General Terms & Conditions

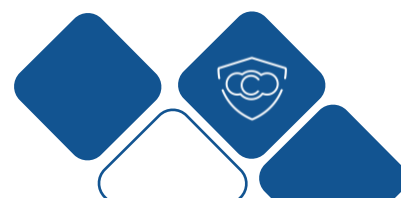Version: 05/03/2024 (reviewed 18/04/2024)

Dear Madam, Dear Sir,

In an effort to simplify the contractual framework, we, Cyclop S.à r.l., hereby present our general terms and conditions for acknowledgement. These general terms and conditions (hereinafter referred to as the "**General Terms**") shall govern all types of services provided by us, including but not limited to consultancy, services, sale of product(s), maintenance, support and managed services. In the absence of a separate written agreement formally executed by all the parties, these General Terms shall supersede and replace any terms and conditions contained in, or referred to in, any purchase order, confirmation or other document issued by the Customer pertaining to the services.

The General Terms may be amended or modified from time to time. The proposed amendments shall be provided to the Customer, and a period of thirty (30) days from the date of notification shall be allowed for review and acceptance. Should the Customer not respond within this period, the amendments will be considered as having been acknowledged and accepted by the Customer.

We will reference these General Terms in subsequent documents for future orders. We are available to provide any additional information should you require further clarification.

Sincerely,

Cyclop S.à r.l **|** 103, route d'Esch **|** L-3230 Bettembourg
cyclop.lu **|** Tel +352 26 27 52 - 1
TVA LU35280004**|** RCS B281547 **|** Autor. Étab. 10155965/0

This document is provided to you by Cyclop S.à.r l., which will be subsequently referred to in these General Terms as "**Cyclop**". Cyclop is a company which specializes in information technology, network & security and managed services, assisting its clients in conducting their daily operations while ensuring compliance with market standards and regulations.

Cyclop, the legal entity in question, is registered and has its principal place of business at 103, route d'Esch L-3230 Bettembourg, Grand Duchy of Luxembourg. All formal documents, including contracts and invoices, will be issued under the name of Cyclop.

The contents of this document are the exclusive property of Cyclop. It is being provided to the intended recipient solely for confidential use. The recipient is strictly prohibited from copying, selling, reproducing, or distributing this document, either in full or in part, to any third party. Such actions are not permitted without Cyclop's explicit prior written consent. Any unauthorized use or disclosure of this document's contents is strictly forbidden.

1.   Definitions and interpretation

"Acceptance": refers to the unilateral expression of the Customer's intention to comply with the provisions outlined in these General Terms of the Offer;

"Advance": refers to any sum of money paid in advance towards the Offer price;

"AML/CFT": refers to the international and European Union laws, regulations and procedures[1] on the prevention of the use of financial system for the purposes of money laundering or terrorist financing;

"Business Day": refers to a normal workday other than a Saturday, Sunday or public holiday in the Grand Duchy of Luxembourg, corresponding with Coefficient 1 for invoicing purposes;

"Commercial Department": refers to the Cyclop personnel responsible for Implementing and managing the Offer in accordance with the Customer's Order;

"Confidential Information": refers to any data or information, regardless of its form or medium, that is communicated to the other Party. This includes, but is not limited to, written or oral information, written documents (whether printed or electronic), plans, specifications, software programs, know-how, systems, prototypes, diagrams, technical results, marketing strategy or technique, all samples, models, and any data exchanged or transmitted between the Parties, whether directly or indirectly;

"Consultant": refers to all Cyclop personnel responsible for installing and managing the Product(s) and/or performing the Service(s) either on the Customer's premises or remotely;

"Customer": refers to the natural or legal person who requests Cyclop Product(s) and/or Service(s) in exchange for payment at an hourly or daily rate as defined in the General Terms, potentially supplemented by Special Terms agreed upon by the Parties;

"Emergency": refers to the urgent nature of the Customer's written request, necessitating a service call by a Consultant within 4 hours of the request and on Business Days;

"Equipment": means the physical hardware used for computing, networking and data processing activities
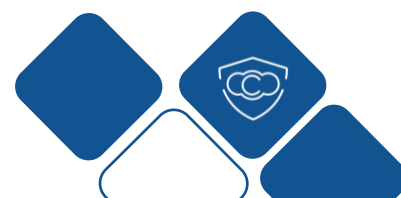
"General Terms": refer to the conditions applicable to all Offers, Orders, deliveries of Product(s) and/or Service(s) provided by Cyclop, as well as to all agreements signed between Cyclop and the Customer, unless explicitly exempted by a written exception formally accepted by Cyclop;

"Liability insurance contract": refers to the contract obtained by Cyclop to cover both contractual and extra-contractual civil liability as a result of damages of any kind caused to third parties due to errors, omissions or negligence on its part, in its capacity as IT service provider within the framework of its activities;

"Managed Services": refers to the Services to be provided by Cyclop to the Customer and where Cyclop and the Customer are bound by a service level agreement stating the performance and quality metrics of their relationship;

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[1] Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU, Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006

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"Offer": refers to the document provided by Cyclop that describes the Product(s) and/or Service(s) requested by the Customer;

"Order": refers to any written request from the Customer relating to the supply of Product(s) and/or Service(s) performed by Cyclop;

"Parties": refers to Cyclop and the Customer;

"Partner":

"Personal Data": refers to any information relating to an identifiable natural person who can be identified, directly or indirectly, in particular with reference to identifiers such as a name, identification number, location data, online identifier, or factors specific to the person's physical, physiological, genetic, mental, economic, cultural or social identity;

"Product(s)": refer(s) to all hardware, software programs or other devices purchased by Cyclop for the Customer, in accordance with the Offer;

"Report(s)": refer(s) to the recommendation(s) or other documents comprising a deliverable provided by Cyclop;

"Service(s)": refer(s) to all consulting and integration services provided by Cyclop in compliance with the Offer;

"Service Providing": refers to the provision of Product(s) and/or Service(s) by one or more Cyclop Consultant(s);

"SLA": refers to the service level agreement;

"Special Terms": refer to the conditions specified in the Offer, applicable within a precise and strictly defined scope. They are not intended to govern the entirety of the contractual or commercial relationship between the Parties, which is by default governed by these General Terms, unless modified by a written amendment signed by the Parties.

2.   Scope of services

Cyclop agrees to provide the Services as outlined in the corresponding service agreement or proposal as accepted by the Customer. These Services encompass a diverse range of offerings, which may include, but are not limited to, the following: cloud hosting services, cybersecurity solutions, connectivity services and consultancy services. The specific technical details of these Services are described and accessible online at the website www.cyclop.lu.

Depending on the selected product, Cyclop may provide dedicated Equipment to the Customer. While the Equipment remains the property of Cyclop, the Customer is granted remote access for its use, including software and hardware components. The Customer is entrusted with the Equipment under the condition that it will not compromise its integrity. It is imperative that the Customer strictly

adheres to the provided usage guidelines, ensures that the Equipment is not misused and assumes full responsibility for any consequences arising from misuse or improper configuration of the Equipment.

3.   Subscription and access procedures

3.1.   Registration process
Customers must register for Cyclop Services by completing the online account creation process available on Cyclop's platform. Upon successful registration, a confirmation email will be sent to the Customer.

3.2.   Customer information accuracy
Customers are responsible for providing accurate contact information, identification, and payment details during the registration process. Cyclop reserves the right to validate and verify the information provided before granting access to the Services.

Cyclop shall not be held responsible for any inaccuracies or delays in the submission of documents, reports, or any other materials required from the Customer. The Customer acknowledges and agrees that it is solely responsible for ensuring the accuracy, completeness, and timely submission of all required documents and materials. Cyclop reserves the right to suspend services if documents are not submitted accurately or within the specified timeframe, without liability to the Customer.

3.3.   Advance payments
Depending on the circumstances, Cyclop may require Customers to provide an Advance or security deposit in accordance with applicable pricing conditions. Any advances or deposits will be applied as specified in the pricing terms and will be managed in compliance with applicable regulations. Please refer to Cyclop's pricing conditions for specific details.
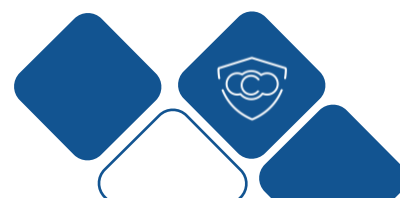
3.4.   Contractual commitment and service terms
Upon conclusion of the contract, the Customer is legally bound by the terms and conditions associated with the selected service package. Following conclusion of the agreement, amendments or cancellations are not permitted, and the Customer must adhere to the obligations outlined within the chosen terms.

When a Customer initiates a subscription or accesses Services via Cyclop's online platform, the Customer accepts to adhere to the General Terms. It is imperative for a Customer to understand that acceptance of these terms is a prerequisite for the utilization of Cyclop Services. Should a Customer not agree to these General Terms, it may not access or use the services provided by Cyclop. Consequently, it is essential for a Customer to carefully review the General Terms to ensure it agrees with them prior to using Cyclop's Services.

4.   Use of the Services

4.1   Content compliance responsibility

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Customers are obligated to comply with all applicable national and international laws. This includes the prohibition of disseminating any content that is illegal or could be deemed harmful. Customers are responsible for taking measures to protect against viruses and to prevent the disruption of third-party systems. Cyclop maintains the authority to take necessary actions to uphold the integrity of its service. This includes the right to suspend or terminate the provision of services to any customer who is found to be in violation of these obligations. Furthermore, Cyclop has the discretion to remove any content that is identified as illicit without prior notice to the Customer.

4.2 Prohibited activities
Access to Services is personal and non-transferable, contingent upon compliance with contract terms. Any usage contrary to these terms, especially with the intent to commit offenses, is strictly prohibited.

4.3 Co-management disclaimer
For Customers or Partners initiating a change request and/or opting for a co-managed solution or managed services, Cyclop disclaims all responsibility for issues, disruptions, or failures in the solution's performance. This includes instances of downtime, breakages, or any related challenges. By opting for co-management, Customers acknowledge and accept that Cyclop is entirely exempt from liability for any adverse impact on the solution's functionality, availability, or integrity as well as any resulting consequences. Consequently, Customers are solely responsible for addressing and resolving any issues that may arise.

4.4 License usage reporting
As part of Cyclop's Services, Customers must submit usage reports, detailing their Microsoft Windows license utilization, a process integral to compliance with Microsoft regulations. Customers are exclusively accountable for the accurate and timely reporting their monthly Microsoft licenses usage. In the event of a Microsoft audit revealing any disparities between reported and actual usage, resulting penalties will be solely borne by the Customers.
Cyclop disclaims any responsibility for inaccuracies or discrepancies in Customers' license usage reports. Any penalties incurred due to reporting inaccuracies are the exclusive responsibility of the Customer.

4.5 Port 25 configuration
According to Cyclop's standard security policy, Port 25 is kept close to safeguard our network and services. However, we offer the option to open Port 25 upon specific Customer requests, provided that such requests comply with our security and usage guidelines. To initiate a Port 25 opening request, please contact our support team. Cyclop will review your request and, if approved, assist you in configuring Port 25 to meet your specific needs while ensuring adherence to our security protocols and terms of service.

4.6 Equipment ownership and liability
Cyclop retains full ownership of any equipment installed at the Customer's premises. The Customer is responsible for ensuring the proper care, and security of this equipment. In the event of damage, loss, or theft of the equipment, the Customer agrees to reimburse Cyclop for the full replacement or repair costs. The Customer is also responsible for any associated expenses incurred by Cyclop. It is the Customer's obligation to maintain insurance coverage for the equipment. This clause remains valid for the duration of the equipment installation and survives the termination of the agreement.

4.7 Gratuitous services disclaimer
Cyclop may offer certain Services free of charge to its Customers and users. It is important to note that these gratuitous Services are provided on a "best effort" basis, and Cyclop makes no warranties or representations regarding their availability, performance, or continued provision. At the conclusion of any free trial period, unless upgraded to a paid service or under exceptional promotional actions, all data associated with the trial will be automatically deleted. Therefore, users are advised to ensure they backup any data they wish to retain or consider upgrading to a paid service to avoid data loss. Cyclop reserves the right to modify, suspend, or terminate any gratuitous Services at its sole discretion, without prior notice. Users acknowledge and accept that they utilise these free Services at their own risk and discretion, with no obligation on Cyclop to maintain or support them.

4.8 Service management
Customers are hereby informed that any service, including but not limited to virtual machines (VMs), that remains inactive or powered off will continue to accrue charges as long as it persists within Cyclop's infrastructure. Customers are reminded of their responsibility to actively manage their services to avoid incurring unnecessary charges.

5. Managed Services

Cyclop provides Managed Services designed to assist Customers in the setup, configuration, and maintenance of their IT infrastructure. However, certain limitations and conditions apply to ensure efficient service delivery and Customer satisfaction. Customers are encouraged to refer to Annex 1 for detailed limitations and conditions regarding Managed Services.

5.1 Initial setup
Before Cyclop's intervention for the initial setup, including rules setup, security policy configuration, or high availability (HA) setup, Customers must ensure that all relevant requirements and prerequisites are fulfilled as per Cyclop's guidelines.

5.2 Changes and interventions
Cyclop's intervention for changes or modifications includes tasks such as user configuration, rights management, patching operations, setup/rules/policy changes, standard maintenance, route deletion/addition, traffic prioritization, or similar requests. These interventions are limited to tasks that can be completed within 30 minutes. Extended services beyond this scope are available on request and may entail additional charges.

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6. Compliance

6.1 Export and import regulations

Invoicing and export: The delivery of our Products or Services is subject to obtaining all necessary export and/or import permissions from the country of origin to the Customer's location. Customers are expressly prohibited from contravening any licensing requirements or applicable import/export laws. In particular, Customers may not procure our products or services with the intention of violating any regulations or restrictions imposed by the Grand Duchy of Luxembourg or the European Union. By using our Services, Customers represent that they are not located in, controlled by, or a national of any country subject to such sanctions or restrictions.

6.2 Anti-Corruption compliance

The Parties commit to strict adherence to all relevant anti-corruption, anti-bribery, AML/CFT statutes and rules during the entire engagement and thereafter. Each Party shall take all reasonable precautions to ensure that its representatives, agents, or affiliates comply with these legal requirements. No Party shall engage in, nor permit, activities that would violate anti-bribery laws and regulations, especially concerning unauthorized payments or benefits to government officials or their relatives. Furthermore, neither Party shall offer nor accept any unauthorized benefits in connection with the engagement. In the event that either Party becomes aware of any illicit activities related to the engagement, it is incumbent upon that Party to promptly notify the other Party. This obligation reflects our mutual commitment to integrity and the rule of law.

7. Invoicing and payment

All amounts due by Customers under the contract will be billed on a monthly basis. Invoices will be transmitted to Customers electronically (via email). Each invoice will also be accessible on our online platform, except in the event of service termination. Should a Customer request a paper-format invoice, such invoices are available, but each paper invoice will incur a fee of 10 € exclusive of taxes.

7.1 Payment methods

Cyclop offers a variety of payment options for its Services, including but not limited to bank transfers, credit card payments, and direct payments via our platform. Payments are due within 30 days from the date of the invoice, unless a different term is specified. For those opting for bank transfers, please use the banking details provided. It is important to note that bank transfers may require up to one week to process. During this time, any Services requiring payment in advance will be processed accordingly.

7.2 Advance payments

Under certain conditions, Cyclop may require advance payments as outlined in the Service terms or Order. Details regarding advance payment terms will be clearly communicated to Customers.

7.3 Late payment

If a payment is not received within the designated period, a late fee of 3% of the monthly service fee shall apply. Moreover, should a payment not be received within 5 days following the due date specified in the invoice, Cyclop reserves the right to either suspend or terminate the provision of Services. This measure shall be taken without prejudice to any other rights or remedies available to us under this agreement or as allowed by applicable law.

The reactivation of services after suspension or termination shall be at the sole discretion of Cyclop and may necessitate the full settlement of all outstanding amounts, in addition to a reactivation fee of 150 € (VAT excluded).

8. Confidentiality

The Parties agree to maintain the confidentiality of all Confidential Information obtained during the provision of the Services.

9. Data protection and privacy

Cyclop is committed to implementing appropriate measures to protect the Customer's data, ensuring compliance with applicable data protection laws and regulations.

9.1 Data Security

- Data encryption: We implement robust data encryption mechanisms at the infrastructure level to protect data during storage and transmission.
- Continuous monitoring: Our security team conducts continuous monitoring to detect and respond to potential security threats promptly.
- Strict security policies: We enforce strict security policies and access controls to ensure that only authorized personnel have access to sensitive data.
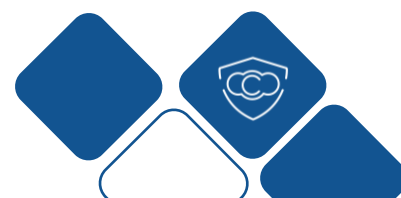
9.2 Hosting Location

Cyclop guarantees that all its IT infrastructure and data centers used for providing services are exclusively located within the territory of the Grand Duchy of Luxembourg. This commitment ensures that data sovereignty and jurisdictional compliance requirements are met, offering our clients the assurance that their data remains within Luxembourg's borders.

9.3 Integrity and Transparency

Cyclop is dedicated to maintaining the highest levels of integrity in its operations. Cyclop is committed to provide full transparency to its Customers regarding data security practices and hosting location.

9.4 Scanning policy

Cyclop reserves the right to perform scans on resources belonging to Customers, from external networks for the purpose of detecting cybersecurity vulnerabilities and actively informing Customers of potential security issues. These scans may include but are not limited to, identifying potential security weaknesses, vulnerabilities, or misconfigurations. The primary aim of such scans is to enhance the overall cybersecurity posture of our Customers'

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systems and infrastructure and to proactively prevent security problems by notifying Customers of any identified issues. By engaging with our Services, Customers acknowledge and consent to these scanning activities and understand that they will be actively informed of any vulnerabilities that are discovered.

10.   Limitation of liability

10.1   Limitation of liability
Cyclop commits to fulfilling its contractual obligations in compliance with applicable regulatory standards. Nevertheless, Cyclop shall not be held liable for any failures or unsatisfactory performance resulting from actions not compliant with provided instructions, unforeseen actions by third parties related to the contract, or events classified as force majeure as detailed in article 10.3. In any case, Cyclop's liability shall be limited to an amount not exceeding the total payments received during the six months prior to the claim. It is understood that nothing in these General Terms purports to exclude or limit liability which cannot be excluded or limited under applicable rules and law.

10.2   Customer responsibility
As a hosting entity, the Customer bears responsibility for its contractual obligations under the relevant statutes. The Customer must ensure the appropriate use of the Services and agrees to indemnify Cyclop against any third-party claims or actions that result from its actions or misuse of the Services. The Customer remains fully responsible for any aspect of those claims and actions. The Customer is liable for any harm, direct or indirect, inflicted upon Cyclop due to their actions, including those of associated individuals using their credentials.

10.3   Force majeure events
Neither Party will be considered at fault or held liable for any delay or failure in performance resulting from events classified as force majeure or incidents that are recognized as fortuitous by the prevailing legal standards.

11.   Suspension and termination

Termination of the agreement will result in the discontinuation of all Services provided under the agreement. Terminating one Service will not impact the rights and obligations pertaining to other subscribed Services.

11.1   Suspension and Termination Rights by Cyclop
Cyclop reserves the right to suspend services under the following circumstances:
-    Serious or repeated breach by the Customer of its legal or contractual obligations as outlined in this agreement.
-    Requests from competent judicial and/or administrative authorities.
-    Non-payment or delayed payment of an invoice within 30 days from the invoice issuance date.
-    Failure to update an incomplete profile or documentation as requested within 30 days of notification.

Upon Service suspension, Cyclop will issue a formal notice to the Customer. If no response is received within 30 days, Cyclop retains the right to terminate the contract electronically, as well as deleting any content or data belonging to the Customer.

11.2   Customer Cancellation Prior to Service Start Date
Should the Customer cancel or modify the agreement before the actual Service commencement, applicable charges may be incurred, including but not limited to, non-recurring fees and charges relating to a minimum billing period.

12.   Service Level Agreement (SLA) reference

For any issues or claims for indemnities resulting from service disruptions or failures, the Customer shall refer to the SLA. The terms, conditions, and remedies specified within the SLA shall govern the resolution process and any potential compensation or remedies available to the Customer. In the event of discrepancies between the SLA and these General Terms, the provisions of the SLA will prevail.
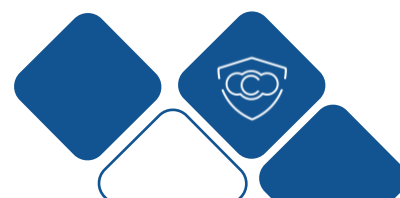
13.   Intellectual property

All intellectual property rights in the Services provided by Cyclop shall remain the exclusive property of Cyclop unless explicitly agreed otherwise in writing.

All content, including but not limited to the website and any associated materials, produced by Cyclop is protected by copyright law. This includes text, graphics, logos, images, audio clips, digital downloads, and any other content available on our platform. Unauthorized reproduction, distribution, or transmission of any part of these materials in any manner or by any means is strictly prohibited without the prior written consent of Cyclop.

14.   Governing Law and Dispute Resolution

The General Terms are governed by and construed in accordance with the laws and regulations of the Grand Duchy of Luxembourg.

Should any disputes arise between the parties concerning the interpretation or execution of the General Terms, the parties shall endeavor to settle the matter amicably. In the event that a dispute relating to the existence, validity, interpretation, execution, or termination of the General Terms, or of the Offer, or any of its provisions, persists without resolution amicably by the parties for a period exceeding six months, such dispute shall be submitted to the competent courts of the district of Luxembourg for resolution.

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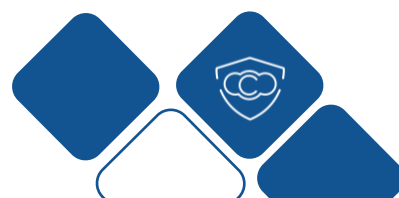
15.   Amendments

The General Terms shall come into effect once the Customer has returned the Offer duly approved and signed. Unless otherwise specified, the General Terms apply for an indefinite duration and shall terminate upon the fulfilment of all obligations outlined in the Offer.

Cyclop reserves the right to modify these General Terms at any time. Such amendments may be communicated by updating the General Terms on the Cyclop website or by providing direct written notice to the Customer.

16.   Complaints

Any complaint must be submitted to Cyclop by registered letter with acknowledgement of receipt. Please send your complaint to the following address: 103, route d'Esch L-3235 Bettembourg – LUXEMBOURG. This submission must occur within fifteen (15) days of the invoice date.

In the complaint letter, the Customer must indicate the Offer number and, if applicable, attach all relevant supporting documents in order to facilitate the complaint resolution process.

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Annex

Service type	Managed Service	Definitions
IaaS	Initial setup + 1 change per month	IaaS: infrastructure as a service
PaaS-Kubernetes	Initial setup + 1 change per month	PaaS: platform as a service Kubernetes: workload and container management
DBaaS	Coming soon	DBaaS: database as a service
DDoS	Initial setup + 1 reporting per quarter	DDoS: protection against distributed denial of service
FWaaS	Initial rules setup + 1 change per year	FWaaS: firewall as a service
BaaS	Initial setup + proactive monitoring	BaaS: backup as a service
DRaaS	Initial setup + 1 change per year	DRaaS: disaster recovery as a service
S3	Initial setup + proactive monitoring	S3: simple storage service standard
EDR	Initial setup by training + 1 reporting per quarter	EDR: endpoint detection and response
SD-WAN	Initial rules setup + 1 change per year	SD-WAN: software defined wide area network
NaaS-WiFi	Initial security policy + 1 change per month	NaaS WiFi: network as a service for wireless fidelity
NaaS-LAN	Initial security policy + 1 change per month	NaaS LAN: network as a service for local area network
VPN	Initial setup + 1 change per year	VPN: virtual private network
L2 Fast Lane	Initial setup + proactive monitoring	L2 Fast Lane: dedicated Layer 2 interconnection for accessing cloud without internet exposure

Limitations
Initial setup / initial rules setup / initial security policy / HA initial setup: Customer **requirements must be completed** before Cyclop intervention. Change: intervention includes user configuration, rights administration, patching operation, setup/rules/policy modification, standard maintenance, route deletion/addition, traffic prioritization or **similar request which does not exceed 30 minutes** (extended service available on request with extra charge).

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