

Information: Ce document est disponible en français et en anglais. Vous trouverez la version française à la page 51.

GENERAL TERMS OF SERVICES

Version of 07/04/2026

These General Terms of Services (hereinafter the "General Terms of Services") are entered into between, on the one hand, the Scaleway entity, namely the entity as defined in Article 23 of these terms (hereinafter referred to as "Scaleway") and, on the other hand, any natural or legal person holding the Contract subscribing to the Services offered by Scaleway as of April 7, 2026 (hereinafter referred to as the "Client").

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ARTICLE 1. DEFINITIONS

In the Contract, the following words or expressions shall have the meaning ascribed to them below:

- **2FA** : means the feature enabling the Client to securely access its Account Management Console by using two separate authentication factors.
- **Account Management Console**: means the online interface made available to the Client after the creation of its Scaleway Client Account, so that the Client can subscribe to Services and perform operations to manage said Services autonomously. The Client acknowledges that certain functions specific to certain Services are not directly available via the Account Management Console but via the other subscription methods referred to in article 4.1.2 of these General Terms of Service. Access to the Account Management Console first requires the Client to log in using its Credentials.
- **Affiliate**: means any legal entity that one of the Parties controls, that controls one of the Parties or with which one of the Parties is under common control of a third entity. "Control" has the meaning of Article L233-3 of the French Commercial Code, and may be direct or indirect.
- **API**: means an Application Programming Interface
- **Blocking Regulations**: means (i) Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom, (ii) Articles 225-1 and 225-2 of the French Criminal Code (including the guidelines provided by the French Treasury (DGT) in its FAQs dated 15 June 2016 in response to question 64), and/or (iii) any similar foreign blocking regulations aimed at protecting against the effects of foreign legislation, to the extent such measures are applicable.
- **Client Account**: means the Scaleway account enabling the Client to provide and keep up to date its personal details, to subscribe to the various Scaleway Services via the Account Management Console, to create one or more Organizations and to manage the billing for the Services (modify or add new payment methods). Where applicable, the creation of a Client Account automatically leads to the creation of an Organization.
- **Confidential Information**: means any information (including any Content processed in connection with the use of the Services) regardless of its medium or nature, disclosed by one Party to the other Party under the Contract, which is identified as confidential by means of a specific marking or where the context and/or content reasonably suggests that it is confidential and/or the disclosure of which would cause prejudice to said Party, particularly of a financial, strategic, or reputational nature.
- **Content**: mean all data (including input and output data within the scope of Scaleway AI Services), information, images, audio, videos, objects, files, tools, Environment and all other items that are saved, hosted, stored, operated, used, disclosed or distributed by the Client via the Services.
- **Contract**: means all the Contractual Documents that are enforceable against the Parties.
- **Credentials**: means the identifiers that enable the Client to access its Client Account and its Account Management Console, which are made up of the email address provided by the Client at the time of registration and the password chosen by the Client.
- **Documentation**: means all information, media and documents (description of the Services, tutorials, API documentation, change logs, FAQs, policies, security and data protection documentation, etc.) made available by Scaleway, notably via Scaleway's

Website, to document and describe the Services and their characteristics, features, configurations, service levels, options, ranges, functionalities, use cases, as well as their rules of use, and to define the respective scopes of liabilities of the Parties in the context of their use.

- **Environment:** means all resources, configurations, applications, software (including all software packages and firmware), licenses, programs, and information systems deployed, used, and/or managed by the Client depending on the Services subscribed to, on the Scaleway Infrastructure provided under the Services.
- **Force Majeure Event :** means an unforeseeable and insurmountable event preventing one of the Parties from performing its contractual obligations within the meaning of Article 1218 of the French Civil Code and/or as interpreted as such by the case law of the French courts and, in particular, the following events: exceptional adverse weather conditions and natural disasters, attacks, epidemics, pandemics, states of emergency for health reasons, action or inaction by a public authority (including changes to all regulations that are applicable to the Services), Sanctions Events, failures or restrictions concerning a means of telecommunication managed by an operator to which the network is connected or by a supplier, access restriction by a property owner or manager, unrest, uprisings, insurrections, riots, wars, whether declared or not, acts of a similar nature, strikes, sabotage, theft, acts of vandalism, computer hacking due to a “zero-day” vulnerability, explosions, fires, lightning and other natural disasters, third-party operator failures and third-party actions.
- **International Sanctions Event:** means either (i) the designation of one of the Parties as a Sanctioned Person and/or (ii) the adoption of any Sanctions Laws and Regulations that would render the performance of the Contract inconsistent with or expose a Party to a breach of Sanctions Laws and Regulations or material consequences or other restrictions (including secondary sanctions) enacted, administered or enforced by Sanctions Authorities unless compliance with Sanctions Laws and Regulations contravenes applicable Blocking Regulations.
- **Organization:** means, where applicable, one or more projects created by the Client within its Client Account via the Account Management Console and for which the Client can subscribe to Services and allocate personalized access rights to Users.
- **Party(ies) :** means individually the Client or Scaleway and collectively the Client and Scaleway.
- **Personal Data:** means any information relating to an identified or identifiable natural person (or, where the Client is a legal entity, its representative(s)) (hereinafter the "Data Subject"), in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person, which may be communicated or made available in connection with the conclusion and performance of the Contract.
- **Personal Data Processing Agreement:** means a Contractual Document governing the conditions under which Scaleway acts as a processor for the Client and undertakes to carry out Personal Data processing operations on its behalf within the scope of the Services.
- **Sanctions Authorities:** means any of the following: (i) the United States of America; (ii) the European Union; (iii) any present or future member state of the European Union; (iv) the United Kingdom; (v) the respective institutions and agencies of any of the foregoing,

including but not limited to, the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the US Department of Commerce's Bureau of Industry and Security ("BIS"), the US Department of State, the European Commission and the Council of the European Union, the UK Office of Financial Sanctions Implementation ("OFSI") and Her Majesty's Treasury ("HMT"), the French Directorate General of the Treasury ("DGT") and the Service des biens à double usage ("SBDU").

- **Sanctions Laws and Regulations:** means any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures enacted, administered or enforced by any Sanctions Authority from time to time in each case, to the extent such measures are applicable.
- **Sanctioned Person:** means, as the case may be, (i) any person subject to or becoming subject to asset-freezing measures imposed by any Sanctions Authority and/or (ii) any person owned or controlled, directly or indirectly (as such terms are defined in accordance with applicable Sanctions Laws and Regulations), by one or more persons described in (i) above.
- **Savings Plan:** means a subscription plan under which the Client commits to a minimum period of use and a defined monthly amount of consumption, for one or more specific categories of Services, in return for a commercial discount on the public prices applicable to the said monthly amount to which the Client has committed during the said minimum period of use.
- **Scaleway's Website:** means the website made available by Scaleway at www.scaleway.com and all versions derived therefrom.
- **Security Assurance Plan** (or "SAP"): means a Contractual Document provided by Scaleway on the Scaleway Website, describing all documented measures, procedures, and controls implemented by Scaleway to ensure the security of the Services provided to the Client. It specifically details security policies, technical standards, incident management practices, periodic audits and controls, as well as Scaleway's commitment
- **Service:** means any service that is provided under the Contract by Scaleway and that may be described in the Documentation and the applicable Specific Conditions.
- **Service Level Agreement** (or "SLA"): means a Contractual Document provided by Scaleway on the Scaleway Website and specific to a provided Service, describing the service level objectives that Scaleway undertakes to achieve as well as their applicability rules.
- **Specific Conditions:** means a Contractual Document issued by Scaleway that is specific to a Service and which defines the conditions of provision and use that are applicable to said Service.
- **Technical and Organizational Measures** (or "TOMs"): means a Contractual Document provided by Scaleway on the Scaleway Website, describing all procedures, mechanisms, methods, and controls implemented by Scaleway to protect Client data against any security breach related to the Services that could lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, said data.
- **Technical Support:** means Scaleway support teams assisting the Client in using the Services, and more particularly in the event of a Technical Incident affecting said Services. Different levels of Technical Support are offered to the Client, depending on the support plan subscribed to by the Client.
- **Technical Incident:** means any technical event that is falling within Scaleway's scope of intervention and which is leading to the malfunction or interruption of the Services.

Technical Incidents however expressly exclude cases of suspension of Services within the meaning of article 11 of these General Terms of Services, Force Majeure Events and maintenance periods.

- **Third Party Solution:** means any product, service or solution (such as software, application, API, firmware, operating system, etc.) developed by a provider other than Scaleway and made available to the Client as part of the Services.
- **User:** means any person who subscribes to, accesses and/or uses the Services under the Client's responsibility.

Unless the context clearly implies otherwise, words that are written in the singular include the plural and vice versa, reference to one gender includes the other genders, reference to a natural person includes legal persons, associations, etc. and vice versa, and the parent terms have the corresponding meanings.

The titles of the articles in the Contract are provided solely for ease of review and must not in any way affect how the provisions of the Contract are construed.

ARTICLE 2. PURPOSE

These General Terms of Service set forth the respective rights and obligations of Scaleway and the Client regarding the use of the Services.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The Services are provided by Scaleway in accordance with the provisions of the following documents, including any appendices and amendments thereto (the "Contractual Documents"), which are listed in order of precedence:

1. Data Processing Agreement (DPA);
2. The Special Conditions applicable to the Services subscribed to by the Client;
3. The Appendices to the General Terms of Service:
 - a. Appendix 1: Special Conditions applicable to Consumers;
 - b. Appendix 2: Special Conditions applicable to Cockpit Services;
 - c. Appendix 3: Special Conditions applicable to Beta Services;
4. SLAs (Service Level Agreements) applicable to the Services subscribed to by the Client;
5. Security Assurance Plan;
6. Technical and Organizational Measures;
7. General Terms of Service.

All of these Contractual Documents make up the entirety of the Contract. In subscribing to the Service(s), the Client acknowledges having received all the information needed to reach a decision to enter into the Contract and that it was in a position to assess said information, and declares that the Service(s) subscribed meet(s) the Client's requirements. The Contract takes precedence over all the Client's other documents (in particular, general and/or specific terms of purchase, purchase orders, etc.). It terminates and supersedes all prior agreements with the same purpose.

These General Terms of Services are applicable to all Services to which the Client subscribes and that are provided by Scaleway. Specific provisions applicable to Clients who (i) qualify as 'consumers' within the meaning of the Preliminary Article of the French Consumer Code, or (ii) use the Services free of charge, are set forth in Appendix 1 "Specific Conditions regarding Consumers" and Appendix 3 "Specific Conditions regarding Beta Services".

The aforementioned Contractual Documents may change during the performance of the Contract in accordance with the conditions set out in article 13 hereof, which the Client expressly acknowledges and accepts.

ARTICLE 4. SERVICE SUBSCRIPTION CONDITIONS

4.1 Creation of a Client Account and subscription to the Services

4.1.1 Creation of a Client Account

To create its Scaleway Client Account, the Client must register on the Scaleway Website. To this end, it must (i) be of legal age under applicable law and have the legal capacity required to enter into the Contract and subscribe to the Services, (ii) hold a valid email address which it will be asked to confirm, (iii) provide all required information, and (iv) accept these General Terms of Service as well as the Personal Data Processing Agreement.

The information provided by the Client at this time is self-declared and provided under its sole responsibility. For professional customers and/or legal entities, the Client undertakes that the Client Account holder shall be the Client's legal representative or any duly authorized natural person.

The Client is expressly informed that Scaleway implements a feature aimed at automatically completing and/or verifying the consistency of the information to be entered by the Client within its Client Account. Scaleway reserves the right to correct any address identified as incorrect to ensure data consistency and/or, in any event, to ensure that the data entered complies with the accuracy principle provided for by the GDPR.

The Client nevertheless remains fully responsible for the truthfulness, accuracy, and authenticity of the information entered in its Client Account. It undertakes to keep this information up to date and to regularly verify its compliance. Scaleway shall not be held liable for any error or omission resulting from inaccurate or outdated information provided by the Client.

As part of Scaleway's "Know Your Customer" (KYC) identification and anti-fraud policy, the Client acknowledges that, upon reaching a certain volume of Service consumption, Scaleway reserves the right to perform any type of identity verification procedure. In this respect, the Client must provide a copy of a valid identity document of the legal representative holding the Client Account.

The Client undertakes to provide, upon first request, the supporting documents requested by Scaleway, including but not limited to:

- An extract from the Trade and Companies Register (extrait Kbis) or the Trades Register (Répertoire des Métiers), or proof of affiliation with a professional body, or any equivalent local official document, dated within the last three (3) months;
- A document on company letterhead, duly signed by its legal representative and bearing the company stamp, attesting to the signatory's authority to bind the company.

4.1.2 Subscription to the Services

Once the Scaleway Client Account is created, the Client has the option to subscribe to the Services. The subscription to the Services will only be finalized after (i) the Client provides all remaining required information, notably a valid payment method, and (ii) the subscription is validated by Scaleway.

Once its registration has been validated by Scaleway, the Client and the Users may subscribe to and manage the Services through the Account Management Console as well as, as the case may be, via:

- The APIs made available by Scaleway;
- The Command Line Interface (CLI);
- The Software Development Kit (SDK);
- The Terraform provider.

The Client acknowledges that certain methods of subscribing to the Services, performed outside of the Account Management Console, do not allow for synchronous validation of the Specific Conditions applicable to the Services at the time of subscription. Consequently, the Client undertakes to review and verify said conditions in advance to ensure their acceptance. Once the subscription is completed, the Client undertakes to validate these conditions in its contract management area within the Account Management Console. In the absence of validation by the Client, and if the latter continues to use the Services, these conditions shall be deemed validated in accordance with the terms set forth in Article 8.1 of these General Terms of Service, which the Client expressly acknowledges.

Any subscription to the Services and validation of the applicable Contractual Documents performed by the Client or by the Users, notably within the framework of any Organization to which the latter may have access via the means described above, are deemed to have been made by the Client and bind the latter to comply with its contractual obligations.

To use the Services, the Client must have an Internet connection throughout the duration of the use of the Services. Scaleway shall not be held liable for any partial or total unavailability of the Services resulting from said Internet connection.

Unless otherwise expressly authorized by Scaleway, the Client is only authorized to use the Services within the scope of the permitted uses as mentioned in the Documentation, with which the Client undertakes to comply.

Scaleway reserves the right to perform a compliance and solvency assessment of the Client when a Service is ordered and to refuse the order.

4.2 Choice of the Services

The Client acknowledges having reviewed and previously verified that the Services it subscribed to correspond to its requirements and having received from Scaleway all the information the Client needed in order to enter into this Contract in an informed manner. The Client acknowledges, in particular, having consulted all the Documentation made available to it by Scaleway, including all the Contractual Documents, which may differ according to the country in which the Services are offered, and all the available documentation, configurations, options and ranges of services. Scaleway cannot be held liable if the Services do not correspond to the Client's requirements.

The Client warrants that it has the capacity and the sufficient and necessary knowledge to enter into the Contract and use the Services.

Subject to any provision to the contrary indicated by Scaleway, the Client is informed that, given their nature, the Services are not intended to be used for sensitive or high-risk activities, including but not limited to:

- Facilities related to nuclear activities;
- Activities classified as being of vital importance;
- Facilities classified for environmental protection;
- Air navigation;
- Personal safety;
- The storage and/or processing of "classified data" within the meaning of Articles R2311-1 et seq. of the French Defense Code.

The Client acknowledges that the Services provided by Scaleway are standardized and industrialized and are not subject to specific developments to meet the Client's specific requirements.

The Client further acknowledges that it is solely responsible for assessing the nature, sensitivity, criticality, and level of confidentiality of its activities, as well as the Environments and other Content operated through the Services. In this respect, it is the Client's exclusive responsibility to ensure (i) the suitability of the Services for its activities, and (ii) that the levels of confidentiality, integrity, and security applicable to the Services comply with its own requirements and constraints, particularly when used for sensitive or high-risk activities.

4.3 Export control and International Sanction Event

4.3.1 Export control

Subject to compliance by the Client with the restrictions on use that are provided for under the Contract or that are applicable to the Client's activities, Scaleway shall ensure that the Services that it provides can be used by the Client within the European Union and in the countries in which its infrastructures that are used for the supply of the Services are located.

The Client undertakes to comply with all the legislation and regulations that are applicable to import and export controls and, in particular, Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, as well as with the US regulations, in particular the EAR (Export Administration

Regulations) and ITAR (International Traffic In Arms Regulations), as the Services sold by SCALEWAY may contain third-party solutions that are subject to regulations in the USA. In this regard, if the Client uses the Services or authorizes third parties to use the Services from a geographical area that is located outside of the country(ies) in which Scaleway's infrastructures are located, it is the Client's responsibility to ensure that such use is not restricted in any way.

The Client warrants to Scaleway that itself, its ultimate beneficial owners, shareholders, officers, directors, and employees, as well as its Affiliates as the case may be, are not subject to any sanctions, prohibitions, or restrictions, notably those established by France, the European Union or its Member States, the United Nations Security Council, the United States, or any other competent governmental authority, and are in no way listed on an international sanctions list, including, without limitation: lists established by the European Union, lists published by the authorities of the United States of America (lists published by OFAC such as the SDN List; lists published by the BIS and more specifically: the BIS Entity List, the Unverified List, the Denied Persons List, the Military End-User List; etc.), the United Nations (UN) lists, the lists published by the French administration, or by any other competent Sanctions Authority. Scaleway reserves the right to refuse subscriptions to the Services made from countries subject to trade restrictions or other sanctions, or by nationals of said countries or sanctioned persons.

The Client warrants that it has obtained any authorization that may be necessary for the export of any item, regardless of its nature, that is subject to export control, prior to any such export. In this regard, the Client shall indemnify and hold Scaleway harmless against all damages arising directly or indirectly from the Client's non-compliance with export control regulations and more generally with the Contract. Scaleway also reserves the right to terminate the Contract and/or all or part of the Services without notice in the event that the Client is blacklisted by a U.S., European, or French administrative authority for the export of the Services.

4.3.2 International Sanctions Event

The Parties shall implement and maintain in effect policies and procedures designed to ensure compliance by the Parties and their respective directors, officers, employees and agents with applicable Sanctions Laws and Regulations.

The Parties declare that they, together with their respective directors, officers, employees and agents, are not at the date of the Contract, Sanctioned Persons or conducting any activity that would expose a Party to a breach of Sanctions Laws and Regulations, or expose a Party to material consequences or other restrictions (including secondary sanctions) enacted, administered or enforced by Sanctions Authorities to the extent it does not breach Blocking Regulations.

In the event, any of the Parties becomes aware of a Sanctions Event against it, such Party shall notify the other Party in writing within thirty (30) days of the occurrence of this Sanctions Event and its impact on the performance of the Contract.

The Parties represent that neither they, nor their respective directors, officers, and employees, are Sanctioned Persons as of the date of the Contract and do not expose either Party to material consequences or other restrictions imposed, administered, or enforced by Sanctions Authorities, to the extent that this does not contravene Blocking Laws and Regulations.

In the event that a Party has legitimate concerns regarding the occurrence of an International Sanctions Event, the affected Party must inform the other Party of such event and its impact on the performance of the Contract. This notification must be made in writing within thirty (30) days.

Any event designating a Party as a Sanctioned Person shall constitute an Event of Force Majeure, allowing a Party to suspend the performance of its obligations without committing a breach or incurring liability.

ARTICLE 5. TERM

The Contract shall enter into force upon creation of the Client Account for an indefinite period. Either Party may terminate the Contract by canceling the Client Account and all associated Services in accordance with the conditions set out in article 12 of these General Terms of Services.

The Client acknowledges that the Services are subscribed to for an indefinite period, with different billing cycles depending on the nature of such Services and/or Client's choice, in accordance with the terms detailed in the applicable Special Conditions

ARTICLE 6. PRICE OF THE SERVICES

The prices of the Services, the complementary and/or optional services, as well as the associated fees, are those stated on the Scaleway Website and the Account Management Console when they are subscribed by the Client. Subject to any specific indication to the contrary by Scaleway or any specific financial conditions applicable as part of a Savings Plan, free trial periods, promotions, discount offers (marketing and promotional) and other commercial benefits that are granted by Scaleway may be combined together for a given Service.

Unless specific pricing applies, the price of the Services includes the acquisition cost of the licenses and rights of use for the tools, software and operating systems used by Scaleway and/or that may be made available to the Client in connection with the Services. It is the Client's responsibility to acquire and pay for all licenses, rights or copyrights that are necessary for the exploitation of the Content that it uses in connection with the Services.

The terms of calculation of the prices of the Services and the work units are defined on the Scaleway Website and, as the case may be, in the applicable Specific Conditions. Each work unit started will be invoiced and due in full. It is the Client's responsibility to familiarize itself with the work unit concerned before placing an order. Certain Services give rise to additional installation, commitment or roll-out fees, which are stated on the Scaleway Website.

Prices are displayed in euros excluding taxes, and exclude all duties, taxes, or levies which remain the sole responsibility of the Client. Scaleway reserves the right to pass on, without delay, any new applicable tax or fee, as well as any rate increase in existing taxes. If the Client is required to withhold or deduct any tax or levy from a payment due to Scaleway, the amount of the payment

shall be increased so that Scaleway receives, after such withholding, the net amount it would have received in the absence of such an obligation. The Client shall pay the withheld amounts to the competent authorities and provide Scaleway with the corresponding supporting documents.

The Client acknowledges that the prices have been set based on the limitations and exclusions of liability, remedies, damages, as well as the warranty exclusions set forth in these General Terms of Services. The Client also acknowledges that all of these limitations and exclusions constitute an essential element of the agreement between the Parties.

The prices appearing on the Scaleway Website may be modified at any time without notice and are immediately applicable to any new Service subscription. The prices applicable to Services currently subscribed to by the Client may be modified by Scaleway at any time and as of right, subject to notifying the Client by email at least one (1) month prior to the price modification taking effect, in accordance with Article 13 hereof. In the absence of termination by the Client of the Services affected by the price modification within the said one (1) month period, the Client is deemed to have accepted the new Service prices.

ARTICLE 7. INVOICING AND PAYMENT

7.1 Invoicing

Unless otherwise provided in the Specific Conditions, the amounts due by the Client under the Contract shall be subject to monthly invoices notified to the Client by email and accessible in electronic format in the Account Management Console. Each invoice is also available for viewing for five (5) years on the Client's Account Management Console, it being specified that in the event of termination of the Contract, for any reason whatsoever, access to said invoices will cease on the effective date of termination. The Services are invoiced based on information recorded by Scaleway's information system, which shall be authoritative and fully binding upon the Client.

Any dispute by the Client regarding an invoice must be notified within a maximum period of one (1) month from the invoice issue date. After this period, the invoice shall be deemed accepted in its principle and amount, and no dispute will be entertained by Scaleway.

7.2 Payment

7.2.1 Means and conditions of payment

Invoices are payable upon receipt and in euros (€) by direct debit or by a bank, debit or credit card that was issued by a banking institution (which excludes the use of all virtual payment or prepaid cards) or any other payment method offered by Scaleway to the Client.

Scaleway may perform a transaction of an amount less than or equal to one euro (€1) when the Client adds a bank card as a new payment method, in order to verify the validity of said card and ensure the Client's creditworthiness. This operation is financially neutral for the Client, as a credit transaction of the same amount is carried out for the benefit of the Client within a maximum period of twenty-four (24) hours following said operation.

If the Client chooses payment by direct debit, the latter must complete the direct debit authorization (SEPA mandate) made available for this purpose in its Account Management Console by Scaleway and undertakes to complete it, accompanied by its bank details (RIB, IBAN, etc.). Furthermore, the Client must have previously provided a valid bank card in its Client Account in order to be eligible for payment of its Services via direct debit.

Where several valid payment methods have been provided by the Client on its Account Management Console, the Client expressly accepts that Scaleway may proceed with the collection of the invoiced and due amounts via any of these payment methods in the event of a payment failure through the payment method initially selected by the Client for the Service concerned.

Early payment of invoices shall not entitle the Client to any discount. Scaleway may, subject to informing the Client, perform payment by set-off of the amounts mutually owed, which the Client expressly accepts.

The expiry or termination of the Contract, for any reason whatsoever, shall make all amounts due to Scaleway by the Client immediately due and payable.

7.2.2 Late payment or failure to pay

In the event of a payment incident, non-payment, late payment or partial payment of an invoice occurring on its due date and not being settled within ten (10) calendar days, Scaleway reserves the right to suspend all or part of the Services without notice.

In addition, any payment incident, non-payment, late payment or partial payment of any sums due under the Contract which is not resolved within a period of twenty (20) calendar days following the due date of the invoice concerned (corresponding to its date of receipt), despite the multiple notifications sent within the Account Management Console and/or by e-mail to the address indicated within the Client Account and requesting the Client to regularize its situation, may result, at Scaleway's sole discretion, in (a) the termination of all or part of the Services (including those for which payment has been made), (b) the deletion of all Content associated with said Services and/or (c) the refusal of any new subscription to Services, without prejudice to the exercise of any other right that Scaleway may have and without the Client being able to claim any form of indemnity.

Scaleway reminds the Client that it bears sole responsibility for safeguarding its Content against any loss, by performing any necessary back-up or reversibility operations before the termination takes effect. All invoices that are not paid in full after its due date shall also automatically, and with no prior service of formal notice, trigger the application of interest on late payments that is equal to three (3) times the French legal interest rate; said rate will be applied to the entirety of the outstanding amounts until payment in full of the principal and interest. This penalty will be combined with a flat-rate indemnity to cover collection costs, of an amount of forty (40) euros per unpaid or partially paid invoice, without prejudice to all the additional collection fees that may be claimed, on the basis of documentary proof.

7.2.3 Security Deposit

Scaleway reserves the right to demand, when the Contract is entered into, or at any time during the performance thereof, the payment of a security deposit of an amount equal to the average consumption of Services by the Client during the last sixty (60) days, in the event of (i) an incomplete file, (ii) a payment incident, refusal or delay, (iii) payment by any means other than the direct debiting of a bank or postal account or bank card, without prejudice to the other means of action at its disposal. The security deposit will not accrue interest.

In the event of failure to pay all or part of any invoice when due, Scaleway may deduct the unpaid amount from the security deposit. The Client must then replenish the security deposit at the latest fifteen (15) days after being requested to do so by Scaleway. In the event that the Client has not replenished the security deposit by the date stipulated by Scaleway, the provision of the Services may be suspended until such time as the security deposit is replenished.

The remaining amount of the security deposit will be returned to the Client upon request within a maximum time-limit of ten (10) days as from the date of effective termination of the Services, subject to complete fulfillment of its obligations by the Client.

ARTICLE 8. OBLIGATIONS OF THE CLIENT

8.1 General Information

The Client is responsible for the proper performance of its contractual and legal obligations and undertakes not to use the Services in a manner or for purposes that are unlawful, improper, or prohibited by the Contract or applicable regulations.

The Client undertakes not to create multiple Client Accounts for the purpose of (i) obtaining promotions, discount offers, and/or other commercial benefits granted by Scaleway upon the creation of a Client Account or (ii) circumventing the limitations and/or quotas of the Services. In the event of a breach of this undertaking, Scaleway reserves the right to suspend the application of said promotions and/or to claim reimbursement of any sum unduly saved or from which the Client has unduly benefited.

The Client undertakes to log in regularly to its Client Account via the Account Management Console in order to (i) keep its personal information up to date (contact details, identification methods, banking information, etc.), (ii) consult the various information that may be communicated to it through this channel (notably reports of abuse perpetrated via the Services), and (iii) validate new Contractual Documents (as well as any updates thereto) applicable within the framework of its use of the Services, as the case may be. In the absence of express validation of said Contractual Documents within four (4) months following their notification date, the Client acknowledges that the latter shall be tacitly validated and fully binding if the Client continues to use the Services concerned.

Furthermore, the Client acknowledges that it is responsible for monitoring and handling abuse reports perpetrated via the Services that are notified to it by Scaleway. Consequently, the Client

shall in no event hold Scaleway liable for consequences resulting from the fact that (i) the Client failed to monitor the abuse notifications transmitted to it, or (ii) the latter failed to intervene within reasonable timeframes to rectify or handle such abuse.

The Client's compliance with the obligations below is essential and is a condition for Scaleway's compliant performance of its own obligations. Consequently, Scaleway shall not be held liable for consequences resulting directly or indirectly from the Client's failure to comply with its obligations.

8.2 Compliance with the legislation in force

The Client undertakes to comply with all laws and regulations in force applicable to its use of the Services, while respecting the rights of third parties and without harming Scaleway's reputation. It also undertakes to implement appropriate procedures, in connection with the use of the Services, to ensure compliance with the legal, regulatory, and contractual requirements applicable to its business.

Pursuant to applicable law, Scaleway is not subject to a general monitoring obligation, nor to a general obligation to seek facts or circumstances indicating illegal activities. Accordingly, failing which Scaleway may immediately suspend the Services and/or terminate said Services and/or the Contract, at its sole discretion and without prejudice to any other rights and remedies available to Scaleway, the Client undertakes to comply with, and to ensure that any person using the Services complies with, the regulations in force and, in particular, the following rules:

- Content circulating and/or made available on electronic communications networks and/or hosted by means of the Services must not contravene applicable national and international laws, regulations, usage charters, or ethical codes, as well as the "Abuse Reporting Policy for Scaleway Services" published on the Scaleway Website. In particular, any Content aimed at inciting crimes or offenses, or inciting hatred, discrimination, or violence, specifically on the grounds of ethnicity, nation, race or religion, gender, sexual orientation or identity, or disability, as well as the glorification of crimes against humanity, the incitement to and/or commission of acts of terrorism and their glorification, or containing child pornography, is strictly prohibited;
- Any Content of a violent nature, inciting terrorism, likely to seriously harm human dignity, or encouraging minors to engage in games that put them in physical danger, or of a pornographic nature, is strictly prohibited, particularly when it is likely to be seen or perceived by a minor;
- The Client undertakes not to infringe upon the rights of third parties, whether through its behavior or the Content it makes available or obtains using the Services, notably through:
 - The dissemination of Content that may constitute defamation, insult, disparagement, or that infringes on privacy, image rights, public decency, or public order, as well as offensive, violent, or hateful remarks;
 - The distribution of tangible or intangible goods protected by intellectual property rights.
- The Client undertakes not to perform or attempt to perform intrusions into third-party computer systems, not to circumvent or attempt to circumvent measures implemented by Scaleway to restrict access to certain Services, not to make abusive or fraudulent use of the Service, particularly of a nature to jeopardize the stability and security of Scaleway's systems or which could lead to a degradation of the performance of Services provided to

other clients, not to host aggressive services such as botnets, not to spread or attempt to spread viruses or any harmful programs, and not to distribute emails under unlawful conditions (e.g., spamming or mail-bombing);

- The Client undertakes not to perform or attempt to perform intrusion operations on Scaleway's Services and other infrastructures (and more specifically on Scaleway's information systems as well as shared Services and/or those provided to other Scaleway clients), except within the framework of penetration tests carried out in accordance with the terms set forth in Article 8.4 below and notified to Scaleway at least thirty (30) days in advance. In this regard, the Client must provide Scaleway, prior to any performance, with all the information necessary for Scaleway concerning said tests (notably their scope, procedures, schedule, and the service providers involved, if any). Scaleway reserves the right to object, for any legitimate reason, to the performance of all or part of the notified penetration tests. In the absence of express objection by Scaleway within a reasonable timeframe following receipt of the full notification, the tests may be performed in accordance with the information provided.
- The Client also undertakes not to engage in any harmful practices, such as but not limited to: cryptocurrency mining, Black Hat SEO, spamming, reverse engineering, use of botnets, DOS or DDOS attacks, etc

8.3 Cooperation

The Client undertakes to cooperate with Scaleway in good faith with a view to the proper performance of the Services and, in particular, to disclose proactively the information in its possession that may be useful for Scaleway (in particular, any malfunctions that are encountered).

The Client undertakes to provide accurate contact details, means of identification and banking information to Scaleway and to keep said information and data up-to-date throughout the term of the Contract. If incomplete, incorrect or misleading information is provided, Scaleway reserves the right, at any time and without delay (i) not to activate a new Service that is subscribed by the Client, (ii) to suspend and/or terminate the Services that are currently being used by the Client and/or (iii) to deactivate the possibility for the Client to subscribe to new Services.

The Client undertakes to use the Services in accordance with the Contract and without endangering Scaleway's services and facilities, or those of Scaleway's other clients. In particular, if the Client plans to launch a specific operation on its Services that could cause a significant increase in its consumption of resources (bandwidth, memory or computing), it is the Client's responsibility to inform Scaleway of this before the start of said operation, with reasonable advance notice, in order to avoid, in particular, said sudden increase in activity being perceived as a security anomaly and triggering a temporary suspension of the Services.

8.4 Security and updates

The Client acknowledges that the security and confidentiality of the Environments and other Content deployed, operated, processed, stored, and/or transmitted in connection with the Services are subject to a sharing of responsibilities between Scaleway and the Client.

To this end, Scaleway makes available to the Client, in its Documentation applicable to the Services, shared responsibility models ("Shared Responsibility Model" or "SRM") specifying the respective roles, scopes of intervention, and responsibilities of Scaleway and the Client. The Client acknowledges that it is aware of the existence of these models and undertakes to consult and take them into account in connection with its use of the Services.

Scaleway is responsible for the security of the Services and the underlying infrastructure. To this end, Scaleway implements and maintains security measures, as described within the Security Assurance Plan and the Technical and Organizational Measures, including:

- Physical security measures protecting Scaleway's data centers and infrastructure;
- Security of the underlying virtualization layers;
- Security of its network;
- Intrusion detection and prevention systems;
- Logical isolation and partitioning mechanisms between its various clients;
- Security monitoring, logging, and incident detection mechanisms;
- Regular security updates, patch management, and vulnerability remediation applicable to the Services.

The Client, for its part, is responsible for the security and confidentiality of the Environments and other Content it deploys, operates, processes, stores, and/or transmits in connection with the Services. In this respect, the Client undertakes to implement appropriate security measures, including:

- The deployment of up-to-date antivirus and antimalware solutions on operating systems, virtual machines, servers, administration workstations, and other Environments it manages in connection with the Services;
- The implementation and configuration of firewall rules, security groups, access control lists (ACLs), and other equivalent mechanisms to limit network traffic to only those protocols, ports, addresses, and services that are strictly necessary;
- Data encryption at rest and in transit, using encryption mechanisms that comply with industry standards;
- Identity and access management (IAM) controls, including user authentication, authorization, and role-based access control (RBAC);
- The secure configuration and hardening of operating systems, applications, and workloads deployed on the Services;
- The management and protection of encryption keys, credentials, and secrets;
- The implementation of backup, retention, and recovery policies adapted to its use of the Services;
- The monitoring and logging of access to its Environments and Content.

The Client is furthermore responsible for managing the risks inherent in the use of the Services and, in this capacity, solely assumes all risks and perils related to all of its Environments and other Content used and/or hosted by it or by third parties acting on its behalf and/or in its name within the scope of the Services, and is solely responsible for the Content.

The Client acknowledges that the use of the Services requires specific technical skills. In this regard, it is the Client's responsibility to ensure that any person or User authorized to access the Services possesses the appropriate knowledge, skills, qualifications, and training adapted to the

nature of the Services used, in accordance with the Documentation, the General and Specific Terms of Service, and applicable security requirements. The Client is solely responsible for implementing any training measures that may prove necessary to ensure the proper use of the Services.

Furthermore, the Client is solely in charge of managing its Environments and other Content that it deploys on the infrastructure made available to it within the scope of the Services, as Scaleway performs no operations to this effect (including, but not limited to, the implementation of a Business Continuity Plan ("BCP") or a Disaster Recovery Plan ("DRP") for the Client).

It is therefore incumbent upon the Client to define, implement, and monitor all policies, procedures, technical architectures, and operational measures necessary to ensure the continuity of the Environments deployed within the scope of the Services made available by Scaleway, including notably:

- Essential business functions as well as the capabilities for the recovery and restoration of said Environments in the event of a disruption, incident, failure, or disaster affecting Scaleway's infrastructure or the availability of the Services; and
- Failover architectures, backup strategies, monitoring systems, redundancy mechanisms, and configuration management.

Scaleway, for its part, undertakes to ensure that the Services and the underlying infrastructure it provides operate in accordance with the SLAs and that its own continuity and disaster recovery capabilities are duly tested and maintained.

THE CLIENT EXPRESSLY ACKNOWLEDGES THAT SCALEWAY IS IN NO WAY IN CHARGE OF MANAGING THE CLIENT'S CONTENT AND, AS SUCH, DOES NOT PERFORM ANY BACKUPS THEREOF. IT IS THE CLIENT'S RESPONSIBILITY TO PERFORM ALL BACKUPS OF THE CONTENT (OR ANY OTHER MEANS AIMED AT ENSURING ITS DURABILITY) THAT IT DEEMS NECESSARY IN ORDER TO PROTECT ITSELF AGAINST ANY POTENTIAL LOSS, DELETION, DESTRUCTION, ALTERATION, CORRUPTION, OR MODIFICATION OF SAID CONTENT. IT IS ALSO THE CLIENT'S RESPONSIBILITY TO REGULARLY AUDIT THE BACKUPS PERFORMED AS WELL AS THE INTEGRITY OF THE BACKED-UP CONTENT.

To this end, the Client is required to adopt best practices in order to protect itself against the risks mentioned above, such as in particular:

- Defining a clear security policy aligned with business, regulatory, and technical requirements;
- Implementing centralized governance: steering committees, clear roles (CISO, DPO, DevSecOps, etc.);
- Classifying Content according to its criticality level (public, internal, sensitive, confidential);
- Adapting protection levels (encryption, access, monitoring) to each level;
- Controlling access to Content:
 - Identity and access management (via the IAM feature);
 - Rotation of keys and credentials;
 - Implementation of Multi-Factor Authentication ("MFA");
 - Audit and logging of access.
- Protecting Content using the encryption process it deems most appropriate;

- Performing multiple backups:
 - Encrypted and isolated backups: maintaining regular and versioned backups in distinct and secure storage:
 - Geographic distribution of Content (regions, availability zones);
 - Robust backup and recovery strategy, regularly tested;
 - High-availability and fault-tolerant architecture;
 - Implementing a DRP (Disaster Recovery Plan) and a BCP (Business Continuity Plan) to test and document Content recovery procedures.
- Regularly auditing the backups performed as well as the integrity of the backed-up Content;
- Monitoring and responding to incidents through the implementation of mechanisms for:
 - Proactive monitoring of security incidents;
 - Real-time alerting and automation of certain responses;
 - Available and tested incident response runbooks & playbooks.

The Client undertakes to take all necessary precautions to protect its own Content, data, and/or software, in particular against contamination by any viruses circulating on the Internet and against the unauthorized use by third parties of the access made available to it.

In order to maintain the level of security in connection with the use of the Services, the Client must also perform software updates without undue delay, particularly for software in which a security flaw has been identified by the Client, the publishers of said software, or Scaleway.

The Client represents that it is aware of the lack of complete reliability of the Internet and undertakes to implement the necessary measures to preserve the integrity, authentication, and confidentiality of Content transiting via the Internet. Scaleway shall not be held liable for any damages that the Client may suffer due to the Internet.

Subject to compliance with all the terms set forth below, the Client is authorized by Scaleway to perform penetration tests in connection with the Services:

- Any penetration testing campaign conducted by the Client must be notified to Scaleway at least thirty (30) days in advance, specifying all the information necessary to inform Scaleway regarding said tests (notably the target IP addresses as well as the source IP addresses, their scope, procedures, schedule, technical contacts who may be reached by Scaleway teams, and the service providers involved, if any). Scaleway reserves the right to object, for any legitimate reason, to the performance of all or part of the notified penetration tests. In the absence of express objection by Scaleway within a reasonable timeframe following receipt of the full notification, the tests may be performed in accordance with the information provided;
- Penetration tests must in no event: (i) target any Scaleway elements or infrastructure other than those dedicated to the Client and used exclusively by the latter (including, but not limited to, any Scaleway shared infrastructure, networks, and services), (ii) disrupt in any way the proper operation of the Services as well as Scaleway's infrastructure and networks, and/or (iii) have any impact on the services, resources, networks, and infrastructure provided by Scaleway to other clients;
- The tests performed must be exclusively of a technical nature, with all social engineering operations being specifically prohibited. The following tests are also expressly prohibited:

- Denial of Service (DoS) on the network and/or shared resources provided by Scaleway (transit, interconnections, product web consoles, product APIs, etc.);
- Load testing on the elements listed above;
- Penetration tests on Scaleway Service APIs;
- Brute-force testing on Scaleway API services;
- IP address spoofing;
- DNS enumeration.

The Client acknowledges having been informed that penetration tests may cause disruptions and/or damage to the Client's Environments and other Content; such disruptions may include, among others: denial of access affecting an authorized User, the automatic shutdown of part or all of an information system caused by intrusion detection software or hardware, and/or failures of said information system. The Client is solely responsible for taking all necessary measures to protect itself against any consequences that may result from the performance of the penetration tests and is solely liable for any damages that may arise therefrom, including when these tests are performed by a third-party auditor, as Scaleway shall in no event be held liable in this regard.

8.5 Credentials

The Client's authentication means, including its Credentials, are personal and confidential. The Client is solely responsible for their preservation and use, including by third parties and members of its staff to whom it may have communicated them. Save for disclosure attributable to Scaleway, the latter shall not be held liable for any disclosure, loss, or fraudulent use of the Client's Credentials.

Scaleway reminds the Client that passwords communicated to it in connection with the Services must be changed by the Client upon receipt, in accordance with applicable best practices, particularly regarding password strength.

The Client notably undertakes to:

- Keep its authentication means secret and not disclose them to third parties in any way whatsoever, including to Scaleway's Technical Support;
- Use passwords of sufficient length and complexity;
- Change said passwords on a regular basis;
- Apply, at a minimum, the same security rules to its email address.

In the event of loss, theft or, more generally, misappropriation of its Credentials, the Client undertakes to notify Scaleway without delay via the means made available by Scaleway, notably through Technical Support, to change the concerned Credentials via the Account Management Console, and to revoke any potentially compromised API tokens and cryptographic keys. Scaleway shall in no event be held liable for any prejudicial consequences that may arise from the loss, theft, and/or misappropriation of said Credentials, nor for the consequences of any other intrusion, unauthorized access, cyberattack, or any other form of malicious or unlawful activity (including acts or omissions of third parties, even if intentional) directly or indirectly related to the Client's failure to comply with the security measures required by Scaleway or that could be reasonably expected.

Furthermore, Scaleway shall not be held liable for any event, act, or omission of third parties outside its scope of management, nor for any inappropriate, negligent, abusive, or otherwise unauthorized use of the Credentials by the Client or by third parties.

Scaleway strongly recommends that the Client use the 2FA feature to strengthen security during authentication for access to its Account Management Console.

ARTICLE 9. CONDITIONS FOR IMPLEMENTING THE SERVICES

In connection with the provision of the Services, Scaleway undertakes to:

- Implement the technical and organizational measures necessary to ensure the continuity of the Services delivered by Scaleway in accordance with the applicable SLAs (the Client remaining specifically responsible for the management and continuity of the Environments they deploy through the Services);
- Ensure the maintenance of the Services in operational condition, notably through the performance of maintenance operations and/or the replacement of defective hardware components of the infrastructure involved in the performance of the Services, in accordance with the terms set forth in Article 10 below. Notwithstanding the foregoing, and subject to any applicable Specific Terms, the Client remains responsible for the maintenance of all Environments as well as any third-party solutions deployed in connection with the Services.

ARTICLE 10. SUPPORT

Scaleway freely makes available to the Client the Documentation relating to the Services, available on the Scaleway Website, to enable it to resolve any problems encountered in connection with the use of the Services autonomously. Failing that, the Client also benefits from a basic level of Technical Support, which it may contact by creating a support ticket in its Account Management Console.

Other levels of Technical Support are also offered by Scaleway, to which the Client may subscribe in order to benefit from additional features, functionalities, and commitment levels, as described on the Scaleway Website and/or within the Specific Conditions applicable to the Services for which these additional support levels are offered.

The Client acknowledges that it is responsible for assessing its needs and selecting, under its sole responsibility, the appropriate Technical Support level, taking into account notably the criticality of the activities carried out by means of the Services as well as the nature of the Environments and other Content operated through them.

Furthermore, in the event of a Technical Incident, it is the Client's responsibility to notify Technical Support so that the latter may investigate the causes of the Technical Incident and take any appropriate measure toward its resolution. In this context, for diagnosis and analysis purposes toward resolving the Technical Incident, Technical Support may be required to access the Client's resources in compliance with the confidentiality and security obligations incumbent upon it.

The Client may track the status of all its support tickets and communicate directly with Technical Support through its Account Management Console.

Technical Support is not intended to intervene in connection with problems related to third-party solutions and services not provided by Scaleway, nor to perform configuration, setup, or management operations of the Services falling within the Client's scope.

In all its communications with Scaleway, the Client must identify itself and mention the Service experiencing a Technical Incident. The Client undertakes to adopt an appropriate and respectful behavior during its exchanges with Technical Support.

Within the framework of said Technical Support, Scaleway is only subject to a best efforts obligation.

ARTICLE 11. SUSPENSION

Without prejudice to other cases of suspension stipulated in the Contract, Scaleway reserves the right to suspend all or part of the Services, immediately and without prior notice, without prejudice to the exercise of any other rights Scaleway may have, and without the Client being entitled to claim any prejudice (including but not limited to any potential loss of data, loss of business, loss of revenue, and/or service interruptions resulting therefrom) in the following cases:

- Failure by the Client to comply with all or part of its contractual obligations, and more specifically in the event of:
 - Reporting of illicit Content or behaviors distributed or perpetrated through the Services made available to the Client;
 - Total or partial non-payment for the Services;
- Cases of fraud or legitimate suspicion of fraud;
- In the event of a risk to the security of the Services;
- Services containing software for which security updates have not been installed by the Client;
- Harm or risk of harm to Scaleway's infrastructure or services and/or those of its other clients;
- Request from a competent legal, regulatory, judicial, or administrative authority.

In the event of suspension and/or limitation and/or restriction of the subscribed Services, for any reason whatsoever, the Client remains bound to comply with its obligations, it being understood that the suspension of the Services does not entail the suspension of their billing.

ARTICLE 12. MAINTENANCE

Scaleway performs maintenance operations on its infrastructure and may, in this capacity, suspend all or part of the Services, without the Client being entitled to claim any compensation.

Scaleway publishes information on its Website at <https://status.scaleway.com/> regarding maintenance operations impacting the availability, performance, or access to the Client's Services (a) with a minimum notice period of forty-eight (48) hours, or (b) as soon as possible in the event that an emergency intervention proves necessary, notably in the presence of a risk of harm to the security, availability, or integrity of the Services and/or the Client's Content. The latter may activate, from the <https://status.scaleway.com/> page, the email notification feature allowing it to be automatically alerted of the publication of any maintenance operation.

Furthermore, when routine maintenance operations have no impact on the Client, these may be performed by Scaleway without prior notice.

ARTICLE 13. TERMINATION

13.1 Termination for convenience

Subject to the provisions of any applicable Savings Plan and/or Specific Conditions, the Services can be terminated at any time and without an indemnity (i) by the Client, via the Account Management Console, by means of the APIs and (ii) by Scaleway, thirty (30) days after sending the Client a registered letter, as well as an email, to the postal and email addresses provided by the Client.

Where applicable, the Client also has the option of deactivating an Organization within its Client Account via the Account Management Console. In this case, all the Services associated with this Organization are automatically terminated after a period of up to ten (10) days. If the Client wishes to terminate the Services immediately and thus put an end to their billing, it is recommended to terminate them manually prior to the deactivation of the said Organization.

Notwithstanding the above, Scaleway may terminate the Services at any time, without the Client being able to claim any form of indemnity and without prejudice to the exercise of all other rights that Scaleway may have and in particular its rights to compensation, in the following cases:

- Implementation of a request from a competent legal, regulatory, judicial or administrative authority;
- In order to respect the rights of third parties;
- In order to comply with the applicable legislation and regulations;
- End of marketing or life cycle of a Service.

13.2 Termination for cause

Scaleway reserves the right to terminate the Services at any time without the Client being able to claim any compensation whatsoever and without prejudice to the exercise of any other right that Scaleway may have, and in particular its rights to compensation, in the following cases:

- After the suspension of the Service(s) in the cases provided for in the Contract, for which the event that triggered the suspension continues beyond the time-limit stated by Scaleway to remedy the problem or is not remedied definitively by the Client, other than in instances of suspension for maintenance purposes

- Non-payment of all or part of the Services which has not been regularized by the Client within the deadlines notified by Scaleway;
- Serious and/or repeated breach by the Client of its legal and/or contractual obligations;
- Breach of the obligations defined in article 4.3 of these General Terms of Services and notably in the event of an International Sanctions Event against the Client.

In the event of a material and proven breach by Scaleway of its contractual obligations that remains unremedied within a period of seven (7) calendar days following receipt of a registered letter with acknowledgment of receipt detailing the breaches committed by Scaleway, the Client may terminate the affected Services.

13.3 Consequences of termination

It is the Client's responsibility to handle all recovery and/or migration operations for all Content present on the Services made available to it, and to ensure that it has recovered and/or migrated the entirety of its Content by the date of termination of the Services, as Scaleway shall not intervene in any way in the performance and/or planning of said operations.

To this end, the Client must, prior to the effective termination of the Services:

- Define and implement its reversibility plan;
- Organize and carry out the operations for migration, transfer, or recovery of the Services to an alternative solution, whether internal to the Client or provided by a third-party provider;
- Verify the integrity, completeness, and usability of the recovered Content.

Scaleway undertakes, for its part and in accordance with Scaleway's reversibility policy, to (i) provide reasonable assistance to the Client, within the limits of its capabilities and proportionally to its respective obligations, by making API tools available to it, and (ii) communicate upon request relevant information and exportable data in its possession (in machine-readable formats) that prove necessary for the implementation of the Client's reversibility plan and the smooth conduct of said operations. This assistance is provided under commercially reasonable terms and timeframes, without prejudice to specific portability obligations provided by applicable laws or regulations.

Upon termination of the Services and within a period not exceeding ten (10) days, any Content that has not been previously deleted by the Client and remains stored by means of the terminated Services shall be automatically and permanently deleted, regardless of the cause of said termination. Scaleway undertakes not to retain any copy of said Content.

All clauses and conditions which, by their nature, are intended to survive the end of the Contract, shall survive.

ARTICLE 14. CHANGES AND DEVELOPMENTS

The Services, including their price, characteristics and/or functionalities, as well as the contractual terms applicable to them, are liable to be modified over the course of the performance of the Contract, which the Client acknowledges and accepts.

Where such modifications are substantive and could be detrimental to the Client, the Client (i) will be informed thereof, by any means, at least one (1) month before the entry into effect of the planned modification and (ii) can terminate the affected Service, without the right to compensation, under the conditions provided for in article 13.1 of these General Terms of Services, at the latest within one (1) month of the modification being notified. Where there is a lock-in period, the monthly subscription payments that remain due until the expiration of the lock-in period will not be demanded by Scaleway. If the Client fails to terminate within a period of one (1) month of the notification of the modification, the Client shall be deemed to have accepted the modification.

In all cases, the Client acknowledges that it accepts, without compensation or the right to termination, the modifications and amendments to the provisions of the Contract and the Services, where they are the result of a requirement imposed by a legal, regulatory, judicial or administrative authority.

In the event of the end of a Service's life cycle (commonly referred to as "EOL" or "End of Life"), regardless of the cause (such as regulatory compliance, technological obsolescence, technical or security reasons, evolution of an offering, etc.), Scaleway undertakes to: (i) notify the Client in writing with a minimum of three (3) months' notice prior to the end-of-sale date of the concerned Service, specifying, where applicable, any proposed alternative solutions; and (ii) allow the Client to access its Content and perform any necessary reversibility operations until the effective end-of-service date. The Client remains solely responsible for taking all necessary measures to ensure the backup, recovery, and, if applicable, the migration of its Content before the Service's end-of-life date. During the period between the notification and the effective end-of-life date, the Service may continue to be provided under the current contractual terms, subject to technical or security constraints that may justify a gradual limitation of its features as well as the termination of support by Technical Support. The end of the Service's life cycle, when implemented in accordance with the terms of this article, shall not entitle the Client to any compensation, subject to the reimbursement of any sums paid in advance for the period following the effective date of Service termination.

ARTICLE 15. LIABILITY AND WARRANTIES

15.1 Liability

Scaleway undertakes to implement reasonable means to ensure the availability, durability, and quality of the Services. However, given the state of the art, the interdependence of the network with hardware and software components from third parties and the Client, as well as the nature of the network, the Services may occasionally be subject to limitations, degradations, and/or interruptions. Furthermore, the Client is informed of the characteristics and inherent risks of the internet and remote communications, particularly in terms of continuity, performance, reliability, integrity, confidentiality, and security. Consequently, Scaleway is subject to a general best efforts

obligation. Notwithstanding the foregoing, where the Services are subject to SLAs, Scaleway undertakes to comply with the service level objectives described therein as an obligation of result.

EITHER PARTY'S LIABILITY MAY ONLY BE INCURRED IN THE EVENT OF A PROVEN BREACH ON ITS PART THAT IS DEMONSTRATED BY THE OTHER PARTY. EACH PARTY'S LIABILITY IS LIMITED SOLELY TO DIRECT DAMAGES, EXCLUDING ALL INDIRECT DAMAGES AND, IN PARTICULAR, ANY LOSS OF REVENUE, PROFITS, BUSINESS, CUSTOMERS, ECONOMIC OR COMMERCIAL LOSS, OR DAMAGE TO REPUTATION OR BRAND IMAGE.

SCALEWAY SHALL FURTHERMORE NOT BE HELD LIABLE IN THE EVENT OF:

- ORDER REFUSAL BY SCALEWAY FOR THE REASONS PROVIDED FOR IN THE CONTRACT, AND NOTABLY IN THE EVENT OF AN UNFAVORABLE COMPLIANCE OR CREDITWORTHINESS ASSESSMENT OF THE CLIENT;
- HACKING, DISSEMINATION OF COMPUTER VIRUSES, INSTALLATION OF RANSOMWARE, OR ANY OTHER TYPE OF MALWARE TARGETING THE CLIENT'S EQUIPMENT, ENVIRONMENTS, AND OTHER CONTENT NOT ATTRIBUTABLE TO SCALEWAY AND/OR ARISING FROM ANY ACTION OR OMISSION ATTRIBUTABLE TO THE CLIENT, THE LATTER BEING RESPONSIBLE FOR THE PROTECTION AND SECURITY THEREOF;
- MISAPPROPRIATION OF CREDENTIALS AND, MORE GENERALLY, OF ANY INFORMATION OF A SENSITIVE NATURE FOR THE CLIENT NOT ATTRIBUTABLE TO SCALEWAY AND OF WHICH, FOR EXAMPLE, FRAUDULENT USE IS MADE BY A THIRD PARTY;
- LOSS, DELETION, DESTRUCTION, ALTERATION, CORRUPTION, OR MODIFICATION OF CONTENT (AND NOTABLY DATA), EXCEPT WHERE DIRECTLY AND EXCLUSIVELY CAUSED BY A PROVEN FAULT OR GROSS NEGLIGENCE BY SCALEWAY IN THE OPERATION OF THE UNDERLYING INFRASTRUCTURE OF THE SERVICES, IT BEING EXPRESSLY REMINDED THAT THE CLIENT IS SOLELY RESPONSIBLE FOR THE MANAGEMENT OF SAID CONTENT AND FOR PROTECTING ITSELF AGAINST THIS TYPE OF RISK BY PERFORMING, MORE PARTICULARLY, ANY CONTENT BACKUP OPERATIONS AND THE PRACTICES REFERRED TO IN ARTICLE 8.4;
- DAMAGE RESULTING FROM THE CLIENT'S FAILURE TO COMPLY WITH ITS OBLIGATIONS TOWARD SCALEWAY (AND NOTABLY IN THE EVENT OF TERMINATION OF THE SERVICES DUE TO A BREACH BY THE CLIENT OF ITS CONTRACTUAL OBLIGATIONS);
- DAMAGE RESULTING FROM ACTS OR OMISSIONS OF THIRD PARTIES BEYOND SCALEWAY'S REASONABLE CONTROL, SUCH AS, BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, RESELLERS, NETWORK OPERATORS, DNS PROVIDERS, OPEN SOURCE COMMUNITIES, INTEGRATORS, MANAGED SERVICE PROVIDERS, OR OTHER CONTRACTORS OR SUPPLIERS SPECIFIC TO THE CLIENT;
- MISUSE OR NON-COMPLIANT USE OF THE SERVICES BY THE CLIENT;
- INSUITABILITY OF THE SERVICES FOR THE CLIENT'S NEEDS (NOTABLY REGARDING THE NATURE OF THE ACTIVITIES CARRIED OUT AND THE CONTENT OPERATED BY THE CLIENT BY MEANS OF THE SERVICES);

- THE CLIENT'S FAILURE TO COMPLY WITH THE PREREQUISITES AND TECHNICAL SPECIFICATIONS OF THE SERVICES;
- SUSPENSION OF THE SERVICES UNDER ARTICLE 11, AND NOTABLY UPON REPORTING OF ILLICIT CONTENT OR BEHAVIOR DISTRIBUTED OR PERPETRATED THROUGH THE SERVICES MADE AVAILABLE TO THE CLIENT.

These limitations of liability are explained, in particular, by the economic conditions under which the Services are provided, by the technical and financial advantages they provide to the Client, as well as by Scaleway's lack of control over the criticality level of the Client's Content and the activities carried out by the latter by means of the Services. In this respect, it is recalled that the Client is solely responsible for assessing the suitability of the Services for its specific needs, objectives, and requirements, as well as for its decision to subscribe to the Services, as the Client is notably the only one to know the nature, sensitivity, criticality, and confidentiality level of its activities, as well as the Environments and other Content operated through the Services.

The Client acknowledges that Scaleway entered into the Contract based on the limitations and exclusions of liability set forth in these General Terms of Service, which constitute an essential element of the agreement between the Parties.

Unless otherwise provided, no judicial actions or claims by a Party may be initiated or filed against the other Party more than one (1) year from the day on which the injured Party knew or should have known of the facts enabling it to bring said legal action or claim.

In light of the characteristics and uncertainties that are intrinsic to the internet, the Client undertakes to use all the technical means that it deems to be the most appropriate in order to preserve the integrity, authenticity and confidentiality of data when it is sent over the internet. Along the same lines, the Client acknowledges that Scaleway cannot be held liable for the damage of all types associated with use of the Services by the Client in connection with, in particular, the nature and the content of the messages and data that are stored, sent or received by means of the Services. The Client undertakes to handle all associated claims directly and to hold Scaleway harmless from all claims, actions and proceedings of all types that originate from all third parties.

Scaleway's liability, along with the contractual commitments made by Scaleway, concerning the IT infrastructures and other technical facilities on which the Services provided to the Client are based, apply solely within the limits of normal and reasonable use by the Client of said Services. The Client is liable for the endangerment, destruction, alteration of or damage to said technical facilities and IT infrastructures (such as, in particular, but not limited to, overclocking, software replacement of the BIOS version or deletion of the BIOS), that are caused by the Client itself or by any third party under its responsibility, deliberately or as a result of negligence, and shall hold Scaleway harmless therefrom. The Client shall also be liable for all loss and harm that results therefrom.

The Client is liable for the activities it performs itself and that are performed by all Users under its responsibility, which make direct or indirect use of the Services provided by Scaleway, and for compliance with the legislation and regulations that are applicable to said activities. In this respect, the Client is responsible for Users' compliance with all the Contractual Documents.

The Client shall hold Scaleway harmless from all action or recourse by a third party as a result of its actions, the use it makes of the Services and all unfavorable decisions and verdicts that may result therefrom. The Client shall also hold Scaleway harmless from the damage that the Client or the persons for whom it is responsible or who act on its behalf cause to Scaleway. The Client undertakes to intervene at Scaleway's request in connection with all applications, claims and/or actions by third parties, including the judicial and administrative authorities, which call into question the Services, and to indemnify Scaleway for all losses that result therefrom.

As the Parties have already agreed on the terms and conditions of termination of the Contract and on the penalties for the breach of its contractual obligations, they hereby agree that the provisions of Articles 1219 to 1223 of the French Civil Code are neither applicable nor binding with regard to them.

IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT THE AGGREGATE ANNUAL LIABILITY OF EITHER PARTY (INCLUDING ITS POTENTIAL SUBCONTRACTORS AND SUPPLIERS), ONCE DULY ESTABLISHED, SHALL NOT, FOR ALL CLAIMS, LOSSES, BREACHES, TORTS, DAMAGES, INCIDENTS, INDEMNITIES, CREDITS, PENALTIES, COMPENSATIONS AND OFFSETS COMBINED, EXCEED (I) THE TOTAL AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE SERVICES CONCERNED DURING THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM OR (II) FIVE THOUSAND EUROS (€5,000) FOR SERVICES PROVIDED TO THE CLIENT FREE OF CHARGE (INCLUDING, WITHOUT LIMITATION, BETA SERVICES, SERVICE CREDITS ALLOCATED FREE OF CHARGE UNDER SPECIFIC SCALEWAY PROGRAMS OR FOR SERVICE TESTING PURPOSES, PERFORMANCE OF TESTING PHASES, FREE TRIAL PERIODS OR TIERS, REGARDLESS OF THEIR DESIGNATION ("PROOF OF CONCEPT" OR "POC", "FREE TIER", "FREE TRIAL", ETC.).

IN THE EVENT THAT SCALEWAY IS HELD LIABLE FOR THE LOSS OF CONTENT, ITS LIABILITY SHALL BE LIMITED TO THE COSTS INCURRED BY THE CLIENT CORRESPONDING TO REASONABLE EFFORTS AND IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICES NECESSARY FOR THE RECOVERY OF THE LOST CONTENT. IN ANY EVENT, SCALEWAY SHALL NOT BE HELD LIABLE FOR THE INTRINSIC, COMMERCIAL, OR STRATEGIC VALUE OF THE CONTENT STORED OR PROCESSED VIA THE SERVICES. IT IS THE CLIENT'S SOLE RESPONSIBILITY TO ASSESS THE VALUE AND CRITICALITY OF ITS CONTENT AND TO IMPLEMENT THE NECESSARY PROTECTION MEASURES ACCORDINGLY.

NOTWITHSTANDING THE FOREGOING, SCALEWAY'S LIABILITY SHALL IN NO WAY BE EXCLUDED OR LIMITED IN THE EVENT OF WILLFUL MISCONDUCT, PERSONAL INJURY, GROSS NEGLIGENCE OR INTENTIONAL FAULT, OR ANY OTHER CASE EXPRESSLY PROVIDED FOR BY APPLICABLE LAW, AS WELL AS IN CONNECTION WITH AMOUNTS PAID TO A THIRD PARTY UNDER ARTICLE 16.3 BELOW.

15.2 Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CLIENT ACKNOWLEDGES THAT THE SERVICES, AS WELL AS THE THIRD-PARTY SOLUTIONS, ARE PROVIDED BY SCALEWAY ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUBJECT TO APPLICABLE SERVICE LEVEL AGREEMENTS, SCALEWAY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, DURABILITY, UNINTERRUPTED OPERATION OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 16. INTELLECTUAL PROPERTY

16.1 Right of use

Scaleway is the owner of, or holds, all necessary intellectual property rights in the elements composing the Services, including the IT infrastructure implemented under the Contract.

The Contract does not entail any assignment of intellectual property rights to the Client. Scaleway grants the Client, on a non-exclusive basis and for the duration of the subscription to the relevant Services, a personal, non-exclusive, non-assignable, and non-transferable right to use the Services, as well as any related elements and the Documentation, in accordance with the Contract, the terms and conditions applicable to said Services, and Scaleway's recommendations. The Client is strictly prohibited from reproducing, representing, distributing, modifying, adapting, altering, decompiling, disassembling, or reverse-engineering all or part of the Services or their constituent elements by any means, in any form, and on any medium whatsoever, without Scaleway's prior express authorization.

The Client remains the owner or holder of the intellectual property rights in all Content imported in connection with the Services and remains solely responsible for acquiring the authorizations and usage rights for the elements, software, and Content used in connection with the Services. The Client shall indemnify and hold Scaleway harmless against any infringement action, claim, or other demand brought against Scaleway by any third party alleging a violation of an intellectual property right arising from the illicit use, distribution, storage, or possession by the Client of any software, Content, or any other element protected by intellectual property law.

16.2 Feedbacks and suggestions

For its use of the Services, the Client may have to provide feedback and/or suggestions for the improvement or modification of said Services (hereinafter referred to as the "Suggestions"). In such a scenario, Scaleway reserves the right to use and exploit said Suggestions freely, without the Client being able to claim any intellectual or industrial property rights.

16.3 Counterfeit warranty

Scaleway shall hold the Client harmless from all actions on the grounds of infringement, claims to title or other claims against the Client made by any third parties who cite the infringement of an intellectual property right that occurs due to the use of the Services by the Client, provided that such use complies with the applicable regulations and the Contract.

In this respect, Scaleway undertakes to pay the Client's reasonable, substantiated defence costs, as well as the damages that are awarded to a third party as a result of an enforceable court decision, provided that (i) the Client informs Scaleway as soon as it becomes aware of the existence of the such actions or claims, (ii) the origin of said actions or claims is not attributable to the Client or to any third party under the Client's responsibility (such as, including but not limited to, all members of its personnel, final customers, service providers, sub-contractors or other users, that the Client may have authorised to access and/or use the Services) and more specifically that said origin does not result from (a) the use of the Services in combination, integration, or interaction with third-party software, hardware, data, elements, or programs not provided, recommended, or validated by Scaleway; (b) any modification, adaptation, or alteration of the Services performed by the Client or by a third party under its responsibility, without Scaleway's prior written authorization; and/or (c) any use of the Services not in compliance with the Documentation, technical prerequisites, Scaleway's policies, or the Contract, (iii) Scaleway retains control of the proceedings and defence, and (iv) the Client cooperates with the defence in good faith.

In the event that, following such actions or claims, the Client is deprived of the right to use the Services, Scaleway shall endeavour:

- To amend the infringing element of the Services in order to put an end to said infringement; or
- To replace the infringing element of the Services with an element that has similar characteristics, functionalities and performance levels; or
- To obtain the right for the Client to continue to use the Services in accordance with this Contract.

If, despite its efforts, it is impossible for Scaleway to implement one of the measures mentioned above within a reasonable time-limit, each of the Parties may terminate the affected Services as of right.

16.4 Third Party Solutions

Scaleway may provide Third Party Solutions at the request of the Client. The Client thus undertakes to comply with the general and/or specific conditions of use specific to said solutions. These third-party conditions, as well as their financial terms, may change at any time, which the Client expressly accepts.

Subject to applicable Specific Conditions, the Client bears liability at all times for installation of the selected Third Party Solutions for compliance with any applicable third-party terms of use, and for any necessary maintenance and updating operations.

The Client expressly acknowledges that Third Party Solutions are provided by Scaleway on an "as is" and "as available" basis, to the extent permitted by applicable law. Scaleway disclaims all warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, quality, durability, performance, compliance with third party rights or fitness for a particular purpose.

ARTICLE 17. PERSONAL DATA

Under the Contract, the Parties may obtain, collect and/or have access to Personal Data, concerning Data Subjects, including the employees and customers of the other Party and the employees of the other Party's sub-contractors and/or partners.

The Parties undertake to process and keep up to date said Personal Data in compliance with the GDPR and each of the Parties warrants to the other that it will comply with its statutory and regulatory obligations in this regard. In particular, when the Client provides Scaleway with Personal Data relating to Data Subjects, notably in connection with the creation or updating of its Client Account, the Client represents and warrants that it has obtained, prior to such disclosure, all authorizations, information, and consents required under applicable data protection legislation, including where necessary under the GDPR, and undertakes to provide Scaleway, upon first request, with proof that such authorizations have been obtained. The Client further undertakes to inform the Data Subjects of the transmission of their Personal Data to Scaleway, the purpose of such transmission, and their rights. The Client shall indemnify and hold Scaleway harmless against any claim, action, penalty, or demand from a Data Subject or a supervisory authority resulting from a breach of this obligation.

The processing that is the subject of this clause shall be carried out by the Parties in the capacity of controller, within the meaning of the GDPR. The exclusive purpose of this processing of the Personal Data is the formation, management and/or performance of the Contract. The Parties thus cannot in any way be regarded as being jointly liable for their processing or as each other's processor.

Said Personal Data is intended for the in-house departments of the Party that will carry out the processing in accordance with the Contract, which need said Personal Data for the formation, management and/or performance of said Contract. In this connection, said Personal Data may be transferred and disclosed to its subcontractors, partners and service providers. Said Personal Data may also be handed over to the relevant authorities, at their request, for the purposes of judicial proceedings, judicial investigations and fulfilling requests for information by the authorities, or in order to comply with other legal obligations. If the Personal Data is transferred outside of the European Union, the Parties undertake to sign the European Commission's Standard Contractual Clauses.

The Personal Data that is collected will be retained for the time needed to fulfill these purposes, or in accordance with the requirements of the applicable regulations.

The Data Subjects benefit from a right of access, rectification and erasure for the data that concerns them, within the meaning of applicable regulations. They can also request the portability of said data, object to the processing of their data or request that the processing of their data be restricted. Moreover, the Data Subjects may issue directives concerning the storage, erasure or disclosure of their personal data after their death. Each of the Parties that transfers Personal Data to the other Party warrants that the Data Subjects have been informed of said rights prior to the collection of the Personal Data.

The Data Subjects may exercise these rights by sending their requests to the persons who are listed as contact persons in the Contract.

For all requests for information concerning the protection of Personal Data, as well as for all notifications of security breaches, the Client can also:

- Contact the Scaleway Privacy team at the address privacy@scaleway.com;
- Consult the Scaleway Privacy Policy, which is available at the URL <https://www.scaleway.com/en/privacy-policy/>

ARTICLE 18. CONFIDENTIALITY

The Parties undertake to maintain the strict confidentiality of all Confidential Information disclosed in the performance of their contractual obligations.

Each Party undertakes (i) to maintain and preserve the strictly confidential nature of the Confidential Information, (ii) not to disclose the Confidential Information to any third parties (other than its advisors, financiers, Affiliates and/or any persons who need access to such Confidential Information in order to comply with their contractual obligations and who are bound by an obligation of secrecy and/or confidentiality by virtue of their professional rules or are subject to confidentiality obligations of at least the same nature prior to the transmission of the Confidential Information) without the prior written authorisation of the other Party and (iii) to use the Confidential Information only for the sole purposes of the fulfillment of its contractual obligations and not to use the Confidential Information for any other purpose, including but not limited to competitive or commercial purposes, or in a manner that is detrimental to the other Party.

This confidentiality undertaking will not apply, however, where:

- The Confidential Information is in the public domain at the time of the disclosure thereof or falls into the public domain other than through a breach of said undertaking,
- The Party concerned can prove that the Confidential Information was in its possession prior to the date of entry into force of the Contract,
- The Confidential Information results from in-house developments implemented by one of the Parties without using the Confidential Information, which it undertakes to prove,
- The Confidential Information is released to one of the Parties or to its personnel by third parties who are not bound by a confidentiality obligation, or
- One of the Parties is under a legal or regulatory obligation or compelled by a judicial or administrative authority to provide all or part of the Confidential Information. To the extent that it is legally authorized, the Party concerned shall notify the other Party without delay of said request, prior to the disclosure of the Confidential Information, such that said other Party can take precautionary steps or all other types of action. Moreover, the Party concerned shall provide solely the Confidential Information that it may be legally necessary to disclose.

The Confidential Information, as well as any and all copies or reproductions thereof shall be destroyed by the Party that received them within thirty (30) days of the Contract ending. Upon request, the receiving Party shall certify, in writing, to the issuing Party, within the time-limit mentioned above, that all the provisions of this article have been applied.

Each Party undertakes to respect its obligations of confidentiality throughout the term of the Contract and for a period of five (5) years from its termination or expiry.

ARTICLE 19. FORCE MAJEURE

The Parties shall not be liable for any consequence, non-performance or partial performance that results, directly or indirectly, from a Force Majeure Event. Each Party shall inform the other in a timely manner, in writing, of the occurrence of all Force Majeure Events.

The obligations of the Party that is a victim of the Force Majeure Event shall be suspended without that Party being held liable in any way. The Parties shall endeavor, to the extent possible, to mitigate the effects of Force Majeure Events.

If a Force Majeure Event prevents one of the Parties from fulfilling an essential obligation under the Contract for a period of more than thirty (30) consecutive days, the Parties shall consult with each other with a view to identifying a satisfactory solution. Absent an agreement on such a solution within a time-limit of thirty (30) days following the expiration of the aforementioned period of thirty (30) days or if the Force Majeure Event results from an International Sanctions Event, each of the Parties may terminate the affected Service, or in the event of an International Sanctions Event, the Contract, by registered letter with proof of receipt, without any indemnity being owed by either Party. The termination shall then take effect on the date of receipt of the registered letter.

ARTICLE 20. INSURANCE

The Client undertakes to purchase, from a reputably solvent insurance company and to maintain in force, at its expense, the appropriate insurance policies (such as cyber-security insurance) and those that the law imposes on it, to enable the Client to cover the financial consequences of all the forms of liability that it may incur in connection with the Contract.

ARTICLE 21. MISCELLANEOUS

21.1 Assignment

The Contract is entered into in consideration of the person of the Client. The Client cannot assign or transfer the Contract or the Services without Scaleway's prior, express, written agreement. Scaleway reserves the right to request from the Client any information necessary to justify the assignment of the Contract.

Scaleway may, without restriction, assign, transfer, delegate, or otherwise alienate all or part of its obligations, rights, titles, or interests under the Contract to any third party, and in particular to any Affiliate. In the event of an assignment, all related rights and obligations shall be automatically transferred to the assignee of the Contract.

21.2 Sub-contracting

Scaleway may, without restriction, use the services of service providers and/or sub-contractors for all or part of the services required of it and to collect monies owed by the Client.

21.3 Independence of the Parties

The Parties agree that nothing in the Contract designates or can be construed as designating one of the Parties or any one of its employees or associates who are assigned to the performance of this Contract as being the attorney-in-fact, agent, legal representative or other representative of the other Party, for any purpose whatsoever; neither can it be deemed to establish a joint venture or be regarded as constituting articles of association between the Parties.

The Parties shall act at all times in complete independence with regard to each other, in their own right and under their own responsibility, without the Contract being able to create any relationship of subordination, representation, association or *de facto* partnership between them. Neither of the Parties may be regarded as being the representative of the other and cannot make any commitments on behalf of the other Party.

21.4 Severability

If one or more provisions of the Contract are found to be invalid or declared as such pursuant to a law, a regulation or following a definitive decision by a relevant court, the other provisions shall retain their full force and scope.

21.5 Absence of waiver

The fact that one of the Parties does not act on a breach by the other Party of any one of the provisions of the Contract or does not require the application of one of the provisions thereof cannot be construed as a waiver of the obligation or the provision concerned.

21.6 Communication

Subject to any express objection by the Client to Technical Support, Scaleway is authorized to use the names, brands, logos and other distinctive signs belonging to the Client within the context of any promotional campaign, event or publication whatsoever, in whatever form and by whatever medium, including citing the Client as a business reference and to display Client's distinctive signs on Scaleway's Website, for the duration of the commercial relationship.

21.7 Election of address for service

Each Party to the Contract elects its respective registered office as the address for service.

21.8 Agreement on proof

By express agreement, the Parties acknowledge that the following shall have evidentiary value, in addition to the items referred to in Article 4.1 of these General Terms of Services, which have the value of a written instrument between the Parties:

- Recordings of telephone conversations with the Client that may be made by Scaleway in connection with the ordering and performance of the Services,
- Tickets exchanged with Technical Support,
- The notifications from Scaleway communicated via the Account Management Console and/or to the e-mail address provided by the Client,
- Data that is recorded and timestamped in Scaleway's systems,
- The digital commands and logs for the operations carried out on the Account Management Console.

ARTICLE 22. GOVERNING LAW – SETTLEMENT OF DISPUTES

22.1 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the country of establishment of the Scaleway entity, as defined in Article 23, and specifically:

- French law applies when said entity is established in France;
- Italian law applies when it is established in Italy;
- French law applies in any other case.

22.2 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract, including those arising after the expiration of the Contract, the Parties may meet to resolve the dispute amicably.

ANY DISPUTE CONCERNING THIS CONTRACT OR RELATED TO ITS VALIDITY, INTERPRETATION, PERFORMANCE, OR TERMINATION, WHICH IS NOT RESOLVED AMICABLY WITHIN THIRTY (30) DAYS FOLLOWING ITS NOTIFICATION, SHALL BE SUBMITTED, DEPENDING ON THE SCALEWAY CONTRACTING ENTITY, TO:

- FOR FRANCE: THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT (TRIBUNAL DES ACTIVITÉS ÉCONOMIQUES DE PARIS), NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY APPEALS, INCLUDING FOR EMERGENCY PROCEDURES OR INTERIM PROTECTIVE MEASURES VIA SUMMARY OR EX PARTE PROCEEDINGS;
- FOR ITALY: THE EXCLUSIVE JURISDICTION OF THE COURT OF MILAN, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY APPEALS, INCLUDING FOR EMERGENCY PROCEDURES OR INTERIM PROTECTIVE MEASURES VIA SUMMARY OR EX PARTE PROCEEDINGS;
- FOR ANY OTHER REGION: THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT (TRIBUNAL DES ACTIVITÉS ÉCONOMIQUES DE PARIS), NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY APPEALS, INCLUDING FOR EMERGENCY PROCEDURES OR INTERIM PROTECTIVE MEASURES VIA SUMMARY OR EX PARTE PROCEEDINGS.

ARTICLE 23. CONTRACTING ENTITY

The designation of the Scaleway contracting entity is determined based on the Client's billing address, as provided by the Client within its Client Account.

- **For France:** Scaleway, S.A.S. with a share capital of 142,050.00 euros – R.C.S. Paris 433 115 904, Registered office: 8, Rue de la Ville l'Évêque, 75008 Paris;
- **For Italy:** Scaleway Italia S.R.L. with a share capital of 10,000.00 euros – Registro delle Imprese Milan 143 047 909 68, Registered office: 3, Piazza Filippo Meda, Milan, Italy. In this case, the Contract is governed by Italian law, and any dispute shall be subject to the exclusive jurisdiction of the courts of Milan;
- **For any other region:** Scaleway, S.A.S. with a share capital of 142,050.00 euros – R.C.S. Paris 433 115 904, Registered office: 8, Rue de la Ville l'Évêque, 75008 Paris.

Any modification of the billing address by the Client entails its consent to the transfer of the Contract to the newly associated contracting entity. This change of contracting party shall occur as of right, without additional formality, and may involve a change in the governing law of the Contract, which the Client expressly acknowledges.

APPENDIX 1 - SPECIFIC CONDITIONS REGARDING CONSUMERS

The provisions described in this Appendix apply only to Client who are "consumers" within the meaning of the introductory article ("*Article Liminaire*") of the French Consumer Code as well as to Clients that are micro-enterprises (i.e., enterprises employing fewer than 50 persons and whose annual turnover or annual balance sheet total does not exceed €10,000,000.00), small enterprises (i.e., enterprises employing fewer than 10 persons and whose annual turnover or annual balance sheet total does not exceed €2,000,000.00) and non-profit organizations, and are therefore not intended to apply to Clients who are "professional" within the meaning of said article. These specific conditions are intended to supplement Scaleway's General Terms of Services which remains fully applicable to "consumer" Clients, subject to the stipulations expressly waived by the clauses below.

ARTICLE 1. SERVICE DELIVERY TIMES

This article 4.1.3 supplements article 4.1 "Creation of a Client Account and subscription to the Services" of the General Terms of Services as follows:

4.1.3 Service delivery times

Scaleway undertakes to make the Services available to the Client within the time frame stated when subscribing to such Services, or, where nothing is mentioned or there is no agreement regarding a specific date for making the Services available, within a maximum period of three (3) working days after subscription to the Services.

If the Services subscribed are not made available to the Client within the applicable time frame mentioned above, the Client can ask for the subscription to said Services to be terminated by sending a request to the Technical Support from its Account Management Console. The monies paid by the Client shall be reimbursed to it within a period of fourteen (14) calendar days from the termination of the subscription to the Services.

ARTICLE 2. WITHDRAWAL

This article 4.1.4 supplements article 4.1 "Creation of a Client Account and subscription to the Services" of the General Terms of Services as follows:

4.1.4 Withdrawal

The Client has a period of fourteen (14) days from its subscription to a Service to exercise its right of withdrawal without having to provide a reason for its decision. In order to exercise its right of withdrawal, the Client must inform Scaleway via the Client's Account Management Console or by registered letter with proof of receipt sent to "SCALEWAY - Consumer Service - 8 rue de la Ville l'Evêque, 75008 Paris, France" before the expiration of the aforementioned time-limit, by means

of a wholly unambiguous statement. To that end, the Client may use the withdrawal form provided at the end of this appendix by Scaleway.

Notwithstanding the foregoing, the right of withdrawal cannot be exercised by the Client for the contracts mentioned in Article L.221-28 of the French Consumer Code including, in particular (i) contracts for the provision of services fully performed before the end of the termination deadline and the performance of which started after the consumer's express agreement and express waiver of his/her right of withdrawal, (ii) contracts for the supply of goods made according to the consumer's specifications or clearly personalized (such as, but not limited to, domain names), or (iii) contracts for the supply of digital content not provided on a tangible medium, the performance of which started after the consumer's express prior agreement and express waiver of his/her right of withdrawal.

When the right of withdrawal is validly exercised by the Client, Scaleway shall reimburse the Client for the entirety of the monies paid, with the exception of the amount that corresponds to the Services provided by Scaleway until receipt of the Client's withdrawal request, which shall inure to the benefit of Scaleway.

ARTICLE 3. PRICE OF THE SERVICES

By way of derogation from article 6 "Prices of the Services" of the General Terms of Service, when the Services are also intended for Clients who are consumers, the prices are also displayed in euros including VAT.

ARTICLE 4. MEANS AND CONDITIONS OF PAYMENT

By way of derogation from article 7.2.1 "Means and conditions of payment" of the General Terms of Services, no offsetting or deduction of sums is allowed.

ARTICLE 5. LATE PAYMENT OR FAILURE TO PAY

This article cancels and replaces article 7.2.2 "Late payment or failure to pay" of the General Terms of Services as follows:

In the event of a payment incident, non-payment, late payment or partial payment of an invoice occurring on its due date and not being settled within ten (10) calendar days, Scaleway reserves the right to suspend all or part of the Services without notice.

In addition, any payment incident, non-payment, late payment or partial payment of any sums due under the Contract which is not resolved within a period of twenty (20) calendar days following the due date of the invoice concerned (corresponding to its date of receipt), despite the multiple notifications sent within the Account Management Console and/or by e-mail to the address indicated within the Client Account and requesting the Client to regularize its situation, may result, at Scaleway's sole discretion, in (a) the termination of all or part of the Services (including those

for which payment has been made), (b) the deletion of all Content associated with said Services and/or (c) the refusal of any new subscription to Services, without prejudice to the exercise of any other right that Scaleway may have and without the Client being able to claim any form of indemnity.

Scaleway reminds the Client that it bears sole responsibility for safeguarding its Content against any loss, by performing any necessary back-up or reversibility operations before the termination takes effect.

In the event of an invoice not being paid in full after its due date, the Client may be charged for any recovery costs incurred within the framework of a writ of execution or concerning an act the performance of which is prescribed by law to Scaleway, in accordance with the provisions of article L.111-8 of the French Code of Civil Enforcement Procedures.

ARTICLE 6. CHANGES AND DEVELOPMENTS

This article cancels and replaces article 13 "Changes and developments" of the General Terms of Services as follows:

The Client is informed that Services, including their price, characteristics and/or functionalities, as well as the contractual terms applicable to them, are liable to be modified over the course of the performance of the Contract, which the Client acknowledges and accepts.

Where such modifications are substantive and could be detrimental to the Client, the Client (i) will be informed thereof, by any means (and on a durable medium where such modifications concern the applicable contractual terms), at least one (1) month before the entry into effect of the planned modification and (ii) can terminate the affected Service, without the right to compensation, under the conditions provided for in article 13.1 of these General Terms of Services, at the latest within four (4) months of the modification being notified, in accordance with article L.224-33 of the French Consumer Code. Where there is a lock-in period, the monthly subscription payments that remain due until the expiration of the lock-in period will not be demanded by Scaleway. If the Client fails to terminate within a period of four (4) months of the notification of the modification, the Client shall be deemed to have accepted the modification.

In all cases, the Client acknowledges that it accepts, without compensation or the right to termination, the modifications and amendments to the provisions of the Contract and the Services, where they are the result of a requirement imposed by a legal, regulatory, judicial or administrative authority.

In the event of the end of a Service's life cycle (commonly referred to as "EOL" or "End of Life"), regardless of the cause (such as regulatory compliance, technological obsolescence, technical or security reasons, evolution of an offering, etc.), Scaleway undertakes to: (i) notify the Client in writing with a minimum of three (3) months' notice prior to the end-of-sale date of the concerned Service, specifying, where applicable, any proposed alternative solutions; and (ii) allow the Client to access its Content and perform any necessary reversibility operations until the effective end-of-service date. The Client remains solely responsible for taking all necessary measures to ensure

the backup, recovery, and, if applicable, the migration of its Content before the Service's end-of-life date. During the period between the notification and the effective end-of-life date, the Service may continue to be provided under the current contractual terms, subject to technical or security constraints that may justify a gradual limitation of its features as well as the termination of support by Technical Support. The end of the Service's life cycle, when implemented in accordance with the terms of this article, shall not entitle the Client to any compensation, subject to the reimbursement of any sums paid in advance for the period following the effective date of Service termination.

ARTICLE 7. LIABILITY AND WARRANTIES

This article 15.2 “Legal warranty of conformity” supplements article 14 “Liability and warranties” of the General Terms of Services as follows:

15.2 Legal warranty of conformity

The consumer is entitled to the implementation of the legal warranty of conformity if a lack of conformity appears within a period of twelve (12) months from the date of supply of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails an obligation to provide all updates necessary to maintain the conformity of the digital content or digital service for a period of twelve (12) months.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following its request, at no cost and without any major inconvenience for the consumer.

The consumer may obtain a reduction in price by keeping the digital content or the digital service, or it may terminate the contract by obtaining a full refund in return for giving up the digital content or the digital service, if :

1° The professional refuses to bring the digital content or the digital service into conformity ;

2° The compliance of the digital content or service is unjustifiably delayed;

3° The digital content or digital service cannot be brought into conformity at no cost to the consumer;

4° Bringing the digital content or digital service into conformity causes major inconvenience to the consumer;

5° The non-conformity of the digital content or digital service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in price or rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in price or rescission of the contract. In such cases, the consumer is not obliged to ask for the digital content or service to be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer only has the right to cancel the contract if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the warranty that remained until the digital content or digital service was supplied in conformity again.

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

Any professional who obstructs the implementation of the legal warranty of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 242-18-1 of the French Consumer Code).

Consumers also benefit from the legal warranty against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the digital content or service is retained, or to a full refund in exchange for renouncing the digital content or service.

ARTICLE 8. ELECTION OF ADDRESS FOR SERVICE

This article cancels and replaces article 21.7 "Election of address for service" of the General Terms of Services as follows:

Each Party to the Contract elects domicile: (i) for Scaleway: at the address of its registered office, and (ii) for the Client: at the address of its principal domicile, as indicated in its Client Account.

ARTICLE 9. AGREEMENT ON PROOF

Article 21.8 "Agreement on proof" of the General Terms of Services does not apply.

ARTICLE 10. GOVERNING LAW – SETTLEMENT OF DISPUTES

This article cancels and replaces article 22 "Governing law – Settlement of disputes" of the General Terms of Services as follows:

The Parties agree that the language of the Contract is French. However, for the proper understanding of the Client, an English-language translation is available on Scaleway's Website. In all cases, solely the French-language version of the Contract is authentic and authoritative with regard to the Parties.

The Contract is governed by French law. Said law applies to both the substantive and formal aspects of the Contract.

In the event of a dispute that arises at the time of or in connection with this Contract, including those that arise after the Contract has expired, the Parties may meet to resolve the dispute amicably.

In the event of a complaint relating to the Services, the Client may contact Scaleway's Technical Support via its Account Management Console. If, however, the Client is not satisfied with the response provided by Technical Support, the latter may contact Scaleway's Consumer Service by sending a registered letter with acknowledgement of receipt to the address "SCALEWAY - Consumer Service – BP 438 - 75366 Paris Cedex 08". The Client's request will be studied within thirty (30) days from the date of receipt of its complaint.

The Client may also contact the Consumer Mediator in the following cases:

- If the Client has exhausted all the internal remedies available to it (Technical Support then Consumer Service) and the latter is not satisfied with the answers provided.
- If the Client has not received a response from Technical Support within sixty (60) days or from Consumer Services within thirty (30) days.

To contact the mediator, the Client must complete the form available at the following address:
<https://www.mediation-telecom.org/saisir-le-mediateur>.

All information on Mediation is available on the website: <https://www.mediation-telecom.org>.

The Client can register for free on a list objecting to unsolicited phone calls from third party companies at www.bloctel.gouv.fr.

IN THE EVENT OF A DISPUTE WITH A CLIENT, JURISDICTION IS EXPRESSLY ASSIGNED TO THE COURT OF THE DEFENDANT'S PLACE OF RESIDENCE, IN ACCORDANCE WITH ARTICLE 42 OF THE FRENCH CODE OF CIVIL PROCEDURE OR, AT THE DEFENDANT'S OPTION, TO THE PLACE OF PERFORMANCE OF THE SERVICES, IN ACCORDANCE WITH ARTICLE 46 OF SAID CODE.

WITHDRAWAL FORM

(Please complete and return this form only if you want to withdraw from the contract)

Your Client Identifier: _____

For the attention of: **Scaleway - Service Consommateur – 8 rue de la Ville l'Évêque 75008 Paris**

I hereby notify you of my withdrawal from the contract relating to the sale of the asset (*) / for the provision of service (*) below:

Ordered on (*) / received on (*): _____

Clients's surname and first name: _____

Client's address: _____

Date: ____ / ____ / ____

Client's signature *(only if this form is sent as a hard copy)*:

(*) Delete as applicable

APPENDIX 2 - SPECIFIC CONDITIONS APPLICABLE TO BETA SERVICES

ARTICLE 1. PURPOSE

The purpose of these Specific Terms, which complement the Scaleway General Terms of Services, is to define the terms, in particular technical and financial terms, that are applicable to the Services provided by Scaleway to the Client on an early-access basis, primarily Services with “Private BETA”, “Public BETA”, “Early Access”, “Discovery” or “Labs” status, which are hereinafter referred to as the “BETA Services”.

These Specific Terms shall take precedence over the General Terms of Service, should a discrepancy arise between these two documents.

ARTICLE 2. TERMS OF USE OF THE BETA SERVICES

The BETA Services will be made available to the Client so that the Client can test them and try them out, provide feedback and suggestions to Scaleway’s teams, report errors or malfunctions, and suggest modifications or areas for improvement, before the BETA Services are approved for more general release by Scaleway. The BETA Services may be modified, suspended or definitively discontinued by Scaleway without notice and without this granting the Client the right to any form of indemnity. It is therefore the Client’s responsibility to guard against all risks associated with a modification or termination of the BETA Services, in particular by making frequent backups of the Client’s Content. Moreover, in no way Scaleway guarantees the definitive and/or general release of the BETA Services at the end of their early access period. The BETA Services are provided on an “AS IS” basis to the Client, who uses them at their own risks. The Client acknowledges, in particular, that:

- Scaleway provides no warranties concerning the reliability, the integrity, the continuity or the availability of the BETA Services and makes no commitments in terms of a service level with regard to said Services. Consequently, Scaleway will not pay any form of penalties or grant any service credits or credit notes to the Client in the event of a malfunction, degradation or unavailability of the BETA Services;
- Scaleway provides no warranties of any kind concerning the integrity or the permanence of the Content that is stored, hosted, exploited, used, displayed or distributed by the Client by means of the BETA Services and does not back up said Content in any way;
- Without prejudice to the applicable warranties provided for by law, Scaleway refuses the application of all commercial warranties, including implicit warranties concerning peaceful enjoyment, marketability and suitability for a particular purpose;
- Scaleway will not assume any liability of any kind whatsoever in the event that the Client suffers loss in connection with the use of a BETA Service. If, in spite of this clause, Scaleway’s liability is triggered in respect of a BETA Service, said liability would be limited, except in the event that the physical integrity of individuals is affected, to an aggregate, all-inclusive and definitive sum, the amount of which cannot exceed five thousand euros (€5000) per Client;
- Scaleway calls the Client’s attention to the fact that the BETA Services are in no way designed to be used in production environments;

- Scaleway formally prohibits all use of the BETA Services for industrial facility control systems or all systems that have the potential to cause violations of the physical integrity of individuals.

The Client declares that they have been fully informed of the risks that are inherent in the selection and use of a BETA Service. This is a substantive condition, without which Scaleway would not have accepted the Client's selection of BETA Service(s).

ARTICLE 3. TECHNICAL AND COMMERCIAL ASSISTANCE

Scaleway shall not provide any technical or commercial assistance in connection with the BETA Services. The BETA Services are thus intended for Clients who have the capacity and competencies that are necessary for correct use and appropriate management of the BETA Services. When Scaleway provides the Client with documentation, in particular concerning the Scaleway website, the Client undertakes to review said documentation and to refer thereto when necessary.

ARTICLE 4. TERM

The BETA Services shall take effect as soon as they are activated on the Scaleway website by the Client; the Account Management Console or the APIs provided by Scaleway. The BETA Services are selected for an indefinite period, with no minimum period of use. They may be terminated at the initiative of the Client or Scaleway, without said termination requiring any formalities or any notice period. Termination will take effect immediately. Scaleway in no way guarantees the continuity or the definitive and/or general release of the BETA Services.

ARTICLE 5. FINANCIAL TERMS

Scaleway reserves the right to invoice the BETA Services or to offer the BETA Services free of charge with no consideration required. If the BETA Services are invoiced, the financial terms stipulated in the General Terms of Service shall apply.

ARTICLE 6. FEEDBACK AND SUGGESTIONS

For its use of the BETA Services, the Client may have to provide feedback and/or suggestions for the improvement or modification of said Services (hereinafter referred to as the "Suggestions"). In such a scenario, Scaleway reserves the right to use and exploit said Suggestions freely, without this conferring any intellectual or industrial property right or any other form of right on the Client.

APPENDIX 3 - SPECIFIC CONDITIONS APPLICABLE TO COCKPIT SERVICES

ARTICLE 1. DEFINITIONS

For the purpose of these Specific Conditions, the following words and expressions shall have the meanings set forth:

- **Cockpit Datasource** : means the Datasource Scaleway and Datasource Custom resources;
- **Cockpit Service (or Service)** : means, within the framework of these Specific Conditions, the “Cockpit” service provided by Scaleway enabling the collection, storage, visualisation and analysis of monitoring data;
- **Custom Datasource** : means a resource created by the Client as part of the Cockpit Service, at the level of each Client Project, and used to host Metrics, Logs and Traces data collected by the Client from its infrastructure hosted by Scaleway or a third-party provider;
- **Devtools** : means a set of software tools designed to assist developers in the creation, debugging, optimisation and maintenance of software or applications;
- **Endpoint** : means an access point to a service or resource on a network, usually via an API or communication protocol;
- **Logs** : means text event Logs generated by systems and applications, describing what happened at a given moment;
- **Metrics** : means numerical measurements collected at regular intervals to monitor the status and performance of a system or application;
- **Project** : means an organisational unit that allows the Client to group and manage its Resources and offers additional access control, management, billing, deployment and integration functions with other services, facilitating the organisation, deployment and management of said Resources;
- **Resources** : means an IT resource made available to the Client by Scaleway as part of the Services. This includes, in particular, virtual instances, dedicated servers, managed databases, or any other element provisioned, configured and/or used by the Client as part of the Services;
- **Scaleway Datasource** : means a resource automatically created by Scaleway as part of the Cockpit Service, at the level of each Client Project, and used exclusively to host Metrics and Logs data collected natively by compatible Scaleway Services. This resource cannot be deleted by the Client;
- **Traces** : means distributed trace data that enables the tracking of a request through the various services of an application for the purpose of analysing its performance.

Unless the context expressly implies otherwise, words in the singular include the plural and vice-versa, references to one gender include all other genders, references to a natural person include legal persons, associations, etc. and vice versa, and base words have the corresponding meanings.

Article headings in these Specific Conditions are given for information purposes only and shall not in any way influence the interpretation of the provisions contained therein.

If words or expressions in the title case are not defined under this Article, they shall have the meaning assigned to them in the General Terms of Services.

ARTICLE 2. DESCRIPTION OF SERVICES

2.1 General information

The Cockpit Service enables the Client to collect, centralise, view and analyse technical data from its Scaleway Resources. It includes :

- an automatic collection system for Metrics and Logs produced by integrated Scaleway Services;
- Scaleway data sources created automatically for each Project;
- a visualisation dashboard.

Additional options that may be subject to billing are also available, such as :

- retention extensions;
- data ingestion into Custom Datasources;
- advanced or automated exports;
- third-party alerting or monitoring features.

(Hereinafter, the “Additional Options”).

The features and functionalities of the Cockpit Service, the Additional Options, and the applicable prices are described in the Documentation made available to the Client on the Scaleway Website and in the Account Management Console.

2.2 Maintenance

Scaleway may need to perform maintenance operations on the various infrastructures used in the provision of Cockpit Services, in order to ensure that they remain in operational condition.

Notwithstanding the foregoing, the Client remains responsible for notifying Technical Support of any Technical Incident affecting its use of the Web Hosting Services. The Client also remains responsible for maintaining all environments (applications, software, operating systems, etc.) and third-party solutions deployed on its Services.

In addition, it is the Client's responsibility to take all measures to protect itself against the risks inherent in maintenance operations, whatever their origin, in particular (but not exclusively) by regularly proceeding with back-ups of its Content.

ARTICLE 3. SUBSCRIPTION CONDITIONS

The Cockpit Service is automatically activated in each Client Project as soon as the Client uses a Scaleway Resource integrated with Cockpit. The Client therefore does not need to actively

subscribe to the Service, which is available natively. The Client then has access to Metrics and, in some cases, Logs enabling basic, non-exhaustive monitoring of its Resource.

The Client can also actively subscribe to Additional Options specific to Cockpit from its Account Management Console or via API or Devtools. Unlike the standard Cockpit Service, these Additional Options are generally subject to billing. The Client's Users must have sufficient IAM permissions on the Cockpit Service and the relevant Project(s) to perform Resource creation actions.

Prior to any subscription, the Client undertakes to study all the information made available to it by Scaleway, including the Documentation, in order to ensure the suitability of Cockpit Service for both its needs and uses.

The Additional Option Data export allows Scaleway data to be exported to a third-party service provider. The Client expressly acknowledges that Scaleway is in no way responsible for the subscription to and use of the associated services of this third-party provider. The Client must also have subscribed to the third-party provider's services before activating the Additional Option Data export. The latter may also incur costs with the third-party provider, in addition to those generated by Scaleway: to this end, the Client is solely responsible for managing its export consumption and the costs thus incurred.

ARTICLE 4. CONDITION OF USE

4.1 General information

The Client acknowledges that it has all the technical knowledge necessary to ensure the proper use of the Cockpit Service.

The Client is solely responsible for the installation, operation, configuration and maintenance it deploys as part of Cockpit Service. Scaleway is responsible for the management and maintenance of the infrastructure on which the Cockpit Service relies. The Client remains responsible for the administration and management of the Service, as well as all Metrics, Logs and Traces that it processes and ingests. It is advisable to protect against the occasional loss of this data.

The Client is also solely responsible for the installation, operation and configuration of the Resources, Custom Datasources, services provided by a third-party provider and environments (infrastructures, applications, software, clusters, etc.) that it deploys and monitors using the Cockpit Service.

4.2 Compliance with regulations

The Client undertakes to comply with all requirements relating to the use of the Cockpit Service and its Additional Options and not to use them in a prejudicial manner or for purposes that are unlawful or contrary to the regulations in force.

Scaleway reserves the right to suspend the Cockpit Service, in whole or in part, without notice, in the event of non-compliance with these provisions by the Client.

4.4 Scaleway indications

Contrary to a Custom Datasource, which is created at the Client's initiative and can be deleted at any time, a Scaleway Datasource is created automatically, without any action on the part of the Client, when an integrated Resource is used for the first time. The latter cannot be deleted by the Client; deletion occurs automatically when the associated Project is deleted.

The Client cannot ingest its own data into a Scaleway Datasource, as it is strictly read-only.

The deletion of a Custom Datasource results in the immediate and permanent deletion of all associated data. This data cannot be recovered by any means. The deletion of a Project results in the automatic deletion of Scaleway Datasources, and the associated data will therefore also be deleted immediately and permanently.

The retention period for this data is configurable. By default, Metrics are retained for thirty-one (31) days, while Logs and Traces are retained for seven (7) days. It is the Client's responsibility to anticipate whether they need a longer history and to plan for an extension of the retention period. It should also be noted that reducing the retention period of a Cockpit Data Source will result in the immediate and permanent deletion of all data older than the new retention period. This data cannot be recovered by any means. Any extension beyond the default values is subject to a charge.

The Cockpit Service may also be used by the Client to export, in real time, all or part of the data (Metrics or Logs) collected natively by Scaleway to an external Endpoint, in accordance with the terms and conditions described in the Documentation. The volume of data exported depends on the consumption of Scaleway Resources and may therefore vary over time. To this end, the Client is solely responsible for monitoring the volume of data exported. Data transfer only begins once activated by the Client; it is not possible to export data that has already been ingested.

The Client has the option of creating alerts on Cockpit Datasources, whether they are Scaleway Datasources or Custom Datasources. The Client can thus activate alerts preconfigured by Scaleway or create customised alerts with notifications.

Cockpit Datasources can be viewed using dashboards. The Client can create its own dashboards or use the pre-built (read-only) dashboards provided by Scaleway.

4.5 Content Backup

The Client is reminded that, pursuant to the General Terms of Services, it is solely responsible for the management of Content hosted as part of the Services and that it is the Client's responsibility to implement any measures necessary to guarantee the continuity of said Content, such as by performing any necessary remote, secure and duplicated backup operations. Scaleway cannot be held liable, on any grounds whatsoever, for the loss, deterioration, or accidental destruction of this Content, howsoever caused.

Under no circumstances shall Scaleway be held liable in any way whatsoever for the accidental loss, damage or destruction of the Client's Content, regardless of its origin.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

These Specific Conditions shall come into force upon their acceptance by the Client; the Cockpit Service shall take effect from the moment the Client uses a Scaleway Resource integrated into Cockpit. They shall remain applicable for an indefinite period, in accordance with the provisions of Article 5 of the General Terms of Services.

The Additional Options provided as part of the Cockpit Service take effect from the date of subscription via the Account Management Console, API or Devtools and remain in force for an indefinite period until their effective termination under the conditions defined below.

5.2 Termination

As the Cockpit Service is made available to the Client on a native basis, termination of the Service is only possible by terminating the Client's Account, in accordance with the General Terms of Services.

Termination of Additional Options is possible at any time and becomes effective immediately after the Client submits a termination request via its Account Management Console.

ARTICLE 6. FINANCIAL CONDITIONS

The Cockpit Service is provided at no additional cost for default collection and retention.

Nevertheless, the Client acknowledges that if they subscribe to an Additional Option that gives rise to invoicing, the price and the terms of payment and invoicing are detailed on the Scaleway Website and within the Account Management Console.

At the end of the subscription month, and thereafter at the end of each month during which a Web Hosting Service has been used by the Client, an invoice is issued and shall be paid via the payment method indicated by the Client, on the understanding that the default payment method is the one registered by the Client when the account was set up.