

“GRADUATE” PROGRAM - GENERAL TERMS AND CONDITIONS

BETWEEN:

STATION F, a “Société par actions simplifiée” organized under the laws of France, having its registered office at 16 rue de la Ville l’Evêque, 75008 Paris, taken in its establishment located 5 Parvis Alan Turing in Paris (75013), registered at the Paris Trade and Companies Register under number 794 493 841 (hereafter the “**Company**”),

AND:

Any individual or legal entity, acting in a professional capacity, wishing to subscribe to the Services of the “Graduate” program under the terms and conditions defined in the present Agreement and subject to their eligibility to benefit from said Services (hereinafter the “**Beneficiary**”).

RECITALS

The Company operates a space within the STATION F campus, dedicated to launching and developing a thousand innovative start-ups. It provides the latter with access to unique spaces for work and discussion, spread out over more than 34,000 m², as well as various related Services.

The Beneficiary contacted the Company in order to benefit from the “**Graduate**” program proposed by the Company at the STATION F campus and which includes resources and support Services dedicated to entrepreneurs.

The Beneficiary acknowledges that it has verified that said program corresponds to its needs and that it has received all the information and advice it required from the Company to allow it to enter into this undertaking properly informed.

1. Definitions

- 1.1.** “**STATION F**” means all buildings, facilities and infrastructure composing STATION F, where the Services are provided, located 5 Parvis Alan Turing in Paris (75013);
- 1.2.** “**Agreement**” means the agreement entered into between the Parties, including these General Terms and Conditions, any Order of the Beneficiary confirmed in writing by the Company, any schedules and/or amendments duly signed by both Parties and the Internal Rules.
- 1.3.** “**General Terms and Conditions**” means these general terms and conditions, including all schedules, complements and amendments which the Company may make thereto, in accordance with the provisions of Article 3.5 .
- 1.4.** “**Order**” means the order placed electronically by the Beneficiary on the Company’s dedicated website, in accordance with the provisions of Article 7 below, by

which the Beneficiary selects the number of Workstation(s) required and subscribes to the Services, such Order being subject to written confirmation by the Company;

- 1.5.** “**Party/ Parties**” means individually the Company or the Beneficiary and collectively the Company and the Beneficiary;
- 1.6.** “**Internal Rules**” means the STATION F internal regulations, defining all regulations applicable therein in order to guarantee the best possible cohabitation between users and visitors and which can be accessed on the Company website (<https://legal.stationf.co>);
- 1.7.** “**Workstation**” means one (1) individual station equipped with a desk, chair and Internet access, made available to the Beneficiary as part of the Services, in a dedicated area of STATION F;
- 1.8.** “**Service(s)**” means the Services provided by the Company to the Beneficiary as listed exhaustively in Article 4 hereafter.
- 1.9.** “**Transfer(s)**” refers to the case where the Beneficiary is already a member of one of the STATION F campus programs and requests a transfer to the Graduate program directly via the dedicated form accessible from the intranet.

2. Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions applicable to the provision by STATION F of the Services including, in particular, access to the campus by the Authorized Individuals (as defined below); provision to the Beneficiary of a Workspace including several Workstations and the use of associated Services.

The Parties acknowledge and agree that they are independent contractors. As such, the Beneficiary is solely responsible for any and all investments, fees and/or expenses that would result directly or indirectly from the performance of this Agreement, including without limitation any investment in a third-Party company.

3. Scope of application

- 3.1.** The General Terms and Conditions apply to all Beneficiaries who have subscribed to the “Graduate” program, in accordance with the conditions defined herein.
- 3.2.** Subscription to the “Graduate” program and use of the Services by the Beneficiary implies their full and complete

compliance with these General Terms and Conditions. All derogatory and/or complementary provisions must be the subject of a prior written agreement between the Parties.

3.3. These General Terms and Conditions, the Order confirmed in writing by the Company, and their schedules and possible amendments, constitute the entirety of the binding contractual documents between the Parties.

3.4. The provisions of the Agreement shall prevail over any contract or contrary agreement, including in particular the Beneficiary's general terms and conditions of purchase, if any. They supersede any prior oral or written agreement whose purpose is to govern the rights and obligations of the Parties with respect to the purpose hereof.

3.5. The Company reserves the right to modify these General Terms and Conditions at any time, subject to informing the Beneficiaries in writing at least one (1) month prior to the entry into force of the new version of the General Terms and Conditions. In this case, the Beneficiary will have a period of one (1) month from the date of communication of this information by the Company to terminate the present Agreement without compensation for either Party. Otherwise, the Beneficiary will be deemed to have accepted the new version of the General Terms and Conditions.

4. Description of Services

4.1. As part of the Agreement, the Beneficiary subscribes to the Services as a STATION F "Graduate". In this respect, the Beneficiary will be allocated individual use of the Services for the period defined in Article 11 hereafter.

4.2. The list of Services provided by the Company to the Beneficiary under this Agreement includes:

- 24/7 access to the campus and workstations;
- Wi-Fi access;
- The provision of Multifunction photocopiers;
- Access to all STATION F common areas;
- One (1) private locker for each Workstation;
- One (1) access badge for each Workstation;
- Access to meeting room reservations, subject to prior reservations by other campus residents;
- Preferential rates for the rental of event spaces;
- Issuance of two (2) invitations per week for visitors in the CREATE zone and without particular restriction in the SHARE zone, subject to a reasonable use and compliance with the Internal Rules. For the duration of their visit, visitors remain under the responsibility of the Beneficiary, who undertakes to give them access only to the Common Areas of the STATION F campus, as this term is defined in the STATION F Campus Internal Regulations. The Beneficiary undertakes not to invite on a recurring basis persons working full-time on the Beneficiary's business.
- Access to events dedicated to the community ;
- Dedicated access to the STATION F intranet ;
- Access to STATION F community benefits (business free volume, discount) ;
- Electricity, heating, water, cleaning, and Maintenance.

4.3. The Beneficiary has the possibility, in addition to its subscription as a Graduate, to subscribe to one or more optional Services, in accordance with the conditions in effect communicated by the Company.

5. Subscription conditions

5.1. The Beneficiary must, at all times and for the entire duration of subscription to the Services :

- (i) be a (a) legal entity validly registered in the Trade and Companies Register in France or with any other equivalent register abroad, or (b) any physical person of legal age, acting as a professional and with the legal capacity to enter into this Agreement governed by French law;
- (ii) not be part of one of the startup programs present on the STATION F campus.
- (iii) Not benefit from a private office agreement on the STATION F campus in addition to the Graduate program.

Where applicable, other subscription and eligibility conditions can be specified when placing the Order.

5.2. The Beneficiary undertakes to communicate to the Company, at its first request:

- (i) a K-bis extract issued within the last three (3) months certifying that it is registered in the Trade and Companies Register or any equivalent foreign register, or for legal entities awaiting registration, all supporting documents certifying such a registration application;
- (ii) all supporting documents regarding a change in social form for legal entities.

For Beneficiaries whose establishment is pending, a K-bis extract certifying registration with the Trade & Companies Register or any other equivalent register must be immediately communicated to the Company on the definitive date of registration of the Beneficiary.

Registration of a company by an individual Beneficiary for the purposes of his activity will result in the transfer of rights and obligations under this Agreement to the newly created company, subject to a prior written agreement between the two Parties.

5.3. The Beneficiary undertakes to immediately notify the Company in writing of any change affecting its eligibility for the Services hereunder.

Should the Beneficiary at any time cease to fulfil the eligibility criteria provided for in the Agreement, the Company will be entitled to automatically terminate the Agreement with immediate effect, without said termination entitling the Beneficiary to any compensation.

6. Availability and modification of the Services

6.1. The Services are provided subject to their availability, which the Beneficiary acknowledges and accepts. The Company uses all reasonable means available to provide the Beneficiaries with uninterrupted access to the

Services, but shall not be under any obligation to do so.

- 6.2. The Company cannot, in particular, be held responsible for any temporary malfunction of the Services, networks, facilities and/or equipment which it makes available to the Beneficiaries and/or any other event, outside its reasonable control, which would prevent or cause a deterioration in access to the Services.
- 6.3. The Company reserves the right to interrupt, momentarily suspend or modify access to all or part of the Services, without notice, for maintenance purposes or any other reason, without such interruption entitling the Beneficiary to any compensation.
- 6.4. The Company must be immediately notified in writing of any difficulty encountered by the Beneficiary in use of the Services and will make every effort to respond thereto within a reasonable time frame.
- 6.5. The Beneficiary undertakes, as may be relevant, to provide the Company and/or any third-Party commissioned by it, with access to its Workstation(s) in order to resolve any malfunction of the Services.
- 6.6. The Company reserves the right, at any time, to make any modifications, in particular related to a technical or technological development, practical or regulatory constraints and/or for any other legitimate reason, provided that said modification does not impact the price of the Services.
- 6.7. In the event of modification of the Services resulting in a change in the applicable financial conditions, the Company will inform the Beneficiary in writing, giving at least one (1) months' notice, before the entry into force of said modification. In this case, the Beneficiary will have one (1) month, as from notification, to terminate this Agreement, without indemnity for either Party. Otherwise, the Beneficiary will be deemed to have accepted said modifications.

7. **Conclusion by electronic means**

- 7.1. The Agreement (Initial Order and any Complementary Orders, as defined below) is concluded electronically, which the Beneficiary acknowledges and accepts.
- 7.2. The Initial Order is placed by the Beneficiary following validation of the selection process and enables him to create an intranet account on the STATION F website, select the date on which his badge will be issued, choose the number of Workstation(s), subscribe to any optional Services and enter his bank details (hereinafter the "**Initial Order**"). Validation of this Initial Order by the Beneficiary and its written confirmation by the Company allow the Agreement to be concluded.
- 7.3. During the term of the Agreement, the Beneficiary can request an increase or decrease in the number of Workstations by means of additional Order(s) (hereinafter the "**Additional Order(s)**"). A downward modification is only permitted at the end of the Minimum Commitment

Period (as defined below). Upward modifications are only possible within the limits of available places within the STATION F campus and subject to prior written approval by the Company. The Complementary Order(s) complete the Initial Order, and any Workstation(s) subscribed to are integrated into the Agreement. They do not give rise to a new Minimum Commitment Period.

- 7.4. Except in the case of a Transfer, each Order requires the Beneficiary to validate the successive steps detailed in the ordering process. This process ends with a summary page enabling the Beneficiary to review the details of his/her Order, the total price of the Services and, if necessary, to correct his/her information by going back. The Beneficiary definitively accepts his/her Order by clicking on the confirmation button.
 - 7.5. Except in the case of a Transfer, the Company acknowledges receipt of the Order without delay, by email. The said Order confirmation email is sent to the email address of the Beneficiary's intranet account and includes the essential characteristics of each Order :
 - Identity of the Beneficiary ;
 - Number of Workstation(s) subscribed ;
 - Optional Services, if any;
 - Total price of the Order ;
 - Date of availability of the Workstation(s) corresponding to the billing start date ;
 - General terms and conditions in force.
 - 7.6. In the case of a Transfer, the Beneficiary shall complete a dedicated form, which is submitted to the Company for validation. The Order automatically includes the existing information as filled in by the Beneficiary on the Company's intranet, in particular information concerning the Beneficiary's identity, the number of Workstation(s) and bank details, where applicable.
 - 7.7. In the event that an Order is subject to prior validation by the Company, the Company will send the Beneficiary an initial email acknowledging receipt of the order, followed by a second email confirming the order.
- ## 8. **Beneficiary's undertakings**
- 8.1. The Beneficiary undertakes, for the entire duration of the Agreement, to strictly comply with all provisions of the Agreement and in particular the STATION F Internal Rules.
 - 8.2. The Beneficiary undertakes to communicate to all co-founders, colleagues, employees and/or interns, agents and/or representatives in office, providers and/or suppliers (hereinafter the "**Authorised Individuals**") a copy of the Internal Rules and guarantees that the Authorised Individuals will respect said provisions. The Beneficiary guarantees and undertakes to indemnify the Company for all consequences resulting from a breach, negligence or wrongdoing by the Authorised Individuals in this respect.
 - 8.3. The Beneficiary undertakes to comply with all notes and/or circular instructions, as may be relevant, communicated by the Company to the Beneficiary, by any

means whatsoever, and guarantees that the Authorised Individuals will also respect the latter.

- 8.4.** The Beneficiary undertakes that only Authorised Individuals working full-time on the Beneficiary's activity have access to its Workstation(s), to the exclusion of any other individuals (Service providers, contractors, visitors, clients, suppliers etc.). Access to STATION F by any other individual is in any case subject to the conditions of the Internal Rules.
- 8.5.** The access badges given to the Beneficiary as part of the Services are for use by the Authorised Individuals only and their identity must be communicated to the Company beforehand. The Beneficiary will be given one (1) badge per Workstation. They are personal and nominative. The Company will be immediately notified in writing of any modification of the list and/or identity of the Authorised Individuals. The Company reserves the right to invoice the cancellation or issuance of modified badges.
- 8.6.** The Beneficiary is solely responsible for and guarantees the Company against all requests, consequences, claims, responsibilities, disputed losses and/or damages related to:
- (i) the obtaining and, as may be relevant, renewal in a timely manner of all insurance, authorisations, permits and qualifications, necessary for the performance of its activity;
 - (ii) the human, technical and financial means which it implements for the requirements of its activity;
 - (iii) the payment of all taxes, charges, licence fees, contributions, fees and expenses related to the performance of its activity;
- 8.7.** The Beneficiary is and remains, for the entire duration of the Agreement, the only Party responsible for the management of all problems related to its personnel and/or its relations with its co-founders, agents and/or representatives, and holds the Company harmless in this respect.
- 8.8.** The Beneficiary solely exercises all the powers of an employer over its personnel and undertakes to scrupulously respect all applicable legal and regulatory provisions, in particular those regarding the fight against illegal work. The Beneficiary employs and remunerates its personnel under its exclusive responsibility and must settle all of its tax and social obligations.
- 8.9.** The Services provided and in particular the Workstations made available to the Beneficiaries in the context hereof are only equipped in accordance with the conditions provided for herein. The Beneficiary acknowledges that it is familiar with and it alone is responsible for the choice of Services and all equipment, materials or complementary furniture which it may require for the performance of its activity and that the latter is at its own expense. In accordance with the Internal Regulations, the Beneficiary may not deposit or store goods, waste, furniture, installations and/or equipment without prior written authorization from the Company.
- 8.10.** The Beneficiary is solely responsible for use of the Workstations as well as all equipment, accessories, materials and/or tools, which may be made available by the Company as part of the Services, and undertakes to return the latter to the Company in perfect condition after the end of use of the Services and to compensate the Company for any loss or deterioration caused by the Beneficiary and/or the Authorised Individuals.
- 8.11.** However, the Beneficiary undertakes not to make any financial profit from the Workstations made available by the Company, in particular by making the said Workstations available for subsequent remuneration. Likewise, the Beneficiary undertakes not to give access to Workstations to persons carrying out an activity other than that of the Beneficiary.
- 8.12.** STATION F ensures the Beneficiary to put in place all technical and organizational measures to ensure the protection and security of the personal data it collects, in particular via the IT resources made available by STATION F.
- 8.13.** However, the Beneficiary is solely responsible for the protection and security of its and of the Authorised Individuals' data, software, systems, networks, information, documents, intellectual and/or industrial property rights, business secrets and equipment. This includes the personal belongings of all personnel, Service providers, subcontractors and/or authorised visitors, without it being possible for the Company to be held liable in any way whatsoever in this respect. The Beneficiary must in particular take all appropriate measures to protect its own data, information and/or software from any contamination by possible viruses circulating on the internet or the intrusion of all third Parties in its systems, for any reason whatsoever and to regularly back-up its data.
- 8.14.** The Beneficiary acknowledges that it is fully aware of the risks related to telecommunication networks and in particular the Internet, particularly in terms of the absence (i) of security regarding data transfers and/or (ii) performance guarantees regarding the volume and speed of data transfers; and holds the Company harmless in this respect.
- 8.15.** The Beneficiary undertakes not to perform any activity and/or more generally commit within STATION F any forbidden, illegal or criminal act or act which is contrary to good morals and/or public policy, which is harmful to or likely to be harmful to any third-Party rights, in particular third-Party intellectual and/or industrial property rights, and/or likely to be harmful in any way to the Company's and/or any other Beneficiary's image or reputation.
- 8.16.** The Beneficiary undertakes not to involve itself in any peddling, marketing and/or consulting in STATION F, without the prior written consent of the Company, which

can be withdrawn at any time. The Beneficiary also undertakes not to collect, communicate, circulate and/or transfer, in any way whatsoever, any prohibited, illegal or criminal data, data contrary to good morals and/or public policy using communication networks made available to the Beneficiaries as part of the Services.

8.17. The Beneficiary undertakes to respect, at all times, the rights of others and in particular personality rights (right of personal portrayal, right to privacy), trademarks, copyrights (in particular over software, sounds, images, texts, photographs) and neighbouring rights and, in general, the rights of individuals and goods at STATION F and/or in the context of use of the Services.

8.18. The Beneficiary has chosen to join STATION F because of its reputation within the entrepreneurial ecosystem, particularly in the digital sector. In order to enable STATION F to offer the Beneficiary and the start-ups a dynamic and stimulating environment, in particular through exchanges and meetings between entrepreneurs and members of start-ups, not only on a daily basis but also during specific events, it is imperative that the Beneficiary and the Authorized Persons are regularly present on the campus and make their best efforts to attend the events, workshops, etc. held there. The Beneficiary acknowledges and accepts that its level of involvement is an essential condition of STATION F's consent to the present agreement and undertakes to maintain a high level of involvement and to pass on any obligation of involvement to the Authorized Individuals.

8.19. The Beneficiary undertakes not to use the Services in a fraudulent, abusive manner or in a manner which is contrary to laws and regulations in force.

8.20. The Company cannot under any circumstances be held liable for the use made by the Beneficiary of the Services and/or any loss or damage resulting from use of the Services.

8.21. The Beneficiary undertakes to immediately inform the Company of any difficulty, of any kind whatsoever, encountered as part of use of the Services and/or with any other Beneficiary, member of the STATION F personnel or STATION F visitor and to immediately comply with any application, formal request, instruction, recommendation and/or document communicated by the Company.

9. Involvement of the Beneficiary

9.1. To enable STATION F to offer the Company and start-ups a dynamic and stimulating environment, especially through exchanges, meetings between entrepreneurs and start-ups members, on a daily basis but also during occasional events, it is imperative that the Company and the Authorized Individuals are regularly present on the campus and provide their best effort to attend the events, workshops, etc. that are organized.

9.2. The Company acknowledges and agrees that its level of

involvement is an essential condition of STATION F's consent hereto and undertakes to maintain a high level of involvement and to defer this obligation of involvement to the Authorized Individuals.

9.3. Thus, the Beneficiary undertakes to devote two (2) hours per month to support start-ups on the STATION F campus in a format defined jointly with the Company (office hours, mentoring, workshops).

10. Financial conditions

10.1. The price of the Services depends on the number of Workstations (and any optional Services) subscribed by the Beneficiary when validating the Order and indicated in euros (excluding taxes).

10.2. The Services are invoiced monthly, as may be relevant on a pro rata temporis, and in advance. Invoicing takes place from the invoice date indicated on the Order confirmation email (as defined in Article 7.5).

10.3. Invoices are issued electronically, including by email and/or by the Company website. The Beneficiary hereby agrees to make use of these means for communicating and making information available.

10.4. Invoices are paid within five (5) to ten (10) days of the invoice due date, by credit card with recurring payment, using the bank details provided by the Beneficiary in his intranet account.

10.5. The price of the Services is a lump sum amount and only includes the Services defined in the Article 4 and any optional Services defined in the Order. It does not include all other goods and/or Services available at STATION F, such as the cost of printing, telephone Services, access to events, replacement of badges etc. These are subject of separate invoicing based on the prices in force at STATION F.

10.6. The Company reserves the right to change its prices at any time, provided that it informs the Beneficiary by email one (1) month in advance if the new prices are less favourable to the Beneficiary. In this case, the Beneficiary will have one (1) month, as from notification, to terminate this Agreement, without indemnities being payable to either of the Parties. Otherwise, the Beneficiary will be deemed to have accepted the new price. The price modifications will apply to all Agreements, including those which have already entered into force.

10.7. The Company also reserves the right to immediately pass on any new tax or increase in legal tax rates.

10.8. In the case of non-payment or late payment for any reason whatsoever, access to the Services will be automatically suspended, resulting in the deactivation of STATION F access badges. In this case, the Company cannot be held liable for failure to perform its obligations hereunder.

10.9. If payment is not made by the last day of the month

concerned by the default, , the Agreement will be automatically and immediately terminated without such termination entitling the Beneficiary to any compensation whatsoever and without prejudice to any late payment interest and/or damages that the Company may be entitled to claim.

10.10. Without prejudice to the above, any late payment by the Beneficiary, for any reason whatsoever, will automatically result in the application of penalties corresponding to three (3) times the legal interest rate in force on the due date and a lump-sum indemnity for collection fees of forty (40) euros.

11. Term

11.1. The Agreement comes into force on the date on which the Beneficiary or its first member joins the STATION F campus (known as the "STATION F onboarding" date), except for Transfers for which the Agreement comes into force on the date on which the Company accepts the request made by the Beneficiary using the dedicated form.

11.2. Without prejudice to the foregoing, the stipulations relating to the payment of the price by the Beneficiary and to the performance of the Services by the Company only take effect from the date of invoicing, as indicated to the Beneficiary in the final Order confirmation email.

11.3. The Agreement is concluded for a minimum commitment period of three (3) months from the date of first billing of the Initial Order (hereinafter defined as the "**Minimum Commitment Period**"). At the end of this Minimum Commitment Period, the Agreement is extended for an indefinite period, with the possibility of termination by both Parties in accordance with the provisions of article 12.1 below.

11.4. Any Complementary Order shall have no impact on the term of the Agreement, as resulting from the Initial Order.

12. Termination

12.1. Termination by both Parties

At the end of the Minimum Commitment Period, either Party shall be entitled to terminate the Agreement, subject to a minimum one (1) month's notice period and without such termination entitling either Party to any compensation whatsoever.

12.2. Termination by the Company

Without prejudice to any other right to terminate provided for in the Agreement, the Company will be automatically authorized to terminate the Agreement by giving written notice and with immediate effect in any of the following cases:

- (i) change in the activity carried out by the Beneficiary and indicated during the selection process, unless prior written notice sent to the Company and validated in writing by the latter ;
- (ii) the Beneficiary no longer meets the eligibility

- (iii) criteria as defined by the Company in Article 5 ; a breach by the Beneficiary (including all Authorised Individuals) of any of the provisions of the Agreement, including any breach of the Internal Rules, which is not remedied within a period of seven (7) days following formal notice sent by the Company to the Beneficiary (an email is insufficient);
- (iv) judicial or amicable liquidation or judicial reorganization of the Beneficiary, in accordance with legal and regulatory provisions in force and after formal notice given to the judicial representative to rule on the continuation of the Agreement;
- (v) a serious breach by the Beneficiary of any of its obligations under the Agreement, which cannot be remedied.

In the event of early termination of the Agreement due to a wrong-doing by the Beneficiary, the Beneficiary will be automatically bound to pay the Company for the Services for the entire month in progress, and, as may be relevant, a lump-sum indemnity corresponding to the full price of the Services for the remainder of the Minimum Subscription Period, without prejudice to any damages which the Company may have grounds to claim.

12.3. Termination by the Beneficiary

In accordance with the provisions of Article 3.5, (Modification of these General Conditions); 6.7 (Modification of the Services), and 10.6 (Modification of the price), the Beneficiary will be able to terminate the Agreement, subject to the respect of the express terms and conditions set forth in said Articles and a minimum notice period of fifteen (15) days.

12.4. Consequences of termination

Upon expiry or termination of the Agreement for any reason whatsoever, the Beneficiary undertakes to immediately return, in perfect condition, all Workstations, badges, equipment, documents, accessories, and/or materials made available to the Beneficiary as part of use of the Services.

13. Liability

13.1. Nature of the Company's obligations

The Company's obligations under the Agreement are obligations of means. Consequently, the Company can only be held liable for any damages suffered by the Beneficiary under the conditions of Article 13.2 hereafter - provided that the Beneficiary proves his fault t.

13.2. Liability of the Company

The Company's liability is limited to direct and personal material damage suffered by the Beneficiary due to fault or gross negligence in the performance of the Agreement.

The Company and its insurers cannot under any circumstances be held liable: for any damage or commercial disturbance , loss of earnings, loss of opportunity, loss of profits, loss of clients, loss of Orders, operating loss and/or loss of image; in case of incompatibility of the Beneficiary's equipment; incorrect

use of the Services; loss and/or theft of information, data, access codes, documents, media, materials, personal effects and/or equipment of the Beneficiary and/or Authorized Individual(s) and/or visitors not resulting from a fault of the Company; temporary impossibility of access to a telecommunications network; disturbances and/or total or partial unavailability of all services and/or networks operated by third-Party operators; loss of information present on any of the Beneficiary's computer media and/or equipment.

The Company does not provide any express or implied guarantee, including, without this being exhaustive, regarding the quality, compatibility or suitability of the Services for a specific use and the respect by the other Beneficiaries of the conditions of use of the Services.

In any case, the overall and cumulative liability of the Company and its insurers is limited, to the extent permitted by law, to the total price of the Services paid by the Beneficiary during the twelve (12) months prior to the event giving rise to the liability of the Company.

13.3. Liability of the Beneficiary - Insurance

The Beneficiary is solely responsible for the use it makes of the Services and for any direct or indirect damage caused to the Company and/or any third Party, by the Beneficiary and/or any Authorized Individual(s).

The Beneficiary guarantees the Company and will hold it harmless against all consequences, claims, requests, actions, damages and/or prejudice resulting from a breach of the Agreement, a fault and/or negligence by the Beneficiary or any of the Authorized Individual (s), its agents, subcontractors, and/or any third Parties commissioned by the Beneficiary.

The Beneficiary declares that it is duly insured for the needs of its activity at STATION F and in particular for any damage caused by its personnel and that it is personally responsible for insuring any equipment, materials, furniture or other elements used on the STATION F campus.

The Beneficiary undertakes to provide, upon the first request, and/or following any modification, all certificates regarding insurance policies subscribed for the purposes of performance of its activity on the STATION F campus.

13.4. Force majeure

For the entire duration of a force majeure event, neither Party shall be liable for any breach of or late performance of its obligations resulting from such an event. Such events include, without limitation: water damage, lightning, fires, terrorist attack, electrical or telecommunication network malfunction, mobilization or social unrest, a strike, a lock-out, a situation rendering access to the premises impossible or any damage, vandalism and/or takeover by an unauthorised third-Party and, more generally,, any event beyond the Company's reasonable control.

14. Ownership

Each of the Parties remains the owner of assets, goods, equipment, software, information, materials and intellectual and/or industrial property rights belonging to it at the date of conclusion of the Agreement.

No provision in the Agreement shall be construed as transferring any property rights, including all industrial and/or intellectual property rights, from one Party to the other.

15. Assignment - Transfer - Subcontracting

The Company reserves the right to assign, transfer and/or subcontract, all or part of the rights and obligations arising from the Agreement, without prior notice to the Beneficiary . The Beneficiary cannot use this as ground to claim the termination of the Agreement due to the Company .

The Beneficiary is not authorised to assign, transfer and/or subcontract, in any way whatsoever, its rights and obligations under the Agreement without the Company's prior written consent.

16. Address for service - Advertising - Communication

The Company expressly authorises the Beneficiary to use its trade name, address and a short description of the STATION F Campus on its website for the sole purposes of performing its activity, for the duration of the Agreement only and with respect to the Company's image and reputation. Upon expiry or termination of the Agreement, for any reason whatsoever, the Beneficiary undertakes to no longer use the STATION F's campus postal address. Notwithstanding the foregoing, the Beneficiary expressly undertakes not to use the STATION F campus address as its registered office and/or domicile address.

Any advertising, promotional and/or communication medium reproducing the logos, trademarks and/or any other distinctive signs of STATION F and/or the Company must strictly respect the graphic charter, accessible upon request to the Company, and be submitted to the Company for prior approval, except in the case provided for in the previous paragraph. In any event, in the absence of a response within fifteen (15) working days, the said medium will be deemed to have been accepted by the Company.

The Beneficiary expressly authorises the Company to use, as from the conclusion of the Agreement and for the duration of protection of intellectual property rights, free of charge, its trade name, trademarks, logos and other distinctive signs on all advertising and/or communication media and in particular on its website and in all press releases, for the sole purposes of promoting STATION F and/or the "Graduate" Program. If it wishes, the Beneficiary can communicate a graphic charter to the Company for the purposes hereof.

The Beneficiary may, subject to the Company's prior written approval, affix its distinctive signs on or near its Workstation(s). The Beneficiary undertakes to immediately

remove them, at its own expense, upon expiry or termination of the Agreement for any reason whatsoever.

The Beneficiary also undertakes to obtain the Company's prior written authorization for any recording, edition, broadcasting and/or reproduction of photos, pictures, images, videos, advertisements and/or reports recorded and/or filmed within STATION F Campus.

17. Confidentiality

Each of the Parties undertakes to keep confidential all documents, information and data, regardless of the nature and purpose, including - without limitation - any contact, address, surname, name, telephone number which may be accessible on the STATION F intranet as well as any promotional code proposed by a partner, of which it became aware in the context of performance of the Agreement. Any breach by the Beneficiary of this confidentiality agreement may result in the termination of this Agreement to its exclusive detriment, without prejudice to any damages which the Company may be entitled to claim. This confidentiality undertaking is entered into for the duration of the present Agreement and shall survive the expiry or termination of the Agreement, for whatever reason, for a period of five (5) years.

18. Personal Data

In accordance with the provisions of Act no. 78-17 of January 6, 1978 as amended (known as the "Data Protection Act" or "LIL") and those of the General Data Protection Regulation no. 2016/679 of April 27, 2016 ("RGPD") (the LIL and the RGPD together being referred to as the "Regulations"), STATION F, which alone determines the purposes and means of processing personal data of Authorized Individuals acts as the data controller for data that STATION F collects directly (art.13 RGPD) for the following purposes:

(i) Performance of this Agreement binding STATION F and the Beneficiary and performance of the Agreement binding STATION F and the Authorized individuals in order to make available to them the intranet and other IT resources of STATION F in accordance with the Agreement concluded between the Authorized Individuals and STATION F (processing without consent necessary for the performance of a Agreement- art.6.1 (b) RGPD) ;

(ii) STATION F's legitimate interest in ensuring the smooth running of the STATION F campus, in particular as regards animating the STATION F community and achieving its objectives of managing the ecosystem of resident start-ups and entrepreneurs (processing without consent necessary for the performance of a agreement - art.6.1 (f) RGPD).

(iii) The following categories of data are processed (hereinafter referred to as the "Data") the "Data"):

- Identification data (surname, first name) and photograph for the creation of an access badge
- Email address

(iv) STATION F F retains the Data of Authorized Individuals for

the duration of the contractual relationship and, beyond that, for a period of three (3) years from the end of the contractual relationship. The Data is then archived during the statute of limitations and for statistical purposes.

(v) Each Authorized Individual has the right to access and rectify any Data processed by STATION F under the terms of the Agreement, which may be exercised by sending an email to privacy@stationf.co. STATION F undertakes to reply by email to the Authorized Individual concerned within thirty (30) days of receipt of his/her request, except in special circumstances requiring an additional month's delay under the conditions permitted by the Regulations.

(vi) Each Authorized Individual is informed of the purposes and procedures relating to the processing of Data carried out by STATION F, as well as their rights and the conditions for exercising their rights when they register on the intranet, in particular by means of (i) the general conditions of use of IT resources and (ii) STATION F's privacy policy, both documents being accessible at the following address: <https://legal.stationf.co/>

19. Relations between the Parties - Nature of the obligations

It is expressly agreed between the Parties that use of the STATION F Services and/or premises of the STATION F campus by the Beneficiary, including the provision of Workstations, shall not confer to the Beneficiary any (civil or commercial) leasehold rights and/or any other right of any kind whatsoever on the Company's premises and facilities. Consequently, the Company acknowledges that it has been informed that it cannot claim any right of commercial ownership over the Workstation(s), nor claim any compensation for eviction indemnity related to these/them.

None of the provisions of the Agreement can be interpreted as creating any relation of agent, employer-employee relation and or partnership between the Beneficiary and the Company.

20. Complementary provisions

The invalidity or non-application of any clause of this Agreement shall not invalidate the other clauses of this Agreement, which shall remain in force. The Parties may decide, in cooperation, to replace the invalidated clause(s).

It is strictly agreed that, unless otherwise agreed in writing between the Parties, any breach, delay or waiving by either Party in exercising any of its rights under the Agreement, regardless of the frequency or duration, shall not constitute a waiver of this right.

21. Governing law - Jurisdiction

The Agreement is governed and interpreted in accordance with French law. Any dispute or difference resulting from and/or related to the Agreement will be subject to the competent courts of the jurisdiction of the Paris Court of Appeal, even in the case of several defendants, warranty

claims or summary proceeding

22. ACCEPTANCE

THESE GENERAL TERMS AND CONDITIONS CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT WHICH IS BINDING ON THE PARTIES. BY ELECTRONICALLY VALIDATING ITS ORDER, THE BENEFICIARY ACKNOWLEDGES THAT IT HAS READ THESE GENERAL TERMS AND CONDITIONS, PERFECTLY UNDERSTOOD THE CONTENT AND ACCEPTS THE TERMS.