

# GENERAL CONDITIONS OF SERVICE FOR PROFESSIONALS (SHADOW BUSINESS SOLUTIONS)

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## Introduction

These conditions (the "Shadow Business Solutions Conditions" or the "Conditions") govern the use of the goods and services of the Shadow Business Solutions range offered by SHADOW, a simplified joint-stock company, whose registered office is located at 151 rue Saint Denis 75002 Paris at the Paris Trade and Companies Register under number 891 586 299 (together the "Services"), including access to Shadow Business Solutions' subscription-based access to a remote computer, as well as browsing the websites shadow.tech and all other SHADOW websites (the "Sites"). They constitute a contract between SHADOW and any professional customer who has subscribed to the Services (the "Customer") (together, the "Parties"). Acceptance of these Shadow Business Solutions Terms, as well as the Privacy Policy and Pricing Terms or the Purchase Order is a condition of access to the Services.

Certain Services offered by SHADOW may be subject to special conditions, which, once accepted by the Customer, will supplement or modify these Shadow Business Solutions Terms and will prevail over them, with regard to the Services concerned.

## Definitions

For the understanding and interpretation of the terms contained in these Shadow Business Solutions Terms, whether used in the singular or plural, and unless the context requires otherwise or is expressly stated, the Parties decide to refer to the following definitions:

**"Intellectual Property Assets"** means the intellectual works protected by the provisions of French and international intellectual property law and in particular the Sites and Software.

**"Third Party Applications"** means third-party software, applications, websites and services integrated into the Services or that may be accessed, acquired or subscribed through the Services.

**"Customer Account"** means the Customer's personal account accessible by means of an access ID and password.

**"Shadow Business Solutions Terms"** or **"Terms"** means this agreement between Customer and SHADOW.

**"Date of commencement"** means the date of commissioning of the Shadow® remote computer.

**"Data"** means all data transmitted to SHADOW by the Customer, as indicated in the paragraph "Customer Data and Content".

"**Software**" means all software made available to the Customer by SHADOW as part of the Services.

"**Subscription Period**" is defined in the paragraph "Shadow: Subscription".

"**Services**" means all services, goods or services offered by SHADOW to the Customer, and governed by these Shadow Business Solutions Terms.

"**Third Party Terminal**" is defined in the paragraph "Shadow".

## Capacity

The signatory hereof will be deemed by virtue of the apparent mandate, to hold all the powers allowing to contract and therefore to bind the Customer. Therefore, the signature of the Shadow Business Solutions Terms will be definitive.

## Document necessary for the subscription of the Services

As part of the subscription of a Service, SHADOW may ask the Customer to provide it with any document relating to the identification of its existence such as the K-bis extract, as well as its legal or financial situation.

SHADOW reserves the right to refuse the provision of any Service to a Customer, in particular if the latter has been declared in default of payment or if SHADOW deems that he presents insufficient guarantees.

## Shadow

SHADOW offers its Shadow Business Solutions customers a Remote Computer Access Service for businesses and business users, called Shadow®, and generally offered on a subscription basis, unless special conditions are agreed upon as part of the subscription.

This computer works in a similar way to a traditional PC: the Customer integrates his own software, data and content, which he finds each time he connects to his machine. It can associate its compatible peripherals (printer, gamepad, etc.).

Shadow® is accessible through various devices (PC, tablet, mobile phone, smart TV) (a "Third Party Terminal") running an operating system for which SHADOW has developed software (collectively referred to as the "Software").

At the technical level, the Customer's inputs (keystrokes, mouse movements, etc.) are transmitted from the Third Party Terminal to SHADOW's computer servers, which process the information received and send back to the Third Party Terminal a signal allowing it to display the image and broadcast the corresponding sound on the Customer's screen. It is therefore imperative for the operation of Shadow® that the Customer is connected to Internet, said connection being entirely at the Customer's expense.

## Shadow: subscription

Unless otherwise agreed upon as part of the subscription to the Service, the duration of the subscription chosen by the Customer will be deducted from the date of commissioning of his remote Shadow® computer (the "Date of start of the Abonnement").

The subscription will continue from the Date of commencement for a period of one month, or any other period indicated at the time of subscription (the "Subscription Period").

Unless otherwise specified in the context of the subscription of the Service, and to mens that the Customer has terminated his subscription, at least ten (10) days before its end by email to the address supportb2b@shadow.tech or if possible in the customer area, it has renewed automatically, for a period identical to that of the Subscription period in progress and under the same conditions, unless these conditions are modified at the initiative of SHADOW. It is understood that the deadlines mentioned above are understood to mean the receipt of the request by SHADOW, and not the sending of the request.

## Subscription price

The price of the Services is the price indicated to the Customer as part of his subscription to the Service or in the order form summarizing the offer chosen by the Customer and the corresponding pricing (the "Order Form"). When subscribing to the Service, the Customer may be charged a service fee, the amount of which will be communicated in addition to any commitment.

If SHADOW wishes to change the price of the Services, it will notify the Customer, with reasonable notice before the effective date of the price change. The Customer will then be required to consent to the new pricing conditions if he intends to continue his contract after the date of entry into force of these new conditions. This consent may in particular be expressed and proven by means of a pop-up presented to the Customer at his first connection following shadow's adoption of the new tariff conditions, containing a description of these new conditions. The Customer who has not consented to the new pricing conditions on their effective date will, at Shadow's option, have his contract (i) continued under the previous conditions, or (ii) automatically terminated at the end of the Subscription Period in progress on the date of entry into force of these new conditions.

## Payment dates

In the case of a monthly subscription, the Customer will be charged each month in the long term to expire and immediately the first month.

## Online payments

### Method of payment

The payment of the price of the Services is made online, by credit card, by SEPA direct debit mandate or any other means indicated on the Sites. In the case of payment by credit card, the transaction is immediately debited from the Customer's card after verification of its data, upon receipt of the debit authorization from the company issuing the credit card used by the Customer. In accordance with Article L.132-2 of the Monetary and Financial Code, the commitment to pay given by means of a payment card is irrevocable. By communicating the information relating to his credit card, the Customer authorizes SHADOW to debit the credit card for the amount corresponding to the price of the Service subscribed. To this end, the Customer confirms that he is the holder of the credit card to be debited and that the name appearing on the credit card is indeed his own. He communicates the sixteen digits and the expiry date of his card as well as, if applicable, the numbers of the visual cryptogram.

It is the Customer's responsibility to ensure that the credit card on which the withdrawals are made is a valid card, that its conditions of use allow a monthly debit without intervention of the holder under the Services, and that the bank account on which the debits are made is sufficiently funded.

In the event that a direct debit is rejected, SHADOW will inform the Customer as soon as possible so that he can regularize his situation.

SHADOW can in no way be held responsible in the event that the Customer proceeds to the payment of the sums due by means other than those officially accepted by SHADOW, it being understood that the payment would then not be discharged and would have to be made again according to one of the means of payment made available to the Customer for this purpose.

### Account suspension

In the absence of regularization within nine (9) calendar days, access to the Service will be suspended for the Customer concerned. After this period of nine (9) days, the restoration of the Service is not guaranteed immediately to the regularization and deletion of the data within a period of fifteen (15) days following the suspension. In addition, if Customer's access to the Services has been suspended due to delay or non-payment, regardless of the cause, the subscription fee will remain due to SHADOW in its entirety. In the event of termination at the initiative of SHADOW, following a default of payment (cf. Termination), the entire fee will be immediately due to SHADOW, in respect of the period running until the expiration of the Subscription Period.

### Compensation for late payment

In the event of late payment or failure of the direct debit attempt, the Customer may be liable for a fixed compensation equal to five (5) euros. In the event that the delay exceeds thirty (30) calendar days, a late payment compensation at the rate of 10% will be added to the lump sum compensation. The compensation for late payment will be deducted in increments of fifteen (15) days until full payment of the sums remaining due, each period of fifteen (15) days started

being due in its entirety. The Customer authorizes SHADOW to debit the credit card or bank account for the amount corresponding to the late payment compensation, whether concomitantly with the payment of a subscription fee or by means of a separate direct debit, or to use any other means of payment that the Customer has chosen to pay its subscription fees

## Repayment

As part of a refund by SHADOW to the Customer, the refund will be made if possible, using the same means of payment used by the Customer to pay its subscription fees. In the event that the Customer's means of payment is no longer valid, the Customer must inform SHADOW before it proceeds to the refund on this means of payment. In particular, if the Customer has changed bank branches, he must contact his old bank branch to ensure that the latter has made the transfer to his new account or if it has deposited the funds in a suspense account. The payment made by SHADOW to the credit of the bank card or bank account communicated by the Customer will release Shadow from its obligation to the latter.

## Change of subscription plan; Subscription to options

SHADOW may offer the Customer the option to subscribe to one or more options, or to change its subscription plan via its Customer Account.

Unless otherwise specified by SHADOW when subscribing to the relevant options, the subscription of new options or changes to the formula requested by the Customer will take effect immediately (or within a reasonable time) and will be invoiced to the Customer on a pro rata temporis basis, from the date of activation of the options or the change of formula for a higher plan until the end of the current Subscription Period. [Will it work like this by default?] These options will be tacitly renewed in the same way as the main offer. For the terms of termination of options, or change of subscription plan to a lower plan, see Change of subscription plan; Termination of Options.

Options are charged in addition to the main subscription offer.

## Change of subscription plan; Termination of options

Unless otherwise specified by SHADOW when subscribing to the options concerned, in the event that the Customer wishes to change his subscription plan to a lower formula, or terminate one or more options, the modification and/or termination will take effect on the first day following the next expiry of the current Subscription Period, including in the event that the Customer ceases all use of his options before the expiry of his current Subscription Period. For example, if the Subscription Start Date is October 5 for a monthly subscription, and the Customer terminates an option on October 19, the change of plan or termination of the option will not become effective until November 5.

In the event that the Customer has subscribed to an option adding one or more Additional Disk(s), it will be his responsibility to ensure that on the effective date of the termination of such an option, or more generally of the termination of the subscription to Shadow®, he has recovered all the data, including his Data, contained on the Additional Disk(s). SHADOW may delete without delay and permanently the data that would be on the Additional Disk(s) to which the Customer has renounced, from the effective date of the termination of the option concerned or the termination of the subscription to Shadow®.

## Software

Some Services allow the Customer to download adware. This Software may in particular allow the Customer to access his remote Shadow® personal computer from Third Party Terminal. This Software may be automatically updated.

The Software are licensed, not sold. Subject to compliance with these Shadow Business Solutions Terms, SHADOW grants Customer a personal, limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Software, anywhere in the world, on the only compatible terminals belonging to the Customer, and for the sole purpose of allowing the latter to access the Services. The license is granted to the Customer for the duration of his subscription to the Services, and will be automatically revoked at the end of it, regardless of the cause of breach of contract.

This license to use includes the right to install and use one copy of the Software per device.

All rights in the Software not expressly granted by SHADOW or by the third-party rights holders in these Terms remain reserved to them. Customer may not (i) circumvent or override any technological protections included in or relating to the Software; (ii) disassemble, decompile, decipher, illegally penetrate, emulate, exploit or reconstruct the logic of the Software, except to the extent expressly permitted by copyright regulations; (iii) separate the components of the Software for use on different devices; (iv) publish, copy, assign, rent, sell, export, import, distribute or lend the Software; (v) transfer the Software, licenses to the Software or any right to access or use the Software; and (vi) use the Software in an unauthorized manner that could interfere with third parties' use of the Services.

To the extent that certain components of the Software are offered under an Open Source license, SHADOW will make such license available to customer. The terms of this license may expressly override some of these Shadow Business Solutions Terms.

In addition, the download and use of the Software may be subject to specific licenses, the acceptance of which will be a condition of such download or use.

Customers who wish to access their remote computer from a Third-Party Terminal are invited to ensure with SHADOW that there is Software that allows it. SHADOW plans to continue developing the Software necessary to ensure access to Shadow® from as many Third-Party Terminals as possible, but cannot guarantee that Software exists for each of them.

## Devices

The Shadow® remote computer can be associated with most common computer devices (printer, gamepad, etc.), subject to compliance with the terms of use of the operating system installed on the machine.

However, the Customer is invited to ensure with SHADOW that its devices are compatible with the Service and/or Third-Party Terminals that the Customer wishes to use. SHADOW plans to continue the required IT developments to ensure compatibility of the Service with as many devices as possible, but cannot guarantee such compatibility for all existing devices. In particular, the performance of certain devices could be affected in the event that the Customer's internet connection, in particular its bandwidth, is insufficient to ensure its use in the best conditions.

In this regard, the Customer is invited to inform SHADOW of any anomaly that he has observed in the operation of his devices, by sending a message to shadow's Support department, through the Customer Account.

## Servers

SHADOW may use, to ensure the operation of the Services, the equipment or service providers it deems appropriate. These equipment and service providers may evolve over time. SHADOW alone exercises the choice of equipment and service providers used to provide the Services. Except in cases where an evolution of these equipment and service providers would result in a defective performance of the services provided under these Shadow Business Solutions Conditions, and subject in this case to the limitations of liability provided for in these Shadow Business Solutions Conditions, the Customer understands and agrees that it will not be able to make any claim or requirement with respect to SHADOW's choices relating to such equipment and service providers.

SHADOW may offer subscriptions and/or paid options giving access to differentiated configurations or implement mechanisms for the optimized allocation of server computing resources according to customer usage. Thus, in the event that a Customer launches from Shadow® programs and applications that do not require the hardware resources to which it has subscribed, Shadow may use less efficient resources, as long as the Customer's experience is not altered.

In order to ensure an optimal allocation of its it resources, Shadow® works with a mechanism of automatic shutdown and/or standby of the remote computer. SHADOW is not responsible for the loss of data that may result from a standby or shutdown, the Customer having been notified in advance before each standby or extinction of his Shadow®.

## Storage capacity

The Customer is informed, at the subscription stage, of the initial capacity of the storage disk reserved for him within shadow's Cloud infrastructure under his subscription. This initial capacity makes up its primary storage disk (the "Primary Disk").



SHADOW may offer the Customer to increase this capacity by differentiated subscriptions or by a system of paid options, which may in particular consist in the addition of additional capacity(s) via one or more additional storage disk(s) (the "Additional Disk(s)").

## Operating system

Unless otherwise specified, the Shadow® Service runs on the Windows Server operating system (OS) offered by SHADOW, or on a customer-installed operating system (BYOL).

It is the Customer's responsibility to ensure that its use of the operating system complies with the terms and conditions of the license to use said operating system, in particular regarding any installation and use for Shadow's needs of an OS subscribed by it (BYOL). The Customer guarantees SHADOW against any recourse in this regard.

In any case, by subscribing to Shadow® the Customer does not acquire any right of use on the operating system of his remote computer, which would last after the termination of his subscription.

## Access to Internet

Access to the Services, from the Third-Party Terminals, assumes that the Customer has, for each of the places where he plans to use Shadow, a working Internet connection. This connection is not included in the Services offered by SHADOW and it is the Customer's responsibility to assume the installation and cost. In addition, the quality of the Services depends on the quality of this connection (in particular in terms of stability, throughput, bandwidth, response time, etc.).

It is the Customer's responsibility to ensure the quality of its Internet connection before subscribing to the Services. Regarding the use of the Services for bandwidth-demanding needs, the Customer is informed that it is possible that an ADSL connection, or of lower quality, does not allow optimal use of the Services.

SHADOW cannot be held responsible for any interruptions or alterations in access to its services that may result from the interruption or alteration of the Customer's access to the Internet. No compensation will be granted to the Customer whose access to the Services has been interrupted or altered due to a lack of access to Internet. As such, the Customer declares to be aware of the fact that the quality of the Services is conditioned by connectivity and latency. The Customer is therefore responsible for the connectivity and geographical area from which he uses the Services.

SHADOW does not guarantee a quality user experience in the geographical areas where the Services are marketed. Each Customer is attached to the Datacenter closest to the address entered at the time of subscription.



Therefore, SHADOW cannot be held responsible for the quality of services (i) because of the connectivity conditions and (ii) the place chosen by the Customer when it is not conform to the information given at the time of subscription. In addition, the Customer is informed that the use of the Services is likely to cause the transmission of significant amounts of data. SHADOW will not bear the additional costs that may be charged to the Customer for the transmission of this data.

Finally, the Customer is informed that for optimal operation of the Services, it is strongly recommended to connect the Third-Party Terminals to the local Internet installation by using an Ethernet cable. The use of in-line powerline (PLC) devices is not recommended.

## Identifiers and PINs

Access to the Services requires the Customer to create one or more personal accounts, which involves the entry of personal information and data and the creation or use of personal access credentials (the "Customer Account").

The Customer undertakes to provide, for the creation of his Customer Office and access to the Services, accurate, up-to-date and complete information, and to update this information in the event of a change. In the event that the Customer provides inaccurate, outdated or incomplete registration data, SHADOW would be entitled to suspend or terminate its Customer without notice and to refuse immediately and for the future access to all or part of the Services, without having to reimburse the sums previously paid by the Customer. The Customer undertakes to keep, throughout his use of the Services, a valid e-mail address that can be used for exchanges between SHADOW and the Customer.

The Customer is solely responsible for the custody and use of the access credentials to the Services that SHADOW has transmitted to him or that he has chosen. He undertakes to keep them secret and not to disclose them to third parties in any way whatsoever. The Customer will be responsible for any use of the Services by third parties, carried out by means of its access credentials.

In the event of loss or theft or, more generally, misuse of identifiers by third parties, the Customer will notify SHADOW without delay, by sending a message to shadow's Support department, through the Customer Account, mentioning its nom and first name and providing proof of identity if necessary.

## Code of Conduct

The proper functioning of the Services, including open publication spaces such as forums or help centers, implies that the Customer makes responsible and reasonable use of them. In particular, the right of access to a Shadow® remote computer offered by SHADOW, as well as to any other Service in the Shadow Business Solutions range is a right reserved exclusively to the Customer, for his sole use and within the strict framework of the rules use specific to the Service concerned, excluding in particular any marketing activity or resale of the Service to third parties.

Therefore, it is forbidden for the Customer to misuse the Services , or to instruct a third party to do so, and in particular, in the context of his use of the Services:

- to violate any applicable law or regulation or any charter of use or ethics, national or international, in any way whatsoever, in particular by storing, publishing or sharing content that is fraudulent, defamatory or misleading, or aimed at inciting crimes and misdemeanors, inciting racial hatred or suicide, glorifying crimes against humanity, or containing elements of child pornography, or any content of a violent or pornographic nature as long as such content would be likely to be accessible to minors;
- to infringe the privacy or rights of third parties, in particular by reproducing, representing, making available or communicating to the public data, images or sounds that may constitute defamation, insult, denigration or infringe privacy, the right to the image, morality or public order, or by the dissemination of tangible or immaterial property protected by an intellectual, literary, artistic or industrial property right that may constitute an infringement;
- to carry out intrusions or attempted intrusions into third-party computer systems or "hacking", host aggressive botnet-type services, spread viruses, worms, spyware, time bombs, attacks (DDoS, DoS, scanning, spamming, brute force, etc. ), or any other computer programs whose object or effect is to restrict, disrupt or impair the proper functioning of any computer equipment or programs;
- to probe, analyze or test the vulnerability of any computerized system or network (for example by performing so-called "pentesting" tests), unless this is done in accordance with a vulnerability research and vulnerability detection program (known as "Bug Bounty") expressly authorized by SHADOW ; violate, circumvent or otherwise force any security or authentication measures;
- access, use or modify non-public areas or parts, or shared areas or parts, of any computerized system or network, or any service, including the Services, to which the Customer is not invited to access;
- disrupt or interrupt the access of a third party or other Customer, host or network, including, by other means, by sending a virus, overloading, flooding data, sending spam, or sending a large number of emails or requests, to any part of the Services or any part of the services of third parties;
- to consult or attempt to consult accounts giving access to the Services other than that of the Customer, to perform actions or to create them by means other than our public interfaces made available for this purpose (for example, creation of bulk accounts or implementation of so-called "scraping" techniques);
- to mine cryptocurrencies or to use the computing power of the Shadow® to break encryption keys;
- to send unsolicited communications, promotions or advertisements, or spam, or altered, misleading or false information identifying the source, including via spoofing methods or so-called "phishing" methods, and generally to impersonate any person;
- to re-market the Services in any way, directly or indirectly, or more generally, without the prior authorization of SHADOW, to use the remote computer made available by SHADOW in the context of commercial services, or in such a way that it has as its object or effect the making available all or part of the Services to third parties, free of charge or for a fee; or, unless expressly authorized by the Service concerned, to use Shadow® as a server or with software having a server function;

- disrupt or attempt to disrupt in any way the proper functioning of the Services, including disabling, altering, violating or circumventing, or attempting to disable, alter, violate or circumvent, in any way, any device or functionality of the Services, including but not limited to any security or authentication features, access restrictions, storage limits, or any mechanism to pause or disable, or to provide SHADOW with false or inaccurate information, or to access, modify or use non-public areas or parts of the Services or shared areas of the Services that you are not invited to access;
- to hack, copy or reverse compile any code or equipment of SHADOW, including the Software, or more generally to take any action that is detrimental to SHADOW;
- probe, scan or test the vulnerability of any system or network.

For greater certainty, the above list is not exhaustive. The applicable laws and regulations may be understood in particular as those applicable to the geographical location of the servers, those applicable to the geographical location of the Customer when using the Services, as well as those of the country in which the Customer has subscribed to the Services.

SHADOW reserves, in particular, the right to suspend or terminate any use of the Services that would disrupt the proper functioning of SHADOW's computer equipment or the general proper functioning of the Services, or in the event of use of the Services contrary to the Code of Conduct.

With regard to the shadow remote workstation access service, reasonable use means use similar to that of a local work machine, by the Customer's employees (or by the Customer's teachers, pupils or students, in the case of an Education-type offer), and during their normal working hours or courses. Regular intensive use or over longer time slots may be the subject of Services expressly dedicated to such uses. It is understood that the Customer is fully responsible for the use of the Service by its employees, pupils or students, and that it is committed to their compliance with these Conditions.

In addition, SHADOW reserves the right to monitor, moderate and/or remove any content posted on the Sites and on open publishing spaces such as forums or help centers. However, SHADOW will in no way be responsible for the content posted by Customers and has no obligation to carry out such monitoring, moderation and/or deletion. SHADOW reserves the right to refuse to post, edit or remove content for any reason. In addition, in the event that SHADOW agrees to publish, modify or delete content, it will not be responsible for failures and/or delays in this procedure. If Customer publishes content on the open publishing spaces, it grants SHADOW a free, transferable and sublicensable license to use, reproduce, modify, adapt, publish, translate, create a derivative work from, distribute and display such content worldwide, for a period of ten (10) years.

## Third-party services and applications

The Services may incorporate third-party software, applications, websites and services (the "Third Party Applications"), or offer the Customer the option to acquire or subscribe for Third Party Applications. These Tierces Applications may have their own terms and conditions of use and privacy policies, which will then govern the use of such Tierces Applications. SHADOW will not incur any liability for these Third-Party Applications, nor for any goods or services that the

Customer may acquire or subscribe to by means of his remote computer. The Customer declares to be fully aware that the Third-Party Applications that he will be required to install may not be used on a virtual machine as offered by SHADOW. As such, the Customer ensures that the Third-Party Applications they wish to install are compatible with the Service.

## Customer Data and Content

As part of its use of the Services, the Customer is required to transmit to SHADOW, or within the servers operated by SHADOW or on its behalf, certain files, content, e-mails, contacts, etc. (hereinafter the "Data"). They belong to the Customer and in no way to SHADOW. Under the terms of these Shadow Business Solutions Terms, the Customer consents to SHADOW, on this Data, the only rights of use that are required for the proper functioning of the Services subscribed by the Customer. Except for these limited rights of use, these Shadow Business Solutions Terms do not grant SHADOW any rights in the Data.

The limited rights granted to SHADOW include in particular the right to host, save and share the Data, as part of the normal operation of the Customer's remote computer, and the right to analyze the Data for encoding, decoding and transmission.

Some Services may allow the Customer to share his Data with third parties. Such sharing is the sole responsibility of the Customer. In this regard, SHADOW calls on the Customer to exercise the utmost caution regarding the choice of the Data it chooses to share, and the persons with whom it shares it.

It is also the Customer's responsibility to take all necessary precautions to safeguard and protect his Data, in particular against contamination by any viruses circulating on the Internet. It is also the Customer's responsibility to make regular backups of its data, including the Data, on a medium outside the Services and by any means at the Customer's convenience (for example using an external hard drive or a cloud storage service).

In the event of termination of the Customer's subscription, the data recorded on the main disk of his remote computer, including his Data, will remain accessible to him for download for a period of fifteen (15) days following the effective date of the termination on his request. Beyond this period, SHADOW may permanently delete the data concerned, including its Data, which will therefore no longer be accessible to the Customer. The Customer's data contained on the Additional Disk(s), including his Data, do not benefit from this grace period and may be deleted on the day of the termination. It is the Customer's responsibility to ensure that on the effective date of the termination of the Customer's subscription, he has recovered all of his data, including his Data.

## Personal data

In addition to the Data stored on the Customer's remote computer, SHADOW is required to collect certain personal data from the Customer.

The processing of the Customer's personal data by SHADOW is indicated in our Privacy Policy posted on the Sites. By accepting these Shadow Business Solutions Terms, the Customer also adheres to the Privacy Policy in all its provisions.

The personal data that the Customer transmits to/on his remote Shadow® computer are under his own responsibility. The Customer is the guardian of this data and is his own data controller. The Customer alone decides what data he decides to transmit to his remote computer, and what he does with it once transferred to his computer. In particular, if the Customer decides to transfer personal data to his remote Shadow® computer and use them on websites or third-party software or applications, he will be solely responsible, with the possible exception of third parties to whom he has communicated this information. Under no circumstances can SHADOW be held responsible, nor be considered as a controller of such data, nor be considered as having transmitted this data outside the European Union.

## Availability of the Service

SHADOW will endeavor to ensure permanent access to the Services. However, on an exceptional basis, SHADOW may suspend access to all or part of the Services, for maintenance or updating purposes, as well as for reasons aimed at improving the Services delivered to the Customer.

Except in cases justified by urgency or force majeure, SHADOW will notify the Customer before such suspension, on its Site or by any other useful means.

In the event of a total interruption of the Services for more than 24 hours, the Customer may obtain from SHADOW the reimbursement of the monthly subscription pro rata temporis of the lack of access to the Services and may also benefit from a credit of the same amount on his subsequent invoice, unless the interruption results from a case of force majeure, due to an irresistible and unpredictable third party, or a fault of the Customer. In addition, given the nature of the Internet network, the Customer acknowledges and accepts that SHADOW cannot be held responsible for any interruptions or alterations in access to the Services that may result from the network itself, or from the means of connection used by the Customer.

## License to Use the Sites

SHADOW grants customer, subject to compliance with these Shadow Business Solutions Terms, a limited, non-exclusive, non-transferable, non-sublicensable and revocable license for the simple access, navigation and personal use of the Sites.

SHADOW authorizes, on a non-exclusive and revocable basis, the creation of hypertext links pointing to the home page of the Sites provided that this link does not present a false, pejorative or misleading character with regard to SHADOW or its Services, or more generally is not likely to cause SHADOW any harm.

The reproduction of any documents published on the Sites is only authorized for the exclusive purpose of information, for strictly personal and private use, any commercial use being strictly prohibited.

## Intellectual property

The Sites and software (together the "Intellectual Property Assets") are intellectual works protected by the provisions of French and international intellectual property law worldwide.

Intellectual Property Assets and all the elements that compose it (such as trademarks, logos, photographs, works, texts, documents, descriptions, slogans, domain names, patents, know-how, software, source code, applications, Customer interface, databases, drawings, designs, designs, works, images, graphics, illustrations, digital downloads, animated and sound sequences or not, as well as any other intellectual works incorporated into the Intellectual Property Assets) are the exclusive property of SHADOW or third parties who have authorized SHADOW to use them. These elements, taken together or separately, are protected by national and international intellectual property law worldwide. The trademarks appearing on the Intellectual Property Assets are registered trademarks.

It is specified that the use granted to the Customer hereunder does not imply and does not include, expressly or implicitly, any transfer to his benefit, of any nature whatsoever, of any intellectual property right on the elements used. All rights remain, in fact, unless otherwise agreed in writing and unequivocally, the exclusive property of SHADOW or third parties who have authorized SHADOW to use them.

## Termination and suspension

### Termination at the initiative of SHADOW

SHADOW reserves the right to suspend the Services automatically and without notice, in the event of a breach by the Customer of its legal obligations or these Shadow Business Solutions Terms, in particular in the event of a breach of the Code of Conduct. SHADOW also reserves the right to suspend the Services after request for regularization addressed to the Customer, in case of late payment.

Once the Service is suspended and after a formal notice sent to the Customer by e-mail and remained without effect for eight (8) days, SHADOW will be entitled to terminate the Customer's subscription, also by e-mail.

By way of exception, in the event of a serious breach by the Customer of its legal obligations or of these Shadow Business Solutions Terms, in particular in the event of a serious breach of the Code of Conduct, SHADOW reserves the right to terminate the Services automatically and without notice. The severity of the breach is determined by SHADOW in its sole discretion and may result in particular from the repetition of the breach, the number of breaches, the effect of the breach on the proper functioning of SHADOW's computer equipment or on the general proper functioning of the Services, or shadow's liability for the Customer's breach.

In the event of termination at the initiative of SHADOW, following a failure to pay, or a breach by the Customer of its legal obligations or these Shadow Business Solutions Terms, and in particular the Code of Conduct, the Customer will be liable to SHADOW, immediately on the date of termination, for all royalties due for the remaining period of the current Subscription Period. This amount may be recovered by SHADOW according to the payment method used for the payment of the Customer's subscription invoices, or by any other means.



## Termination at the initiative of the Customer

The Customer may terminate his subscription to the Services at any time, by registered letter with acknowledgment of receipt, to the address mentioned for this purpose in the Customer Account or in the legal notice, or by any other means made available to the Customer for this purpose, in particular in his Customer Account or by message addressed to the Support Department. In this case, the Service and the related payments will continue until the last day of the current A Period, and will cease immediately once this term has expired, subject, where applicable, to the period offered to the Customer for the download of the data saved on the hard disk of his remote computer, including his Data. Thus, unless a mandatory legal provision provides otherwise, SHADOW will not make any refund following the termination of the Services.

In order to identify and authenticate the terminations received, any request for termination must specify at least the surnames, first names, and subscriber IDENTIFIER of the Customer.

## Consequence of termination

In the event of termination at the initiative of SHADOW for violation of the Code of Conduct or for non-payment, the data stored on all storage disks of the remote computer (Primary Disk and Additional Disk(s) if applicable), including the Data, will be completely deleted without delay.

The Customer acknowledges that, after the period offered for the download of the data recorded on the main disk of his remote computer, including his Data, the termination of the Service will result in the irreversible loss of all the Customer's data recorded on the main disk of his remote computer, including his Data. The data, including the Data, contained on the Additional Disk(s) do not have a period of time for downloading the data.

In addition, unless otherwise indicated when subscribing to an option, any termination of the Services will cause the Customer to lose the benefit of the options he had subscribed to in connection with the terminated Services and which will be terminated de facto on the same date as the main subscription.

To the extent that the Customer would resubscribe a subscription to the Services, even in the event that he proceeds to the new subscription from the same Customer Account, he will not be able to benefit from the restoration of his data, and will access a blank machine. The Customer will also not be able to claim to subscribe to the options to which he previously had access if they are not or no longer marketed.

## Place of provision of the Services

The Services are available only in the countries mentioned on the Sites.

Access to the Shadow® remote computer is possible anywhere in the world, provided that you have Third-Party Terminal connected to the Internet. However, the distance between the Customer and shadow's data centers, in which the servers are located, is likely to alter the quality of the Services, in particular because of the additional latency required for the transmission of data between the Customer's end and the server.



In the event that the Customer resides outside a country in which Shadow® is officially marketed, SHADOW will not bear any responsibility for the proper functioning of the Shadow®. In addition, SHADOW reserves the right to suspend or terminate the Customer's subscription by operation of law.

## Responsibility

SHADOW is automatically responsible for the proper performance of its contractual obligations. SHADOW will ensure the availability, security and integrity of the Services to the best of its ability. The Customer acknowledges, however, that SHADOW's responsibility for the availability, security and integrity of the Services is understood as an obligation of means.

Apart from the legal guarantees, which the Customer enjoys, the Services are provided "as is", "with all their imperfections", "as available" and without guarantee as to their proper functioning or their adequacy to the needs of the Customer, even in the event that the latter has communicated its needs to SHADOW prior to the acceptance of the Shadow Business Solutions Conditions.

The Customer acknowledges and agrees that the computer and telecommunication systems are not free from defects and that interruptions of the Services may occur occasionally. SHADOW does not warrant that the Services will be uninterrupted, regular, secure or error-free.

Thus, unless a mandatory legal provision provides otherwise, SHADOW will not be liable for (a) indirect, special, incidental or punitive damages, or (b) deprivation of use, loss of Data, business interruption or loss of profits. It is the Customer's responsibility to make regular backups of its data, including the Data, on a medium outside the Services and by any means at the Customer's convenience (for example using an external hard drive or a cloud storage service).

Shadow cannot be held liable if the non-performance or improper performance of its obligations is attributable either to the Customer (use not in accordance with the instructions communicated by SHADOW or these Shadow Business Solutions Terms) or to the unforeseeable and irresistible fact of a third party (including any SHADOW contractor), or a case of Force Majeure.

Thus, neither SHADOW nor the Customer will be held responsible, or considered to have breached its obligations, for any delay or non-performance, when the cause of the delay or non-performance is related to a case of Force Majeure or a fortuitous case usually recognized by case law.

Given the nature of the Internet network, the Customer acknowledges and accepts that SHADOW cannot be held responsible for any interruptions or alterations in access to the Services that may result from the network itself, or from the means of connection used by the Customer.

In addition, in the event that the Customer, shadow's liability cannot be withheld under any circumstances beyond the amount of the payments made by the Customer to SHADOW for the last two months, except in the event of gross negligence on the part of SHADOW. SHADOW cannot, moreover, be held liable for any damage whatsoever corresponding to commercial losses, loss of data, loss of profits or any other indirect damage or that was not foreseeable at the time of the use of the Sites or the Customer's subscription to the Services.

It is recalled that the Customer is solely responsible for the use that could be made of his Customer Account and secure access to the Sites and his remote Shadow® computer. The Customer carries out the installation of the Services, including the related equipment, under his own responsibility. It is solely responsible for any damage caused to SHADOW or third parties because of its use of the Services. It is the Customer's responsibility to take all appropriate measures to protect his own data and/or software from contamination by possible viruses, worms, circulating on the Internet network or hacking from the Internet and to make regular backups.

As SHADOW has no control over the nature of its content and activities, and more particularly their lawfulness, the Customer is solely responsible for the use it makes of its remote computer and the content and data it stores on its Shadow® computer. SHADOW can in no way be held responsible for the activities or the content and data of the Customer.

## Force majeure

SHADOW will not be liable for the non-performance of its obligations in the event of the occurrence of a case of Force Majeure, defined as any unforeseeable, irresistible event resulting from circumstances external to the Regions, in particular war, riot, blocking of means of transport and telecommunication networks, social conflicts, natural disasters, legislative or regulatory provisions restricting the subject matter hereof, malicious acts, as well as cases usually retained by case law, making it impossible to perform these Shadow Business Solutions Terms normally.

If, as a result of a case of Force Majeure, SHADOW is led to interrupt its services, the execution of these Shadow Business Solutions Terms will be suspended during the time when SHADOW is unable to perform its obligations.

## Evidentiary Agreement

For the purposes of these Shadow Business Solutions Conditions, the Parties agree that writing in electronic form is accepted as a probative medium in the same way as writing on paper, as provided for in Article 1366 of the Civil Code. The Parties agree to keep computer records and paper copies of the messages or orders they exchange for the execution of this contract in such a way that they can constitute faithful and durable copies within the meaning of Article 1379 of the Civil Code.

Pursuant to articles 1363 and following of the Civil Code, the information provided by the Sites is authentic between the Parties. Elements such as the time of receipt or issuance of the subscription of the Services, as well as the quality of the data received will be authentic by priority as appearing on SHADOW's information systems, or as authenticated by SHADOW's computerized procedures, except for the Customer to bring them evidence to the contrary. The scope of proof of information delivered by SHADOW's computer systems is that which is granted to an original within the meaning of a paper written document.

## Modification of the Terms

SHADOW may make changes to these Shadow Business Solutions Terms.

In the event that changes to these Shadow Business Solutions Terms are made to reflect (a) legislative changes, (b) new regulatory requirements, or (c) changes to the Services that do not adversely impact Customer's rights or the Services to which It has subscribed, the changes made by SHADOW will take effect on the date indicated on the notice of such changes, or immediately in the absence of a date indication.

In the event that changes to these Shadow Business Solutions Terms are made to reflect changes to the Services that negatively impact Customer's rights or the Services to which customer has subscribed, Customer may be asked to accept the modified Shadow Business Solutions Terms. In the absence of acceptance of the modified conditions, the Customer will be free to terminate its subscription for a period of thirty (30) days following the notification of these changes, such termination taking effect on the next expiry of its current Subscription Period. In the event that Customer has not terminated its subscription within thirty (30) days of receipt of the notification, the amended Shadow Business Solutions Terms will take effect on the date indicated on the notification of such changes, and no earlier than thirty (30) days after such notification.

## Communications

Except as otherwise provided in these Shadow Business Solutions Terms, the Customer is invited to communicate with SHADOW by sending a message to SHADOW's Support Department, through the Customer Account.

SHADOW may communicate with the Customer by any useful means, and in particular by e-mail or sms sent to the contact details provided by the Customer within his Customer Account, through the Customer's Remote Shadow® computer, or through the Sites.

## Diverse

Any tolerance, facility or waiver relating to the terms and conditions set forth herein, regardless of their frequency and duration, shall in no event be deemed to modify or delete the clauses, nor to give rise to any right, either party may always terminate it.

If one or more stipulations hereof are held to be invalid or declared null and void pursuant to a law, regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope.

In any case, the Parties then agree to replace the clause declared null and invalid by a clause that will be closest in its content to the clause initially adopted and the will of the Parties.

In the event of a discrepancy in interpretation between any of the titles and the provisions of the clauses it represents, the titles will be declared non-existent.

## Applicable law; Disputes

These Shadow Business Solutions Terms are governed by French law. The Parties will endeavor to settle amicably any dispute concerning the interpretation or execution of these Shadow Business Solutions Conditions, before any referral to the competent courts.

In the absence of an amicable settlement, the parties recognize the jurisdiction of the Paris Commercial Court.

The Shadow Business Solutions Terms are written in French. If a translation is made, only its French version will have contractual value.

## Special conditions of use for the Spot Computing service

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### 1. Introduction

The present conditions (the "Conditions") govern the use of the "Web Services Cloud" services offered by SHADOW SAS, a simplified joint stock company (Société par actions simplifiée), whose registered office is located at 151 Rue Saint-Denis - 75002 Paris, registered with the Paris Trade and Companies Register under number 891 586 299 (the "Services").

Upon acceptance by the Customer, they constitute a contract (the "Contract") between Shadow and the customer (the "Customer"; together, the "Parties"), it being understood that acceptance of these Conditions is a condition of access to the Services.

The Services may, where applicable, be the subject of special conditions or a specific contract, which, once accepted by the Customer, will supplement, or replace these Conditions and, where applicable, will prevail over them.

### 2. Purpose

The purpose of these terms and conditions is to define the terms and conditions under which Shadow will offer the Services to the Customer.

The Services are so-called "high performance" computer resources which will be offered by Shadow to the Customer via a platform and a production API allowing the Customer to consume - in an autonomous manner - Virtual Machines or storage.

It is specified that the Services offered to the Customer are made up of computer resources used but not used to 100% of their capacity (variable depending on the schedule) by Shadow.

As a result, given the nature of these Services and depending on the offer chosen by the Customer: (i) the Services may be affected by a certain number of bugs and (ii) Shadow cannot guarantee the integrity of the data stored via

the Services, nor the availability or the user interface of the Services. Similarly, Shadow makes no warranty as to the level of service or support for the Services. However, certain service options may offer specific guarantees to the Customer (see Appendices 1 to 3 of these Terms of Use).

This specificity and absence of guarantees have been presented to the Customer and, moreover, represent an essential aspect of the Services and of these conditions, which the Customer understands and accepts.

It is nevertheless specified that the Services may be ordered according to different options, the latter being described in the Annexes to the present document (see below).

### 3. Term

The Services will be subscribed to by the Customer without any commitment and will be invoiced, at the end of the month, according to the consumption made by the Customer, in accordance with the terms and conditions herein.

Either Party may terminate the Contract at any time, subject to 5 (five) working days' notice. The Customer remains liable for the price of the Services consumed until the end of the notice period. If, at the end of the notice period, the Customer continues to use the Services, they will be invoiced on the basis of the present Contract, under the same conditions.

### 4. Services ordering

Notwithstanding the provisions set forth for each option in the Appendices, the Customer may order the provisioning of the Services at any time by contacting Shadow by any written means customary in the profession.

### 5. Services properties

#### 5.1. Web Services Cloud

Upon registration and acceptance of these terms and conditions, the Customer will be granted access to high-performance IT services, subject to payment of the invoices due.

Depending on the Customer's choice, the Services may consist of the provision of high-performance Virtual Machines or storage capacity, each of which may be used and billed on a "per second" basis in accordance with the terms and conditions set out in article 7 of the Contract.

The Services will be made available to the Customer, who may use them in accordance with his needs, subject to compliance with the present conditions. It is nevertheless specified that access to the Services is not a priority with respect to Shadow's infrastructures and that disconnection from the Services will be possible at any time. In this context, as a security measure, Shadow recommends that the Customer use a backup function for the Services.

## 5.2. Experimental features

By subscribing to the Services, in addition to the functionalities described in this Contract, the Customer will benefit from :

- Access to experimental functionalities,
- Access to a development API. This access will enable the Customer to carry out tests and will not be invoiced. However, it is specified that this access will be limited in data volume and duration at Shadow's discretion. These limits will be communicated to the Customer as soon as possible and may change during the execution of the Contract, without the need for prior notice.

## 6. Evolution of these conditions

Shadow may modify the present Conditions from time to time.

In this case, the Customer may be asked to accept the modified Conditions. The Customer may then terminate the Contract in accordance with the conditions set out in these Conditions. In the event that the Customer has not terminated the Contract, the modified Conditions will take effect on the date indicated on the notification concerning these changes,

and at the earliest thirty (30) days after said notification.

## 7. Obligations of the Parties

### 7.1. Obligation to cooperate

Each Party undertakes to communicate to the other Party any difficulties of which it may become aware as the execution and supply of the Services ordered progresses, as well as any difficulties relating to the execution of the Conditions, in order to examine the corrective measures to be taken

### 7.2. Confidentiality

Given the experimental nature of the Services, the Parties understand and accept that respect for confidentiality is an essential aspect of these Conditions and undertake to be particularly attentive to compliance with this obligation.

During the term of this Agreement and for 2 years following its termination or expiration for any reason whatsoever, each Party (hereinafter the "Beneficiary Party"):

- a. agrees to treat as confidential and undertakes not to disclose any documents, information and Personal Data to which the other Party may have access and/or those communicated by the other Party in the performance of this Agreement (hereinafter the "Confidential Information"), and
- b. will take the same care to protect such Confidential Information as it takes to protect its own confidential information.

This obligation of confidentiality does not apply to information and documents :

- a. which are, at the date of signature of this Agreement or which will become publicly known thereafter, unless the Party receiving such information is the originator of the publication ;
- b. which is already in the possession of the Beneficiary Party at the date of communication of such information

(which may have occurred prior to the signature of the present Contract) if the Beneficiary Party can provide proof of personal possession prior to such communication;

- c. which is disclosed by a third party entitled to communicate it;
- d. which the Beneficiary Party can prove to have developed independently of the information transmitted under the Contract.

### 7.3. Code of conduct

For the Services to function properly, the Customer must use them responsibly and reasonably.

The Customer is therefore forbidden to misuse the Services, or to assist a third party to do so, and in particular, when using the Services :

- infringe any applicable law or regulation, in any way whatsoever, in particular by storing, publishing or sharing fraudulent, defamatory or misleading content, or content intended to incite crimes and misdemeanors, incite racial hatred or suicide, glorify crimes against humanity, or contain child pornography, or any content of a violent or pornographic nature where such content is likely to be accessible to minors;
- infringe the privacy or rights of third parties, in particular by disseminating data, images or sounds that may constitute defamation, insult, disparagement or infringe privacy, image rights, public decency or public order, or by disseminating material or immaterial goods protected by intellectual, literary, artistic or industrial property rights that may constitute counterfeiting;
- intrude or attempt to intrude into third-party computer systems, host aggressive botnet-type services, propagate viruses, worms, spyware, time bombs, attacks (DDoS, DoS,

scanning, spamming, brute force, etc.), or any other computer programs whose purpose or effect is to restrict, disrupt or alter the proper functioning of any computer equipment or programs;

- probe, analyze or test the vulnerability of any computerized system or network (e.g. by performing "pentesting" tests), unless this is done in accordance with a "Bug Bounty" program expressly authorized by Shadow;
- infringe, circumvent or otherwise defeat any security or authentication measures;
- access, use or modify non-public areas or parts, or shared areas or parts, of any computerized system or network, or any service, including the Services, to which the Customer is not invited to have access;
- interfere with or disrupt access by any third party or any other customer, host or network, including, without limitation, by means of submitting a virus, overloading, flooding, spamming, or sending unsolicited bulk e-mail or requests to any part of the Services or any part of any third party's services;
- to consult or attempt to consult accounts giving access to the Services other than the Customer's, to carry out actions or to create accounts by means other than our public interfaces made available for this purpose (for example, the creation of mass accounts or the use of so-called "scraping" techniques);
- use the computing power of the Services to break encryption keys (which the Customer was not legally authorized to break);
- disrupt or attempt to disrupt in any way the proper functioning of the Services, and in particular to deactivate, alter, infringe or circumvent, or attempt to deactivate, alter, infringe or circumvent in any way, any device or functionality of the Services, including any security or authentication device, any access restriction, storage limitation, or shutdown mechanism, or to provide Shadow with false or inaccurate



information, or to access, modify or use non-public areas or portions of the Services or shared areas of the Services to which the Customer is not invited to access;

- hack, copy or reverse compile any Shadow code or equipment, including the Software, or generally take any action which is detrimental to Shadow;
- probe, analyze or test the vulnerability of any system or network.

It is understood that the above list is not exhaustive. Applicable laws and regulations may include, but are not limited to, those applicable to the geographic location of the servers, those applicable to the geographic location of the Customer when using the Services, and those of the country in which the Customer has subscribed to the Services.

Shadow reserves, in particular, the right to suspend or terminate any use of the Services which disturbs the proper functioning of Shadow's computer equipment or the proper general functioning of the Services, or in the event of use of the Services contrary to the code of conduct.

## 8. Financial conditions

### 8.1. Credits price

The cost of Services is expressed as a number of credits per type of Service, and credits are invoiced on a euro/credit basis (hereinafter referred to as the "Tariff").

The Customer understands and accepts that the Tariff will be updated regularly.

The Tariff in effect each month is specified on the Shadow.tech website in the corresponding section.

The Tariff may be updated at any time by Shadow, subject to 15 days' notice. The Tariff will then be updated for the month following the end of the notice period.

In the event of a change in the Tariff during use of the Services, the change will be applied on the first day of the month at midnight.

### 8.2. Services consumption

The consumption of Services is based on the use of credits consumed by the Customer during a given month.

The cost of consumption per Service, in number of credits, will be indicated on the Shadow.tech site in the corresponding section.

This cost may be updated at any time by Shadow, subject to 15 days notice. The cost of credits per Service will then be updated for the month following the end of the notice period. Cost changes will not apply to Services in progress, already allocated or instantiated. The cost in terms of the number of credits consumed per Service is determined at the time of instantiation and/or allocation.

### 8.3. Invoicing, payment and compensation for late payment

Invoices issued by Shadow are payable immediately upon issue.

Any sum due and not paid by the end of this period will bear interest at the rate applied by the B.C.E. to its refinancing operations, plus ten (10) points.

In application of articles L441-6 and D441-5 of the French Commercial Code, a flat-rate indemnity for collection costs of forty (40) euros will be applied in the event of payment after the due date. This indemnity is in addition to late payment penalties.

In addition, in the event of late payment in whole or in part, Shadow is entitled to suspend by operation of law, in whole or in part, the supply of the Service(s) without any other formality than the prior formal notice which will have been sent to the Customer for his failure to pay and which has remained without effect for seven (7) days, without releasing the Customer from his obligation to pay and notwithstanding any penalties, damages or interest which Shadow may claim.

## 9. Customer data and content

### 9.1. Data

While using the Services, the Customer may transmit to Shadow, or to servers operated by or on behalf of Shadow, certain files, content, e-mails, contacts, etc. (hereinafter the "Data"). This Data remains the property of the Customer and in no way the property of Shadow. Under the terms of these Conditions, the Customer grants Shadow, on this Data, only those rights of use which are required for the proper functioning of the Services subscribed to by the Customer. Except for these limited rights of use, these Terms do not grant Shadow any rights to the Data.

Certain Services may allow the User to share his/her Data with third parties. Such sharing is the sole responsibility of the User. In this regard, Shadow urges the User to exercise the utmost caution in choosing which Data to share and with whom to share it.

It is also the responsibility of the Customer to take all necessary precautions to safeguard and protect his/her Data. It is also the User's responsibility to make regular backups of his/her data, including the Data, on a medium external to the Services and by any means at the Customer's convenience.

Notwithstanding the foregoing and subject to the legal and regulatory provisions in force, Shadow may collect statistics and metrics relating to the use of the Services (cpu, gpu, ram, network usage, flow patterns, etc.).

### 9.2. Personal data

Shadow's treatment of the User's personal data is indicated in the Privacy Policy posted on Shadow's [website](https://shadow.tech/fr/politique-de-confidentialite) (<https://shadow.tech/fr/politique-de-confidentialite>). By accepting the present Conditions, the User also accepts the Privacy Policy in all its provisions.

In general, the Parties undertake to comply with all provisions applicable to the processing of personal data.

## 10. Liability

The liability of either Party may only be incurred, whatever the basis and nature of the action, in the event of proven total or partial non-performance of that Party's obligations, or proven poor performance and/or non-conformity of all or part of the Services, having caused direct and certain personal prejudice to the other Party.

In this respect, it is recalled and expressly specified that the Services are provided to the Customer without any obligation of availability, performance or support. Shadow undertakes to make every reasonable effort to offer a quality service but does not undertake - under any circumstances - any obligation of result in this respect.

The aggregate amount of damages and interest that may be owed by a Party under this Agreement shall not exceed the total revenues owed by the Customer to Shadow during the last month preceding the event(s) giving rise to the damage.

No limitation of liability shall apply in the event of personal injury.

## 11. Intellectual property

Each Party remains the sole owner of its pre-existing rights.

Neither Party may claim, based on the communication of pre-existing rights by the other Party for the purposes of performance of this Agreement, any right of ownership or possession over the same.

Notwithstanding the foregoing, the Customer understands and agrees that Shadow may be inspired by the Customer's use of the Services to develop its own products. However, it is specified that this freedom will be possible in strict compliance with the obligation of confidentiality set forth herein. In this context, it is agreed between the Parties that the Customer has no property rights or exclusivity over the said products and/or functionalities developed.

Where applicable, where software is required for the use of the Services by the Customer, Shadow grants the Customer a personal, non-exclusive, non-assignable and non-transferable

right to use such software for its own needs only. This right is granted for the duration of the Agreement and is granted for the sole and exclusive purpose of enabling the use of the Services in accordance with these provisions, to the exclusion of any other purpose.

## 12. Commercial references

Shadow may make reference to the Client as a reference subject to the prior approval of the Client on a case-by-case basis after presentation by Shadow of the support for such reference and the indication and distribution of such documents. The Client will issue its authorization or refusal within a reasonable period of time.

By express agreement between the Parties, Shadow is authorized, upon signature of this Agreement and without further formalities, to include the name and logo of the Customer, possibly associated with the description of the type of Services used as customer references on its website(s) and its social network accounts for the duration of the performance of the Agreement and until two (2) years after the end of the Agreement.

## 13. Miscellaneous provisions

### 13.1. Non-waiver

The fact that one of the Parties has not required the application of any clause of the Conditions, whether on a permanent or temporary basis, shall under no circumstances be considered as a waiver of the rights of that Party arising from the said clause, the non-application of which has been tolerated.

### 13.2. Partial invalidity

If one or more stipulations of the Conditions are held to be invalid or considered as such in application of a law, a regulation or a final decision of a competent court, they will be deemed unwritten, and the other stipulations will remain in force unless they are inseparable from the cancelled stipulation(s).

Furthermore, the Parties will then come together to negotiate in good faith one or more new stipulations reflecting the spirit and having the same economic impact to replace the stipulation(s) deemed unwritten.

### 13.3. Applicable law and jurisdiction

Les Conditions sont soumises à la loi française. Toute difficulté relative à la validité, l'application ou à l'interprétation des Conditions sera soumise, à défaut d'accord amiable à l'issue d'un délai de trente (30) jours à compter de la survenance du litige, à la juridiction exclusive des tribunaux de la ville de Paris, auxquels les Parties attribuent compétence territoriale, quel que soit le lieu d'exécution ou le domicile du défendeur. Cette attribution de compétence s'applique également en cas de procédure de référé, de pluralité de défendeurs ou d'appel en garantie.

## APPENDIX 1

### « INTERRUPTIBLE » OFFER

#### 1. Principle

The present special conditions describe the Spot Computing Interruptible offer proposed to the Customer. This offer does not come with any guarantee and is offered in accordance with the general terms and conditions. In this respect, the Customer is reminded that the Services offered consist of computer resources which are operated but not used to 100% of their capacity by Shadow. As a result, and given the nature of these Services and depending on the offer chosen by the Customer:

- (i) The Services may be affected by a certain number of bugs and,
- (ii) Shadow cannot guarantee the integrity of the data stored via the Services, nor the availability or the user interface of the Services. Similarly, Shadow does not guarantee the level of service or support for the Services.

This specificity and this absence of guarantees have been presented to the Customer and represent an essential aspect of the Services and of the present conditions, which the Customer understands and accepts.

#### 2. Pricing

The Tariff and the costs of credits are those indicated on the Shadow.tech site in the corresponding section.

#### 3. Guarantees

The Interruptible offer does not come with any specific guarantee.

#### 4. Maximum uptime

In any event, the Customer may not use the Services continuously for more than 8 (eight) successive calendar days. The purpose of this limitation is to avoid involuntary billing and excessive use of the Services.

#### 5. Creation and cancellation of Customer requests

In accordance with the general terms and conditions, the Customer may order Services at any time, by any written means.

## APPENDIX 2

### « GUARANTEED » OFFER

#### 1. Principle

These special conditions describe the Spot Computing "Guaranteed" offer to the Customer.

This offer emphasizes the importance of stable access to the Services, with no guarantee of access to said Services at the time of the Customer's request. As such, it includes a 100% non-interruption guarantee under the conditions set out herein.

#### 2. Pricing

The Tariff is that indicated on the Shadow.tech site in the corresponding section.

The cost of credits / Service are those indicated on the Shadow.tech site in the corresponding section, plus a coefficient of 2.

Example: the costs indicated are 100 for a given Service in Interruptible, the cost will be 200 with the Guaranteed option.

#### 3. Guarantees

Once the Services are in operation, Shadow guarantees continuity of use for the duration during which the Customer uses said Services.

Within this framework, in the event of interruption of the Services during their use by the Customer, Shadow will automatically apply a reduction of 62.5% of the price of the Services, i.e. 75% of the price of the Services of the "Interruptible" offer, regardless of the length of time during which the Services were used prior to the interruption.

Given the nature of the Service, this price reduction constitutes the only guarantee and compensation offered by Shadow in the event of interruption of the Services. This reduction will be automatically applied to the Customer's invoice. In the event that the Customer notes a discrepancy between the invoice and what he/she considers to be due with respect to the quality of the Services used, he/she may request a correction from Shadow, who will analyze said request and respond as soon as possible.

#### 4. Maximum uptime

Subject to technical contingencies beyond Shadow's control, the Customer will be able to use the Services without interruption for the period reserved by the Customer. In the event of interruption, the guarantees provided herein shall apply.

#### 5. Creation and cancellation of Customer requests

Conformément à ce qui est indiqué dans les conditions générales, le Client pourra commander les Services à tout moment, par tout moyen écrit.

## APPENDIX 3

### « BOOKED » OFFER

#### 1. Principle

These special conditions describe the Spot Computing "Booked" offer to the Customer.

This offer emphasizes the importance of guaranteed access to the Services on the date requested by the Customer. As such, it includes a 100% non-interruption guarantee under the conditions set out herein.

#### 2. Pricing

The Tariff is that indicated on the Shadow.tech site in the corresponding section.

The cost of credits / Service are those indicated on the Shadow.tech site in the corresponding section, plus a coefficient of 2.

Example: If the costs indicated are 100 for a given Service in Interruptible, the cost will be 200 with the Booked option.

#### 3. Guarantees

Shadow guarantees the availability and continuity of the Services for the period during which the Customer has reserved said Services.

Within this framework, in the event of interruption of the Services during their use and during the period for which they were reserved, Shadow will automatically apply a reduction of 75% of the price of the Services, i.e. 50% of the price of the Services of the "Interruptible" offer and this, whatever the duration during which the Services were used before the interruption.

Given the nature of the Service, this price reduction constitutes the only guarantee and compensation offered by Shadow in the event of interruption of the Services. This reduction will be automatically applied to the Customer's invoice. In the event that the Customer notes a discrepancy between the invoice and what he/she considers to be due with respect to the quality of the Services used, he/she may request a correction from Shadow, which will analyze said request and respond as soon as possible.

#### 4. Maximum uptime

Subject to technical contingencies beyond Shadow's control, the Customer will be able to use the Services without interruption for the period reserved by the Customer. In the event of interruption, the guarantees provided herein shall apply.

## 5. Creation and cancellation of Customer requests

To reserve a "Booked" Service, the Customer sends an email to Shadow support at the following address: [support-spot@shadow.tech](mailto:support-spot@shadow.tech), specifying the elements constituting his request and at least: the desired date for the use of the Services as well as the desired duration of the use of the Services. Shadow will respond as soon as possible either :

- by requesting additional information in order to confirm or deny the Customer's request,
- confirming the Customer's request,
- refusing the Customer's request (for example, if the requested time slots are already full).

The Customer understands and accepts that the Services will be definitively reserved - and the guarantees triggered - upon definitive confirmation by Shadow, via the sending of an email or by any written means.