GENERAL TERMS AND CONDITIONS OF PURCHASE

CLOUDITY

V3 - 2025

CLOUDITY	PROVIDER
Space for electronic signature	Space for electronic signature

ARTICLE 1. SCOPE OF APPLICATION

All orders placed by Cloudity with a Service Provider (hereinafter "Orders") shall be governed by these General Terms and Conditions of Purchase (hereinafter the GTCP).

Acceptance of an Order by the Service Provider implies its acceptance of these GTCP and, where applicable, of the Special Conditions (hereinafter "Special Conditions") as agreed in writing by Cloudity, and the waiver of the application of the Service Provider's general terms and conditions of sale and of any other document whatsoever issued by the Service Provider.

ARTICLE 2. DEFINITIONS

Contractual terms beginning with a capital letter have the meaning given below. These definitions may be specified in the Special Conditions.

Affiliates: means any entity directly controlling a Party or any entity which is, directly or indirectly under the control of one Party. Control means that an entity holds the majority of the share capital of another company and/or the majority of the voting rights in the general meetings of this entity, it being specified that this entity is presumed to have control when it holds a fraction of the voting rights exceeding 40% and no other shareholder holds a higher fraction.

Confidential Information: refers to all information and data of any kind including without limitation technical, scientific, economic, financial, commercial or fiscal, or any plan, study, prototype, equipment, audit, experimental and test data, drawings, graphs, specifications, know-how, experience, software and programs, whatever the form, medium or format, including oral and written communications exchanged at any time of the negotiations and issued by Cloudity and/or its affiliates, subsidiaries, parent company and partners. Information shall not be considered Confidential Information if the other Party can materially demonstrate that such information:

a) was already in the public domain prior to its disclosure, or entered the public domain after its disclosure without breach of Contract, or

(b) was already known by the Party prior to its disclosure by the other Party, except for information that was in its possession or to which it had access under any other confidentiality agreement, or

(c) was developed such information independently of its access to the Confidential Information, or

d) was lawfully obtained by the Party from a third party not subject to confidentiality obligation, in circumstances that permit its lawful use.

Contract: means the GTCP, supplemented by the Special Conditions and/or an Order, if any.

Cloudity or "Customer": refers to the company Cloudity SAS, with a capital of 4,254,584.60 euros whose head office is located in France, Grenoble (38000) 8 place de la Résistance registered in the Trade and Companies Register of Grenoble under number 913 269 973 including the current or future subsidiaries of Cloudity SAS within the meaning of Articles L.233-1 and L.233-3 of the French Commercial Code.

Intellectual Property: refers to any and all copyrights, inventions, patents and patent applications, trademarks, designs, databases, domain names, know-how, company names and trade names, whether registered or unregistered, on any creations, or any equivalent form of protection in force throughout the world.

Order: means the formal acceptance in writing, by Cloudity, of the Service Provider's proposal by issuing of a Purchase Order document referring to these GTCP. Each Order can be detailed in the Special Conditions and/or, after Cloudity's prior approval in writing, in the Service Provider's commercial proposal.

Parties: refers to Cloudity and the Service Provider.

Personal data: refers to any information relating to an identified or identifiable natural person in the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).

Special Conditions: means any document referring to the GTCP and describing the identity of the Service Provider, the Services provided, the applicable financial conditions and any other specific provisions applicable to the Contract as approved by Cloudity.

Service Provider: refers to the legal entity or entities chosen by Cloudity to perform the Services covered by the Order.

Service Level Agreement (SLA): refers to the document or provisions describing the level of service guaranteed by the Provider in the performance of the Services as an essential condition.

Services: refers to all services, hardware or software ordered by Cloudity from the Service Provider as described in the Order.

Software package: refers to a standard IT program developed for use by several clients.

Special Conditions: refers to any document referring to the General T&Cs and describing the Service Provider's identity, the Services provided, the applicable financial terms and any other specific provisions applicable to the Contract as approved by Cloudity.

ARTICLE 3. CONTRACT DOCUMENTS

In the event of a conflict of interpretation between the obligations arising from the various documents constituting the Contract, the document with the higher ranking in the following list, stated in descending order of priority, shall prevail:

- The Special Conditions
- The GTCP
- Where applicable, the Purchase Order,
- Where applicable, the Service Provider's business proposal as mutually agreed.

ARTICLE 4. EFFECTIVE DATE

The Contract shall enter into force on the date stated in the Special T&C or, failing that, on the date on which Cloudity issues the Purchase Order. Any Order that has been partially or fully performed by the Service Provider shall be deemed to have been accepted by the Service Provider. Where the Service Provider has any reservations relating to this Order or to the business proposal, it shall notify Cloudity of such reservations no later than three (3) business days following receipt thereof. After this period, the

Siège social - 8, place de la Résistance – 38 000 Grenoble - France
SASU AU CAPITAL DE 4 895 240,80 € - 913 269 973 RCS GRENOBLE - N°TVA FR 20 913 269 973
www.cloudity.digital

1

Service Provider shall be deemed to have accepted the Order under the terms and conditions set out herein.

ARTICLE 5. FINANCIAL TERMS

Unless states otherwise in the Special Conditions, the prices are firm, final and non-revisable. They include all taxes and duties but exclude VAT. They are stated in euros and include all costs, including the transport costs incurred by the Service Provider in performing the Order. Where applicable, they include the transfer of the Intellectual Property rights provided for in the Contract.

In addition to the statutory information required by law, invoices shall include the number of the Purchase Order issued by Cloudity or, failing that, the Contract reference number. Invoices shall be made out, in one (1) copy, to the entity that placed the Order and sent to the following address:

Cloudity
Billing Department
3 rue Paul Valerien Perrin
38 170 Seyssinet-Pariset
Or by e-mail: suppliersservice@hardis-group.com

Unless stated otherwise in the Special Conditions , invoices shall be settled within 45 days end of month from the date of issue.

Any amount due and not paid at the end of this period shall bear interest, after a formal notice has been sent and remains unheeded for 30 days, at a rate equal to three (3) times the applicable legal interest rate, plus a fixed debt recovery charge of forty (40) euros pursuant to Article D.441-5 of the French Commercial Code. Such penalties shall not apply, however, if the amount due is not paid because the invoice in question is subject to a dispute, because the Services are non-compliant, or because a breach of Contract has occurred.

In the event of non-payment by Cloudity, the Service Provider shall remain bound to fulfil its contractual obligations. Such non-payment shall not constitute grounds for suspension of the Services by the Service Provider.

If the Service Provider is a frequent Service Provider or receives a volume of Orders over the year above a certain threshold, it expressly undertakes to grant Cloudity Year-End Rebates (YERs), negotiated by mutual agreement according to the quantities of products and goods ordered during the period in question. The Parties shall draw up and sign special terms and conditions governing such Year-End Rebates.

ARTICLE 6. DELIVERY OF THE SERVICES

The quantities stated in the Order shall be complied with in full and the delivered products shall be appropriately packaged under the responsibility of the Service Provider, which shall bear the risk of breakage, loss and damage unless otherwise agreed.

Cloudity shall take delivery at the place of delivery indicated in the Order and shall expressly accept the delivery. Acceptance cannot be given tacitly under any circumstances.

Where the Services are non-compliant, or where appropriate documentation is absent, Cloudity reserves the right to refuse the Services within ten (10) business days of the delivery. The Service Provider shall then have the same period of time to remedy the non-compliance. Failing that, Cloudity reserves the right, at its discretion:

- to accept the Service as is in return for a mutually agreed discount

- to accept the Service after the Service Provider or Cloudity (or a third party appointed by Cloudity) has taken corrective action, at the Service Provider's expense

- to refuse the Service, and to make the products or goods available to the Service Provider for collection, at the Service Provider's expense, no later than fifteen (15) calendar days after notifying the Service Provider of the non-compliance.

Non-compliant Services that are refused by Cloudity shall be deemed not to have been delivered and shall attract the penalties set out under "Lead times" below. Such penalties shall apply without prejudice to Cloudity's right to claim damages for the loss suffered as a result of the non-compliance and/or to terminate the Order or the Contract.

Specific arrangements for acceptance/approval of the Services shall be described in the Special Conditions. Failing that, the terms and conditions set out above shall apply.

ARTICLE 7. LEAD TIMES

The Service delivery or performance lead times requested by Cloudity and accepted by the Service Provider shall constitute a substantial condition of the Contract. The Service Provider shall inform Cloudity, in a timely manner, of any event that may affect the performance of the Order, and of all measures taken to remedy the situation. The Service Provider shall bear full responsibility for any delay in the delivery or performance of the Service and shall bear all the consequences thereof.

The Service Provider incurs a penalty calculated as follows:

$P = (V \times D)/100$, where:

P is the amount of the penalty.

V is the value of the ordered Services against which the penalty is calculated, being equal to the VAT-exclusive price of the delayed portion of the Services, or the price of the entirety of the Services where the delay in performance or delivery of a portion thereof renders the whole unusable.

R is the delay expressed in calendar days.

P cannot exceed V in any circumstances.

Where the Service Provider fails to deliver or perform the Service, in whole or in part, Cloudity shall automatically withhold payment of the price until the ordered products are delivered in full, or until the Service has been performed in full. Alternatively, if the price has already been paid, in whole or in part, the Service Provider shall immediately refund such amount to Cloudity.

ARTICLE 8. COMPLIANCE AND QUALITY OF SERVICES

The Service Provider shall ensure that the Services comply with all applicable legal and regulatory requirements, and in particular with relevant rules and recommendations on physical and IT security. It shall also advise Cloudity of, and alert it to, any forthcoming regulatory changes that would render the Services non-compliant.

The Service Provider shall implement all appropriate human and material resources in order to perform the Services in accordance with its undertakings and shall be bound by a performance obligation with respect to the SLAs.

It shall also implement whatever resources are necessary in order to ensure the continuity of its Services. It shall comply with the IT security rules and requirements communicated by Cloudity, including those set out in the "*Code of conduct on information security and management*" appended to these General T&C. Compliance with the security undertakings shall constitute an essential condition of the Contract.

ARTICLE 9. INTELLECTUAL PROPERTY

The Service Provider hereby declares that it is either the holder of all intellectual property rights relating to the Services, or that it has obtained the necessary permissions from the third-party holders of said rights such that Cloudity may use, exploit or transfer the Services without impediment.

Where the Services covered by the Order involve the Service Provider producing goods, developing software or achieving a result specifically on behalf of Cloudity, the price shall include the acquisition of the intellectual property rights relating to the elements produced by Cloudity and its affiliates as and when the services or performed, without the need for any specific mention to this effect in the Contract. Consequently, Cloudity, as the owner, may freely exploit, license or transfer the results, in the widest possible sense, on all media and for the most diverse purposes, on a worldwide basis. In the cases mentioned above, the Service Provider shall make the source code of the software developed as part of the Order available to Cloudity. Specifically, for results that may be protected by copyright, the economic rights thus transferred to Cloudity and its affiliates by the Service Provider shall include the rights of performance, reproduction, translation, adaptation, modification, marketing, usage, retention and duplication, and more generally any and all rights of exploitation for any purpose and for the legal duration of the protection of the economic rights.

Where the Services covered by the Order involve the provision of a user license for standard software, other than software developed specifically for Cloudity, the Service Provider shall grant Cloudity and its affiliates a right to use the software in

accordance with the corresponding special terms and conditions.

Where Cloudity identifies a claim or action, the Service Provider shall hold Cloudity harmless from and against any and all claims or complaints made by third parties in connection with the Services. Consequently, the Service Provider shall use its best efforts to offer a workaround solution, whether or not the claim appears to be justified.

The Service Provider shall inform Cloudity in advance of the existence of any Open Source components in the Services. Where Cloudity accepts such components, specific intellectual property provisions may be included in the Special ConditionsT&C or in the Order.

ARTICLE 10. LIABILTY-GUARANTEE

The Service Provider shall exercise all due care and diligence in the performance of the Services. In this regard, the Service Provider may be held liable for material damage or consequential loss, of whatever nature, resulting from the non-performance or improper performance of its contractual obligations. The Service Provider cannot enforce any limitation of liability against Cloudity unless otherwise agreed in the Special Conditions.

The Service Provider guarantees the Services against any defect or vice, whether apparent or hidden, resulting from a design error, or from a material or manufacturing defect, that renders them unfit for their use and purpose. Consequently, the Service Provider shall arrange for the repair or replacement of defective products or parts and/or for the remediation of the Services as necessary, at its own expense.

Where applicable, Cloudity shall benefit from the manufacturer's guarantee relating to the delivered products. The Service Provider shall be responsible for taking out, at its own expense, the necessary insurance to cover the products until their arrival at the agreed place of delivery, as well as to cover its liability for bodily injury, material damage and consequential loss connected with the performance of the Services, and to provide proof thereof to Cloudity upon request.

This clause shall remain applicable in the event of the nullity, cancellation or termination of the Contract.

ARTICLE 11. ETHICS AND ANTI-CORRUPTION OBLIGATIONS

The Service Provider warrants that neither it nor any third party acting on its behalf in connection with the Contract (including subcontractors, if any) infringes upon human rights and fundamental freedoms, places the health and safety of individuals at risk, or harms the environment, in accordance with the principles set out in the _Business Partner Charter_ _(https://www.hardis-group.com/en/ethics-and-compliance)_.

The Parties hereby declare that they followed relevant anti-corruption rules in their pre-contractual relationship prior to entering into this Contract.

The Service Provider warrants that it and any third party acting on its behalf in connection with the Contract:

1. shall comply in full with the provisions with the _Code of conduct-Compliance and anti-corruption_ _(https://www.hardis-group.com/en/ethics-and-compliance);_
2. shall abide by and comply with all applicable anti-corruption laws and regulations, and with laws having extraterritorial application, including but not limited to the French Transparency, Anti-Corruption and Economic Modernisation Act 2016-1691 of 9 December 2016 (known as the "Sapin II" Law), the United Kingdom Bribery Act, and the United States Foreign Corrupt Practices Act;
3. shall not, by action or omission, directly or indirectly, do anything that would be likely to give rise to liability on the part of Cloudity and/or its subsidiaries for failure to comply with any of the commitments made under this article;
4. shall notify Cloudity of any event that could constitute an infringement or violation of one of the commitments made under this article, as soon as it becomes aware of such an event;
5. has not made or promised to make, and shall not make or promise to make, directly or indirectly, any monetary payment (including but not limited to fees, commissions or any other undue monetary advantage), or has not provided and shall not provide anything of value (including but not limited to inappropriate gifts, travel, meals or entertainment) to (i) any employee of Cloudity for the purpose of obtaining a business advantage, or to (ii) any third party (including but not limited to any person holding a public office) with the aim of obtaining or retaining a contract or enabling any third party to obtain or retain a contract, or of obtaining an advantage such as the reimbursement of a product;
6. shall provide Cloudity with whatever assistance and documentation is necessary to respond to any request from a duly authorised anti-corruption authority, such as the French Anti-Corruption Agency and its local equivalents;
7. shall provide access to its premises and records for the purpose of auditing compliance with the Contract, and in particular with this article.

Cloudity reserves the right to assess the risk profile of any and all Service Providers with which it enters into a relationship. This assessment may be updated periodically. In this regard, the Service Provider shall provide Cloudity with the documents necessary for such assessment.

Cloudity may decide to end its relationship with any Service Provider that it deems to pose an excessively high ethical or corruption risk.

Where the Service Provider breaches any of the undertakings given in this article, Cloudity may terminate the Contract as of right, without prior notice, by sending a formal notice by registered letter.

ARTICLE 12. COMPLIANCE WITH EMPLOYMENT LAW

Le The Service Provider remains, at all times, the sole owner of the hierarchical and disciplinary authority over members of the team assigned to perform the Services including when they are working on the Customer's premises. It shall manage all administrative, accounting and employment-related matters for the personnel involved.

The Service Provider shall inform Cloudity, without delay, in the event that members of its personnel are unavailable, where such absence has an impact on the performance of the Services. In such circumstances, the Service Provider shall replace such personnel, as soon as possible, in order to ensure continuity in the performance of the Services under the agreed terms. The Service Provider shall entrust the performance of the services to employees with the necessary skills, such that they are carried out to the requisite quality standards.

In the event of work being carried out on Cloudity's premises, the Service Provider shall follow, and ensure that its employees follow, the applicable health and safety rules as well as the Hardis Group Internal rules.

The Service Provider hereby warrants that it complies with tax and social security laws, is up to date with its payment of social security contributions, and is able to provide proof of its compliance with such requirements to Cloudity on request.

The Service Provider hereby declares that its Services shall be performed by employees who have been hired lawfully, and in particular in accordance with the provisions of Articles L.3243-1 et seq., L.4153-1, R.3243-1 et seq., and L.1221-10 of the French Labour Code.

The Service Provider undertakes to fulfil all its obligations as arising from Articles L.8221-1 et seq. of the Labour Code relating to the prohibition of undeclared labour, and from Article L.8251-1 et seq. of the same code relating to foreign workers.

In accordance with Articles L.8222-1 et seq. and D.8222-5 of the French Labour Code, the Service Provider undertakes to place on the platform www.provigis.com:

- a document certifying that it has filed its social security returns, issued by the official body responsible for collecting social security contributions for which it is liable, and dated less than six months ago
- a sworn statement that it has filed all its compulsory tax returns with the tax authorities as of the date of such statement
- an up-to-date company registration certificate (K or K-bis form, in France).

If necessary, Cloudity reserves the right to make the continuation of the contract conditional on the delivery and conformity of the documents.

ARTICLE 13. AUDIT

Cloudity may, at its own expense and under its own responsibility, conduct or commission an audit to check that the Service Provider is complying with its contractual obligations, after first giving the Service Provider at least fifteen (15) days' written notice thereof. All the files audited, and the information revealed during such an audit, shall be treated as Confidential Information. The Service Provider shall cooperate in good faith with the auditor and shall facilitate the audit by providing all necessary information and responding to all requests relating to the audit.

Where the audit reveals evidence of non-compliance, the Service Provider shall remedy the non-compliance within thirty (30) days and at its own expense. Cloudity may terminate the Contract as of right, without formality and without compensation.

ARTICLE 14. CONFIDENTIALITY

All information received by the Service Provider from Cloudity for the purposes of performing the Services, or to which the Service Provider could have access by virtue of its presence on Cloudity's premises, shall be treated as strictly confidential, without it being necessary for Cloudity to indicate or mark the information as such. The Service Provider shall treat the Confidential Information it receives with the same degree of care and protection as it affords to its own Confidential Information, and shall only disclose such Confidential Information to its employees or other personnel involved in the provision and/or performance of the Services.

Furthermore, the Service Provider undertakes not to use the Confidential Information it receives for any purpose other than the performance of the Contract. In particular, it shall not use such Confidential Information in order to engage in unfair competition, directly or indirectly, with Cloudity.

The Service Provider shall make such undertakings on its own behalf, and shall be answerable for the actions of any employee, agent, staff member, Service Provider, contributor or partner that it may call upon, for the entire duration of its negotiation, or more broadly, of its contractual relationship with Cloudity, and for as long as the information remains outside the public domain. In particular, it shall refrain from disclosing Confidential Information in any manner whatsoever, to any third party whatsoever, unless Cloudity has given its prior, explicit agreement in writing.

The Party receiving the information undertakes to keep it strictly confidential throughout the performance of the Contract and for a period of five (5) years after its expiry.

In the event that the Service Provider is obliged to disclose Cloudity's Confidential Information in order to comply with a law or with an imperative decision by a judicial or administrative authority, it must immediately inform Cloudity and ask the persons or entities to which the information must be disclosed to treat it as confidential.

ARTICLE 15. PERSONAL DATA

All terms relating to the protection of Personal Data used in this article and identified by capital letters, used in the singular or plural, have the meaning given by the General Data Protection Regulation 2016/679 of 27 April 2016 (hereinafter "the GDPR").

15.1 Processing of Personal Data when the Parties are Data Controllers

In the context of their contractual relationship, the Parties undertake to comply with applicable Personal data processing regulations, and in particular with the GDPR. In the context of the Contract, the Parties process Personal Data for which they determine, each for their processing, the purposes and means, and therefore act as Data Controllers (including business management, claims management, invoicing, bookkeeping, payment management, collections, orders, etc.). In these cases, the Service Provider does not act as Subcontractor or co-data Controller of Cloudity.

As such, the Service Provider declares being entitled to communicate this Personal Data to Cloudity in accordance with the requirements of the GDPR.

15.2 Processing of Personal Data when the Service Provider is a Data processor of Cloudity

The Services entrusted to the Service Provider under the Contract may require Cloudity to subcontract one or more Personal Data Processing to the Service provider:
(a) either for itself when Cloudity is the Data Controller, in which case the Service Provider acts as a Data Processor,
(b) or for an end customer when Cloudity is a Subcontractor of the latter. In this case, the Service Provider acts as a subsequent Sub-processor of Cloudity within the meaning of the GDPR.

15.2.1 Compliance with applicable laws

The Processor represents, warrants and undertakes that: (i) it is and shall remain at all times during the term of the Contract, and throughout the period during which it processes any Personal data under this agreement, in compliance with all applicable data protection laws and regulations; (ii) it shall never put Cloudity in a position of violating any such laws and regulations; and (iii) it shall keep and maintain records of all processing operations under its responsibility in accordance with the requirements of data protection laws and regulations and shall make such records available to any supervisory authority upon request.

15.2.2 Documented instructions on the processing of Personal data

The Processor shall process the Personal data only on behalf of Cloudity and in accordance with its written instructions. For the purposes of this section, Cloudity instructs the Processor to process the Personal data in accordance with this agreement. The Processor shall immediately inform Cloudity if, in the Processor's opinion, instructions given by Cloudity infringe the General Data Protection Regulation or the applicable Union or Member State data protection provisions. The Processor shall process the personal data only for the purpose(s) for which it received the personal data under the agreement, and only for the purpose(s) of the processing and in accordance with the instructions. Unless stated otherwise, the Processor shall cease processing the Personal data and the personal data in the event that the Contract is terminated or otherwise expires.

15.2.3 Documenting compliance

The Processor and its sub-processors, if any, shall make available to the Data Controller the documentation necessary to demonstrate compliance with their obligations and to facilitate audits by Data Controller or another auditor mandated by Cloudity. At Data Controller's request, the Processor shall cooperate in and assist with compiling or maintaining Cloudity's processing records as required by data protection laws and regulations.

15.2.4 Personnel and third parties authorized to process the Personal data

The Processor shall treat the Personal data as confidential and shall not disclose the Personal data to its personnel (whether permanent or temporary) or to third parties except as necessary in order to carry out the activities entrusted to it. In this regard, the Processor shall be answerable for the actions of its personnel and third parties with respect to these undertakings.

The Processor shall ensure that personnel or third parties authorised to process the Protected Information:
- have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality ;
- are informed of the confidential nature of the Personal data;
- have received appropriate training on their responsibilities ;
- only process Personal data on the written instruction of Cloudity, unless they are required to do so by applicable law.

15.2.5 Technical and organisational security measures

The Processor shall implement and maintain appropriate technical and organisational security measures to ensure a level of security appropriate to the risk. To this end, it shall implement measures that are at least as protective as the measures it implements for its own confidential data and information.
The aim is to:
- protect the Personal data and Confidential Information against accidental or unlawful destruction, loss, alteration, disclosure, access or processing in accordance with data protection laws and regulations, by applying the principles of data protection by design and by default to its tools, products, applications or services;

- ensure, and be able to demonstrate, that the Personal data is processed in accordance with applicable data protection laws and regulations.

15.2.6 Data protection impact assessment
The Processor shall assist Cloudity, at the latter's request, when it carries out a data protection impact assessment relating to the processing carried out in the context of the Processor's activities and shall provide assistance to Cloudity in the event of consultation with the supervisory authority.

15.2.7 Rights of data subjects
The Processor shall immediately inform Cloudity of any request made by an individual to exercise his or her individual rights under data protection laws and regulations (right of access, right to rectification, right to erasure, right to object, right to restrict processing, right to data portability, rights in relation to automated decision making and profiling, etc..) and shall cooperate with Cloudity in the performance of its obligations. The Service Provider may not contact the individual in question without Cloudity's prior, written consent.

15.2.8 Notification of personal data breaches
The Processor shall have appropriate policies and procedures in place for managing security incidents. The Processor shall notify Cloudity immediately, or within 24 hours at the latest, if it discovers an actual security breach or reasonably suspects that one has occurred. The Processor shall include any and all useful documentation to enable Cloudity to notify the breach to the relevant supervisory authority, if required. In particular, the Processor shall provide details of when the security breach occurred and when it was detected, the nature and scope of the Personal data involved, including, where possible, the categories and approximate number of data subjects concerned, the observed or potential consequences of the breach, the measures taken or proposed to be taken mitigate the negative effects of the breach, and the contact details of the data protection officer or other contact point where Cloudity can obtain more information. The Processor shall also investigate and remedy the effects of the security breach, and provide Cloudity with a written impact assessment and satisfactory assurance that the breach shall not reoccur. In the event that the Processor does not have complete information about the security breach at the time of the initial notification, it shall nevertheless make the initial notification to Cloudity at the time stated above and provide additional information as it becomes available without undue delay.

15.2.9 Storage and deletion of data
The Processor shall not store or retain any Personal data and Confidential Information except as necessary to carry out the activities entrusted to it under the agreement.
The Processor shall securely destroy or return all copies of the Personal data and Confidential Information (including all automatically created archive copies) within thirty (30) days of the expiry or termination of the agreement, or sooner if requested by Cloudity.
In addition, the Processor may be required to forward the personal data to any new processor appointed by Cloudity, if applicable.
At Cloudity's request, the Processor shall provide a "certificate of deletion" within fifteen (15) days of such request, certifying that it has deleted all Personal data and Confidential Information.

15.2.10 Subcontracting
The Processor shall not subcontract any of its obligations under this agreement without Cloudity's prior written consent. Where the Processor has obtained authorisation for the use of its existing sub-processors, it may engage additional sub-processors provided that it informs Cloudity thereof at least thirty (30) days in advance, indicating the name and contact details of the new sub-processor, the subcontracted processing activities, and the dates of the sub-processing contract. In the event that Cloudity objects to a new sub-processor, the Processor shall use reasonable efforts to avoid the processing of Personal data by the sub-processor in question, without imposing an unreasonable burden on Cloudity. Where the Processor is unable to make such a change within a reasonable period of time, Cloudity may terminate the contract, and the Processor shall cease processing the Protected Information.

The use of a sub-processor by the Processor shall be subject to the following conditions:
(a) Where the sub-processor fails to fulfil its data protection obligations, the initial Processor shall remain fully responsible to Cloudity for the performance of the sub-processor's obligations. To this end, the Processor shall ensure that the sub-processor provides the same guarantees on implementing appropriate technical and organizational security measures, such that the processing meets the requirements of the General Data Protection Regulation , as well as all applicable terms of the agreement and all applicable policies and procedures of Cloudity to which the Processor may be subject during the term of the agreement.
(b) Any sub-processors engaged to carry out the activities by the Processor shall be treated as subcontractors of the Processor and in no way shall be considered employees or subcontractors of Cloudity.
(c) The Processor shall have a written contract in place that imposes on the sub-processor the same obligations as regards the processing of Cloudity's Personal data as those imposed on the Processor in accordance with this agreement.
The Processor shall provide Cloudity, at the latter's request, with copies of all signed sub-processing agreements it has in place for the purpose of carrying out the processing activities, and shall inform Cloudity of the transfer mechanisms it uses in accordance with the General Data Protection Regulation. The Processor shall provide these copies to Cloudity within ten (10) days of such a request. The Processor may remove any commercial information from such agreements before providing copies to Cloudity.

15.2.11 Transfer of personal data
The Processor may not transfer the data to a third country or to an international organisation without the prior written consent of Cloudity. Where the Processor is required to carry out such a transfer in order to comply with Union law or with the law of the Member State to which it is subject, it must notify Cloudity of this legal obligation prior to the processing, except where the law in question prohibits such notification on imperative public interest grounds.

15.2.12 Audit
Additional to any other audit rights described in the agreement, Cloudity shall have the right to conduct an on-site audit of the Processor's architecture, systems, policies and procedures relating to the security and integrity of Protected Information:
(a) following any notification by the Processor to Cloudity of an actual or reasonably suspected security breach or of the unauthorised disclosure of Personal data;
(b) where Cloudity reasonably believes that the Processor is not complying with its security policies and procedures under this agreement ;
(c) as and when required by the supervisory authority ;
(d) for any reason whatsoever, or without reason, once a year.
In the event that significant security vulnerabilities are identified during an audit, the Processor shall remedy such vulnerabilities without delay, and no later than five (5) business days following notification by Cloudity, except where the nature of a vulnerability renders it impossible to remedy within this time frame.

15.2.13 Data protection officer
The Processor shall provide Cloudity with the name and contact details of its data protection officer, where it has appointed such an officer in accordance with Article 37 of the General Data Protection Regulation.
Contact: privacy@hardis-group.com

15.2.14 Records of processing activities
As the Controller, Cloudity undertakes to:
- provide the Processor with information on the processing of Personal data that it entrusts it to carry out;
- provide written instructions regarding the processing of data by the Processor;
- ensure that the Processor complies with its data protection obligations under the General Data Protection Regulation;
- supervise the processing operations, including through audits and inspections of the Processor.

15.2.14 Obligations of the Controller to the processor
As the Controller, Cloudity undertakes to:
- provide the Processor with information on the processing of Personal data that it entrusts it to carry out ;

- provide written instructions regarding the processing of data by the Processor ;
- ensure that the Processor complies with its data protection obligations under the General Data Protection Regulation ;
- supervise the processing operations, including through audits and inspections of the Processor.

15.2.15 Liability
In the event that the Controller is prosecuted, fined, convicted or suffers loss or harm in particular as a result of a breach by the Processor of its Personal Data protection obligations, or of an act that is contrary to the lawful instructions given by the Controller, the Processor shall bear all financial consequences resulting therefrom and shall indemnify the Controller accordingly.

ARTICLE 16.   FORCE MAJEURE
A force majeure or unforeseen circumstances are considered to be those usually accepted by French case law and courts. The Party affected by a force majeure event shall immediately notify the other party thereof by e-mail or by any other meansand shall follow up such notification with a registered letter including supporting evidence. The other Party reserves the right to verify the existence of such an event. Where one of the Parties invokes a force majeure event, it shall make every effort to mitigate the harmful effects of such a situation on the Parties as far as possible. Where the force majeure event lasts for more than three (3) months, this contract may be terminated by notification from one of the Party.

ARTICLE 17.   TRANSFER-ASSIGNMENT-SUBCONTRACTING
Cloudity has selected the Service Provider in a personal capacity based on its specific skills and expertise. The Service Provider therefore undertakes not to transfer or assign all or part of the performance of the Order to a third party without the prior written consent of Cloudity, including by way of merger, de-merger or contribution of assets. Where transfer is authorised, the transferee shall be considered a separate Service Provider and shall be required to comply in full with the terms and conditions of the contractual documents, while the Transferor shall remain answerable for the transferee's compliance with its obligations until completion of the Order.

The Service Provider shall refrain from subcontracting all or part of the Services without the prior written consent of Cloudity. Where such subcontracting is authorised, the Service Provider shall ensure that its subcontractors comply with the contractual obligations contained in the contractual documents. Even where Cloudity authorises subcontracting or approves the choice of subcontractor, the Service Provider shall remain solely answerable to Cloudity for the performance of the Services and shall not be entitled to invoke possible failings by its subcontractors as grounds for limiting its liability.

ARTICLE 18.   TERMINATION-RESOLUTION
Cloudity may terminate the Contract as of right by sending the Service Provider a registered letter following cases:
- in the event of non-performance by the Service Provider of any of its contractual obligations, fifteen days after issuing a formal notice by registered letter
- in the event that court-ordered recovery, administration or liquidation proceedings are initiated against the other Party, subject to applicable law.

The Parties may also terminate the Contract in the event of sufficiently serious non-performance, by means of notification, after sending a registered letter to the other Party, putting it on notice to fulfil its obligations within a reasonable time frame. Where the Party in question fails to fulfil its obligations, the other Party may terminate the Contract, stating the reasons for its decision.

Unless stated otherwise in the Special Conditions Cloudity may terminate the Contract at any time, after giving three (3) months' notice by registered letter. In the event of termination of the Contract, for whatever reason, Cloudity shall be entitled to retain the result and ownership of the portion of the Services performed up to the date of termination, in return for payment of the price corresponding to the said portion of the Services as set out in the Contract or, failing that, as agreed between the Parties.

ARTICLE 19.   MISCELLANEOUS PROVISIONS
- Where any provision of the General T&C is invalidated by a law, a regulation or a court ruling, it shall be struck out. All other provisions of the General T&C shall retain their full force and effect.
- The Service Provider may not mention the name, brand or logo of Cloudity or disclose the nature of the Contract between the Parties for marketing purposes without the express written consent of Cloudity.
- The Contract represents the entire agreement between the Parties in relation to its subject matter.
- The Parties hereby expressly acknowledge that any electronically signed document, in the meaning of Article 1367 of the French Civil Code, and any document signed by hand and then scanned shall have the same probative value as an original written document signed by hand on paper.
- The Parties hereby formally agree that any indulgence or waiver by either Party in the enforcement of all or part of the obligations arising from the General T&C, irrespective of the frequency and duration thereof, shall not be deemed to constitute an amendment of this Contract or to give rise to any right whatsoever.
- Neither Party may make a commitment in the name of and/or on behalf of the other Party. In addition, each Party shall remain solely responsible for its acts, statements, commitments, services, products and employees.
- The Parties undertake to buy, and keep in effect, an insurance contract from an insurance company for all the monetary consequences of its third party, business, tort and/or contractual liability related to bodily injury, and material and immaterial damage caused to the other party or any third party in the framework of the execution of the present general terms and conditions of sale.

ARTICLE 20.   LAW AND JURISDICTION
The Parties hereby expressly agree that the contractual documents shall be governed by French law, to the exclusion of the Vienna Convention on the International Sale of Goods.
IN THE EVENT OF A DISPUTE AND AFTER ATTEMPTING TO REACH AN AMICABLE SETTLEMENT, **THE COMMERCIAL COURT OF GRENOBLE** SHALL HAVE EXPRESS JURISDICTION, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR JOINDER OF THIRD PARTIES, EVEN FOR EMERGENCY PROCEEDINGS OR PROTECTIVE PROCEEDINGS, WHETHER IN SUMMARY COURT OR BY WAY OF A PETITION. THE LANGUAGE TO BE USED IN PROCEEDING SHALL BE FRENCH.