



TERMS AND CONDITIONS FOR CISO ASSISTANT PRO ON-PREMISES

Version 2025-02-05

1 - Company information

INTUITEM is a French limited liability company registered with the Versailles Trade and Companies Register under number 844 508 192 whose registered office is located at 8 rue des Frères Caudron, 78140 Vélizy-Villacoublay (the "**Company**" and "**Licensor**").

2 - Company's Solution and related Services

The Licensor publishes the CISO Assistant Pro software solution which is publicly accessible on the Internet (the "**Solution**"). The purpose this Solution is to offer cybersecurity program management services through a pragmatic approach to governance, risk and compliance management.

The Company offers its customers ("**Customer**") services to assist them in operating the Solution at their premises (the "**Services**").

3 - Contractual documents

The Customer may contact the Company to request a quotation (the "**Quotation**") to benefit from the Services and get a license for the Solution.

In such case, the Customer must accept the Quotation in writing (including by email) within 30 days of its issue. This acceptance implies acceptance of the Terms and Conditions in their version in force at the date of the Quotation.

In case of contradiction, the Quotation shall prevail over the Terms and Conditions. In case of contradiction, the most recent Quotation shall prevail over the oldest one(s).

The Customer's potential order forms have no contractual value.

4 - Conditions of access to Services

(i) The Customer is:

- a **natural person** with full legal capacity, or

- a **legal entity** acting through a natural person with the power or authority required to enter into a contract in the Customer's name and on their behalf.
- (ii) **The Customer is a professional**, understood as any natural person or legal entity acting for purposes within the scope of their commercial, industrial, artisanal, liberal or agricultural activity, including when acting in the name of or on behalf of another professional.

Before subscribing, the Customer acknowledges that they can find out about the characteristics of the Services and of the Solution and their constraints, in particularly technical constraints.

5 - Access to Services and duration

The Customer subscribes to the Services by contacting the Company directly using contact information provided in article "*Company information*". The Company sends a Quotation to the Customer who must accept it in accordance with article "*Contractual documents*".

The Customer subscribes to the Services for a definite duration as indicated in the Quotation.

The Customer will indicate in the order the contact person in charge of deploying the Solution.

The Company will send an order acceptance by mail to the Customer, that will mark the start of the subscription to the Services (the "**Period**"). The acceptance mail will provide an Internet link to retrieve the Solution and its updates.

The Company will contact the Customer to provide them a new Quotation about 1 month prior the end of the ongoing Period. If the Customer wishes to benefit from ongoing Services and continue to use the Solution, they shall agree to the new Quotation in accordance with article "*Contractual documents*".

6 - License for commercial use of the Solution

6.1 - Scope of the license

The license to use the Solution is conditioned to a valid subscription to the Services.

The Licensor grants the Customer a personal, non-transferable license to commercially operate the Solution for its own use during the subscription Period. This license covers the current version of the Solution as of the date hereof, as well as any future versions released, and may be used at the Customer's premises. A tenant owned by the Customer at a cloud provider is also considered part of the Customer's premises.

Each execution or run of the Solution program in memory is referred to as an "**Instance**". The subscription is done for a single Instance, with the number of users indicated in the Quotation. To operate multiple Instances, the Customer can order multiple subscriptions.

6.2 - Warranty

The Licensor guarantees to the Customer the full and peaceful enjoyment of the License granted to it against any disturbances, claims or evictions of any kind.

It thus guarantees to the Customer that it has all the rights and authorizations necessary to grant this License and that the Solution does not contain anything that could fall within the scope of laws and regulations relating in particular to counterfeiting, competition unfair, privacy, image rights, personality rights and more generally contravene the rights of third parties.

The Licensor also guarantees that it has not granted and will not grant to a third party any transfer or license of exploitation or commercial use of the Solution likely to prevent or hinder the full enjoyment of the rights granted to the Customer under the Contract.

The Licensor does not guarantee the list of frameworks offered on the Solution, as this list is subject to change. As such, the Licensor cannot be held liable if a framework is removed from the Solution, which the Customer expressly acknowledges and waives any claim for compensation on this basis.

7 - Description of the Services

7.1 - Maintenance

For the duration of the Services, the Customer benefits from maintenance, in particular corrective and ongoing maintenance.

The Company makes every effort to provide the Customer with corrective maintenance to correct any malfunction or bug found in the Solution.

The Customer also benefits from ongoing maintenance, which includes improvements to the Solution's functionalities, the addition of new functionalities and/or technical installations used within the framework of the Solution (aiming to introduce minor or major extensions).

7.2 - Technical support

In the event of any difficulty encountered while using the Solution, the Customer may contact the Company using contact details provided in article "*Company information*".

Technical support service is available from Monday to Friday, excluding public holidays, from 9 am to 6 pm. Depending on the need identified, the Company will estimate the response time and inform the Customer accordingly.

7.3 - Other Services

The other Services to which the Customer has subscribed are described in the Quotation. They can concern assistance for the integration of the Solution in the premises of the Customer, the training of staff to use the Solution, the assistance to integrate custom frameworks in the Solution, ...

The Company reserves the right to offer any other Service.

Any request to modify the subscribed Services must be the subject of an additional Quotation.

8 - Financial terms

8.1 - Price of Services

The price of the Services subscribed by the Customer is indicated in the Quotation.

Any Period started is due in full.

The Company is free to offer promotional offers or price reductions.

8.2 - Invoicing and payment terms

The Company sends the Customer an invoice on the subscription date by any useful means. Payment is made by bank transfer.

The Company's invoicing and payment terms are specified in the Quotation.

The Customer warrants that they have all necessary authorizations to use this method of payment.

8.3 - Consequences of late or non-payment

In the event of default or delay in payment, the Company reserves the right, from the day after the due date shown on the invoice, to:

- Immediately suspend the Services in progress until full payment of the amounts due,
- Charge interest on arrears equal to 3 times the legal interest rate, based on the sums not paid by the due date, and a flat-rate indemnity of 40 euros for collection costs, without prejudice to additional compensation if the collection costs actually incurred exceed this amount.

9 - Intellectual property rights

The Solution is the Company's property, as are Company's software, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, etc.). They are protected by all intellectual property rights or database producers' rights in force. The license granted to the Customer does not entail any transfer of ownership.

10 - Commercial references

Except in case of express refusal of the Customer, the parties may use their respective names, brands and logos, and if applicable refer to their respective platforms, as commercial references, for the duration of their contractual relationship and 3 years thereafter.

11 - Customer's obligations and liability

11.1 - Concerning the provision of information

The Customer undertakes to provide the Company with all the information required to subscribe to and use the Services and the Solution.

11.2 - Concerning the use of the Solution

The Customer is responsible for their use of the Solution and any information they share in this context.

The Customer undertakes not to use the Solution for purposes other than those for which it was designed, and in particular to:

- engage in any illegal or fraudulent activity,
- undermine public order and morality,
- infringe the rights of third parties in any way whatsoever,
- violate any contractual, legislative or regulatory provision,
- engage in any activity likely to interfere with a third party's computer system, in particular for the purpose of violating its integrity or security,
- promote their services and/or websites or those of a third party,
- assist or incite a third party to commit one or more of the acts or activities listed above.

The Customer also refrains from:

- copying, modifying or misappropriating any element belonging to the Company or any concepts it exploits within the framework of the Solution,
- infringing Company's financial, commercial or moral rights and interests.

The Customer is responsible for content of any kind that they publish on the Instance (the "**Content**").

The Customer accepts that Content posted on the Instance may be viewed by other Users of the Instance, including readers.

The Customer agrees not to publish any Content (this list is not exhaustive):

- infringing public order and morality (pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist),
- infringing the rights of third parties (counterfeit content, infringement of personality rights, etc.) and more generally violating a contractual, legislative or regulatory provision,

- prejudicial to third parties in any way whatsoever,
- misleading, deceptive or proposing or promoting illicit, fraudulent or deceptive activities,
- harmful to the computer systems of third parties.

The Customer is responsible for regularly backing up all Work, data, and Content created or entered in the Instance to ensure its protection. The Company assumes no liability for any loss of data within the Instance.

The Customer is responsible for any relations Users or themselves may establish with other users of the Instance. The Customer undertakes to act with discernment and to respect usual rules of politeness and courtesy in their exchanges with other users.

The Customer shall indemnify the Company against any claim and/or action that may be brought against it as a result of the breach of any of the Customer's obligations. The Customer shall indemnify the Company for any loss suffered and reimburse the Company for any sums it may have to bear as a result.

12 - Company's obligations and liability

The Company undertakes to provide the Services with diligence, it being specified that it is bound by a best-effort obligation.

The Company undertakes to comply with all applicable regulations.

The Company shall use its best efforts to comply with the timetable for completion of the Services indicated in the Quotation. As these deadlines are provided for guidance only, the Company shall not be held liable in the event of non-compliance.

Any delay attributable to the Customer postpones the agreed delivery date by the same duration.

13 - Limitation of the Company's liability

The sole purpose of the Solution is to manage Governance, Risk and Compliance based on loaded Customer's data. The formalization of such information may include errors or omissions, or even unintentionally modify the meaning of the data on which it is based.

In this respect, the Customer expressly acknowledges and accepts that the information available in the Solution is provided for indicative purposes only.

The Company cannot be held liable regarding the accuracy of such information as it directly depends of information uploaded by the Customer in the Solution.

The Company provides non-exhaustive information that is as accurate as possible. However, the Company cannot guarantee that the information provided in the Solution is accurate or up to date and encourages the Customer to verify and investigate all information provided. The use of information in the Solution is therefore the sole responsibility of the Customer, who is responsible for ensuring the validity of the information they use afterwards. The Company shall not be held liable for any misinterpretation of the data provided in the Solution, in the event of erroneous information, omissions, inaccuracies and/or failures to update such information, whether due to its own fault or to that of the third-party partners supplying the information.

The Company's liability is limited solely to proven direct damages suffered by the Customer as a result of using the Services and the Solution.

With the exception of bodily injury, death and gross negligence, and subject to having made a claim by registered letter with acknowledgement of receipt, within a period of one month following the occurrence of the damage, the Company's liability shall not exceed the limit of its professional liability insurance.

14 - Force majeure

The Company shall not be liable for any failure or delay in the performance of its contractual obligations due to *force majeure* occurring during the term of its relationship with the Client as defined in article 1218 of the French Civil Code.

If the Company is prevented from fulfilling its obligations due to *force majeure*, it must inform the Client by registered letter with acknowledgement of receipt. Obligations will be suspended on receipt of the letter and must be resumed within a reasonable time once the *force majeure* has ceased.

The Company nevertheless remains bound by the performance of obligations not affected by *force majeure*.

15 - End of Services

The Customer shall cease to use the Instance once the Services have ended. The Customer can keep all its data and continue to use it with other tools, including the Community Edition of CISO Assistant.

16 - Sanctions in the event of breach

The following are material obligations to the Customer (the "**Material Obligations**"):

- payment of the price,
- to comply with usual rules of politeness and courtesy in dealings with the Company,
- not to engage in any illegal or fraudulent activities or activities that infringe on the rights or safety of third parties, undermine public order or violate applicable laws and regulations.

In the event of a breach of any of these Material Obligations, the Company may:

- suspend or terminate the Customer's grant of license to use the Solution,
- take any legal action.

These sanctions are without prejudice to any damages that the Company may claim from the Customer.

In the event of a breach of any obligation other than a Material Obligation, the Company will request the Customer by any useful written means to remedy the breach within a maximum period of 15 days. Services will be terminated at the end of this period if the breach is not remedied.

17 - Language

In the event of contradiction or dispute as to the meaning of any term or provision, the English language shall prevail.

18 - Applicable law and jurisdiction

The Terms and Conditions are governed by French law.

In the event of a dispute between the Customer and the Company, and in the absence of an amicable agreement within 2 months of the first notification, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), except in the event of mandatory provisions to the contrary.