

GENERAL TERMS AND CONDITIONS V. October.25

Article 1 - SCOPE

These General Terms and Conditions shall apply to all Services provided by CLOUDITY and govern, including but not limited to, all discussions, negotiations, preliminary agreements, orders and arrangements in any form whatsoever.

The Contract consists of the following documents (hereinafter "Contract") in descending order of priority : i) the Particular Conditions (including without limitation statement of work(s), work order(s) or other documents referring to these General Terms and Conditions) and their appendices, ii) if applicable, the Specific General Terms and Conditions linked to the Services, iii) the General Terms and Conditions in the version in force on the date of signature of the Contract, and iv) the Commercial Proposal if applicable.

Article 2 - DEFINITIONS

When used in these General Terms and Conditions, as well as in the Contract, the terms written with a capital letter shall have the following meaning. These definitions could be modified or fulfilled in other documents constitutive of the Contract.

Acceptance testing: means the process of testing of a Deliverable conducted to determine if the agreed requirements are met.

Affiliates means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a 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.

Anomaly: means a reproducible bug or a non-compliance to the Specification of a Specific Development.

Background: means any information or data which does not result from the execution of the Services, irrespective of its subject matter, nature and medium, that is not limited to any Intellectual Property Rights, know-how or trade secret, and which either belongs to a Party or is licensed to a Party by a third party at the signature of the Contract.

Client: means the legal entity with whom CLOUDITY has entered into a Contract as set forth in the Particular Conditions and/or the legal entity receiving Services from CLOUDITY.

CLOUDITY: means the simplified joint-stock company CLOUDITY, organized under the laws of France having its principal office at 8 place de la Résistance 38 000 Grenoble registered with the Trade and Companies Registry of Grenoble (France) under n° 913 269 973

Confidential information : means any information and data, that either party discloses (a "Disclosing Party") to the other party (a "Receiving Party"), whether in writing, electronically, or orally and in any form (tangible or intangible), like figures, projections, estimates, pricing data, manuals or procedures, supplier information, and any other information of a similar confidential nature regarding the business but will not include [a] any information that the Receiving Party possessed before the date of disclosure, [b] became or becomes a matter of public knowledge through authorized sources, [c] has been or is required to be disclosed by law or governmental order or regulation. CLOUDITY's business data and Information are deemed as Confidential Information.

Data Controller: means a person, company, or other body that determines alone or jointly with another person, company or body the purpose and means of Personal Data processing.

Data Processor: means a person, company, or other body which processes Personal Data on behalf of the Data Controller.

Deliverable: means the work product, including IT items or documentation required to be delivered by CLOUDITY under this Contract. The Deliverables are specified in the Particular Conditions.

Documentary deliverable: means any document related to the use, the exploitation and the operating of any Specific Development provided by CLOUDITY under this Contract or any meeting minutes or training materials. The Deliverable documentation is specified in the Particular Conditions.

Force majeure: means any unforeseeable and exceptional circumstances beyond the reasonable control of either Party which prevent it from performing its obligations under this Contract and which are not due to any fault or negligence on their part, and which could not have been avoided by the exercise of due diligence. Such circumstances may include but are not restricted to war, domestic riots, acts of terror, floods, fires, earthquake and other natural disasters.

GDPR: means the EU regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

General terms and conditions means the present document.

HARDIS Group : means the company HARDIS GROUPE (registered under number 513 852 657 at the Grenoble Trade and Companies Register), as well as all its Affiliates.

Intellectual Property Rights: means without limitation, copyright, registered and unregistered design rights, moral rights, patents and patent applications, registered and unregistered trademarks, including any applications for the same, registered and unregistered drawings, specifications, proprietary information, trade secrets, know-how, rights of confidentiality and other rights of alike nature throughout the world.

Materials: means all items, not exclusively limited to software, documentation, equipment or computing facilities, made available by the Client or a third-party, necessary for the performance of the Services, that the Client undertakes to acquire prior to the start of the Services or when required for the performance of the Services.

Particular Conditions: means any document referring to General Terms and Conditions specifying the Services, prices, name of the Client,

Party: means either the Client or CLOUDITY.

Personal data: means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the identity of that natural person.

Syntec Index : means the revised Syntec index published from september 2022 (<https://www.syntec.fr>).

Services: means any performance provided by CLOUDITY within the scope of the Contract.

Specific developments: means the IT program created by CLOUDITY specifically for the Client as set forth in the Particular Conditions.

Specifications: means any document specifically created by CLOUDITY for the Client under the Contract, approved by the Parties defining the technical or functional requirements of the Services. Once validated by Parties, the Specifications consists of Services agreed requirements for Acceptance Testing.

Third-Party Software: any existing or upcoming computer software and other software products, operating systems, computer programs, computer tools, provided by third-parties as deemed necessary by the Client for the purpose of the Contract, the rights to use must be acquired by the Client at the beginning of the Services and maintained as long as needed for Services.

Working Day: any weekday from Monday to Friday outside public holiday applicable at the place of performance of Services.

Working Hours: any time between 9 am and 5 pm during a Working Day.

Article 3 - COLLABORATION

The Parties undertake to actively collaborate in order to facilitate the performance of the Services. The Client commits to communicate all necessary or useful information for the performance of the Services. CLOUDITY shall provide the Client with the essential information in its possession that is necessary for the proper understanding and execution of the agreed Services.

It shall inform the Client, in good faith, of any elements that are material to the Client's consent, to the extent that the Client is not legitimately aware of them, and shall alert the Client in the event of clearly inappropriate choices or major technical risks, within the limits of its knowledge and the information provided by the Client.

The Client acknowledges that it is responsible for defining its needs, verifying the suitability of the services to its objectives, and actively cooperating with HARDIS to ensure proper performance of the Contract.

The Parties may agree on setting up committees responsible for monitoring the progress of the Services.

Article 4 - FINANCIAL CONDITIONS

1. PRICES

The Client undertakes to pay the price corresponding to the Services within thirty (30) days from the issue date of the invoice. The price is calculated as indicated in the Particular Conditions. Payments are net without any deductions and made by bank transfer to CLOUDITY bank account as indicated in the Particular Conditions. Travel expenses, stay and meal costs are invoiced to the Client at the actual costs with receipts.

2. TAXES

Any taxes that CLOUDITY would be required to pay under the Contract shall be re-invoiced and paid by the Client. Any change to the VAT rate shall be automatically reported on the prices. For the Services performed in any foreign country of CLOUDITY, the price indicated in the order, does not include taxes and other fees applicable in the receiving country and other importation fees that may be enforced at the delivery. Those taxes and fees shall be added to the amount paid by the Client. When required by applicable regulations, the Client agrees to provide any supporting evidence necessary to demonstrate the payment of such taxes.

3. INDEXATION

The applicable price will be revised each year on January 1st, in accordance with the following formula:

$$P_n = P_{n-1} \times \frac{S_n}{S_{n-1}}$$

where:

- P(n) represents the reviewed price to be applied from the next January 1st,

- P(n-1) represents: the price applicable at the date of the indexation.
- S(n) represents the most recent "Syntec index" published at the date of revision;
- S(n-1) represents :
 - o For the first indexation, the Syntec Index indicated in the Particular Conditions, if any, or failing that, the last Syntec Index published on the date of signature of the Contract,
 - o For following indexations, the Syntec Index resulting from the previous indexation.

4. LATE PAYMENT

Should any amount due and payable by the Client under the terms of the Contract not paid to CLOUDITY on the due date of payment, the Client shall pay interest, without prejudice to any other rights under the Contract or by law, commencing from the due date of payment to the date of effective payment on the payment due, at three times the legal rate published at the date of the invoice. The Client shall reimburse, per invoice, the indemnity of forty (40) euros per invoice and all costs and expenses incurred in the collection of any overdue amount.

If the Client fails to make the payment of an invoice, CLOUDITY shall have the right forthwith to suspend all further performance of Services, if the situation persists, fifteen (15) days after the sending of a prior formal notice to execute and until such default is cured. Any additional costs and expenses of whatever nature incurred by CLOUDITY as a result of the Client's failure to make payments on time pursuant to this clause thereof shall be borne by the Client.

In the event of a non-payment of the invoice for more than thirty (30) days after the previous formal notice, CLOUDITY shall have the right to terminate the Contract, without prejudice to any other rights or remedies which may be available. All payments shall remain acquired by CLOUDITY in any case.

Article 5 - TERMINATION FOR DEFAULT

In the event either Party commits a material breach of its obligations under the Contract and fails to cure such breach within thirty (30) days after written notification describing such breach, the other Party will have the right, as a sole and exclusive remedy, to terminate the Contract upon written notice sent by registered letter with acknowledgment of receipt.

The termination is not retroactive, and the Services performed are not refundable.

Article 6 - LIABILITY

CLOUDITY will use its best efforts to perform its contractual obligations in accordance with the rules and practices of the profession.

The liability of CLOUDITY may be held for a breach arising out of the performance of its obligations under the Contract directly causing a damage to the Client.

In accordance with law, the liability of CLOUDITY cannot be held for indirect and unforeseeable damage.

In any case, the entire liability of CLOUDITY, its employees, representatives, relating to any breach, negligence or fault, during the performance of the Contract, will be limited to the amount paid by the Client, under the Contract to which the breach relates, in the last twelve (12) months prior the actual breach, or the sum of ten thousand euros (10 000 €), whichever is greater.

The Client undertakes to take useful measures at its disposal to protect and back-up its data. Damage to files, computer memory or any document, material or program, and loss of profits, turnover, margins, income, orders, customers, operations, business actions, data, computer programs, damage to brand image and action by third parties shall be deemed to be indirect damage. This provision remains applicable in the event of nullity or termination of the Contract.

In any event, the liability of CLOUDITY cannot be held if a lack of cooperation from the Client restricts the performance, in whole or in part, of the Services and cannot be held more than two (2) years after the concerned breach.

This limitation of liability includes all claims, damages and expenses of any kind related to any breach, negligence, or fault under the Contract.

Article 7 - FORCE MAJEURE

In the event either Party is unable to perform its obligations under the terms of the Contract because of a Force majeure event, such Party shall not be liable for damages to the other resulting from such failure to perform. The Party shall inform the other Party in writing with supporting evidence, of any Force Majeure event that makes it impossible to fulfil the Contract. If the duration of the force majeure event exceeds three (3) months, the Contract may be terminated by either Party.

Article 8 - INSURANCE

Parties shall maintain, for the duration of the Contract, a policy of general liability with financially sound and reputable insurance companies, to cover its professional and Public liabilities, for any bodily, material and immaterial damages caused to the other Party in the performance of the Contract.

Article 9 - COMPLIANCE WITH LABOUR LAWS

CLOUDITY remains, in all circumstances, sole holder of the hierarchical and disciplinary authority over its personnel assigned to the performance of the Services. CLOUDITY ensures the administrative, accounting and social management and, as such, reserves the right to manage its personnel.

CLOUDITY will inform the Client, as soon as it becomes aware of any unavailability of a member of its personnel when such absence has an impact on the performance of the Services.

In case of absence, due to force majeure, illness or resignation of any of the employees assigned to the performance of the Services, or for any reason that is not exclusively due to an act of CLOUDITY, the obligations under the Contract cannot be jeopardized by the Client.

In accordance with law, CLOUDITY certifies on its honor that it has not committed the offence of hiring undocumented labor, illegal subcontracting, illegal lending of labor, employing a non-national without a work permit, slavery or traffic in foreign labor.

CLOUDITY shall take care of the management, administration and remuneration of all the personnel that it is liable to hire under its responsibility to fulfill the Contract. However, CLOUDITY's personnel, when it works in the Client's premises, must comply with the internal regulations, health and safety rules applicable, if communicated to CLOUDITY beforehand.

CLOUDITY undertakes, in particular, to provide the Client with all evidence regarding the legal and regulatory requirements under Labor code.

Article 10 - INTELLECTUAL PROPERTY RIGHTS

All CLOUDITY's Intellectual Property Rights shall be and remain the property of CLOUDITY. Except otherwise provided in Specific or Particular Conditions, the Client acknowledges and agrees this Contract does not transfer to the Client any Intellectual Property Right. The Client will not infringe, either directly or indirectly, the Intellectual Property Rights of CLOUDITY or of any Third-Party software licensors connected to the performance of the Contract and will indemnify and hold CLOUDITY harmless against any loss or damage including reasonable attorney's fees which it may suffer or incur as a result of the Client's breach. The Parties agree that the Services may require the use of open-source software.

Article 11 - MATERIAL

During the execution of the Services, the Client remains custodian of all its Material, including those made available to the personnel of CLOUDITY. When the Contract requires the provision to CLOUDITY of Material not owned by the Client, the latter warrants to have all rights to allow such disposal. If the Client does not provide Materials to CLOUDITY, CLOUDITY shall not be liable for the non-performance or improper performance of the Services.

The Client warrants CLOUDITY against any possible claim due to this provision of Material.

If necessary for the performance of the Services, the Client grants CLOUDITY a right to use, reproduce, modify, adapt, develop and correct the applications included in the scope of the Contract.

When the Client is not the owner of Intellectual Property Rights, it must obtain, prior to any intervention of CLOUDITY, the necessary permissions required from third parties concerned for the performance of the Services under the Contract.

Therefore, the Client holds CLOUDITY harmless against any action, claim, demand or opposition from any third-party claiming an Intellectual Property Right.

Article 12 - ACCEPTANCE

12.1. DOCUMENTARY DELIVERABLE

The Documentary Deliverables described in the Particular Conditions.

The Documentary Deliverables or minutes shall be sent to the Client for validation. The Client can transmit its comments within five (5) working days.

In case of comments issued by the Client, CLOUDITY will have to send a new version of the Documentary Deliverable. If the deadline expires without any comments from the Client or without any validation of the Documentary Deliverable, the latter shall be deemed validated by the Client in its latest version transmitted by CLOUDITY.

12.2. SPECIFIC DEVELOPMENT

Acceptance testing aims to verify the functioning and compliance of the Specific Development with its Specifications. The tests performed during this phase may be functional or technical. They are conducted by the Client, based on test sets and test scenarios made by the Client and sent to CLOUDITY one week before the start of test operations. Only an Anomaly preventing the full operation of the Specific Development may justify the postponement of Acceptance by the Client. The Acceptance will result in the drafting of an Acceptance report, signed by the Parties.

Nevertheless, it is agreed that in the absence of a response from the Client within eight (8) working days following reception of the Specific Development, the Acceptance shall be deemed tacitly declared. Any production launch of the Specific Development shall constitute approval and validation of the Acceptance.

Article 13 - PERSONAL DATA PROCESSING

For the purposes of this Article, capitalized terms not defined in this Contract shall have the meaning given to them in the GDPR.

13.1 PROCESSING OF PERSONAL DATA WHERE BOTH PARTIES ACT AS DATA CONTROLLERS

Each Party may process Personal Data in its capacity as Data Controller for the performance of the Contract or for purposes such as commercial management, complaint handling, invoicing, accounting, payment processing, debt collection, order management, marketing, archiving obligations, and data retention. The Parties declare that they are legally authorized to share such Personal Data in accordance with the GDPR and have implemented appropriate security, confidentiality, and integrity measures to protect Personal Data from unauthorized access, loss, or alteration, taking into account current technology, the nature of the Data, and the risks involved. CLOUDITY shall process data in accordance with its privacy policy available at: <https://cloudity.com/respecting-personal-data/>

13.2 PROCESSING OF PERSONAL DATA WHEN CLOUDITY ACTS AS A DATA PROCESSOR

The services entrusted to Cloud under the Contract may require the Client to subcontract one or more Processing operations to HARDIS. In this case, CLOUDITY acts as Processor and the Client as Data Controller.

Pursuant to Article 28(1) GDPR, the Client acknowledges that has provided sufficient guarantees regarding the implementation of appropriate technical and organizational measures, taking into account the state of knowledge, implementation costs, the nature, scope, context, and purposes of Processing and the risks for data subjects.

13.2.1 processor's obligations

CLOUDITY shall process the Data solely for the purpose(s) that are the subject of the subcontracting and in accordance with the Client's documented instructions.

It declares that it maintains in writing a record of all categories of processing activities carried out on behalf of the Client, containing the information required by the GDPR.

If the Processor considers that an instruction constitutes a breach of the GDPR or of any other provision of Union or Member State law relating to the protection of personal data, it shall immediately inform the Client, as the Data Controller.

If the Processor is required to transfer Data to a third country or to an international organization under Union law or the law of the Member State to which it is subject, it shall inform the Client of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest.

The Processor shall ensure the confidentiality of the personal Data processed under the Contract by ensuring that persons authorized to process the Data are subject to an appropriate obligation of confidentiality.

It shall also ensure that such persons receive the necessary awareness training on personal Data protection and that they take into account, in relation to its services, the principles of Data protection by design and by default.

CLOUDITY shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the personal Data subject to the subcontracted Processing ([link](#) to HARDIS group security policy, https://www.hardis-group.com/sites/default/files/en_ssi-pol.005_information_systems_security_policy_-_c4.pdf).

Depending on the nature of the processing and the Service, additional security measures may be specified in the Contract.

Depending on the nature of the Processing and to the extent possible, the Processor shall assist the Client, under terms to be defined, in taking appropriate technical and organizational measures and complying with its obligations.

It shall also assist the Client in fulfilling its obligation to respond to requests from Data Subjects exercising their rights by forwarding the requests received, but shall not be authorized to respond to them under any circumstances.

Taking into account the nature of the Processing and the information available to the Processor, the latter shall assist the Data Controller in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR.

However, if such assistance involves time, effort, or additional costs on the part of the Processor, the Parties shall agree on the terms for covering the related costs before such assistance is provided.

13.2.2 controller's obligation

The Client, as Data Controller, determines the purposes and means of the Processing of personal Data. The Client is solely responsible for submitting any requests for opinions and/or authorizations to the competent authorities, including the Commission Nationale de l'Informatique et des Libertés (CNIL), as well as for carrying out any other procedures such as a data protection impact assessment.

The Client warrants that the Processing is lawful and that the personal Data is collected and processed by the Client in compliance with the GDPR.

In particular, the Client guarantees that it provides the required information to the Data Subjects at the time of collection or within the required timeframes when the personal Data has not been collected directly from the Data Subject, in accordance with Articles 12 to 14 of the GDPR. The Data Controller shall indemnify the Processor against the consequences of any failure on its part to comply with its obligations under the GDPR. The Data Controller shall provide the Processor with its instructions and all necessary information to enable the Processor to perform the Service in compliance with the GDPR, in particular through the "Description of the Processing" subject to the subcontracting, as set out in an annex of the Contract.

13.2.3 subprocessing

CLOUDITY may engage (or disclose the Client's personal Data to) another Processor that provides the same guarantees regarding the implementation of appropriate technical and organizational measures (hereinafter, the "Sub-processor") to carry out specific processing activities. In such case, the Processor shall inform the Client, who shall have a period of eight (8) days to raise any reasoned objections in writing. The Processor shall ensure that the Sub-processor complies with the obligations herein. In the absence of objections, the Client shall be deemed to have accepted the Sub-processor.

Affiliated companies of HARDIS Group may process the Client's Data as part of the business relationship and are therefore considered Sub-processors.

13.2.4 transfer of personal data

The Processor may transfer personal Data to a third country located outside the European Economic Area (hereinafter also: "EEA") in accordance with the safeguards referred to in Article 46 of the GDPR. The transfer of personal Data to a country outside the EEA is only permitted if:

- the destination country ensures an adequate level of protection for personal Data comparable to that of the European Union; or
- the Processor, the Sub-processor, or the affiliated company has entered into a contract based on standard contractual clauses or has implemented another legal mechanism authorizing the transfer of personal Data to a third country under applicable regulations.

13.2.5 personal data breach

The Parties shall notify each other of any personal Data breach affecting the Contract as soon as they become aware of it. This notification may, if necessary, be supplemented with any useful information to enable the Data Controller to notify the breach to the competent Supervisory Authority and to the Data Subjects in accordance with Article 33 of the GDPR. Under no circumstances shall the Processor notify the Supervisory Authority on behalf of the Data Controller.

13.2.6 deletion or return of personal data

At the choice of the Data Controller, the Processor shall delete all personal Data or return it to the Data Controller at the end of the service relating to the Processing and shall destroy any existing copies, unless Union or Member State law requires the retention of the personal Data. This clause shall remain in effect after the expiration or termination, for any reason, of the Contract.

13.2.7 audit

CLOUDITY shall make available to the Data Controller all information necessary to demonstrate compliance with its obligations regarding the Processing of personal Data and to allow for audits.

An audit may be carried out with twenty (20) business days' prior notice and subject to the conclusion of an audit agreement, limited to once per year. It shall be conducted at the Data Controller's expense, either by the Data Controller or by a third party that is not a competitor of the Processor. Any costs incurred by CLOUDITY in connection with the audit, particularly due to the availability of staff during the audit period, shall be re-invoiced to the Client when the audit exceeds one (1) day.

Article 14 - ETHICS AND ANTI-CORRUPTION MEASURES

The Parties, as well as any third party acting on their behalf within the framework of the Contract, undertake to ensure that no infringement of human rights, fundamental freedoms, the health and safety of persons or the environment is caused by them in the course of their activities, in accordance with the principles set out in HARDIS Group's [Business partner Charter \(https://www.hardis-group.com/en/ethics-and-compliance\)](https://www.hardis-group.com/en/ethics-and-compliance). The Parties certify that in the context of their business relations, the provisions relating to the fight against corruption have been complied with, in accordance with HARDIS Group's [Code of conduct \(https://www.hardis-group.com/en/ethics-and-compliance\)](https://www.hardis-group.com/en/ethics-and-compliance). These documents are subject to change. The latest online version is applicable. The Parties will notify each other, as soon as it becomes aware of any event that may constitute an actual or potential breach of this section or any applicable anti-corruption laws and regulations, they will provide reasonable assistance and access to documentation necessary to respond to any request from a duly authorized authority relating to the fight against corruption.

CLOUDITY reserves the right to assess the Client's level of risk in terms of anti-corruption. This assessment may be updated periodically. In this context, the Client undertakes to provide to CLOUDITY, without delay, the documents required for this assessment. In the event of a breach by the Client of any of the guarantees given under this article, CLOUDITY may terminate the Contract ipso jure, immediately if the breaches are irreversible or thirty (30) days after sending a formal notice sent by registered letter with acknowledgment of receipt remained unsuccessful.

Article 15 - CONFIDENTIALITY

Under the Contract, it may be necessary for one party (the "Disclosing Party") to disclose to the other party (the "Receiving Party") Confidential Information. Each party agrees that it will protect Confidential Information of the other party including of any Affiliates, exercising a degree of care not less than the care than it customarily uses in safeguarding its own Confidential Information, but in any event, no less than a reasonable degree of care. All confidential information shall be used by any other Party hereto solely for the purpose of rendering or obtaining services pursuant to the Contract and shall not be disclosed to any third-party without the prior consent of such providing Party.

Each Party shall maintain all such Confidential Information for a period of five (5) years from the date of termination of this Agreement.

Article 16 - MISCELLANEOUS

16.1 COMMERCIAL REFERENCE

CLOUDITY is authorized to use the following information as a commercial reference in publications, events and actions: Client's name, trademark, logo, website and the Contract purpose.

16.2 NON-SOLLICITATION

The Client shall not, without the prior written consent of CLOUDITY given in writing, directly or indirectly, or through any of its subsidiaries, affiliates or related persons, employ or attempt to employ or otherwise engage (whether as an employee, contractor, subcontractor or otherwise) any employee or subcontractor of CLOUDITY or any person engaged that took part in the performance of the Services. This undertaking is effective as from the start of the performance of the Services and shall be effective for a period of twelve (12) months after the end of the Contract. Should this undertaking be violated, the Client shall pay CLOUDITY a penalty amount of twelve (12) months of remuneration of the concerned personnel, based on the latest remuneration applicable at the date of the concerned person's departure, or if applicable, the daily rate of the involved sub-contractor multiplied by 218 days.

16.3 ASSIGNEMENT

Either Party may not without the prior written consent of the other Party assign or transfer this Agreement or any of its rights or obligations hereunder to any third party, being nonetheless expressly allowed that CLOUDITY can assign and transfer in whole or in part this contract and any of its related rights and obligations to any company within the HARDIS Group.

16.4 INTERPRETATION

Headings are for convenience only and shall not govern the interpretation of the Contract or these General Terms and Conditions.

16.5 SEVERABILITY

In the event of any clause or provision or part thereof of the Contract or these General Terms and Conditions being rendered or declared ineffective, invalid, unenforceable or illegal by any legislation or by any decision, the remainder of any affected provision of the Contract and these General Terms and Conditions shall remain in full force and effect.

16.6 NOTICES

Any notice, report or statement required under the Contract shall be given or made in writing by registered mail with acknowledgement of receipt to the head office of the Parties indicated in the Particular Conditions to the attention of Legal Department.

16.7 INDEPENDENT CONTRACTORS

The relationship of the Parties is that of independent contractors, and nothing contained in the Contract shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, or (ii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

16.8 SUBCONTRACTING

CLOUDITY reserves the right to subcontract the performance of the Services in whole or part, including to any company within the HARDIS Group its Affiliates. The management and administration of subcontractors shall be under CLOUDITY's sole liability. CLOUDITY remains liable for the performance of the Services provided by the subcontractor.

16.9 WAIVER

Any failure delay or indulgence of a Party in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder.

16.10 ELECTRONIC SIGNATURE

This Contract may be signed electronically in accordance with Regulation EU n°910/2014 on electronic identification and trust for electronic transactions in the internal market (eIDAS Regulation).

Article 17 - MEDIATION

In the event of any dispute arising under or in connection with the Contract, before either Party may initiate a claim pursuant to provision 20 below, the Parties must attempt to resolve the dispute through mediation.

A Party shall submit a dispute to mediation by written notice to the other Party. The mediation shall be conducted by a single mediator selected by the Parties within fifteen (15) calendar days. The cost of mediation will be shared equally. If the dispute has not been resolved within sixty (60) days after the appointment, any of the applicable Parties may submit the dispute to the court.

Article 18 - LAW AND JURISDICTION

THE CONTRACT AND THESE GENERAL TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE, TO THE EXCLUSION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

IN ABSENCE OF AMICABLE RESOLUTION WITHIN 90 (NINETY) DAYS AFTER THE ANY DISAGREEMENT ARISES, ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT OR THESE GENERAL TERMS AND CONDITIONS SHALL BE FINALLY SETTLED UNDER **THE COMMERCIAL COURT OF GRENOBLE.**