DEFINITIONS:

Cloud: technology that uses remote execution resources and storage.

Dedicated Cloud: all of the Virtual Datacentres hosted on the the Supplier's Infrastructure. The Dedicated Cloud is managed by the Customer through its Management Interface and the Virtualisation interface.

Dedicated Cloud Special Conditions: these terms and conditions, which shall take effect as special conditions referred to in the General Conditions.

General Condition: the General Terms and Conditions of Service available online at www.ovh.ie.

Host Server: physical server with a memory load and a processor load. Configured and administered by the Supplier within the Dedicated Cloud, it is designed to accommodate one or more virtual machine administered by the Customer.

Infrastructure: the structure established by the Supplier to accommodate the Customer's Dedicated Cloud, including in particular the network, the bandwidth. physical resources and the Virtualisation.

Management Interface: the "Manager" space is accessible by the Customer after identification by inputting its customer identification and corresponding password.

OVH Hosting Ltd: a private company incorporated and registered in the Republic of Ireland with company number 468585 whose registered office is situated at 45 Upper Mount Street Dublin 2.

Pack: Host Servers and Storage Spaces configured in a Virtual Datacentre, and possible additional options.

Storage Space: disk space allocated to the Customer which allows him to store data on virtual machines in the Virtual Datacentre in a centralised and secure manner.

Virtual Datacentre: a non-physical datacentre composed of a Pack of additional resources subscribed by the Customer for Virtual Machines and one or several private network(s).

Virtual Machine: a non-physical server that uses Virtual Datacentre resources and is installed on the Dedicated Cloud network. Each virtual machine is independently managed from any other within the Customer's Virtual Datacentre and is subject to the Virtualisation License with VMWare as referred to in clause 8.14.

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Virtualisation: technology that allows multiple virtual servers to operate on real infrastructures.

Virtualisation Interface: third party software provided by the Supplier that allows the Customer to manage their Dedicated Cloud, and in particular to establish and manage their Virtual Machines.

ARTICLE 1: PURPOSE

1.1 These special conditions supplement the General Conditions and shall govern the provision by the Supplier of the Dedicated Cloud to the Customer.

1.2 Unless otherwise defined in these Dedicated Cloud Special Conditions, terms and phrases shall have the meanings given to them in the General Conditions.

1.3 The Customer expressly acknowledges that the Supplier has no responsibility for the administration of the Customer's Service.

1.4 Should any conflict arise between the General Terms and those Dedicated Cloud Special Conditions, these Dedicated Cloud Special Conditions shall prevail.

1.5 Headings shall not affect the interpretation of clauses.

1.6 The singular shall include the plural, the masculine shall include the feminine, and vice versa

ARTICLE 2: MEANS

2.1 The Supplier shall provide the Customer with access to a Dedicated Cloud composed of Virtual Datacentres, that has a private and secure network (the "Service"). Due to the highly technical nature of their Service, the Supplier shall not be liable for downtime to the Service caused by routine or emergency maintenance by the Supplier or occasioned by the acts or omissions of third parties.

2.2 The Customer confirms that it has all the necessary technical knowledge to ensure the correct administration of the Dedicated Cloud.

2.3 The Customer shall be the sole administrator of the Virtual Datacentres which comprises the Dedicated Cloud. The Supplier's obligations in relation to administration of the Dedicated Cloud are limited solely to maintenance actions on the Infrastructure and the provision of an energy supply and the network connection to the Customer's Dedicated Cloud.

2.4 The Customer undertakes to use the Service, including the network resources allocated to it, in good faith. In case of abnormal use of Infrastructure resources generated by the Service, the Supplier reserves the right to terminate the Customer's Dedicated Cloud Service according to the provisions of Article 7 hereof.

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ARTICLE 3: TECHNICAL SUPPORT

3.1 In addition to the "Incident" service set up by the Supplier, and made available to the Customer at http://www.ovh.ie/, for all technical support regarding the use of the Service, the Supplier also offers users the opportunity to share their problems on the forum available at http://forum.ovh.ie or on the dedicated Dedicated Cloud mailing list: pcc@ml.ovh.net.

ARTICLE 4: CONDITIONS OF USE OF SERVICES

4.1 The Supplier provides Customers different pack configurations which are described more fully online at www.ovh.ie. The Supplier shall provide the services selected by the customer which shall include a minimum of one Host Server, two Storage Space, and any other additional service which OVH has offered and the customer has accepted.

4.2 The range of the host server determines the features available on the Virtual Datacentre. Activating some features may require a minimum number of host servers.

4.3 From the start of the Service, the Customer may access their Virtualisation Interface.

4.4 The Customer may connect to the Management Interface or Virtualisation Interface to monitor its data usage and to manage its Packs. The Customer may view its Virtual Datacentres and order any additional options or resources required. The Customer may also view its billing status in this interface.

ARTICLE 5: DESCRIPTION OF SERVICE

5.1 The Dedicated Cloud Service is a service provided solely to businesses, and by entering into the Contract the Customer warrants that it is entering into the Contract for the purposes of business or trade.

5.2 The Service is based on features developed by VMware® and other solutions integrated with the Supplier partners.

5.3 The Customer shall manage all IP address resources related to its Dedicated Cloud properly to ensure the proper functioning of the Service. The Customer shall assign an IP address to each of its Virtual Machines and is solely responsible for the utilisation of all IPs rented at the Supplier.

5.4 Each Dedicated Cloud has its own private network. The output bandwidth of the Dedicated Cloud is limited to a maximum volume of data as set out in the Customer's Order. The Customer may subscribe to an option allowing him to increase the bandwidth.

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5.5 The Customer may view the history of its Dedicated Cloud's bandwidth consumption traffic volume recorded for the current month in the Management Interface.

5.6 In relation to each Virtual Datacentre, the Customer shall be the sole administrator of its resources and may purchase additional resources (increase resources, Host Servers, Storage Space).

5.7 The Customer shall be the sole administrator of the Host Servers and Storage Spaces and must always ensure that it has the adequate resources to ensure the smooth functioning of its Virtual Machines.

ARTICLE 6: OBLIGATIONS OF THE SUPPLIER

6.1 The Supplier will use reasonable endeavours to provide and deliver the Service in accordance with good industry practice.

6.2 The Supplier shall use reasonable endeavours to maintain the Infrastructure in an operational state. The Supplier shall use reasonable endeavours to repair or replace any defective part of the Infrastructure as soon as is reasonably possible except where the failure is not of its making, or in situations where the repair or replacement procedure requires an interruption of Service exceeding the usual time for repair or replacement. In the latter case, the Supplier will notify the Customer.

ARTICLE 7: THE SUPPLIER'S CAPABILITY

7.1 The Supplier shall not be liable for any information, sound, text, images, items, data or other content accessible on websites hosted on the Customer's Dedicated Cloud which is transmitted or uploaded by the Customer or any user of the website.

7.2 The Supplier does not backup specific Customer data hosted on the Dedicated Cloud. The Customer warrants that it shall regularly perform a full data backup.

7.3 The Customer shall take all measures necessary to protect its data from any loss or damage.

7.4 The Supplier's liability shall be as set out in these Dedicated Cloud Special Conditions and clause 4 of the General Conditions.

7.5 Without prejudice to any other rights it may have, the Supplier may in its discretion and without notice limit or suspend the Customer's rights and/or access to any Service if:

(a) the Customer is in breach of the Contract;

(b) it is entitled to terminate the Contract in accordance with clause 11 of the General Conditions; or

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(c) it determines that the Customer's use of a Service poses a security risk to the Infrastructure, to the Supplier, or to any third party, may adversely affect the systems or content of the Supplier or any third party, or may subject the Supplier, its affiliates or any third party to liability.

7.6 The Supplier reminds the Customer that unless otherwise specified, the Service does not include Business Continuity Plan (BCP). In this sense, it is up to the Customer to set up its own BCP, they can order Dedicated Cloud in separate datacentres in order to spread the risk across different environments. The Customer shall then take appropriate technical and organisational measures necessary to maintain its business in the event of a major malfunction that could have an impact in terms of availability, integrity and confidentiality of their service.

ARTICLE 8: OBLIGATIONS AND LIABILITY OF THE CUSTOMER

8.1 The Customer warrants that it has the power, authority and capacity necessary for the conclusion and implementation of the obligations set forth herein.

8.2 The Customer undertakes to provide and keep up to date valid contact information: including a Surname, Firstname, organisation name if applicable, mailing address, telephone number and email address.

8.3 The Customer is reminded that the Supplier's obligations under these Dedicated Cloud Special Conditions are limited to providing the material and network resources needed for the Dedicated Cloud. As such, the Supplier has no obligation in relation to the content of sites stored on the Service, the contractual relationship between the publishers of those sites and their host, or the administration of the Virtual Machines established on the Customer's Service.

8.4 The Customer is the sole administrator of the Dedicated Cloud and is solely responsible for the management of the data stored on the Service. The Customer is responsible for making the required backups to ensure the continuity of its Service and activities.

8.5 The Customer shall establish an easily accessible and visible system that allows any person to notify the Customer of any content provided by the Customer by this Service which glorifies crime against humanity, incites racial hatred, is pornographic, is an incitement to violence and injury to human dignity, or is in any other way illegal or immoral. The Customer must take action on such information as soon as possible once notified.

8.6 The Customer undertakes to respect the rights of third parties, including but not limited to intellectual property rights such as copyrights, licensing, design rights, rights to patents or trademarks. The Customer shall not make available to the public through sites hosted on the Dedicated Cloud any files, content, hypertext links, or proxy newsgroup that infringes the intellectual property or other rights of third parties.

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8.7 The Supplier shall not be liable for any Service malfunction resulting from any use by the Customer or its staff or any person to whom the Customer has provided a password or passwords for the Service. Similarly, the Supplier accept no liability for the loss of the above passwords.

8.8 The Customer is solely responsible for managing access to its Virtualisation Interface and assumes full responsibility for its actions, modifications or configuration carried out by it in relation to its Service. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Virtualisation Interface and/or the Service.

8.9 The Customer shall be responsible for any connection, Service change or orders made through the Management Interface or Virtualisation Interface.

8.10 To maintain the level of security for the Customer's Service and all the services present on its infrastructure, the Supplier may from time to time announce updates by email via the mailing list pcc@ml.ovh.net, the availability of updates corresponding to the Customer's service.

8.11 At the same time, the Customer shall regularly check its Management Interface for updates that will be required on its Service. If the Customer fails to update the Service, the Supplier reserves the right to limit the Customer's Service and to inform the Customer.

8.12 The Customer undertakes not to send unsolicited email, or SPAM, from their Service. Failure to comply with this code may result in the suspension of the Dedicated Cloud and / or termination of the Contract.

8.13 The Customer acknowledges that for security reasons, some features and protocols (such are IRC or peer to peer file sharing) may be subject to limitations from the Service. Proxies and anonymisation services are strongly discouraged from the Service. The Customer shall not use any of the Services to create or host a proxy server or any other form of anonymisation service.

8.14 The Customer shall use the Service in accordance with the applicable Virtualisation Licences of VMware®, as updated from time to time. The Supplier reserves the right to suspend the Service without notice if the Customer breaches the term of the VMware® Virtualisation Licences.

8.15 The Supplier reserves the right to exercise compliance controls in relation to the Customer's use of Service.

8.16 The Customer shall defend, indemnify and hold harmless the Supplier against any liability, cost (including without limitation court costs and reasonable legal fees), expense or damage suffered or incurred by the Supplier which arises out of or in

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connection with any third party claim concerning any content provided by the Customer.

8.17 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in or related to the provision of the Service, the Virtualisation Interface, and in any other software made available to the Customer in connection with these Special Conditions. Except as expressly stated herein, these Special Conditions does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service, the Virtualisation Interface, or any related software or documentation. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Service, the Virtualisation Interface, or in any related software or documentation other than in accordance with these Special Conditions.

8.18 The Customer acknowledges that the development of the Virtualisation Interface and its updates are carried out at the sole discretion of the Supplier and its partners in accordance with their own timetable. The Customer may therefore be required to upgrade to any update version of the Virtualisation Interface to ensure the continued proper functioning of the Service.

ARTICLE 9: MITIGATION (protection against DOS and DDOS attacks)

9.1 The Supplier shall implement protection against DOS (Denial of Service) and DDOS (distributed denial of service)-type hacking attempts provided that these attacks are conducted in a manner that the Supplier reasonably considers to be serious enough to warrant such protection. In implementing such protection, the Supplier shall use reasonable endeavours to ensure that the operation of the Customer's Services is maintained throughout the duration of a DOS or DDOS attack.

9.2 The protection referred to at clause 9.1 above involves monitoring the traffic sent to the Customer's Services from outside the Supplier's network. The traffic identified as illegitimate shall then be rejected by the Supplier prior to reaching the Customer's infrastructure, thus allowing legitimate users to access the applications offered by the Customer in spite of the attack.

9.3 The protection measures shall only apply in respect of DOS and DDOS attacks and not in respect of any other form of attacks including but not limited to SQL injection, brute-force, abuse of security flaws or in similar-type attacks.

9.4 Given the nature of a potential DOS or DDOS attack and their complexity, the Supplier shall implement different levels of traffic protection, as it deems appropriate, in order to preserve its Infrastructure and the Services.

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9.5 Mitigation of a DOS or DDOS attack is only activated on detection of the attack by the Supplier's tools and shall be implemented for a minimum period of 26 hours. Until activation of the mitigation, the Services shall bear the attack directly, which may lead to the temporary unavailability of the Services.

9.6 Once the attack is identified and mitigation is automatically activated, mitigation shall not be deactivated prior to the end of the 26-hour period.

9.7 While mitigation is activated, the Supplier shall not guarantee the accessibility of the Customer's Services but it shall endeavour to limit the impact of a DOS or DDOS attack on the Customer's Services and on the Supplier's Infrastructure.

9.8 If, in spite of the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of the Supplier's Infrastructure or the infrastructure of the other customers of the Supplier, the Supplier shall strengthen its protection measures which may lead to the deterioration of the Customer's Services or impact its availability for which the Supplier shall not be liable.

9.9 Where part of the traffic generated by a DOS or DDOS attack is not detected by the Supplier's equipment and reaches the Customer's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Customer's Services. In this regard, the Customer shall be solely responsible for ensuring that it has adequate resources to administer the configuration of the Customer's Services properly.

9.10 The Customer shall be solely responsible for ensuring it secures its Services by implementing appropriate security measures including without limitation: using security tools (firewall, etc.), periodically updating its system, backing up its data and ensuring the security of its software (scripts, codes etc.).

ARTICLE 10: MEASURES FOR THE PREVENTION OF SPAMMING FROM THE SUPPLIER'S NETWORK

10.1 The Supplier shall implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from its Infrastructure.

10.2 The Supplier shall monitor outgoing traffic from the Server towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools.

10.3 The outgoing traffic referred to in 10.2 shall be monitored by the Supplier with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by the Supplier in parallel between the Server and the internet.

10.4 The Supplier shall not conduct any tagging of e-mails, and shall not modify e-mails sent by the Customer in anyway whatsoever. No information shall be stored by the Supplier during these operations aside from statistical data.

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10.5 The operation in 10.4 shall be conducted regularly and in a fully-automated manner by the Supplier and the Customer acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

10.6 In the case of outgoing traffic from the Customer's server, including e-mails, being identified as spam or fraudulent e-mails, the Supplier shall inform the Customer by e-mail and block the Server's SMTP port.

10.7 The Supplier shall not keep any copy of e-mails sent from the Server's SMTP port, even when they are identified as spam.

10.8 The Customer may request unblocking of the SMTP port through its Management Interface.

10.9 Any new e-mail identified as spam will entail a new blocking of the SMTP port by the Supplier for a longer period to be determined at the Supplier's reasonable discretion.
On the occurrence of the Supplier blocking the SMTP port for a third time, the Supplier reserves the right to deny any new request for the unblocking of the SMTP port.

ARTICLE 11: SERVICE LEVEL AGREEMENT

11.1 In the event that any of the components of the Service set out in the table below are unavailable or malfunctions, the Customer must contact the Supplier and create an incident ticket via its Management Interface.

11.2 To benefit from the Service Level Agreement, the Customer must have at least two Host Servers, and the High Availability (HA) option must be activated in its Virtualisation Interface.

11.3 The Service Level Agreement does not apply to any Customer that has only one Host Server. Likewise, such Customer is not entitled to the payment of any service credits or a replacement Host Server in the event that the Service is unavailable or defective.

11.4 The application of the Service Level Agreement is triggered by the creation of an incident ticket in accordance with the terms and conditions set out in the table

Component	Service Level Agreement	Service Credits
Host Server	99,99%	Replacement of defective Host Server within 15 minutes. Where the Host Server cannot be replaced, 100% reimbursement of price paid by the Customer for the

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		Host Server.
Storage Space	100%	Reimbursement of 5% of the Storage Space per ten-minute period of unavailability, up to 100% of the amount price paid by the Customer in respect of the Storage Space. 100%
Network	100%	Reimbursement of 5% of the total monthly invoice price per ten-minute period of unavailability, up to 100% of the amount of the invoice.
Connectivity	99.95%	Reimbursement of 5% of the total amount of the next monthly invoice per hour of unavailability, up to 100% of the amount of the of that invoice.
Virtualisation Interface	99.9%	Reimbursement of 10% of the price of the infrastructure management pack per hour of unavailability, up to 100% of the price paid by the Customer for the infrastructure management pack.

11.5 The calculation of the service credits payable by the Supplier to the Customer for unavailability and malfunctions of the relevant component of the Service starts when the Customer creates an incident ticket and ends when the malfunction, as confirmed by the Supplier, is repaired.

11.6 Reimbursements made in respect of compensation under the Service Level Agreement shall be paid on the first day of the month following the occurrence of the unavailability or service malfunctions for which the Supplier may be held liable. The Customer may make a claim within one month after the closing of the incident ticket corresponding to the malfunction and for which the Customer would seek the compensation provided for in the terms of this article.

11.7 The Customer confirms that the payment of service credits as set out above shall be the Customers exclusive remedy in relation to any malfuction or non-availability of the Service.

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11.8 The total service credits paid by the Supplier to the Customer in any given month shall in no circumstances exceed the price paid by the Customer for the Service during that month.

ARTICLE 12: **CONTRACT DURATION AND RENEWAL OF SERVICE**

12.1 This Contract shall commence on the earliest of the date this Contract is confirmed by the Supplier and the date the Customer commences using any Service. The term of the Contract shall automatically be extended for a month (Extended Term) at the end of the Initial Term and at the end of each Extended Term, unless either party gives one month's written notice to the other to terminate this Contract. Customer shall send such written notice to the Supplier at the following address:

OVH Hosting Ltd. 45 Upper Mount Street, Dublin 2.

ARTICLE 13: **PRICES, PAYMENT METHODS AND BILLING**

13.1 The fees for the Dedicated Cloud are available at www.ovh.ie.

13.2 These prices are quoted exclusive of VAT and the Service is intended exclusively for professionals. The rate indicated on the order published by the Supplier does not include charges for additional services or excess volume usage.

13.3 The Supplier accept payment by credit card or by debit card. Payment is due in advance and may only be made to a full months service. Payment for the renewal of the Service may be made by credit/debit card. The renewal is made in accordance with the provisions of Article 7 of the Supplier's General Terms and Conditions of Service.

13.4 Any default in payment or improper payment, (including without limitation attempted payment of an incorrect or incomplete amount, or which does not contain the required references, or by a mean or a procedure not accepted by the Supplier) may be rejected by the Supplier.

13.5 On commencement of this Contract, the Customer must pay the cost of installing the Service in addition to the monthly rate applicable to the Pack of its choice together with the price of any resources or options, of to which it may also have subscribed.

13.6 The Supplier will then charge fees on a monthly basis (or as otherwise agreed) throughout the term of this Contract.

13.7 The output bandwidth of the Dedicated Cloud subscribed to by the Customer is limited to a maximum volume of data. The Customer may subscribe to an option allowing him to increase the bandwidth.

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13.8 Prior to the end of any month, the Supplier may require the Customer to pay the amount of consumed resources and / or options subscribed to during such month at the rates set out on the Supplier's website www.ovh.ie, when the price payable for said resources and/or subscriptions exceeds any credit limit extended by the Supplier to the Customer.

13.9 In certain circumstances, the Supplier may require the Customer to pay a deposit in respect of the Services.

13.10 Without prejudice to any other rights it may have, the Supplier may in its discretion refuse to accept any order placed by the Customer if the Customer defaults in respect of any payment due to the Supplier.

13.11 The Supplier may offer the Customer the option to temporarily increase the storage space of its Virtual Datacentre and/or add Host Servers to his Virtual Datacentre. These features shall be billed according to the Customer's base rate applicable to the new configuration and available on www.ovh.ie. Each started hour is charged. The Customer shall be billed at the end of the current month for all the temporary changes associated with their Virtual Datacentre during the month.

13.12 Additional resources (including without limitations additional Host Servers or Storage Space), additional bandwidth or additional options may also be billed per hour of use. In this case, the Supplier may bill in respect of their terms at the end of the month in which they were used, amount corresponding to the price of all the services subscribed by the Customer for the month that were billed by the hour, and any additional bandwidth traffic.

13.13 Without prejudice to any other rights it may have under this Contract, if any sum owed by the Customer to the Supplier remains unpaid for more than 20 days, the Supplier may terminate this Contract and delete the Customer's data.

ARTICLE 14: RIGHT TO CANCEL

14.1 The provisions of Article 10 of the Supplier's General Terms and Conditions of Service do not apply to this Contract and are specifically excluded.

ARTICLE 15: TERMINATION, LIMITATION AND SUSPENSION OF SERVICE

15.1 On termination of this Contract (for whatever reason), the Supplier may delete any data belonging or related to the Customer which is within its control (including but not limited to data situated on the infrastructure).

15.2 The Customer may also request the closure of its Services through its management interface.

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APPENDIX 1: BACKUP SERVICE

The Backup solution offered by the Supplier is an option which has been developed by a third party supplier and integrated into the Management and Virtualisation Interfaces. It allows the Customer to back up and restore the Virtual Machines of its Dedicated Cloud as well as the data stored thereon.

SERVICE PERFORMANCE TERMS AND CONDITIONS

The Storage Space allocated to the Backup Option is physically segregated from the Infrastructure in which the Customer's Dedicated Cloud is installed.

The Customer expressly acknowledges that the Supplier is not involved, within the meaning of these terms and conditions, in the design, development and implementation of the Backup solution.

Via its Management Interface and its Virtualisation Interface, the Customer may configure the frequency of backups it wishes to apply to the Virtual Machines of its Service.

The Customer will be billed according to the frequency of backup operations applied to a Virtual Machine and according to the storage period of the data backed up in this way.

The Customer may determine the number of previous backups that it wishes to store in the Storage Space allocated to the Backup Option.

The Customer shall be responsible for checking that the backup operations have been performed in accordance with its requirements and chosen configuration.

In the event of failure, the Customer may restart the backup operation on its Virtual Machine(s).

The Customer will be able to recover all or part of its data via its Virtualisation Interface.

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OBLIGATIONS OF THE SUPPLIER

Obligations

The Supplier has no knowledge of the data backed up. Therefore it is the Customer's responsibility to ensure that it holds the appropriate rights to this data and that the data being backed-up complies with all applicable law and regulations.

The Supplier undertakes to apply due care and diligence so as to deliver a quality service in accordance with good industry practice and the current state of technology.

The Supplier reserves the right to suspend the service in order to carry out technical operations for the purpose of improving the operation of the service. In such cases, the Supplier shall give the Customer reasonable advance notice, insofar as is possible, informing the Customer of the nature and duration of the maintenance operation so that the Customer may take all necessary steps. The Customer must then exercise due vigilance when the next backup is performed.

In the event of failure of the Storage Space allocated to the Backup Option and/or if data stored therein is corrupted or becomes inaccessible, the Supplier shall, in a timely manner, perform a new backup of the Customer's data or request that the Customer perform a new backup.

Data backup

The Supplier shall not be liable to the Customer in respect of the performance or successful completion of any backup.

The Customer shall be responsible for checking that the backup has been performed and for identifying the causes of the failure, if such a failure occurs, and for informing the Supplier technical support service so that it may perform a new backup on the Virtual Machines. If a malfunction is detected, the Supplier may suspend the service after notifying the Customer.

Confidentiality of Customer data

The data available in the Virtual Machines to be backed up remains confidential. The Supplier undertakes not to disclose such data. Notwithstanding the foregoing if, at the request of a court or administrative authority duly authorised by law, in particular the Data Protection Commissioner's Office (Irish organisation for the protection of personal data), the Supplier shall be obliged to provide those authorities with any of the Customer's data, the Supplier shall be entitled to do so. Likewise, in the case of suspected interference in a data processing operation occurring on the Supplier installations, the Supplier reserves the right to access Customer data and, if

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necessary, close the Customer's account and cease providing the Service immediately.

Liability

In addition to the limitations and exclusions on the Supplier's liability contained in the General Conditions or elsewhere in these Special Conditions, the Supplier shall not be held liable in respect of any liability caused by or arising out of any of the information, sound, text, images, forms, data or any other content accessible on the Customer's backed up Virtual Machines.

CUSTOMER'S OBLIGATIONS AND LIABILITY

The Customer shall be responsible for verifying that the backup of its Virtual Machines has been duly performed. In the event of a problem, the Customer shall take all necessary steps to restart the backup of the machines.

The Customer acts as an independent entity and thus solely assumes the risks and dangers of its activity. The Customer has sole responsibility for the files and data available in the Virtual Machines of its Dedicated Cloud. It is responsible for the content of the information communicated, circulated or collected, for the use and updating thereof as well as for all files, including files containing addresses.

The Customer undertakes to use the Backup Option with due diligence, within the meaning given by law and in accordance with current case law.

The Supplier reserves the right to adjust its prices and apply them to the Customer's Backup Option in the event of any abnormal use of the Backup Option.

In the event of any clear abuse of the Backup Option, the Supplier shall be entitled to restrict or suspend all or part of the Backup Option.

DATA DELETION

The Customer acknowledges that all data stored in the Storage Space allocated to the Backup Option will be deleted by the Supplier following non-renewal of the Backup Option or of the Dedicated Cloud .

The Customer shall proceed to recover all of its data prior to the expiry of the Backup Option or its Dedicated Cloud .

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