

SAAS AGREEMENT RESPONSIBILITY MATRIX

The following matrix underlines the shared responsibilities between the Customer and Cleafy for the SaaS service. For a more comprehensive description of all activities and efforts to secure information and service, please refer to Cleafy's Data Processing and Security Agreement (DPSA) contractual annex.

Area of Responsibility	Cleafy	Customer
Security standards and certifications	<ul style="list-style-type: none"> Maintain a written security program that includes policies, procedures, and controls aligned to ISO/IEC 27001 Enforce controls to comply with industry standards 	<ul style="list-style-type: none"> Leveraging the Cleafy service to comply with Customer's regulations (es. NIS Directive)
Security By Design and SSLDC	<ul style="list-style-type: none"> Promote the secure design, configuration and implementation of Cleafy infrastructure, platform, and applications Provide technical documentation that rules the custom code development and third-party integrations Support all integration activities, to ensure that all installations and integrations are fully certified and operational. This will help to guarantee a seamless and efficient integration process 	<ul style="list-style-type: none"> Promote the secure design and implementation of any custom code developed through the platform (<i>i.e., rules Webhook, Agent Script, configurations</i>) and any third-party integrations (<i>i.e., Customer Load balancer, APIs, and extensions</i>) Develop any custom code according to Cleafy manual and technical documentation
Vulnerability Management	<ul style="list-style-type: none"> A proactive effort from Cleafy to promptly identify and mitigate the product and Cloud infrastructure potential vulnerabilities Periodically run code scans and pen tests. Also performing third-party security assessments and audits 	<ul style="list-style-type: none"> Where required by Customer security posture or regulations, conduct security assessment and audit activities on the SaaS service
Network Security	<ul style="list-style-type: none"> Manage outbound and inbound firewall and Web Application Firewall rules Enforce a total data isolation per tenant 	<ul style="list-style-type: none"> Restrict application-level access by implementing an IP allow-listing thus reducing the available attack surface
Authentication and authorization	<ul style="list-style-type: none"> Provides a set of security authentication methods that can meet the customers needs Enforce two-factor authentication (2FA) at both infrastructural and application level 	<ul style="list-style-type: none"> Assign to Cleafy's web Console users proper roles and permissions along with robust user lifecycle processes Choose and adopt strong authentication and authorization mechanisms among those supported by Cleafy
End-user devices security		<ul style="list-style-type: none"> Ensure the security and integrity of devices used to access Cleafy's web Console service (<i>i.e., antimalware, security policy, device monitoring</i>)
Service Monitoring and Incident Management	<ul style="list-style-type: none"> Ensure continuous monitoring and incident responses on Cleafy assets and coordinate with customers for an effective incident response 	<ul style="list-style-type: none"> Ensure continuous monitoring and coordinate with Cleafy for an effective incident response Consume and analyze audit logs in a timely manner Ensure that all integration components are properly maintained, monitored and managed

Data Privacy	<ul style="list-style-type: none"> • Processing Customer Data in accordance with the instructions given by the Customer under art. 28 GDPR • Process Customer Data according to the DPSA document 	<ul style="list-style-type: none"> • Appoint Cleafy as Data Processor by providing it with specific instructions in relation to the processing of personal data in accordance with art. 28 GDPR • Identify personal data and information to be necessarily provided to Cleafy in order to allow the proper functioning of the SaaS service
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	Cleafy	Customer
Contractual Requirements	<ul style="list-style-type: none"> • Provide and make the Subscription Service available to the Customer in accordance with the Agreement and the applicable laws 	<ul style="list-style-type: none"> • Use the Subscription Service for the time period indicated in the Order Form and solely for its internal business purposes and in accordance with the Agreement and Documentation and instructions provided by Cleafy
	<ul style="list-style-type: none"> • Provide access to the Customer to the Sandbox (if indicated in the Order Form) 	<ul style="list-style-type: none"> • Access and use the Sandbox solely for the purposes indicated in art. 3.1.3. of the Agreement
	<ul style="list-style-type: none"> • Grant access to Subscription Service/Sandbox also to Customers' Affiliates 	<ul style="list-style-type: none"> • Make sure that any Customer's Affiliate that access and use the Subscription Service/Sandbox complies with the terms of the Agreement
	<ul style="list-style-type: none"> • Provide Support to the Customer in relation to the Subscription Service in accordance with SLIPMA and CSSA 	<ul style="list-style-type: none"> • Ask Cleafy for Support in accordance with SLIPMA and CSSA
	<ul style="list-style-type: none"> • Perform Professional Services in accordance with the SOW 	<ul style="list-style-type: none"> • Ask Cleafy for Professional Service in accordance with the SOW
	<ul style="list-style-type: none"> • Keep the Confidential Information exchanged during the Agreement strictly confidential and not use it except to the extent necessary to exercise rights or fulfil obligations under the Agreement 	<ul style="list-style-type: none"> • Keep the Confidential Information exchanged during the Agreement strictly confidential and not use it except to the extent necessary to exercise rights or fulfil obligations under the Agreement
	<ul style="list-style-type: none"> • Post any change of the Agreement and/or Related Agreements on the Customer portal and Cleafy's public website or notify the Customer via e-mail in case of substantial change described in Art. 13.1. 	<ul style="list-style-type: none"> • Stay up-to-date on the last version of Cleafy's SaaS Agreement and related Legal Annexes applicable to the Subscription Service purchased from Cleafy
		<ul style="list-style-type: none"> • Define a technical fall-back strategy in order to guarantee that any possible failure, malfunctioning and/or unavailability of the Subscription Service would not lead to the disruption of the payment services of the Customer
	<ul style="list-style-type: none"> • Notify the Customer in relation to any discontinuation of service in accordance with art. 13.2 	<ul style="list-style-type: none"> • Notify Cleafy in writing no later than 60 (sixty) days before the expiry date if it intends to renew the Agreement