

GENERAL TERMS OF SERVICES

Version of 17/07/2024

These general terms of service (hereinafter the "General Terms of Services") are entered into between Scaleway, a French simplified joint stock company ("*société par actions simplifiée*") with a share capital of 214,410.50 euros, having its registered office at 8, rue de la Ville l'Évêque, 75008 Paris, France, and registered in the Paris Trade and Companies Register under number B 433 115 904 (hereinafter "Scaleway") and any natural or legal person being the Contract older and subscribing to any Services provided by Scaleway (hereinafter 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 Identifiers.
- **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) Regulation (EC) No 2271/96 of November 22, 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) section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung), (iii) articles 225-1 and 2 of the French Criminal Code (including guidance provided by the French DGT in its June 15, 2016 FAQs in answer to question 64), (iv) the UK Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2019, and/or (v) similar foreign blocking regulations relating to the protection against the effect of the extra-territorial reach of foreign legislations, to the extent these 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 Organisations 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 Organisation.
- **Confidential Information**: means any information, irrespective of its medium or nature, disclosed by one of the Parties to the other Party within the framework of the Contract and which is specifically identified as “confidential” by the disclosing Party or whenever its context and/or content make it reasonable to assume that such information is confidential and/or that its disclosure might result in harm for the disclosing Party, including financial, strategic, or reputational harm.
- **Content**: means all data, information, images, sounds, videos, objects, files, tools, systems, applications, software, infrastructures, websites 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.
- **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.

- **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 otherwise, acts of a similar nature, strikes, sabotage, theft, acts of vandalism, computer hacking due to a “zero-day” vulnerability, explosions, fires, lightning, floods and other natural disasters, third-party operator failures and third-party actions.
- **Identifiers**: 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.
- **Organization**: means, where applicable, one or more projects created by the Client within its Customer 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 all information pertaining to the Client (or, when the Client is a legal person, its representative(s)), either directly or indirectly, in particular via reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more characteristics that are specific to the person’s physical, physiological, genetic, mental, economic, cultural or social identity and that may be disclosed or made available in connection with the formation and performance of the Contract.
- **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 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 Agreement 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.
- **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, at any time, (a) any person that is subject to asset-freeze measures as designated by any Sanctions Authorities, (b) any person directly or indirectly owned or controlled (as such terms are interpreted in accordance with applicable Sanctions Laws and Regulations) by any such person or persons described in the foregoing clause (a).
- **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.
- **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.
- **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 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

The purpose of these General Terms of Service is to define the respective rights and obligations of Scaleway and the Client in connection with the use by the Client of the Services provided by Scaleway.

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. The Data Processing Agreement;
2. The Specific Conditions applicable to the Services subscribed by the Client;
3. These General Terms of Services' appendices:
 - a. Appendix 1 : Specific Conditions regarding Consumers;
 - b. Appendix 2 : Specific Conditions applicable to Beta Services;
4. These General Terms of Services.

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 cancels 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, including any Services provided by Scaleway free of charge or on a trial basis.

Specific provisions applying to Clients who are "consumers" within the meaning of the preliminary article of the French Consumer Code are set out in Appendix 1 " Specific Conditions regarding Consumer".

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 a Scaleway Client Account, the Client shall register on Scaleway's Website. The Client must (i) have a valid email address which it must confirm by email, (ii) fill in the required information and (iii) validate the following General Terms of Services as well as the Data Processing Agreement.

Once the Client Account has been created, the Client may subscribe to the Services. Subscription to such Services will only be finalized once (i) the Client has provided all the remaining required information, in particular a valid means of payment and (ii) the subscription has been validated by Scaleway.

The information provided by the Client is deemed to be declarative and is given under Client's sole responsibility. Regarding legal entities or Clients who are considered as "professional" within the meaning of the preliminary article of the French Consumer Code, the Client undertakes to ensure that the Client Account holder is the Client's legal representative or any duly authorized natural person.

As part of Scaleway "Know Your Customer" (KYC) and anti-fraud policy, the Customer acknowledges that above a certain volume of consumption of Services, Scaleway reserves the right to carry out an identity check. To this end, the Client must provide a copy of a valid identity document of the legal representative holding the Client Account.

The Client undertakes to provide documentary proof when first requested by Scaleway, such, as in particular:

- A summary of the information held by the Trade and Companies Register (good standing sheet) or the Trades Register or proof of the Client's membership of the governing body for a profession that was issued less than three months previously;
- A document on the company's letterhead, duly signed by its legal representative and bearing its commercial stamp, attesting the Client's authority to bind the company.

Scaleway may also carry out a transaction for an amount less than or equal to one euro (1€) when adding a credit card as a new means of payment by the Client, in order to check the validity of said card and to ensure the Client's solvency. This operation is financially neutral for the Client insofar as a credit transaction of the same amount is carried out for the Client within a maximum period of twenty-four (24) hours following said operation.

4.1.2 Subscription to the Services

Once its subscription has been confirmed by Scaleway, the Client or the Users may subscribe and manage the Services via the Account Management Console as well as, depending of the situation:

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

Any subscription to the Services and validation of the applicable Contractual Document carried out by the Client or by the Users, in particular within the framework of any Organization to which the latter may have access, via the means described herein above, are deemed to have been accepted by the Client and shall commit the Client to complying with its contractual obligations.

To use the Services, the Client must have an Internet connection throughout the duration of the Services. Scaleway may not be held liable for partial or total unavailability of the Services due to the said Internet connection.

Unless expressly authorized otherwise by Scaleway, the Client is only authorized to use the Services in the context of its own professional activity mentioned in the said documents, with which the Client undertakes to comply.

Scaleway reserves the right to carry out a compliance and creditworthiness study of the Client when an order is placed for a Service, and to refuse the order.

4.2 Choice of the Services

The Client acknowledges having checked 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 sufficient capacity and the knowledge required to enter into the Contract and use the Services.

The Client is informed that, due to the nature thereof, the Services are not designed to be used for sensitive or high-risk activities, and in particular are not intended for:

- Facilities associated with nuclear activities;
- Activities that are classified as being of critical importance;
- Facilities that are regulated for the protection of the environment;
- Air navigation ;
- Individual safety ;
- The storage and/or processing of classified military data, within the meaning of the applicable regulations.

The Client alone will remain responsible for the compatibility of the subscribed Services with the activities it carries on by means of said Services and with the regulations that are applicable to said activities.

4.3 Export control and Sanctions Events

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 the Client itself and, as the case may be, its Affiliates, are not subject to any sanctions, prohibitions or restrictions, in particular those established by France, the European Union or its Member States, the United Nations Security Council, the USA or any other relevant government body. Scaleway reserves the right to refuse subscriptions of Services from countries that are subject to trade restrictions or other sanctions, or by citizens of said countries or persons who are subject to sanctions.

The Client warrants that it has obtained all the authorisations that may be necessary for the export of all items, regardless of their nature, that may be subject to export control, prior to any exports. In this regard, the Client shall hold Scaleway harmless from all damage that results, directly or indirectly, from non-compliance by the Client with the regulations on export control and, more generally, with the Contract. Scaleway also reserves the right to terminate the Contract and/or cancel all or part of the Services without delay, in the event that the Client is blacklisted by a US, European or French administrative authority for the export of the Services.

4.3.2 Sanctions Events

The Parties and their respective directors, officers, employees and agents shall perform the Partnership Agreement in compliance with applicable Sanctions Laws and Regulations and shall refrain from engaging in an activity that would expose the Parties to a Sanctions Event. To that effect, 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) business days of the occurrence of this Sanctions Event and its impact on the performance of the Contract.

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.

The prices are expressed in euros exclusive of taxes and are net of all duties, taxes or charges, which will remain the Client's exclusive responsibility. Scaleway reserves the right to pass on, without delay, all new applicable taxes or charges, as well as all increases in the rates of the taxes that already exist.

The prices stated on the Scaleway Website may be modified at any time, without notice, and are immediately applicable to all new Service subscriptions.

The prices that are applicable to the Services under subscription by the Client can be modified by Scaleway at any time and as of right, provided that the Client is informed thereof by email at least one (1) month before the entry into force of the price modification, in accordance with article 13 of these General Terms of Services. If the Client does not cancel the Services concerned by the price modification within said time-limit of one (1) month, the Client will be deemed to have accepted the new prices of the Services.

ARTICLE 7. INVOICING AND PAYMENT

7.1 Invoicing

Except as otherwise provided for in the Specific Conditions, the amounts owed by the Client under the Contract will be billed through monthly invoices that are notified to the Client by email and that can be accessed in electronic form in the Account Management Console. Each invoice can also be consulted in the Client's Account Management Console, for a period of five (5) years as from the date of issue, until the Contract is terminated. The Services are invoiced on the basis of the information identified by Scaleway's information system, which is authoritative and fully binding on the Client.

All invoice disputes by the Client must be notified within a maximum time-limit of one (1) month as from the invoice date of issue. Thereafter, the principle and the amount of the invoice will be deemed to have been accepted, and Scaleway will not accept any dispute for the invoice at issue.

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).

If the Client chooses payment by direct debit, the Client must fill out the direct debit authorisation provided for this purpose by Scaleway in the Client's Account Management Console, and undertakes to complete, together with its bank account details, to the address stated on the authorisation form. Moreover, the Client must first have entered a valid credit card in its Client Account in order to be eligible for payment of its Services via direct debit.

If the Client has entered several valid means of payment on its Account Management Console, the Client expressly agrees that Scaleway may debit the amounts that are invoiced and owed using any one of these means of payment, if the initial means of payment selected by the Client for the Service concerned is refused.

There is no cash discount for the early payment of invoices. Provided that it notifies the Client, Scaleway may obtain payment by offsetting amounts that the Client and Scaleway owe each other, which the Client expressly accepts.

The ending or the termination of the Contract, for any reason whatsoever, will cause all the amounts owed to Scaleway by the Client to fall due immediately.

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 fulfillment of its contractual and legal obligations, and undertakes not to use the Services in a manner or for purposes that are unlawful, wrongful or prohibited by the Contract or the applicable regulations.

The Client undertakes not to create multiple Client Accounts with the aim of (i) obtaining promotions, discount offers and/or other commercial advantages granted by Scaleway when creating a Client Account or (ii) circumventing the limitations and/or quotas applying to the Services.

The Client undertakes to log on regularly to its Client Account via the Account Management Console in order to (i) keep its personal details up to date (contact details, means of identification, bank details, etc.), (ii) consult the various information that may be communicated to it via this means and (iii) validate the new Contractual Documents (as well as any updates) that may be applicable in the context of its use of the Services. In the absence of express validation of the said Contractual Documents at the end of a period of four (4) months following their notification date, the Client acknowledges that such Contractual Documents will be tacitly validated and fully enforceable if the Client continues to use the Services concerned.

Fulfillment by the Client of the obligations set forth below is essential and is necessary in order for Scaleway to fulfill its own obligations compliantly. Consequently, Scaleway may not be held liable for the consequences that directly or indirectly result from failure to comply with these obligations by the Client.

8.2 Compliance with the legislation in force

The Client undertakes to comply with all the laws and regulations in force that are applicable to the Services and to the use thereof by the Client, without infringing upon third-party rights and without harming Scaleway's reputation. The Client also undertakes to implement the appropriate procedures, in connection with the use of the Services, in order to comply with the statutory, regulatory and contractual requirements that are applicable to its activity.

Pursuant to the legislation in force, Scaleway is not under a general monitoring obligation, or a general obligation to investigate events or circumstances that are indicative of unlawful activities. Consequently, and under penalty of the immediate suspension of the Services and/or the termination of said Services and/or the Contract by Scaleway, at its discretion and without prejudice to all other rights and actions that Scaleway reserves the right to exercise or take, the Client undertakes to comply with, and ensure compliance with by all persons who use the Services, the regulations in force and in particular the following rules:

- Content that is circulated and/or made available on electronic communications networks and/or hosted using the Services must not breach the laws, regulations, practices or ethics charters, whether national or international, that are in force, as well as Scaleway's abuse policy. In particular, all Content that constitutes incitement to commit felonies, crimes, hatred, discrimination or violence, especially on the basis of ethnicity, nationality, race or religion, gender, sexual orientation or identity or a disability, incitement to defend crimes against humanity publicly, incitement to commit and/or the commission of acts terrorism and the public defense thereof, or that contains elements of child pornography, is strictly prohibited;
- All Content that is violent in nature, that constitutes incitement to terrorism, that could seriously infringe upon human dignity or incite minors to participate in games that are a threat to their physical safety or that is pornographic is strictly prohibited, in particular if it can potentially be seen or observed by a minor;
- The Client undertakes not to infringe third-party rights, whether through its conduct or the Content it makes available or obtains using the Services, in particular by means of:
 - Dissemination of Content that may constitute defamation, abuse, disparagement or violate privacy, right of privacy, accepted standards of behavior or public order, or that contains abusive, violent or hateful statements;
 - The distribution of tangible or intangible goods that are protected by an intellectual property right.
- The Client undertakes not to hack or attempt to hack third-party computer systems, not to defeat or attempt to defeat the measures implemented by Scaleway to restrict access to certain Services, not to use the Service improperly or fraudulently in such a way, in particular, as to threaten the stability and the security of Scaleway's systems or that could cause degraded performance of the Services provided to other clients, not to host aggressive botnet-type services, not to spread or attempt to spread viruses or any programmes that are designed to cause harm and not to send emails under unlawful circumstances (e.g. by spamming or email bombing);

- The Client undertakes not to carry out or attempt to carry out any intrusion operations on Scaleway's Services and other infrastructures (and more particularly Scaleway's information systems as well as mutualized Services and/or Services provided to Scaleway's other customers), with the exception of penetration testing duly authorized by Scaleway within the framework of a dedicated agreement signed by the Client and Scaleway ;
- The Client also undertakes not to engage in any harmful practices, such as but not limited to: crypto-currency 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 cancel 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 is responsible for managing the risks that are inherent in the Services and solely assumes the risks and liability in connection with all the software and services that are present, used and/or hosted by the Client or the third parties acting on its behalf and/or in its name for the Services and will be solely responsible for the Content.

The Client must, in particular, the adequate level of training of the Users authorized to operate the Services, deploy the requisite resources in accordance with best business practices in order to restrict accesses to the established functional requirements alone and audit access to active Services at regular intervals.

The Client alone is responsible for managing its Content, as well as the environments and systems it implements on the infrastructures provided as part of the Services, as Scaleway does not carry out any operations for this purpose (such as, in particular but not limited to, a business continuity plan for the Client, a business recovery plan for the Client, or firewalls for the Client's environments).

SCALEWAY DOES NOT ACCESS OR CONSULT SAID CONTENT AND DOES NOT PERFORM ANY BACK-UP OPERATIONS. IT IS THE CLIENT'S SOLE RESPONSIBILITY TO IMPLEMENT ANY MEASURES NECESSARY TO GUARANTEE THE CONTINUITY OF ITS CONTENT BY PERFORMING ANY NECESSARY REMOTE, SECURE AND DUPLICATED BACK-UP OPERATIONS (OR OTHER MEANS IT DEEMS NECESSARY) IN ORDER TO PROTECT ITSELF AGAINST ANY LOSS, DELETION, ALTERATION, CORRUPTION OR MODIFICATION OF SAID CONTENT. IT IS ALSO THE CLIENT'S RESPONSIBILITY TO REGULARLY AUDIT THE BACK-UPS PERFORMED AS WELL AS THE INTEGRITY OF THE CONTENT BACKED UP.

The Client undertakes to take all necessary precautions to protect its own Content, data and/or software, in particular against infection by any viruses that circulate on the internet and hijacked use by third parties of the access provided to the Client.

To ensure the security and confidentiality of its Content, it is the Client's responsibility to encrypt its Content by using the technique that the Client considers most appropriate.

In order to maintain the level of security of the Services, the Client must update the software without undue delay, in particular the software for which a security vulnerability was identified by the Client, the publisher 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 requisite measures in order to preserve the integrity, authenticity and confidentiality of the data that is sent over the internet. Scaleway cannot be held liable for any damage that may befall the Client as a result of use of the internet.

8.5 Insurance

The Client undertakes to purchase, from a reputedly 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. The Client and its insurance company shall waive all recourse against Scaleway and its insurance company.

8.6 Identifiers

The Client's means of authentication, including its Identifiers, are personal and confidential. The Client alone is responsible for their safekeeping and use, including by the third parties and the members of its personnel to whom it disclosed them. Unless the disclosure is attributable to Scaleway, Scaleway cannot be held responsible for any disclosure, loss or fraudulent use of the Client's identifiers.

Scaleway reminds the Client that the passwords that are provided to it for the Services must be changed by the Client upon receipt, in accordance with the best practices in the field, in particular in terms of password strength.

The Client undertakes, in particular:

- To maintain the secrecy of its means of authentication and not to disclose them to any third parties, in any way whatsoever, including to Scaleway's Technical Support;

- To use passwords of sufficient length and complexity;
- To change such passwords on a regular basis;
- To apply, as a minimum, the same security rules, to its email address.

In the event of loss or theft or, more generally, of hijacking of its Identifiers, the Client undertakes to inform Scaleway without delay, via the means made available to it by Scaleway, in particular by contacting Technical Support, to change the Identifiers concerned using the Account Management Console, and also to revoke any API tokens and encryption keys that are potentially compromised. Scaleway cannot under any circumstances be held liable for the harmful consequences that may arise due to the loss, theft and/or misappropriation of said Identifiers or for the consequences of any other form of hacking.

Scaleway strongly recommends the Client to use the 2FA feature to strengthen security when logging in to its Account Management Console.

ARTICLE 9. CONDITIONS FOR IMPLEMENTING THE SERVICES

In the context of the provision of the Services Scaleway shall use its best efforts:

- To use the technical and organizational resources that are necessary to ensure continuity of the Services provided by Scaleway (it being specified that the Client remains responsible for managing its information systems and for the continuity of the environments it deploys by means of the Services);
- To maintain the Services in operational condition, in particular by carrying out maintenance operations and/or replacing defective equipment making up the infrastructures used in the performance of the Services, in accordance with the terms and conditions set out in article 10 below. Notwithstanding the above, and subject to the applicable Special Conditions, the Client remains responsible for the maintenance of all environments (applications, software, operating systems, etc.) and third-party solutions that it deploys within the framework of the Services.

ARTICLE 10. SUPPORT

Scaleway provides free access to the Documentation relating to the Services available on the Scaleway Website in order to help the Client to independently resolve any problem encountered in using the Services. Failing this, the Client also benefits from a basic level of Technical Support, which the Client can contact by creating a support ticket in its Account Management Console.

Furthermore, in the event of a Technical Incident, it is the Client's responsibility to notify Technical Support so that the latter can investigate the causes of the Technical Incident and take any appropriate measures to resolve it. Technical Support may notably be required to access the Client's resources as part of the diagnostic and other operations performed in order to resolve the Technical Incident. The Client can monitor the status of all its support tickets and communicate with Technical Support via its Account Management Console.

The role of Technical Support is not to intervene in connection with problems associated with Third-Party Solutions and non-Scaleway services.

Scaleway also offers other levels of technical support, which the Client may select, in order to benefit from additional characteristics, functionalities and service levels, as described on the Scaleway Website and/or in the Specific Conditions that are applicable to the Services for which these additional levels of assistance are offered.

In all its communications with Scaleway, the Client must identify itself and mention the Service that is experiencing a Technical Incident. For security reasons, Scaleway cannot process any incomplete requests.

The Client undertakes to act appropriately and respectfully during its correspondence with Technical Support.

With regard to said Technical Support, Scaleway is only under a best-efforts obligation.

ARTICLE 11. SUSPENSION

Without prejudice to the 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 right that Scaleway may have and without the Client being able to claim any form of indemnity (in particular, for any resulting loss of data, operating losses, loss of turnover and/or Service interruptions), in the following cases:

- Failure by the Client to comply with all or part of its contractual obligations, particularly in the event of :
 - Reporting of any illicit Content or behavior disseminated or perpetrated by means of the Services provided to the Client;
 - Non-payment of all or part of the Services;
- Cases of fraud or legitimate suspicion of fraud;
- Services being hacked or subject to cyber attacks;
- Services containing software for which security updates have not been installed by the Client;
- In the event of an attack or risk of an attack on the infrastructures or services of Scaleway and/or of its other clients;
- Request from a competent legal, regulatory, judicial or administrative authority.

Scaleway may also have to suspend all or part of the Services for maintenance purposes, without the Client being able to claim any form of indemnity. The dates of the maintenance operations will be published on the Scaleway Website (a) with a minimum of forty-eight (48) hours' notice for scheduled maintenance, or (b) in a timely manner in the event of maintenance that requires urgent work (in particular if there is a risk of the Services and/or Content being compromised).

In the event of the suspension and/or limitation and/or restriction of the subscribed Services, regardless of the cause thereof, the Client will remain bound by its obligations, in the knowledge that the suspension of the Services will not result in the invoicing thereof being stopped.

ARTICLE 12. TERMINATION

12.1 Termination for convenience

Subject to the provisions of any applicable Savings Plan and/or Specific Conditions, the Services that are subscribed online can be canceled 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 Organisation 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 cancel 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.

12.2 Termination for cause

Scaleway reserves the right to cancel 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:

Scaleway may cancel 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:

- 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;
- Sanctions Events against the Client;
- Breach of the obligations defined in article 4.3 of these General Terms of Services.

12.3 Consequences of termination

The Client shall manage all recovery and/or migration operations for all the Content that is stored on the Services provided to it; Scaleway will not intervene in any way in the implementation and/or

scheduling of said operations. It will therefore remain the Client's responsibility to ensure that it has recovered and/or migrated all of its Content on the date on which the Services end.

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 that remains stored by means of the canceled Services will be automatically and definitively deleted, regardless of the cause of said cancellation. Scaleway undertakes not to retain any copies of said Content.

All the clauses and conditions which, by their very nature, are intended to remain in effect after the Contract ends, shall remain in effect.

ARTICLE 13. CHANGES AND DEVELOPMENTS

The Services, including their characteristics and/or functionalities, as well as the conditions 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 cancel the affected Service, without the right to compensation, under the conditions provided for in article 12.1 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 cancel 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.

ARTICLE 14. LIABILITY AND WARRANTIES

14.1 Liability

Scaleway undertakes to implement all reasonable means in order to ensure the availability, the continuity and the quality of the Services. Nevertheless, in view of the state of the art, the network's reliance on hardware and software components belonging to third parties and the Client, as well as the nature of the network, the Services may from time to time be restricted, run in degraded mode and/or be suspended. Moreover, the Client is informed of the characteristics and uncertainties that are intrinsic to the internet and to remote communications, in particular in terms of continuity, performance, reliability, integrity, confidentiality and security. Consequently, Scaleway is under a general best-efforts obligation. Notwithstanding the foregoing, in case the Services are subject to a service level agreement (or "SLA"), Scaleway undertakes to respect the service level objectives described therein under an obligation of result.

EITHER PARTY'S LIABILITY SHALL ONLY BE TRIGGERED IN THE EVENT OF A FAULT ON ITS PART, WHICH IS PROVED BY THE OTHER PARTY. EITHER PARTY'S LIABILITY IS LIMITED TO DIRECT DAMAGE, TO THE EXCLUSION OF ALL INDIRECT AND CONSEQUENTIAL DAMAGE AND, IN PARTICULAR, OPERATING LOSSES AND LOSS CAUSED BY BUSINESS INTERRUPTION, LOSS OF CUSTOMERS, FINANCIAL LOSS AND OTHER FORMS OF LOSS OF TURNOVER, CONSEQUENCES OF THIRD-PARTY ACTION, AND HARM TO REPUTATION OR BRAND IMAGE.

SCALEWAY'S LIABILITY MOREOVER CANNOT BE TRIGGERED IN THE EVENT OF THE FOLLOWING:

- AN ORDER REFUSAL BY SCALEWAY FOR THE REASONS PROVIDED FOR IN THE CONTRACT AND, IN PARTICULAR, IN THE EVENT OF A STUDY OF THE CLIENT'S COMPLIANCE OR CREDITWORTHINESS, THE FINDINGS OF WHICH ARE UNFAVOURABLE;
- HACKING, DISSEMINATION OF VIRUSES, INSTALLATION OF RANSOMWARE OR ANY OTHER TYPE OF MALWARE TARGETING THE CLIENT'S EQUIPMENT, ENVIRONMENTS, SOFTWARE AND OTHER CONTENT AND/OR ARISING FROM ACTIONS OR OMISSIONS ATTRIBUTABLE TO THE CLIENT, WHO IS SOLELY RESPONSIBLE FOR THE PROTECTION AND SECURITY OF THE LATTER;
- HIJACKING OF THE IDENTIFIERS AND, MORE GENERALLY, OF ALL INFORMATION THAT IS SENSITIVE FOR THE CLIENT AND THAT IS USED FRAUDULENTLY BY A THIRD PARTY;
- LOSS, DELETION, ALTERATION, CORRUPTION OR MODIFICATION OF CONTENT (AND IN PARTICULAR DATA), IT BEING EXPLICITLY POINTED OUT THAT THE CLIENT IS SOLELY RESPONSIBLE FOR PROTECTING ITSELF AGAINST THESE TYPES OF RISK AND THAT SCALEWAY DOES NOT PERFORM ANY CONTENT BACKUP OPERATION AS PART OF THE SERVICES;
- DAMAGE THAT RESULTS FROM FAILURE BY THE CLIENT TO FULFILL ITS OBLIGATIONS WITH REGARD TO SCALEWAY;
- DAMAGE THAT RESULTS FROM AN ACTION OR OMISSION BY A THIRD PARTY BEYOND THE REASONABLE CONTROL OF SCALEWAY;
- IMPROPER USE OF THE SERVICES BY THE CLIENT;
- INADEQUACY OF THE SERVICES TO CLIENT'S NEEDS (PARTICULARLY WITH REGARD TO THE NATURE OF THE SERVICES AND THE CONTENT);
- FAILURE BY THE CLIENT TO MEET THE PREREQUISITES AND COMPLY WITH THE TECHNICAL SPECIFICATIONS FOR THE SERVICES;
- SUSPENSION OF SERVICES IN ACCORDANCE WITH ARTICLE 11 OF THESE GENERAL TERMS OF SERVICES, NOTABLY IN THE EVENT OF A REPORT OF AN ILLICIT CONTENT OR AN UNLAWFUL BEHAVIOR DISSEMINATED OR PERPETRATED BY MEANS OF THE SERVICES PROVIDED TO THE CLIENT.

By express agreement between the Parties, 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 their 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.

NOTWITHSTANDING ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW (AND IN PARTICULAR IN THE EVENT OF PERSONAL INJURY, FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT), AND WITH THE EXCEPTION OF AMOUNTS TO BE PAID TO A THIRD PARTY UNDER ARTICLE 15.3 BELOW, THE CUMULATIVE ANNUAL LIABILITY OF SCALEWAY (INCLUDING ANY OF ITS SUBCONTRACTORS AND SUPPLIERS), DULY ESTABLISHED, SHALL NOT SHALL NOT, FOR ALL LOSSES, BREACHES, DAMAGES, TORTS, INCIDENTS, INDEMNITIES, COMPENSATION, CREDITS, PENALTIES, AND OFFSETS COMBINED, EXCEED THE AMOUNTS PAID BY THE CLIENT IN CONSIDERATION FOR THE SERVICES PERFORMED IN THE SIX (6) CALENDAR MONTHS PRECEDING THE HARMFUL EVENT THAT GAVE RISE TO THE LIABILITY.

14.2 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 15. INTELLECTUAL PROPERTY

15.1 Right of use

Each of the Parties shall remain the owner of all the elements in its possession that are protected by intellectual property rights, as well as of the rights pertaining thereto. The Contract does not transfer any proprietary rights or grant any assignment or licensing of intellectual property rights. The Parties are therefore not authorized to exploit, display publicly or reproduce said elements, in whole or in part, without the prior written authorisation of the Party concerned, at the sole discretion of said Party.

The Client shall remain the proprietor or holder of all the Content that it imports in connection with the Services and shall alone be responsible for obtaining the authorisations and rights of use for the elements, software applications and Content that it uses in connection with the Services. The Client shall hold Scaleway harmless from all infringement actions, claims to title and other claims against Scaleway that are made by any third parties who cite the infringement of an intellectual property right, the origin of which is the unlawful use, distribution, storage or possession by the Client of a software application, Content, or of any other element that benefits from intellectual property protection.

The Contract does not confer on the Client any proprietary right to all or part of the elements of the Services provided to it, as well as, more generally, to the IT infrastructure that is implemented or developed in connection with the Contract. The Contract merely confers on the Client a non-exclusive right to use the elements provided to it in connection with the Services, in accordance with the Contract and with Scaleway's recommendations, throughout the period for which the Services concerned are subscribed and within the limits of the terms and conditions applicable to said Services. The Client shall strictly refrain from reproducing, distributing or altering any aspect of the services proposed by Scaleway and/or of the Services, and all documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever, and from decompiling, disassembling, reverse engineering or altering them in any way.

15.2 Feedbacks and suggestions

For their 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 this conferring any intellectual or industrial property right or any other form of right on the Client.

15.3 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), (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 cancel the affected Services as of right.

15.4 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 Customer 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.

Unless otherwise specified on the Scaleway Website or the Account Management Console, the Client acknowledges that provision of the Services is exclusive of royalties, subscriptions, taxes,

third-party software licenses, or any other means of remuneration that may potentially be claimed by rights holders, through the Client's use of the Services, all of which are exclusively borne by the Client.

ARTICLE 16. PERSONAL DATA

Under the Contract, the Parties may obtain, collect and/or have access to personal data ("Personal Data") within the meaning of the GDPR, concerning natural persons and, in particular, the employees and clients of the other Party and the employees of the other Party's sub-contractors and/or partners (the "Data Subjects").

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.

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.

The adverse party is informed that Scaleway has appointed a Personal Data Protection Officer who can be contacted at dpo@iliad.fr for matters concerning the Personal Data.

For all requests for information concerning the protection of personal data, as well as for all notifications of security breaches, said party 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 17. 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 18. FORCE MAJEURE

The Parties shall not be liable for any loss, damage, delay, 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 a Party becoming a Sanctioned Person, each of the Parties may cancel the affected Service, by registered letter with proof of receipt, without any indemnity being owed by either Party. The cancellation shall then take effect on the date of receipt of the registered letter.

ARTICLE 19. MISCELLANEOUS

19.1 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 demand that the Client disclose all information that could justify the assignment of the Contract by the Client. Scaleway may, without restriction, assign, transfer, change obligor with respect to or dispose of all or part of its obligations, rights, titles or interests under the Contract to all third parties and, in particular, to its Affiliates.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 Election of address for service

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

19.8 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 20. LANGUAGE – GOVERNING LAW – SETTLEMENT OF DISPUTES

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.

ALL DISAGREEMENTS THAT ARE NOT RESOLVED AMICABLY WITHIN THIRTY (30) DAYS OF ITS NOTIFICATION WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY NOTICES, INCLUDING FOR URGENT PROCEEDINGS OR INTERLOCUTORY OR EX PARTE PRECAUTIONARY PROCEEDINGS.

APPENDIX 1 - SPECIFIC CONDITIONS REGARDING CONSUMERS

The provisions described in this Appendix apply only to customers who are "consumers" within the meaning of the introductory article ("*Article Liminaire*") of the French Consumer Code and are therefore not intended to apply to customers 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" customers, 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 canceled 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 cancellation 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 cancellation 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 customers 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 L111-8 of the 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 Services, including their characteristics and/or functionalities, as well as the conditions 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 cancel the affected Service, without the right to compensation, under the conditions provided for in article 12.1 of these General Terms of Services, at the latest within four (4) months 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 cancel 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.

ARTICLE 7. LIABILITY AND WARRANTIES

This article 14.3 “Legal warranty of conformity” supplements article 14 “Liability and warranties” of the General Terms of Services as follows:

14.3 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 19.7 “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 19.8 " Agreement on proof" of the General Terms of Services does not apply.

ARTICLE 10. LANGUAGE – GOVERNING LAW – SETTLEMENT OF DISPUTES

This article cancels and replaces article 20 "Language – 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 Customer 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 three hundred and fifty euros (€350) 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 their 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.