



GENERAL TERMS AND CONDITIONS FOR MANAGED SERVICES SEPTEMBER 2025

Preamble

UBIKA SAS (hereinafter "UBIKA") is a French company registered in the Nanterre Trade and Companies Register under number 529 108 615, with its registered office located at Parc Tertiaire de Meudon, 9-11 Rue Jeanne Braconnier, 92366 Meudon.

Its business consists of publishing and marketing software for protecting applications and/or websites and providing related services.

After defining its needs based on its structure, organisation and staff knowledge, the Customer has chosen UBIKA to provide Managed Services in accordance with the Documentation and information it acknowledges having received.

It is the Customer's responsibility to define its own needs in a highly precise manner, to assess their suitability for the Services and to ensure that it has the necessary skills to use them.

The Client also acknowledges that it has had the opportunity to attend a detailed presentation of the Services and to request from UBIKA all the necessary information describing the features of the Services.

Furthermore, the Customer acknowledges that they have had the opportunity to seek assistance from any professional of their choice

to assess all of the Services and/or to negotiate these terms and conditions.

1 Definitions

For the purposes of this Agreement, capitalised terms shall have the meanings set out below:

1.1 "Application" or "Web Application": refers to the application operating in the Client'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 performed by UBIKA.

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

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

1.3 "Terms and Conditions": refers to these Terms and Conditions accepted by the Customer.

1.4 "Documentation": refers to the description of the Software's features and instructions for use. It is provided in electronic form and in French. Any other documentation is excluded from the scope of these Terms and Conditions, in particular commercial documentation and training documentation.

1.5 "False Positive Management": refers to the Service consisting of analysing security logs and alerts in order to determine whether exceptions should be added or removed.

1.6 "Business Day": refers to days worked at UBIKA, namely Monday to Friday, except for days that are exceptionally closed by the latter.

1.7 "Major update": refers to significant changes made to the Web Application that result in disruptive changes to functionality or behaviour, or that introduce changes incompatible with the previous version.



1.8 "Software": refers to software owned, developed and distributed by UBIKA, according to industrial logic, for use by a group of customers and for which a right of use has been granted to the Customer under a separate contract previously accepted by the Customer.

1.9 "Sanctioned Person": refers to any natural or legal person subject to international sanctions or targeted by restrictive measures imposed by the competent authorities.

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

1.11 "Proposal": refers to the quotation(s) agreed upon by the Parties to order the Services and which bears the reference of these General Terms and Conditions.

1.12 "RUN" or "RUN Phase": refers to the phase during which the Services described in Article 4.2 will be performed by UBIKA.

1.13 "International sanctions" refers to restrictive measures enacted, administered or enforced by the United Nations Security Council, the European Union, France, the United States of America, or any other competent authority, including other States, with the power to enact such sanctions. Without being exhaustive, these measures may consist of economic, financial or commercial sanctions, such as embargoes, freezing of funds and economic resources, as well as restrictions on transactions with natural or legal persons or on specific goods or territories.

1.14 "SLO" for "Service Levels Objectives": refers to the service level objectives within the framework of the Services.

1.15 "Sanctioned Territory": refers to any country or territory that is subject to, or whose government is subject to, a regime of International Sanctions prohibiting or restricting relations with such countries, territories or governments.

2 Purpose

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

3 Effective Date, Term and Validity of the Agreement

3.1 Effective date

The Agreement shall take effect upon the Customer's signature of the Proposal referring to the General Terms and Conditions.

3.2 Duration

The Agreement is concluded for a term equal to the duration of the BUILD Phase plus the duration of the RUN Phase.

3.2.1 Duration of the BUILD Phase

The duration of the BUILD Phase is specified in the Proposal and depends on the number of sites to be protected by the Client. This phase begins on the date indicated in the kick-off meeting minutes. These minutes are sent to the Client by email within two working days of the meeting. This phase includes the various Services described in Article

4.1 and ends when the system is switched to "blocking" mode.



In any event, the duration of the BUILD Phase shall not exceed six (6) months from the Kick-Off meeting.

3.2.2 Duration of the RUN Phase

The RUN Phase has an initial duration of twelve (12) months minus the duration of the BUILD Phase. For example, if the BUILD Phase lasts three (3) months, the duration of the RUN Phase will be nine (9) months. This phase shall commence exclusively upon signature of the intervention report indicating the end of the BUILD Phase. It includes the various Services described in Article 4.2.

This phase shall then be tacitly renewable for successive periods of twelve (12) months on each anniversary date, unless terminated under the conditions set out in Article 3.3 below.

3.3 Validity of the Contract

The Contract shall be terminated by either Party sending a registered letter with acknowledgement of receipt at least three (3) months before the expiry of the current twelve-month period of the RUN Phase.

The Contract may also be terminated under the conditions set out in Article 13 hereof.

Notwithstanding the foregoing, Articles 11 and 16 of these GTC shall continue to have effect in accordance with their own terms after the expiry of the Contract.

The expiry of the Contract does not release the Customer from their obligation to pay any outstanding amounts due under the Contract.

4 Description of Services

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

4.1 BUILD phase

The BUILD phase of the Services corresponds to the period during which UBIKA will perform the Services necessary 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 perform 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;
- Validation of exceptions with review of exceptions created in the previous step;
- Testing changes and checking for collateral effects;
- Activation of "block mode" (optional) and monitoring.

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

UBIKA's Services do not include activities such as configuring the web application itself (backend) or any activity related to configuring third-party products or DNS configuration.



4.2 RUN phase

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

4.2.1 Monthly security report

This Service consists of sending security reports in PDF format to present the request and attack flows for the current month and the containment measures implemented during the period. Reports are sent by asset and namespace.

The security report sending Service is performed on a monthly basis.

4.2.2 Residual False Positives Management

These are all illegitimate blocks that could not be classified during the BUILD phase.

Unlike false positive management during the BUILD phase, residual false positive management is initiated by the client. As the asset is in the RUN phase, alerts must be monitored by the client, who may at any time request the expertise of an MS engineer to assist with the classification of these alerts and the implementation of exceptions.

In any event, the Client is reminded that the management of residual false positives is subject to a monthly limit based on the number of the Client's sites benefiting from protection, in accordance with the service level subscribed to by the Client for the RUN phase and stipulated in the Proposal.

4.2.3 Steering Committee

This service consists of organising a quarterly steering committee meeting with all project stakeholders to review the solution and discuss the roadmap and current issues. It also provides an opportunity to discuss certain metrics from the monthly security reports and to answer any questions that were not asked directly by email upon receipt of the monthly reports.

Ubika will send the steering committee's report within three working days. In any event, even if approved by the Parties, the report shall not give rise to any amendment to the terms of this agreement.

5 Governance and SLO – Service Level Objectives

5.1 Governance

UBIKA shall perform the Services during its opening hours, namely Monday to Friday, from 9:00 a.m. to 6:00 p.m. Saturdays, Sundays, public holidays and non-working days at UBIKA are excluded.

As part of the Services, the Client must designate a primary point of contact to whom UBIKA will report on the quality and provision of the Services described in this Agreement.



5.2 SLO – Service Level Objectives

5.2.1 Principles

In order to provide visibility on the quality and performance of the Services, UBIKA has implemented a set 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 IT outsourcing activities, UBIKA reserves the right to modify the methods and tools used to measure SLOs, as well as the methods and tools used to publish indicators.

5.2.2 Description of SLOs

Delivery time	
RUN	
Monthly security reports	Maximum on the 6th of the following month

	Response time (GTI)	Resolution time (GTR)
RUN		
Residual False Positive Management	4 working hours	1 working day

The response time is the maximum time elapsed between the Customer submitting the request and UBIKA acknowledging receipt of the request.

Resolution time is the maximum time elapsed between UBIKA acknowledging receipt of the request and UBIKA executing the request.

5.2.3 SLO Measurement

a) Gross and net values

The net value of an SLO is obtained by excluding:

- The time before UBIKA is notified of events that impact the value of these indicators;
- The delay due to the absence of responsibility or decision on events submitted by UBIKA to the Client;
- The consequences of events that do not fall within UBIKA's technical or operational scope of intervention.



Net values are subject to validation by the Client at each monthly committee meeting.

b) SLO measurement period

Times are measured only during the period of operation of the Managed Services (RUN Phase).

6 Obligations of the Parties

6.1 UBIKA's obligations

UBIKA undertakes to:

- Performing all Services in accordance with the terms and conditions set out in the Contract,
- Notify the Customer in writing of any information, to its knowledge, that it believes could compromise the proper performance of the Services,
- Implementing the necessary measures to ensure that the Services are performed properly.

6.2 Obligations of the Client

The Client undertakes to:

- Comply with the technical requirements communicated by UBIKA;
- Have 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 notify UBIKA of any changes that may alter the conditions for the performance of these services;
- Appoint a manager from among its staff who is available and has decision-making authority with regard to the proposed solutions, in particular for Managed Services;
- Provide, free of charge, the machine time and personnel necessary for testing and operation for all Services;
- Respond in a timely manner to requests from UBIKA to meet the SLO when necessary, for example when asked to validate a false positive from a commercial point of view;
- Collaborate actively and regularly with UBIKA;
- Comply with the operating procedures and deadlines set out in this Agreement;
- Pay the agreed price in accordance with Article 7 of this Contract.
- Notify UBIKA without delay of any fact or event of which it becomes aware that could render its declarations relating to International Sanctions, as defined in Article 17, inaccurate. This notification includes, in particular, any change in the status of the Licensee, its legal representatives, directors, officers, employees, subcontractors, or companies that it controls directly or indirectly, within the meaning of Articles L. 233-3 and L. 233-16 II of the French Commercial Code.



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

7 Financial conditions

The Customer shall pay UBIKA the Price defined in the Proposal. The Price is expressed in Euros, excluding taxes and any fees. VAT will be applied at the rate in force on the date of invoicing. This may vary depending on the methodology adopted by UBIKA for the performance of the Services.

Travel and accommodation expenses shall be borne by the Client and shall be invoiced prior to the performance of the Services, at a flat rate in accordance with the provisions set out in the Proposal. In the absence of such provisions, these costs shall be invoiced after the Services have been performed, either (i) at actual cost on the basis of supporting documents provided in electronic form, or (ii) at the tax rate in force on the day of travel for those made by personal or company car (limited to travel costs - distance calculated from the location of the employee performing the Services).

In the event that the Services Ordered have not been performed within one (1) year of the signing of the Proposal and the cause is attributable to the Client, UBIKA's agreement on the price shall be revoked and UBIKA shall reserve the right, in accordance with Article 1165 of the Civil Code, to apply its new rates in force on that date to the Services.

UBIKA shall invoice the Client upon delivery 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 payment method such as direct debit.

In the event of late payment eight (8) days after formal notice has been given and has remained unsuccessful, without prejudice to UBIKA's other contractual or non-contractual remedies, UBIKA may charge capitalisable interest on arrears 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) as compensation for collection costs. In accordance with the provisions of Article L441-6 of the French Commercial Code, where the collection costs incurred exceed the amount of this fixed compensation, UBIKA may request additional compensation, upon justification.

In the event of non-payment of a single invoice by its due date, UBIKA may, without prior notice, demand immediate payment of all sums owed to it by the Customer. 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 shall not be considered 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

Clients wishing to modify or cancel the start of a Service must notify UBIKA by email, at services@ubikasec.com, at least ten (10) clear working days before the start date of the Service.

In the event of cancellation by the Client of a scheduled Service, a fixed compensation fee will be charged as follows:

- a) If cancellation occurs less than ten (10) days before the scheduled date of the service with a postponement of the service not exceeding a period of three (3) months, a lump sum compensation equal to twenty (20)% of the amount of the service may be claimed from the Client.



- b) If the cancellation occurs less than ten (10) days before the scheduled date of the service, without postponement or with a postponement exceeding a period of three (3) months, a lump sum compensation equal to fifty (50)% of the amount of the service may be claimed from the Client.
- c) If the cancellation occurs less than two (2) days before the scheduled date of the service, with or without postponement, a fixed compensation equal to one hundred (100) % of the amount of the service may be claimed from the Client

The absence of the Client, or of the contact person designated by the Client, which would make it impossible for UBIKA to commence the service on the agreed date, shall be considered a cancellation of the service and shall result in a claim for a fixed compensation payment in accordance with the above conditions.

9 Non-solicitation of personnel

The Client agrees not to hire or employ, directly or indirectly, any UBIKA employee, unless prior written agreement has been obtained. This agreement shall remain in force for the entire duration of the Contract and for 12 months following its termination.

In the event that the Client fails to comply with this obligation, the Client undertakes to compensate UBIKA by paying it immediately and on simple request a lump sum equal to the gross monthly remuneration of the employee during the twelve (12) months preceding the end of his or her employment contract.

10 Subcontracting

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

11 Liability

UBIKA shall not be held liable for any delay in the performance of the Services unless such delay is entirely attributable to it. Furthermore, UBIKA shall not be held liable in the event of the ill-advised application or non-application of the advice provided in the context of assistance or advice not originating from UBIKA itself.

Under no circumstances shall UBIKA be held liable for the destruction or damage of files or programmes. It is the Customer's responsibility to protect themselves against these risks by making the necessary backups.

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

Regardless of the circumstances, UBIKA shall in no event be liable for:

- Damages attributable to any breach of the Customer's Contract or caused by a third party;
- Damages caused by defects or faults in the hardware and/or software and/or networks and/or any other items supplied by the Customer to UBIKA or used by it and not supplied by UBIKA



- Any other service performed by the Customer or by a third party.

UBIKA's total liability, regardless of the basis, is limited, for all damages and interest combined, to seventy per cent (70%) of the Price (excluding VAT) paid by the Client under the Proposal. The Parties expressly acknowledge and agree 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 agree that the maximum amount negotiated and agreed between them in the terms provided for in 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 the Contract

UBIKA reserves the right to suspend, without notice, the performance of its obligations under this Agreement in the event of a breach by the Subscriber of the provisions of this Agreement, in particular:

- In the event of suspension or termination of the Software Use Agreement
- In the event of non-payment of UBIKA invoices for a period of more than eight (8) days after the due date
- Cases where UBIKA's services are clearly misused for purposes other than their original purpose, in a manner that is detrimental to UBIKA or to third parties.

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

13 Termination of the Contract

If one of the Parties fails to fulfil any of its obligations under the Contract and does not remedy this within thirty (30) days of receiving the registered letter notifying it of the breach in question, the other Party may automatically terminate the Contract by registered letter upon receipt, without any damages being claimed, and, in the case of UBIKA, without prejudice to payments for products and/or services provided under the Services covered by this Contract.

Furthermore, in the event of non-payment of sums due by the Customer, which are not subject to justified reservations and have been explicitly notified to UBIKA, the latter may terminate the Contract automatically and without delay after notifying the Customer by registered letter with acknowledgement of receipt, without this preventing UBIKA from taking all necessary steps to recover its debts.

14 Specific provisions for consumers

These provisions are only applicable to Customers who may be considered "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 Consumer Code, the Customer is informed that they have a period of fourteen (14) days after ordering the Services to exercise their right of withdrawal without penalty and without giving any reason. A withdrawal form is available at the following address: adv@ubikasec.com.

14.3 Archiving of the agreement

UBIKA shall retain the agreement establishing the consumer's order for an amount greater than or equal to £120 for a period of ten years from the date of delivery that was the subject of the order and shall guarantee access to it at any time during that period.

15 Force majeure

The Parties shall be entirely released from liability if the non-performance by either Party of some or all of its obligations results from a case of force majeure.

Initially, cases of force majeure shall suspend the performance of the Contract and the Parties shall meet to determine the terms and conditions for continuing their relationship.

If the force majeure events last for more than one (1) month, this Contract shall be automatically terminated, unless otherwise agreed between the Parties.

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

16 Confidentiality

The Parties shall ensure the confidentiality of any information obtained or data transmitted in connection with the performance of this Agreement.

The Party to whom confidential information is disclosed shall preserve its confidentiality with care no less than that which it applies to the preservation of its own confidential information, and shall not communicate or disclose it to third parties, except with the prior written consent of the other Party or to the extent required by law. The Parties agree to take all reasonable measures to ensure that confidential information is not disclosed to their employees or contractors in violation of this Agreement. The terms of this obligation shall remain in force throughout the term of this Agreement and for two (2) years following its termination.

However, neither Party shall be bound by confidentiality with respect to the following information:

- information that was regularly known as non-confidential before it being disclosed as Confidential Information.
- information developed independently by each Party.



- information that was in the public domain or that falls into the public domain without the beneficiary of such

information having committed any fault.

Each Party undertakes not to use the Confidential Information in any context other than that of the Contract, even on its own behalf, and undertakes to return, at the first request of the other Party, all documents or other media containing Confidential Information that the latter may have provided to it in connection with the performance of the Contract, as well as all reproductions thereof.

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

17 Compliance with international sanctions

The Customer declares that it complies with all laws and regulations relating to International Sanctions. It guarantees that, to its knowledge, neither it nor the companies it controls directly or indirectly, within the meaning of Articles L. 233-3 and L. 233-16 II of the French Commercial Code, nor any of its legal representatives, directors, managers, employees or subcontractors:

- (a) are Sanctioned Persons;
- (b) are owned or controlled by a Sanctioned Person.
- (c) are located, incorporated or resident in a Sanctioned Territory;
- (d) are engaged in activities with a Sanctioned Person;
- (e) have received funds or other assets from a Sanctioned Person;
- (f) are involved in activities with a person located, incorporated or resident in a Sanctioned Territory.

The Licensee undertakes to inform UBIKA without delay of any fact that could render any of the above statements inaccurate.

statements made pursuant to these Terms and Conditions concerning International Sanctions.

Any clause in this Agreement that is found to be contrary to the provisions of International Sanctions shall be deemed unenforceable.

In the event of a change in the Licensee's situation or any event brought to UBIKA's attention that would contravene the above statements or render them inaccurate, the Agreement may be terminated in accordance with the provisions of the "Termination" clause. Such breach shall be considered irremediable for the purposes of exercising UBIKA's rights.

The commitments made by the Licensee under this article shall not be subject to any limitation of liability on the part of the Customer.

18 Protection of personal data

The Parties shall comply with all applicable laws on the protection of personal data, in particular 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 for 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 responsible for processing. Under this Agreement, UBIKA processes the Customer's personal data for customer relationship management purposes for the duration of the Agreement. The recipients of this collected data are UBIKA's internal departments and its service providers, all of which are based within the European Union. The Customer has the right to access, rectify, object to, restrict and erase personal data concerning him/her, as well as the right to data portability. To exercise these rights or for



more information on this processing, a request may be made to the following address dpo@ubikasec.com.

Cases in which UBIKA is a subcontractor. The Client is considered solely responsible for processing within the meaning of the GDPR with regard to data processed in connection with the use of the Software(s), which means that it alone is responsible for complying with the aforementioned regulations concerning such data, in particular compliance with all mandatory prior formalities with the CNIL (French Data Protection Authority) for which it is responsible. In the event of personal data being processed on behalf of the Client by UBIKA, and in accordance with Article 28 of the GDPR, an additional document must be drawn up between the Client and UBIKA, at the Client'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 data subjects, and the obligations and rights of the data controller.

19 Miscellaneous provisions

19.1 Commitments of the Parties

The Parties agree that the validation of the Proposal and any Special Conditions, the conclusion and renewal of the Contract, as well as the payment of 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 informed that these general terms and conditions are available on the website <https://my.ubikasec.com/> in accordance with Articles 1125 and 1127-1 of the Civil Code.

Previous versions of the general terms and conditions from the website <https://my.ubikasec.com/> are also available on the website <https://my.ubikasec.com/>. The Parties agree that these are provided for information purposes only and do not imply the applicability of these previous versions. It is understood that these general terms and conditions cancel and replace any general terms and conditions previously agreed between the Parties with the same purpose and currently in force. They take precedence over any unilateral document from either Party, including the Customer's order form. However, any specific terms and conditions set out in the Special Terms and Conditions or in the Proposal duly signed by both Parties shall apply.

19.2 Modifications to the Services

Requests for changes by the Customer relating to the Services performed under this Contract shall be made in writing. This condition applies generally to any request for change, including changes in planning or specifications. A new quotation will then be presented by UBIKA to the Customer.

19.3 Waiver

The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations referred to herein shall not be interpreted in the future as a waiver of the obligation in question. The Customer irrevocably waives any claim, demand, right or action against UBIKA relating to the performance of this Agreement that is 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.



19.4 Assignment

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

However, the assignment or transfer of the Contract to companies owned by or owned by UBIKA within the meaning of Article L233-3 of the 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 provisions of the Contract by its subcontractors.

19.5 References

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

19.6 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 beginning of this document, 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 email. In particular, in accordance with Article 1126 of the Civil Code, the Customer acknowledges that UBIKA may send him/her any notification relating to changes and amendments to the Contract by email. The Customer therefore expressly accepts the use of this method of communication. The Parties agree that emails exchanged between them shall constitute valid evidence of the content of their exchanges and commitments.

19.7 Unforeseeable circumstances

Notwithstanding Article 1195 of the Civil Code, in the event of unforeseeable changes in circumstances at the time of conclusion of the Contract rendering performance excessively onerous for the Customer, the Customer shall not be entitled to renegotiate the Contract.

19.8 Partial nullity

The declaration of nullity or ineffectiveness of any provision of this Contract shall not automatically entail the nullity or ineffectiveness of the other provisions, unless the balance of the Contract is thereby altered.

20 Court and applicable law

This Agreement is governed by French law. Any dispute relating to the interpretation or performance of this Agreement shall be brought before the Courts of Nanterre, even in the event of multiple defendants or the introduction of third parties, and even in the case of emergency or protective proceedings, whether in summary proceedings or on application.

*****END*****

**Appendix on the
following page**



APPENDIX A

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

	Standard Software Subscription	Standard software subscription + Managed Services
Infrastructure availability management	UBIKA	UBIKA
Administration portal availability management	UBIKA	UBIKA
Infrastructure monitoring and incident management	UBIKA	UBIKA

BUILD		
WEB Application Declaration	Client	UBIKA

RUN		
Standard Dashboard	Integrated into the software	Integrated into the software
Comprehensive security report	None	UBIKA
Residual False Positive Management	Client	UBIKA

Working hours		
Incident Management	UBIKA	UBIKA
Request management	N/A	UBIKA

Non-business hours		
Incident management P1	UBIKA	UBIKA
P2/P3/P4 incident management Priority management	N/A	N/A
Request management	N/A	N/A