

SCALEFLEX SERVICES TERMS AND CONDITIONS

Latest Update: 01.01.2024

1. Introduction

Welcome to Scaleflex, a cloud-based Video Experience platform solution (the “Services”, as more fully described below). The Service is owned and operated by Scaleflex SAS and these Terms of Use will govern the relationship between you and Scaleflex SAS, or the Scaleflex SAS subsidiary from which you are acquiring (directly or through an authorized distributor or reseller) the Services, as applicable (“Scaleflex”).

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS” OR “TERMS OF USE”), BECAUSE THEY, ALONG WITH OUR PRIVACY POLICY AND OUR DMCA COPYRIGHT POLICY, CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR THE ENTITY ACCESSING OR USING THE SERVICE, AND SCALEFLEX. BY ACCESSING THE SERVICE OR BY USING IT IN ANY MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

Scaleflex may revise these Terms from time-to-time. Revised terms and conditions will apply to the use of this website and the Services from the date of the publication of the revised terms and conditions on this website. Scaleflex will post a notice on the website, newsletter and/or per email to You 14 calendar days prior to such change. In any event, we recommend that You often review this page to verify that You are familiar with the most recent version. Should any conflict between the Terms of a signed quote, SOF, or MSA (if present) and the standard Service Terms and Conditions, both parties agree to refer to the Service Terms and Conditions Article 12, paragraph 2.

2. Privacy

Scaleflex provides the Services subject to Scaleflex's Privacy Policy and data protection rules, located at <https://legal.scaleflex.com/privacy>. Please review and familiarize yourself with our Privacy Policy.

3. The Services

The Services consist of an online image and video management platform and offer a feature-rich solution for websites' and applications' use of images and videos.

From time to time, Scaleflex may modify or enhance the Services, and may offer additional tools and features, free-of-charge or subject to additional fees. The additional tools and features may be governed by additional or different terms of service.

Any information and/or User Content provided by You through the Services may contain links to Assets on third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. By using the Services, You expressly acknowledge and agree that we shall not be responsible for any damages, claims or other liability arising from or related to Your use of any third-party website, and/or for any loss, unintended change, corruption and/or damage to your information, data and/or Origin Assets, and/or User Content.

To learn more about and to make the most of the Services, their various features, capabilities and their functional specifications, you can access Scaleflex's documentation, available at [Cloudimage Documentation](#) or [Filerobot Documentation](#).

4. Fees and Payments

After a 14-day Free Trial period or after exceeding the FREE plan's allowance on Cloudimage, You can decide to further enjoy our Services in a production environment by subscribing to a paid Plan as listed on Scaleflex' website at: <https://www.scaleflex.com/pricing>.

All Cloudimage ROCKET and Filerobot ENTERPRISE Subscriptions are based on a minimum 12-month commitment. You agree that the purchased ROCKET and ENTERPRISE Plan will be applied as such on Your Subscription, and that no downgrade to lower Plan will be possible until the end of the contract. In case of a renewal or an upgrade of the Subscription, the 12-month commitment will start from the new contract start date. If Customer purchases the STARTUP or PRO plan with annual pricing, it is understood that the commitment will be for a 12-month period, and payment must be made in full at the start of the contract, with no refund possible.

All prices are exclusive of value added tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed. Each Party agrees to pay any tax assessed to it by a competent tax authority. Customer shall remit payment in full to Scaleflex regardless of any taxes that are required to be deducted or withheld.

Payments must be made in a timely manner in compliance with the following payment schedule: up to fifteen (15) calendar days after the issuance of an invoice for card and direct debit payments and thirty (30) calendar days for bank invoices; Upon failure to make any payment within thirty (30) days of the invoice issuance date, a last reminder will be sent by Scaleflex and if your invoice is not paid within seven (7) days, We will disable your Service and/or terminate Your Plan. This right of suspension will not limit any other of our rights or remedies related to Your failure to pay. In the event You fail to pay an invoice in time and/or in full, You shall be liable for a late fee equal to forty (40) Euros per unpaid invoice and three (3) times the French rate of interest of due amount for each calendar day of the delay until offset of the debt. You herewith agree to waive any and all rights and further agree to refrain from initiating any claims, actions or proceedings against Scaleflex, its affiliates parties, partners, its officers, directors, employees, and agents in case of non-payment.

Scaleflex publishes all pricing based on EURO currency. All ENTERPRISE Plan, other Services or Add-ons may be subject to currency exchange variations and will be reflected in your invoice. These variations do not apply to the public pricing, expressed in EURO or US Dollar, which may be available on Scaleflex' website at: <https://www.scaleflex.com/pricing> which would remain fixed. Prices for the Services listed in the Plan or SOF shall remain unchanged for twelve (12) months following the Effective Date of the Contract. Scaleflex shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Plan subscribed or SOF during the term of the Contract. During this thirty (30) day period, Scaleflex may submit a request in writing to Customer for a price adjustment that is consistent with and relative to price changes originating with and compelled by suppliers and/or market trends and which changes are outside of Scaleflex' control. The requested price adjustment shall not exceed ten percent (10%) for the total amount of the contract and shall be automatically adjusted as a result and remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

5. Plan Overuse

Scaleflex tracks Your Asset Cache, Storage, Users, CDN Traffic, and all other Add-Ons metrics on a daily basis.

In case of a monthly paid subscription, if Your Asset Cache, Users, Storage or CDN Traffic consumption exceeds Your subscribed Plan's allowances, it will result in a premium charge proportional to Your overuse at the next billing event, according to the Overuse Cost. Should You wish to upgrade to the next higher Plan, You can do so by connecting to the Console or by contacting Your account representative or emailing.

In case of a multi-month, annual or multi-year subscription, if Your Asset Cache, Users, Storage, or CDN Traffic consumption exceeds Your subscribed Plan's allowances will result in a premium charge proportional to Your overuse at the next monthly billing event according to the Overuse Cost.

6. License To Use The Services

6.1. Rights We Grant You

Unless otherwise stated, Scaleflex and/or its licensors own the intellectual property rights of the website and the Services. You or the respective right holder, holds any and all rights to the Origin Asset and the User Content, and Scaleflex does not own any rights to the Origin Asset, the User Content and the Transformed Asset except for the rights to provide the Services to You as explicitly stated below. You are granted a personal, worldwide, non-sub-licensable, non-assignable, revocable, non-exclusive license to access and use the Services. Subject to the license below, all these intellectual property rights are reserved. This license is for the sole purpose of letting You use and enjoy the Services in a way that these Terms and our usage policies allow. Any software that we provide You may automatically download and install upgrades, updates or other new features. You may be able to configure new features from Your Console. You may not copy, modify, distribute, sell or lease any part of our Services unless otherwise agreed, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

6.2. Rights You Grant Us

Scaleflex' Services let You upload, post, send, receive and store content. When You do that, you retain whatever ownership rights in that content you had to begin with. But You grant us a license to use that content in order to provide the Services to You. How broad that license is, depends on which Services you use and the settings you have selected. For all Services, You grant us a worldwide, non-exclusive, royalty-free license to host, store, transform and distribute the User Content. This license is for the limited purpose of operating, developing, providing and improving the Services and researching and developing new ones. Although we are not required to do so, You hereby authorize us to access, review, screen and delete your User Content at any time which would be in violation of these Terms as defined in Section 7 User Content And Acceptable Use. However, You alone remain responsible for the User Content you create, upload, post, send or store through the Services.

You must not: a) republish material from the Scaleflex Websites (including republication on another website); b) sell, rent or sub-license material from the Scaleflex Websites; c) reproduce, duplicate, copy or otherwise exploit material on the Scaleflex Websites for a commercial purpose; d) redistribute material from the Scaleflex Websites (except for content specifically and expressly made available for redistribution) e) use a token which was not assigned to You by Scaleflex for

Your own use; doing so may result in the suspension of Your account.

7. User Content And Acceptable Use

7.1. User content

In these terms and conditions, “User Content” means the collection of digital Asset material You provide to Scaleflex for storage, applying Transformations, Caching and delivering over CDN. You retain all rights in the media Assets You upload to the Services and grant Scaleflex a worldwide, non-exclusive, royalty-free license to host, store, transform and distribute the User Content, solely in the course of providing the Services. You must not submit any User Content to Scaleflex that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Scaleflex respects the copyrights of its users and any other person. If you believe that your copyrights are abused on the Service, please send us a written notification at: privacy@scaleflex.com (“DMCA Notice”). Scaleflex will act in accordance with the [Scaleflex DMCA Copyright Policy](#) in any Contributed Content that is alleged to infringe the copyright of any third party.

Scaleflex may report any Contributed Content and share user identifiable information, if Scaleflex believes, in its sole discretion, that such content is illegal or abusive or may violate any third party rights.

Scaleflex respects the rights of its users and any other person. If you believe that any of your rights, other than copyrights, are abused on the Service, please contact Scaleflex at: privacy@scaleflex.com. Scaleflex may ask you to provide additional information to process your complaint. Scaleflex will make reasonable efforts to review your complaint and respond promptly. Scaleflex will not respond to anonymous complaints.

Scaleflex may remove any Contributed Content if Scaleflex believes, in its sole discretion, or receives a notice, other than DMCA Notice, from a third party, that such content may violate any third party rights. Prior to removing the said content, Scaleflex will block access to it and provide you a 5 day prior notice before removing the said content without maintaining any backup copy. If Scaleflex receives a legally enforceable court order or the fraudulent content is deemed unethical, the notification period will be shortened to 48 hours.

7.2. Acceptable use

You must not use the Services in any way that causes, or may cause, damage to us or to any third party or impairment of the availability or accessibility of the Services; or in any way that is unlawful, illegal, fraudulent, exploitive of children, invasive of privacy, false, misleading, deceptive, or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, or includes viruses, corrupted data, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or other harmful, disruptive, or destructive files. You shall be solely responsible for your own User Content and the consequences of posting them. Because Scaleflex is only acting as a repository of data, user submitted information does not necessarily represent the views or opinions of Scaleflex, and Scaleflex makes no guarantees as to the validity, accuracy or legal status thereof. In connection with User Content and everything You send, You affirm, represent, and/or warrant that: (i) You own or have the necessary licenses, rights, consents, and permissions to use and authorize Scaleflex to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all your User Content to enable the Transformation in the manner contemplated by the Services and these Terms; (ii) You have the written consent, release,

and/or permission of each and every identifiable individual person in the User Content to enable use of the User Content in the manner contemplated by the Services and these Terms. Scaleflex reserves the right to remove any information and User Content without prior notice. Scaleflex may also terminate a user's access to the Service, if they are determined to be a repeat infringer, or for any or no reason. Scaleflex may remove such information and data and/or User Content, and/or terminate Your access for uploading such User Content in violation of these Terms at any time, without prior notice and at its sole discretion.

8. Compliance with third-party Data-center and Content Delivery Network's Acceptable Use Policies (AUPs)

By accepting these Terms, You agree to comply with the AUPs of the Data-center and Content Delivery Networks (CDN) used by Scaleflex's solutions:

Amazon Web Services: [Service Terms](#)

DigitalOcean: [Terms of Service](#) and [UAP](#)

Google Cloud Platform: [Terms of Service](#) and [UAP](#)

OVH: [Conditions Générales de Service](#)

SoYouStart: [Terms and Conditions](#)

Akamai: [AUP](#)

CDNetworks: [AUP](#)

Fastly: [AUP](#)

9. AI and Machine Learning model training

Usage Data and Customer Content may be used to develop, train, or enhance artificial intelligence or machine learning models that are part of Scaleflex' products and services, including third-party components of the Product, and Customer authorizes Scaleflex to process its Usage Data and Customer Content for such purposes. However, (a) Usage Data and Customer Content must be aggregated before it can be used for these purposes, and (b) Scaleflex will use commercially reasonable efforts consistent with industry standard technology to anonymize Usage Data and Customer Content before such use. Nothing in this section will reduce or limit Scaleflex' obligations regarding Personal Data that may be contained in Usage Data or Customer Content under Applicable Data Protection Laws. Due to the nature of artificial intelligence and machine learning, information generated by these features may be incorrect or inaccurate. Product features that include artificial intelligence or machine learning models are not human and are not a substitute for human oversight.

Please read carefully the Scaleflex [Artificial Intelligence Privacy Policy](#).

10. Disclaimer Of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED FOR USE "AS IS", WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR IT BEING UP-TO-DATE. USE OF THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCALEFLEX AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, THE ACCURACY, RELIABILITY, ADEQUACY OR COMPLETENESS OF THE SERVICES OR ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER WEBSITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION,

ANY WARRANTY OF MERCHANTABILITY, QUALITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES WHETHER MADE BY SCALEFLEX AND ITS AFFILIATES' EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THESE TERMS, WILL BE DEEMED TO BE A WARRANTY BY SCALEFLEX OR ITS AFFILIATES FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF SCALEFLEX OR ITS AFFILIATES WHATSOEVER.

11. Service Availability

Scaleflex provides standard SLAs and Support levels based on Your Plan.

All Plans, except the FREE, STARTUP and PRO Plans, can purchase the ADVANCED Support or PREMIUM Support to benefit from additional technical support services. Find more details about Scaleflex SLA and Support Levels in the [Scaleflex Support Policy](#).

12. Term or Termination

These Terms commence on the date You first accept it and continue until all subscriptions hereunder have expired or have been terminated. Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the current term.

In the event of a conflict between the special conditions included in the signed quote or Service Order Form ("SOF") or the signed Master Service Agreement ("MSA", if present) and the standard Service Terms and Conditions, the special conditions included in the signed quote or SOF shall take precedence, followed by the signed MSA.

A Party may terminate these Terms (i) for cause upon sixty (60) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iii) upon sixty (60) days written notice or (iv) otherwise as mentioned in the present Terms. In case of termination before the end of a multi-month, annual or multi-year subscription, You agree to pay Your entire Subscription until the end of the term, unless Scaleflex does not respect the committed SLA. In this event, you will be reimbursed for the remaining period of subscription.

13. Termination Transition Period

Unless otherwise directed by Customer, commencing: (i) three (3) months prior to the expiration of the Agreement; (ii) upon any notice of termination or non-renewal of the Agreement; or (iii) three (3) months prior to any other ceasing of Service under the Agreement, and continuing for a period defined in the Termination Transition Plan but in no event less than four (4) months following the expiration or termination of this Agreement (unless a shorter time period is requested by Customer), Scaleflex will continue to provide the Services (including the Termination Assistance Services) as requested by Customer. After such four (4) month period (or such shorter time period as requested by Customer), unless otherwise directed by Customer, Scaleflex shall provide extensions of the Services (including the Termination Assistance Services) as requested by Customer in serial thirty (30) day extension terms for up to an additional two (2) months (such period, the "Termination Transition Period"). The entire duration of the Termination Transition Period must not exceed six (6) months, and Customer will be responsible for all costs. In addition to the Services as set forth in this Agreement, the Termination Assistance Services shall include, at a minimum, providing and maintaining current services until transition to a new solution, providing

online technical support, cooperating with Customer or its designated vendor in developing required interfaces (any additional cost being supported by Customer), and such other services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services Customer or its new provider of services in accordance with Scaleflex' best practices. Customer shall have the same rights as provided in Section 7.1 during the transition period as it does during the Term.

14. Infrastructure Health Management

In a continuous commitment to provide the most reliable and efficient services, Scaleflex will carry out routine maintenance checks and cleanups to maintain the health of its infrastructure. In the case that a token has not received any traffic for forty-five (45) consecutive days, Scaleflex will notify you through email that the token is at risk of being deleted. You will have a grace period of fifteen (15) days to respond and cancel the automated process; otherwise, the token will be removed.

15. Limitations Of Liability

SCALEFLEX AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, COSTS, EXPENSES AND PAYMENTS OR FOR ANY LOSS OF PROFIT OR LOSS OF DATA, EITHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), STRICT LIABILITY, STATUTORY LIABILITY OR IN ANY OTHER CAUSE OF ACTION, ARISING FROM, OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, WHETHER OR NOT SCALEFLEX OR ANY SUCH AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS.

SCALEFLEX AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING UNDER THESE TERMS OR OR IN CONNECTION WITH THE SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY SCALEFLEX FROM YOU DURING THE TWELVE (12) MONTHS BEFORE THE OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, SCALEFLEX WILL NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW.

16. Indemnity

You agree to defend, indemnify and hold harmless Scaleflex and its affiliates, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Content caused damage to a third party. This defence and indemnification obligation will survive these Terms and your use of the Services.

17. Amicable Dispute Resolution Process

In the event of a dispute arising out or in connection with the Terms including any question

regarding its existence, interpretation, validity or termination prior any judicial action, the parties shall use their best endeavors to try to resolve the dispute amicably within an agreed timeframe. This amicable dispute resolution process (i) shall not be interpreted as preventing any party to ask a court of competent jurisdiction to order all injunctive relief, interim and provisional measures that may be necessary in the circumstances and (ii) shall not restrain Scaleflex to suspend or discontinue in whatever manner the provision of and/or access to the Services.

18. Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Scaleflex's liability in respect of any: a) death or personal injury caused by Scaleflex's negligence; b) fraud or fraudulent misrepresentation on the part of Scaleflex, or c) matter which it would be illegal or unlawful for Scaleflex to exclude or limit, or to attempt or purport to exclude or limit, its liability.

19. Reasonableness

By using the Services, You agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If You do not think they are reasonable, You must not use this website.

20. Assignment

The benefit of this Agreement shall not be assigned by either Party without the other Party's written consent which is not to be unreasonably withheld and may be given subject to reasonable conditions as a prerequisite to such assignment. By exception, the Parties may freely transfer this Agreement to a company of its group, in particular in the context of an internal reorganization and/or restructuring. However and throughout the duration of the contract, You may request that Scaleflex add a new feature for which we do not have an available in-house developer. In this instance, if Scaleflex agree to deliver the appropriate functionality and achieve our obligations, we reserve the right to outsource the development. For the avoidance of doubt, a change in ownership or control of Scaleflex does not amount to an assignment for the purposes of this clause.

21. Severability

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Confidentiality

The terms of this Agreement are confidential and the parties may not disclose any of its terms except (i) insofar as necessary to carry out the terms of this Agreement, (ii) with officers, employees, and representatives with a need to know such information in order to perform services pursuant to this Agreement, or (iii) as may be required by law. The terms of this paragraph will survive termination of this Agreement for any reason.

23. Fight Against Corruption

Scaleflex acknowledges that it is aware of the rules set out by You regarding the prevention and fight against corruption and undertakes, on behalf of both itself and all persons under its responsibility or acting in its name and on its behalf, throughout the term of performance of this Agreement, to comply with:

- the rules laid down therein; and
- all international and local laws, regulations and standards relating to the fight against corruption applicable to it.

Scaleflex warrants that neither it nor any person under its responsibility or acting in its name or on its behalf, has granted or will grant any offer, remuneration or payment or benefit of any kind, constituting or capable of constituting an attempted or actual act of corruption, directly or indirectly, for or in consideration of the award and/or performance of this Agreement.

Scaleflex undertakes to inform You, without delay, of any information brought to its knowledge and which may constitute a breach of this clause.

You reserve the right to request that Scaleflex communicate to it any elements it deems to be useful to establish that the latter has complied throughout the term of this Agreement with the laws and regulations related to the fight against corruption.

Scaleflex undertakes to provide any assistance necessary to You to respond to a request from a duly authorized anti-corruption authority.

Any breach by the Scaleflex of the provisions of this section shall be deemed to be a material breach allowing You to terminate this Agreement without notice or compensation, subject to all damages which You may claim as a result of such breach.

24. Law and jurisdiction

These Terms are subject to the law of France and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the applicable courts of Paris, France.

25. Contact

If You have any questions about these Terms or the use of the Services, please contact us per email: sales@scaleflex.com.

26. Publicity

You agree that Scaleflex may reference and use Your name, logos and trademarks in Scaleflex marketing and promotional materials, including, but not limited to the Scaleflex Websites, solely for purposes of identifying You as a customer of Scaleflex. Otherwise, neither party may use the trade names, trademarks, service marks, or logos of the other party without the express written consent of the other party.

27. Electronic Signature

The Parties agree to execute this Agreement exclusively by means of secured electronic signature proceedings, in accordance with current regulations, intended to authenticate the identities of the signatories and to guarantee the integrity of this Agreement in an electronic format. The Parties agree that the electronic signature expresses their consent for this Agreement to be legally binding to the Parties and to constitute proof in an equally valid manner as a paper document bearing a handwritten signature.

In witness whereof, the Parties hereto have caused the Agreement to be executed by their duly authorized representatives.

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APPENDIX 1 - GLOSSARY

Add-On	means any additional services or solutions provided by Scaleflex which are not Cloudimage or Filerobot solutions, as described in the Scaleflex's Product Catalogue.
Administrator	means an user with administrative rights to the Console of the respective Scaleflex Service
Asset Digital Asset	means an image, video or static file (.css, .js, .pdf and any other file delivered on a web or mobile application) stored, transformed and accelerated by the Services over CDN
Asset Cache Digital Asset Cache	means a copy of the Origin Asset as well as the Transformed Asset temporarily stored on the Transformation Servers and CDN Servers
Caching	means the action of temporary storing Transformed Assets on the Transformation and CDN servers
CDN	means Content Delivery Network and refers to a supplier of Scaleflex for accelerating the delivery of Asset worldwide
CDN Traffic	means the monthly CDN traffic generated by the delivery Your Transformed Assets, measured in Gigabytes or Terabytes
CDN Server	means a physical or virtual server hosted in a CDN Point-of-Presence
Console	means the administration portal for the Services
Customer Organization	means any individuals (e.g. Freelancer or similar) or entities (e.g. Company, Digital Agency, MSP or similar) which use the Service
Discount	means the discount provided in the quote for the Services
Free Trial	means the 14-day period You can enjoy Filerobot and Cloudimage in a non-production environment (capped usage of the services) for free. "Gigabyte" or "GB" means 1 000 000 000 bytes "Media Optimization" means the on-the-fly processing, compression, adaptive delivery of dynamic and static content. "Migration Tool" means a script or service we provide You to assist with migrating Asset from their current storage provider into the Filerobot Storage Please read Trial Terms of Use
Gigabyte GB	means 1 000 000 000 bytes
Media Optimization	means the on-the-fly processing, compression, adaptive delivery of dynamic and static content.
Migration Tool	means a script or service we provide You to assist with migrating Asset from their current storage provider into the Filerobot Storage

Overuse	means the Asset Cache, Storage, Users and CDN Traffic consumed by You above Your Plan's allowances
Overuse Cost	means the cost per GB / month for additional usage of the Services exceeding the selected Plan's allowance or number of User Licences exceeding the Filerobot ENTERPRISE allowance
Origin Asset Origin Digital Asset	means the media Asset You want to upload into the Filerobot Storage and transform with the Services prior to Transformation
Party	means You or Scaleflex
Perk Offer	means specific and limited promotional advantages made available by the authorized Scaleflex' Partners to their Customers; Please read Perk Policy
Plan	means a paid subscription for production use of the Services as defined in the Pricebook
Pricebook	means the pricing pages www.cloudimage.io/en/pricing and www.filerobot.com/pricing as well as the Custom and Enterprise pricebooks applied by Scaleflex sales representatives
Privacy Policy	means the privacy policy referred to in the present Terms
Scaleflex Websites	means the websites hosted by Scaleflex for promoting the Services (e.g. scaleflex.com , cloudimage.io)
Services	means the services offered by Scaleflex to You under these Terms, including (1) the Storage, (2) the Transformation, (3) the temporary Caching on the Transformation Servers, and (4) CDN acceleration. (1), (2), (3) and (4) are bundled under the Filerobot service; (2), (3) and (4) are bundled under the Cloudimage service.
Service Availability	means the combined availability of the Scaleflex Storage service, Transformation Servers and CDN Servers. It is measured as the percentage of time in a calendar month that the Services are available for access, as measured by Scaleflex status pages.
SLA	means the Service Availability agreed between You and Scaleflex
Storage	means the combined amount of Cloud Storage in Gigabytes or Terabytes required to store Your Origin and Transformed Assets
Storage Infrastructure	means the distributed DAM storage infrastructure You upload Assets to for permanent storage prior to Transformation and CDN delivery
Storage API	means the set of RESTful APIs available to You for uploading Assets into the Filerobot Storage programmatically
Terms	means the present service terms and conditions
Terabyte TB	means 1 000 000 000 000 bytes

Token	Your token associated to a Free Trial or Plan
Transformation	means the media processing operation from the Media Optimisation and the DAM solutions, including but not limited to resizing, cropping, watermarking, compression, transcoding and minification applied to the Origin Asset
Transformed Asset	means the Asset after application of the Transformation on the Scaleflex Transformation Servers
Transformation Server	means a server maintained by Scaleflex responsible for the Transformation and Caching of Origin Assets
User Content	means the collection of digital Asset material You provide to Scaleflex for storage, applying Transformations, Caching and delivering over CDN Servers
URL Pattern	means the URL used to call the Services including the Token, the Transformation parameters and the Origin Asset URL
Upload	means the action of performing one upload into the Filerobot Storage, each subsequent update of an Asset is counted as one upload
Visitor	means the end user to whom Transformed Assets are delivered to over CDN