COZY CLOUD HOSTING CONTRACT

Version 2020.1.1

This contract (the "Agreement") is concluded between Gandi, a Simplified Joint Stock Company with a capital of 630,000 €having its registered office at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 in the Paris Trade and Companies Register, VAT number FR81423093459 (hereinafter referred to as "Gandi" or "We", "Our", "Our"), and any legal entity or individual, acting in its own name or in the name and on behalf of an Organisation (hereinafter the "Customer", "You", "Your" or "Your") which subscribes to the Cozy Service, as defined below, published by the company Cozy Cloud SAS (hereinafter "Cozy Cloud").

Article 1. Definitions

Terms used in the Agreement, beginning with a capital letter, have the meaning given to them in the General Terms and Conditions of Service, unless specifically defined in this Agreement.

Anomaly: Refers to a malfunction or unavailability of the Hosting Platform.

Cozy Software: Refers to the cloud storage software solution published by Cozy Cloud (and the various modules making up the Cozy Software where applicable), updates and/or new versions of the Cozy Software as well as the back office providing access to the administration and parameterisation functions of the Cozy Software.

Hosting Platform: Refers to all the hardware, operating system, execution environment, database types, and network connections defined and implemented by Gandi allowing Gandi to host the Cozy Server.

Cozy Server: Refers to the software and hardware resources constituting the logical server made available to You and maintained by Cozy Cloud on the Hosting Platform to provide the Cozy Service. The Cozy Server stores and operates Your Content. To create Your Cozy Server, You must first create a Cozy Account.

Cozy Service: Refers to the services provided by Cozy Cloud, as detailed in Article 4 hereof.

Article 2. Contractual framework

This version of the Agreement supersedes all versions previously accepted by You.

Subscribing to and using the Cozy Service implies acceptance and compliance, without restriction or reservation, with the following contractual provisions (hereinafter together referred to as "the Contractual Framework"):

- the General Terms and Conditions of Service,
- this Agreement and the technical conditions and limitations detailed on the Cozy Cloud website,
- the Cozy Cloud Terms of Services accessible at the URL https://cozy.io/en/legal/.

The provisions of this Agreement supplement the General Terms and Conditions of Service, the provisions of which shall, in the absence of any specification to the contrary in this Agreement, be given full and complete application.

Terms used in this Agreement that begin with a capital letter have the meaning given to them in Gandi's General Terms and Conditions of Service Provision, unless otherwise specified in the Agreement.

In the event of contradictions or difficulties of interpretation between this Agreement and the General Terms and Conditions of Service, the provisions of the Agreement shall prevail.

Article 3. Subject

The present Agreement determines the conditions according to which Gandi provides You with the Cozy Service to allow You to host Content.

Article 4. Presentation of the Cozy Service

4.1 By activating the Cozy Service, Cozy Cloud gives You the right to
- access the Hosting Platform to use the Cozy Software;
- to benefit from its hosting, storage and backup services for (i) the Cozy Software and (ii) Your Content;
- to benefit from maintenance services for the Cozy Software and assistance/support services for the use of the Cozy Software as defined by Cozy Cloud.

The Cozy Service is the accessory to the domain name to which You choose to associate the said Cozy Service.

4.2. The technical specifications of the Cozy Service as well as its price and the payment terms offered are defined by Cozy Cloud and described on the Cozy Cloud website.

4.3 It is specified that Gandi only acts as a technical intermediary, solely for the purposes of ensuring the hosting of the Cozy Software on Our Platform.

The development, operation, availability, accessibility and maintenance of the Cozy Software and the Cozy Server are provided by Cozy Cloud, according to the service levels defined by Cozy Cloud. The administration and support of the Cozy Service are provided directly by Cozy Cloud, under its sole and entire responsibility, by means of its support service via forum, e-mail and/or FAQ on Your Cozy Cloud management and administration interface.

Article 5. Gandi's obligations

Gandi is committed to:

5.1. Maintain the Hosting Platform and, as such, to intervene in the event of any problem affecting the security and/or stability of the Hosting Platform.
In any event, Gandi reserves the possibility, in the event of absolute necessity, to interrupt all or part of the Cozy Service in order to carry out a technical intervention, notably in the event of an Anomaly, to improve the functioning of the Hosting Platform, or to carry out any scheduled maintenance operation on the Hosting Platform.

5.2. Exclusion of service levels
In the event that the unavailability of the Cozy Service results notably from scheduled maintenance by Gandi, security updates, these interruptions are not taken into account in the measure of the availability of the Cozy Service.

Article 6. Your specific obligations

In addition to the obligations incumbent upon You under the General Terms and Conditions of Service, it is Your responsibility to ensure, at all times, that You comply with the specific obligations described below in connection with the use of the Cozy Service.

6.1. Your connection identifiers to Your Cozy Server are personal and confidential. You are responsible for the use of the identifiers and the implementation of all measures necessary to maintain the confidentiality of Your connection identifiers and to ensure the security of Your hosted Content.

In the event that You become aware that an unauthorised person has access to Your Cozy Server, You undertake to inform Cozy Cloud without delay. In the event of loss or theft of Your identifiers, You will use the procedure set up by Cozy Cloud and accessible via its back office enabling You to recover Your identifiers or create new ones.

6.2. Obligation to intervene on the Content
The use of the Cozy Service is granted to You solely for Your personal needs, and not to process data for the benefit of third parties, whether free of charge or in return for payment.

You may not upload or store on the Cozy Server any Content that is contrary to laws, regulations or the rights of third parties. You agree to act promptly upon receipt of any notification, claim or complaint from a third party relating to any Content on Your Cozy Server, in accordance with applicable law, to remove or disable access to such Content or to take any action to satisfy the notification.

You agree to facilitate the prompt resolution of any problem or dispute that may arise in connection with Your use of the Cozy Service.

6.3. Obligation to safeguard Content
It is Your responsibility to back up and recover Your Content before the expiry of the Cozy Service or before a change of service provider, as well as on a regular basis during the term of the Agreement.

Likewise, if You wish to proceed to a change of ownership of the domain name to which the Cozy Service is attached, You must first:
- save Your data and
- Login to Your Cozy Account to delete the Cozy Service.

> **You are entirely responsible for backing up Your Content and technical settings. It is Your responsibility to take all measures to ensure the regular backup and preservation of Your Content, as well as their updates, on any media of Your choice, outside of Gandi.**

6.4. Failure to comply with Your obligations
Gandi reserves the right to suspend the Cozy Service in the event of a breach of Your contractual obligations, and notably in the following cases
- in the event of a breach of Your obligation to intervene on the Content, as described in Section 6.2;
- if You disrupt the services provided by Gandi or damage its computer system, or its resources, notably if Your use of the Cozy Service disrupts its general good working order and/or is contrary to the technical conditions and limitations specific to each Service;
- if Your Cozy Server is the victim of a security flaw or a DDoS attack likely to disrupt the correct operation of Our infrastructure.

In the event that Gandi is called upon to intervene on Your behalf, Gandi will not intervene on a particular Content, but will suspend the Cozy Server associated to the concerned Content.

It is hereby specified that notwithstanding the suspension of the Cozy Service, the aforementioned cases may also lead to the termination of the Agreement according to the terms and conditions agreed in article 11.2 hereof.

Article 7. Technical support

For any malfunction of the Cozy Service, You may contact the support service set up by Cozy Cloud from Your User Account, or by using the contact details accessible on the Cozy Cloud website at https://cozy.io/fr/support/.

Article 8. Activation of the Cozy Service

The activation of the Cozy Service corresponds to the actual provision of the Cozy Server via Your User Account.

It is not possible to associate more than one (1) Cozy Server per domain name.

Section 9. Price of the Cozy Service

Gandi makes the Cozy Service available to You free of charge, within the limit of 5 gigabytes per domain name registered with Gandi.

You can increase the size of Your Cozy Server storage space by taking out a monthly subscription directly with Cozy Cloud, according to the terms and conditions defined in the Cozy Cloud Terms of Services.

Article 10. Duration - Renewal

The Agreement comes into force from the effective activation of the Cozy Service for a period equal to the validity period of the domain name to which You associate the Cozy Service.
As the Cozy Service is an accessory to the domain name to which it is associated, it is Your responsibility to ensure that You keep the associated domain name active in order to maintain the provision of the Service. Therefore, the renewal of the Cozy Cloud Service is linked to the renewal of the associated domain name.

In addition to the event of early termination of the Cozy Service by Your or by Gandi, the term of the Cozy Service is set according to the case:
- at the end of the late renewal period of the domain name to which the Cozy Service is associated,
- on the date of early deletion of the domain name for any reason whatsoever,
- on the date of the transfer of Your domain name to another Registrar.

Article 11. Termination of the Agreement

11.1. Your right to terminate
You may terminate this Agreement and the Cozy Service at any time without notice.

11.2. Termination in the event of contractual breach
11.2.1. In the event of a breach of Your contractual obligations, Gandi may give You formal notice to remedy this. Any breach of Your contractual obligations, the resolution of which would not have taken place within the deadline set in Our formal notice, shall be grounds for deactivation of the Cozy Service concerned, or even the termination of this Agreement, without any other formality, and without You being able to claim any compensation from Gandi, whatever the period during which the termination of the Agreement takes place.

11.2.2. In addition to the material breaches defined in the Contractual Framework, any violation or breach of Your obligations detailed in article 6.2 hereof shall be deemed as serious breaches of the present Agreement.
Any material breach shall motivate the termination of the Cozy Service and the immediate and automatic termination of this Agreement, and of Your Organisation and/or User Account without formality and without notice, without any compensation being claimed at Gandi as a result.

Article 12. Consequences of the end of the Agreement

At the end of the Agreement, whatever the cause and whoever the author, You have the right to recover all of Your Content from Cozy Cloud, according to the terms defined by Cozy Cloud.

Once Cozy Cloud has received confirmation from You, Cozy Cloud will proceed to delete the hosted Content and any back-up that Cozy Cloud may have made at Your request as part of the Cozy Service.

Article 13. Exclusions of liability of Gandi

In addition to the exclusions and limitations of liability set forth in Our General Terms and Conditions of Service, in the context of this Agreement, Gandi shall not be held liable for:
- any technical, accessibility or operational problem with the Cozy Service, particularly in relation to the Content that You host;
- any technical, accessibility or operational problem with the support offered by Cozy Cloud with regard to the management interface of Your Cozy Service;
- difficulties accessing Your Cozy Server or Your Content, due to network saturation, and/or due to the technical characteristics and limitations of the Internet or Your access to the Internet;
- any deterioration of Your Content caused by You and/or due to non-compliance with the conditions and technical limitations applicable to the Cozy Service;
- the misappropriation, total or partial destruction of the Content hosted on the Cozy Server resulting from a fault, imprudence and/or negligence attributable directly or indirectly to You or resulting from a breach by Couzy Cloud of its obligations relating to the security and backup of the hosted Content;
- the temporary or definitive suspension of the Cozy Service resulting (i) from a legal or regulatory obligation to which We are subject as host, or (ii) from an injunction from a judicial or extra-judicial authority.

Article 14. Intellectual Property

The Cozy Service includes the right to use the Cozy Software, for the duration of the Agreement, in a non-exclusive and non-transferable manner, and may not be sub-licensed, assigned, transferred or made available to a third party, whether free of charge or against payment, in any practical or legal manner whatsoever. The Cozy Service and the Cozy Software may only be used for remote access on the Hosting Platform, in compliance with the rules for identifying and assigning User rights.

The use of the Cozy Service does not in any way grant You any rights whatsoever other than those granted in accordance with this Agreement.

Article 15. Modifications, termination of the Cozy Service

You acknowledge and accept that Gandi reserves the right to change, modify or stop providing at any time, temporarily or permanently, all or part of the Cozy Service, in accordance with and under the terms and conditions defined in Our General Terms and Conditions of Service. You acknowledge that Gandi may not be held liable for the consequences, direct or indirect, linked to the modification or termination, whether temporary or permanent, of the provision of all or part of the Service.

Article 16. Applicable law - Jurisdiction clause

The Agreement is governed by French law.
Before any litigation, the Parties shall seek, in good faith, to settle amicably their disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or cancellation of the Agreement. The Parties shall make all useful observations to enable them to find a solution to the conflict between them.

You acknowledge to be informed and You expressly accept that, in the absence of an amicable resolution, any dispute concerning the validity, interpretation, or execution of the Agreement shall be brought before the competent French courts in the jurisdiction where Gandi is established.

The Agreement is written in French and the French version shall prevail over any language used in translation.