in the Proposal. The Price is expressed in Euros, exclusive of tax and any charges. VAT will be applied at the rate in force on the day of invoicing. This rate may vary depending on the methodology adopted by UBIKA to carry out the Services.

Travel and accommodation costs are payable by the Customer and are invoiced before the Services are carried out, on a fixed-rate basis in accordance with the provisions set out in the Proposal. In the absence of such provisions, these costs will be invoiced after the Services have been carried out, either (i) in real terms on the basis of receipts provided in electronic form, or (ii) at the tax rate in force on the day of the journey for those made by private or company car (case limited to travel costs - distance calculated from the home site of the employee carrying out the Services).

In the event that the Services ordered have not been carried out within a period of one (1) year following the signing of the Order Form and for which the Client is responsible, UBIKA's agreement on the price will be revoked and UBIKA reserves the right, in accordance with article 1165 of the French Civil Code, to apply its new rates in force at the time to the Services.

UBIKA will invoice the Customer **XXX**, unless otherwise specified in the Proposal.

Invoices are due and payable within thirty (30) days of the invoice date by bank transfer or any other electronic means of payment such as direct debit.

In the event of late payment eight (8) days after formal notice has remained unanswered, without prejudice to UBIKA's other contractual or non-contractual remedies, UBIKA may charge interest on arrears, which may be capitalised, at a rate equal to the higher of the following two rates: (i) three (3) times the legal interest rate in France; or (ii) the European Central Bank rate plus ten (10) points. In addition, UBIKA is entitled to obtain from the Customer, as a minimum, a fixed sum of 40 euros (or any other amount set by the applicable regulations), by way of compensation for recovery costs. In accordance with the provisions of article L441-6 of the French Commercial Code, when the recovery costs incurred exceed the amount of this fixed compensation, UBIKA may request additional compensation, on justification.

In the event of non-payment of a single invoice on its due date, UBIKA may, without prior formal notice, demand immediate payment of all sums still owed to it by the Client. UBIKA shall then have the right to suspend the performance of the Services as provided for in this contract until the Customer has paid the invoice in question. The Parties agree that this suspension may not be considered as a termination of the contract by UBIKA, nor shall it give rise to any right to compensation for the Client.

## 8 Cancellation and postponement of services

The Client wishing to modify or cancel the start of a Service must notify UBIKA by email, to the address [services@ubikasec.com](mailto:services@ubikasec.com), sent at least ten (10) clear working days before the start date of this Service.

If the Customer cancels a planned Service, a fixed compensation fee will be payable as follows:

- a) If the cancellation is made less than ten (10) days before the scheduled date of the service and the service is postponed for a period of no more than three (3) months, the Customer



may be required to pay a lump-sum compensation equal to twenty (20) % of the cost of the service.

- b) If the cancellation is made less than ten (10) days before the scheduled date of the service, with no postponement or with a postponement exceeding a period of three (3) months, the Customer may be required to pay a flat-rate compensation equal to fifty (50) % of the cost of the service.
- c) If the cancellation is made less than two (2) days before the scheduled date of the service, with or without a postponement, the Customer may be required to pay a fixed fee equal to one hundred (100) % of the cost of the service.

The absence of the Customer, or of the contact person designated by the Customer, which would make it impossible for UBIKA to start the service on the agreed date, is considered to be a cancellation of the service and will result in a claim for a lump-sum compensation payment in accordance with the above conditions.

## 9 Non-solicitation of personnel

The Client waives, without prior written agreement, the right to hire or have employed, directly or indirectly, any employee of UBIKA. This waiver is valid for the entire duration of the Contract and for 12 months following its termination.

In the event that the Client does not comply with this obligation, it undertakes to compensate UBIKA by paying it immediately and upon simple request, a lump sum equal to the gross monthly remuneration of the employee over the last twelve (12) months prior to the end of his/her employment contract.

## 10 Subcontracting

UBIKA may subcontract all or part of the performance of one or more Services to subcontractors of its choice, while remaining liable to the Customer for the performance of the Services.

## 11 Liability

UBIKA shall not be held liable for any delay in the performance of the Services unless such delay is entirely attributable to UBIKA. Furthermore, UBIKA may not be held liable in the event of careless application or non-application of the advice for use provided as part of the assistance or advice not issued by UBIKA itself.

Under no circumstances may UBIKA be held liable for the destruction or deterioration of files or programmes. It is the Customer's responsibility to protect themselves against these risks by making the necessary back-ups.

In any event, UBIKA shall only be liable for direct damage caused to the Customer within the meaning of article 1231-4 of the French Civil Code. Under no circumstances shall UBIKA be liable to the Customer or to third parties for indirect damage such as operating losses, commercial damage, loss of customers, loss of orders, any commercial disturbance whatsoever, loss of profit, damage to brand image, loss of data and/or files.

Whatever the circumstances, UBIKA shall not be liable under any circumstances:





- Damage attributable to any breach of the Contract by the Customer or a third party;
- Damage caused by defects in hardware and/or software and/or networks and/or any other elements supplied by the Customer to UBIKA or used by it and not supplied by UBIKA.
- Any other service provided by the Customer or a third party.

UBIKA's total liability, irrespective of the grounds on which it is based, is limited, including all damages and interest, to seventy per cent (70%) of the Price (excluding VAT) paid by the Client under the Proposal. The Parties expressly acknowledge and accept that the prices agreed in the Contract reflect the allocation of risk between the Parties and the resulting limitation of liability. They also acknowledge and accept that the amount of the cap negotiated and accepted between them under the terms of this article is not derisory and does not contradict the scope of the essential obligation undertaken by UBIKA in the Contract. The provisions of this article shall survive the expiry and termination of the Contract for any reason whatsoever for events giving rise to liability occurring during the term of the Contract.

## 12 Suspension of contract

UBIKA reserves the right to suspend, without notice, the performance of its obligations under this Agreement, in the event that the Subscriber fails to comply with the provisions of this Agreement, in particular :

- Suspension or termination of the Software user contract
- Non-payment of UBIKA invoices for a period of more than eight (8) days after the due date,
- Cases where UBIKA's services are manifestly diverted from their initial purpose, in a manner that is prejudicial to UBIKA or to third parties.

No compensation may be claimed from UBIKA for any suspension of Services due to one of the causes specified in this article. Any amount paid for the current period will not be reimbursed.

## 13 Termination of contract

If one of the Parties fails to fulfil one of its obligations under the Contract without remedying the situation within a period of thirty (30) days from receipt of the registered letter notifying the breach in question, the other Party may terminate the Contract as of right by registered letter on receipt, without any claim for damages being made, and, in the case of UBIKA, without prejudice to the payments for the products and/or services provided as part of the Services covered by this Contract.

In addition, in the event of non-payment of sums owed by the Customer, which are not the subject of justified reservations, and explicitly notified to UBIKA, the latter may terminate the contract automatically and without delay after having notified the Customer by registered letter with acknowledgement of receipt, this not preventing UBIKA from doing everything in its power to recover its debts.

## 14 Specific provisions for consumers

These provisions only apply to Customers who can be considered as "consumers" within the meaning of the law.

### 14.1 Offer and order



The agreement is provided in English and French. The French version is the legally binding version.

#### 14.2 Right of withdrawal

In accordance with Article L. 121-21 of the French Consumer Code, the Customer is hereby informed that he or she has a period of fourteen (14) days after ordering the Services to exercise his or her right of withdrawal without penalty and without giving any reason. A retraction form is available at the following address: [adv@ubikasec.com](mailto:adv@ubikasec.com).

#### 14.3 Archiving the agreement

UBIKA shall ensure the preservation of the agreement establishing the consumer's order for an amount greater than or equal to 120 euros for a period of ten years from the date of delivery which was the subject of an order and shall guarantee access at any time during this same period.

### 15 Force majeure

The Parties shall not be liable if the non-performance by either of them of some or all of their obligations is due to force majeure.

In the first instance, cases of force majeure suspend performance of the contract and the Parties meet to determine how to continue their relationship.

If the cases of force majeure last longer than one (1) month, this contract will be terminated automatically, unless the Parties agree otherwise.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the case law of the French Courts: blockage, disruption or congestion of telecommunications networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, government or legal restrictions, as well as legal or regulatory changes to forms of marketing.

### 16 Confidentiality

The Parties guarantee the confidentiality of any information obtained or data transmitted in the context of the performance of this Contract.

The Party to whom confidential information is communicated shall preserve its confidential nature with no less care than it takes to preserve its own confidential information, and may not communicate or disclose it to third parties, except with the prior written consent of the other Party or to the extent that may be required by Law. The Parties agree to take all reasonable steps to ensure that Confidential Information is not disclosed to their employees or contractors in breach of this Agreement. The terms



of this obligation shall apply throughout the term of this Agreement and for two (2) years following its termination.

However, each Party shall not be bound by confidentiality with regard to the following information:

- information that was regularly known to be of a non-confidential nature before it was communicated as Confidential Information.
- information developed independently by each of the Parties.
- information that was in the public domain or that falls into the public domain through no fault of the beneficiary of this information.

Each Party undertakes not to use the Confidential Information in a context other than that of the Contract, even for its own account, and undertakes to return, at the first request of the other Party, any documents or other media containing Confidential Information that the latter may have been led to hand over to it in the context of the performance of the Contract, as well as any reproductions thereof.

All documents, in whatever form, communicated by UBIKA under this contract will remain its exclusive property.

## 17 Protection of personal data

The Parties will comply with all applicable laws relating to the protection of personal data and in particular with EU Regulation No. 2016/679 known as the "GDPR". Each Party confirms that it will obtain all necessary consents from its employees, contractors or third parties to the processing of the other Party's personal data in connection with any processing of personal data, where applicable, under this Agreement.

Cases in which UBIKA is the data controller. In the context of this Contract, UBIKA processes the Customer's personal data for the purposes of customer relationship management, for the duration of the Contract. The recipients of the data collected are UBIKA's internal departments and its service providers, all established within the European Union. The Customer has a right of access, rectification, opposition, limitation and deletion of personal data concerning him, as well as a right to the portability of his data. To exercise these rights or for further information on this processing, a request may be made to the following address [dpo@ubikasec.com](mailto:dpo@ubikasec.com).

Cases in which UBIKA is a sub-contractor. The Customer is considered to be the sole data controller within the meaning of the RGPD in respect of the data processed in the context of the use of the Software, which obliges it alone to comply with the aforementioned regulations in respect of such data, in particular compliance with all mandatory prior formalities with the CNIL which are incumbent upon it. In the event of the processing of personal data on behalf of the Customer by UBIKA, and in accordance with article 28 of the RGPD, an additional document must be concluded between the Customer and UBIKA, at the Customer's request, specifying in particular the purpose of the processing, its duration, the nature and purpose of the processing, the type of personal data and the categories of persons concerned, and the obligations and rights of the data controller.

## 18 Miscellaneous provisions

### 18.1 Commitments of the Parties

The Parties agree that the validation of the Proposal and any Special Terms and Conditions, the conclusion and renewal of the Contract, and the payment of the fees and/or invoices issued, signify that the Customer has read and accepted the general terms and conditions in force on the date of such



validation, conclusion, renewal or payment. The Customer is hereby informed that these terms and conditions are accessible on the <https://my.ubikasec.com/> website in accordance with articles 1125 and 1127-1 of the French Civil Code.

Previous versions of the General Terms and Conditions from the <https://my.ubikasec.com/> website are also available on the <https://my.ubikasec.com/> website. The Parties agree that such availability is for information purposes only and does not imply the applicability of such earlier versions.

It is understood that these general terms and conditions cancel and replace any general terms and conditions previously agreed between the Parties and having the same purpose and currently in force. They shall prevail over any unilateral document issued by one of the Parties, including the Customer's purchase order. Any specific conditions set out in the Special Terms and Conditions or in the Proposal duly signed by both Parties shall nevertheless apply.

## 18.2 Changes to Services

The Customer's requests for changes to the Services performed under this contract must be made in writing. This condition applies generally to any request for modification, including changes to planning or specifications. A new quotation will then be submitted by UBIKA to the Customer.

## 18.3 Disclaimer

The fact that one of the Parties does not take advantage of a breach by the other Party of any of the obligations referred to herein may not be interpreted for the future as a waiver of the obligation in question. The Client irrevocably waives any request, claim, right or action against UBIKA relating to the performance of this contract and which would be made more than twelve (12) months after the event giving rise to it, and therefore irrevocably waives the right to bring any action before any court on this basis against UBIKA or any of the companies in the group to which it belongs.

## 18.4 Transfer

Neither party may assign or sell all or part of the Contract without the prior written consent of the other party.

However, the assignment or transfer of the Contract to companies owned or held by UBIKA within the meaning of Article L233-3 of the French Commercial Code is authorised, and UBIKA may subcontract the supply of all or part of the Software. In this case, UBIKA remains responsible for the performance of all the provisions of the Contract by its subcontractors.

## 18.5 References

UBIKA reserves the right to include the Customer's name on a list of references.

## 18.6 Notifications

All notifications required by the Contract shall be made by Registered Letter with acknowledgement of receipt and shall be deemed to have been validly made to the addresses indicated at the head of these Terms and Conditions, unless notification of a change of address has been given. Notwithstanding the notifications provided for by registered letter with acknowledgement of receipt, the Parties agree that information relating to the conclusion or performance of the Contract may be sent by electronic mail. In particular, in accordance with article 1126 of the French Civil Code, the Client



acknowledges that UBIKA may send it by e-mail any notification relating to the development and modification of the Contract. The Client therefore expressly accepts the use of this method of communication. The Parties agree that the electronic mails exchanged between them will constitute valid proof of the content of their exchanges and their commitments.

### 18.7 Anticipation

Notwithstanding article 1195 of the French Civil Code, in the event of a change in circumstances unforeseeable at the time of conclusion of the contract and rendering performance excessively onerous for the Customer, the Customer shall not be entitled to renegotiate the contract.

### 18.8 Partial nullity

The declaration of nullity or ineffectiveness of any stipulation of this contract shall not automatically entail the nullity or ineffectiveness of the other stipulations, unless the balance of the contract is altered as a result.

## 19 Court and applicable law

This Contract is governed by French law. Any dispute relating to the interpretation or performance of this Contract shall be brought before the Courts of Nanterre even in the event of plurality of defendants or third-party proceedings, even for emergency proceedings or conservatory proceedings, in summary proceedings or by petition.

**\*\*\*FIN\*\*\***

**Appendices on next page**



## APPENDIX A

The table below sets out the activities of the managed services according to the level of service for the subscribed RUN operational phase:

	Tier 1	Tier 2	Tier 3
Report management	X	X	X
Managing access requests	X	X	X
False positive management	-	X	X
Management of operations linked to a major update of a web application <i>Limited to 2 major updates of a Web Application</i>	-	X	X
Management of operations linked to a major update of a web application <i>Unlimited major updates to a web application</i>	-	-	X



## APPENDIX B

The following table specifies the respective responsibilities of UBIKA and the Customer depending on the Managed Services subscription:

	Standard software subscription	Standard software subscription + Managed Services
Infrastructure availability management	UBIKA	UBIKA
Managing the availability of the administration portal	UBIKA	UBIKA
Infrastructure monitoring and incident management	UBIKA	UBIKA
<b>BUILD</b>		
Declaration of a WEB Application	Customer	UBIKA
<b>RUN</b>		
Standard report	Integrated into the Software	Integrated into the Software
Customised report	no	UBIKA
Managing access requests	Customer	UBIKA
Management of standard false positives	Customer	UBIKA
Complex false positive management	UBIKA	UBIKA
Highly complex false positive management	N/A	UBIKA
<b>Working hours</b>		
Incident management	UBIKA	UBIKA
Requests management	N/A	UBIKA
<b>Hours not worked</b>		



Incident management P1	UBIKA	UBIKA
Other priority management	N/A	N/A
Other request management	N/A	N/A