

SPECIAL TERMS AND CONDITIONS OF SALE VIRTUAL SERVERS (VPS)

Contract no._

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1. Purpose

The purpose of these Special terms and conditions (hereinafter the “Special Terms”) is to define the conditions under which Ikoula provides its Client with virtual server services hosted in its datacenter (the “Service”). The Client's attention is drawn to the fact that network resources are shared and that this is therefore not a dedicated server service.

2. Definitions

- **“IP Address(es)”**: Identifier of a Virtual Server attached to a public IP network connected to the public Internet, enabling said server to be reached. The IP Addresses that may be made available as part of the Service are IPv4 and IPv6 addresses.
- **“Domain Name System” or “DNS”**: distributed IT service that associates Internet domain names with their IP addresses or other types of records.
- **“Reverse DNS”**: domain name returned when the DNS system is queried with an IP address.
- **“Client Area” or “Extranet”**: interface accessible from an Internet browser enabling management of the client profile, access rights, Services, support tickets and billing.
- **“Firewall”**: a service, software or device used to protect network components.
- **“Host” (virtualization)**: physical server hosting the Virtual Servers.
- **“KVM over IP”**: technology enabling a system administrator to access the screen, keyboard and mouse of a server (physical or virtual) from a remote location.
- **“Virtual Server”**: a virtual server recreates the function of a physical server for the sole use of a Client, operating within a virtualization system.
- **“vCPU” (Virtual Central Processing Unit)**: virtualized equivalent of a physical processor. vCPUs are time slices of processor capacity allocated by the hypervisor software.
- **“VPS”**: from the English “Virtual Private Server”, see the definition of Virtual Server above.

3. Description of the Service

Ikoula provides the Client with a Virtual Server under a best-efforts obligation.

The virtual resources (RAM, disk space and processor) of the Virtual Server are allocated to the Client according to an algorithm proposed by the virtualization program used on the physical Host. Network resources, in particular bandwidth, are shared.

The Client is responsible for accurately determining the offer and options that best meet its needs and, where applicable, contacting Ikoula with any questions it may have.

In particular, the Client is informed of and aware of the limitations of use of the Service, especially due to the sharing of resources. Consequently, if the Client does not wish to be limited in its use, it is recommended that it choose a physical dedicated server service.

The Service consists of a standard base described below, which may be modified by option.

The **Virtual Server** consists of the following common elements:

- one or more vCPUs;
- one or more GB (gigabytes) of RAM (random access memory managed by a hypervisor);
- several GB (gigabytes) of storage space (persistent storage on SSD disks managed by a hypervisor);
- a Linux or Windows operating system;
- a physical location in an Ikoula datacenter located in France;
- an IPv4 and IPv6 address located in France.

The Service is available in several VPS categories, depending on the Client's requirements:

- **VPS:**
 - electrical and network redundancy of the Host;
 - RAID storage at Host level;
 - unlimited network traffic;
 - monitoring data reported in the control panel;
 - KVM access;
 - access to Technical Support;
 - configuration scalability;
 - regular Host updates.
- **VPS Platform:**
 - basic “building block” for professional platforms, incorporating the **VPS** features (described above) with a higher service quality commitment (see article 11);
 - service delivered on platforms dedicated to businesses;
 - active monitoring of Host load by Ikoula teams;
 - possibility of managed services by Ikoula teams;
 - possibility of adding a dedicated Firewall and managing VLANs;
 - Host updates without service interruption.
- **High Availability VPS:**
 - highest level of redundancy;
 - VPS category adapted to the requirements of business continuity and disaster recovery plans, thanks to automatic failover of Virtual Servers in the event of failure of the active Host;
 - shared storage replicated to a geographically separate site.

The Client should consult Ikoula's website for detailed and up-to-date information on the available options and related pricing.

4. Environment and access to the Service

4.1. Physical Access and Security

- **Location:** The Service is located in Ikoula's datacenters in France. Virtual Servers run on Hosts in a so-called virtualization environment.
- **Restricted access:** Physical access to the datacenter areas containing the Hosts is strictly controlled and limited to authorized personnel.
- **24/7 monitoring:** Video surveillance and on-site security are provided at all times.
- **Access control:** Biometric access control systems and identification cards.
- **Temperature and humidity:** levels equivalent to "Housing" services.
- **Fire safety:** fire protection systems on all sites.
- **Datacenters:** N+1 redundant power supply chains.
- **Network connectivity:** redundancy of equipment and operator links, diversified routes and datacenter entries, attack diversion solutions, n x 100Gbps network core.

4.2. Management of Virtual Servers

- **General information:** The Client may access a certain amount of information about the Service via the Client Area, including, without limitation:
 - Memory;
 - Virtual Processors (vCPU);
 - Storage capacity;
 - Identification;
 - Operating system;
 - Initial access password specifically dedicated to the Service;
 - IPv4 Address(es);
 - Backup status (option only), with the status of the latest backup (Error/OK), the type of backup and the date on which this information was last updated;
 - Location.
- **Management operations from the Client Area**

The list of management operations that may be carried out by the Client appears in the Client Area. Since these operations are carried out independently by the Client, **the Client is solely responsible for them and may not, in this respect, 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 block the possibility of carrying out other operations during their execution.

Before carrying out any action, the Client must verify 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:

- **Comment:** option to add an internal comment to the Client by Service;
- **Consumption:** consultation of average and cumulative usage statistics for the Virtual Server (vCPU, memory, reads/writes, network inputs/outputs). If the Client wishes, it may access consumption statistics for the date it chooses.
- **Secondary DNS:** where the VPS hosts an authoritative DNS server for a domain name held by the Client, possibility of adding said domain name for secondary management on Ikoula's DNS servers for redundancy purposes.
- **Reverse DNS:** possibility of managing reverse resolution from an IPv4 address associated with the VPS; the service is managed on Ikoula's DNS servers.
- **Network traffic statistics:** daily / weekly / monthly / yearly graphs of incoming / outgoing network traffic on the main network interface of the Virtual Server.
- **Security Scan:** possibility of launching or scheduling a security scan. This security scan is launched automatically and on a scheduled basis. It is based on the open-source OpenVAS product. This analysis is intended to identify security vulnerabilities.
The process will not improve the Virtual Server's resistance to attacks, but it analyzes the system, services and various configurations. This scan is not intended to be exhaustive. It is performed by an external machine managed and secured by Ikoula.
The test configuration is as broad as possible. Consequently, false positives may be reported. Accordingly, the Client's attention is drawn to the fact that Ikoula provides no guarantee as to the exhaustiveness or harmlessness of said scan and, consequently, Ikoula may under no circumstances be held liable in this respect.
- **Reset:** option available only for the "VPS" category, allowing the Virtual Server to be reinstalled by selecting the operating system from a provided list. In this respect, the Client is informed that this operation results in the destruction (without possible recovery) of all data on the Virtual Server. Consequently, before this operation is carried out, the Client must perform any backup it deems necessary.
Ikoula reminds the Client that the Service is not redundant and recommends that the Client subscribe to a backup or redundancy solution to avoid risks of data loss.
- **Intervention:** possibility of acting on the Virtual Server by choosing an action:
 - Start-up (requires prior shutdown of the Virtual Server);
 - Shutdown;
 - Exit Pause mode (requires the Virtual Server to have been paused beforehand);
 - Enter Pause mode;
 - Restart;
 - Status (viewing the current status);

- **Snapshots:** possibility of taking a snapshot (recording the current state of the Virtual Server). It is specified that a snapshot is not a backup. It allows return to a particular state of the Virtual Server if necessary (for example after a problematic change such as an update that encountered issues), but does not guarantee data integrity, particularly for servers hosting databases.
- **Monitoring:** possibility of setting up automated software monitoring on a port / service of the Virtual Server and choosing email alert notification and the monitoring interval.
- **Firewall:** possibility of configuring the Firewall associated with the Virtual Server on the virtualization host.
 - Activation / Deactivation of filtering;
 - Choice of the default inbound access policy;
 - Choice of the default outbound access policy;
 - Possibility of adding filtering rules by source, source port, destination, destination port and protocol;
 - Possibility of adding a comment per rule;
 - Possibility of logging the triggering of a rule.

Consequently, Ikoula may not be held liable for a service outage or monitoring rendered inoperative in the event of modification or deletion of a rule by the Client.

- **KVM:** possibility of accessing the Virtual Server in keyboard/screen mode.
- **Termination:** possibility of terminating the Service in accordance with the provisions of the Framework Agreement or Ikoula's General Terms and Conditions of Sale.

4.3. Connectivity and Internet network conditions included in the Service

- **Bandwidth:** provision of a high-speed Internet connection. For Virtual Servers in the "VPS" category, the maximum usable bandwidth is 100Mb/s.
- **IPv4 address:** management of public IPv4 addresses associated with the Virtual Server.
- **IPv6 addresses:** management of IPv6 addresses associated with the Virtual Server. It is specified that the provision of IPv4 / IPv6 addresses cannot be considered definitive, Ikoula reserving the right to reallocate IPv4 and/or IPv6 addresses according to its own needs (as indicated in article 6.3 hereof). In the event of reallocation, Ikoula will notify the Client by email at least three (3) calendar weeks in advance. It is specified that the Client may subscribe, as an option, to up to two (2) additional IPv4 addresses and two (2) additional IPv6 addresses according to the pricing provided by Ikoula.

5. Delivery

Ikoula informs the Client by email that its Virtual Server has been made available. This occurs within a maximum period of twenty-four (24) Business Hours from the Client's effective payment of the Order Form. After this period, if Ikoula has not made the Virtual Server available, the Client is entitled to request cancellation of the transaction and reimbursement of the sums already paid.

6. Restrictions on the Use of Virtual Servers

6.1. Network Attacks and DoS

- **Attack Prevention:** use of the servers to conduct network attacks, including denial-of-service attacks (DoS/DDoS), is prohibited.
- **Detection and Response:** Ikoula's handling of possible security incidents may involve disruptions to access to the Service, which the Client accepts and releases Ikoula from any liability in this respect.

6.2. Usage restrictions

- **Reasonable use:** The resources of the virtualization host server must be used reasonably to ensure optimal performance for all clients. Consequently, in the event of excessive use of said resources and/or bandwidth, Ikoula reserves the right to limit bandwidth under the conditions set out on the Website.
- **CPU/RAM/storage abuse:** Any abusive use of CPU, RAM or storage resources that may affect the stability of the network or neighboring Virtual Servers is prohibited. Ikoula reserves the right to implement usage limitation measures up to and including suspension of the Service, automatically and without notice, in order to guarantee the integrity and quality of the service provided.

6.3. Location

The location of the service cannot be considered definitive, Ikoula reserving the right to move the Service within one of its datacenters or to another of its datacenters. This move may involve reallocation of IPv4 and/or IPv6 addresses under the terms of article 4.3 hereof.

7. Maintenance and Support

7.1. Scheduled maintenance

Ikoula reserves the right to develop the Service and in particular to require the Client to perform updates or version upgrades of the Virtual Server in order to maintain the security of the Service and the infrastructures linked to it.

The Client will be informed of scheduled maintenance with reasonable prior notice.

Maintenance operations are scheduled to minimize service interruptions. The Client acknowledges and accepts that such maintenance may cause disruptions or interruptions to the Service, and releases Ikoula from any liability in this respect.



7.2. Emergency maintenance

Ikoula may also, in emergencies, particularly those related to security risks, carry out maintenance without prior notice. The Client acknowledges and accepts that such maintenance may cause disruptions or interruptions to the Service and releases Ikoula from any liability in this respect, it being specified, however, that Ikoula will use its best efforts to limit the impact of such disruptions or interruptions to the Service for the Client.

8. Client Obligations

8.1. Security and choice of configuration.

The Client is responsible for the configuration choices it makes in connection with the Service and, consequently, may not hold Ikoula liable in this respect. The Client is the administrator of the Virtual Server made available to it. As such, it is solely responsible for implementing measures that ensure the security and stability of the Virtual Server.

The Virtual Servers made available to the Client by Ikoula are provisioned with the operating system chosen by the Client, via an automated installation.

It is the Client's responsibility, and under its liability, to acquire from a publisher, any authorized third party or through Ikoula the rights necessary for the installation and use of the Third-Party Service(s) present on its Virtual Server. The Client also undertakes to pay the corresponding fees. Third-Party Products are subject to Third-Party Contractual Terms, which may change at any time, which the Client acknowledges and accepts.

The versions of the various Third-Party Services compatible with the Service are indicated at the time of order and may change, as may the list of compatible versions thus provided by IKOULA, depending on the available Virtual Server Service ranges.

Furthermore, the Client must take the necessary technical and organizational measures to ensure the continuity of its activities (in particular through the implementation of redundancy), especially in the event of disruption that may affect the availability, integrity or confidentiality of the Services.

8.2. Updates

The Client is responsible for keeping the operating system and software installed on the Virtual Server up to date in order to prevent security vulnerabilities.

Consequently, the Client is responsible for carrying out maintenance and update operations on the operating system installed on its Virtual Server.

The Client assumes full responsibility for this, and Ikoula may under no circumstances be held liable in this respect, in particular due to operations (maintenance, update, etc.) carried out in breach of the applicable terms of use and/or license conditions, or due to a malfunction of the Virtual Server following the operations thus carried out by the Client.

8.3. Backup

The Client is responsible for regularly backing up its data. It is the Client's responsibility to take all necessary measures to back up its data, particularly in the event of loss or corruption of data, for any reason whatsoever.

8.4. Hosting provider status

If the Client uses the Virtual Server Service to make communication services available to the public enabling the recipients of the Virtual Server Service to store, access or disseminate to the public, in particular on the Internet, signals, writings, images, sounds or messages of any kind, it must be considered a hosting provider within the meaning of article 6.I.2 of the French Law for Confidence in the Digital Economy of 21 June 2004.

In this respect, it is responsible for:

- a) pursuant to article 6.II of the aforementioned law, holding and retaining all data enabling the identification of any person who contributed to the creation of the content or any of the contents of the services for which it is the provider, for a period of 12 months, without Ikoula's liability being incurred in this respect; and
- b) pursuant to article 6.I.7 of said law, setting up an easily accessible and visible mechanism enabling any person to bring to its attention any offence relating in particular to the justification of crimes against humanity, incitement to hatred or violence, child pornography, attacks on human dignity, or illegal gambling activities.

The Client must also appear as hosting provider in the legal notices indicated by its contracting parties publishing a website.

9. Suspension of the Service

In addition to the cases described in the General Terms and Conditions of Sale or the Framework Agreement, the Service may be suspended by Ikoula in the event of non-compliance with these Special Terms, in particular in the event of abusive or illegal use of the Service.

10. Early termination of the Service

The Client may terminate the Service early. Such termination, at the Client's choice, may take effect immediately or at the end of the current subscription period, in accordance with the General Terms and Conditions of Sale or the Framework Agreement.

11. Service Level Commitments (SLA)

Ikoula undertakes to apply service quality guarantees.

These guarantees include:

- Recovery Time Guarantee;
- Intervention Time Guarantee;

- Service Availability Rate Guarantee.

The guarantee period (the “**Guarantee Coverage Period**”), unless otherwise specified, corresponds to the period covering Business Hours on Business Days.

In the event of non-compliance with the service quality guarantees, Ikoula shall owe the Client liquidated penalties in the amount specified below. These penalties must be expressly requested in writing by the Client to Ikoula Technical Support and shall take the form of credits deducted from the sums owed by the Client.

The liquidated penalties mentioned above shall not apply and, consequently, no credit shall be granted to the Client for the period during which the Service is affected by an Incident due to a force majeure event or one of the following causes (hereinafter individually referred to as an “**Excusable Event**”): (i) equipment or a service not provided by Ikoula; (ii) acts or omissions of the Client; (iii) scheduled or emergency maintenance; (iv) network traffic of or for a Client that exceeds the capacity of the Service; (vi) the unavailability of the Client, or any other failure by the Client to cooperate reasonably with Ikoula in order to restore the Service.

The cumulative monthly amount of credits, for all events combined, may not exceed fifty percent (50%) of the monthly invoices paid for the failing Service.

11.1. Recovery Time Guarantee

“**Recovery Time**” means the period between the opening of the Ticket caused by the total interruption of the Service (“**Critical Incident**”) and resolution of the Incident, as indicated on the Ticket. Recovery Time runs only during the Guarantee Coverage Period.

Accordingly, Ikoula undertakes to comply with a Recovery Time during the Guarantee Coverage Period, according to the options subscribed. Penalties may therefore be requested by the Client, according to the procedure set out above, in the event of failure to comply with this Recovery Time, in accordance with the table below:

Range	Recovery Time Guarantee (“RTG”)				Penalties
Service level	Standard	Silver	Gold	Platinum	
VPS	48h	12h	6h	N/A	5 per cent of the invoices settled monthly in respect of the Service being unavailable, calculated in thirty (30)-minute increments beyond the specified Mean Time to Recovery (MTR), up to a maximum of 50 per cent of those invoices
Platform VPS	48h	12h	6h	4h	
High Availability VPS	48h	12h	6h	4h	

11.2. Service Availability Rate Guarantee

“**Availability Time**” means the period between the opening of the Ticket caused by the occurrence of a Critical Incident or by a very severely degraded use of the Service (“**Major Incident**”) and resolution of the Incident, as indicated on the Ticket.

The Service availability rate is measured as a percentage and is calculated monthly (calendar month) as follows:

$$\text{Service Availability as a percentage} = \frac{\text{[Total number of minutes in the month – Downtime in minutes excluding Excusable Events (as defined above) during the month]}}{\text{Total number of minutes in the month}} \times 100$$

Accordingly, Ikoula undertakes to comply with an Availability Time during the Guarantee Coverage Period, according to the options subscribed. Penalties may therefore be requested by the Client, according to the procedure set out above, in the event of failure to comply with this Availability Rate, in accordance with the table below:

Range	Guaranteed Availability Rate (“GAR”)	Penalties (as % of monthly invoices paid for the Service)
VPS	99.5%	99.5% > TDG > 99%: 10% TDG < 99%: 30%
Platform VPS	99.9%	99.9% > TDG > 99.5%: 10% TDG < 99.5%: 30%
High Availability VPS	99.999%	99.999% > TDG > 99.9%: 10% 99.9% > TDG > 99.5%: 30% TDG < 99.5%: 50%

11.3. Intervention Time Guarantee

“**Intervention Time**” means the period between the opening of the Ticket caused by the total interruption of the Service (“**Critical Incident**”) and the handling of the Incident by Technical Support.

Ikoula undertakes to comply with an Intervention Time according to the options subscribed, and penalties may be requested by the Client in the event of failure to comply with this Intervention Time, in accordance with the table below:

Range	Intervention Time Guarantee (reporting by telephone)	Penalties
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	("ITG")				
Service level	Standard	Silver	Gold	Platinum	
VPS	1h	30min	15min	N/A	5% of the monthly invoices paid for the unavailable Service, per thirty (30) minute period beyond the indicated GTI, up to a limit of 50% of said invoices.
Platform VPS	1h	30min	15min	15min	
High Availability VPS	1h	30min	15min	15min	

12. Responsibilities

	Ikoula	Client
Choice and sizing of the VPS		X
Maintenance of the system image catalog	X	
Choice of operating system (OS)		X
Delivery of the VPS (access credentials, hardware, network, OS)	X	
Installation of software and applications on the VPS		X
Holding of licenses and rights to use the OS and applications installed on the VPS		X
Maintenance and monitoring of infrastructure accessibility (electricity, network) and environmental conditions	X	
Maintenance of the proper functioning of the hardware components of the Host hosting the VPS	X	
Administration of the VPS		X
Maintenance and monitoring of the VPS software components		X
Maintaining the security condition of software components		X
Management of logical access to the VPS		X
Management of access to the Extranet		X
Content of the VPS		X
Backup of VPS data		X
Maintenance of VPS data security		X
Implementation of a DRP / BCP		X
Use of the VPS in accordance with Ikoula's terms and applicable regulations		X
Reporting incidents to Ikoula support		X

Management of the physical security of the Host hosting the VPS	X	
Data recovery before termination		X
Data deletion	X	

Signed electronically,

As.....