

SPECIAL TERMS AND CONDITIONS OF SALE ZIMBRA SOLUTION

Contract No._

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1. Purpose

These special terms and conditions (hereinafter the “**Special Terms**”) define the terms under which Ikoula provides its Client with a collaborative suite service developed by Ikoula based on the Zimbra solution owned by the third-party Publisher Synacor (hereinafter the “**Service**”) (hereinafter the “**Service(s)**”).

2. Definitions

- “**Account**”: an email mailbox created by the Client and exclusively dedicated to an end User of the Service. Unless otherwise agreed by the Parties, each Account has its own storage space and email sending limits, details of which are provided on the Website.
- “**Contacts associated with the Domain Name**”: the natural or legal person designated by the Client as the administrative, technical and billing contact on the Client Account, respectively responsible for the administrative, technical and accounting actions relating to the Domain Name.
- “**Content**”: all information, data, files, systems, software, applications, websites and other elements reproduced, hosted, collected, stored, transmitted, distributed, published and, more generally, used or operated by the Client and/or the Users in connection with the Services.
- “**Client Area**” or “**Extranet**”: an interface accessible from an Internet browser enabling management of the client profile, access rights, Services, support tickets and billing.
- “**Supplier(s)**” or “**Publisher(s)**”: service providers, software and/or application publishers or telecommunications operators whose services and/or products Ikoula integrates in order to provide the Services covered by these Special Terms.
- “**Metadata**”: analysis data and email traffic data.
- “**Domain Name**”: the literal address of a website. A second-level Domain Name consists of a stem (for example: “ikoula”) and an extension or TLD (for example: “.com”), this extension being considered a top-level domain. It should be noted that a domain name may include one or more prefixes (for example: “www”).
- “**DNS Server(s)**”: protocol that associates a Domain Name with an IP address.

3. Description of the Service and prerequisites

The Client may configure its initial purchase as it wishes by choosing a number of email accounts from different offers (also referred to as licenses or classes) according to the needs of its Users. Each offer provides different features described in the summary table “Technical features of our Zimbra offers”, available on Ikoula’s website: <https://www.ikoula.com/en/email-solution/zimbra>.

The Zimbra email and collaborative suite offer requires at least one (1) Domain Name under the Client’s DNS control in order to operate.

However, it should be noted that the Service does not include DNS management or the registration of a Domain Name with a registrar. It is therefore the Client’s responsibility to

subscribe to Ikoula's Domain Name service, if necessary, which is governed by separate special terms and conditions.

In addition, to ensure the proper operation of the Service, it is essential to correctly configure the DNS records of the associated Domain Name via the dedicated interface made available to the Client.

This includes, without limitation:

- MX records: must point to Ikoula's Zimbra SMTP servers.
- SPF records: must be configured to authorize Ikoula's Zimbra servers to send messages from your Domain Name.
- DKIM records: are recommended in order to sign emails and improve deliverability ([more details here](#)).

4. Spam Management

The Service includes advanced filtering tools to minimize, as far as possible, the number of unsolicited or unwanted emails received. Such emails are hereinafter referred to as "Spam":

- Automatic Filtering: emails suspected of being Spam are automatically quarantined.
- Whitelist/Blacklist: users may customize their own trusted and blocked lists.
- Reports: users receive a weekly summary of quarantined emails.

It is the user's responsibility to check their quarantine to ensure that emails have not been wrongly identified as Spam. Users may manage each quarantined email in detail and, for example, delete or release it.

Ikoula gives no guarantee that this mechanism will operate properly. It may contain errors and may in particular wrongly block certain outgoing or incoming emails, or fail to detect certain fraudulent, unsolicited emails or emails containing malicious programs. The Client waives any claim against Ikoula in this respect.

5. Blacklisting

To protect the integrity of the system, strict measures are in place:

- Reputation Monitoring: server IP addresses are monitored to avoid blacklisting. Any suspicious activity triggers an immediate investigation.
- Delisting Procedure: in the event of blacklisting, a rapid procedure is implemented to restore the server's reputation.

Incoming and outgoing emails detected as containing a malicious program are not delivered to the recipient(s). Incoming emails of this type are automatically deleted and outgoing emails are retained for a period of one (1) year.

6. Sending and Receiving Limits

The Client is informed that the Service must not be used to send emails on a large scale. Accordingly, in order to maintain the quality of the service and prevent abuse, the following limits apply:

- Sending limits: each user may send up to one hundred (100) emails per minute to one (1) single recipient.
- Recipient limits: an email may have no more than one hundred (100) recipients.
- Message limits: the maximum size of an email is fifty (50) MB. These fifty (50) MB include the message itself and all its attachments.

Ikoula reserves the right to change these limits without prior notice to the Client. The Client may consult the [current limits here](#).

7. Administrative Management

The list of management operations that may be carried out by the Client is available in the Client Area. As these operations are carried out independently by the Client, **the Client is solely responsible for them and may not, on this basis, hold Ikoula liable.**

The Client is informed that the duration of certain operations may vary from a few seconds to several minutes. In addition, once launched, certain operations prevent other operations from being carried out while they are being executed.

Before carrying out any action, the Client must ensure that it has fully understood the consequences of the selected operations. In case of doubt, the Client must contact Ikoula to carry out any prior checks and may under no circumstances hold Ikoula liable in this respect. The list of management operations is as follows, it being specified that this list may change, which the Client accepts and acknowledges:

- Viewing subscription details (number of licenses, subscription start and end dates, Domain Name, etc.)
- Access to configuration FAQs
- Adding a Domain Name
- Adding and modifying email Accounts, including their class or password
- Adding Domain Name aliases
- Adding distribution lists (mailing lists)
- Changing the billing cycle
- Adding and modifying labels, allowing several subscriptions to be differentiated according to the Client's criteria
- Terminating the subscription

8. Term of the Service

The Service starts on the day it is activated for the term selected by the Client at the time of the Order ("**Initial Term**"). At the end of the Initial Term, it is automatically renewed for successive

periods of the same duration, unless it is renewed for another duration (together, the “**Renewed Term**”) or terminated.

9. Backup and Restoration

The security and availability of the Content are priorities:

- Daily Backups: all Content is backed up daily to ensure recovery in the event of data loss.
- On-Demand Restoration: users may request restoration of their mailbox up to thirty (30) Days after deletion, it being specified that this restoration service is subject to a fee.

These conditions are intended to ensure optimal user experience while preserving the security and reliability of the service.

10. Retrieval and Deletion of Content

At the end of the email Service, regardless of the cause (deletion, termination, non-renewal, etc.), the Client’s Content placed in the Service is immediately inaccessible and is retained for a period of fifteen (15) Days. However, this retention period does not constitute a guarantee against the loss of data/Content. It is the Client’s responsibility, before the end of the Service, to retrieve all Content it wishes to keep.

11. Ikoula’s Liability

Ikoula undertakes, under a best-efforts obligation, to:

- Maintain in working order its infrastructures on which the Client’s Service is installed, except in the event of emergency and/or exceptional circumstances;
- Ikoula shall, where possible, inform the Client within a reasonable period of any potential interruption of the Service so that the Client may make the necessary arrangements; and
- Ensure access to the Client Area and to the Service, except in the event of corrective or upgrade maintenance. Ikoula reserves the right to interrupt the Service in order to carry out technical work to improve its operation.

The Service depends in particular on Suppliers and/or Third-Party Services. Ikoula may not be held liable for the total or partial failure to comply with an obligation and/or any failure of such Suppliers and/or Third-Party Services, and particularly of network operators and the Client’s access providers.

Ikoula cannot guarantee the proper delivery of email sent from the Service by the Client or one of the Users of the Service, or where the size of the message exceeds the standard size supported by the Service, namely, for information purposes only, ten (10) megabytes (MB).

To ensure the security of the Service or its proper operation, Ikoula may limit the technical characteristics of access to the Service, including file transfer rates and platform access methods, or block any access originating from networks or IP addresses considered by Ikoula to be insecure or malicious.

Ikoula declines all liability in the event of Service failure due to incorrect configuration by the Client.

Ikoula may suspend the Service in the event of use that does not comply with these Special Terms and/or the General Terms and Conditions of Sale or the Framework Agreement, applicable laws and regulations, in the event of infringement of third-party rights, or in the event of a request made to Ikoula by a competent authority. Likewise, Ikoula may be required to access the Client's Content at the request of such authority.

12. Client's Obligations and Responsibilities

The Client is solely responsible for the creation, management, administration and deletion of the Accounts subscribed to under the Service. The Client shall ensure the proper management of Users' access to the Accounts and any stored Content. In particular, the Client undertakes to generate passwords for each Account it creates and to use a two-factor authentication system.

The Client undertakes to comply with the provisions relating to the confidentiality of correspondence, in particular Articles 226-15 and 432-9 of the French Criminal Code and Article L32-3 of the French Postal and Electronic Communications Code.

The Client undertakes to secure its Service, implement security tools (e.g. firewall, etc.), regularly update its system, make regular backups of its Content, ensure the security of its software programs and secure the access corresponding to each Account.

The Client warrants that it is the Contact associated with the Domain Name concerned for the entire duration of the Service.

The Client undertakes not to infringe the trademarks of Ikoula or of any third-party Publisher. In the event of any request, claim and/or action by a third party, the Client undertakes to indemnify Ikoula for all resulting damage (including any award, reasonable defense costs, etc.) in accordance with the General Terms and Conditions of Sale or the Framework Agreement.

13. Service Interruption and Account Suspension

Where emails sent by the Client are detected as fraudulent, unsolicited or malicious, Ikoula may, in certain circumstances (in particular depending on the type or number of messages and/or in the event of risks to the integrity and/or security of Ikoula's network), block the Service. Access to the Service and the sending of emails will then no longer be possible. The Client will be informed by email at the contact address of its Client Account.

The Client may unblock its Service by changing its password or by submitting an unblocking request to Technical Support via its Client Area.

Any new email identified as fraudulent, unsolicited or malicious will result in a further block for a longer period. From the third block onwards, Ikoula reserves the right to refuse any further unblocking request.

Ikoula also reserves the right to suspend the Client's Service without notice in the event of a complaint by any person (whether or not a client) concerning an email sent by the Client from Ikoula's facilities or containing URLs of websites hosted by Ikoula.

The Client acknowledges that Ikoula is entitled to limit, restrict, interrupt or permanently suspend all or part of the Service concerned for a minimum period of five (5) days without notice, and/or terminate the Service in the event of failure to comply with spamming warnings sent to the Client by email.

Indeed, if the Client is proven to use spamming techniques (including the sending of unsolicited emails, fraudulent emails, etc.) on the Internet, Ikoula shall interrupt the Service without notice and terminate this Contract. The Client shall not be entitled to reimbursement of any sums already paid or to any compensation from Ikoula.

Executed by electronic signature,

As.....

