

SPECIFIC TERMS APPLICABLE TO BETA SERVICES

ARTICLE 1. PURPOSE

The purpose of these Specific Terms, which complement the SCALEWAY General Terms of Service, is to define the terms, in particular technical and financial terms, that are applicable to the Services provided by SCALEWAY to the Client on an early-access basis, primarily Services with “Private BETA”, “Public BETA”, “Early Access”, “Discovery” or “Labs” status, which are hereinafter referred to as the “BETA Services”.

These Specific Terms shall take precedence over the General Terms of Service, should a discrepancy arise between these two documents.

ARTICLE 2. TERMS OF USE OF THE BETA SERVICES

The BETA Services will be made available to the Client so that the Client can test them and try them out, provide feedback and suggestions to SCALEWAY’s teams, report errors or malfunctions, and suggest modifications or areas for improvement, before the BETA Services are approved for more general release by SCALEWAY.

The BETA Services may be modified, suspended or definitively discontinued by SCALEWAY without notice and without this granting the Client the right to any form of indemnity. It is therefore the Client’s responsibility to guard against all risks associated with a modification or termination of the BETA Services, in particular by making frequent backups of the Client’s Content. Moreover, in no way SCALEWAY guarantees the definitive and/or general release of the BETA Services at the end of their early access period.

The BETA Services are provided on an “AS IS” basis to the Client, who uses them at their own risks. The Client acknowledges, in particular, that:

- SCALEWAY provides no warranties concerning the reliability, the integrity, the continuity or the availability of the BETA Services and makes no commitments in terms of a service level with regard to said Services. Consequently, SCALEWAY will not pay any form of penalties or grant any service credits or credit notes to the Client in the event of a malfunction, degradation or unavailability of the BETA Services;
- SCALEWAY provides no warranties of any kind concerning the integrity or the permanence of the Content that is stored, hosted, exploited, used, displayed or distributed by the Client by means of the BETA Services and does not back up said Content in any way;
- Without prejudice to the applicable warranties provided for by law, SCALEWAY refuses the application of all commercial warranties, including implicit warranties concerning peaceful enjoyment, marketability and suitability for a particular purpose;
- SCALEWAY will not assume any liability of any kind whatsoever in the event that the Client suffers loss in connection with the use of a BETA Service. If, in spite of this clause,

SCALEWAY's liability is triggered in respect of a BETA Service, said liability would be limited, except in the event that the physical integrity of individuals is affected, to an aggregate, all-inclusive and definitive sum, the amount of which cannot exceed three hundred and fifty euros (€350) per Client;

- SCALEWAY calls the Client's attention to the fact that the BETA Services are in no way designed to be used in production environments;
- SCALEWAY formally prohibits all use of the BETA Services for industrial facility control systems or all systems that have the potential to cause violations of the physical integrity of individuals.

The Client declares that they have been fully informed of the risks that are inherent in the selection and use of a BETA Service. This is a substantive condition, without which SCALEWAY would not have accepted the Client's selection of BETA Service(s).

ARTICLE 3. TECHNICAL AND COMMERCIAL ASSISTANCE

SCALEWAY shall not provide any technical or commercial assistance in connection with the BETA Services.

The BETA Services are thus intended for Clients who have the capacity and competencies that are necessary for correct use and appropriate management of the BETA Services.

When SCALEWAY provides the Client with documentation, in particular concerning the SCALEWAY website, the Client undertakes to review said documentation and to refer thereto when necessary.

ARTICLE 4. TERM

The BETA Services shall take effect as soon as they are activated on the SCALEWAY website by the Client; the Account Management Console or the APIs provided by SCALEWAY.

The BETA Services are selected for an indefinite period, with no minimum period of use. They may be terminated at the initiative of the Client or SCALEWAY, without said termination requiring any formalities or any notice period. Termination will take effect immediately.

SCALEWAY in no way guarantees the continuity or the definitive and/or general release of the BETA Services.

ARTICLE 5. FINANCIAL TERMS

SCALEWAY reserves the right to invoice the BETA Services or to offer the BETA Services free of charge with no consideration required.

If the BETA Services are invoiced, the financial terms stipulated in the General Terms of Service shall apply.

ARTICLE 6. FEEDBACK AND SUGGESTIONS

For their use of the BETA Services, the Client may have to provide feedback and/or suggestions for the improvement or modification of said Services (hereinafter referred to as the “Suggestions”).

In such a scenario, SCALEWAY reserves the right to use and exploit said Suggestions freely, without this conferring any intellectual or industrial property right or any other form of right on the Client.