

## **“MAFIA” 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 “Mafia” 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, within the STATION F campus, a space dedicated to launch and development of a thousand innovative start-ups, allowing them to benefit from unique work and exchange spaces over more than 34,000 m<sup>2</sup>, and various related Services.

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

The Beneficiary acknowledges having verified the adequacy of the Mafia program to its needs and having received from the Company all the information and advice that he needed to subscribe to this commitment knowingly.

### **1. Definitions**

- 1.1.** “**STATION F**” refers to all of the buildings, facilities and infrastructure making up STATION F, within which the Services are provided, located 5 Parvis Alan Turing in Paris (75013);
- 1.2.** “**Agreement**” means the agreement concluded between the Parties, including these General Terms and Conditions, any Order from 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 the Company or the Beneficiary individually and collectively the Company and the Beneficiary;
- 1.6.** “**Internal Rules**” means the internal rules of STATION F, defining all the rules applicable within it in order to guarantee the best possible coexistence between users and visitors and available on the Company's website (<https://legal.stationf.co>);
- 1.7.** “**Workstation**” means one (1) individual workstation 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 exhaustively listed in Article 4 below.
- 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 Mafia 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 Persons (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**

- 3.1.** The General Terms and Conditions apply to any Beneficiary who has subscribed to the “Mafia” program, according to the conditions defined herein.
- 3.2.** The subscription to the “Mafia” program and the use of

the Services by the Beneficiary implies his full and entire adherence to these General Terms and Conditions, any derogatory and/or additional provisions having to 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, as well as their appendices and any amendments, constitute all of the contractual documents valid between the Parties.

**3.4.** The provisions of the Agreement prevail over any contract or contrary agreement, including in particular, any general conditions of purchase of the Beneficiary. They cancel and replace any prior oral or written agreement intended 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 before the entry into force of the new version of the General Terms and Conditions. In this case, the Beneficiary will have from the date of communication of this information by the Company a period of one (1) month 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.** Under the Agreement, the Beneficiary subscribes to the Services as a STATION F "Mafia". As such, the Beneficiary is granted individual use of the Services for the duration defined in Article 11 below.

**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 copiers;
- 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 (perks) ;
- Electricity, heating, water, cleaning, and Maintenance.

**4.3.** The Beneficiary has the possibility, in addition to its subscription as a Mafia, to subscribe to one or more optional Services, in accordance with the conditions in force 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 French Trade and Companies Register or with any equivalent register abroad, or (b) an adult natural person, acting as a professional and having the legal capacity to enter into this Agreement under 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 Mafia program.

If applicable, other conditions of eligibility may be indicated when placing the Order.

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

- (i) an excerpt from the trade register dated less than three (3) months attesting to its registration in the French Trade and Companies Register or any equivalent register, abroad, or for legal persons in the process of registration, all supporting documents attesting to such application for registration;
- (ii) all supporting documents regarding a change of corporate 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 Persons**") a copy of the Internal Rules and guarantees that the Authorized Persons 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 Authorized Persons 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 Authorized Persons 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 Authorized Persons.
- 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 Authorized Persons' 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 Persons.

**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 Persons 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 billed monthly, if applicable pro rata temporis, and in advance. Billing takes place from the billing date indicated on the Order confirmation email (as defined in Article 7.5).

**10.3.** Invoices will be issued in electronic form, including by email and/or by the Company website. The Beneficiary already accepts the use of these means of transmission and provision.

**10.4.** Payment of invoices is made within five (5) to ten (10) days after the due date of the invoice, by bank card with recurring payment, from the banking information communicated by the Beneficiary in his intranet account.

**10.5.** The price of the Services is fixed, and refers exclusively to the Services defined in Article 4 above and any optional Services defined in the Order. It does not include any other goods and/or services available at STATION F, such as the cost of printing, telephony, access to paid and/or private events, replacement of badges etc. These are subject to separate invoicing according to the prices in force within STATION F.

**10.6.** The Company reserves the right to modify its prices at any time, subject to informing 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 compensation for either Party. Otherwise, the Beneficiary will be deemed to have accepted the new prices. Price changes will be applicable to all Agreements, including those in progress.

**10.7.** The Company also reserves the right to pass on, without delay, any new tax or any increase in the rate of the legal taxes in force.

**10.8.** In the event of default 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's liability for non-performance of its obligations hereunder cannot be engaged.

**10.9.** If payment is not made by the last day of the month concerned by the non-payment, the Agreement will be automatically and immediately terminated, as of right, without such termination giving rise to any compensation for the benefit of the Beneficiary 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 foregoing, any late payment by the Beneficiary, for any reason whatsoever, will automatically result in the application of comminatory penalties of an amount equal 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 criteria as defined by the Company in Article 5 ;

(iii) Breach by the Beneficiary (including any Authorized Persons) of any of the provisions of the Agreement, including any breach of the Internal Rules, which would not be remedied within a period of seven (7) days following the sending by the Company to the Beneficiary of a formal notice (the email being sufficient);

(iv) judicial or amicable liquidation or judicial reorganization of the Beneficiary, in compliance with legal and regulatory provisions in force and after formal notice given to the legal representative to rule on the continuation of the Agreement;

(v) 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 attributable to a fault on the part of the Beneficiary, the Beneficiary shall be liable, by operation of law, for payment to the Company of the Services for the entire month in progress, as well as, where applicable, compensation lump-sum corresponding to the total price of the Services for the Minimum Commitment Period remaining to run, without prejudice to any other damages that the Company may be entitled 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 Services), and 10.6 (Modification of prices), the Beneficiary may terminate the Agreement, subject to compliance with the express terms defined in said Articles and with 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.

### **13.2. Liability of the Company**

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

The Company and its insurers cannot under any circumstances be held liable: for any damage for any loss or commercial disturbance whatsoever , lost gain,, loss of

opportunity, loss of profits, loss of customers, loss of profit, loss of orders, loss of exploitation and/or loss of image; in the event of incompatibility of the Beneficiary's equipment; misuse 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 Persons and/or visitors not resulting from a fault of the Company; temporary inability to access a telecommunications network; disruptions and/or total or partial unavailability of any services and/or networks operated by third-party operators; loss of information appearing on any of the Beneficiary's IT media and/or equipment.

The Company does not provide any express or implicit guarantee, including, without this enumeration being exhaustive, as to the quality, compatibility or suitability of the Services for a specific use and compliance by the other Beneficiaries with 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 Persons.

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 Authorised 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 to be personally responsible for the insurance of all equipment, materials, furniture or other elements used within the STATION F campus.

The Beneficiary undertakes to provide, on first request and/or on the occasion of any modification, all certificates relating to the insurance taken out for the purposes of performance of its activity on the STATION F campus.

### **13.4. Force majeure**

Throughout the duration of an event of force majeure, no Party may under any circumstances be held liable for any failure or delay in the performance of its obligations resulting from such an event. Such events include, without limitation, water damage, lightning, fire, attack, electrical or telecommunications network malfunction, social mobilization or unrest, strike, lockout, situation making it impossible to access to the premises or any damage, act of

vandalism and/or takeover by an unauthorized third party and, in general, any event beyond the reasonable control of the Company.

### **14. Ownership**

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

No provision of the Agreement may be interpreted as resulting in any transfer of property rights, including all industrial and/or intellectual property rights, from one of the Parties to the benefit of 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 authorized 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 authorizes the Beneficiary to use its trade name, address and a short description of the STATION F Campus on its website for the sole purpose of carrying out 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 domiciliation 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, said support will be deemed to have been accepted by the Company.

The Beneficiary expressly authorizes 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 "Mafia" Program. If he wishes, the Beneficiary may 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, advertisings 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 Law No. 78-17 of January 6, 1978 as amended (known as the "**loi Informatique et Libertés**" or "**LIL**") and those of the General Data Protection Regulation no. 2016/679 of April 27, 2016 ("**GDPR**") (the LIL and the RGPD being together 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 Beneficiaries and performance of the Agreement binding STATION F and the Authorized Persons in order to provide them with the dedicated campus Intranet and the other IT resources of STATION F in accordance with the Agreement concluded between the Authorized Persons and STATION F (processing without consent necessary for the performance of a Agreement- art.6.1 (b) GDPR) ;

(ii) the legitimate interest of STATION F to ensure the proper functioning of the STATION F campus, in particular with regard to the animation of the STATION F community and the achievement of its objectives of managing the start-ups ecosystem and resident entrepreneurs (processing without consent necessary for the performance of an agreement - art.6.1 (f) GDPR).

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

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

(iv) STATION F keeps the Data of Authorized Persons for the duration of the execution of the contractual relationship and, beyond, 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 Person 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](mailto:privacy@stationf.co). STATION F undertakes to reply by email to the Authorized Person concerned within thirty (30) days of receipt of their request, except in special circumstances requiring an additional month's delay under the conditions permitted by the Regulations.

(vi) Each Authorized Person is informed of the purposes and methods relating to the processing of Data carried out by STATION F, as well as their rights and the conditions for exercising their rights when registering on the campus Intranet, in particular through (i) the conditions terms of use of IT resources and (ii) STATION F's privacy policy, these two 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 the use of the Services and/or the premises of STATION F by the Beneficiary, including the provision of Workstations, cannot confer on the Beneficiary any right to lease (civil or commercial) and/or any other right of any other nature on the premises and facilities of the Company. Consequently, the Company acknowledges having been informed that it cannot claim any commercial property over the Workstation(s), nor claim any compensation for eviction in relation thereto.

None of the provisions of the Agreement shall be construed as creating any relationship of agent, employer to employee and/or partnership between the Beneficiary and the Company.

## 20. **Complementary provisions**

The invalidity or non-application of a clause of the Agreement will not result in the invalidity of the other clauses of this Agreement, which will remain effective. The Parties may decide, in consultation, to replace the invalidated clause(s).

It is strictly agreed that, unless otherwise agreed in writing between the Parties, any breach, delay or waiver on the part of either Party in the exercise of one of its rights under the Agreement, regardless of either the frequency or the duration, cannot constitute a renunciation of this



right.

**21. Governing law - Jurisdiction**

The Agreement is governed by and interpreted in accordance with French law. Any litigation or disagreement resulting from and/or related to the Agreement will be submitted to the competent courts within the jurisdiction of the Paris Court of Appeal, even in the event of multiple defendants, warranty claims or summary proceedings.

**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.**