

## **SPECIAL CONDITIONS FOR ADDITIONAL IP ADDRESSES**

*Latest version dated 05/12/2013*

### **ARTICLE 1: PURPOSE**

These Special Conditions supplement the So You Start General Conditions (the “General Conditions”) and are intended to set out the conditions for booking IP address resources from the Supplier.

Requests for and use of these resources are subject to full acceptance of these Special Conditions.

In the event of a conflict between these Special Conditions and the General Conditions, these Special Conditions shall prevail.

### **ARTICLE 2: DESCRIPTION OF THE ADDITIONAL IP ADDRESS SERVICE**

Additional IP addresses shall be ordered by the Customer having at least one So You Start dedicated server, at any time directly through the Customer’s management interface.

Each So You Start dedicated server can be allocated a set number of additional IP addresses. The limits are defined and accessible on the Supplier's website.

The beta-test So You Start dedicated servers are not compatible with the Service.

Any additional IP address is automatically included within the monthly invoicing cycle of the So You Start dedicated server to which it is allocated. In addition, the Customer shall be invoiced for each additional IP address when it renews the said So You Start dedicated server.

The Customer configures the parameters for use of its additional addresses using its management interface. The Customer can change the So You Start dedicated server for which it wants to associate a resource, and, unless otherwise set out in these Special Conditions, can release any IP addresses that it believes it no longer needs.

### **ARTICLE 3: CONDITIONS FOR ALLOCATING AN IP ADDRESS TO A SO YOU START DEDICATED SERVER**

The Customer can, if it so wishes, switch an additional IP address to another So You Start dedicated server that it administers. This operation must be effected using the Customer’s management interface. The allocation of an IP address to another So You Start dedicated server is

then counted in the maximum number of IP addresses that can be associated with the relevant So You Start dedicated server.

The Supplier will verify that the re-allocation of the additional IP address of the original So you Start dedicated server to the intended So you Start dedicated server is performed by the Customer who is the administrator for both So you Start dedicated servers. Otherwise the re-allocation will not be possible.

The Customer acknowledges that the number of additional IP addresses that can be assigned to So you Start dedicated servers is limited. These limits are available on the OVH website and directly from the Customer's Management Interface.

#### **ARTICLE 4: OVH's OBLIGATIONS**

OVH undertakes to use all due care and effort to ensure successful provision of the Customer's IP addresses on the So You Start dedicated server(s) determined by the Customer.

OVH undertakes to provide unlisted IP addresses and, in the event that such addresses have been listed when used by a previous customer, OVH shall take all due care to delist the address, or, failing this, to provide new IP addresses after five working days without obtaining such delisting.

#### **ARTICLE 5: OVH's LIABILITY**

OVH shall block any IP address allocated to the Customer if it constitutes a risk to the security of OVH's platform, whether as a consequence of a malicious act or following detection of a flaw in the system's security.

Likewise, OVH can block and withdraw all of the Customer's IP addresses if these contractual conditions are not complied with.

OVH excludes all liability regarding the use made by the Customer of the IP addresses allocated to it by OVH. The Customer retains sole liability in the event of unlawful, fraudulent use of IP addresses that it owns.

OVH undertakes to implement the technical resources necessary to protect the IP addresses of the Customers in particular when they are victims of software attacks. Such protection does not in any event constitute an obligation to achieve a specific result for OVH, which is only bound by a best-efforts obligation.

OVH retains the right to refuse any application for new resources without needing to justify such refusal to the Customer. Such refusal may be based on many different reasons, such as, but not

limited to: non-compliance with the provisions applicable to the allocation of the resources, non-compliance with OVH contractual terms, IP addresses listed because of the use made of them by the Customer, or lack of available resources.

## **ARTICLE 6: CUSTOMER'S OBLIGATIONS AND LIABILITY**

The Customer undertakes to use the IP address allocated in compliance with the So You Start general and special conditions.

The Customer shall refrain from sending mass email messages (spamming) through the IP addresses allocated by OVH.

The Customer shall retain sole liability for the use of the resources that are allocated to it. The IP addresses allocated to the Customer cannot be sold by the Customer to a third party.

The Customer shall take care of any application made by a third party relating to the use of an IP address allocated to the Customer.

The Customer undertakes to personalise the Reverse of these additional IP addresses.

## **ARTICLE 7: TERM AND INVOICING**

The additional IP addresses are signed up to for an undefined period of time with a minimum obligation for one (1) month.

The additional IP addresses must be renewed with the So You Start dedicated server to which they are allocated. Consequently, they are suspended along with the So You Start dedicated server if such service is not renewed.

The Customer determines the IP addresses that it wishes to release in its Management interface. The IP addresses are automatically suspended from OVH's validation of the request for termination by the Customer.

## **ARTICLE 8: TERMINATION**

The Customer can terminate the option for additional IP addresses directly through its management interface.

When the Customer requests removal of an IP address, OVH shall first check that the IP address does not have a negative reputation.

This means that OVH shall check that the IP address has not been blacklisted by an organisation well-known for its anti-SPAM protection or anti-fraudulent activities protection (Phishing or malicious files) such as SPAMHAUS or SPAMCOP.

In the event that the Customer's IP address is listed, it is up to the Customer to take all necessary steps with regard to the organisation that listed the address to ensure that they delist it. Such operation confirms that the IP address's reputation is not damaged and that, consequently, it can be reallocated to a new customer.

Failing this, it cannot release the listed IP addresses and shall continue to be invoiced for their use. At the same time, the Customer will not be able to ask OVH to allocate any more additional IP addresses.