



SPECIFIC TERMS AND CONDITIONS ON THE RENTAL OF A DEDICATED SERVER

Latest Version on June 2nd 2014

SECTION 1: PURPOSE

This appendix supplements the General Terms and Conditions of Service and the Special Conditions of Service for Website Hosting Services on a Dedicated Server.

It aims to define the technical and financial conditions under which the Supplier will provide an Additional Storage Space enabling the Customer to transfer data for the purposes of backing up the data on their Dedicated Server.

In the event of any contradiction with the General and Special Conditions of Service relating to hosting services on a Dedicated Server, this appendix shall prevail.

The Customer expressly recognises that the Supplier shall only intervene in the administration of the Infrastructure that their Additional Storage Space is configured on, but shall not intervene under any circumstances in the transfer or selection of the Customer's files stored in this Space.

SECTION 2: DESCRIPTION OF THE SERVICE AND CONDITIONS OF SERVICE IMPLEMENTATION

The order for an Additional Storage Space can be placed by the Customer at any time, after having rented a Dedicated Server, directly via their Management Interface or via the API made available to the Customer by the Supplier (hereinafter; the "OVH API").

Once their order has been validated, the Supplier shall provide the Customer with a secure and personalised password, enabling them to access their Additional Storage Space. The Customer may proceed to reset their password at any time.

In order to transfer their data, the Customer will log in to the Additional Storage Space via the file transfer protocol which they have chosen from those offered by the Supplier (notably FTP, NFS and CIFS...). Using their Management Interface or the OVH API, the Customer can control the IP addresses authorised to access their Additional Storage Space, from the IP addresses of the Dedicated Servers procured from the Supplier, and for which they have administrator status.

Any other IP addresses indicated by the Customer will be automatically rejected, and likewise if the Customer ceases to be the administrator of the Dedicated Server authorised to log in to their Storage Space.

The Customer must set up the backup and transfer tools on the Additional Storage Space themselves.





SECTION 3: SUPPLIER'S OBLIGATIONS

The Supplier is committed to taking all the care and diligence necessary to providing a quality Service, conforming to the customary professional practices and the state of the art.

The Supplier reserves the right to interrupt the Customer's Service to carry out a technical intervention, so as to improve its operation. The Supplier shall inform the Customer as soon as reasonably possible of the nature and the likely duration of the intervention on the Infrastructure enabling access to their Additional Storage Space, so that the Customer may take appropriate measures.

In the event of the Supplier identifying a fault on its Infrastructure, it shall inform the Customer as soon as possible.

In both of the aforementioned circumstances, the Supplier recommends the Customer to verify that the Supplier's intervention on the Infrastructure has not affected their Storage Space, and consequently to verify the integrity of their files and that subsequent backups have been carried out correctly.

The data transferred by the Customer to their Additional Storage Space shall remain confidential. It is protected by a password and only accessible using the IP addresses authorised by the Customer in their Management Interface or via the OVH API. The Supplier undertakes not to disclose them. However, on legal requisition, the Supplier will be forced to provide the desired information to the legal authorities.

SECTION 4: LIABILITY OF OVH

The Supplier shall not be held liable for the content of the information, sound, text, images, shapes and forms, and data accessible on the Customer's Additional Storage Space.

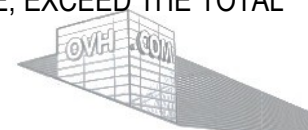
The Supplier accepts no liability with respect to correct execution of the backup.

It is the Customer's responsibility to verify the backup carried out, and in the event of failure, to seek the causes thereof, and to inform the OVH technical support.

In the event of a proven malfunction, the Supplier may disable the Service after having informed the customer.

LIMITED LIABILITY

THE CUSTOMER ACKNOWLEDGES THAT OVH AUTHORIZES OTHER SERVICE USERS TO INSTALL THEIR WEBSITES AND SERVERS IN ITS FACILITIES. OVH SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES, COSTS OR LOSSES INCURRED BY THE CUSTOMER (OR BY THE LATTER'S OWN CUSTOMERS) AND CAUSED BY ANOTHER SERVICE USER'S ACT, MATERIAL OR FAILURE TO ACT. OVH'S LIABILITY IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) BY STATUTE, OR OTHERWISE, TO THE CUSTOMER (OR THE LATTER'S OWN CUSTOMERS), CONCERNING PERFORMANCE OR NON-PERFORMANCE, AS APPLICABLE, OF ANY OBLIGATION CREATED UNDER THIS AGREEMENT, WITH REGARD TO ANY CLAIM, SHALL BE LIMITED AND SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL





FEES PAID BY THE CUSTOMER TO OVH UNDER THIS AGREEMENT IN THE THREE- (3-) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL OVH BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

SECTION 5: OBLIGATIONS AND LIABILITY OF THE CUSTOMER

The Customer is committed to using the Service in accordance with the OVH General and Special Conditions.

The Customer is solely responsible for their passwords.

The Supplier does not have knowledge of the data saved. The Customer is therefore liable for ensuring that they holds the sufficient rights on this data, and that the content does not infringe Irish law or breach the accepted principles of morality.

The Customer bears responsibility for ensuring that the backup of their data has successfully completed. In the event of an issue arising, the Customer will take all measures necessary to relaunch the data backup.

The Customer acts as an independent entity and, as such, accepts full responsibility for all risks and liabilities of their activity. The Customer is solely responsible for the files and data that they transfer to the Additional Storage Space. The Customer is responsible for the data, the content, usage, and the updating of information transmitted, distributed or collected, and for all files, especially address files.

The Customer undertakes to solely use the Additional Storage Space for backup purposes only. In this respect, the Customer undertakes to use the Service with due diligence, in accordance with the current jurisprudence.

The Customer acknowledges that any obvious abuse of the Service (notably regarding the read/write frequency) may lead to the Supplier limiting or suspending all or part of the Service.

The Customer acknowledges that all data stored on their Additional Storage Space will be deleted by the Supplier following non-renewal of the Service or non-renewal of the associated Dedicated Server. It is the Customer's responsibility to retrieve all of their data prior to the Service expiry date, or that of the associated Dedicated Server.





SECTION 6: BILLING

The Additional Storage Space is subscribed to by the Customer for an unspecified duration. It is billed monthly.

The Additional Storage Space is automatically linked to the billing cycle of the associated Dedicated Server. Consequently, the Customer will be invoiced for the use of this Additional Storage Space on renewal of the aforementioned Dedicated Server.

The Additional Storage Space shall be suspended along with the associated Dedicated Server in the absence of renewal of the latter.

The Customer may choose not to renew the Additional Storage Space on renewal of the associated Dedicated Server.

