



SPECIAL CONDITIONS OF COLLABORATIVE MESSAGING SOLUTIONS CORPORATE OFFER

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Definitions :

Account: Collaborative mail space created by the Customer and exclusively dedicated to User. Each account is based on an Exchange license and has its own storage space.

Administrator of a Domain Name: An individual who has the right to change the configuration of a Domain Name, DNS servers, etc.

Collaborative messaging: Service offering Email features, calendars, file storage space ...

Customer: The person, firm or company who purchases Services from the Supplier.

Domain name: URL consisting of a label and an extension, for example «ovh.ie»

Email: Service for sending and receiving emails.

Installation fee: Fees applying to any subscription to a service and any corresponding installation of the Service by OVH.

Management Interface: The "Manager" space that is accessible on the OVH site by the Customer after verifying their identity by inputting their customer ID and corresponding password.

OVH Site: OVH Website accessible from the Internet at <http://www.ovh.ie> through an internet access point.

Registrar: Entity approved by ICANN, that constitutes as a technical intermediary through which applications for registration of Domain Names may be submitted to the registry.

Service Activation: Activation of the Service comes into force from the time the Customer's payment has been validated and is characterised by the establishment of the Customer's Service and the sending of access codes by OVH to enable its administration.

SSL Certificate: (Also called a "Certificate") means an electronic data file digitally signed (according to ITU X.509 version 3), issued by a certification authority in order to identify an individual or entity wishing to do business on a network communication using a digital signature that contains the identity of the person who is authorised to use the digital

signature but also a copy of their public key, a serial number, the duration of the possible use of the Digital Certificate and the Digital Signature issued by OVH.

TXT Field: *TXT field is human-readable text in a DNS (Domain Name Server) record.*

User: *End user of a service.*

ARTICLE 1: THESE CONDITIONS

These special conditions supplement OVH's [General terms and conditions of service](#) and are intended to set out the technical and financial conditions relating to the collaborative messaging service developed by OVH from Microsoft® Exchange solutions. These special conditions also set the contractual provisions applicable to the purchase and use of the Service by the Customer.

These special conditions shall prevail over the general conditions should any conflict arise between these two documents.

Please note that if you are using the Service as a consumer you may have additional rights, which are in addition to those set out in these Conditions. Nothing in these conditions excludes your statutory rights.

ARTICLE 2: MEANS

The Service is accessible via the Internet through an Internet connection. OVH sells a developed collaborative messaging offer based on Microsoft® Exchange. The service offers both electronic messaging capabilities but also a collaborative workspace for exchanging files, setting up personal calendars, etc. As such, OVH reminds Customers that because of the highly technical nature of the Service, it shall not be liable for downtime caused by routine or emergency maintenance by OVH or occasioned by third parties.

ARTICLE 3: SERVICE DESCRIPTION

The Service is defined as an email solution based on the Microsoft Exchange solution with added functionality of sending/receiving email and sharing of resources or information in a collaborative manner among accounts that are created on the same offer, such as, calendars, events, files, work tasks etc.

The Service is scalable, multi-accessible and customisable by the Customer in terms of Accounts.

ARTICLE 4: SUBSCRIPTION SERVICE CONDITIONS

To subscribe to the Service, the Customer must have the following:

- A domain name managed at OVH for which they are the acting Administrator
- A valid SSL Certificate, associated with the Domain Name that is subject to the subscribed Service.

OVH does not guarantee the compatibility of the Service with all available Domain Name extensions. For example, among the extensions sold by OVH to date, only the .tel extension is inconsistent with the Service. OVH recommends that the Customer checks the compatibility of their Domain Name with the Service on the OVH site.

It is imperative that the Customer is an Administrator of a Domain Name and has such administrator privileges of their Domain Name prior to any subscription to the Service. In fact, the establishment of the Service may involve some Domain Name configuration operations to ensure the correct installation of the service.

Customers with a Domain Name managed by OVH will receive a free SSL Certificate by OVH assuming they do not already have an SSL Certificate for their respective Domain Name. In this case, use of the SSL Certificate will be subject to validation and compliance with the [contractual terms](#) and conditions applicable to the SSL Service.

If a Customer's Domain Name is managed by another Registrar other than OVH and no SSL Certificate has been previously generated by OVH, OVH will create an SSL Certificate for that Customer which must be validated via a TXT Field. The Customer must enter a TXT Field in its Domain Name that can be confirmed in the OVH management interface, so that OVH can ensure that the Customer is the Administrator of the Domain Name. In this instance, OVH is not responsible for delays in the implementation of the Service.

The Customer is responsible for ensuring that it complies with the provisions of this Article 4 before any subscription to the Service. Failure to comply with this Article 4 may result in OVH terminating the Service in accordance with OVH's [General Terms and Conditions of Service](#).

ARTICLE 5: CONDITIONS OF USE OF SERVICES

Upon validation of the Customer's order by OVH, OVH installs the Customer's Service. It is then up to the Customer to connect to its Management Interface to configure the Service.

The Customer must specify the particular Domain Name on which it wishes to install the Service, the technical configuration of the Domain Name and the information relating to its SSL Certificate.

The Customer creates Accounts on the domain names managed at OVH directly in the management interface and for which it will be charged monthly under the conditions defined in Article 9 hereof.

OVH offers Customers the ability to choose among different Accounts, each with a list of available features. OVH reserves the right to add new functionality, to remove functionality or to change existing functionality of such Accounts from time to time.

The Customer is responsible for determining what features it wants to assign to each of its Users and purchase the corresponding Accounts accordingly. The Customer may acquire different types of Accounts on the Service.

Each month, Customers will be billed for two items: This bill shall include the cost for renewing its offer for the next month, and also the total cost corresponding to the maximum number of different Accounts attached to the Corporate Offer that were enabled during the previous calendar month.

ARTICLE 6: OBLIGATIONS OF OVH

OVH is committed to providing with due care and diligence a quality service in accordance with good industry practice. OVH will:

6.1. Maintain in working order its technical equipment which is installed on the Customer's Service.

6.2. Provide access to the management interface and to the Customer's Service over the Internet. OVH also reserves the right to interrupt the Service to conduct a technical intervention with the objective of improving functionality.

6.3. Respond quickly to incidents which have not resulted from misuse of the Service by the Customer following a Customer's request for intervention.

6.4. Maintain tools of the highest quality in accordance with the rules and use of its profession.

6.5. Ensure Customer Data confidentiality is subject to the proper access configuration by the latter related to the Service in accordance with the provisions of Article 8 hereof.

ARTICLE 7: RESPONSIBILITY OF OVH

OVH reserves the right to terminate the Customer's Service if it constitutes a danger to the continued safety of the OVH hosting platform, whether due to abnormal, malicious or fraudulent use of the Service. In this case, OVH will attempt, as far as possible, to first inform the Customer.

OVH can not be held responsible for the information content, sound, text, images, form elements or data of any kind available on the Customer's Service, or transmitted or posted by the Customer or the Users of its Service and this in any capacity whatsoever.

OVH can not be held responsible for total or partial breach of contract, tort, and / or failure of network transport operators and in particular the Customer's service providers.

With email, OVH can not guarantee the proper delivery of an email sent from the Service by the Customer or any User of the Service, when the message size is greater than the standard size used by service providers e-mail, which is 10 megabytes (MB).

To ensure the security of the Service or/and its operations, OVH reserves the right to limit the technical characteristics for accessing the Infrastructure including file transfer rates, access terms to the platform or block any network access or IP addresses as seen by OVH as unsafe or malicious.

OVH accepts no responsibility for any malfunction of the Service due to Customer's configurations. OVH reminds the Customer, that it is the Customer who shall determine the maximum number of Licenses that can be installed on the Service. For your information, OVH recommends that the Customer does not configure more than one thousand (1000) Accounts on the Service.

OVH reserves the right to suspend Service if usage does not conform with these special conditions which were set out in this document, or with the OVH terms of service, or laws and regulations in force or against the rights of third parties, or even in the case of a formal request to OVH by a competent authority. Similarly, OVH may need to access Customer data at the request of these authorities.

ARTICLE 8: CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

8.1. The Customer is acting as an independent entity and therefore assumes all risks and perils of its activity. The Customer is solely responsible for services, applications, software stored on its Service, content of information transmitted, distributed or collected, their operations and updates, and all files, including files of addresses. The Customer shall undertake to respect the rights of third parties, which includes personality rights and intellectual property rights of third parties such as copyrights,

patent rights or trademarks. Accordingly, OVH will not be held responsible for the content of information transmitted, distributed or collected, their operation and their updates, including all files notably, address files and these in any capacity whatsoever.

OVH can only warn the customer about the legal consequences arising from illicit activities on the Service, and the Customer shall be held solely liable for the use of data made available to users by the Customer.

Similarly, if the customer is proven to be sending SPAM on the Internet in breach of relevant legislation this will result in an interruption and termination of service.

In the event of termination or suspension pursuant to this Clause 8.1, the Customer shall not be entitled to a refund by OVH of sums already paid.

8.2. The Customer alone bears the consequences of Service malfunction resulting from any use by members of its staff, its Service Users, or any person whom the Customer has provided one or more password(s) with the purpose of connecting to all or part of the Service. Similarly, the Customer and/or its Service Users, alone bears the consequences of the loss of the aforementioned passwords.

8.3. The Customer is solely responsible for the creation, management, administration and removal of Accounts under its subscription to the Service. The Customer shall ensure the proper management of User access to Accounts and any data stored on the collaborative workspace belongs to the Customer. The Customer is responsible in generating passwords for each Account it creates within the Service.

As such, OVH disclaims any liability for any security breaches in the Management Infrastructure or in the Accounts which are directly attributable to poor access management by the Customer.

The Customer is responsible for determining the capacity of the storage space it wishes to allocate to each account created on its infrastructure.

8.4. OVH does not backup any specific Customer data. It is the Customer's responsibility to backup its data and any potential data stored on its Service. OVH recommends that the Customer performs a daily backup on stable storage.

8.5. The Customer is responsible for ensuring that it has a good backup of its data before deleting an Account. In this instance, all the data in the Account will be deleted by OVH.

8.6. The Customer undertakes to ensure the security of their data and manage access for each of the Accounts.

8.7. OVH reminds Customers that breaches of confidentiality, data protection and related legislation and the unauthorised interception of communications, which includes hacking of Accounts, may be subject to either criminal or civil proceedings under the relevant applicable legislation.

8.8. The Customer agrees to be the Domain Name Administrator for the total duration of the Service.

8.9. The Customer undertakes not to infringe the OVH or Microsoft® trademarks or any other intellectual property rights of a third party.

ARTICLE 9: PRICES AND BILLING

Prices for collaborative messaging solutions are available at <http://www.ovh.ie>.

At the end of each calendar month, the Customer will be charged the monthly cost applicable to the Service for the following month.

Similarly, OVH will calculate to determine the maximum number of accounts activated during this period and will charge the Customer the applicable monthly cost by the type of account. That amount will be charged to the Customer when issuing its next bill. Thus, by way of illustration, assuming that the Customer has received 15 standard Accounts enabled on the twentieth day of the month, and that number corresponds to the maximum number of Accounts activated in the month, in this case OVH will charge for 15 standard Accounts at the applicable monthly rate for that type of account and as shown on the OVH site.

Any options subscribed to within the Service will be billed according to the applicable terms and conditions that relate to that of the option and as defined on the OVH site.

ARTICLE 10: PAYMENT, DURATION AND RENEWAL

Payment of the initial purchase order must be made by credit/debit card (VISA, MASTERCARD), cheque.

No other form of payments will be accepted or validated (including postal orders, ...) other than those mentioned above.

Thereafter, payment of the Service by the Customer is made by recurring payment from the credit / debit card number used for the first order.

If difficulties arise in collecting payment for the amount invoiced to the Customer, an

email will be sent to the Customer at the address provided in the manager requesting that the payment is made as soon as possible and no later than the 5th of the current month to prevent any interruption of service.

Failing receipt of payment and its validation by OVH before the 5th of the current month, will mean that OVH will proceed to suspend the customer's Service and all the Accounts purchased for the Service.

The Customer will then have 48 hours to renew the Service. If payment fails to be approved by OVH on the 7th of the current month, OVH will proceed to remove the customer's Service and all the data stored therein.

Renewal

The contract signed by the Customer is automatically renewed for a duration of one month, after the expiry date of the originally subscribed period. The payment is made automatically on the Customer's bank card.

The Customer may not however apply for the renewal of their service through their management interface. The selected service will not be renewed at the end of the current period when requested by the Customer in this way.

Consequences of late payment

Any default in payment or inability to collect payments (cancellation of card payments, insufficient funds and / or rejection by our bank due to a direct debit, or by cheque ...) will be considered a late payment.

Unless expressly agreed and/or reported and requested in a timely manner and granted especially by OVH and in writing, total default of payment or partial payment, of any sum due under this contract shall result in the following:

- the immediate payment of all sums due by the Customer under these terms and conditions regardless of the method of payment provided;
- the right to suspend or terminate, as deemed by OVH, the execution of any order in progress until the full payment by the Customer of amounts owed;
- the application of interest at the European Central Bank main refinancing rate plus 7 percentage points; and/or
- the suspension of all current benefits, whatever their nature, without prejudice by OVH to the use of the right to cancel as set forth in Article 11: CANCELLATION.

Any disagreement concerning the billing and nature of the Service will be expressed by email and sent to customersupport@ovh.ie within 05 days after the issuing of the renewal invoice.

Assuming that costs are incurred by OVH or by Microsoft®, OVH will inform the Customer and send the Customer any material evidence and the corresponding invoice. Repayment of these monies will be requested from the Customer. The Customer can then pay the sum due, by cheque in Euro.

ARTICLE 11: CANCELLATION

Notwithstanding the provisions of Article 10 of the [General Terms and Conditions of Service](#), where the Customer is acting as a consumer please note that this Service will be provided immediately following validation of the order. On validation of payment, the Customer will have access to the management interface and the Collaborative Messaging Services and the ability to order the Accounts of its choice. Accordingly, the Customer agrees that no withdrawal right or other "cooling off" period applies to the Service and the Customer agrees to waive any applicable "cooling off" period, except if the law requires a "cooling off" period despite your waiver and even when the Service starts immediately, will not have the right to exercise their right to Cancel for any order or renewal of the Service.