

SPECIAL CONDITIONS IP FOR UDP

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PREAMBLE

The Supplier (OVH) has put in place protection measures in relation to its infrastructure in order to ensure a high quality of service for its Customers. These measures aim in particular to limit computer attacks from or to the Supplier's network. Conscious of the fact that these measures may to a certain extent impact some of its Customers, the Supplier offers its Customers the ability to operate a non-protected IP address.

ARTICLE 1: TERMS OF THE CONTRACT

These Special Conditions supplement the Supplier's General Terms and Conditions of Services ("**General Conditions**") and the Special conditions for website hosting services on a dedicated server ("**Dedicated Server Special Conditions**") which are both available at www.ovh.ie, in relation to contracts where the Customer requires a non-protected IP address in relation to a dedicated server which it rents from the Supplier.

The General Conditions form the basis of the contract between the Customer and the Supplier. To the extent that there is any inconsistency between these Special Conditions and the General Conditions, these Special Conditions shall prevail.

ARTICLE 2: DEFINITIONS

Unless the context otherwise requires, defined terms in these Special Conditions shall have the same meaning as set out in the General Conditions and the Dedicated Server Special Conditions, and the following terms shall have the following meanings:

UDP: Telecommunication protocol, which particularity is to allow functioning in non-connected mode.

ARTICLE 3: DESCRIPTION AND CONDITIONS OF ACCESS TO THE SERVICE

The unprotected IP address aims to allow the Customer to put in place point to point exchanges between its two servers without being limited by the protection measures put in place by the Supplier on its network.

The service is accessible to any of the Supplier's Customers having at least one OVH dedicated server with the professional option activated.

The Whois information cannot be personalised by the Customer.

Through its management interface, the Customer has the possibility of allocating its IP address for UDP to another of its dedicated servers, providing it has also taken up the professional option in respect of that server.

ARTICLE 4: INVOICING

Subscription to the service is for a minimum duration of one month and is renewed until the Customer's contract with the Supplier for the dedicated server to which the unprotected IP address is associated expires or terminates.

The Customer has the possibility of allocating the IP address for UDP to another server. In this case, the invoicing of the IP address for UDP will automatically be associated to the new server.

On the expiry or termination of the Customer's contract with the Supplier for the provision of a dedicated server to which the service is associated, the IP address for UDP will automatically be released and it will not be possible to allocate it again to the Customer.

ARTICLE 5: CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

The Customer shall use the service in accordance with the General Conditions and the Dedicated Server Special Conditions.

By definition, the IP address for UDP is not subject to the protection measures put in place by OVH. It is for the Customer to ensure that the activity on this IP address is not of a kind likely to endanger the Supplier's network.

Any computer attack made from or to the IP address for UDP will lead to the immediate suspension of the service. In this case, it will no longer be possible for the Customer to receive the service, nor to subscribe again to the service.

ARTICLE 6: LIABILITY

The provisions of Article 4 (Liability) of the General Conditions and Article 5 (Supplier's Liability) of the Dedicated Server Special Conditions shall apply to any services supplied by the Supplier under these Special Conditions.

ARTICLE 7: GOVERNING LAW AND JURISDICTION

These Special Conditions and any disputes or claims arising out of or in connection with its subject matter are governed by and in accordance with the laws of the Republic of Ireland.

The parties agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Special Conditions.