

SPECIAL TERMS AND CONDITIONS OF SALE WEB HOSTING (HEB)

Contract No. _
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1. Purpose

These special terms and conditions (hereinafter the "**Special Terms**") are intended to define the conditions under which Ikoula, under an obligation of means, provides its Customer with a hosting service for its web environment (the "**Service**"). In order to provide this service at a competitive cost, this offering corresponds to shared hosting and not to a private server hosting offering.

2. Definitions

- **IP Address(es):** Identifier of a service or a user attached to a public IP network connected to the public Internet, enabling the service or user to be reached.
- **SSL Certificate (also called a "Certificate" or "Electronic Certificate"):** SSL is the acronym for "Secure Socket Layer". It refers to a standard protocol for securing data transmission over the Internet. A SSL Certificate is a digital certificate consisting of a set of data cryptographically linking a holder identified by its Private Key to a Public Key. A SSL Certificate may be issued to an individual, a private or governmental organization, an educational institution, or to a computer network component, such as a firewall, router, or any other security hardware medium.
- **Domain Name System or DNS:** a distributed computer 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 using an IP address.
- **Mail eXchanger (MX) record:** a type of Domain Name System record that associates a domain name with an email server.
- **Customer Area or Extranet:** interface accessible from an Internet browser enabling management of the customer profile, access rights, Services, support tickets and billing.
- **Firewall:** a service, software program or device used to protect network elements.
- **Domain Name:** the literal address of a website. A second-level Domain Name consists of a root (example: "ikoula") and an extension or TLD (example: ".com"), this extension being considered a top-level domain name. A domain name may also include one or more prefixes (example: "www").
- **Operating System (or "OS"):** a set of programs that establishes a relationship between the various hardware resources, applications and the user. It manages the use of a system's resources by application software.
- **TLD:** top-level domain, also commonly called an "extension", designating the final part of a domain name (e.g. ".org", ".fr").

3. Description of the Service

The Service consists in particular of hosting, within a shared environment, the Customer's website(s) (hereinafter the "**Customer Websites**"), and enables access to these sites in compliance with reasonable terms of use.

For any additional information on the various offers and features inherent to the Service, the Customer is invited to consult the information available on the IkoULA website via [this link](#).

The Customer is responsible for determining in advance and precisely the offer and options that best meet its needs and, where applicable, for contacting IkoULA with any questions it may have.

Depending on the selected configuration, the characteristics of the Service may vary, such as the allocated resources and the maximum data throughput on the bandwidth.

Furthermore, the Customer is informed and aware of the usage limits of the Service, in particular due to the sharing of resources. System resources, notably RAM and processor capacity, are allocated to the Customer in a shared environment, which implies sharing these resources with other customers and users of the Service. Consequently, and unless otherwise stipulated, no performance guarantee for the Service may be granted. If the Customer wishes to benefit from dedicated resources and not be subject to such limitations, it must choose a private server hosting solution.

The Customer should consult the IkoULA website in order to obtain detailed and up-to-date information on the available options and the related pricing.

The web hosting offers are available in Linux or Windows environments, each having distinct technical characteristics and its own advantages. These solutions are implemented using the Plesk control panel, published by WebPros. After validation of its order, the Customer receives the credentials enabling access to the Plesk interface, which provides access to various features related to the management of its web hosting, including the creation of websites, management of email services, DNS zones and other associated services.

3.1. Linux Web Hosting

3.1.1. General Features

- **Operating System:** Linux;
- **Web Technologies:** Apache, Nginx, PHP, MariaDB, Perl, Python;
- **Control Panel:** Customer access to a Plesk control panel, giving the Customer access to traffic statistics and audience measurement for the Customer Websites hosted as part of the Service, subject to appropriate configuration;
- **Supported applications:** the list of supported applications can be consulted [here](#);
- **Domain Name:** a Domain Name is offered to the Customer for the first year of hosting, among the following TLDs: .fr, .com, .be, .org, .eu, .us. Subsequent years are billed at the current renewal price for the extension. Early termination fees may be charged. This offer cannot be combined with other current promotions and is strictly limited to one use per main customer account. For further information, reference should be made to the Special Terms relating to Domain Names, which specify the special terms and conditions applicable to this service.
- **Bandwidth:** Unlimited bandwidth (traffic not counted for reasonable use in a shared hosting context);

- **IP Addresses:** hosting compatible with IPv4 and IPv6 addresses.
- **SSL Certificate:** provided by the Let's Encrypt certification authority.

All other characteristics applicable to the Service may be consulted in the "Features" section, accessible [here](#).

3.1.2. Linux Hosting Plans

The shared hosting plans under Linux OS are available in 3 offers described below. The Customer may consult the latest version of these offers [here](#).

Ikoula gives the Customer the option to upgrade its subscription to a higher offer (for example, from the Starter offer to the Comfort offer). To do so, the Customer must submit an upgrade request via its Customer Area by selecting the offer to which it wishes to migrate. It is understood that this migration may result in additional fees, as well as delays or Service interruptions.

Starter Plan

- **Storage:** 25 GB
- **Sites:** 3 sites included
- **Email Accounts:** 10 accounts (2 GB per mailbox)
- **Databases:** 3 MySQL databases

Comfort Plan

- **Storage:** 100 GB
- **Sites:** 10 sites included
- **Email Accounts:** 100 accounts (5 GB per mailbox)
- **Databases:** 10 MySQL databases

Premium Plan

- **Storage:** 250 GB
- **Sites:** no limit
- **Email Accounts:** no limit (10 GB per mailbox)
- **Databases:** no limit on the number of MySQL databases

The features specific to these various offers may be consulted [here](#).

3.2. Windows Web Hosting

The shared hosting plans under Windows are available in 3 offers.

The Customer may consult the latest version of these offers on the website [here](#). Ikoula offers the possibility to upgrade from a smaller offer to a larger offer (for example from Starter to Comfort). [here](#)

3.2.1. General Features

- **Operating System:** Windows;
- **Web Technologies:** IIS (Internet Information Services), ASP.NET, .NET Core, MSSQL Server, PHP, Ajax, Silverlight, MariaDB, NodeJS;
- **Control Panel:** Plesk;
- **Supported applications:** the list of supported applications can be consulted [here](#);
- **Domain Name:** a Domain Name is offered to the Customer for the first year of hosting, among the following extensions (TLDs): .fr, .com, .be, .org, .eu, .us. Subsequent years are billed at the current renewal price for the extension. Early termination fees may be charged. This offer cannot be combined with other current promotions and is strictly limited to one use per main customer account. For further information, reference should be made to the Specific Terms relating to Domain Names, which specify the specific terms and conditions applicable to this service.
- **Bandwidth:** Unlimited bandwidth (traffic not counted for reasonable use in a shared hosting context)
- **IP Address:** hosting compatible with IPv4 and IPv6 addresses
- **SSL Certificate:** provided by the Let's Encrypt certification authority.

All other features applicable to the Service may be consulted in the "Features" section, accessible [here](#).

3.2.2. Windows Hosting Plans

Starter Plan

- **Storage:** 25 GB
- **Sites:** 3 sites included
- **Email Accounts:** 10 accounts (2 GB per mailbox)
- **Databases:** 3 MariaDB databases and 3 SQL Server databases

Comfort Plan

- **Storage:** 100 GB
- **Sites:** 10 sites included

- **Email Accounts:** 100 accounts (5 GB per mailbox)
- **Databases:** 10 MariaDB databases and 10 SQL Server databases

Premium Plan

- **Storage:** 250 GB
- **Sites:** no limit
- **Email Accounts:** no limit (10 GB per mailbox)
- **Databases:** no limit on the number of MariaDB and SQL Server databases.

The features specific to these various offers may be consulted [here](#) in the "features" section.

3.2. Plesk Interface

The features and possibilities associated with any web hosting service including the Plesk management interface (hereinafter the "**Management Interface**") are detailed in the documentation accessible [here](#).

4. Delivery

Ikoula informs the Customer by email that its Service has been made available. This takes place within a maximum period of twenty-four (24) business hours from the Customer's effective payment of the Order Form. After this period, if the Service has not been made available by Ikoula, the Customer is entitled to request cancellation of the transaction and reimbursement of the amounts already paid.

5. Location

The location of the Service shall not be definitive, Ikoula reserving the right to move the Service within one of its datacenters or to another of its datacenters located in France. This move may involve the reassignment of IPv4 and/or IPv6 addresses.

In the event of reassignment, Ikoula will notify the Customer by email at least three (3) calendar weeks in advance.

It is specified that the Customer may subscribe, as an option, up to three (3) additional IPv4 addresses according to the pricing provided by Ikoula.

6. Terms of Use of the Services

6.1. Prerequisites

6.1.1. Use consistent with the features of the Service

The Customer declares and warrants that the Service corresponds to the needs of its business and is consistent with its risk analysis. The Customer is responsible for complying with the configurations and

storage space authorized by the hosting plan and options to which it has subscribed. The Customer undertakes to use the storage space solely for content directly related to the Customer Website.

Any abusive use of storage media causing their premature obsolescence is strictly prohibited. In the context of web hosting, this includes, without limitation: file sharing, cryptocurrency mining, etc.

6.1.2. Use of shared resources

As the resources and network made available to the Customer are shared, the Customer undertakes not to use the Service in a manner detrimental to other Ikoula customers. In particular, it undertakes not to make intensive use of the public bandwidth from which it benefits.

In such a case, Ikoula reserves the right to apply limitations to the hosting of the Customer Website, without prejudice to Ikoula's right to terminate the Contract under the conditions set out in the article "Termination for breach" of the General Terms of Sale or the Framework Agreement and to seek compensation for the loss suffered.

6.1.3. Backup

Ikoula performs, under an obligation of means, an automatic technical backup at regular intervals of the server hosting the Data in order to meet its service commitments for the web hosting offer provided for in these Specific Terms.

It is specified that:

- The backup frequency is daily;
- The backup does not include any data restoration time objective;
- The Customer remains responsible for managing its business continuity and in particular its disaster recovery plan, as well as for implementing its own Data backups taking into account the nature of the processing and its own objectives or service commitments to which it is bound.

Although the Service includes backup solutions as described above, it is the Customer's responsibility to take all necessary measures to back up its Data. The Customer must be able to restore its Data in the event of loss or deterioration in connection with the Services for any reason whatsoever. In this context, the Service may, through the Management Interface, integrate with a remote backup solution compatible with the SFTP protocol.

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 of Sale or the Framework Agreement applicable to "manifestly unlawful content", the Customer is prohibited from hosting any site on pages relating to any proselytism connected with sectarian movements or movements considered to present a sectarian risk by the State services or recognized as such by a final court decision. The Customer also undertakes not to redirect to this type of site.

6.2.2. Third-party rights

In addition to the provisions of the General Terms of Sale or the Framework Agreement relating to "Compliance with applicable law", it is specified that the Customer is prohibited from setting up debridging services intended to enable mass downloading from file-hosting platforms, from carrying out intrusion activities and/or attempted intrusions (including but not limited to: port scanning, sniffing, spoofing, etc.), and more generally from any contentious activity or behavior such as traffic exchanges (Hitleap, Jingling, etc.), Black Hat SEO (downloading and reuploading videos on online video platforms, etc.), cryptocurrency mining, video game bots, etc.

6.2.3. Customer declarations

The Customer accordingly declares that it fully accepts all legal obligations arising from the ownership of its services, Ikoula being unable to be held liable or troubled in this respect for any reason whatsoever, in particular in the event of violation of legislative or regulatory provisions applicable to the Customer's services. The Customer declares that it has obtained all necessary copyright authorizations, in particular from any copyright collecting societies that may be required. The Customer undertakes to display on the web pages of its Website the identity and address of the owner or author of the web pages and to make all requests necessary for the creation of its website, in accordance with the legislation in force.

6.2.4. Hosting provider status

The Customer has the status of 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 that it "ensures, even free of charge, for provision 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". In this respect, Ikoula only provides the Customer with access to the Services enabling the Customer to store its data and that of its customers, including, in particular, logs.

6.2.5. Log retention

It is the Customer's responsibility to take all technical measures enabling the holding and retention of connection logs or any data likely to enable identification of anyone who contributed to the creation of the content or one of the contents of the services for which the Customer is the provider, in accordance with the legislation in force, 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 of Sale or the Framework Agreement relating to suspension of the Services or termination for breach, without prejudice to the right to claim any damages to which Ikoula may be entitled. Where applicable, the Customer may not claim reimbursement from Ikoula of sums already paid.

7. Use of SCRIPTS

7.1. Terms of use

The Customer may create and run on its own account its own CGI, PHP and/or SQL scripts and other executable programs, upon request made to Ikoula and subject to compatibility with the Service. This possibility is subject to the following conditions:

- the Customer undertakes to take the necessary measures to ensure that the scripts of the Customer Website do not interact with the configuration of the Service or the hardware;
- The Customer undertakes to upload the scripts via the SFTP or SSH server, if available;
- The Customer also undertakes to use the scripts reasonably.

7.2. Reasonableness

The Parties agree that the reasonableness of script use with regard to the Service is assessed according to the criteria for use of the Customer Website, the description of the Service on the Ikoula website and the criteria indicated below:

- daily traffic;
- number of web requests per day (html, php, cgi, jpg, gif, etc.);
- use of the machine processor ("CPU");
- use of RAM; and
- access to an SQL server limited in the number of simultaneous requests, it being specified that Ikoula recommends that the Customer establish short connections and close them after use.

Where applicable, the Customer shall be required to state the precise reason for which it uses the scripts.

7.3. Sanctions

Within reasonable limits and unless otherwise provided, Ikoula will warn by email, customers whose scripts use an unreasonable percentage of system resources. The Customer is then required to confirm by email, as promptly as possible after receipt of the email, proper receipt of this alert and proper understanding of the request made by Ikoula. Failing this, Ikoula reserves the right to suspend the Customer's Site concerned without prior notice.

In the event of necessity or emergency, Ikoula reserves the right to suspend the Customer's scripts or even the Service without notice and without prior notification. In particular, scripts presenting an imminent danger to other customers and/or using an excessively high percentage of system resources are considered cases of necessity or emergency. This article supplements the provisions of the General Terms of Service and is not intended to replace them.

8. Service Level Agreements (SLA)

Ikoula undertakes to apply a guarantee of availability of the Service (hereinafter the "**Service Availability Rate Guarantee**").

The Service covered by the SLA corresponds exclusively to the web hosting service. It is expressly specified that the availability of the website, which depends on the Customer's configurations and responsibility, is therefore not guaranteed by Ikoula.

Unless otherwise specified, the SLA coverage period corresponds to the period corresponding to Business Hours on Business Days.

The availability rate of the Service (hereinafter the "**Service Availability Rate**") is measured as a percentage and calculated monthly (calendar month) as follows:

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

In the event of non-compliance with the Guaranteed Service Availability Rate over one (1) month, Ikoula shall owe the Customer liquidated penalties, the amount of which is specified below. These penalties must be the subject of an express written request sent by the Customer to Ikoula Technical Support and shall take the form of credits offset against the sums owed by the Customer.

Service Availability Rate	Penalties (as a % of monthly invoices paid for the Service)
From 99.5% to 99%	10%
< 99%	30%

The fixed and liquidated penalties mentioned above do not apply and, consequently, no credit shall be granted to the Customer 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) the Customer's acts or omissions; (iii) scheduled or emergency maintenance; (iv) network traffic from or for a Customer that exceeds the capacity of the Service; (vi) the Customer's unavailability, or any other failure by the Customer to cooperate reasonably with Ikoula in order to restore the Service.

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

6. Responsibilities

	Ikoula	Customer
Choice and sizing of hosting		X
Choice of operating system (OS)		X
Installation and provision of hosting	X	
Holding of licenses and rights of use for the OS, Plesk and applications installed on the hosting at delivery	X	
Maintenance and monitoring of infrastructure accessibility (electricity, network) and environmental conditions	X	
Maintenance of proper operation of server hardware components (response to hardware failure)	X	
Hosting administration		X
Maintenance and monitoring of websites		X
Maintaining software components in secure condition		X
Management of logical access to hosting		X
Management of access to the extranet		X
Website content		X
Backup of hosting data		X
Maintaining the security of server data		X
Implementation of a DRP / BCP		X
Use of hosting in compliance with Ikoula terms, regulations and licenses of 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

Executed by electronic signature,

As.....