



Dataleon Terms and Conditions of Service and Use

DATALEON - GENERAL TERMS AND CONDITIONS OF SERVICE AND USE (GTCSU)

ARTICLE 1 - DEFINITIONS

Terms beginning with a capital letter in the GTCSU, whether used in the singular or plural, shall have the meanings given to them below.

Solutions

Refers to the operational functions listed in the appendix to the GTCU and made available to the Customer as part of the Application Services covered by the GTCU.

Data

Refers to the information, publications and, in general, the data in the Customer database, the use of which is the subject of these GTCSU, which may only be consulted by Users;

Identifiers

Refers to both the user's own identifier ("login") and the login password ("password"), provided after registration for the service;

Internet

Refers to all interconnected networks located in all regions of the world;

Intranet

Refers to the computer network specific to a company or organization, using TCP/IP protocols and, more generally, Internet technologies, which can be connected to the Internet;

Software Refers to any software provided by DATALEON to the Customer and in particular the associated Solutions.

Application service

Refers to the service offered in SaaS mode by DATALEON, enabling the use of the Solutions by the Customer;

User

Refers to the person under the responsibility of the Customer (employee, representative, etc.) who has access to the Application Services on their computer under the user license contracted by the Customer.

ARTICLE 2 - PURPOSE

The purpose of the GTCU is to define the terms and conditions applicable to the Services ordered by the Customer.

DATALEON grants the Customer, who accepts:

The right to access DATALEON's servers under the conditions defined below;

A right to end use of the Solutions;

A set of services defined below, including data hosting, application service maintenance, and technical support;
Advice and selection of the best integrations for the customer.

ARTICLE 3 – DESCRIPTION OF SERVICES

DATALEON provides application solutions hosted on Scaleway and/or on its own infrastructure, accessible via the Internet, as defined in the "License" article.

The Customer shall only use this right of access for personal purposes, in accordance with the access procedure defined by DATALEON.

ARTICLE 4 - DESCRIPTION OF APPLICATION SERVICES

1. APPLICATION APPLICATION HOSTED ON Scaleway.

2. DATALEON PROVIDES THE CUSTOMER WITH SOLUTIONS ACCESSIBLE ON CLOUD INSTANCES HOSTED BY

Scaleway in France via the Internet. Under the terms of the "License" section, DATALEON grants the Customer the non-exclusive right to use.

Under these GTCU, DATALEON undertakes to provide artificial intelligence (AI) model hosting services for the Customer, as well as data storage for the agreed processing period. This storage will be subject to the retention conditions specified in the ongoing negotiations between the parties.

DATALEON chooses the operator and network access provider. The Customer may not use another telecommunications operator for the Application Services it orders from the Service Provider.

3. APPLICATION SOLUTIONS HOSTED ON DATALEON'S INFRASTRUCTURE

DATALEON provides the Customer with access to the Solutions on its server via the Internet. Under the terms of the "License" section, DATALEON grants the Customer a non-exclusive right of use. DATALEON is responsible for hosting the Data and for the maintenance and security of the Solutions. Services are provided in accordance with the Quality Charter.

4. ACCESS TO SOLUTIONS

The Customer shall be the sole user of this right of access. The Customer may connect at any time except during maintenance periods, namely:

24 hours a day;

7 days a week;

Including Sundays and public holidays

The access procedure defined by DATALEON and appended hereto, as part of the Quality Charter, must be strictly adhered to by the Customer.

Access is provided:

from the Customer's computers;

from any mobile Customer computer;

using the Login Details provided to the Customer

ARTICLE 5 - APPLICATION QUALITY

The Customer is aware of the technical risks inherent in the Internet and the access interruptions that may result. Consequently, DATALEON shall not be held liable for any unavailability or slowdowns in the Application Services. Furthermore, DATALEON performs its services in accordance with the Quality Charter. DATALEON is unable to guarantee the continuity of the Application Services, which are performed remotely via the Internet, as acknowledged by the Client.

Furthermore, it is the Customer's responsibility to comply with the specified volume thresholds and to notify DATALEON in the event of an increase in its processing capacity requirements of at least 50% of normal usage.

DATALEON undertakes to implement effective controls to ensure that the Customer can access and use the applications concerned at the times specified herein.

DATALEON guarantees the implementation of compliant Application Services.

The Application Services may be suspended from time to time due to maintenance work necessary for the proper functioning of the DATALEON platform.

In the event of an interruption of the Application Services for maintenance, DATALEON undertakes to comply with the operating procedure described in Article 7 so that the Customer can be informed as fully as possible of the interruption and can take sufficient advance measures to avoid any disruption to its business.

DATALEON cannot be held liable for any impact this unavailability may have on the Customer's business as long as the operating procedure has been followed.

DATALEON shall be liable for any consequences of an interruption or suspension of the Application Services for maintenance if this procedure has not been followed and, in particular, if it has not notified the Customer two days in advance to allow it to anticipate the maintenance suspension and adapt its operations, if necessary.

DATALEON has set up a redundant system to ensure uninterrupted service.

This redundant system includes load balancing with parallel services running on the application and database simultaneously.

Thanks to this load balancing approach, user requests are distributed across several Cloud server instances, thus balancing the workload between them. This optimizes system performance and ensures high availability, even in the event of increased load or usage peaks.

In the event of an incident or failure on one of the servers, the redundant system ensures a seamless transition to

a backup server, thus avoiding any service interruption for the customer. This redundancy and load balancing guarantee continuity of operations and high availability of the services offered by DATALEON.

By using this approach, DATALEON ensures that its customers enjoy a smooth user experience and optimal performance, while minimizing the risk of major disruptions. Implementing load balancing is common practice for online service providers committed to providing reliable and robust solutions to their users.

ARTICLE 6 - LICENSE

DATALEON grants the Customer a personal, non-exclusive, assignable, and transferable right to use the Solutions for the entire duration of the GTCU and for its partners.

The Customer may assign or transfer this GTCU to its own customer subject to prior written notification to DATALEON. However, the Customer undertakes to remain responsible for compliance with the terms and conditions of this GTCU by its third-party customer.

The Customer may make the Application Services and Solutions available to third parties in the course of its professional activities for the specific needs of its customers. This includes the use of the Solutions on behalf of third parties and the provision of services based on the Solutions to third parties. Such use by third parties must be in accordance with their documentation and the terms of this EULA.

The right of use refers to the right to represent and implement the Application Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network. However, any other use of the Solutions outside this framework, including, but not limited to, any adaptation, modification, translation, arrangement, distribution, or decompilation, is strictly prohibited.

These modifications allow the Customer to assign or transfer the CGSU to its own customer, while clarifying that the provision of the Solutions to third parties is authorized, subject to compliance with the conditions set out in the CGSU.

The right of use refers to the right to represent and implement the Application Services in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network. The Customer may not under any circumstances make the Solutions available to a third party, and strictly refrains from any other use, including, but not limited to, any adaptation, modification, translation, arrangement, distribution, or decompilation.

ARTICLE 7 - MAINTENANCE

DATALEON is responsible for corrective and upgrade maintenance of the Solutions.

A telephone support service for dealing with anomalies is available Monday to Friday inclusive from 9 a.m. to 6 p.m. (GMT+2) – via the platform, chat orsupport@dataleon.ai ; Anomalies must be confirmed by email to the Service Provider without delay. DATALEON will diagnose the anomaly and then implement a correction.

In the event of a blocking anomaly, the report will be taken into account within two working hours.

DATALEON undertakes to correct the blocking anomaly within half a day at the latest after immediately proposing a workaround solution.

In the event of a semi-blocking anomaly, the report will be taken into account within 8 business hours at the latest.

DATALEON undertakes to correct the anomaly and/or propose a workaround that will allow the use of the features in question within 2 business days.

In the event of a minor anomaly, the report shall be taken into account within 48 hours at the latest and a correction to the minor anomaly shall be proposed in a new version of the Service, which shall be delivered as part of ongoing maintenance.

DATALEON is not responsible for maintenance in the following cases:

Refusal by the Customer to cooperate with DATALEON in resolving anomalies, in particular by responding to questions and requests for information;

Use of the Application Services in a manner that does not comply with their intended purpose or documentation;

Unauthorized modification of the Solutions by the Customer or a third party;

Failure by the Customer to fulfill its obligations under the GTCU; Installation of any software packages, software, or operating systems that are not compatible with the Application Services

; Use of incompatible consumables; Failure of electronic communication networks; Intentional acts of damage, malice, or sabotage;

Damage due to force majeure or misuse of the Application Services

However, DATALEON may, if possible, take responsibility for resolving malfunctions caused by the above-listed cases, at DATALEON's rates in effect on the date of intervention.

DATALEON undertakes to provide updated documentation for new versions of the Solutions. Corrections and upgrades to the Application Services are expressly subject to the GTCS.

Interventions relating to this service may render the service temporarily unavailable. They are carried out once a week after one day's notice and only outside working days and hours.

DATALEON guarantees that upgrades and new versions of the Software will not cause any regression in the performance or functionality of the Application Services.

DATALEON will perform antivirus updates on a weekly basis, only outside of business days and hours.

ARTICLE 8 - TECHNICAL SUPPORT

The Customer will receive a response by email between 9 a.m. and 6 p.m., Monday to Friday, within a maximum of 2 hours.

As part of the additional subscription to the on-call service outside business hours, the Customer will also benefit from a support service:

on Saturdays from 9 a.m. to 6 p.m.;

on Sundays from 2 p.m. to 6 p.m.;

Under the same terms and conditions as specified above.

ARTICLE 9 - TRAINING

At the Customer's request, DATALEON may provide training services under terms to be agreed upon by mutual agreement.

DATALEON will submit a training service proposal if its records of technical assistance and corrective maintenance of the Application Services reveal recurring problems in the Customer's use of the Services that are distinct from anomalies.

ARTICLE 10 - DATA PROCESSING

10.1 PERSONAL DATA

Within the framework of these GTCU, DATALEON undertakes to store the Customer's data, including personal data, on servers located in France, at Scaleway.

If the Data transmitted for the purposes of using the Application Services includes personal data, the Customer guarantees to the Service Provider that it has fulfilled all of its obligations under the French Data Protection Act of January 6, 1978, and that it has informed the individuals concerned of the use made of said personal data.

As such, the Customer indemnifies DATALEON against any recourse, complaint, or claim from any individual whose personal data is reproduced and hosted via the Application Service.

In the event that DATALEON decides to change the Cloud host and this involves the storage of artificial intelligence (AI) models and the processing of data on servers located in countries outside the European Union, DATALEON undertakes to inform the Customer in advance.

Before any migration of AI models or data processing to new locations, DATALEON will notify the Customer in writing of this change of host and provide them with all relevant information concerning the new location of the AI models and data. DATALEON also undertakes to communicate all useful and necessary information to enable the Customer to make declarations or obtain any specific authorization for

data transfer that may be required by the CNIL or any other competent authority.

DATALEON will take all necessary measures to ensure that this transfer of AI models and data processing is carried out in accordance with applicable legislation on the protection of personal data. The Customer will have the opportunity to request additional guarantees regarding the security and confidentiality of its AI models and data in the new storage location, and DATALEON will endeavor to respond to such requests to the extent possible.

It is important that the Customer is informed in a timely manner of any changes regarding the Cloud host and data processing so that it can take appropriate measures to ensure compliance with GDPR data protection laws and regulations. The Customer, as data controller, undertakes to enter into the standard contractual clause established by a decision of the European Commission of February 5, 2010, and to obtain the appropriate authorization from the CNIL.

10. 2 USE OF DATA

The Customer assumes any editorial responsibility for the use of the Application Services.

The Customer is solely responsible for the quality, legality, and relevance of the Data and content it transmits for the purposes of using the Application Services. It further guarantees that it holds the intellectual property rights allowing it to use the Data and content. Consequently, DATALEON disclaims all liability in the event of non-compliance of the Data and/or content with laws and regulations, public order, or the Customer's needs.

The Customer shall indemnify DATALEON upon first request against any damage resulting from a claim by a third party for breach of this warranty.

More generally, the Customer is solely responsible for the content and messages distributed and/or downloaded via the Application Services. The Customer remains the sole owner of the Data constituting the content of the Solutions.

10. 3 DATA SECURITY

Each Party undertakes to implement the appropriate technical means to ensure the security of the Data. Subject to Article 15, DATALEON undertakes to preserve the integrity and confidentiality of the Data contained in the Solutions. DATALEON shall implement technical and organizational measures to prevent any fraudulent access or use of the Data and to prevent any loss, alteration, or destruction of the Data.

10.4 DELETION OF DATA

Furthermore, DATALEON undertakes to respect the confidentiality and security of the Customer's data. Once the data has been processed and its initial purpose has been achieved, DATALEON undertakes to delete it securely and not to retain it beyond the period necessary for processing, unless specific legal obligations require otherwise.

This provision is intended to ensure privacy protection and compliance with applicable data protection regulations. DATALEON will take all necessary technical and organizational measures to ensure the secure deletion of data, thus preventing any unauthorized access or further unauthorized use.

The Customer may also request DATALEON to provide specific details on the measures taken for the deletion of data after processing, in order to ensure compliance with privacy policies and legal obligations regarding data protection.

ARTICLE 11 - TECHNICAL AUDIT

The Customer, after giving DATALEON at least 30 days or 4 weeks' written notice, may, at its own expense, have an audit carried out on the operating conditions of the Solutions and, more generally, on DATALEON's compliance with technical and security standards. To this end, the Customer shall appoint an independent auditor who is not a competitor of DATALEON in the SaaS market, who must be approved by DATALEON and who must sign a confidentiality agreement.

The audit must be conducted within the strict limits described above and may not cover DATALEON's financial, accounting, commercial, or HR data.

DATALEON undertakes to cooperate in good faith with the expert and to facilitate the audit by providing all necessary information and responding to all requests relating to the audit.

The audit will be conducted during DATALEON's working hours.

A copy of the audit report prepared by the auditor shall be provided to each party and shall be reviewed jointly by the Parties, who undertake to meet for this purpose.

ARTICLE 12 - FINANCIAL TERMS AND CONDITIONS 1 ROYALTIES

The financial conditions are set out in Appendix 1. The fees for the Services are indicated in euros and are exclusive of tax and expenses. The billing address is the address of the Customer's registered office.

It is expressly agreed that the amounts invoiced by DATALEON will be revised each year in line with the hourly labor cost index for all employees of companies belonging to the Syntec Federation.

The following services are excluded from the fee and will be invoiced separately:

training services,
technical support services,
and more generally any services not included in the SaaS offering.

12.2 PAYMENT TERMS

Monthly payment. Invoices are payable in advance, within 30 days of receipt, by bank transfer.

Starter, Starter Plus, and Pro subscriptions are subject to prior validation before activation. This validation requires:

Registration and validation of a direct debit mandate via the GoCardless platform, enabling secure and automated payments.

Confirmation by the user that they comply with the contractual conditions associated with the chosen package.

Until the direct debit mandate has been validated by the customer via GoCardless, the services associated with the chosen package cannot be activated.

In the event of non-validation of the mandate or rejection of the direct debit, the company reserves the right to suspend or refuse access to the services.

Those affected by the enterprise subscription or customization framework will be determined based on the customer's needs.

12.3 Notification Clause in the Event of Subscription Downgrade

The Customer may request a downgrade of their subscription, corresponding to a reduction in the services or features included (e.g., reduction in the number of bundles or decrease in activity). This request must be notified to the Service Provider in writing with three (3) months before it takes effect.

12.4 DEFAULT OF PAYMENT

Without prejudice to any damages, failure by the Customer to pay an invoice by its due date shall automatically result in:

The application of late payment interest equal to the legal interest rate, without prior notice and from the first day of delay;

Additional bank and management fees (collection follow-up, reminder letters and telephone costs, representation of rejected direct debits);

The immediate suspension of the Services;

The automatic termination of the GTCS within 30 days after DATALEON has sent a formal notice by registered letter with acknowledgment of receipt, which has remained unsuccessful.

12.4 NON-PAYMENT BY THE CUSTOMER

In the event of non-payment by the Customer of one or more invoices by the agreed due date, and after several warnings by the Service Provider to the Customer have remained without effect for a period of 20 days, the Service Provider reserves the right to unilaterally suspend the performance of the services provided for in these GTCS, without prejudice to other legal or contractual remedies, including the possibility of terminating the GTCS. The suspension of services shall not affect the Customer's obligation to pay all sums due, including collection costs, late payment interest, and any other sums contractually provided for in this regard.

The Service Provider shall not be held liable for the consequences of this suspension, and no compensation may be claimed by the Customer due to the temporary cessation or reduction of services.

The Customer undertakes to settle any outstanding invoices within 7 days of the suspension of services. Failing this, the Service Provider may consider terminating the GTCU, in accordance with the provisions of Article 12 relating to termination for non-payment.

12.5 REFUND AND WITHDRAWAL CONDITIONS

No refunds will be granted after a period of 15 days from the date of data processing. After this period, the processed data is no longer available in the Service Provider's systems.

As a result, any claims concerning this data can no longer be taken into account.

ARTICLE 13 - OWNERSHIP

The Customer is and remains the owner of all Data that it uses via the Application Services within the framework of the GTCSU.

The Customer is and remains the owner of all custom-developed solutions that it uses via the Application Services within the framework of the GTCU for its needs.

DATALEON is and remains the owner of the property rights relating to all elements of the Application Services and Solutions made available to the Customer, as well as, more generally, the IT infrastructure (software and hardware) implemented or developed within the framework of the GTCSU.

The GTCS does not confer any ownership rights over the Solutions to the Customer. The temporary provision of the Solutions under the conditions set out in the GTCS shall not be construed as the transfer of any intellectual property rights to the Customer, within the meaning of the French Intellectual Property Code.

The Customer shall refrain from reproducing any element of the Software, or any documentation relating thereto, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Customer may not assign all or part of the rights and obligations arising from the GTCU, whether in the context of a temporary assignment, a sublicense, or any other GTCU providing for the transfer of said rights and obligations.

ARTICLE 14 - WARRANTY OF TITLE

DATALEON declares and guarantees:

That the Solutions it has developed are original within the meaning of the French Intellectual Property Code that it holds all intellectual property rights enabling it to enter into the GTCU.

Where applicable, DATALEON shall indemnify and hold the Customer harmless from any claims for infringement of the Solutions. In this regard, it shall indemnify the Customer for any damages that the latter may be ordered to pay as a result of a final judgment based on the infringement of either a patent or a copyright in the country in which the Solutions were provided.

DATALEON represents and warrants that the Solutions are not likely to infringe the rights of third parties.

ARTICLE 15 - LIABILITY - FORCE MAJEURE

Each Party shall be liable for the consequences resulting from its faults, errors, or omissions, as well as the faults, errors, or omissions of any subcontractors it may have, which cause direct damage to the other Party.

Furthermore, in the event of a fault proven by the Customer, DATALEON shall only be liable for compensation for the financial consequences of direct and foreseeable damage resulting from the performance of the Services. Consequently, DATALEON shall under no circumstances be liable for any indirect or unforeseeable loss or damage suffered by the Customer or third parties, including, but not limited to, any loss of profit, loss, inaccuracy, or corruption of files or Data, commercial damage, loss of revenue or profit, loss of customers, loss of opportunity, cost of obtaining a substitute product, service, or technology, in connection with or resulting from the non-performance or faulty performance of the Services.

In all cases, DATALEON's liability shall be strictly limited to reimbursement of the amount actually paid by the Customer on the date of the event giving rise to liability, per user station, per day of interruption, based on average consumption.

Furthermore, DATALEON cannot be held liable for the accidental destruction of Data by the Customer or a third party who has accessed the Application Services using the Login Details provided to the Customer.

DATALEON shall in no event be held liable for any damage in the event of harm caused by an interruption or reduction in service by the telecommunications operator, the electricity supplier, or in the event of force majeure.

Neither Party shall be held liable for any breach of its obligations under the GTCU if such breach results from: a government decision, including any withdrawal or suspension of authorizations of any kind; a total or partial strike, internal or external to the company; a fire, a natural disaster, a state of war, a total or partial interruption or blockage of telecommunications or electrical networks, an act of computer piracy or, more generally, any other event of force majeure with the characteristics defined by case law.

The Party observing the event must immediately inform the other party of its inability to perform its service. The suspension of obligations or delay shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it give rise to the payment of damages or penalties for delay.

ARTICLE 16 - INSURANCE

DATALEON has taken out the necessary insurance to cover the risks associated with its business activities. It undertakes to provide the Customer with any supporting documents upon express request.

ARTICLE 17 - TERMINATION

In the event of a breach by one of the Parties of its contractual obligations, the GTCU may be terminated automatically by the other party after sending a formal notice by registered letter with acknowledgment of receipt, which has remained without effect. The formal notice shall indicate the breach(es) observed.

In the event of termination, the Customer shall cease to use all access codes to the Solutions and Application Services. However, in order to allow the Customer to complete any operations in progress, the Customer may claim a reasonable transition period not exceeding three months before effectively ceasing to use the Software.

Reversibility services will be implemented in accordance with Article 18.

17.2 NOTICE OF TERMINATION

The subscription may be terminated by either party with three (3) months' notice. This notice period shall commence upon receipt by the other party of written notice of termination.

It is specified that the month in which the termination request is made is not taken into account in the calculation of the notice period. Consequently, the termination will take effect at the end of the three (3) months following the current month.

During the notice period, the obligations of the parties shall remain applicable in accordance with the terms of the GTCU.

ARTICLE 18 - REVERSIBILITY

In the event of termination of the contractual relationship, regardless of the cause, DATALEON undertakes to return or, where applicable, destroy, free of charge, upon the Customer's first request made by registered letter with acknowledgment of receipt and within 30 days of receipt of such request, all Data and integrated solutions belonging to the Customer in a standard format that can be easily read in an equivalent environment.

The Customer shall actively cooperate with DATALEON to facilitate the recovery of the Data.

DATALEON will ensure that the Customer can continue to use the Data without interruption, either directly or with the assistance of another service provider.

During the reversibility phase, the levels of commitment will be reviewed. Upon request and for an additional fee, DATALEON may provide the service of reloading the Customer's Data onto the system selected by the latter, with the Customer being responsible for ensuring that everything is fully compatible.

At the Customer's request, DATALEON may provide additional technical assistance to the Customer and/or a third party designated by the Customer in connection with reversibility.

These support services will be billed at DATALEON's rates in effect at the time of notification of reversibility.

ARTICLE 19 - NON-SOLICITATION OF PERSONNEL

Each Party agrees not to hire or employ, directly or through an intermediary, any employee of the other Party without the latter's express prior consent. This agreement shall remain in force for the entire duration of the GTCU and for one year following its termination.

In the event that one of the Parties fails to comply with this obligation, it undertakes to compensate the other Party by paying it immediately and upon request a lump sum equal to three times the gross monthly remuneration of the employee at the time of their departure.

ARTICLE 20 - CONFIDENTIALITY

Each Party undertakes to (i) keep confidential all information it receives from the other Party, and in particular (ii) not to disclose the other Party's confidential information to any third party other than employees or agents who need to know it; and (iii) use the other Party's confidential information only for the purpose of exercising its rights and fulfilling its obligations under the GTCU.

Notwithstanding the foregoing, neither Party shall have any obligation with respect to information that (i) has become or becomes public knowledge independently of any fault on the part of the receiving Party, (ii) is independently developed by the receiving Party, (iii) was known to the receiving Party before disclosure by the other Party, (iv) is lawfully received from a third party not subject to any confidentiality obligation, or (v) must be disclosed by law or court order (in which case it shall only be disclosed to the extent required and after notifying the disclosing Party in writing).

The Parties' obligations with regard to confidential information shall remain in force throughout the term of the CGSU and for as long as, after its termination, the information concerned remains confidential to the disclosing Party and, in any event, for a period of 10 years after the termination of the CGSU.

Each Party shall return all copies of documents and media containing confidential information belonging to the other Party upon termination of the CGSU, regardless of the cause.

The Parties also undertake to ensure that these provisions are complied with by their staff and by any agent or third party who may be involved in any capacity whatsoever in the CGSU.

ARTICLE 21 - MISCELLANEOUS

The invalidity, nullity, lack of binding force, or unenforceability of any provision of the CGSU shall not invalidate, nullify, render unenforceable, or deprive of binding force any other provision, which shall remain in full force and effect. However, the Parties may, by mutual agreement, agree to replace the invalidated provision(s).

The GTCU is subject to French law, to the exclusion of any other legislation. If the GTCU is drafted in several languages or translated, only the French version shall be deemed authentic.

For the performance of these Terms and Conditions and their consequences, the Parties respectively elect domicile at their registered offices indicated at the beginning of these Terms and Conditions. Any change in the registered office or address of one of the Parties shall only be enforceable against the other Party eight calendar days after it has been duly notified.

In order to find a joint solution to any dispute that may arise in the performance of the GTCU, the Parties agree to meet upon receipt of a registered letter with acknowledgment of receipt notified by one of the two Parties. In the absence of agreement, at the end of a period of one (01) month from the date of dispatch of the written notification, all disputes arising from or in connection with these GTCU shall be settled by two arbitrators before the Paris Arbitration, Mediation and Conciliation Center.

ARTICLE 22 - USE OF THE SOLUTION BY OTHER CUSTOMERS

The Customer undertakes to inform Dataleon in writing, with one (1) month's notice, of any use of the solution for purposes other than those initially intended or on behalf of another company.

In this context, the Customer must provide Dataleon with the following information:

- The name of the company or partner concerned.
- The ID or SIREN number of the company concerned.

For each new company involved, Dataleon will determine whether a new deployment is necessary. If so, additional setup fees may apply, according to the terms agreed upon between the parties.

Dataleon reserves the right to review this use and ~~issue recommendations or additional conditions~~ **issue recommendations or additional conditions** if necessary and also for security reasons.

ARTICLE 23 - DORA (DORA – Digital Operational Resilience)

Dataleon has implemented a resilience governance system based on: A cybersecurity & DORA compliance committee, led by the technical department and the administrative & HR department.

A formalized ICT (Information and Communication Technologies) risk management policy, reviewed annually.

A business continuity and recovery plan validated by senior management and tested twice a year. Complete traceability of maintenance, updates, and incidents on its cloud infrastructure and internal servers.

ICT (Information and Communication Technology) risk management

Dataleon has mapped critical assets (applications, APIs, cloud environments, databases) and regularly assesses:

Technical vulnerabilities (penetration tests, automated scans).

Risks related to external dependencies (subcontractors, hosting providers, third-party APIs).

Human and organizational risks (access rights, errors, phishing).

Each risk is assessed using a probability/impact/detectability matrix and documented in the ICT risk management register.

Security and technological resilience. Encryption of sensitive data. Multi-factor authentication for all administrative access.

Real-time monitoring of logs, anomalies, and security events.

Redundant environments (daily encrypted backups).

Automated security updates and centralized patch management.

Incident reporting and management

Dataleon applies a strict internal procedure: Immediate detection and recording of any incident affecting data availability, integrity, or confidentiality.

Internal notification within 2 hours, and communication to the impacted customer within 24 hours in the event of a critical incident.

Documented post-mortem, with corrective action plan and monthly follow-up.

Digital resilience testing

Annual intrusion tests are carried out Article

Crisis simulation exercises and cloud security tests

— Dataleon (Scaleway)

Every six months, Dataleon conducts crisis simulation exercises and cloud security tests to ensure the resilience of its services and the protection of data.

Objectives

Test responsiveness to cloud incidents and cyberattacks.

Verify data and access security (IAM, MFA, RBAC/ABAC).

Check network configuration and public exposure.

The invalidity, expiry, lack of binding force, or unenforceability of any of the provisions of the C Validate service continuity and data restoration.

Continuously improve security posture and internal culture.

Main scenarios

Cyberattack/compromise: API key testing, resource isolation, alerts, and logs.

IAM access control: permission verification, MFA, and least privilege principle.

IP filtering and public exposure: Security Groups audit, VPC, scanning of accessible ports/services.

Data loss or corruption: restore testing from Object Storage or Managed Database.

Public data/unintentional exposure: audit buckets and APIs to detect any unauthorized access.

Cloud failure/continuity: multi-region failover testing and RTO/RPO verification.

Methodology

Preparation: definition of the scenario, scope, and validation by the CISO and management.

Execution: controlled simulation, alert monitoring, and log collection.

Analysis/improvement: debriefing, corrective action plan, updating of cloud policies.

Management involvement

Management, represented by Gérard TOKO, supervises the exercises to ensure strategic consistency, compliance, and a culture of security at Dataleon.

Each test results in a DORA compliance report, which is kept in internal documentation.

Managing risks associated with external service providers

Dataleon strengthens the security and resilience of its cloud services through regular crisis simulation exercises. Every six months, the company tests its Scaleway environment against various scenarios, including cyberattacks, data loss or corruption, and cloud outages. These simulations verify service continuity, data recovery capabilities, and the responsiveness of technical teams and management.

Access and data security are also a priority. Dataleon applies the principle of least privilege, manages permissions via IAM and MFA, and regularly audits access logs. The company continuously monitors the public exposure of resources, including IPs, Object Storage buckets, and APIs, to prevent any leakage of sensitive data.

The management of external service providers is integrated into the security strategy. All critical suppliers are evaluated according to DORA and cybersecurity standards. Specific contractual clauses ensure security, confidentiality, and business continuity, and an annual review allows risks to be scored and remediation plans to be defined if necessary.

Under the supervision of Gérard TOKO, Dataleon combines robust governance, technical monitoring, and continuous improvement. This approach ensures data protection, regulatory compliance, and a proactive security posture, while strengthening the trust of customers and partners.



Information sharing and continuous improvement
Dataleon participates in industry monitoring of cybersecurity and resilience through:
Partnerships with specialized players (cyber insurers, CERT, ISS consultants).
Continuous updating of internal security policies.
A training and awareness program for all employees.

