

SPECIFIC CONDITIONS APPLICABLE TO THE INTERLINK SERVICE
version as of 01/10/2025

These specific service conditions (hereinafter the "**Specific Conditions**") are entered into between Scaleway, a French simplified joint stock company (société par actions simplifiée) with a share capital of EUR 141,420.00, having its registered office at 8 rue de la Ville-l'Évêque, 75008 Paris, France, and registered in the Paris Trade and Companies Register under number B 433 115 904 (hereinafter "**Scaleway**") and any natural or legal person subscribing to an InterLink Service provided by Scaleway (hereinafter the "**Client**").

The purpose of the Specific Conditions herein is to set forth the terms and conditions applicable to the Client's subscription and use of the InterLink Service.

The Specific Conditions herein supplement the provisions of the General Terms of Services. The provisions of the Specific Conditions shall take precedence over those of the General Terms of Services, in the event of any conflict between the two.

ARTICLE 1. DEFINITIONS

For the purpose of these Specific Conditions, the following words and expressions shall have the meanings set forth:

- **ACL**: refers to the VPC ACL (Access Control List) service;
- **Cross Connection**: refers to the physical interconnection link between two routers within the Meet Me Room of a Data Centre;
- **Dedicated Connection**: refers to the physical interconnection link between a Client's router and a Scaleway's router in a Point of Presence, and dedicated to this sole Client's usage;
- **InterLink resource**: refers to a logical sub-part of a physical link between Scaleway network and a third-party network, this logical partition being defined in particular by the type of physical link, the geographical area, the Point of Presence and the bandwidth;
- **Multi-sites redundant deployment**: refers to a setup where at least two (2) Scaleway InterLink resources, connected to the same Scaleway VPC, are deployed in at least two (2) geographically separated Points of Presence of the same region;
- **Partner**: means a third-party Internet Services Provider, interconnected to Scaleway in at least one (1) Point of Presence;

- **Point of Presence:** refers to a location, usually in a Data Center, where Scaleway InterLink network can be interconnected to a client or Partner network;
- **Private Network:** refers to the connection of Scaleway resources in multiple Availability Zones (AZ) within the same region, so that they can communicate with each other in an isolated and secure Layer 2 network;
- **Public cloud resource:** refers to a Scaleway resource that can be attached to a VPC's Private Network and can route network traffic via an InterLink connection, such as but not limited to:
 - an Instance;
 - an Elastic Metal or Apple Mac mini server;
 - a Kapsule cluster;
 - a load balancer.
- **Routing:** refers to the VPC routing service;
- **Scaleway InterLink – Hosted:** refers to the provisioning of a resource as a sub-part of a physical connection with a Partner, shared between several clients;
- **Scaleway InterLink – Self-Hosted:** refers to the provisioning of a resource as a sub-part of a physical connection dedicated to the Client;
- **VPC Resource or VPC:** refers to a Virtual Private Cloud resource.

Unless the context expressly implies otherwise, words in the singular include the plural and vice-versa, references to one gender include all other genders, references to a natural person include legal persons, associations etc. and vice versa, and base words have the corresponding meanings.

Article headings in these Specific Conditions are given for information purposes only and shall not in any way influence the interpretation of the provisions contained therein.

If words or expressions in the title case are not defined under this Article, they shall have the meaning assigned to them in the General Terms of Service.

ARTICLE 2. DESCRIPTION OF THE SERVICE

2.1 General Information

The characteristics of the InterLink Service offered, such as additional Options, available geographical areas and applicable prices are described in the Documentation, made available to the Client on the Scaleway Website and in the Account Management Console.

Options must be subscribed to at the same time as the InterLink Service or independently. In such circumstances, the Client acknowledges that certain Options have their own specific duration, renewal conditions, billing and termination terms.

As part of the InterLink Service, the Client may subscribe to three (3) different services from the various ranges and categories available via the Scaleway Website, API or its Account Management Console:

- “Hosted” InterLink Resource: a logical resource on a shared link operated by a Partner;
- “Self-Hosted” InterLink Resource: a logical resource on a link dedicated to the Client;
- A Dedicated Connection: a physical link dedicated to the Client.

The choice of physical link type defines the type of InterLink Resource.

In the case of a physical link operated by a Partner, the InterLink Resource is of the “Hosted” type, i.e. the physical link is shared and used by a group of clients. The Client can create as many “Hosted” InterLink Resources as it wishes on this shared link, within the limits of the link's total bandwidth and the Client's hosted resource quotas.

In the case of a physical link dedicated to the Client, the InterLink Resource is “Self-Hosted”, meaning that the physical link is dedicated to the Client alone. The Client may create as many “Self-Hosted” InterLink Resources as it wishes on this dedicated link, within the limits of the link's total bandwidth and the Client's self-hosted resource quotas.

In order to benefit from a Dedicated Connection, the Client must separately subscribe to the “Dedicated Connection” service, which establishes a physical interconnection dedicated to the Client between its infrastructure and the Scaleway network, as well as to the Self-Hosted InterLink Service.

The Client is informed that the subscribed bandwidth is guaranteed, whether for a Dedicated Connection or a “Hosted” or “Self-Hosted” InterLink Resource.

2.2 Third-party solutions

In the case of a “Hosted” InterLink Resource, the Client is responsible for selecting the Partner of its choice from Scaleway's list of Partners, and for separately subscribing to one or more services from that Partner enabling it to route network traffic between its own infrastructure and the Scaleway network.

In the case of a “Self-Hosted” InterLink Resource, the Client is responsible for routing its network traffic to an InterLink Service Point of Presence using its own means (potentially with the help of a third-party operator), in order to establish a dedicated physical interconnection between its network infrastructure and the Scaleway network within that Point of Presence.

Subject to any stipulations to the contrary indicated on Scaleway's Website or the Account Management Console, the Client acknowledges that the provision of the InterLink Service does not include any royalties, subscriptions, taxes, third-party software licenses, or other means of remuneration that rights holders may request through the Client's use of the InterLink Service, which remain the sole responsibility of the Client.

2.3 Maintenance

As part of the InterLink Service, Scaleway may need to carry out maintenance operations on the various infrastructures used in the provision of the InterLink Service, whether planned or unplanned, on one or more parts of the InterLink Service, including physical network equipment, in order to ensure that it remains in good working order.

Notwithstanding the foregoing, the Client remains responsible for notifying Technical Support of any Technical Incident affecting its use of the InterLink Service. The Client also remains responsible for maintaining all environments (applications, software, operating systems etc.) and third-party solutions deployed on its Cloud Public Resources.

It is the Client's sole responsibility to take all necessary measures to protect itself against the risks inherent in maintenance operations, in particular by ensuring that the redundancy of the link is maintained in whatever form.

Scaleway's responsibility in the event of maintenance or incidents ends at the last piece of physical equipment at the edge of the Scaleway network. Generally, this last piece of equipment is a router connected to the Point of Presence's Meet Me Room. In particular, in the case of a Dedicated Connection, the Client is responsible, in conjunction with the Point of Presence operator, for managing incidents occurring on the interconnection link.

ARTICLE 3. SUBSCRIPTION CONDITIONS OF THE INTERLINK SERVICE

Prior to any subscription, the Client undertakes to study all the information made available to it by Scaleway, including the Documentation, in order to ensure the suitability of the InterLink Service for both its needs and uses.

It is therefore up to the Client to select the technical characteristics of its InterLink Service, any Options desired, and its location at the time of subscription to this Service.

Before ordering a "Hosted" InterLink Resource, the Client must:

- Choose a Partner from the list of Partners proposed by Scaleway present at the desired Point of Presence, ensuring that said Partner is also present at another Point of Presence close to the Client's infrastructure;
- Subscribe to the Partner for the service(s) enabling it to route its network traffic between its own infrastructure and the Scaleway network.

Before ordering a "Self-Hosted" InterLink Resource, the Client must:

- Have physical network equipment co-located in the desired Scaleway Point of Presence;
- Contact the Scaleway Sales team to order a Dedicated Connection within that Point of Presence, choosing a bandwidth from the available options;

- If the order is accepted, Scaleway will provide the Client with a LOA (“Letter of Authorisation or Agreement”) enabling it to request the Point of Presence operator to establish a cross-connection link between a network position in its infrastructure and a network position in Scaleway's “Meet Me Room” at the Point of Presence. The establishment of this Cross-Connection link is the responsibility of the Client and may be subject to billing by the Point of Presence operator;
- Once the Cross-Connection link has been established, it is the Client's responsibility to carry out the network configurations necessary for the proper functioning of the Service on its own network equipment (routers).

In both cases, once a physical link (whether the Partner's link or a Dedicated Connection) is available to the Client, it can then order InterLink Resources (“Hosted” or “Self-Hosted”) via API or via its Account Management Console.

Scaleway undertakes to deliver the InterLink Service in accordance with the Client's order and the technical specifications specific to the selected resources.

ARTICLE 4. TERMS OF USE OF THE INTERLINK SERVICE

The Client acknowledges that it has all the necessary technical knowledge to ensure the proper use of the InterLink Service.

Notwithstanding the foregoing, the Client acknowledges that the InterLink Service made available to it remains the full and entire property of Scaleway. Under these Specific Conditions, Scaleway only grants a right to use the InterLink Service remotely.

As such, the Client must not in any way compromise the integrity of the InterLink Service or the Scaleway IT infrastructure on which said Service is based. The Client acknowledges that the risk of damage (whether intentional, through carelessness or negligence) to the resources and components of the Service is transferred to the Client when they are made available to the latter.

4.1 Compliance with regulations

The Client undertakes to comply with all regulations relating to the use of the InterLink Service and any Options, and not to use it in a prejudicial manner or for illicit purposes or contrary to the regulations in force.

4.2 Prohibited use of the Service

The Client shall bear all consequences resulting from non-conforming use of the InterLink Service and its malfunctioning as a result of software installation or setting carried out by the Client.

The Client must not attempt to modify the network configuration of physical equipment (routers).

In the case of a Dedicated Connection for which the total bandwidth of the physical link is limited on the incoming side (for example, a physical link of 10Gbps but sold at 1Gbps, and therefore limited on the incoming side of the Scaleway router to 1Gbps), the Client undertakes to make fair use of the outgoing bandwidth (not limited) and not to exceed the bandwidth to which it has subscribed. In the event of abuse, Scaleway reserves the right to inform the Client and, in the event of repeated abuse, to terminate the Service without financial compensation.

The Client is not authorised to make all or part of a Dedicated Connection belonging to it available to other clients. Similarly, the Client is not authorised to share all or part of the bandwidth of one of its InterLink Resources (“Hosted” or “Self-Hosted”) with other clients.

The Client shall be held liable for any damage to the physical or software resources comprising the InterLink Service, whether caused intentionally or unintentionally, that does not result from normal use of the Service per its intended purpose.

Scaleway reserves the right to suspend the InterLink Service without notice in the event of non-compliance with these provisions by the Client. In any event, measures to restrict, limit or suspend the InterLink Service are applied according to the seriousness and recurrence of the breach(es). They are determined at Scaleway's sole discretion, depending on the nature of the breach(es) observed.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The Specific Conditions herein enter into force on the date the Client subscribes to the InterLink Service and remain applicable for the entire duration of its use by the Client.

In the case of a Dedicated Connection, the Service takes effect and the specific conditions apply as soon as the Cross-Connection link is installed by the Point of Presence’s operator.

5.2 Cancellation

The Client is free to terminate the subscribed service at any time, whether it is an InterLink Resource (“Hosted” or “Self-Hosted”) or a Dedicated Connection. Subject to any applicable minimum usage period or commitment, the termination of a service may be initiated by the Client from the Account Management Console or the APIs, under the conditions described in the General Terms of Service.

In the case of termination of a “Hosted” InterLink Resource, the Service ends at the time of termination, via the API or from the Account Management Console. It is also the Client's

responsibility to terminate any service subscribed to the partner corresponding to the terminated InterLink resource.

In the case of termination of a “Self-Hosted” InterLink Resource, the Service ends at the time of termination, via the API or from the Account Management Console.

In the event of termination of a Dedicated Connection, the Service ends at the time of termination. To do so, the Client must submit a request at least two (2) weeks prior to the desired termination date, by email to the Sales team. It is also the Client's responsibility to separately terminate the associated Cross-Connection link with the Point of Presence operator.

Upon termination, billing will cease in accordance with the specific conditions to the Interlink Service, as described in the Client Account Management Console and the Documentation available on the Scaleway website.

The Client acknowledges that the termination of an InterLink Service will result in the deletion of all associated InterLink Resources. Unless otherwise specified, the termination of an InterLink Service will also result in the termination of any related Options.

ARTICLE 6. FINANCIAL CONDITIONS

For the InterLink Service, the price and payment and billing terms are detailed on the Scaleway Website and in the Account Management Console.

In the case of a “Hosted” InterLink Resource, the Service is billed hourly from the moment the resource is created, and according to the options chosen (such as bandwidth), until the moment of its termination.

The costs of interconnection between a Partner and Scaleway are not billed to the Client.

In the case of a Dedicated Connection, the physical interconnection link is billed hourly, from the moment the link is established by the Point of Presence operator, and according to the options chosen (bandwidth in particular), until its termination. The costs of interconnection between the Client and Scaleway, in the context of a Dedicated Connection, are borne by the Client and are billed separately by the Point of Presence operator.

In the case of a “Self-Hosted” InterLink Resource, the Service is not billed to the Client. The Client can create as many Self-Hosted Resources as they wish on a dedicated connection, free of charge, within the limits of the total bandwidth of the Dedicated Connection and the Client's Self-Hosted resource quotas.

At the end of the subscription month, and then at the end of each month during which an InterLink Service has been used by the Client, an invoice is issued and paid by direct debit from the payment method indicated by the Client, it being understood that the default payment method is the one registered by the Client when creating its account.