

## SPECIAL TERMS OF SALE

### VEEAM SOLUTIONS

Contract no.\_

|      |                                                |   |
|------|------------------------------------------------|---|
| 1.   | PURPOSE .....                                  | 2 |
| 2.   | DEFINITIONS.....                               | 2 |
| 3.   | PREREQUISITES FOR USE OF THE SERVICES .....    | 2 |
| 4.   | DESCRIPTION OF THE SERVICES .....              | 2 |
| 4.1. | Veeam Backup for Microsoft 365 Service .....   | 2 |
| 4.2. | Veeam Backup as a Service (VEEAM BaaS).....    | 3 |
| 4.3. | Veeam Cloud Connect .....                      | 4 |
| 5.   | TERMS OF USE AND TECHNICAL PREREQUISITES ..... | 5 |
| 6.   | ADMINISTRATION CONSOLE.....                    | 5 |
| 7.   | FINANCIAL TERMS AND BILLING .....              | 6 |
| 8.   | LIABILITY .....                                | 6 |
| 9.   | TERM, SUSPENSION AND TERMINATION.....          | 6 |
| 10.  | INTELLECTUAL PROPERTY .....                    | 6 |
| 11.  | RESPONSIBILITIES.....                          | 7 |

## 1. Purpose

These special terms and conditions (hereinafter the "Special Terms") set out the terms under which Ikoula provides the Client with backup solutions developed and published by VEEAM SOFTWARE GROUP GMBH and resold by Ikoula (hereinafter the "**Services**").

These Services include the subscription to licenses for the "Veeam Backup for Microsoft 365" and "Veeam Backup as a Service (BaaS)" offers, as described on Ikoula's website:

- <https://www.ikoula.com/en/backup/veeam-m365>
- <https://www.ikoula.com/en/backup/veeam-baas>

For the purposes of these Special Terms, Ikoula acts as a reseller of VEEAM solutions.

The Client is informed that the Services may also be subscribed to as an option attached to a service already provided by Ikoula (for example: Physical Dedicated Server Services).

## 2. Definitions

- **"Provider"**: VEEAM SOFTWARE GROUP GMBH (or "VEEAM").
- **"Software"**: means the VEEAM computer programs, including all versions, updates, modules, patches, and associated documentation.
- **"Administration Console"**: management interface enabling the Client to administer the Services (backup scheduling, restoration, supervision, etc.).

## 3. Prerequisites for Use of the Services

The Client declares that it is fully informed of the features and prerequisites and has verified that the Services are suitable for its needs.

The Client's use of the VEEAM Services constitutes full and unconditional acceptance of VEEAM's End User License Agreement (EULA), available at the following address:

<https://www.veeam.com/legal/eula.html>.

The Client acknowledges that any use of the Service constitutes acceptance of the EULA in force, without any specific signature being required.

The Client is informed that VEEAM may update said EULA at any time, and that it is the Client's responsibility to comply with it in order to continue using the Service.

## 4. Description of the Services

### 4.1. Veeam Backup for Microsoft 365 Service

The purpose of the Veeam Backup for Microsoft 365 Service is to provide, depending on the subscribed offer, backup, restoration and management of the Client's data hosted in Microsoft 365 or in other compatible IT environments.



It includes in particular:

- the execution and scheduling of backup tasks for the Client's data in accordance with the defined configuration and settings;
- the restoration of backed-up data, within the predefined conditions and limits;
- the supervision and monitoring of backup and restoration operations via the Administration Console made available to the Client.

As an option, Ikoula also offers assistance to the Client for the configuration of its Veeam Backup for Microsoft 365 solution.

The Client is invited to review the technical specifications, features and limitations of the Services, which are described in greater detail on the product pages of Ikoula's website and the Provider's website:

- [https://www.ikoula.com/sites/default/files/2024-10/20230816\\_VEEAM\\_M365\\_guide\\_installation\\_ENG.pdf](https://www.ikoula.com/sites/default/files/2024-10/20230816_VEEAM_M365_guide_installation_ENG.pdf)
- [About Veeam Backup for Microsoft 365 - Veeam Backup for Microsoft 365 Guide](#)

In this respect, the Client undertakes to review the following items:

- the terms of use and technical prerequisites for the Microsoft 365 environment or other supported environments.
- backup or restoration limitations, for example: the lack of support for certain entities or certain geographic areas, or the impossibility of deleting certain protected items in certain backup modes.
- the default retention policy and its conditions (e.g. a minimum retention period), as well as customization options, subject to contractual conditions.
- the authentication and installation conditions relating to the Veeam interface and the required Microsoft Azure AD applications.

Any subsequent change to the technical specifications or limitations imposed by the Provider shall be enforceable against the Client and may result in an adaptation of the Services, without Ikoula being held liable for any inability to provide certain features, in particular due to changes in the versions of supported operating systems.

## 4.2. Veeam Backup as a Service (VEEAM BaaS)

This "Veeam BaaS" (Backup as a Service) Service enables the Client to benefit from an outsourced backup solution, hosted within Ikoula's infrastructure, in order to protect its critical data located on workstations, physical servers or virtual servers against the risks of failure, human error, cyberattack or any other IT malfunction. This Service is provided under a best-efforts obligation: Ikoula implements the resources, tools and technical measures necessary to perform backups, without however being able to guarantee absolute protection against all risks, including cyberattacks or any other event affecting the availability or integrity of data.

It includes in particular:

- the implementation of the Veeam software solution (or the appropriate Veeam agent) in the Client's environment, as well as access to the Administration Console hosted and provided by Ikoula;



- the execution and scheduling of regular backup tasks for the Client's data: files, folders, machines (physical/virtual), according to the agreed technical arrangements and frequencies;
- the retention of backups in one of Ikoula's Datacenters chosen as part of the offer;
- the restoration of backed-up data, within the conditions and limits provided for in the subscribed offer;
- monitoring, via the Administration Console, of the status of backup tasks (successes, failures, alerts), as well as the provision of automated usage and performance reports.

The Client is invited to review the specific features relating to the Service, detailed on Ikoula's website here: [Veeam BaaS | Ikoula](#). In addition, the Client acknowledges having read and accepted the conditions described herein, including in particular:

- the solution is suitable for physical server, virtual server or workstation environments, depending on the supported agents.
- the maximum capacity under the standard offer is fifty (50) servers and fifty (50) workstations. For any higher-volume requirement, the Client is invited to contact Ikoula.
- backups are stored in Ikoula Datacenters located in France, unless otherwise provided.
- certain functions may be subject to prerequisites (network prerequisites, agent configuration, access rights, operating system compatibility, etc.).
- when advanced features are used (bare-metal restore, reading NFS/CIFS mount points, etc.), technical prerequisites and restrictions may also apply. Ikoula reserves the right to apply the limitations (technical, geographic, hardware-related) resulting from the Veeam solution or Ikoula's infrastructure, and may not be held liable for the consequences of limitations or changes beyond its control.

As part of the VEEAM BAAS Service, the Client undertakes to:

- provide the access, administration rights and configurations necessary for the implementation of the agents and the backup portal;
- maintain its systems (workstations, servers, hypervisors) in a condition compatible with the solution's prerequisites (supported systems, patches, network connectivity, etc.);
- use the administration interface in compliance with laws and regulations relating to data protection and confidentiality.

### 4.3. Veeam Cloud Connect

The Veeam BaaS Service offered by Ikoula enables the implementation of a backup strategy compliant with the "3-2-1" principle, which consists of maintaining three copies of data, stored on two different media, including one outsourced off-site copy. This approach aims to implement all reasonable and appropriate means to ensure a high level of resilience and protection against data loss, whatever the cause (hardware incident, human error, attack or disaster).

Thanks to the integrated Veeam Cloud Connect feature, the Client may outsource its backups from its local infrastructure (on-premise) or from another datacenter to Ikoula's Datacenters, located exclusively in France, thereby benefiting from secure, redundant hosting compliant with Ikoula's availability standards.



## 5. Terms of Use and Technical Prerequisites

The Client undertakes to use the Services in accordance with their intended purpose, Ikoula's and the Provider's technical instructions, and the prerequisites published on the VEEAM website.

It is the Client's responsibility to verify the compatibility of its environment (systems, versions, access rights, network, storage, etc.) with VEEAM's technical requirements.

Ikoula may not be held liable for any incompatibility or unavailability resulting from non-compliance with these prerequisites.

## 6. Administration Console

Depending on the subscribed offer, the Client benefits from access to the VEEAM Administration Console.

This Administration Console allows the Client, in particular and under its sole responsibility, to:

- monitor the status of its backups (scheduling, execution, alerts, any failures);
- schedule, trigger and manage data protection tasks, within the limits of the rights and features included in the offer;
- perform restorations of backed-up data (files only), in accordance with the terms provided for in the contract.

Some features (for example automatic scheduling, customization of retention policies or certain advanced options) may be subject to restrictions or technical conditions.

At the Client's express request and subject to a prior quotation, Ikoula may perform certain delegated administration operations (configuration, restoration, backup policy management, etc.) carried out exclusively according to the Client's instructions and under its responsibility.

Ikoula and the Provider endeavor to ensure high availability of the Administration Console. However, the provision of this Administration Console is not subject to any service level guarantee, and no penalty or compensation shall be due in the event of temporary unavailability, slowdown or interruption of access to the console.

The Client remains solely responsible for the internal administration of the Services made available to it, including the management of user access, restorations, configurations performed via the console, and the supervision and triggering of its backups. It shall ensure that its authorized users have the necessary rights and skills for compliant use of the Services.

The Client also assumes full responsibility for all actions carried out from the administration console using its credentials, including those of its authorized users, and consequently bears any consequence or damage, direct or indirect, resulting from misuse, handling error, compromise of its credentials or any intervention carried out via the Administration Console.

Ikoula may not be held liable for data loss, alteration, incorrect restorations or service interruptions resulting from actions performed using the Client's credentials, the Client remaining solely responsible for the security, confidentiality and management of its access.

## 7. Financial Terms and Billing

In addition to the provisions set out in the General Terms and Conditions of Sale or the Framework Agreement, billing for the Service includes payment of a periodic fee.

The applicable prices and billing terms are available on Ikoula's website.

Any pricing change decided by VEEAM will be passed on by Ikoula under the conditions provided for in the General Terms and Conditions of Sale or the Framework Agreement.

## 8. Liability

In addition to the limitations of liability set out in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula may not be held liable in the event of:

- unavailability, data loss, alteration or incorrect restoration attributable to misuse, defective configuration or a breach by the Client of its obligations.
- developments, limitations, modifications or removals decided by VEEAM concerning the Services.
- any delay or failure to restore resulting from external causes or causes beyond its control (e.g. Microsoft throttling, data volume, execution times linked to Microsoft policy).

The Client acknowledges that the VEEAM Services are provided "as is" and that any maintenance, provision of updates or changes are the responsibility of the Provider.

Furthermore, Ikoula reminds the Client that the implementation of a backup solution does not release the Client from its responsibility for the retention, integrity and restoration of its data, which remains its exclusive responsibility. It is the Client's responsibility to verify the integrity of its backups through regular, random or complete restorations and by any means it deems appropriate.

## 9. Term, Suspension and Termination

In addition to the conditions provided for in the General Terms and Conditions of Sale or the Framework Agreement, the Client is informed that the Service is subscribed to for the term chosen by the Client when placing the order.

Ikoula reserves the right to suspend or terminate, without notice, any Service in the event of use that does not comply with these conditions, the Provider's conditions, including the EULA, or in the event of hacking, malicious acts, or infringement of the intellectual property rights of VEEAM or Ikoula, without the Client being entitled to claim any compensation in this respect.

The Client is informed that if VEEAM terminates the agreement authorizing Ikoula to resell the VEEAM Services, Ikoula may immediately terminate the corresponding Services, without compensation.

## 10. Intellectual Property

The Client benefits from a personal, non-exclusive and non-transferable right to use the VEEAM Software, in accordance with the VEEAM EULA.

The Client shall refrain from:

- decompiling, disassembling or modifying the Software,
- circumventing the technical limitations provided by VEEAM,
- using unauthorized third-party technologies that disrupt the operation of the Software,



- or infringing, directly or indirectly, the intellectual property rights of Ikoula or VEEAM.

## 11. Responsibilities

|                                                                                          | <b>Ikoula</b> | <b>Client</b> |
|------------------------------------------------------------------------------------------|---------------|---------------|
| Selection and validation of the backup solution                                          |               | X             |
| Creation and provision of access to the solution                                         | X             |               |
| Maintaining the solution in operational and secure condition (monitoring, updates, etc.) | X             |               |
| Installation and updating of Veeam agents on servers / workstations *                    |               | X             |
| Monitoring the proper execution of backups *                                             |               | X             |
| Configuration of the backup policy *                                                     |               | X             |
| Testing and validation of restorations                                                   |               | X             |
| Management of the physical security of servers containing the backups                    | X             |               |
| Deletion of backup data from the solution upon termination                               | X             |               |

*\* unless the Client has subscribed to the Managed Services service.*

Executed by electronic signature,

As.....

