

SPECIFIC CONDITIONS SUPPORT SERVICES

Version of 07/04/2026

These specific service conditions (hereinafter the "Specific Conditions") are entered into between any natural or legal person subscribing to any Support Services provided by Scaleway (hereinafter the "Client") on the other hand, the entity Scaleway, as designated in the General Terms of Services binding the parties and identified as the contracting entity (hereinafter referred to as "Scaleway").

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 Support Services.

The Specific Conditions outlined herein complement the provisions of the General Terms of Service. In the event of any conflict between the two, the provisions of the Specific Conditions shall prevail over those of the General Terms of Service.

ARTICLE 1. DEFINITIONS

- **Incident:** means any request for support relating to (i) a technical event falling within Scaleway's scope of intervention, resulting in a degradation, malfunction or interruption of the Services or (ii) any other request from the Client which may include, without this list being exhaustive: a question or request concerning the Services, their terms of use or invoicing, etc.). Incidents expressly exclude cases of suspension of Services by Scaleway within the meaning of article 11 of the General Terms of Services, Cases of Force Majeure and maintenance periods.
- **Initial Period:** means the minimum period during which the Client must subscribe to the Support Service.
- **Renewal Period:** means any additional renewal period at the end of the Initial Period.
- **Support plan:** means the level of Technical Support selected by the Client as part of the Support Service.
- **Support Service:** means the support provided through the Technical Support in accordance with the Support Plan subscribed by the Client.
- **Technical Support:** means Scaleway's support teams assisting the Client in using the Services, and more particularly in the event of a Incident affecting said Services. Different levels of Technical Support are offered to the Client, depending on the support plan subscribed to by the Client.
- **Support Ticket (or Ticket):** means the submission, through the Account Management Console or any other channel provided according to the selected Support Plan, of a request by the Client to receive assistance from Technical Support.

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 title case are not defined under this article, they shall have the meaning assigned to them in the General Terms of Service.

ARTICLE 2. SUBSCRIPTION CONDITIONS

As part of the Support Service, several levels of Technical Assistance are provided to the Client via the Account Management Console. By default, the Client benefits from a "Basic" Support Plan.

Before subscribing to any Support Plan, the Client undertakes to review all Documentation and information provided by Scaleway to ensure that the Support Plan selected is appropriate to the Client's needs, use cases and the criticality level of the Client's activity, it being understood that Scaleway has no knowledge of these characteristics.

ARTICLE 3. SUPPORT PLAN DESCRIPTION

As part of the Support Service, the Client can subscribe to one of the different Support Plans available through its Account Management Console.

The Client acknowledges that, depending on the Support Plan subscribed to, the terms of Technical Support services as well as the financial conditions may vary.

	BASIC	ADVANCED	BUSINESS	ENTREPRISE
COMMITMENT	Monthly	Monthly	Monthly	Monthly
INITIAL RESPONSE TIME	P1/P2: 8 hours P3/P4/P5: 24 hours	P1/P2: 2 hours P3/P4/P5: 12 hours	P1/P2: 30 minutes P3/P4/P5: 2 hours	P1/P2: 15 minutes P3/P4/P5: 2 hours
TICKET AVAILABILITY	24/7	24/7	24/7	24/7
HOTLINE	Not included	7/7, 9 am to 6 pm UTC+1	24/7	24/7
SUPPORT PLAN DEDICATED PREMIUM TEAM	Not included	Not included	Included	Included
DEDICATED TECHNICAL ACCOUNT MANAGER	Not included	Not included	Not included	Included
QUARTERLY TECHNICAL REVIEW	Not included	Not included	Not included	Included
INFRASTRUCTURE AUDIT	Not included	Not included	Not included	1 per month at the Client's request
SCALEWAY CERTIFICATION	Not included	Not included	1 Scaleway certification included, at the Client's request	1 Scaleway certification included, at the Client's request

3.1 Description

The Client acknowledges that the different Support Plans are not intended for the same use, and in particular:

- The Basic Support Plan is especially recommended for discovering Scaleway Services, for a test environment, or when the use cases of Scaleway Services are not critical to the Client's business;
- The Advanced Support Plan is especially recommended for test environments, Proof of Concept projects, or development environments, excluding any production deployment;
- The Business Support Plan is especially recommended for production environments;
- The Enterprise Support Plan is especially recommended for critical environments where the Client's business is at stake.

It should be specified that subscribing to certain types of Services may be subject to the Client's subscription to a minimum level of Technical Support. Accordingly, once the Client has

subscribed to a certain type of Scaleway Service, the Client acknowledges that a Support Plan may be automatically assigned to it.

The Client may change the level of its Support Plan at any time via the Account Management Console. In such a case, the change will take effect immediately. For the next billing cycle, the amount due will be calculated on a pro rata temporis basis, according to the number of days each Support Plan was used during the relevant period and in accordance with the applicable financial terms.

3.2 First Response Time

When submitting a Support Ticket, the Client specifies the urgency and impact of the Incident based on the classification mentioned below. Upon processing the Support Ticket and considering all information provided by the Client, Scaleway may confirm or refute the criticality level of the Incident, and such determination cannot be contested by the Client.

The Client also acknowledges that, within the same Support Plan level, the first response time provided by Scaleway varies depending on the criticality level of the Incident.

The classification of the criticality level of an Incident is based on the ITIL ("Information Technology Infrastructure Library") model and is determined according to the urgency and impact of the Incident:

CRITICITY LEVEL OF THE INCIDENT			
URGENCY	LOW	MEDIUM	HIGH
IMPACT			
LOW	P5	P4	P3
MEDIUM	P4	P3	P2
HIGH	P3	P2	P1

Non-exhaustive list of example criticality levels based on the impact and urgency of the Incident described above:

- P1 – Service interrupted with a highly critical impact on the Client's business (the Client's infrastructure cannot be used in production due to a high error rate, and no workaround can be implemented).
- P2 – Service partially interrupted with a significant impact on the Client's business (the Client's infrastructure can be used but is experiencing a number of errors, and no workaround can be implemented).
- P3 – Service severely degraded, with a moderate impact on the Client's business, but a workaround is possible.
- P4 – Service uninterrupted but subject to minor incidents with no impact on the Client's business.
- P5 – General questions and requests for information.

3.3 Support

As part of the Enterprise Support Plan, Scaleway provides the Client with a Technical Account Manager, a technical review, and an infrastructure review.

- **Technical Account Manager**

Scaleway assigns a Technical Account Manager to the Client, whose role is to present Scaleway Services and assist the Client in using these Services. The Technical Account Manager is not intended to replace Technical Support or a Solution Architect.

During the term of the Support Service, if the Technical Account Manager initially assigned to the Client becomes unavailable, Scaleway reserves the right to substitute another Technical Account Manager with equivalent skills.

- **Technical Review**

Once per quarter, the Technical Account Manager conducts a technical review with the Client. During this review, the Technical Account Manager analyzes the various challenges or Incidents encountered over the past quarter and may suggest optimization solutions based on the Incidents experienced by the Client.

- **Infrastructure Review**

At the Client's request, Scaleway offers the possibility to benefit from an architecture review every six (6) months, performed by a team of Solution Architects. This architecture review allows (i) the assessment of the performance and reliability of the architecture deployed by the Client and (ii) the identification of potential optimization opportunities.

The architecture review is a non-exhaustive review conducted at a specific point in time during the Client's use of the Services. Scaleway does not proactively monitor the deployment and evolution of the Client's architecture.

The Client acknowledges that, as part of this architecture review, Scaleway does not act as an IT consultant, security expert, or any other person possessing the necessary skills in light of the nature and/or criticality of the Client's activity.

ARTICLE 4. CONDITION OF USE

4.1 Notification of the Incident

In the event of an Incident, it is the Client's responsibility to notify Technical Support as soon as possible so that the latter can investigate the causes of the Incident and take all appropriate measures to resolve it.

Depending on the subscribed Support Plan, the Client undertakes to contact Scaleway by one of the following means:

- By creating a Ticket in its Account Management Console;
- By using the hotline provided to the Client;
- By any other means made available by Scaleway.

Each support request submitted by the Client through one of the above-mentioned channels results in the creation of a Support Ticket by Scaleway. After a Support Ticket is created, the Client automatically receives an acknowledgment of receipt by email, indicating the creation of the Ticket and its corresponding number

Support Ticket may be closed by the Client at any time. However, it will automatically be closed after a period of ninety (90) days without any response from the Client.

4.2 Incident Management

The Client can monitor the status of all its Support Tickets and communicate with Technical Support via its Account Management Console. The first response time refers to the period between the submission of the Support Ticket and its acknowledgment by Technical Support, but does not correspond to the resolution time of the Incident.

As part of the Support Service, Scaleway undertakes to:

- Deploy all necessary resources to provide an initial response to the Client within the timeframes corresponding to the subscribed Support Plan, as defined in Article 3 above, under a best-efforts obligation;
- Carry out the necessary investigations to identify the cause of the Incident;
- Inform the Client of all actions taken in relation to the handling of its Support Ticket;
- Not intervene directly in the Client's environment.

In return, and in order for Scaleway to deliver the Support Service under the conditions defined herein, the Client undertakes to:

- Provide all information in its possession that may be useful to Scaleway for resolving the Incident;
- Remain available throughout the handling of the Support Ticket in order to collaborate with Scaleway and respond to any requests, it being expressly stated that in the absence of a response from the Client, Scaleway cannot be held responsible if the Incident is not resolved;

- Ensure that the contact information indicated in the Account Management Console is up to date;
- Behave appropriately and respectfully in all interactions with Technical Support.

In all communications with Scaleway, the Client must identify itself and specify the Scaleway Service affected by the Incident. For security reasons, if a request is deemed insufficiently precise, Scaleway cannot be held responsible for any lack of response or resolution of the Incident. The Client undertakes not to misuse Technical Support.

The Client acknowledges that it remains solely responsible for the configuration and use of the infrastructure made available to it, as well as for the management of its Content stored and installed by itself.

Technical Support is not intended to intervene in issues related to third-party solutions, services not provided by Scaleway, or to interact with the Client's end clients.

The Client acknowledges that, in the context of the Services, Scaleway may have access to the Client's personal data, which it will process in accordance with the Data Processing Agreement.

ARTICLE 5 – TERM AND TERMINATION

5.1 Term

These Specific Terms and Conditions come into effect upon subscription to the Service and remain applicable for the entire duration of the Client's use of the Support Service.

The Support Service takes effect (i) automatically upon subscription to a Scaleway Service for the Basic Support Plan, or (ii) from the time of subscription by the Client, for other types of Support Plans, through the Account Management Console, and remains in force for an indefinite period until effectively terminated under the conditions defined below.

The Client acknowledges that the Support Service is subscribed to for an Initial Period of one (1) month. At the end of the Initial Period, the Services are automatically renewed for successive Renewal Periods of one (1) month each, unless terminated as provided for below.

When the Client subscribes to a certain type of Service or enters into a certain type of agreement with Scaleway, the Support Plan may be subscribed for a period longer than the standard Initial Period indicated above.

5.2 Termination

From the end of the Initial Period, the Support Service may be terminated by the Client via the Account Management Console, by submitting a Support Ticket, or by sending a registered letter with acknowledgment of receipt to the address indicated on the first page, subject to providing at least five (5) days' notice before the renewal of the Support Service.

ARTICLE 6 – FINANCIAL CONDITIONS

The Client acknowledges that, depending on the Support Plan subscribed to, the price varies and is detailed on the Scaleway Website as well as in the Account Management Console.

The Support Plan may be billed either as a fixed monthly flat rate or as a percentage of the amount invoiced to the Client for its consumption of Scaleway Services.

At the end of each month, an invoice is issued to the address indicated in the Account Management Console and paid by the Client using the payment method specified by it, it being understood that the default payment method is the one registered by the Client when creating its account. Billing starts from the date the Service is made available until its termination.