

KYOS SECURITY INSIGHTS TERMS AND CONDITIONS

VERSION MARCH 13, 2023

Article 1: General Framework

1.1 - By entering into a **Kyos Security Insights** contract (the "**Contract**") with Kyos, the Customer acknowledges and agrees to the full and unconditional application of these Kyos Security Insights Terms and Conditions and Kyos' Terms and Conditions.

1.2 - The Customer may choose to enter into a Kyos Security Insights contract independently or in addition to a Kyos SLA, Kyos Assist or Kyos Serenity contract.

1.3 - Kyos Security Insights encompasses a number of value-added IT security services: phishing testing, recurring vulnerability management, best practice security review, online security training and OpenEye. Each service is optional and can be contracted independently.

1.4 - The Kyos Security Insights Terms and Conditions as well as the Kyos General Terms and Conditions can also be found on the Kyos website: <https://www.kyos.ch/docs>.

1.5 - Terms not expressly defined in these Kyos Security Insights Terms and Conditions shall have the meanings given to them in Kyos Terms and Conditions.

Article 2: Definitions

Change - Refers to any modification, creation, installation, deletion or major upgrade of a Component.

Component - Any equipment, service, IP address or user that is part of the Customer's information system.

Equipment - Any physical hardware or virtual element that is part of the Customer's information system.

KSI Service(s) - Optional Kyos Security Insights Service(s) that are the subject of the Contract and may be contracted independently or in conjunction with each other as listed below: Phishing Testing, Recurring Vulnerability Management, Security Best Practices Review, Online Security Training and OpenEye.

Major Update - A software update that adds new features or completely restructures the application.

OpenEye - Shared and centralized security event management service.

Phishing tests - Service consisting of sending e-mails to some or all of the Customer's users in order to determine their behavior and thus their level of awareness.

Priority - Defines the priority for handling an Incident based on Kyos' estimate of the impact and urgency according to the following indicative matrix:

URGENCY \ IMPACT	1 USER	MULTIPLE USERS	ALL USERS
Ability to work without impact	Low (P4)	Low (P4)	Medium (P3)
A part of the work is impacted	Low (P4)	Medium (P3)	High (P2)
Inability to work	Medium (P3)	High (P2)	Critical (P1)

Report - An optional document detailing the results of each KSI Service following its implementation.

Vulnerability Scanning - Automatic detection of vulnerabilities from the Internet using specialized software on IP addresses belonging to the Customer.

Article 3: Applicability of the Contract

The Contract and KSI Service(s) apply exclusively to the Components listed in the Contract or related invoices; therefore, Components not expressly mentioned in these documents are excluded from the Contract and KSI Service(s) will not apply to such Components (e.g., no vulnerability scans will be performed on a Customer IP address that is not listed in the above documents).

Article 4: Customer's obligations

4.1 - The Customer agrees to allow Kyos to validate the existing infrastructure, to ensure compliance with Kyos' best practices, and to deploy any services included in Kyos Security Insights on the existing infrastructure.

4.2 - The Customer may instruct Kyos on the desired Changes if they are made by Kyos. If the Changes are done directly by the Customer, the Customer agrees to notify Kyos immediately prior to making any Changes to discuss the impact the Changes may have on the Components and the provision of the KSI Services.

4.3 - The Customer agrees to regularly update and inform Kyos of any changes to its list of email addresses, IP addresses or users; Kyos will not consider any changes to the KSI Services that are not communicated to Kyos.

Article 5: Dates, content, and report of the KSI Services

5.1 - KSI Services are performed in a mutualized and centralized manner for all Customers.

5.2 - The implementation dates and content of the KSI Services are decided and established exclusively by Kyos and may be provided to the Customer upon request.

5.3 - A Report on the results and conclusions of the KSI Service may be provided to the Customer upon request.

Article 6: Phishing tests

The phishing tests are performed by Kyos, in its premises, in an automatic and centralized way on all the e-mail addresses provided by the Customer.

Article 7: Recurrent Vulnerability Management

Vulnerability scans are performed by Kyos, at its facilities, in an automatic and centralized manner on all of the Customer's IP addresses agreed upon at the time of signing the KSI Service Quote.

Article 8: Review of good security practices

The review of the good security practices is carried out annually in a centralized way in the Kyos premises.

Article 9: Online Safety Training

9.1 - A computer security risk awareness platform is made available by Kyos to all Customer users covered by this KSI Service. This is centralized and managed by Kyos. Training campaigns are made available according to a schedule defined by Kyos, which can be provided to the Customer upon request.

9.2 - Kyos manages the content of the online training platform and offers it to the Customer's users. The said platform is operated by a third-party company and Kyos cannot be held responsible for its availability, quality, any damage resulting from its use by the Customer or from the misuse of the training courses by the Customer.

Article 10: OpenEye

10.1 - OpenEye is a cyber-attack monitoring service that generates automatic tickets based on security events generated by the Equipment included in the Contract.

10.2 - Tickets are analyzed by a member of our team of cybersecurity experts within four business hours to determine the urgency and impact of alerts. Tickets are then either closed or treated as incidents with a defined priority.

10.3 - Kyos does not provide any guarantee on the resolution of security incidents.

Article 11: Exclusions from the Contract

Services that are not explicitly included in the Contract are excluded from the Contract. The following, among others, are excluded:

- Interventions on Components not included in the KSI Service(s) (see Article 3 above).
- Change Services, User Support Services, Project Management, and the submission of status updates or results requested by the Customer, other than as provided for in the Contract.
- Services performed by Kyos as a result of the Customer's mishandling of a Component or Service or as a result of the Customer's failure to comply with any of its obligations as set forth in the Kyos General Terms and Conditions and/or the Kyos Security Insights Terms and Conditions.

Article 12: Financial conditions

12.1 - Invoicing is carried out on a monthly or annual basis according to the prices and conditions indicated on the Quote.

12.2 - The initialization fee is invoiced on a one-time basis upon conclusion of the Contract.

12.3 - Reports for each KSI Service are either billed on an annual flat fee basis, billed separately on a cost basis, or deducted from a Privilege Contract.

12.4 - The prices of the services included in the Contract are automatically adjusted at the time of renewal of the Contract according to the evolution of said prices, the Customer's information system, the number of Components, the number of Services and the number of users.

12.5 - Services excluded from the Contract are invoiced separately in accordance with the "Service Rates" sheet in effect on the date the service is performed. The "Service Rates" sheet can be consulted at: <https://www.kyos.ch/docs>.

Article 12: Default

12.1 - In the event of non-compliance with the payment deadline, the Customer is automatically in default.

12.2 - In the event of default, Kyos may immediately discontinue the provision of the KSI Services and require full payment of outstanding invoices before resuming the provision of the KSI Services.

12.3 - In the event of default, interest on arrears of 5% per annum is applied, calculated from a period of 30 working days following the sending of a first reminder.

Article 13: Termination

13.1 - The Parties may terminate the Contract at the end of a contractual year by giving three months' notice. The termination shall be in writing.

13.2 - If the Contract is not terminated by the Parties, it shall be automatically renewed at its expiration for one year.

13.3 - In the event of a formal notice of default as provided for in Article 12 above, Kyos may also terminate the Contract immediately without notice.

Article 14: Application of the general conditions

Subject to the special provisions in these Kyos Security Insights Terms and Conditions, the Kyos General Terms and Conditions shall also apply to the Contract to the extent of any inconsistency between the Kyos Security Insights Terms and Conditions and the Kyos General Terms and Conditions, the Kyos Security Insights Terms and Conditions shall prevail.