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## 1. Framework

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| --- | --- |
| Reference CT.AM.JUR.CGV | U 2.0 |
| Date March 13, 2024 |  |

## 2. Preamble

These general conditions of sale and use (hereinafter designated by the acronym “CGVU”), jointly with the appendix entitled Service Agreement, constitute a contract (below the ” \*\* Contract \*\* ”) Established between Cloud Temple, a joint -stock company Simplified regulated by French law, with share capital 13,425,850 euros, recorded in the Trade and Companies Register de Nanterre under number 825 400 336, whose head office is located Au *Belvedere 1 - 7 Cours Valmy Spaces, 92800 Puteaux, France*  (hereinafter referred to as “\*\* provider **“), and any entity, that it either natural or legal person, acting as consumer or professional, private law or public law, having subscribed to an infrastructure-as-a-service supply offer in accordance with Referential SecnumCloud (hereinafter referred to as”** customer \*\*“).

For the purposes of this contract, the customer and the service provider are respectively qualified as “part” when mentioned separately and “parts” when mentioned jointly. It is specified that the terms used with a capital letter in the of this contract are defined in accordance with the provisions of Article 1, entitled “Definitions”.

This reformulation aims to clarify and formalize the scope and stakeholders in the contract, while respecting conventions and precision required in legal language. \*\* It is previously recalled what follows \*\*

The service provider is positioned as an operator specializing in the cloud computing, notably offering services infrastructure as a service (IAAS), platform as Service (PAAS) as well as professional services (Professional Services).

All the services offered by Cloud Temple are available to the global scale for customers who subscribe to the offers presented On their online platform, accessible to the following address: https://www.cloud-temple.com.

In the presence of discrepancies between one or more provisions contained in annexed documents, the primacy will be granted to Hierarchically higher document.The most recent version and officially approved of a document wins over all of its versions previous.Thus, in the event of a divergence between one or more provisions within the same document, it is the version later validated which will prevail.

The fact that a stipulation appearing in a document of lower row Not expressly mentioned in the higher rank document will not make him lose his legal value.

## 3. Definitions

The terms appearing below will have for the parties the definitions next.Each term beginner with a capital letter below has the meaning which is given to him in his definition. - \*\* Access **: designates the set of identifiers (login, password, etc.), allowing the customer to authenticate before being able to Consume and pilot services.Access is dedicated to a precise account and must not be shared by the customer. -**  Annex **: designates any additional information document Deputy contract. -**  Order form **: designates the document, which can be dematerialized, signed or validated when it is a dematerialized form, by the Customer under which the latter accepts a proposal for service/a quote or order a product;He describes the conditions Specific applicable if applicable.No obligation of any kind cannot weigh on the service provider for the realization of Professional services or the provision of services on quote without a formalized order form signed by the customer and then accepted by the provider. -**  Customer **: designates any legal person who will be consumer of IAAS service.The Customer undertakes to provide all the information required (in particular email, identity, contact details, information banking, etc.) and undertakes that all the information Thus provided are accurate and updated for the duration of the contract.When the customer account is used by a person acting on behalf and on behalf of the customer, she declares and guarantees to the provider the power and the capacity necessary to represent and engage the customer under the conditions provided for in the contract. -**  Cloud Computing \*\* (IT in the clouds): designates the Customer’s provision of Memoirs, Calculations, Storage and network provided by servers in networks.Said servers, as that the underlying infrastructure is operated and maintained by the Provider in a transparent manner for the customer. - \*\* Customer account **: an account allows the customer, once he has accepted the contract associated with this account (by accepting these CGVU), to consume services.The service provider does not open an account to the customer only after providing by the latter (i) of the email address which will serve as an identifier to this account (this is where the service provider will address the notifications relating to the contract associated with this account), and (ii) of its identification data (name, VAT number intra -community or equivalent in the country of the client, address, etc.), finally (iii) of his exact and up -to -date banking information necessary to invoice its consumption. -**  Service agreement **: designates the document describing, in particular, in a technical and functional way the services provided by the Provider ;as well as the detailed list of service levels, their method of calculation and the periodicity of their production. -**  Customer data **: all data, whatever their nature, including personal data, that the customer stores and Deals with an infrastructure made available by the service provider. On an express agreement, the service provider (i) refrains from accessing Customer data, and (ii) advise the customer to quantify them without give him the encryption key;being specified, finally, (iii) that The provider cannot distinguish among customer data those that are personal data. -**  Personal data **: those of customer data who respond to the definition of “personal data” in the sense of Personal data legislation.For all questions relating to personal data (with the exception of those related to Customer systems that are under his sole responsibility) you can Contact dpd@cloud-temple.com -**  Equipment **: designates all nature equipment of nature software or hardware provided by one or the other of the parts, composing the hosted and infograted system, supported by the Provider under the contract and subject of services. -**  Extension of the perimeter of the services **: designates the resources additional non -subscribed. -**  Iaas **: AC Infrastructure AS A Service, it designates the setting available to an infrastructure as a service, allowing Rent computer infrastructure (RAM, CPU …). -**  incident **: designates any event not part of the standard operation of equipment, and which causes, or can cause, non-compliance with one or more levels of service, disturbance or an interruption of a service, and/or damage to the customer. -**  Maintenance **: designates all maintenance services preventive, corrective and scalable at the expense of the provider carrying on the hosted and infogered system. -**  Third party provider **: designates any legal or physical person contracting partner of the customer or service provider who, under some status that It is, intervenes in the provision of part of the services. -**  Services **: designates the provision by the service provider at Resource customer (virtual machines, object storage service, etc.), within the provider’s infrastructure, as well as the case of related services. -**  Third -party products **: designates all products that do not participate in the Supply of the service. -**  Professional services \*\* (Professional Services): designates any Service provided by the service provider on a specific request for Customer, in order to provide support for customer teams. - \*\* Reversibility **: designates all of the operations allowing the Customer to resume, or to take up, the execution of the services provided for in the contract.Reversibility also means restitution, to Client or a third -party service provider, operational liability and detention of the hosted and infogged system and equipment the component. -**  RGPD **: designates the General Data Protection Regulations (EU) 2016/679 of April 27, 2016 relating to the protection of people physical with regard to the processing of personal data and to the free movement of this data. -**  Services **: designates the services provided by the service provider at Customer, detailed in each of the contractual documents. -**  Service Level Agreement (or SLA) **: designates the commitments of service quality of the service provider as part of the services. -**  Sovereignty **: designates management policy both Data, but also personnel and all the provider’s infrastructure.Sovereignty applies to a Territory.The service provider guarantees the customer that he ensures that the Provider implements technical, organizational measures appropriate to prevent unauthorized access to data and that using one or more regions in the same territory, no Given will not be released from this territory at the initiative of the provider.Of the more the provider staff on a territory will be linked contractually to this territory and no person from another Territory cannot access the equipment of a territory without the authorization of a staff from said territory. -**  Hosted and outsourced system **: designates all the equipment to which services on the defined cloud relate and taken in charge by the service provider under the contract. -**  User (s) **: designates a natural person who, as a result of the request of a customer, obtains a user account and accesses the Console provided by the service provider.Access and privileges obtained from This is reserved for a natural person only and does not can in no case be shared between several people. -**  Unit of work \*\*: designates a standardized measure used for assess and priced the use of IT resources, based on consumption or performance.

## 4. Object

This contract aims to establish the terms and conditions according to which the service provider undertakes to provide the customer with the services defined, specifying the scope, the procedures of execution services, as well as the associated financial methods.THE Customer is committed to this contract in his own name and on his behalf.

Customer membership in this contract implies unreserved acceptance General conditions of sale and use (CGVU), that the customer declares having previously consulted, included and accepted in their entirety.Although the customer operates as a professional, he He is strongly recommended to request the expertise of a specialist in computer science and networks before accepting present conditions.This is essential to guarantee a informed decision concerning the technical aspects of the contract, in particular with regard to the selection of characteristics of proposed work units and determining the necessary resources to the satisfaction of its specific needs.

## 5. General provision

Each party undertakes not to make commitments to the name and for the account of the other party.The parts remain individually managers of their actions, declarations, commitments, services, products and actions of their staff.

In the event that a provision of the contract turns out to be invalid in virtue of applicable legislation or a court decision Irrevocable, this provision will be considered unwritten.This disability will not affect the overall validity of the contract or the force other provisions.

## 6. Services order

### 6.1.Customer account

To access and order the services offered by the service provider, it is imperative for the customer to have a \*\* valid customer account. As part of the creation and management of this account, the customer undertakes to provide the service provider with all the data necessary for the Good execution of the contract.These data include, without limiting itself, email address, identity and contact information, as well as relevant banking details.The customer guarantees accuracy, reliability and updating this information for the entire duration of CONTRACT.

In the event that the customer account is established or administered by a third party acting in representation of the customer, this third party must attest and assure the service provider that he has authority and capacity legal necessary to act on behalf of the Customer and engage him in accordance with the provisions of a contract.

### 6.2.Activation of the customer account

Before activating the customer account, as well as to any time during the provision of services, the service provider reserves the right to verify The accuracy of the information provided by the customer or on his behalf. This verification may include the request for supporting documents to support for information communicated.The provider also holds the right to refuse activation or to deactivate the Customer account in the event that the information is deemed incomplete, inaccurate, or fraudulent.

### 6.3.Order

As soon as its customer account is activated by the service provider, the customer acquires the possibility of ordering services.Depending on the nature of Services requested, orders can be placed via The management interface dedicated to the customer.The latter assumes the whole responsibility for managing your customer account, including the Securing authentication means (identifiers, passwords, etc.) associated with it.

Any order placed from the customer account is considered to have been carried out by the customer himself, and takes his full membership and whole under the terms of the contract.The terms and deadlines for provision of ordered services vary depending on the type of service required.Some services will only be available after the Provider will have received full payment from the customer.It therefore falls to Customer to verify that the conditions for providing services meet its requirements.

The documents constituting the contract complement each other and interpret themselves of coherent way.Nevertheless, in the event of contradiction or divergences between them, the pre -eminence will be granted to documents according to the order in which they were listed.The contracts of the contract, which detail technically the services, cannot contradict the principles established in the main body of the contract.Their role is to bring a technical precision without calling into question the general provisions of document.

## 7. Duration of the contract

Contracts established under these general conditions of sale and of use (CGVU) are concluded for an indefinite period, except contrary provision stipulated in special conditions which would provide for a fixed duration.

The termination of the contract is only possible by respecting the modalities specified in the article “termination”.Before any termination, the customer must ensure the full recovery of his data which were stored as part of the contract (s) concerned (s), in accordance to the provisions of the article relating to “recovery and erasure data ”. The cessation of the contract, that the initiative comes from the provider or the Customer, does not exempt the latter from the obligation to pay costs relating to the services already provided.

## 8. Services perimeter

The perimeter of the services specifically includes:

* the implementation of services in accordance with the order form,
* the provision of infrastructure services,
* Additional reversibility services. Access to these services, as well as their use, are subject to terms and conditions established in this contract, including all its associated annexes.

## 9. Optional services

In the event that certain optional services have not been Initially included in the contract, the customer has the possibility of Subscribe later.The provision of any optional service by the Provider is conditioned on the prior agreement of the parties following A concerted assessment. ## 10. Conditions of use of services

### 10.1.Respect for service conditions

The customer forces an order to place and use the services in scrupulously respecting the applicable conditions of use. The use of services must be done responsible.In particular, the customer undertakes to familiarize himself with the conditions General sales and use (CGVU) in force and to be respected All the directives provided to him at the time of the order.

When the customer uses services on behalf of third parties or allows Third parties to access services, it is held, before any use by the latter, to make them known and accept the conditions current use.The customer thus provides the provider of full compliance with these conditions by the third parties concerned.

### 10.2.Choice of services

Before proceeding with the order and use of services, the Customer undertakes to carefully examine the conditions of use current, as well as to analyze in detail all the documentation, configurations, options, and ranges of services offered, this in the aim to choose services and characteristics that correspond precisely to its needs and those of third parties using services in his name or on his behalf. The customer particularly ensures that the selected services comply with the legal and regulatory obligations inherent activities carried out via the use of services.For any request of information relating to services, the customer is invited to take contact with the service provider.It is the customer’s responsibility for keep informed of changes likely to intervene, in particular When showing new orders.

### 10.3.Connection

Access to services requires that the customer has, at their own costs and under its responsibility, of an adequate remote connection (such than an internet connection or a private network).It is brought to the knowledge of the customer that the Internet can undergo vagaries techniques and present security risks that escape technical measures deployed by the service provider as part of Services.

The service provider cannot be held responsible for dysfunctions attributable to internet access providers or any other operator third -party network (including, without limiting themselves, reliability problems connections, bandwidth variations, interruptions of service, etc.), or any repercussions of these dysfunctions, especially when they lead to a unavailability or interruption of services.

### 10.4.Authentication means

The Customer takes full responsibility for management and maintenance confidentiality of identifiers and passwords necessary for Access and use services.He must ensure that authorized users are fully informed and respect the best safety practices to preserve the confidentiality of their authentication means.The customer is the solely responsible for the consequences arising from the loss, of the disclosure or abusive or unauthorized use of means authentication assigned to users.

In no case can the service provider be held For such incidents.The customer undertakes to notify the Provider in the event of loss or disclosure suspected of the means authentication, and immediately initiate the procedures of replacement or reset of these means.

### 10.5.Content

In compliance with the provisions provided by the service provider, the latter does not actively participate in the management of customer content and abstains from all access to this content, except in the strict framework necessary for the provision of services.Thus, the provider does not carry out any verification, validation or update of content mentioned.

In the same way, he does not provide a dedicated backup of content stored via services.It is therefore the customer to take the adequate provisions for the safeguard of its content, in order to protect against any risk of loss or deterioration, what or the reason, in particular via the use of appropriate work units in the provider’s catalog.

The content managed must be legal and used in compliance with Good practices, as well as applicable laws and regulations. The use of illicit content (such as broadcasting, publication, storage or transmission of content making the apology of crimes, encouraging hatred or violence against individuals because of their sex, religion, orientation or identity sexual, or disability, or violating intellectual property rights of others) is strictly prohibited.

Any breach of these rules can lead to the discretion of Provider, immediate suspension of services, deactivation of customer account, or even termination of the contract with exclusive wrongs of CUSTOMER.This without prejudice to the law of the service provider to initiate prosecution or to claim damages for prejudice suffered.

### 10.6.Respect for laws, regulations and ethical rules

Services must be used responsible for compliance with applicable laws and regulations.The parties are suitable for Stay attentive to legislative and regulatory changes.Are expressly prohibited the following practices, although this enumeration is not exhaustive:

1. The abusive or fraudulent uses of services and resources provided, likely to compromise stability and safety provider systems, which can affect the quality of Services offered to other users;
2. Attempts at intrusion or attack via the services including, But without limiting itself, porting of ports, illegal listening, spoofing, as well as any form of attack from resources provided, with the exception of intrusion tests beforehand authorized by the provider;
3. Any form of spam or similar practices of “spamming”;
4. The use of illicit or prohibited content, as described previously in the “Content” section.

### 10.7.Service suspension

The service provider reserves the right to suspend temporarily or totally the services in case of: 1. Real threat to the safety or stability of systems of Provider, services, or customer data; 2. Implementation of the planned maintenance operations; 3. Requests of judicial or administrative authorities; 4. Alerts received in accordance with article 6 of the law for Confidence in the digital economy (LCEN); 5. Violation of the conditions of use established by the contract.

This suspension may be immediate, without notice, in the event of a situation criticism or to prevent illegal or fraudulent use of services, an offense to the rights of third parties, or any act likely to initiate the provider’s responsibility.The service provider strives, in the measurement of the possible and except in case of legal necessity or violation conditions of use, to minimize the impact of any suspension on the usual service.However, such suspensions did not exempt not the customer of his obligation to settle the amounts due under the CONTRACT.The customer remains informed of planned maintenance via a dedicated interface.

In the event of the customer’s failure to his obligations, these suspensions are will be without prejudice to the law of the service provider to terminate the contract or to request compensation.Except in cases of termination or non-renewal, the suspensions will not lead to the deletion customer data.Unless they are exclusively due to a defect of the service provider, these interruptions will not be considered as unavailability of services for the purpose of levels of level of service stipulated in the contract.

### 10.8.Evolution of services

The service provider reserves the right to provide, at its discretion, all modification to services, including addition, modification or deletion of ranges, options, functionalities, as well as improving their performance.The detailed description of Services is available on the service provider’s website.It is the customer’s responsibility to remain informed of updates to Services, which will immediately apply to all new Orders.Changes can also occur immediate way In response to urgent necessities, such as risks security or legal or regulatory compliance requirements, or Still following changes in third -party products. In accordance with the article “Conditions specific to consumers », If an update leads to a degradation of a service used by the customer — For example, the deletion of a functionality or a lower performance —, the customer has the right to terminate the service concerned.To do this, he must send a termination notification by registered mail with request for acknowledgment of receipt, within a period sixty (60) days of application of the modification. ### 10.9.Intellectual property and right of use

All the elements provided to the customer by the service provider — including software, infrastructure, documentation, and others — remain the Exclusive property of the service provider or its beneficiaries.THE Service provider grants the Customer a non -exclusive right of use of these elements, strictly for the use of services and in accordance with contractual terms, for the duration of the agreement.It is important to emphasize that, apart from these elements provided, the customer is entirely responsible for obtaining all authorizations and rights necessary for the elements and content (data, software, applications, systems, websites, etc.) which he chooses to use or to exploit within the framework of services.

The customer, as well as its users, remain the owners of their contents.The service provider undertakes not to exploit these contents for other purposes than those stipulated in the contract.In accordance with laws in force, the customer is required not to decompile the software, codes and algorithms made available as part of the services, understood for attempts at retro-engineering without authorization explicit legal allowing to circumvent this restriction.

### 10.10.Export control

Subject to the limitations specified in the terms of the contract and restrictions related to customer -specific activities, the provider ensures that the services can be marketable and usable within of the European Union as well as in the host countries of the data providing services.

It is the responsibility of the customer, if he plans to use the services or to authorize their use by third parties outside the borders European, to ensure that this use respects laws and applicable regulations.This includes, but is not limited to, the Respect for Regulation (EC) No 428/29 of the Council of May 5, 2009, concerning the control of exports of double -use goods, as that American regulations such as EAR (export Regulations regulations) and ‘Itar’ (International Traffic in Arms Regulations), since the provider distributes solutions of third parties governed by American law. The service provider reserves the right to refuse any order from countries subject to commercial restrictions or sanctions, or natural or legal persons from these countries or under sanctions.Of the checks, including solvency and possible presence of Customer on sanctions lists, such as the list of gels of assets of the Directorate General of the Treasury, can be carried out. Following these verifications, the service provider may terminate the unilateral and immediate way after having informed the customer.

### 10.11.Third -party products

In accordance with the commitments made, it is important to note that:

1. The service provider declines any responsibility for third -party products provided as part of services.These products may present technical defects, security vulnerabilities, compatibility or stability problems.The provider does not offer no guarantee relating to these third -party products, including but without limit yourself to it, to any information or associated element such as software, systems, applications, etc.,
2. The use of third -party products by the customer is strictly limited to the framework of the services provided.It is notably prohibited for Customer to decompile, to obtain access to sources codes, or reinstall third -party software or systems products on other infrastructure.Responsibility for the use of products Third parties is entirely the customer, who must ensure their adequate with its specific needs and the targeted objectives, everything respecting the terms of the contract.

### 10.12.Continuity and reversibility of services

The cessation of services, for any reason (such as termination of the contract, its non-renewal, the interruption of the services by the Customer, violation of the terms of the contract, etc.), as well as some update or resettlement operations, cause permanent and irreversible deletion of all content (including information, data, files, systems, applications, websites, and other elements) that the customer has reproduced, stored, hosted, collected, transmitted, disseminated, published, or in any other way used or used in the service, including possible backups. ### 10.13.Intrusion test

The customer is authorized to drive, directly or via a listener specifically mandated external, intrusion tests on services provided (named here “intrusion tests”).These tests cannot be carried out only after the signing of an audit agreement by all parties affected by the provision of the service, including the customer, the listener, the service provider, as well as their subcontractors the case needed.These tests must comply with current legislation and require the prior agreement of users and holders of rights in the field tested.

The terms of carrying out these intrusion tests by a listener external will be defined in a separate contract between the customer and this Auditor, taking up the obligations set out in this article.The customer undertakes to guarantee compliance with these conditions by the listener, who acts under the responsibility of the customer.Intrusion tests must not In no case:

* target other infrastructure or services from the service provider and/or Service provider not exclusively used by the customer,
* disrupt the optimal functioning of services, infrastructure, and service provider networks,
* Allow the services, resources, networks and infrastructure provision by the service provider to other customers. Any intrusion into the systems used by other customers is formally prohibited.The customer assumes full responsibility for consequences arising from intrusion tests, including those resulting of actions carried out by an external auditor.It is the responsibility of Customer to carry out all the necessary backups before the tests To ensure the restoration of systems in the event of an incident.

It should be noted that the protective mechanisms against spam, the Back/ddos, and others, will remain active during the tests, which can cause temporary unavailability of services.The customer must inform any part impacted by this unavailability.At the end of Intrusion tests, an audit report will be written and made available provider on request or if it turns out to be relevant (for example, in case of discovery of vulnerabilities).

This audit report, its content, and all the information obtained or disclosed during the audit are strictly confidential and do not must not be published or shared without the written authorization of the Provider.In the event of violation of established conditions, the service provider reserves the right to immediately suspend access to services, Without prejudice to any potential damage-interest.

## 11. Collaboration

The parties recognize being subject to an obligation to collaboration.Consequently, they undertake to communicate any information and document likely to facilitate the execution of the contract, and more particularly, of their respective obligations.

## 12. Responsibility

### 12.1.Ability

Each of the parties declares and guarantees to have authority and capacity necessary for the conclusion of the contract and the execution of obligations incumbent on him.The customer and the service provider declare and guarantee in particular to have all authorizations, skills and knowledge (especially technical), allowing them respectively to use and provide services in accordance with the conditions provided for in the contract.

### 12.2.Provider’s responsibility

When the contract stipulates service levels, the penalties or credits granted by the service provider to the customer serve as flat-rate compensation for any damage arising from non-compliance with These commitments.Consequently, the customer renounces any other form request, complaint or action in this respect.If no commitment of level of service is applicable, maximum repair attributable to Provider is limited to the total sums paid by the customer to the services assigned during the three (3) months preceding the request compensation.

\*\* Responsibility exemption clause: \*\* The responsibility of the Provider cannot be engaged in the following cases:

* misuse of services unlike the terms of the contract ;
* Non-execution, failure, dysfunction or unavailability of services due to a third party (other than subcontractors of Provider), to the customer, to a third -party product, or to neglect of CUSTOMER ;
* indirect damage such as commercial damage, loss of orders, the drop in activity, the breach of the reputation, the loss profits or customers, in particular due to accidental disclosure confidential information, to a legal action of a third party, etc.;
* loss, disclosure or inappropriate or fraudulent use of user access identifiers, attributable to the customer or to third party ;
* suspension of access to services or temporary interruption or final, in accordance with article 6 “conditions of use”, y understood at the request of administrative or judicial authorities;
* loss, alteration or destruction of content hosted on infrastructure, insofar as the service provider is not responsible for the continuity of activity of the customer, including backups;
* Immigction of services to customer needs (notably having regard to the sensitivity of the data concerned);
* security incidents linked to the use of the Internet, in particular in case of loss, alteration, destruction, disclosure or access unauthorized has data or customer information on or from of the Internet network;
* Damage of systems, applications and other installed elements by the client on the infrastructure.

### 12.3.Customer responsibility

The customer is fully responsible for the risks associated with his activities, including the use of services provided by the Provider and full respect for the terms of the contract.This responsibility extends to cases where services are employed directly by the customer or on behalf of third parties.

More specifically, the customer is responsible:

* to ensure that the services chosen correspond to its requirements and to those of any third party using them in his name;
* content management - Information, data, files, systems, applications, software, websites, etc., which it reproduces, hosting, installs, collects, transmits, disseminates, publishes or uses any other way in the context of services.This includes the control, validation, update, elimination, backup content, and the implementation of measures to prevent their loss or alteration, even when these content belong to third parties or are managed for their account;
* to respect the laws, regulations in force, as well as any Applicable ethics charter.
* to respect the PGSS-S (General Systems Security Policy health information) if the service subject to this contract concerns health data, in accordance with requirement 4.5.2 of the HDS standard. When the customer uses services for professional purposes or acts on behalf of third parties, he undertakes to take out insurance civil liability with a recognized insurer, covering all potential damage that could be allocated to it.He commits also to maintain this insurance, or any other insurance offering Equivalent coverage, active throughout the contract period.

### 12.4.Guarantee

Each party undertakes to exercise its activities in strict compliance applicable laws and regulations.The customer releases the service provider of any responsibility and undertakes to protect it from any consequence resulting:

* the use or exploitation of illicit content via the services ;
* fraudulent use or not in accordance with regulations in vigor of services;
* an exploitation of services violating the rights of third parties;
* choice of services unsuitable for customer needs or those of third party ;
* loss, unauthorized or fraudulent use of user identifiers.

The customer also promises to actively take part in the management of any request, complaint, or legal action involving content or the terms of the contract, including those from authorities administrative or judicial, and undertakes to compensate the service provider for all resulting damage, including any convictions, as well as justified defense costs.

### 12.5.Third party

In the context of this contract, the service provider does not assume any obligation with regard to third parties, including users, and no clause must not be interpreted as granting beneficiary rights to third parties.The customer assumes full responsibility for his interactions with third parties, in particular with users of Services, and undertakes to compensate the service provider for any request, complaint, or third parties who could question the quality or conformity of the services provided by the service provider.

The customer also obliges to inform the service provider, in writing and as soon as possible, any request, complaint, or action of third parties concerning the services of the service provider, by providing a detailed description of the request as well as all the information relevant allowing the service provider to provide the customer with the elements response or useful documents he has.

## 13. Force majeure

The execution of an obligation, whatever it is, is suspended in when its execution is prevented by a case of force majeure such as Defined by article 1218 of the Civil Code.

At first, cases of force majeure will suspend the execution of the contract.In the event of force majeure preventing the service provider from executing His services: - as soon as the event constituting a case of strength major, Cloud Temple will approach the customer in order to study together solutions to ensure the resumption of services and agree with a mutual agreement of the methods of implementing these solutions, implementation which will have to intervene at the latest forty-eight (48) hours after the date of occurrence of the event constitutive of force majeure; - if the duration of the latter were to exceed thirty (30) days calendars from the date of the event constituting the case of force majeure, or if the parties were unable to agree on the replacement solution at the latest at the expiration of this same deadline, the customer could then entrust the services, subject of Contract, to another service provider of his choice, in fact engaging in Reversibility phase insofar as nature, severity and The impact of the force majeure allows; - Conversely, if the service provider reached within a period of less than Thirty (30) calendar days from the date of occurrence of the constitutive event of the case of force majeure, to be executed normally his obligations, the case of force majeure having ceased, the Contract will resume its normal execution.

If the case of force majeure continues beyond thirty (30) days calendars, each part of the parties may terminate the contract after sending from one registered letter to the other party.

All costs related to the implementation of the aforementioned solutions will be incumbent on the part affected by the case of force majeure.

## 14. Financial conditions

### 14.1.Applied prices

The prices applied for the services provided to the customer correspond at the prices in force at the time of issuing the invoice, in accordance under the conditions agreed when signing the contract.Unless he This is specified otherwise, these prices are expressed in euros.THE Provider offers various pricing grids for its services, which may include a minimum and/or a dedicated billing modality.For a given service offering several pricing options, the customer is free to choose the option which suits him best when placed his order.

The prices mentioned are excluded tax for services intended to professionals, which means that VAT and any other tax relevant (with the exception of service providers’ income) Added to the amount billed.This additional taxation does not constitutes a modification of the price within the meaning of the article dedicated to Redies revision conditions.

Unless there is a specific pricing, the cost of services includes also costs related to the acquisition of licenses and rights use of the tools, software and operating systems used by the service provider or, if applicable, made available to the customer in the Service framework.It is up to the customer to obtain and adjust any license or right of use necessary for the exploitation of content it uses via services.

The price structure of services and the measurement units used for The calculation of these prices are available on the website of Provider.The customer is recommended to consult this information Before validating his order.Any unit of measure started is due in its entirety, even if it is not entirely consumed.Moreover, Some services may cause additional costs for their installation or commissioning.

### 14.2.Price change

The service provider reserves the right to revise its prices to its discretion.Any price modification will apply immediately to Orders placed after this modification.For them Services already subscribed, any price increase will be communicated to Customer with a notice of thirty (30) calendar days via email.

Following this notification, the customer will have the possibility, for thirty (30) calendar days, to terminate the services concerned without incurring penalties.This termination can be carried out either by sending a registered mail with acknowledgment of receipt, or via a form specific available in the customer management interface.In the absence of termination within this period, the customer will be considered as having accepted the new prices.It is important to note that the option termination without penalties is not offered in situations where the increase in prices stems from unforeseen circumstances, such as Defined by article 1195 of the Civil Code.In such circumstances, The terms specified in said article will apply.

### 14.3.Billing

Service invoicing is carried out according to the use real and orders placed by the customer, such as recorded in the provider’s information system, which is considered reliable and authority in the event of a dispute with the customer.The frequency of Billing (monthly, annual, or according to another periodicity) as well as whether timing (order or after delivery) differ depending on the Service concerned.The billing methods are determined in accordance with the technical and commercial offer validated by the customer and The provider.Any period started is due to the period of the period. It is the customer’s responsibility to familiarize himself with these conditions before ordering.Following the regulation of each invoice, the service provider sends the customer a proof of payment.

The customer explicitly accepts the receipt of invoices by electronic route, these being sent to the email address provided by the customer.It is the customer to save a copy of each Invoice received, in agreement with the legal requirements in force.

### 14.4.Failure and delay in payment

Unless challenged in good faith by the customer concerning all or part invoice, in the event of breach or delay in payment, including partial payment, the following consequences will apply:

1. Delay penalties will be immediately due from the The day after the due date, calculated on the basis of a rate of interest equivalent to three times the legal rate,
2. Any delay or default of payment (even partial) of the sums due by the customer under the contract, persisting more than seven (7) days calendars after sending a payment default notification by email, will automatically result in no other notification or Formality:

* the immediate exigibility of all the sums remaining due by the customer for the contract, regardless of the method of payment initially agreed,
* the right for the provider to suspend immediately and without notice the set or part of the services provided to the Customer (y including those already paid), to refuse any new order or renewal of services, and to carry out the termination unilateral contract, in whole or in part, by email.

In addition, in the event of delay or default, customers professionals are required to pay a lump sum compensation forty (40) euros for recovery costs, without prejudice to the law for the service provider to require additional compensation, on presentation of supporting documents, if the recovery costs incurred exceed this lump sum.

### 14.5.CONTESTATION

Any dispute relating to invoicing or the specifics of the services must be subject to customer service from the service provider via the interface of customer management, within a maximum of one (1) months following the date emission of the invoice.After this period, the customer remains, despite everything possible future dispute of the invoice, forced to pay the amounts due in accordance with the terms of the contract.In the event that A billing error would be noted, the service provider reserves the right to make the necessary adjustments to invoices concerned, and this, in compliance with the limitation periods applicable. ## 15. Penalties

### 15.1.Principle

Non-compliance with the levels of services referred to in the Services SecnumCloud gives the customer the right to apply penalties. The application of penalties will be requested by the customer by e-mail in a maximum period of 90 (eighty) days after the effect generator.In the case of a breach which would not be responsibility of the service provider, but of the customer or a third party, no penalty will not be applicable to the provider. Penalties will be calculated in relation to the reference indicator not respected.In any event, the total amount of penalties monthly cannot exceed 30 % (thirty percent) of the amount of Services concerned of the invoice of the month.When the application of penalties is requested by the Customer, the payment of these penalties by the service provider will constitute a flat and final compensation for damages with regard to incidents behind the penalty. ### 15.2.Calculation of penalties

\*\* Penalties = percentage gap between the availability promised by SLA of the service considered over the calculation period and the availability observed from the service considered on the calculation period. \*\*

\*\*\* Example: non-compliance with SLA 1-3 and 4 \*\*\*

* *SLA 1: IC-INFRA\_SNC-01-Compute availability: 99.9%; in progress 90%;penalty rate to be applied*  ***9.9%***
* *SLA 3: IC-INFRA\_SNC-03-Backup: 99.9%;rate of the current month 80%;penalty rate to be applied*  ***19.9%***
* *SLA 4: IC-Infra-SNC-05-Internet access 99.9%;rate of the month in 90%courses;penalty rate to be applied*  ***9.9%***

In any event, all the penalties within the framework of the present General conditions of sale and use cannot exceed 30 % (thirty percent) of the amount of the services concerned of the invoice of month.In addition, penalties are always compensation lump sum and final damages with regard to incidents at the origin of the penalties, these penalties having a character release.

Penalties will be applied in the form of a credit of the amount of Regular service the following month.If penalties remain due at the end of the contract whatever the cause, the service provider will pay the balance to the customer by bank payment.

## 16. Termination

### 16.1.Convenience termination

The customer is authorized to end the contract, without having to justify His decision nor incur from penalties, once a period of one (1) has passed (1) months following the activation of the contract.To do this, he must notify his Resolution by registered letter with request for acknowledgment of receipt addressed to the provider.

A notice of two (2) months is required.The termination takes effect at the outcome of this period.Services provided by the service provider until the effective termination date will be invoiced in accordance Under the terms of the contract, without any additional compensation.However, the customer remains required to pay the remaining sums due to the entire duration of the contract, including for equipment and licenses which were billed on a monthly basis.

### 16.2.Breaking for breach

In the event of non-compliance by one of the parties of its obligations essentials stipulated in the contract, the assigned part will send to the failing part of a formal notice by registered mail with acknowledgment of receipt, granting him a period of thirty (30) days working on receipt of the notification to correct the situation.

If, after this period, the wrong part has not rectified its breach, the injured party is entitled to terminate the contract in sending a new notification by registered mail with acknowledgment of reception.This termination will be carried out without any compensation is paid to the faulty part, while reserving the right to claim damages for damage suffered.

The decision to terminate the failure contract initiates the responsibility for the part initiating this approach.In the event that he would be established that the part referred to by the termination has, in fact, not failed in its commitments, the party having initiated the rupture procedure would be required to compensate for the damage incurred by the other party.

### 16.3.Faultless termination

Each party reserves the right to terminate the contract without notice or compensation in the following circumstances, sending a letter Recommended with reception notice:

1. In the event of a bankruptcy of the other party, unless the administrator judicial opts for the continuation of the contract within the legal period.
2. If a change of control occurs in the other part, in accordance with article L. 233-3 of the Commercial Code, resulting in its direct or indirect possession by a competitor of the party invoking the termination.
3. The non -performance of the contract by the other party for a period greater than thirty (30) calendar days due to a case of force majeure.
4. A change of unpredictable circumstances at the time of signing of the contract, significantly modifying its balance economic.
5. The abusive and repeated use by the customer of the responsibility without foundation, placing the service provider in a harmful financial situation or making the contract not profitable.

At the expiration or for any other reason for the end of the contract:

* the customer is authorized to initiate the reversibility phase according to the modalities described in the article “Reversibility”;
* the service provider is required to ensure the secure deletion of all The data of the end customer.
* this deletion implies a secure deletion of all supports that contain this data, in accordance with the provisions of the service agreement.Following the conclusion of a contract, what What is the reason, the service provider is also responsible for eliminating the technical data associated with the end customer, including the directory, certificates and access configuration.

## 17. Reversibility

Services do not include a reversibility obligation (namely, customer help so that he can migrate his system to another Service provider) with the exception of the customer’s provision by the Provider of the technical interface and APIS allowing the customer to Save and recover your data including including data from Configuration of platforms via one of the technical methods Customer’s following choice: the provision of following files one or more formats documented and usable outside the service supplied by the service provider or via the implementation of interfaces techniques allowing data access according to a documented and Useable (API).

The customer, the only master of his system, must do everything to facilitate this operation as necessary (which implies, in particular, that it sets up rigorous documentation to this effect) and the development of reversibility plans.In the event that the Customer would need an additional service, the service provider can propose a consulting mission in this regard within the framework of a specific contract to negotiate.

## 18. Confidentiality

The parties agree that all the information exchanged between them, whether during negotiations or execution of the contract, is considered confidential information, independently of their shape or support.

This includes, but without limiting itself, any information relating to Contract, as well as personal, scientific, technical, technological, commercial, social, financial, legal or any other area, whether they are subject to protection by Patent or not.Among this information, we find in particular plans, drawings, specifications, processes, know-how, designs, methods, studies, reports, needs forecasts, software or applications, as well as information concerning prospects, names of customers or partners.

This confidential information can be transmitted directly or indirectly to the other party, whatever their form (oral, written), the type of documents (paper or digital), and by any means communication.To strengthen their confidentiality:

* specific mentions will be affixed to the supports of communication.
* a reminder of confidentiality will be systematically carried out during each exchange, with indication of the date and reference to this confidentiality commitment.

However, the absence of such mentions or reminders does not affect the confidential nature of information or the obligations of confidentiality of the parties.

Confidentiality obligations do not apply to information Who: - are already in the unlocked public domain of the receiver part ;- were known to the receiving part before communication by the transmitter, as evidenced by the archives of the receiving part;- Are legitimately received from a third party without confidentiality restriction ;- are developed independently by the receiving part without References to confidential information.

Confidential information must be strictly protected by the parties and only used for the execution of the contract.THE Parties engage in:

* Use confidential information exclusively in the context of the contract;
* limit the disclosure of confidential information to members of their team involved in the execution of the contract, by ensuring their commitment to maintain confidentiality;
* Preserve the confidentiality of the content of the contract;
* Do not disclose confidential information to third parties without prior written consent of the other party, unless legal necessity or judicial;
* physically protect confidential information, by keeping in secure places and taking all measures necessary for their safety. These confidentiality commitments remain in force during the duration of the Contract and for five (5) years after its conclusion or termination.To the end of the contract, the parties undertake to restore or destroy all confidential information, without keeping a copy, except opposite instruction of the issuing part.

The service provider ensures that these principles of confidentiality are respected by all its subcontractors during the contract.

## 19. Substitute

The service provider must comply with the imperative provisions of the law n ° 75-1334 of December 31, 1975 relating to subcontracting, and will be responsible for the customer for any breach of the obligations enacted by said law.The use of subcontractors will not reduce in any way of the provider’s responsibility for the customer under the Contract, the service provider remaining entirely bounded by the realization of Subcontracted services vis-à-vis the customer and, in general, of the proper execution of the contract.

## 20. Transfer of the contract

The parties agree that the contract has been concluded intuitu personae. Therefore, none of the parties will be able to transfer the contract, in all or part, to a third party without the prior written agreement of the other Part, especially in the event of a change of control (within the meaning of the articles L. 233-1 or L. 233-3 of the commercial code) or partial asset contribution. By way of derogation from the above, each party is authorized to yield or transférer le Contrat à l’intérieur de son groupe sous réserve qu’il en informe l’autre Partie au moins 30 jours préalablement à l’opération de cession ou de transfert.

## 21. Réglementation en matière de droit du travail

Le Prestataire déclare qu’il respecte les dispositions des articles L. 8211-1, L. 8221-1 et suivants, L. 8524-1 à L. 8254-4, ainsi que les dispositions des articles L. 8251-1 et suivants du Code du travail, relativement aux personnes qu’il emploie.

Under these conditions and in order to comply with the provisions of the articles L. 8221-1 and L. 8524-1 to L. 8254-4 of the Labor Code, the service provider Give back to the customer, only at the latter’s request:

* all the documents required by article D. 8222-5 of the code of work;
* The certificate on the honor of fighting concealed work.

The service provider also undertakes to apply these commitments to all its subcontractors working on the duration of the contract.For services issued in the customer’s premises, the service provider undertakes to make comply with its employees all the provisions relating to hygiene and safety in force with the customer.In particular, the Service provider and his subcontractors must ensure that the stipulations of decree n ° 92-158 of February 20, 1992 fixing the special hygiene and safety requirements, applicable to work carried out in an establishment by an external company (art. R. 4511-1 to R. 4515-11 of the Labor Code).

The parties will be informed of any possible difficulty in this title and means to remedy it.The contract is exclusive of any concept of provision of personnel entering within the framework of regulations on temporary work.

The provider’s staff remain in all circumstances under the permanent exclusive legal subordination of the provider who has alone of a power of management and control over its employees.THE Customer cannot give a directly order to the provider staff and/or the staff of any subcontractors of the service provider.

The service provider provides for its staff the responsibility of its affiliation with all social organizations as well as its entire responsibility vis-à-vis labor law.As such, the Provider certifies having carried out the declarations required by social protection organizations and not to use concealed work as defined in articles L. 8221-3 and 5 of the Labor Code.In the hypothesis that the service provider would use a subcontractor, it undertakes to ensure that it strictly respects the stipulations legal above recalled.

In accordance with legal provisions for prevention and repression of hidden work, the service provider undertakes to return to Customer on the date of signing the contract and every six (6) months Until the end of his execution:

* a certificate on the honor of the deposit with the administration tax, on the date of the certificate, of all declarations compulsory tax and receipt of the declaration of declaration;
* a certificate of providing social declarations emanating from the social protection organization responsible for recovering contributions and social contributions incumbent on the provider and dating from less than six (6) months;
* an extract from the registration in the Trade and Companies Register (K or k-bis relating to the service provider) or a document in accordance with stipulations of article D. 8222-5 of the labor code;
* a certificate on the honor established by the provider of the work by employees employed regularly at Looking at articles L. 1221-10, L. 3243-2 and R. 3243-1 of the code of the code work.

## 22. Ethics and social responsibility

As part of the execution of this contract, the parties are suitable to scrupulously respect the following ethical and legal principles:

* Absolute ban on the employment of minor workers, work forced or any form of compulsory work, aligned with Directives of the International Labor Organization (ILO);
* Elimination of any discrimination, whether based on sex, race, color, social origin, religion, opinion policy, belonging to a national minority or any other condition, in accordance with the legal provisions in force;
* fight against corruption in all its forms, ensuring a integrity and total transparency in all operations.

The service provider firmly undertakes to honor and promote values fundamental European Union, such as human dignity, freedom, democracy, equality, respect for the rule of law, as well as that human rights including those of minorities.This commitment results in constant vigilance and action to ensure that These principles are respected at all levels of their activity.

## 23. Intellectual property

This contract does not in any case constitute a transfer or a transfer of intellectual and/or industrial property rights, including Patents.The customer is expressly prohibited from:

* copy or reproduce in any way whatsoever used for the provision of services, including but limited not to the computer code, texts, images, designs, graphic charters, Ergonomics, documentation, etc.
* try to decompose, disassemble or apply any form reverse engineering to technologies owners of the service provider.

Despite these restrictions, the service provider grants the customer a right of personal, non -transferable and non -exclusive use on said elements, only in the context necessary for the use of Services and for the duration of these.This authorization of use expires automatically with the end of the service of services.

## 24. Non -solicitation of staff

Sauf accord préalable et écrit, chacune des Parties renonce à engager ou à faire travailler directement ou indirectement tout membre du personnel de l’autre Partie pendant la durée du Contrat augmentée d’une durée d’un (1) an à compter de sa date de cessation.

Toute violation par une des Parties de l’obligation ci-dessus entraîne de plein droit le paiement par la Partie contrevenante d’une indemnité forfaitaire et libératoire fixée à douze (12) mois de salaire bruts (fixed and variable salary) of the staff member concerned.

The average reference salary to calculate the amount of compensation is that of the last 3 months having preceded the date of breach of the employment contract.

## 25. Distinctive signs of the parties

Each party is referred to any act and any act likely to directly affect the other signs of the other Part, and in particular its marks.Without prejudice to Provider to quote the customer in reference and for the customer to mention that he uses the provider’s services.However, each party, without having to motivate it, can notify the other party not to quote it anymore.

## 26. Personal data

The customer undertakes to respect, within the framework of these CGVUs, the provider’s personal data protection policy.THE Customer can request this policy on request at the following address dpo@cloud-temple.fr. The customer and the service provider undertake to comply with the regulations in vigor applicable to the processing of personal data and, particular, law n ° 78-17 of January 6, 1978 relating to computer science, to files and freedoms, modified and the 2016/679 regulation (EU) of European Parliament and the Council of April 27, 2016 applicable from May 25, 2018.

## 27. Insurance

In the event that the customer plans to process critical data or strategic (such as information related to invoicing, pay, research and development, etc.) using services provided, it is the customer to make the necessary arrangements to subscribe to insurance dedicated to the coverage of losses of data.

## 28. Assignment of competence and applicable law

The contract is governed by French law.

For any dispute between the parties concerning the execution or the termination of the contract, the parties will first approach the to consider finding an amicable solution.In case of failure, the dispute will be subject to the Nanterre Commercial Court, notwithstanding plurality of defendants or call in warranty, even for procedures conservatories, in summary proceedings or by request.