ARTICLE 1: SUBJECT

1.1 These special terms and conditions supplement the OVH's General Terms and Conditions of Service, and are intended to set out the conditions, in particular the technical and financial conditions, being part of the Services to which OVH is committed. In the event of conflict between these Conditions and the General Conditions, these Conditions shall prevail.

1.2 Terms that begin with an upper-case letter are defined in the OVH Glossary, which can be found on OVH website.

ARTICLE 2: MEANS

2.1 In the context of the provision of the Service, OVH shall provide the Client with one or several Virtual Private Server(s) ("VPS") equipped with dedicated resources (hard disk partitions) and resources (RAM and processor) corresponding to the Host Server and shared between the different Virtual Private Servers installed on this Host Server. Due to the high technicality of the Service OVH shall only be bound by an obligation of means.

2.2 The Client and the general public may access OVH Infrastructure via the internet where VPS are made available. The Client must have an internet connection in order to log in to the Management Interface and access the Service, and is solely responsible for the aforementioned internet connection, in particular its availability, reliability and security.

ARTICLE 3: TECHNICAL SUPPORT

3.1 Where OVH is responsible for any disruption to the Service, the Client has the right to contact the support service via the Management Interface, or by using the contact details available on the OVH website.

ARTICLE 4: CONDITIONS OF USE OF SERVICES

4.1 There are several different configurations of VPS as set out online at http://www.ovh.com/sg. OVH invites the Client to carefully consider each type of configuration before validating its order. It is the Client's responsibility to define the configuration and the operating system that will best suit their needs and expectations.

4.2 Upon acceptance of the order, OVH shall email the Client its access codes required to connect to the VPS. Each VPS provided by OVH has a fixed IP address, localized in accordance with the physical location of the VPS. The characteristics of available IP address are specified on OVH Internet Website and during the order process.
The Host Server, as well as the VPS, remain the property of OVH at all time.

4.3 The Client is solely responsible for the administration of its VPS and OVH has no responsibility for the administration of the Client's VPS.
For its part, OVH is responsible of the administration of the Infrastructure and of the Host Servers on which the Client's VPS is installed.

4.4 The Client confirm he has all the necessary technical knowledge to ensure the correct administration of a server such as the VPS provided by OVH, and to back up the data stored on the Service. The Client also undertakes to acquaint himself with the documentation related to the OVH VPS Service.

4.5 The Client has the right to install software on the VPS. The Client bears sole responsibility for these installations, and OVH shall not be liable for any failure of the proper operation of the VPS resulting from such installations.

4.6 OVH reserves the right to restrict access to certain ports which it deems to be sensitive in order to protect the Infrastructure. Similarly, the Client acknowledges that UDP/ICMP flows are limited.

4.7 The Client may modify the configuration of its VPS according to the models predefined by OVH by ordering the new configuration in his management interface ("Switching"). Any modification would usually take effect a few hours from receipt by OVH of the order.

4.8 Bandwidth size as well as the monthly traffic may be limited as provided on OVH Internet Website.

4.9 The Client acknowledges that OVH cannot guarantee Switching requests, as the Service is based on virtual technologies.

4.10 OVH reserves the right to limit or restrict certain functionalities of the VPS in order to guarantee the security of the Infrastructure. OVH shall inform the Client of the implementation of these restrictions whenever possible.

4.11 The Client undertakes to use the Service with good mutual understanding.

ARTICLE 5: **OBLIGATIONS OF OVH**

5.1 OVH shall provide the Services with reasonable care and skill and in accordance with good industry practice.

5.2 OVH undertakes to:
a) Ensure the administration of the OVH Infrastructure and Host Servers.
b) Maintain the Host Server in an operational state. OVH shall use reasonable endeavours to replace any defective part of the Host Server as soon as reasonably possible except where OVH is not directly responsible for the failure or in situations where the repair or replacement procedure requires an interruption of Service which exceeds the usual replacement time. In the latter case, OVH will notify the Client as soon as reasonably practicable.
c) Make the VPS available to the Client in accordance with the provisions of Article 10 of this Contract. OVH reserves the right to interrupt the Services in order to perform a technical intervention to improve the operation of the Services.
d) Upon notification by the Client of an incident, intervene as soon as possible, provided the incident is not caused by the Client's misuse of the VPS.
e) Ensure the quality of its tools is maintained in accordance with good industry practice and in accordance with the rules and customs of the profession.

5.3 OVH will not be liable for the following in anyway whatsoever, this being a determining factor of this Contract:

    (a) the misuse of the terminals by the Client or his/its clientele

    (b) a fault, negligence, omission or failure on his/its part, or non-compliance with the advice given;

    (c) failure, malfunction or unavailability of services resulting from a force majeure, due to a third party or due to the Client failing to meet its obligations;

    (d) the disclosure or illegal use of the password confidentially given to the Client;

    (e) a temporary or permanent interruption of Service under the conditions stated in article 6;

    (f) fault, negligence or omission of a third party over whom OVH has no control or supervision power;

    (g) the total or partial destruction of information transmitted or stored resulting from errors directly or indirectly attributable to the Client;

    (h) a deterioration of the application.

OVH reserves the right to interrupt or suspend the Service, if the VPS of the Client represents a security risk that could affect the integrity of OVH infrastructure, notably due to an act of piracy of the VPS of the Client or any actual or suspected security breach of the VPS.

OVH shall give the Client reasonable advanced notice, insofar as is possible, informing the Client of the nature and duration of the intervention so that the Client may take all necessary steps, and shall endeavour to restore the connection as soon as the Client has taken all the necessary measures of correction.

OVH shall not be responsible for any content such as information, sound, text, images, applications, or data transmitted, distributed, collected or posted on or through the Client's VPS, or for the operation or updating of any files containing such content.

OVH cannot be held responsible for internet access providers' or network operators' flaws (including unreliable connections, fluctuations in bandwidth, interruptions etc.) including any interruptions which cause Services to become unavailable or to be suspended.

5.4 OVH does not backup specific data and contents on the VPS of the Client. The Client is responsible for taking all measures necessary to back up its data.

OVH gives no guarantee regarding the security or preservation of such data.

ARTICLE 6: OBLIGATIONS AND RESPONSIBILITY OF THE CLIENT

6.1 The Client agrees he has the power, authority and capabilities necessary to enter into this Agreement and perform its obligations as provided hereunder.

6.2 The Client agrees to communicate to OVH its accurate and updates contact information such as : name, surname, company name, postal code, phone number, email address. OVH may ask the Client to provide supporting documents. The Client shall provide those documents within seventy-two (72) hours. Otherwise, OVH reserves the right to suspend the Services.

6.3 The Client acts as an independent entity and shall solely bear all risk associated with its activity when using the Services. The Client is solely responsible for the services and websites that he hosts on the VPS provided, as well as the content of transmitted, broadcast or collected data, the processing and updating of data, and all files, especially address files.

The Client shall comply at all times with the applicable regulation.

OVH only ensures access to the Services to enable the Client to store their data and their clients' data. The Client shall take all technical steps available to ensure that it holds and retains connection logs or any data which can allow anyone to identify any person who contributes to the creation of content for

the services for which the Client is the provider, according to the legislation in force and, shall at all times comply with the applicable regulations.

6.4 The Client undertakes to respect the rights of third parties, rights of the individual, intellectual property rights such as copyrights, patent rights or trademark rights. The Client is prohibited from making any files or links that breach third party intellectual property rights publicly available via websites hosted on his VPS.

The Client shall not use the Services to deploy services which are intended to enable users to download files in large quantities to and from file hosting platforms.

The Client undertakes to pay for any licences required if he uses any third-party software when using the Services.

Where the Client uses proven spamming techniques on the internet, this shall result in the cessation of the Services and termination of this Contract without prior notice. The Client is also prohibited from any intrusive activity or any intrusion attempt from the VPS (including, but not limited to: port scans, sniffing, spoofing), and any activity or contentious behaviour such as traffic exchanging (Hitleap, Jingling), Black Hat SEO (downloading and uploading videos from and to online gaming platforms), crypto-currency mining, video game bots, etc.

In such events, OVH reserves the right to suspend the Service and immediately terminate the Contract, without prejudice to the right to all damages that OVH may claim.

OVH shall not be held liable for the content of any transmitted, disseminated or collected data, data processing or updating, or any files, namely address files of any kind.

The Client is put on notice that serious legal consequences can arise from illicit activities performed on all or part of the VPS provided to the Client. OVH accepts no liability, whether sole or joint liability, especially for the use of data made available to internet users by the Client.

6.5 The Client is solely liable for the consequences of any malfunction of his VPS as a result of any usage, by his staff or any personnel to which the Client may have provided his password(s) and any other means of access (such as SSH access keys, OpenStack Tokens). Similarly, the Client is solely liable for the consequences of the loss of passwords and any other means of access.

6.6 In order to maintain the service level of the Client's VPS and all the servers on the Infrastructure, OVH will notify the Client of the availability of any update of the operating system running on the VPS and any applications pre-installed by OVH, where a security vulnerability is identified. If the Client does not act upon such requests, OVH reserves the right to disconnect the VPS and Infrastructure from the internet.

Similarly, in the event that OVH finds that the Service represents a security risk, OVH may send an email to the Client to inform the latter that the VPS will be reinstalled or deleted to maintain the integrity of the VPS and the entire Infrastructure. OVH reserves the right to disconnect the VPS from the internet pending the Client's reinstallation of his VPS. The Client is responsible for transferring data from the pirated or failing system to the new system. The sole responsibility of OVH is the installation of the new system.

6.7 The Client acknowledges that, for security reasons, some features and protocols (such as IRC or pair by pair file exchanges) are likely to be restricted under the Services. Anonymisation services (Proxy) and cardsharing (CCCam or equivalent) are prohibited under the Services.

6.8 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.

6.9 In no circumstances is OVH under any obligation, in respect of the cloud computing technologies it uses for the management of the Client's VPS, to ensure the retention of Client data. All measures to ensure the backup of data is exclusively the responsibility of the Client.

6.10 It is the Client's responsibility to pay for any licenses or usage rights contracted with OVH. Should the Client fail to do so, OVH reserves the right to suspend the Services without prior notification.

6.11 OVH reserves the right to undertake checks to ensure that the Services are being used by the Client in accordance with this Contract.
OVH reserves the right to suspend the Services without prior notification in accordance with the provisions set out in OVH's General Terms and Conditions, and if the Client is in breach of any of OVH's special and general terms and conditions, any applicable laws and regulations in force, or any applicable third party rights whatsoever.

ARTICLE 7: **MEASURES FOR THE PREVENTION OF SPAMMING FROM OVH'S NETWORK**

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

7.2 Further to Article 7.1, OVH shall monitor outgoing traffic from the Service towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools.

7.3 The outgoing traffic referred to in Article 7.2 shall be monitored by OVH with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVH concurrently and not, under any circumstances, directly between the Services and the internet.

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

7.5 The operation in Article 7.2 shall be conducted regularly and in a fully-automated manner by OVH and the Client acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

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

7.7 OVH shall not keep any copy of e-mails sent from the Service's SMTP port, even when they are identified as spam.

7.8 The Client may request unblocking of the SMTP port through their Management Interface.

7.9 Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVH for a longer period to be determined at OVH's reasonable discretion.

7.10 On the occurrence of OVH blocking the SMTP port for a third time, OVH reserves the right to deny any new request for the unblocking of the SMTP port.

ARTICLE 8: **MITIGATION (PROTECTION AGAINST DOS AND DDOS ATTACKS)**

8.1 OVH shall implement protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts provided that these attacks are conducted in a manner reasonably considered to be serious enough by OVH to warrant such protection. In implementing such protection, OVH shall use reasonable endeavours to ensure that the operation of the Client's Services is maintained throughout the duration of a DOS or DDoS attack.

8.2 The function in Article 8.1 involves monitoring the traffic sent to the Client's Services from outside OVH's network. The traffic identified as illegitimate shall then be rejected by OVH prior to reaching the Client's Infrastructure, thus allowing legitimate users to access the applications offered by the Client in spite of the attack.

8.3 As a result of the high technicality of the Service, certain attacks may not be detected by the protection measures implemented by OVH. The protection measures outlined in Articles 8.1 and 8.2 shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. In such cases, the Infrastructure and the Service may be temporarily suspended and unavailable.

8.4 Given the nature of a potential DOS or DDoS attack and their complexity, OVH shall implement different levels of traffic protection in order to preserve their Infrastructure and the Services.

8.5 The mitigation of a DOS or DDoS attack is activated only at the time of the detection of the attack by OVH's tools and for a non-fixed period, and deactivated only once the attack and illegitimate traffic are no longer present. Thus until the mitigation is activated, the Service shall handle the attack directly, which may lead to the temporary unavailability of the Service.

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

8.7 While mitigation is activated, OVH shall not guarantee the accessibility of the Client's applications but it shall endeavour to limit the impact of a DOS or DDoS attack on the Client's Services and on OVH's Infrastructure.

8.8 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 OVH's Infrastructure or the infrastructure of the other Clients of OVH, OVH shall strengthen its protection measures which may lead to the deterioration of the Client's Services or impact its availability for which OVH shall not be liable.

8.9 Where part of the traffic generated by a DOS or DDoS attack is not detected by OVH's equipment and reaches the Client's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Client's Services. In this regard, the Client must ensure that it has the adequate resources to administer the configuration of the Client's Services properly.

8.10 The Client shall be solely responsible for ensuring it secures its Services, implementing security tools (firewall, etc.), periodically updating their system, backing up their data and for ensuring the security of their software (scripts, codes etc.).

ARTICLE 9: GEOLOCATION

9.1 The choice of the datacentre or of the location of the VPS is definitive and cannot be subsequently modified.

9.2 The Client acknowledges and accepts that he is also subject to the legislation applicable on the territory where his hardware is installed and data are stored.

9.3 The Client therefore acknowledges the ability of OVH to suspend the Service should it be used for a prohibited activity in the physical location of the hardware provided by OVH.

9.4 Similarly, regarding geolocated IP addresses, the Client undertakes to ensure that he does not use the Service to breach legislation applicable in the country for which the IP address is declared. If the Client uses the Service in this way, OVH may be forced to suspend every one of the Client's geolocated IP addresses.

ARTICLE 10: SERVICE LEVEL AGREEMENT

10.1 OVH commits to the following monthly availability rate (the "Service Levels"):
. 'SSD' range VPS: 99,95%.
 'Cloud' range VPS: 99.99%.

"**Monthly availability rate**" is calculated by subtracting the number of minutes of unavailability during the month in question from the total number of minutes in the same month, and then dividing the result by the total number of minutes in the month.

"**Unavailability**" means the loss of access to, and inability to reboot the VPS, for more than three (3) consecutive minutes from the moment an incident ticket has been opened by the Client.

Availability is measured based on OVH technical tools for monitoring VPS via, in particular, "PING" requests. This service level agreement shall not apply in the event that OVH, due to the Client's configuration of the VPS, is unable to perform these technical operations.

This SLA does not apply to the components under the control of the Client, such as software or applications installed and used by the Client on the VPS.

10.2 At the time of the declaration of the incident and the creation of the incident ticket, the Client shall provide OVH with all information that could help OVH to analyze and resolve the issue. Where an incident ticket is submitted, the Client shall remain available at all times in order to collaborate with OVH on first demand, in particular to provide the OVH with any additional information and perform all required tests and checks. If necessary, the Client will provide OVH with access to their OVH account in the Control Panel. If the Client cannot be contacted or does not collaborate with OVH, this warranty shall not apply.

10.3 When an incident ticket has been created, if OVH confirms the VPS is available and in good working order, it shall be released from its obligations pursuant to this article in respect of that incident ticket, provided that OVH shall upon the request of the Client, provide reasonable assistance to the Client in identifying the cause of any detected issue. If OVH confirms the VPS is unavailable, it shall complete the diagnostic and any work reasonably required, in collaboration with the Client, towards re-establishing the availability of the Services.

10.4 If the service levels defined hereabove are not achieved, the Client may, subject to the cases of exclusion set out in this article, request a compensation equal to 0.5% of the monthly amount paid by the Client for the VPS concerned per consecutive one (1) minute of unavailability (beyond the first three (3) consecutive minutes of lost access or connectivity), up to a maximum of 100% of the said monthly amount invoiced.

It is expressly agreed that the compensation referred to above constitutes the Client's sole remedy for all damages, losses, liabilities, costs and expenses resulting from OVH's failure to comply with its obligations under this article. As such, the Client will renounce all further applications, claims and/or action.

Following the receipt of the Client's claim for compensation, OVH shall subtract from the Client's next monthly invoice the amount to be compensated. Any request by the Client for compensation must be sent to OVH within one month of the closure of the incident ticket to which the request for compensation relates.

10.5 The Client may not claim for compensation under conditions above where the unavailability results, in whole or in part, from: (i) events or factors beyond control of OVH, including but not limited to cases of *force majeure*, actions of a third-party, internet connection issues, the malfunction of the internet, the malfunction or misuse of hardware or software under the control of the Client (in particular applications running on the VPS); (ii) a breach of the obligations of the Client in the framework of this Contract (in particular failure to collaborate with OVH to resolve the incident), (iii) the misuse or inappropriate use of the Services by the Client (in particular the misuse of the VPS or the OVH Control Panel); (iv) scheduled maintenance; (v) an interruption caused by OVH's intervention under the conditions set out in Article 6 of this document; or (vi) computer hacking or piracy.

In such cases, OVH reserves the right to invoice the Client for the cost of work done to re-establish the availability of the Services. OVH shall provide a quotation for such work which shall be sent to the Client for approval. OVH shall use reasonable endeavours to establish the cause of the unavailability, and confirm which exclusion set out above applies. OVH shall be permitted to use components in the OVH information system (such as connection data) for this purpose.

ARTICLE 11: **DURATION, RENEWAL AND TERMINATION OF THE SERVICES**

The Client selects the initial duration of subscription to the Service (« Initial Duration ») during the order process. The Initial Duration starts on the activation day of the Service. At the end of the Initial Duration, the Service is automatically renewed for successive periods of the same duration ("Renewal Period(s)"), subject to modification of the renewal duration or termination of the Services as provided under the conditions herein or the applicable General Terms and Conditions of Services.

During the Order, and at every Service's automatic renewal, an invoice is issued and automatically paid through the means of payment saved by the Client. The Client shall save a valid means of payment among the ones proposed by OVH.

The Client may change the duration of its future Renewal Periods of Services from its management interface. Such change shall intervene at least 24 hours before the end of the initial Duration or ongoing Renewal Period.

When the Initial Duration does not start the first day of the calendar month (startup during the month), the Service's renewal cycle is lined up on a calendar cycle at the first renewal. Therefore, the next renewal periods will start on the first day of the calendar month. (For example: the automatic-renewal

at the end of the Initial Duration of a Service subscribed for one (1) year on May 24th, 2017 leads to the Service's extension from May 24th, 2018 to May 31st, 2019).

If the Client does not wish to renew its Service at the end of the Initial Duration or the ongoing Renewal Period ("Renewal Date"), it shall deactivate the automatic-payment feature from its management interface.

In order to be effective and lead to the Service's cancellation at the end of Initial Duration or the Renewal Period, the deactivation of the automatic-payment shall be executed as follows:
- Regarding the Services based on a monthly renewal cycle, at the very latest the 19th day of the calendar month and before 11pm (Singapore time)
- Regarding the Services based on a non-monthly renewal cycle (quarterly, bi-annual, annual etc.), at the very latest the 19th day of the calendar month preceding the Renewal Date and before 11pm Paris time (For example: For a cancellation at the end of the Initial Duration of a Service subscribed on June 17th, 2017 for one (1) year, the deactivation of the automatic-payment shall intervene before May 19th, 2018 and 11pm (Singapore time).

In case of the automatic payment's deactivation under the conditions mentioned above, the Service concerned is automatically terminated at the end of the Initial Duration or ongoing Renewal Period ("Expiry Date"). Nevertheless, the Client keeps the ability to renew such Service up to 24 hours before the Expiry Date either by reactivating the automatic payment feature or by paying in advance the forthcoming Renewal Period.

At the Expiry Date, as well as in case of termination of the Services as provided in the Agreement, all the components, instances, content and data hosted by the Client within the framework of the Service are automatically cancelled and deleted. Before the Service's termination, the Client undertakes to take every necessary measure to make sure that such content and data have been saved.

The Duration, renewal conditions and termination of some options and features attached to the Service, may be different from the ones applicable to the Service. The Client undertakes to pay particular attention on that.

ARTICLE 12: PRICES, PAYMENT METHODS AND BILLING

12.1 The prices of the Service are available at http://www.ovh.com/sg.

12.2 Invoices are payable on receipt. Any amount is payable in advance in its entirety.

12.3 The Client may change the current billing configuration. The shift is charged to the Client according to a rate base applicable to this new configuration. The Client may have access to the rate base on http://www.ovh.com/sg.

12.4 Where the Client account has a credit balance higher or equal to the amount charged, then the amount is automatically debited from the Client account.
Failing a credit balance, OVH will charge the Client through one of the means of payment recorded and associated with its OVH account.

12.5 Where OVH cannot charge through one of the means of payment associated with the Client account, an email is sent to the Client asking it to pay the pending billing amount. Failing this, OVH is in its full right to suspend the Service.

12.6 The shift intervenes from the date of the operation to the date of expiration of the Service. The

difference between the actual VPS fixed-rate monthly payment plan and the new VPS payment plan is billed on a pro rata temporis basis.

12.7 Every option subscribed by the Client within the Service is independently billed as described in the applicable conditions and on OVH website. Depending on the chosen option, OVH may bill based on fee-for-service billing, monthly basis or annual basis.

ARTICLE 13: RIGHT TO CANCEL WAIVER

To the extent permitted by applicable law, in accordance with the provisions of the general terms and conditions of service, the Client expressly agrees to the immediate activation of the Service once his order has been confirmed by email, and expressly acknowledges that he loses any right to cancel as provided by applicable law upon receipt of such confirmation. Once payment has been validated, the Client will have access to his VPS account. As a consequence, the Client shall not have the ability to exercise his right to cancel any order or the renewal of the Service. This also applies in case of a configuration shift.