

SPECIAL TERMS AND CONDITIONS OF SALE PHYSICAL DEDICATED SERVERS

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 physical dedicated server services hosted in its datacenter (the “**Service**”).

2. Definitions

- “**IP Address(es)**”: Identifier of a Dedicated 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.
- “**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.
- “**Physical Dedicated Server**”: a server whose entire components (processor, memory, storage) are dedicated to the Client.

3. Description of the Service

IKOULA provides the Client with a Dedicated Server under a best-efforts obligation.

The Client therefore has all the physical resources (RAM, disk space and processor) of said Physical Dedicated Server. However, it is specified that network resources, in particular bandwidth, are shared.

The Client is therefore responsible for accurately determining the Physical Dedicated Server 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. Consequently, if the Client does not wish to be limited in its use, it should instead choose a custom server service.

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

The Physical Dedicated Server consists of the following common elements:

- At least one power supply;
- At least one physical processor;
- At least 8 GB (gigabytes) of dedicated physical RAM (except for the “Synology” and “SAN” ranges);
- At least 480 GB (gigabytes) of dedicated physical storage space (persistent storage on SATA, SAS, SSD or NVMe disks);
- At least one 1Gbps network port;



- A location in an IKOULA datacenter located in France;
- An IPv4 address located in France.

The Service is available in several categories of Physical Dedicated Servers, depending on the Client's needs and requirements, as set out below:

- **"Classic"** range: previous versions of our refurbished ranges, efficient and attractively priced. Servers are available quickly, with predefined configurations;
- **"Agile"** range: modular and versatile servers, intended for both the general public and professionals, with an unbeatable price/performance ratio;
- **"Power"** range: servers equipped with dual power supplies (unless otherwise stated) and a hardware RAID card, enabling all of a company's services to be hosted;
- **"Xtreme"** range: servers equipped with dual power supplies and a hardware RAID card, intended for hosting the most demanding and critical services;
- **"GPU"** range: high-performance servers incorporating one or two graphics cards, intended for video processing, data processing, matrix calculations, etc. **WARNING:** The use of GPU servers including one or more NVIDIA GeForce graphics cards is authorized only for blockchain processing or calculations.
- **"Synology"** range: turnkey dedicated data storage server, easy to access and use, intended for Data backups or private Cloud platforms;
- **"SAN"** range: storage array meeting significant and high-performance storage needs.

It is specified that the available options increase the various elements and resources listed above, which results in additional billing.

The Client should consult Ikoula's website for detailed and up-to-date information on Physical Dedicated Server offers, the different options available and the related pricing.

4. Environment and access to the Service

4.1. Physical Access and Security

- **Location:** The Service is located in the datacenters of the company Ikoula located in France.
- **Restricted access:** Physical access to datacenter areas containing the Physical Dedicated Servers 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.



- **Hardware Warranty:** the hardware is guaranteed for the entire duration of the Service; the necessary components and labor are included. Ikoula reserves the right to replace the failing Physical Dedicated Server with a server that is at least equivalent.

4.2. Server Management

- **General information:** the Client may access a certain amount of information about the Service via the Client Area, including, without limitation:
 - Memory;
 - Physical Processors (CPU);
 - 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 and depends on the server range, which the Client accepts and acknowledges:

- **Comment:** possibility of adding an internal comment to the Client per Service;
- **Consumption:** consultation of average and cumulative usage statistics for the Physical Dedicated 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 network interface(s) of the Physical Dedicated 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 Physical Dedicated 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, and 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 allowing the Physical Dedicated 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 (with no possibility of recovery) of all Data present on the Server. Consequently, before carrying out this operation, 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 the risk of Data loss.
- **Intervention:** possibility of acting on the Physical Dedicated Server by choosing an action:
 - Restart;
 - Cancellation possible up to 3 minutes after the restart request;
 - Consultation of restart request logs;
 - Compatible with Physical Dedicated Servers equipped with dual power supplies.
- **Monitoring:** possibility of setting up automated software monitoring on a port / service of the Physical Dedicated Server and choosing email alert notification and monitoring interval.
- **Network Suspension:** possibility of permanently cutting off network access to the Physical Dedicated Server (only Ikoula teams will be able to reactivate network access to the server).
- **Netboot:** possibility of launching a restart and booting on a lightweight operating system for diagnostic purposes.
- **Netdiag:** possibility of launching a complete and automated hardware diagnostic (memory test, disk test, etc.).
- **RAC (Remote Access Control):** possibility, if the Physical Dedicated Server has it, to request the temporary opening of IPMI/RAC console access (computer protocols provided to access a server via a link OUTSIDE the operating system).
- **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 with useful bandwidth, on at least a 1Gb/s port.
- **IPv4 address:** provision of a public IPv4 address.
- **IPv6 addresses:** provision of a /112.

In this respect, 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 three (3) additional IPv4 addresses according to the pricing provided by Ikoula.

5. Delivery

Ikoula informs the Client by email that its Physical Dedicated Server has been made available. This usually occurs within less than twenty-four (24) Business Hours from the Client's effective payment of the Order Form. In the event of hardware unavailability, Ikoula will contact the Client as soon as possible to provide an estimated availability date and, where applicable, an alternative solution. If Ikoula does not contact the Client within said period, the Client is entitled to request cancellation of the transaction and reimbursement of the sums already paid.

6. Restrictions on the Use of Physical Dedicated 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 Physical Dedicated Server must be used reasonably to ensure optimal performance for all clients. Consequently, in the event of excessive bandwidth use, Ikoula reserves the right to limit the bandwidth volume under the conditions set out on Ikoula's website.
- **Abusive use of storage media:** Any abusive use of storage media causing their obviously premature degradation or obsolescence is strictly prohibited. In the event of such abusive use, IKOULA, after formal notice has remained without effect, may exercise its right to terminate the Service early, without prejudice to any claim for damages.

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 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 Physical Dedicated Server made available to it. As such, it is solely responsible for implementing measures that ensure the security and stability of the Physical Dedicated Server.

The Physical Dedicated Servers made available to the Client by Ikoula do not have any distribution (or operating system) installed by default.

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 selected distribution on its Physical Dedicated Server. The Client also undertakes to pay the corresponding fees. Third-Party Services are subject to Third-Party Contractual Terms, which may change at any time, which the Client acknowledges and accepts.

The versions of the various distributions compatible with the Service are mentioned on Ikoula's website and in the Client's Client Area, and may change, as may the list of compatible versions provided by Ikoula depending on the available Physical 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 Physical Dedicated 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 Dedicated 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 Physical Dedicated 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 Physical Dedicated Server Service to make communication services available to the public enabling the recipients of this Physical Dedicated 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. Hardware replacement

Ikoula undertakes to replace hardware forming part of the Service (including CPU, RAM, motherboard, storage) in the event of a proven failure thereof, it being understood that the Client's use complied with the terms of use of the Service described herein.

Ikoula reserves the right to offer alternative hardware that is equivalent or better in terms of software and hardware performance. Ikoula cannot guarantee the compatibility of the replacement hardware with the content (software, applications, etc.) installed by the Client.

A refusal by the Client of replacement with alternative, equivalent or better hardware will result in termination of the Service at the Client's sole fault, Ikoula then reserving the right to demand all sums due until the end of the current commitment period.

Furthermore, the Client is informed and acknowledges that hardware may fail and consequently cause failures or unavailability of the Service.

Ikoula recommends that the Client implement a backup or redundancy service in order to limit the impact and consequences of such failures or unavailability of the Service.

10. 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 in the event of non-compliance with these Special Terms, in particular in the event of abusive or illegal use of the Service.

11. 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.

12. 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; (v) 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.

12.1. 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	5 per cent of the invoices settled monthly in respect of the Service being unavailable, calculated in thirty (30)-minute increments beyond the specified Service Level Agreement (SLA), up to a maximum of 50 per cent of those invoices.
Classic	48h	N/A	N/A	N/A	
Agile	48h	12h	6h	-	
Power	48h	12h	6h	4h	
Xtreme	48h	12h	6h	4h	
GPU	48h	12h	6h	4h	
Synology	48h	12h	6h	4h	
SAN	48h	12h	6h	4h	

12.2. 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:

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

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 a % of the monthly invoices paid for the Service)
Classic	99.9%	99.95% > GAR > 99%: 10% GAR < 99%: 30%
Agile	99,95%	99.9% > GAR > 99.5%: 10% GAR < 99.5%: 30%
Power	99,99% *	99.99% > GAR > 99.9%: 10% 99.9% > GAR > 99.5%: 30% GAR < 99.5%: 50%
Xtreme	99,99% *	99.99% > GAR > 99.9%: 10% 99.9% > GAR > 99.5%: 30% GAR < 99.5%: 50%
GPU	99,95%	99.9% > GAR > 99.5%: 10% GAR < 99.5%: 30%
Synology	99,95%	99.9% > GAR > 99.5%: 10% GAR < 99.5%: 30%
SAN	99,99% *	99.99% > GAR > 99.9%: 10% 99.9% > GAR > 99.5%: 30% GAR < 99.5%: 50%

*: if hardware RAID **and** dual network attachment are used; otherwise, the availability rate is 99.95% and the penalties for the Agile range apply. This option is available as part of a custom offer. For more information, please contact your sales representative.

12.3. Intervention Time Guarantee

“**Intervention Time**” means the period between the opening of the Ticket caused by the occurrence of a Critical Incident and the handling of the Incident by Technical Support.

Accordingly, Ikoula undertakes to comply with an Intervention 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 Intervention Time, in accordance with the table below:



Range	Intervention Time Guarantee (reported by telephone) ("GTI")				Penalties
Service level	Standard	Silver	Gold	Platinum	5 per cent of the invoices settled monthly in respect of the Service being unavailable, calculated in thirty (30)-minute increments beyond the specified Service Level Agreement (SLA), up to a maximum of 50 per cent of those invoices.
Classic	1h	N/A	N/A	N/A	
Agile	1h	30 min	15 min	N/A	
Power	1h	30 min	15 min	15 min	
Xtreme	1h	30 min	15 min	15 min	
GPU	1h	30 min	15 min	15 min	
Synology	1h	30 min	15 min	15 min	
SAN	1h	30 min	15 min	15 min	

13. Responsibilities

	Ikoula	Client
Server selection and sizing		X
Low-level server installation and configuration	X	
Maintaining the system image catalog up to date	X	
Choice of operating system (OS)		X
Server delivery (hardware, network, OS)	X	
Installation of software and applications on the server		X
Holding licenses and rights of use for the OS and applications installed on the server		X
Maintaining and monitoring accessibility to the infrastructure (power, network) and environmental conditions	X	
Maintaining proper operation of the server hardware components (response to hardware failure)	X	
Server administration		X
Maintaining and monitoring the server software components		X
Maintaining the security condition of software components		X
Management of logical access to the server		X
Management of extranet access		X
Server content		X
Backup of server data		X
Maintaining server data security		X
Implementation of a DRP / BCP		X
Use of the server in compliance with Ikoula's terms and regulations		X



Reporting incidents to Ikoula support		X
Management of the server's physical security	X	
Recovery of Data before termination		X
Possible request for destruction of storage media		X
Destruction, on request, of storage media	X	
Provision of a destruction certificate	X	
Deletion of data if there is no destruction	X	
Reconditioning / recycling of the server	X	

Executed by electronic signature,

As.....

