



Specific Sales Terms for "Dedicated Servers"
ONLINE SAS - 22/10/2012

BETWEEN:

The Client,
Hereafter called the "User",

AND:

ONLINE, a simplified stock corporation (*Société anonyme par actions simplifiée*) with a working capital of €214.410,50, headquartered at 8 rue de la ville l'Evêque - 75008 Paris, FRANCE, registered with the Paris Corporate and Trade Register number RCS PARIS B 433 115 904, VAT number FR35433115904, reachable via its Internet site <http://www.online.net/> as well as by telephone at +33 (0) 173 503 175 or by fax at +33 (0) 899 193 775 (€1.35 per call plus €0.34/min.), represented by its President and CEO,
Hereafter called "ONLINE".

PREAMBLE:

The Agreement comprises these General Sales Terms, the Account Opening Form, and the Pricing Brochure, which form an integral part of the Agreement; the entire set is hereafter called the "Agreement".

Article I. DEFINITIONS

Internet: Worldwide data exchange network comprising networks and servers linked together by the cross-connect of worldwide electronic communications networks, accessible to any user with the appropriate IT equipment.

Internet access: Service enabling Users to access the Internet and its various services (email, viewing and creation of online services, and more generally data exchanges over the network).

Bandwidth: The transmission capacity of a transmission link connecting the User's Server to the ONLINE network. It determines the amount of information (in bits per second) that can be sent simultaneously.

Account Management Console: The Internet site made available to the User for independently performing common maintenance and management operations for the provided Services.

IP Throughput: The maximum debit of the logical link using IP technology set up between the User's Server and the ONLINE network. The maximum announced IP Throughput can only be achieved if the User's Server configuration enables it.

Flood: A security problem causing an abnormal use of the IP Throughput and which may impact other ONLINE Users and/or users of other networks cross-connected to the networks accessed by DEDIBOX.

Hosting Service Provider: The individual or corporate entity carrying out, under the terms of French Law no. 2004-575 of June 21 2004, an activity for storing any content intended to be provided to the public via online public communication services.

IP or IP Address: A series of numbers used to uniquely identify a computer on the Internet network.

Phishing: A fraudulent technique used by computer pirates to recover confidential information (such as bank or Internet logins and passwords) from Internet users by fooling them via an email message appearing to be from a trusted company, typically a bank, an e-commerce site, or an electronic communications operator.

Server: A computer dedicated to the User and used by the latter once it is made available and that is permanently connected to the Internet via a high-speed connection.

Services: Set of services provided by ONLINE to the User including the Server Leasing Service, the Web Hosting Service, the Domain Name Reservation Service, and various additional related services under the terms set forth in this Agreement.

Site or ONLINE Internet Site: Internet site available at www.online.net providing access to the Account Management Console in particular.

Spam: Unsolicited email under the terms of article 34-5 of the French Postal and Electronic Communications Code, and established following French Law no. 2004-496 dated June 10 2004.

Operating System or OS: The main software installed on the User's Server.

User: Any adult with full legal or moral capacity (in the latter case, registered with the French Trade and Company Register) having opened an ONLINE account and received an email from ONLINE containing a login and password for accessing the Services and the Account Management Console.

End User or End Users: Any adult with full legal or moral capacity either paying for or using at no cost, and in its entirety, one or more ONLINE Services and/or one or more Servers made available to the User.

Disk space: Shared storage space allocated by ONLINE to the Client

Dedicated Servers: Hosting service including the supply of a physical server dedicated to the User's use, its hosting within ONLINE premises, and the supply of associated Internet connectivity.

Web Hosting: Hosting service including access to a hosting platform shared by all Users having subscribed to the Service, and the supply of associated Internet connectivity.

Article II. Purpose

These Specific Terms supplement the ONLINE General Sales Terms, and their purpose is to define the technical and financial terms whereby ONLINE provides the Dedicated Server Service to the User.

These Specific Terms take precedence over the General Terms should a contradiction appear between both documents.

Article III. DEDICATED SERVER SERVICES PROVIDED BY ONLINE

ONLINE provides the user with a technical dedicated server infrastructure, and an Internet

connection whose technical characteristics and total monthly fees are defined on the ONLINE Internet site at the time of the subscription.

This technical infrastructure enables the User to benefit from a high-speed, multi-purpose platform permanently connected to the Internet network.

ONLINE proposes service options ("Additional Services") linked to making the Server available, and described online at the ONLINE Internet Site.

Within the scope of the "Additional Server" Additional Service and at the User's request, ONLINE can provide one or more additional server(s).

ONLINE Dedicated Server Services do not cover the fees, subscriptions, taxes, software licenses, or other means of compensation that may be requested by the rights holders, via the use of the Services by the User, and which remain solely at the User's expense.

Article IV. AVAILABILITY OF THE DEDICATED SERVER

The Dedicated Server Services include making available a Server that remains the full and entire property of ONLINE which grants to the User a single right for remote usage by transferring to the User the custody of the Server's software structure (Operating System, software, and backups).

As a result, the User shall under no circumstances infringe on the integrity of the Server; responsibility for risks of voluntary deterioration of the Server is transferred to the User as soon as the Server is made available.

The User undertakes to comply with all the instructions regarding the use of the Server. The User shall bear any consequences resulting from non-compliant use of the Server, notably Server malfunctions following the installation of a program or a configuration of the Server by the User.

Article V. OBLIGATIONS OF ONLINE

Section 5.01 Delivery of the Server

Once the account creation request is approved, ONLINE undertakes to make available to the User a Server compliant with the User's purchase order and within the following time limits:

- Service specified as "available": Delivery within at most 60 minutes on a business day
- Service specified as "available on order": Delivery within at most 10 (ten) business days

In the event of non-compliance with these time limits, the User may cancel its subscription without notice nor compensation by contacting ONLINE Technical Support.

Section 5.02 Server login and password

The login and password required to access the Server are defined by the User; they may be configured initially from the Account Management Console and may be modified by the User at any time.

ONLINE declines all responsibility concerning the choice of the logins and passwords; for basic security reasons they should be selected with care.

Section 5.03 Guarantees

In the event of non-compliance with the Server guarantees, the User may either:

- cancel its subscription without notice nor compensation by contacting ONLINE Technical Support, or
- request from ONLINE Technical Support the reimbursement of 5% of the leasing fee for the service in question per full hour of unavailability beyond the guaranteed delay. The reimbursement may not exceed the amount of the monthly leasing fee for the Server.

Guarantees concerning the operating status of the equipment

ONLINE undertakes to maintain the equipment provided to the User in perfect working order for the duration of the lease.

In the event of failure of the aforementioned equipment, ONLINE shall intervene at the User's request on its Server, following a diagnosis by Technical Support and subject to a proven and diagnosed hardware failure of the User's Server.

The guaranteed response times starting from the confirmation of a proven failure by Technical Support are specified on the ONLINE Internet site ("Hardware GRT"), in the characteristics of the offer at the time of the subscription.

Guaranteed rate for the Internet connection

The peak rate may be reached only if the configuration of the software installed by the User on the Server enables it. Specifically, the User recognizes that any modification of the software configuration installed may alter the proposed peak rate (modification of the original parameters, installation and activation of new software or features, etc.).

The maximum guaranteed bandwidth of the IP connection made available on the User's Server is specified on the Internet Site ("Guaranteed Bandwidth"), in the characteristics of the offer at the time of the subscription.

Guaranteed availability of the Internet connection

In view of the very nature of the Internet and its operations, where data travels over heterogeneous networks with various technical capacities and responsibilities, the technical responsibility of ONLINE is limited to its own network.

ONLINE shall endeavor to ensure availability of Internet Access 24 hours a day, 7 days a week, subject to possible scheduled maintenance requiring a temporary technical interruption.

Internet Access is considered unavailable when one or more of the network components vital for operation of the User's Server suffer(s) a failure which is not due to scheduled maintenance and causes the total unavailability of the User's Server on the Internet.

The guaranteed availability rate of the Internet connection service ("Availability rate") is specified in the characteristics of the offer at the time of the subscription.

Article VI. OBLIGATIONS OF THE USER

Section 6.01 Compliance with current regulations

Pursuant to current regulations, the User is reminded that it is solely responsible for the

installation, operation, configuration, and maintenance of the Server made available to it.

Section 6.02 Backup of stored data

It is noted that under no circumstances shall ONLINE be responsible for the data installed and/or used and/or published online by the User on the Server, including in the event of accidental destruction due to human error by either the User or ONLINE.

The User recognizes it has been fully informed that the configuration may be altered by an incorrect manipulation either by the User or ONLINE, a change to the Server, a reset of the Server's operating system, or a hardware failure of the hard disk and/or the Server.

Pursuant to basic IT security rules, note that the User is required to take all necessary precautions to protect its own data and/or software by the use of remote, secure, and duplicated backups.

ONLINE shall not be held responsible in the event of data loss for any reason whatsoever.

Article VII. DURATION OF THE AGREEMENT

Section 7.01 Effective date

The Agreement goes into effect upon the User's subscription to the Service from the ONLINE Internet site.

The Dedicated Servers Service is entered into for an undetermined period, with a minimum subscription of 1 month, according to the pricing offer subscribed by the User and appearing on the Internet site.

Section 7.02 Termination

The Agreement may be terminated at either the User's or ONLINE's initiative under the terms set forth in the General Sales Terms and the Specific Terms. Termination of the Agreement makes all unpaid amounts by the User payable immediately.

The User may cancel the Dedicated Server Services from the Account Management Console.

Unless expressly requested by the User, any cancellation received by ONLINE up to the 20th day of the month (based on the date of the acknowledgement of receipt) will take effect at the end of the month in question, while a cancellation received after the 20th day of the month will take effect at the end of the following month.

Article VIII. Payment methods

Section 8.01 Invoicing of Services

The User expressly authorizes ONLINE to send an invoice in digital format each month. The invoice is accessible in the Account Management Console, following authentication.

The invoice includes the cost of the Flat Rate for the coming month and the additional services for the previous month, as well as any fees.

The amount of the Additional Services invoiced may not be less than for 1 month; any month started is due in its entirety.

ONLINE offers to its Users the possibility of paying via the following methods:

- by automatic direct debit on a current bank or postal account. With an automatic direct debit, the subscriber does not need to pay a deposit.
- by automatic direct debit on a PayPal account; the subscriber does not need to pay a deposit.
- by check drawn on a French financial institution or by bank card, at the due date of the invoice; the subscriber must pay a deposit.

During registration, the initial payment method is automatically a direct debit on the current account. However, the User shall have the possibility, once it has received its login and password, to change the payment method via the Account Management Console.

Regarding automatic direct debit on a current bank or postal account, once the User subscribes to the Services it must inform the financial institution of the authorization for the automatic direct debit granted to ONLINE.

For payment by check, the check shall be made out to "ONLINE SAS", shall include the invoice number on the back of the check, and be sent by post to the following address:
ONLINE – Service chèque – BP438 – 75366 PARIS CEDEX 08 FRANCE

Section 8.02 Deposit

A deposit of €250 ex-VAT may be requested from the User. Details of the deposit are specified in the General Sales Terms.

Section 8.03 Delayed payment or default by the User

Any incomplete or irregular payment shall be considered a payment default and shall result in the procedure described below.

Following any delay or default in payment, the User shall receive a formal summons to pay (by email and/or by registered letter with acknowledgement of receipt) with reminders sent as follows:

- Reminder 1: 2 days after the invoice is issued
- Reminder 2: 5 days after the invoice is issued
- Reminder 3: 8 days after the invoice is issued

If payment is not received within 10 days after the invoice is issued, Services shall be suspended until payment is received for the amounts due. If payment is not received within 20 days after the invoice is issued, the Agreement will be terminated under the terms set forth in this Agreement.