Terms of Service

Hosting, Backup, Network & Managed Services

RDEM Systems SAS

Version 1.1

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These Terms of Service (hereinafter "ToS") govern the contractual relationship between RDEM Systems SAS (hereinafter "RDEM Systems" or "the Provider") and its clients (hereinafter "the Client") in the context of hosting, backup, network, and managed services.

Article 1 – Glossary

Term	Definition
GTI	Guaranteed Intervention Time – maximum time to acknowledge an incident
GTR	Guaranteed Recovery Time – maximum time to resolution (not applicable at RDEM Systems)
SLA	Service Level Agreement – service level commitment
PSG	Guaranteed Service Window – hours during which GTI commitments apply
MCO	Operational Maintenance – maintaining systems in operational condition
Incident	Any malfunction affecting the contractual scope
Contractual scope	All equipment, servers, and services covered by the contract
Technical Appendix	Document describing the exact scope of services
Managed Services	Operational maintenance of one or more servers designated in the contract (per server)
On-Call Services	Monitoring and intervention on an entire IT estate defined contractually (per estate)
VM / VPS	Virtual Machine / Virtual Private Server
PagerDuty	Alert management and escalation system used by RDEM Systems
DPA	Data Processing Agreement – Agreement on the protection of personal data
NDA	Non-Disclosure Agreement – Confidentiality agreement
Order	Any quote, purchase order, or commercial proposal accepted by the Client and the Provider
Contract	The combination of these ToS, the Order(s), the Special Conditions, and their appendices
CPI	Consumer Price Index, published by INSEE
Syntec Index	Price revision index for intellectual services, published by the Syntec Federation

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Article 2 – Acceptance and formation of Orders

2.1 Formation of the Order

An Order may be concluded:

- either by a **quote or commercial proposal** issued by RDEM Systems and accepted by the Client. The Client's acceptance may be expressed by letter, e-mail, or electronic signature, and may in particular result from a purchase order expressly referencing the relevant quote;
- or by a **purchase order** issued by the Client, provided that this document has been **expressly accepted in writing** by RDEM Systems. In the absence of such agreement, this document shall in no case bind the Provider.

2.2 Firm and final nature

Every Order is **firm and final**, meaning non-modifiable and non-cancellable, and implies the Client's unconditional acceptance of these ToS, regardless of any clauses appearing in documents issued by the Client.

However, it is agreed that for certain services, the Order may relate to **quantities subject to variation** based on the Client's actual consumption (storage volume, computing power, bandwidth, number of VMs, etc.). These quantities may no longer be contested by the Client after a period of **thirty (30) days** from receipt of the corresponding invoice.

2.3 Client qualification

For **managed and on-call services**, the Client represents and warrants that it is acting for purposes within the scope of its professional activity and is therefore a **"professional"** within the meaning of the French Consumer Code (Code de la consommation).

For **hosting (VMs) and backup services**, the Client may be a private individual or a professional. Clauses in these ToS specifically reserved for business-to-business relationships are indicated as such.

2.4 Enforceability of the ToS

These ToS shall prevail over any other contractual document of the Client, including its own general terms of purchase. Any derogation from these ToS must be the subject of a written agreement signed by a duly authorized representative of RDEM Systems.

In the event of a conflict between contractual documents, the order of priority defined in Article 29 shall apply.

Article 3 – Modification of the ToS

RDEM Systems reserves the right to **modify these ToS** at any time.

Modifications:

- shall be **notified to the Client** by e-mail or by publication on the RDEM Systems website, at least **thirty (30) days** before their effective date,
- shall apply to **Orders concluded after** their effective date,
- shall apply to **current contracts** upon their renewal (whether tacit or express).

In the event of a **substantial modification** affecting a current contract, the Client has **thirty (30) days** from notification to notify its decision to terminate the affected service, without penalty, taking effect on the date the new ToS come into force. In the absence of notification within this period, the Client shall be deemed to have accepted the modifications.

The Client may under no circumstances claim the benefit of more favorable conditions granted to a third party or under a previous Order.

Article 4 – Scope of services covered

4.1 Hosting & Cloud (VM / VPS)

RDEM Systems provides the Client with virtualized resources (CPU, RAM, storage, network) on its infrastructure.

The Provider's commitments cover:

- infrastructure availability (SLA defined contractually),
- network access to resources.

The Client remains responsible for:

- its operating system,
- its application updates,
- the software security of its environments.

4.2 Storage & backup

RDEM Systems distinguishes between:

- **storage infrastructure** (Provider's responsibility),
- **backed-up content** (Client's responsibility).

Key principle: RDEM Systems does not have access to the content of backups when they are encrypted on the client side.

Client responsibilities:

1. **Back up and retain its encryption key(s)** (no recovery possible by the Provider).
2. **Regularly test backups and restoration procedures.**

The Client acknowledges that a backup is only considered intact if it has been effectively tested.

In the absence of a contractual option for restoration testing performed by RDEM Systems, the Client remains solely responsible for verifying the usability of its data.

Limitations of liability:

- No guarantee on data usability if the Client does not test its backups.
- No liability in the event of loss of encryption key.

Article 5 – Managed Services & On-Call Services

5.1 Distinction between Managed Services and On-Call Services

RDEM Systems offers two distinct types of services:

Service	Scope	Description
Managed Services	Per server	Operational maintenance of one or more servers specifically designated in the contract
On-Call Services	Per estate	Monitoring and intervention on an entire IT estate defined contractually

The exact scope (list of servers, equipment, applications) is defined in the **Technical Appendix** attached to the contract or quote. Only the elements explicitly mentioned are covered.

5.2 Nature of commitments (GTI only)

In the context of managed and/or on-call services, RDEM Systems' commitments are **GTI (Guaranteed Intervention Time) commitments** exclusively.

- No **GTR (Guaranteed Recovery Time)** is contractually owed.
- The stated timeframes correspond to **acknowledgment and initial intervention** timeframes, not resolution timeframes.

5.3 GTI options for on-call services

The Client selects one of the following GTI options at the time of subscription:

Option	GTI Timeframe	Description
Standard (default)	**4 hours**	Incident acknowledgment within 4 business/covered hours
Premium (optional)	**1 hour**	Incident acknowledgment within 1 business/covered hour

The selected option applies to the entire subscribed on-call scope.

5.4 Guaranteed Service Windows (PSG)

GTI commitments apply exclusively during the **Guaranteed Service Windows** subscribed by the Client:

Plan	Time slots	Days covered
Extended	7:00 AM – 10:00 PM	7 days / week (including weekends and public holidays)
24/7	24 hours / day	7 days / week, 365 days / year

Outside the subscribed windows, reported incidents are handled at the **next covered slot**, without this delay constituting a breach of GTI commitments.

5.5 Best-efforts obligation

RDEM Systems is bound by a **best-efforts obligation** (obligation de moyens), and not a guarantee of results (obligation de résultat), for managed and on-call services.

This best-efforts obligation applies exclusively to:

- human intervention,
- mobilization of expertise,
- implementation of available procedures and tools.

It shall not be interpreted as a guarantee of results regarding:

- operational maintenance (MCO) of third-party equipment or software,
- overall availability of a service dependent on components not controlled by RDEM Systems.

5.6 Incident reporting procedures

Incidents must be reported by the Client through one of the following channels:

- **E-mail to the RDEM Systems PagerDuty system**, which manages intake, tracking, and automatic escalation of alerts.
- **Integration of the Client's monitoring system** with the RDEM Systems PagerDuty system (upon prior jointly validated configuration).

Telephone escalation: in case of emergency, escalation is possible by calling the on-call number, **reducing the GTI timeframe by half (GTI/2)**. This number is provided to the Client upon request.

On-call services **do not constitute permanent monitoring**, unless otherwise stipulated contractually. Incident detection is the Client's responsibility, unless the Client has subscribed to a monitoring option operated by RDEM Systems.

5.7 Use of third-party providers

RDEM Systems reserves the right to **use third-party providers** for all or part of the managed and/or on-call services.

The Client:

- **expressly accepts** this use of subcontracting,
- acknowledges that this does not alter the nature of RDEM Systems' commitments (best-efforts obligation, GTI only).

RDEM Systems guarantees that:

- **non-disclosure agreements (NDAs)** are systematically concluded with its providers,
- providers are bound by confidentiality and security obligations at least equivalent to those of RDEM Systems.

5.8 Specific exclusions

The following are notably excluded from GTI commitments and RDEM Systems' liability:

- incidents resulting from a **systemic incident or force majeure simultaneously affecting a substantial portion of the client estate**, in which case RDEM Systems prioritizes its interventions based on service criticality, without such processing delays constituting a breach of commitment,
- force majeure events,
- unavailability related to third-party providers or operators,
- incidents resulting from modifications not validated by RDEM Systems (see Article 11.3),
- application incidents outside the contractual scope,
- failures related to equipment out of manufacturer warranty or not under maintenance,
- incidents resulting from intervention by a third party not authorized by RDEM Systems.

5.9 Duty of advice

RDEM Systems commits to exercising a **duty of advice** to the Client in the context of managed and on-call services.

In this capacity, RDEM Systems shall:

- inform the Client of **relevant technological developments** for its infrastructure,
- formulate **improvement recommendations** (security, performance, reliability),
- alert the Client to **identified risks** (obsolescence, vulnerabilities, under-sizing).

These recommendations are provided for informational purposes only. **The decision to implement them rests with the Client**, who bears sole responsibility for the consequences in case of refusal or postponement.

5.10 Reporting and steering committee (option)

Upon the Client's request and subject to a **separate quote**, RDEM Systems may provide:

- an **activity report** (monthly or quarterly) detailing incidents, interventions, and key indicators,
- the organization of periodic **steering committees** for service monitoring.

The terms, frequency, and pricing are defined in the corresponding quote.

Article 6 – Internet access & network services

RDEM Systems provides Internet access and network connectivity services under a **best-efforts obligation** regarding service continuity.

These services depend on third-party providers and operators (collection, transit, peering). RDEM Systems cannot be held liable in the event of:

- third-party operator outage,
- planned maintenance (notified to the Client within a reasonable timeframe),
- force majeure.

Client responsibility:

- compliance of usage with applicable laws and regulations,
- security of equipment connected to the network.

Article 7 – Support, SLA & limitations

7.1 Support

Support is provided according to the subscribed plan:

- **Shared support**: requests processed in order of arrival and prioritized by criticality.
- **Dedicated support**: available as an option, with a designated point of contact.

Response times are provided for indicative purposes and do not constitute a contractual commitment, unless otherwise stated in the Special Conditions.

7.2 SLA

Service level commitments (SLA) are expressed as a **percentage of availability** and defined in the Special Conditions or the quote.

In the event of SLA non-compliance attributable to RDEM Systems, the sole compensation consists of the allocation of **service credits**, under the conditions set out in Article 9.1.

Exclusions: the following periods are not included in the SLA calculation:

- incidents caused by the Client,
- planned maintenance,
- security incidents caused by the Client.

Article 8 – Data, compliance & GDPR

The Client remains **responsible for the content of its data** and their compliance with applicable laws and regulations.

RDEM Systems acts as a **processor within the meaning of the GDPR** (EU Regulation 2016/679) for the processing of personal data carried out on behalf of the Client. The respective obligations of the parties are detailed in the **DPA (Data Processing Agreement)** appended to the contract.

Data location is specified contractually. Unless otherwise indicated, data is hosted in **metropolitan France**, in Equinix data centers (Paris region).

8.1 Security & cybersecurity

RDEM Systems implements security measures in accordance with market standards.

However, RDEM Systems cannot be held liable for:

- an intrusion,
- a data breach,
- or a ransomware or DDoS attack,

when the Client:

- refuses or delays the application of security updates recommended by the Provider,
- uses obsolete or unsecured protocols,
- fails to follow the security recommendations made by RDEM Systems.

8.2 Cooperation in the event of a security incident

In the event of a security incident affecting the contractual scope, the Parties undertake to cooperate actively and in good faith, and in particular to:

- **mutually notify** each other of any security incident **as soon as possible** and in any event within 24 hours of its discovery,
- **provide all necessary information and technical assistance** for the investigation and resolution of the incident,
- **preserve relevant logs and digital evidence** for a minimum period of 90 days,
- **coordinate communications** with third parties, authorities, and affected individuals.

When RDEM Systems becomes aware of a personal data breach within the meaning of Article 33 of the GDPR, it shall inform the Client under the conditions set out in the DPA.

Article 9 – Liability & insurance

9.1 Limitation of liability – SLA

In the event of non-compliance with service level commitments (SLA) attributable to RDEM Systems, RDEM Systems' financial liability is strictly limited to the **amount of one (1) month's rental or fee** for the affected service.

This compensation constitutes the **sole and exclusive remedy** for SLA non-compliance.

9.2 Limitation of liability – Data & operations

In the event of data loss, data corruption, or loss of business attributable to RDEM Systems, the **cumulative amount of compensation** that may be paid is expressly capped at:

- the amount excluding tax paid by the Client during the **six (6) months preceding the incident** for the affected service,
- or the compensation cap provided by **RDEM Systems' professional liability insurance policy**, whichever is lower.

Excluded:

- indirect damages,
- commercial losses,
- loss of revenue or profits,
- data losses resulting from the Client's failure to fulfill its obligations (in particular, failure to test backups or loss of encryption key).

Note: between professionals, this clause constitutes a freely negotiated liability cap reflecting the risk allocation and prices agreed between the Parties.

9.3 Best-efforts obligation

RDEM Systems is bound, for all its services, by a **best-efforts obligation** (obligation de moyens) and not a guarantee of results (obligation de résultat). The Provider commits to providing services in accordance with professional standards and the state of the art, within the limits of contractual commitments.

9.4 Insurance

RDEM Systems declares that it holds a **Professional Liability Insurance** policy covering the risks related to its activities.

The Client undertakes to also be **duly insured** for the risks related to the operation of its systems and data.

Article 10 – Term, renewal, and termination

10.1 Term and billing period

Contracts are concluded for the fixed or indefinite term specified in the Order or the Special Conditions. In the absence of any mention, the Order is deemed to have been concluded for an **initial term of one (1) month**.

Recurring services are billed on a **calendar month** basis (from the 1st to the last day of the month). When the effective date of the Order does not coincide with the first day of a calendar month, the first invoice covers the remaining period of the current month, calculated on a **pro rata temporis** basis.

RDEM Systems reserves the right, particularly when the effective date falls late in the month, to combine on the first invoice the pro rata temporis period for the current month and the following calendar month, i.e., an **invoice covering a maximum of one and a half months**.

10.2 Renewal and termination

For recurring services (hosting, on-call, managed services), the contract is renewed by **tacit renewal** for successive periods of the same duration, unless terminated by either Party by **registered letter with acknowledgment of receipt or e-mail with acknowledgment of receipt**.

The applicable notice periods are as follows:

Commitment duration	Termination notice	Renewal
Monthly (default)	**Ten (10) days** before the renewal date	Month by month
Initial commitment ≥ 12 months	**One (1) firm month** before the renewal date	For periods of the same duration
Initial commitment of 36 months	**One (1) firm month**	Free termination at any time after the expiry of the first 36 months, subject to one (1) month's notice

In the event of an initial commitment of **thirty-six (36) months** or more, the contract may be terminated **at any time after the expiry of the initial commitment period**, subject to **one (1) month's** notice.

10.3 Termination for breach

In the event that either Party fails to fulfill its contractual obligations, and such failure is not remedied within **thirty (30) days** from notification of the breach by **registered letter with acknowledgment of receipt**, the other Party may invoke the **automatic termination** of the Contract or the affected Order.

In the event of termination due to the Client's fault:

- any amounts already received by RDEM Systems shall be **permanently retained** by RDEM Systems,
- RDEM Systems may demand **payment of all fees** due until the originally scheduled end date,
- without prejudice to any damages to which RDEM Systems may be entitled.

10.4 Reversibility

Service reversibility constitutes a **separate service**.

Unless otherwise stipulated:

- reversibility is **performed upon quote**,
- it is billed at the **rate in effect** at the time of the request,
- it is limited in time.

Data restitution formats

Data is returned in the following formats, depending on the nature of the service:

Service	Restitution format
Virtual machines (VMs)	**VMA.ZST** (Proxmox VE native format) or export format documented by Proxmox at the date of restitution
Backups (Proxmox Backup Server)	**PBS native** protocol; it is the Client's responsibility to retrieve its data via the PBS protocol
Databases	**SQL dump** in the native format of the DBMS used
Configurations & documentation	Technical documentation of configurations performed by RDEM Systems

RDEM Systems does not guarantee the compatibility of formats with the Client's third-party systems. The Client is responsible for verifying the usability of the returned data.

10.5 Deletion and retention of data upon contract termination

Upon contract termination, RDEM Systems applies the following policy:

- RDEM Systems **undertakes to retain the Client's data for a minimum period of ten (10) calendar days** from the effective date of contract termination.
- **After this ten (10) day period**, RDEM Systems is authorized to proceed with the deletion of data, without the Client being able to object.
- RDEM Systems **undertakes in any event to ensure that data deletion is effectively completed no later than thirty (30) days** after the contract end date.

10.6 Specific Client requests

The Client may:

- request **early deletion** of data, which shall be carried out within a reasonable timeframe,
- request **extended retention** of data.

Any request for data retention **beyond the initial ten (10) day period**:

- outside of a validated reversibility service,

- results in **additional billing**,
- is subject to a **prior quote**, which the Client must expressly accept.

In the absence of acceptance of the quote, data shall be deleted in accordance with the timeframes defined above.

Article 11 – Client obligations

The Client undertakes to comply with the following obligations. The scope of application of each obligation is specified below.

11.1 Duty of information *(All services)*

The Client undertakes to maintain **accurate and up-to-date contact details** (address, e-mail, telephone, technical and administrative contact). Any notification sent to the provided contact details is deemed received.

11.2 Duty of collaboration *(On-Call & Managed Services)*

The Client undertakes to:

- provide RDEM Systems with the **access, information, and authorizations necessary** for the performance of services,
- respond within reasonable timeframes to RDEM Systems' requests,
- cooperate actively in incident resolution,
- **designate a technical contact** authorized to make decisions related to the services.

11.3 Intervention by third parties *(Managed Services)*

The Client may have third-party providers intervene on elements within the contractual scope (servers, equipment, configurations), provided that RDEM Systems is **informed in advance in writing**.

However, in the event of third-party intervention:

- RDEM Systems is **released from its GTI commitments** for any incident resulting, directly or indirectly, from such intervention,
- **RDEM Systems' liability cannot be engaged** for any malfunction resulting from modifications made by the third party,
- **guarantees related to operational maintenance (MCO)** are suspended on the modified elements, until RDEM Systems validates the compliance of the modifications.

RDEM Systems reserves the right to charge for a compliance audit after third-party intervention, subject to a prior quote.

11.4 Communication of changes *(On-Call Services)*

The Client undertakes to **inform RDEM Systems in advance** of any significant change affecting the contractual scope, in particular:

- addition or removal of equipment,
- modification of network architecture,
- change of premises or Internet service provider,
- deployment of new critical applications.

Note: for managed services, the scope is defined by contract and per server; any addition requires a contractual amendment.

11.5 Reasonable and lawful use *(Hosting – VMs)*

On RDEM Systems' infrastructure, the following are strictly prohibited:

- unauthorized **cryptomining**,
- sending **spam** or any similar activity,
- any **illegal, fraudulent, or activity contrary to public order**.

RDEM Systems reserves the right to suspend services in the event of a breach.

Special case – Infrastructure operated on behalf of the Client: when RDEM Systems manages resources hosted by a third party on behalf of the Client, RDEM Systems exercises its **duty of advice** and may **advise against** certain uses. The final decision rests with the Client, who bears full responsibility, including vis-à-vis the third-party host.

11.6 Client qualification and competence *(All services)*

The Client declares that it has the **necessary technical skills** to use the subscribed services, or is assisted by a competent professional.

RDEM Systems cannot be held liable for misuse of services by a Client lacking the required skills, nor for any malfunction resulting from an operation carried out by the Client without prior validation from RDEM Systems.

Article 12 – Payment terms and billing

12.1 Prices and currency

Prices are denominated in **euros** and are **exclusive of taxes**. They shall be increased by VAT and, where applicable, any other taxes applicable on the date of the Order.

12.2 Payment methods

Invoices are payable by:

- bank transfer,
- SEPA direct debit,
- credit card.

Unless otherwise agreed, recurring services are billed **in advance**.

12.3 Payment deadlines

Unless otherwise stipulated, invoices are payable within **fifteen (15) days** from their date of issue.

12.4 Early payment discount

RDEM Systems' terms of sale provide for **no early payment discount**.

12.5 Late payment

Any payment incident or delay is subject to **late payment penalties**. The amount of penalties results from the application of a rate equal to **twelve percent (12%)** per annum, which may not be less than **three (3) times the legal interest rate** in effect in France.

Between professionals, late payment penalties are due from the due date, **automatically and without prior formal notice**, in accordance with Article L.441-10 of the French Commercial Code (Code de commerce). In addition, a **fixed compensation of forty (40) euros** per unpaid invoice for recovery costs is

due automatically, in accordance with Article D.441-5 of the French Commercial Code. Where the recovery costs incurred exceed this fixed compensation, RDEM Systems may claim additional compensation upon supporting evidence.

For non-professional clients, late payment penalties are due after formal notice has remained unsuccessful for a period of **eight (8) days**.

12.6 Default of payment – Protective measures

In the event of default of payment, even partial, of any amount due to RDEM Systems, the Provider reserves the right, **eight (8) days after formal notice has remained unsuccessful**, to:

- **suspend** all or part of the services in progress,
- **automatically terminate** all or part of the current Orders,
- invoke the **acceleration of payment**, i.e., demand **immediate payment of all amounts falling due** under the Contract.

In the event of termination due to the Client's fault for default of payment, amounts received by RDEM Systems shall remain acquired, without prejudice to any damages that may be awarded.

12.7 Invoice dispute

Any dispute must be notified in writing within **fifteen (15) days** from receipt of the invoice. In the absence of dispute within this period, the invoice is deemed accepted.

12.8 Annual price revision

Hosting, backup, and network services

The prices of recurring hosting, backup, and network services may be revised by RDEM Systems on **January 1st of each year**, by application of the following formula:

$$P_1 = P_0 \times \frac{\max(I_{IPC}, I_E)}{I_0}$$

Where:

- P_1 is the revised price,
- P_0 is the contractual price at the date of the Order,
- I_{IPC} is the latest **Consumer Price Index (CPI)** published by INSEE at the date of revision,
- I_E is the latest **Energy Price Index** published by INSEE at the date of revision,
- I_0 is the corresponding reference index published at the date of the Order.

The revised price is calculated based on the higher of the CPI and the energy price index, reflecting the significant energy component of the hosting infrastructure.

Managed and on-call services

The prices of recurring managed and on-call services may be revised by RDEM Systems on **January 1st of each year**, by application of the following formula:

$$P_1 = P_0 \times \frac{S_1}{S_0}$$

Where:

- P_1 is the revised price,
- P_0 is the contractual price at the date of the Order,
- S_1 is the latest **Syntec index** published at the date of revision,
- S_0 is the latest Syntec index published at the date of the Order.

Common provisions

In the event of a price revision, RDEM Systems shall inform the Client at least **thirty (30) days** before the effective date. If the Client refuses the revision, it may notify the non-renewal of the affected service, subject to the notice period provided in Article 10.2. Such termination shall not give rise to any compensation from either Party.

Article 13 – Suspension of services

13.1 Immediate suspension

RDEM Systems reserves the right to immediately suspend all or part of the services in the event of:

- illegal content or activity,
- judicial or administrative order,
- serious or repeated non-payment,
- threat to the security of RDEM Systems' infrastructure or that of its other clients.

13.2 Suspension with notice

In the event of non-payment not remedied after a reminder, RDEM Systems may suspend services after **written notice of eight (8) days**.

Article 14 – Validation of services

Non-recurring service deliverables (installation, configuration, migration, audit, custom development, etc.) are subject to **validation by the Client** under the following terms.

14.1 Intervention report

Upon completion of each ad hoc service, RDEM Systems provides the Client with an **intervention report** (or summary) containing a description of the tasks performed and, where applicable, a detailed breakdown of time spent if the Order provided for time-and-materials billing.

14.2 Acceptance

The Client has **fifteen (15) business days** from delivery of the intervention report to:

- **validate** the service (signature, confirmation e-mail, or any other means),
- or **submit motivated reservations** in writing.

In the absence of a response from the Client within this period, the service is deemed validated (tacit acceptance).

Acceptance, whether express or tacit, confirms the conformity of the service with all contractual documents and definitively precludes any subsequent claim by the Client regarding this service.

14.3 Reservations

In the event of reservations, RDEM Systems shall carry out the necessary corrections, provided that non-conformity with the contractual documents is established, and shall submit a new intervention report for validation under the same conditions.

Article 15 – Intellectual property

RDEM Systems remains the **sole owner** of its tools, scripts, methods, procedures, and know-how developed in the context of its services.

The Client remains the **exclusive owner of its data and content**.

No intellectual property rights are transferred under these terms.

Scripts, procedures, documentation, and tools developed by RDEM Systems in the performance of the contract remain the **exclusive property of RDEM Systems**. The Client benefits from a **non-exclusive, non-transferable right of use** for the duration of the contract and strictly within the scope of the subscribed services.

Article 16 – Confidentiality

The Parties undertake to keep strictly confidential all information exchanged in the context of the contract, in particular:

- technical and commercial data,
- information relating to the Client's infrastructure,
- pricing conditions.

This obligation applies throughout the duration of the contract and for **three (3) years after its termination**, regardless of the cause. This time limitation does not apply to information constituting a **trade secret** within the meaning of Article L151-1 of the French Commercial Code (Code de commerce), for which confidentiality obligations shall remain applicable for the entire duration of protection of such secret.

Article 17 – Commercial reference

The Client authorizes RDEM Systems to mention its corporate name, trade name, and logo as a **commercial reference** on its website and in its commercial materials. The Client may revoke this authorization at any time by written notice.

Article 18 – Anti-corruption

The Parties undertake to comply with all applicable laws and regulations regarding **anti-corruption**, including the provisions of Law No. 2016-1691 of December 9, 2016 (known as the "Sapin II Act").

Each Party shall refrain from:

- proposing, offering, or granting, directly or indirectly, any undue advantage to a public official or a third party,
- soliciting or accepting such an advantage.

In the event of a proven breach of these obligations, the other Party may terminate the Contract automatically and without compensation, by written notice taking immediate effect.

Article 19 – Business continuity

RDEM Systems has a **Business Continuity Plan (BCP)** and a **Disaster Recovery Plan (DRP)** adapted to its services.

RDEM Systems' infrastructure is distributed across **three (3) Equinix data centers** in the Paris region, with virtual machines hosted on **redundant Proxmox VE clusters**.

- **Business Continuity Plan (BCP)**: in the event of a node failure, virtual machines are migrated to another node in the same cluster (same data center), ensuring service continuity.
- **Disaster Recovery Plan (DRP)**: in the event of prolonged unavailability of a data center, data is restored from backups to an **alternative data center**.

Technical details of the BCP/DRP may be communicated to the Client upon request and under a **Non-Disclosure Agreement (NDA)**.

Business continuity and disaster recovery commitments are **best-efforts commitments** and do not constitute a guarantee of absolute availability.

Article 20 – Force majeure

Neither Party shall be held liable in the event of force majeure, including in particular:

- natural disasters,
- pandemics,
- wars, riots, acts of terrorism,
- failure of third-party operators or power supply,
- massive cyberattacks affecting the Internet infrastructure,
- government orders.

If an event of force majeure continues for more than **sixty (60) days**, either Party may terminate the contract without compensation.

Article 21 – Assignment of contract

- The Client may not assign the contract without the prior written consent of RDEM Systems.
- RDEM Systems reserves the right to assign the contract to any successor, in particular in the event of restructuring or transfer of business, subject to informing the Client.

Article 22 – Audit

The Client may, at its own expense and with **fifteen (15) business days' notice**, conduct or have conducted an audit of the managed and/or on-call services.

RDEM Systems undertakes to:

- facilitate access to the necessary information,
- respond to the auditor's questions within a reasonable timeframe.

The audit is conducted within the following limits:

- **confidentiality**: the auditor is bound by a strict confidentiality obligation,
- **non-disruption**: the audit must not disrupt the normal operation of the services,
- **scope**: the audit is limited to the services subscribed by the Client and may not cover infrastructure shared with other clients.

Audit costs are entirely borne by the Client.

Article 23 – Evidence agreement

The records, logs, support tickets, monitoring data, PagerDuty records, e-mail exchanges, and tracking systems of RDEM Systems shall constitute evidence between the Parties to establish the reality of interventions, compliance with GTI commitments, and the chronology of events, unless the Client provides evidence to the contrary.

Article 24 – Partial invalidity

If any provision of these ToS is declared null or unenforceable, the other provisions shall remain in full force and effect. The Parties shall endeavor to replace the null provision with a valid provision having an economic effect as close as possible to the original.

Article 25 – Tolerance

The fact that RDEM Systems has not required the application of a provision of these ToS shall in no case be considered a waiver of the rights arising from said provision.

Article 26 – Limitation period

(Between professionals) Any contractual action against RDEM Systems shall be time-barred after **one (1) year** from the event giving rise to such action.

Article 27 – Mediation and disputes

In the event of a dispute, the Parties shall endeavor to seek an **amicable solution**, in particular through mediation, before any legal action.

In the absence of an amicable agreement within **thirty (30) days**, disputes shall fall under the **exclusive jurisdiction of the Commercial Court of Pontoise (Tribunal de Commerce de Pontoise)**, including in the event of a warranty claim, multiple defendants, and for emergency or protective proceedings, whether in summary or ex parte proceedings.

(Note: this jurisdictional clause applies in business-to-business relationships. For disputes involving a consumer, the standard territorial jurisdiction rules apply.)

Article 28 – Right of withdrawal

In accordance with Articles L.221-3 et seq. of the French Consumer Code (Code de la consommation), the Client benefits from a **right of withdrawal of fourteen (14) days** from the date the Contract is concluded, when the following conditions are met:

- the contract is concluded **off-premises**,
- its subject matter **does not fall within the scope of the Client's main activity**,
- the number of employees employed by the Client is **five or fewer**.

Waiver of the right of withdrawal: In accordance with Article L.221-28 of the French Consumer Code, the Client who requests the **commencement of service before the end of the withdrawal period** expressly acknowledges waiving its right of withdrawal for services fully performed before the end of said period.

In the event the right of withdrawal is exercised (where applicable), the price paid shall be refunded within a maximum of fourteen (14) days, less the amount proportional to the services already provided.

Article 29 – Contractual documents

The contractual documents are, in descending order of priority:

1. The signed **Quote** or **Purchase Order**
2. Any **Special Conditions**
3. The **Technical Appendix** (scope, equipment, configurations)
4. These **Terms of Service**
5. The **Data Processing Agreement** (DPA)

In the event of a conflict between these documents, the higher-ranking document shall prevail.