

SPECIAL TERMS AND CONDITIONS OF SALE MANAGED SERVICES

Contract no. _
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1. Purpose

These special terms and conditions (hereinafter the "**Special Terms**") define the conditions under which Ikoula provides the Client with managed services (hereinafter the "**Service(s)**").

Ikoula draws the Client's attention to the fact that, when the Client subscribes to the Managed Services, such services apply in addition to the other eligible services offered by Ikoula to which the Client may also have subscribed (e.g. Virtual Server Services, Physical Dedicated Servers, etc.).

2. Definitions

- **"Publisher"**: publisher of software and/or applications whose services and/or products are integrated by Ikoula for the provision of the Service.
- **"Operating System" (or "OS")**: set of programs that establishes a relationship between the various hardware resources, applications and the user. It manages the use of a computer's resources by application software (e.g. Windows, MacOS, Linux).
- **"Information System" (or "IS")**: organized set of resources (hardware, software, human resources, data, procedures) used to collect, store, process and disseminate information within an organization.
- **"Web Server"**: computer system combined with software used for storing and serving website files. Whenever an Internet user visits a website, their browser sends a request for the page content to the web server. The site server then provides this information to the browser.

3. Service Description

The Managed Services allow the Client to entrust its IT infrastructure to Ikoula and thereby benefit from operation, administration, maintenance, monitoring, security for systems and networks, supervision, backup and technical support services, according to the contractual scope selected and the needs expressed by the Client. This outsourcing may be full or partial, depending on the level of managed services subscribed to.

Any change to the scope managed by Ikoula (addition or removal of server(s) or application(s)) must be requested from Ikoula in advance, and Ikoula reserves the right to approve or refuse such change.

Ikoula provides the Client with an interface (hereinafter the "**Interface**") accessible from an Internet browser and enabling management of its client profile, access rights, Services, support tickets and billing. Through the Interface, the Client also has access to information relating to the management of its platforms, such as monitoring key indicators or intervention reports.

3.1. Service Options

The Managed Services operate with various options that are available by default depending on the selected managed services level (see Article 3.2) or may be ordered by the Client in addition to the selected package:

- Fortinet Firewall
- ESET Antivirus
- Daily check of backups
- Application of security updates approved by the Client
- Backup space (from 50 GB to 100 GB included depending on the selected managed services level)
- Access to technical support by telephone 24x7
- Additional time allocated to requests not included in the managed services level subscribed to by the Client

- Support from an Operational Account Manager (OAM)

3.2. Managed Services Levels

Ikoula's managed services offer is based on three (3) different managed services levels, in order to meet each Client's needs and objectives:

- **Silver Level:** Ikoula provides Client support and supplies the hardware, as well as general monitoring of system resources. The Silver Level includes a hardware availability guarantee and fifty (50) GB of backup space; however, the backup policy is defined by the Client. **The Client remains the administrator of its Operating System.**
- **Gold Level:** Ikoula assists the Client in managing its Operating System based on a "co-management" principle. Ikoula customizes monitoring according to the procedure manual drafted by the Client and implemented by Ikoula. The Gold Level includes a hardware availability guarantee and one hundred (100) GB of backup space; however, the backup policy is defined by the Client. **The Client remains administrator of its Operating System.** Depending on the administration actions performed, the Client, Ikoula and each administrator remain responsible for their own administration actions on the Operating System.
- **Platinum Level:** Ikoula manages and administers the Operating System on behalf of the Client. This managed services level includes full outsourcing of the Client's information systems, with a dedicated team of technicians and comprehensive management of the Operating Systems. The Platinum Level includes access to technical support by telephone 24x7, a hardware availability guarantee and one hundred (100) GB of backup space; however, the backup policy remains defined by the Client. Backups are checked daily by Ikoula, which applies security updates approved by the Client, the Client remaining the **instructing party.**

In the event of a one-off need, or in addition to the selected managed services level, the Client may also order additional support time services directly from the Interface. These services, billed by the hour, are available for level 1 operations (handling operations), level 2 operations (system administration) or level 3 operations (complex administration).

The Client should consult the Ikoula website in order to obtain detailed and up-to-date information on the options available depending on the different managed services levels.

3.3. Types of Managed Services

3.3.1. Managed Services for an Operating System

Ikoula's support for an Operating System ends when the Publisher (or the community) no longer provides support for it.

Under Gold-level managed services, Ikoula performs certain tasks on behalf of the Client (OS/application updates, backup, supervision, etc.), but the Client remains responsible for its own actions.

3.3.1.1. Installation

Ikoula installs the Operating Systems available in the template catalog.

Operating System configuration operations are performed under the following conditions:

- The items to be configured must be recorded in writing;
- Configuration is performed once only and during business hours;

- The configurable items are those present as standard in the OS;
- No source code recompilation or script development is performed;

The Client is informed that any Services activated during setup do not necessarily fall within the scope of the monitored items.

3.3.1.2. Monitoring

The purpose of monitoring is to detect malfunctions and service interruptions. It consists in particular of:

- Permanently monitoring OS, applications and resources;
- Proactively detecting events likely to impair proper system operation;
- Triggering corrective actions.

Ikoula implements and monitors the following supervision points:

- Physical server: hardware (RAID, power, temperature, physical disks),
- Filesystem: remaining size,
- CPU: User, System,
- System processes (Linux), if applicable: SSH, DNS,
- System services (Windows), if applicable: RDP services, DNS,
- Time synchronization (NTP),
- Network interfaces: speed, usage.

These supervision items are supplemented by the following metrology items:

- Filesystem: I/O,
- CPU: User, System, Wait I/O, load average,
- Memory: percentage use of total memory, calculation of virtual memory usage and swap usage.

3.3.2. Managed Services for a Web Server

3.3.2.1. Supported Web Servers

The supported Web Servers are:

- Internet Information Server (IIS);
- Apache;
- Nginx;
- Litespeed;
- LightHTTPd;

For further information on the supported versions of the supported Web Servers, the Client may consult the Ikoula website.

Ikoula's support for a Web Server ends when the Publisher and/or the official community (for open-source resources) no longer provides support for it.

3.3.2.2. Installation

Ikoula installs Web Servers only from the applications present in the Operating System installed on the server. Operating System configuration operations are performed under the following conditions:

- The items to be configured must be recorded in writing;
- Configuration is performed once only and during business hours;
- The configurable modules/packages are those present as standard in the Operating System;
- No source code recompilation or script development is performed.
- The Client is informed that any Services activated during setup do not necessarily fall within the scope of the supervised items.

3.3.2.3. Monitoring points

The purpose of monitoring is to detect malfunctions and Service interruptions. It consists in particular of:

- Permanently monitoring applications and resources;
- Proactively detecting events likely to impair proper system operation;
- Triggering corrective actions.

Ikoula implements and monitors the following supervision and metrology points (non-exhaustive list):

- TCP port checks (depending on the applications under Ikoula's responsibility)
- Implementation of web scenarios to verify the proper operation of a site by searching for text in its code (implemented in agreement with the Client once the site has been migrated to Ikoula's platform).

3.3.2.4. Limitation on the number of interventions

All operations performed as part of managed services for a Web Server (change management, alert management, Incident management, problem management, updates) are limited to a maximum number of processing minutes per server/month depending on the subscribed managed services level. In the event of overrun, Ikoula informs the Client and may offer an additional package.

3.3.3. Managed Services for a Database Server

3.3.3.1. Supported databases

The supported databases are:

- MARIA DB;
- MySQL;
- POSTGRESQL;
- Microsoft SQL Server;

For further information on the supported versions of the supported databases, the Client may consult the Ikoula website.

Ikoula's support for a DBMS server ends when the Publisher and/or the official community (for open-source resources) no longer provides support for it.

3.3.3.2. Installation

Ikoula installs MySQL, PostgreSQL and MariaDB database servers from the packages offered as standard by the host operating system. With respect to MS SQL, it is installed from media (CD, DVD or ISO file) and either from the license provided by the Client (it being understood that the Client is then solely responsible for compliance with the Microsoft publisher) or from the license ordered by the Client as an option from Ikoula.

Database configuration operations are performed according to the following terms:

The items to be configured must be recorded in writing. In the absence of instructions, Ikoula will perform a standard installation. Any subsequent modification may be subject to additional billing by Ikoula. In this context, the initial import of data is not considered a configuration operation but requires a specific study and implementation.

Configuration is performed only once and during business hours.

The duration of installation and setup is limited to 2.5 hours.

No recompilation or script development is performed.

3.3.3.3. Monitoring points

The purpose of monitoring is to detect malfunctions and service interruptions. It consists in particular of:

- Permanently monitoring applications and resources;
- Proactively detecting events likely to impair proper system operation;
- Triggering corrective actions.

Ikoula implements and monitors the following supervision and metrology points (non-exhaustive list):

- TCP port checks;
- Status of DBMS services/processes;
- Advanced supervision of DBMS usage (number of queries per second, memory usage, cache usage, etc.);

3.3.3.4. Data management by the Client

The Client may use the administration tool of its choice to manage the content of its databases. The Client has all administration rights over said databases. Consequently, Ikoula strongly recommends the use of a pre-production server in order to validate scripts or any import/export operations, etc. The Client must take preventive measures so as not to delete its databases by mistake.

3.3.3.5. Limitation on the number of interventions

All operations performed as part of managed services for a database server are limited to a maximum number of processing minutes per server/month depending on the subscribed managed services level. In the event of overrun, Ikoula informs the Client and may offer an additional package.

3.3.4. Managed Services for a Firewall

The Firewall Service is offered according to two service levels: standard or advanced. The scope of the Managed Services depends directly on the subscribed Firewall service level.

Managed services for a standard-level Cloud Firewall include support for the following features:

- Firewall
- Proxy
- NAT
- IPSEC / SSL VPN

Managed services for an advanced-level Cloud Firewall include support for the following features:

- Firewall
- Proxy
- NAT
- IPSEC / SSL VPN
- Anti-intrusion
- URL filtering
- Protocol filtering
- Application Control
- Antivirus

If the Client uses a Firewall feature that is not included in the standard or advanced scope, Ikoula is unable to provide support for that feature (commissioning, change management, incident management, alert management, problem management and advice) and, consequently, Ikoula may not be held liable in this respect.

3.3.4.1. Limitation on the number of interventions

All operations performed as part of managed services for a Firewall are limited to a maximum number of processing minutes per server/month depending on the subscribed managed services level. In the event of overrun, Ikoula informs the Client and may offer an additional package.

4. Updates

Ikoula strongly recommends the automated installation of software updates published by software solution publishers.

Ikoula informs the Client that disabling automatic updates may have potentially harmful consequences (instability, lower performance, malfunction, security vulnerability, etc.).

Subject to the subscribed managed services level, Ikoula expressly informs the Client that the absence of updates may compromise server security and stability.

If the Client does not expressly request Ikoula to install updates and such installation does not fall within Ikoula's scope of action according to the subscribed managed services level, Ikoula may not be held liable for any security defect or instability resulting from the absence of software updates.

If the Client activates an automatic update installation feature, the Client is informed that this feature may cause an unplanned restart and, therefore, server unavailability. Ikoula may not be held liable for the consequences or adverse effects of these updates on the operation of the server or applications.

5. Conditions for Provision of the Service

An audit and familiarization with the Client's installation may be necessary in certain cases. At the end of this assessment, a probationary phase of three (3) calendar months begins (hereinafter the "**Probationary Phase**").

This baseline assessment makes it possible to review the operating documentation, application configuration, any specific features of the installation, the security level, operating documents and architecture file, etc. The Client is expressly informed that during the Probationary Phase, the Managed Services are billed but the SLA as stated in Article 6 are not applicable.

If significant deviations from best practices are identified, Ikoula will notify the Client. The Client must make the necessary changes. Ikoula may also offer to carry out the changes subject to quotation. Failure to make the corrective changes will make it impossible to provide the Service. The Client is informed that the absence of documentation makes the baseline assessment impossible, which is essential for proper performance of the Service.

6. Terms of Use of the Service

The Client and/or its user(s) must not perform and/or allow any malicious acts to be performed on all the Services. If the Client and/or its user(s) commit acts of hacking or malicious acts, Ikoula's liability shall not be incurred in this respect.

If a hosting Service is subscribed to without Managed Services, the Client is responsible for computer attacks and/or hacking. In addition, any resulting consequence on the managed services shall not be covered by Ikoula.

7. Service Level Commitments (SLA)

Ikoula undertakes to apply service quality guarantees, the amount of which varies depending on the subscribed managed services level.

These guarantees include:

- The Recovery Time Guarantee ("**RTG**");



- The Intervention Time Guarantee ("ITG").

Unless otherwise specified, the guarantee period (the "**Guarantee Coverage Period**") corresponds to the period of Business Hours on Business Days (excluding scheduled maintenance periods).

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

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.

In the event of non-compliance with the service quality guarantees, Ikoula shall owe the Client, at the latter's express request to Technical Support, liquidated penalties amounting to 5% of the monthly invoices paid for the unavailable Service, per thirty (30) minute period beyond the Recovery Time or Intervention Time indicated in the table below. These penalties must be the subject of an express written request sent by the Client to Ikoula Technical Support.

These penalties shall take the form of credits offset against the sums owed by the Client.

The liquidated penalties mentioned above do not apply and, consequently, no credit will benefit the Client for the period during which the Service is affected by an Incident 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 maintenance; (iv) network traffic exceeding the capacity of the Service; (vi) 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 monthly invoices paid for the failing Service.

SLA	Managed services level		
	Silver	Gold	Platinum
ITG tickets / email	6 h	4 h	2 h
ITG tickets / telephone	30 min	15 min	15 min
ITG incident	Best effort	1 h	30 min
RTG hardware	12 h	6 h	4 h

Executed by electronic signature,

As...