

SPECIAL CONDITIONS OF COLLABORATIVE MESSAGING SOLUTIONS HOSTED EXCHANGE

Last version of November 06th 2015

This Agreement is entered into between:

- the HEBERGEMENT OVH INC Corporation, 800-1800 Av. McGill College, Montreal (QC), Canada, a corporation incorporated under the laws of Canada, hereinafter called “OVH,”
- and any person or corporation, individual or professional, private or public, wishing to receive one or more services from OVH, and hereinafter called the “Customer”.

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 person, firm or company who purchases Services from the Supplier (the “Customer”). Therefore, please read them carefully.

These special conditions shall prevail over the General terms and conditions of Service should any conflict arise between these two documents.

The Service offers electronic messaging features for sending and receiving e-mail, calendars, file storage space etc., in a collaborative manner.

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 a collaborative messaging solution based on Microsoft Exchange with added functionality of sending/receiving email and sharing of resources or information in a collaborative manner among



accounts created on the domain name on which the Service is installed such as, calendars, events, files, work tasks etc.

An Account is defined as a collaborative space created by the Messaging Client and exclusively dedicated to an end user of the Service. Each Account is based on a Microsoft Exchange License and has its own storage space.

ARTICLE 4 : SERVICE SUBSCRIPTION CONDITIONS

To subscribe to the Service, the Customer must have a domain name for which they are the acting administrator. In this sense it acknowledges having the ability to change the configuration of the domain name and DNS servers.

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, the .tel extension is inconsistent with the Service. OVH recommends that the Customer check 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.

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.

Service activation occurs after confirmation of payment of the Customer and is characterized by the implementation of the Service and by OVH sending the administration access codes.

ARTICLE 5 : SERVICE DELIVERY AND MANAGEMENT

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, that is accessible from the OVH site after logging in with its identifier and password, to configure the Service.

The Customer must specify the particular domain name on which it wants to install the Service and the technical configuration of the domain name

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

Customers of OVH have a choice of Account types, and each type is customizable. OVH reserves the right to add new functionality, to remove functionality or to change existing functionality of such Accounts from time to time.

It is the Customer's responsibility to determine what features it wishes to assign to each of its Users and to subscribe accordingly the corresponding Accounts. The Customer may purchase different types of Accounts on the Service.

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; and
- 6.5. Ensure Customer data confidentiality, subject to the Customer's proper configuration of 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 any content, sound, text, images, form elements or data of any kind available on the Customer's Service, transmitted or posted by the Customer or the end users of its Service in any capacity whatsoever.

OVH can not be held responsible for total or partial breach of contract, tort, and / or failure due to 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 configuration. OVH reserves the right to suspend the Service if usage does not conform with these special conditions which were set out in this document, or with the or with the OVH General terms and conditions 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 RESPONSABILITIES



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 is not responsible for the content transmitted, distributed or collected, their operation and their updates, including any files, expressly address files, in any capacity whatsoever.

OVH can only warn the Customer, but is under no obligation to, 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 may result in an interruption and termination of the 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 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 Users, alone bear 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. It is the Customer's responsibility to ensure the proper management of its user access to the Accounts and any data stored on the collaborative workspace. 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.

8.4. 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.

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

8.6. OVH reminds Customers email privacy is protected by the Privacy Act and by the Personal Information Protection and Electronic Documents Act (PIPEDA).

8.7. The Customer agrees to be the domain name administrator for the total duration of the Service.

8.8. The Customer undertakes not to infringe upon the OVH or Microsoft® trademarks or other intellectual property rights. In the event that the costs would be incurred by OVH or by the Microsoft® company, OVH will inform the Customer and pass on the substantiating documents and corresponding invoice(s).

ARTICLE 9 : PRICES, BILLING AND PAYEMENT

9.1 Prices

The monthly and annual prices for the Service are available in the regional pages under <http://www.ovh.com>.



For every Account subscribed, the Customer has the choice to subscribe to a monthly or annual duration.

9.2 Initial order

Payment of the initial purchase order must be made by credit card or by PAYPAL.

9.3 Service renewal

Thereafter, payment of the Service by the Customer is made by recurring payment from the payment method authorized by OVH and made available by the Client for the execution hereof.

As of the expiration date of the original selected contract duration, the contract signed by the Customer is automatically renewed for the same period. The payment is made automatically on the Customer's credit card or from its PAYPAL account.

The Customer may change the renewal duration of the Service through their management interface.

Service renewal only concerns the Accounts active on the anniversary of the Service, which are automatically renewed for the next billing period date.

The Customer may request the non-renewal of one or more of their Accounts of its Service through their Management Interface. The selected Account(s) will not be renewed at the end of the current period when requested by the Customer in this way.

9.4 Options

Any option subscribed to within the Service will be billed separately under the conditions applicable to the option and set out on the OVH site. As such, it may be a bill for the month or for the year depending on the type of option.

9.5 Consequences of late payment

If difficulties arise in the payment of the amount of the invoice sent to the Customer, OVH will send an email to the Customer at the address provided in the OVH manager requesting its immediate payment and at the latest within eight days after sending this email to prevent any interruption of service.

Failing receipt of payment and its validation by OVH within eight days after sending this email, OVH will proceed in suspending the Service and the all the Accounts subscribed to for the Service.

The Customer will then have 48 hours to renew the Service. In default of payment approved by OVH in this period, OVH will delete the Customer's Service and all its stored data.

Any default in payment or inability to collect payments (cancellation of card payments, insufficient funds and / or rejection by our bank of a direct debit) 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 these special conditions shall result in the suspension of all current benefits, whatever their nature, without prejudice to OVH's right to cancel as set forth in Article 7 of the General Terms and Conditions of Service,



Any disagreement concerning the billing and nature of the Service should be notified within 5 (FIVE) 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 amounts will be requested from the Customer.

