

SPECIAL TERMS AND CONDITIONS OF SALE HOUSING & COLOCATION

Contract no._

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1. Purpose

These special terms and conditions (hereinafter the "**Special Terms**") define the conditions under which Ikoula makes available to the Client a secure physical space within its Datacenters, intended to host the Client's IT equipment and, where applicable, to allow the Client physical access to such space (the "**Service**").

2. Definitions

- "**IP Address(es)**": identifier of IT equipment attached to a public IP network connected to the public Internet, allowing said server to be reached. The IP Addresses that may be made available as part of the Service are IPv4 and IPv6 addresses;
- "**Rack(s)**" means the cabinet used for the physical hosting of IT equipment;
- "**Dedicated Rack(s)**" means the cabinet used for the physical hosting of the Client's IT equipment and allocated exclusively to the Client;
- "**Shared Rack(s)**" means the cabinet used for the physical hosting of the Client's IT equipment and not allocated exclusively to the Client;
- "**Bandwidth**" means the maximum theoretical and/or physical speed of a network connection;
- "**Shelf**" means an internal component of the Rack, attached to rails, used to host equipment that does not have a standard rack-mountable format;
- "**U**" or "**Rack Unit**" means a standardized unit of measurement used to indicate the height of equipment mounted in Racks;
- "**Housing & Colocation**" means the commercial name given to the Service covered by these Special Terms.

3. Service Description

As part of the Service, Ikoula provides the Client with one or more secure physical location(s) within its Datacenters located in France. For further information on the characteristics of the Datacenters, the Client is invited to consult the [Our infrastructures | Ikoula](#) page, which notably describes the specifications applicable to the various hosting rooms.

The Service therefore allows the Client to install and operate its own IT equipment under technical and security conditions compliant with market standards.

The Client may lease dedicated locations within Dedicated Rack(s) or part of the space within Shared Racks.

In addition to making one or more Racks available, the Service includes a service allowing the Client to physically access its Rack(s), according to the conditions described in Article 3.4.1 hereof and according to the written instructions or instructions given by Ikoula staff within the Datacenter.

3.1. Service Features

Different types of locations are offered for lease by Ikoula as part of the Service:

- Full Rack;
- Half Rack;
- Quarter Rack;
- Limited number of U in a Shared Rack; or
- Private space subject to technical study and quotation.

The Client may consult the features relating to the above-mentioned types of locations [here](#).

Said locations include:

- A secure, redundant power supply measured by sub-meter where electricity consumption is not billed on a flat-rate basis;
- A redundant cooling system (N+1), guaranteeing a supply air temperature of 24 °C +/- °C and a humidity rate of 25 to 65%;
- A type E electrical connection
- Physical security devices: access control by nominative badge and biometrics, 24/7 video surveillance, teams present on site 24/7;
- Fire and flood protection measures: automatic detection (VESDA), neutral gas extinguishing, zoned water detection, lightning protection.

As part of the Service, two Internet access methods are offered to the Client, which may be subscribed to alternatively or cumulatively (hereinafter the "**Internet Connection**" offer):

- **Internet access provided by Ikoula:** allocation of a public IPv4 Address with various connectivity options made available to the Client (including single-mode optical fiber).
- **Internet access provided by a third party:** subscription to an Internet access offer from a third-party operator present in Ikoula's Datacenters.

3.2. Options

The Client may subscribe, in addition to its offer and subject to prior subscription to the "**Internet Connection**" offer, to the following options:

- Additional IP Addresses;
- Additional bandwidth;
- Dedicated Cisco switch;
- 1Gbps/10Gbps uplink port, with redundancy option;
- Shelves;
- Managed PDU (Full Rack or Half Rack only)
- BYOIP (use of the Client's own IP Addresses).

Ikoula also offers, at the Client's request, to perform interconnection services within its Datacenters. In this respect, Ikoula connects the Client's Rack:

- **To a target rack or position**, subject to IKOULA's prior receipt of written authorization from both parties concerned (Letter of Authorization - LOA).
- **To IKOULA infrastructures**, in particular when providing Internet access or private access.

Internal interconnection categories:

For interconnection requests, the following distinctions apply:

- **Inter-room**: interconnection between two Racks located in two separate IT Hosting Rooms within the Datacenter (higher rate than Intra-room interconnection).
- **Intra-room**: interconnection between two Racks located in the same IT Hosting Room within the Datacenter.

3.3. Access and Remote Hands Services

3.3.1. Datacenter Access

Any person wishing to access the Datacenter must present an access badge or be accompanied by an Ikoula staff member.

It is specified that the issuance of access badges as part of the Service requires presentation of a valid identity document and the collection of a photograph and biometric data, without which no badge can be created and no access can be granted. Any access to the Datacenter requiring accompaniment by an Ikoula staff member must take place:

- From 7:00 a.m. to 8:00 p.m. on weekdays
- From 9:00 a.m. to 7:00 p.m. on weekends.

In addition, the Client guarantees compliance by all its staff authorized to access the Datacenter with the instructions displayed on site and/or given by Ikoula staff.

Ikoula shall not be held liable, on any grounds whatsoever, for the direct or indirect consequences resulting from any breach by the Client or its operators of the obligations set out in this clause. Access to the Datacenters and the interventions carried out there by the Client, its employees, agents, subcontractors or any other person acting on its behalf are performed under the sole responsibility of the Client, which indemnifies Ikoula against any damage caused by such intervention and any resulting third-party claim, action or recourse.

3.3.1.1 Specific access conditions for Dedicated Rack tenants

The lease of Dedicated Rack(s) includes the provision to the Client of Datacenter access badges. The number of badges provided by default varies according to the selected plan:

- two (2) badges for a Quarter Rack lease;
- three (3) badges for a Rack or Half Rack.

Additional badges may be created at the Client's request, subject to additional billing.

In the event of loss or damage to a badge requiring the issue of a new badge, replacement costs may also be billed to the Client by Ikoula. The Client also remains responsible for any access to the Datacenter using

a lost, stolen or found badge by an unauthorized third party, as well as any inappropriate or fraudulent use resulting from the loss of said badge.

These badges allow the Client, as well as its staff members, holding a nominative badge, to freely access the leased space and the IT equipment installed there, autonomously and at any time (24/7).

If the Client or one of its staff members who does not hold a nominative badge nevertheless wishes to access the leased space within the Datacenter, an authorization request must be sent to Ikoula Technical Support at least seventy-two (24) hours before the scheduled visit date.

This request must come exclusively from a contact duly referenced by the Client and must include the following information: full identity of the persons involved, company name of their company, scheduled date and time of the intervention, and its precise nature.

Confirmation that this request has been taken into account will be provided by the issuance of a ticket by Ikoula Technical Support.

3.3.1.2 Specific access conditions for Shared Rack tenants

When leasing Shared Rack(s), the Client may access the Datacenter and the Shared Rack in which it occupies space only in the presence of an Ikoula staff member.

The Client undertakes to notify Technical Support of any request for access to the Datacenters, on its own behalf or on behalf of one of its staff members, at least seventy-two (24) hours before the desired access date, except in the event of a proven Incident.

Each request must come exclusively from a contact duly referenced by the Client and must include the following information: full identity of the persons involved, company name of their company, scheduled date and time of the intervention, and its precise nature.

Ikoula will confirm that the request has been taken into account by a ticket issued by Technical Support.

3.3.2. Remote Hands Services

As part of the Service, Ikoula offers, exclusively during business hours, remote hands services at the Client's request, comprising only:

- visual inspection of status indicators (LEDs, numerical indicators, on-screen messages, cabling);
- physical shutdown or restart of the equipment;
- basic hardware handling consisting of connecting or disconnecting a cable or media, without opening the equipment.

Any request for performance of a remote hands service must be covered by subscription to an ad hoc service offered by Ikoula, in accordance with the applicable pricing conditions. For more details, the Client is invited to consult the Ikoula website: [Call our teams occasionally | Ikoula](#). Requests requiring a more complex intervention than those provided for above may be performed upon the Client's express request and will be subject to a prior quotation.

In any event, the Client remains solely responsible for the clarity, accuracy and completeness of the instructions communicated to Ikoula.

When the Client requests Ikoula to perform ad hoc hardware interventions on its equipment (such as, for example, connecting, disconnecting or restarting), Ikoula acts exclusively on the Client's written instructions.

Ikoula may not be held liable, on any grounds whatsoever, for any loss of data, performance degradation, interruptions or unavailability of the Service that may result directly or indirectly from an intervention carried out under normal conditions and in accordance with the Client's instructions. More generally, Ikoula does not assess in any way the relevance or appropriateness of the requested intervention, which remains the Client's responsibility.

4. Delivery

The Client undertakes to notify Ikoula of any delivery of equipment intended to be installed within its Datacenters at least three (3) business days before the scheduled delivery date.

The Client also undertakes to indicate its own name on any shipping document relating to the delivery of equipment to the Datacenter. Shipments must under no circumstances be made out in Ikoula's name, but in the Client's name, while mentioning the address of the Datacenter concerned.

The aforementioned notification must be made in writing and indicate the date, time, nature, volume and any particular feature of the equipment concerned.

Delivery may only take place after written confirmation from Ikoula that the equipment can be received on the indicated date and time.

Failing compliance with the aforementioned notice period, Ikoula shall be entitled to refuse the delivery, without its liability being incurred in this respect.

The Client undertakes to be present, or validly represented, upon delivery of its equipment.

It is the Client's responsibility to take all necessary precautions and measures to ensure such effective presence and supervise the receipt and installation of its equipment in the Datacenter.

If, however, a delivery is made in the absence of the Client or its duly authorized representative, Ikoula may, at its sole discretion, accept or refuse receipt of the equipment and, where applicable, temporarily store it within the Datacenter for a maximum period of seven (7) calendar days.

Beyond this period, any storage will result in a flat-rate penalty being billed per day and per cubic meter (m³) occupied, as follows:

Package type	Daily rate
Small package	2 €
Medium package (e.g. rack-mountable equipment - 1U or 2U)	8 €
Large package or several items of equipment	€15 / m ³

Such temporary storage shall take place under the sole responsibility of the Client, Ikoula assuming no specific safekeeping obligation, except to guarantee preservation of the equipment under normal Datacenter security conditions.



In any event, Ikoula's liability may only be incurred in the event of gross negligence or proven negligence on its part.

When Ikoula signs the delivery note in the absence of the Client at the time of delivery, Ikoula reserves the right to carry out only a visual inspection of the apparent condition of the packages.

In the event of obvious damage or visible damage observed on a package, Ikoula will refuse the delivery, without its liability being sought in this respect.

5. Installation

Ikoula makes available to the Client the space required to host the equipment within its Datacenters.

Installation and organization of the IT equipment are the responsibility of the Client. The Client performs these tasks autonomously when leasing a Dedicated Rack, and under the supervision of an Ikoula staff member when leasing a Shared Rack.

Exceptionally, and upon the Client's express request, Ikoula may install the equipment on behalf of the Client, subject to the prior preparation of a quotation submitted for the Client's acceptance.

The exact location of the equipment within the Datacenter is determined exclusively by Ikoula, according to its technical and organizational constraints.

Where the equipment is not compatible with Rack mounting, installation on a Shelf is mandatory.

Ikoula reserves the right to require the use of one or more Shelf/Shelves, in particular when justified by the nature or technical characteristics of the equipment.

Due to the lesser optimization of the space occupied, installation on a Shelf may be subject to additional billing compared with standard Rack installation. Such additional billing will be applied according to the pricing conditions in force.

When the equipment is provided by the Client, the Client undertakes to ensure that it fully complies with applicable standards, including CE marking and compliance requirements, as well as all applicable regulations relating to electrical safety, fire safety and electromagnetic compatibility. The Client is also strictly prohibited from bringing into or storing within the Datacenter any flammable materials, such as cardboard, plastic packaging or any other packaging presenting a fire risk.

Consequently, the Client indemnifies Ikoula against any damage caused to Ikoula by non-compliant equipment, as well as against any recourse, claim or request for compensation, of any nature whatsoever, from third parties and resulting from damage caused by its equipment or its non-compliance with applicable standards and regulations.

In addition, in this respect, the Client shall in particular ensure that its equipment is capable of complying with the physical and environmental integration constraints of the Datacenter and, in particular, that the ventilation and cooling airflow of its equipment complies with the standard Rack configuration implemented by Ikoula (notably front-to-back or back-to-front orientation).

6. Terms of Use of the Services

6.1. Prerequisites

6.1.1. Insurance

The Client is required to insure its equipment against any damage likely to result from it or be caused by it, in accordance with the obligations set out in the "Insurance" clause of the General Terms and Conditions of Sale or the Framework Agreement.

6.1.2. Compliant Use

The Client represents and warrants that the Service meets the needs of its business and is consistent with its risk analysis. The Client is responsible for using the location made available to it within the Datacenter, in compliance with the technical configurations (including electrical power, cooling capacity and connectivity) and the space allocated according to the hosting plan and options subscribed to.

The Client undertakes to operate exclusively its own equipment in the reserved location, and to ensure that such equipment does not compromise the security, availability or proper operation of Ikoula's infrastructures.

Any abusive use of the resources made available (for example: energy, cooling, connectivity), causing premature degradation, saturation or risks for other clients, is strictly prohibited.

By way of example, without this list being exhaustive, the following activities are prohibited: cryptocurrency mining, operation of software or hardware generating abnormal electrical consumption or heat overload, file-sharing activities of an unlawful nature or contrary to applicable laws and regulations.

6.1.3. Use of Shared Resources

As the network resources made available to the Client are shared, the Client undertakes not to use the Service in a manner likely to harm Ikoula's other clients. In particular, it undertakes not to intensively consume the public bandwidth made available to it.

In the event of breach, Ikoula reserves the right to apply any necessary technical limitation measure, without its liability being incurred in this respect and without prejudice to its right to terminate the Contract in accordance with the "Termination for breach" article of the General Terms and Conditions of Sale or the Framework Agreement, and to seek compensation for the loss suffered.

6.1.4. Backup

The Client remains solely responsible for the integrity and backup of the data it hosts or processes as part of the Service. Ikoula does not perform any backup of data stored on the Client's equipment. It is the Client's responsibility to implement, under its sole responsibility and at its own expense, any backup, redundancy or restoration procedure suited to its needs.

6.2. Compliance with laws, regulations and ethical rules - Prohibited activities

6.2.1. Prohibited Content

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement applicable to "manifestly unlawful content", the Client is prohibited from hosting any website on pages relating to any proselytism concerning sectarian movements or movements considered to represent a sectarian risk for State services or recognized as such by a court decision having the authority of res judicata. The Client also undertakes not to redirect to this type of website.

6.2.2. Third-party rights

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement relating to "Compliance with applicable legislation", it is specified that the Client is prohibited from setting up debridging services intended to enable large-scale downloads from file-hosting platforms, from carrying out intrusion activities and/or intrusion attempts (including but not limited to port scanning, sniffing, spoofing, etc.), and more generally from any disputed activity or behavior such as traffic exchanges (Hitleap, Jingling, etc.), Black Hat SEO (downloading, re-uploading videos to online video platforms, etc.), cryptocurrency mining, video game bots, etc.

6.2.3. Client declarations

The Client accordingly declares that it fully accepts all legal obligations arising from ownership of its data and services, Ikoula not being subject to any claim or concern in this respect for any reason whatsoever, in particular in the event of violation of legislative or regulatory provisions applicable to the Client's services. The Client represents that it has obtained all necessary copyright authorizations, in particular from copyright collecting societies where required.

6.2.4. Hosting provider status

The Client has the status of hosting provider within the meaning of Article 6-I-2 of the French Law for Trust in the Digital Economy of 21 June 2004, in that it "ensures, even free of charge, for making available to the public by online public communication services, the storage of signals, writings, images, sounds or messages of any kind provided by recipients of these services".

6.2.5. Log retention

The Client is responsible for taking all technical measures enabling the holding and retention of connection logs or any data capable of identifying any person who contributed to the creation of the content or one of the contents of the services for which the Client is the provider, in accordance with applicable legislation, and in particular Decree No. 2011-219 of 25 February 2011 relating to the retention and communication of data enabling identification of any person who contributed to the creation of online content, providing for a retention period of twelve (12) months.

6.2.6. Sanctions

In the event of non-compliance with the provisions of this article, Ikoula reserves the right to apply the provisions of the General Terms and Conditions of Sale or the Framework Agreement relating to suspension of the Services or termination for breach, without prejudice to the right to any damages to which Ikoula may be entitled. Where applicable, the Client may not claim reimbursement by Ikoula of sums already paid.



7. Client Portal Access

As part of the Service, Ikoula makes available to the Client a secure online portal allowing it to access various information relating to the operation and monitoring of its hosting environment (the "**Client Portal**").

The Client Portal allows the Client to consult various indicators and statistics relating to its infrastructure, including monitoring of its electrical consumption and viewing of Datacenter access authorizations.

The nature and list of statistics accessible to the Client are specified and kept up to date in its Client Area.

Ikoula reserves the right to modify, enrich or restrict the list of available statistics, in particular for technical, security or Service development reasons.

8. Service Level Commitments (SLA)

Ikoula undertakes to apply Service quality guarantees ("SLA").

The period of applicability of these guarantees (the "**Guarantee Coverage Period**") is, unless otherwise specified, provided continuously, twenty-four (24) hours a day and seven (7) days a week.

In the event of non-compliance with the SLA, Ikoula shall owe the Client the liquidated penalties specified below. These penalties must be the subject of an express written request addressed by the Client to Ikoula Technical Support and shall take the form of credits offset against the sums owed by the Client.

Area	Target	Thresholds / definition of "Unavailability"	Penalties
Redundant power supply (A+B)	99.999%/month (≤ 26 s/year)	Simultaneous loss of both (2) circuits cutting power to the Rack occupied by the Client.	5% of the monthly rent for the Housing space affected by the Unavailability, increased by an additional 5% of the corresponding invoice amount for each hour of confirmed overrun
Non-redundant power supply (A)	99.99%/month (≤ 4 min 19 s/month)	Loss of the single power circuit resulting in complete power loss to the Rack occupied by the Client.	
Supply air temperature	99.99%/month (≤ 4 min 19 s/month)	Temperature < 20 °C or > 28 °C	
Humidity rate	99.99%/month (≤ 4 min 19 s/month)	Humidity rate < 25% or > 65%	
Building interconnection	99.99%/month (≤ 4 min 19 s/month)	Failure of the passive medium preventing the link.	

The liquidated penalties mentioned above do not apply and, consequently, no credit will benefit the Client for the period during which the SLA are not met due to force majeure 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) planned or urgent maintenance; (iv) network traffic for or from a Client that exceeds the capacity of the Service; (v) the Client's unavailability, or any other failure by the Client to reasonably cooperate with Ikoula in order to restore the Service.

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

9. Breaches and termination

In the event of payment default by the Client, the provisions set out in the General Terms and Conditions of Sale or the Framework Agreement relating to non-payment shall apply automatically.

Without prejudice to these provisions, and specifically within the scope of the Service covered hereby, any unpaid amount shall result in the following measures, which the Client acknowledges and accepts:

- i. First, suspension, under the same conditions as those applicable to suspension of the Services provided for in the General Terms and Conditions of Sale or the Framework Agreement, of network access to the space occupied by the Client within the Datacenter, as well as prohibition of the Client's access to its hosting space and deactivation of its access badges;
- ii. Second, disconnection of the power supply to the hosted equipment if the Client does not regularize its situation within ten (10) calendar days following the suspension referred to in (i.);
- iii. Third, removal of the Client's IT equipment from the occupied Rack if the situation has persisted for at least thirty (30) calendar days since the suspension referred to in (ii.).

In the event of continued non-payment and failure by the Client to remove the equipment from Ikoula's premises, Ikoula shall be entitled, after a storage period of six (6) months, to destroy the equipment remaining on site at the Client's expense, without any further formality and without the Client being entitled to any compensation or recourse in this respect.

The Client expressly acknowledges and accepts this right of destruction and the consequences arising therefrom.

Throughout the storage period of the equipment, Ikoula also reserves the right to charge storage and safekeeping fees, in accordance with the provisions set out in Article 4 hereof.

Ikoula shall also be entitled to terminate the Service subscribed to by the Client under the conditions described in the General Terms and Conditions of Sale or the Framework Agreement.

10. Liability

	Ikoula	Client
Choice and sizing of hosting		X
Installation and provision of hosting	X	
Holding of licenses and rights to use the OS, applications, data, etc. installed on the Client's equipment		X
Maintenance and monitoring of infrastructure accessibility (power, network) and environmental conditions	X	
Maintaining the proper operation of the hardware components of the Client's equipment		X
Maintaining the security condition of software components		X
Management of Extranet access		X
Provision and configuration of Datacenter access badges	X	
Content and applications exposed on the Client's equipment		X
Backup of data on the Client's equipment		X
Maintaining the security of data on the Client's equipment		X
Implementation of a DRP / BCP		X
Use of hosting in compliance with Ikoula's terms, regulations and licenses for installed software		X
Reporting incidents to Ikoula support		X
Management of the physical security of the server containing the hosting	X	
Recovery of Data before termination		X
Removal of the Client's equipment before termination		X

Executed by electronic signature,

As...

