



HOSTING SERVICE AGREEMENT

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HOSTING SERVICE AGREEMENT

BETWEEN:

The Client,
hereafter called the "Client",

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)899 193 788 (€1.35 per call plus €0.34/min.) and 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" or "The Service Provider".

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 1 - Definitions

Dedirack: Secure area used to host the Equipment, with a standard width of 19" and an effective capacity of 11 units.

Private Cool Corridor: Dedicated, secure area used to install racks with a front panel separated from the rest of the Hosting Center by a closed private corridor.

Private Cage: Dedicated, secure area used to install racks, separated from the rest of the Hosting Center by metallic partitions.

Services: Service Bay, Private Cool Corridor, Private Cage, or any other option regarding the hosting of the Client's infrastructure.

Hosting Center: Service Provider's building used to physically host the IT equipment.

Data: All the digital information stored by the Client.

Equipment: IT hardware and equipment.

Article 2 - Purpose

The purpose of this Agreement is to define the conditions whereby the Service Provider undertakes to host the Client's IT infrastructure, and to define the rights and obligations of both parties within the scope of providing the aforementioned Services.

Article 3 - Purchase Order

Subscriptions for the "Dedirack" product are made online from the Internet site <http://www.online.net>, which defines the selected Services, their price, and any specific conditions that may apply to them.

The Service Provider undertakes to deploy the ordered Services once the Purchase Order has been recorded. Unless the parties agree otherwise, the commissioning date for the Service shall be the date the ordered product is made available (date of the service availability notification sent by email)

Article 4 - Services rendered

4.1. Dedirack Hosting

The Service Provider shall make available to the Client one or several Quarter Racks in a secure, air-conditioned room within the Hosting Center.

4.2. Structured Cabling

The Service Provider shall make available to the Client a network cross-connect between the Client's infrastructure and the Hosting Center's global cross-connect farm.

The cabling installed shall be CAT5E, 1000BaseT, 1Gbit/sec. full duplex.

4.3. First-Level Support

The Service Provider shall make its technicians available to the Client on-site 24 hours a day, seven days a week in order to carry out ad-hoc operations on the infrastructure hosted by the Client.

These operations shall follow a procedure described by the Client by email or by telephone.

This service shall include:

- Electrical restarting of the Client's equipment
- Checking the computer or electrical cabling
- Checking the indicator lights and messages on the screen or on the equipment's front panel
- Changing parts that do not require any disassembly of the equipment
- Reinitializing the rack's disconnect switches
- Access to a shared integration room
- Availability of a meeting room (maximum one hour per month)

All other services or time limit overruns shall be invoiced automatically at the (indivisible) hourly rate defined previously in a quotation.

Subject to two working days' prior notice by the Client, the Service Provider shall manage the reception (Monday to Friday from 8 am-12 noon and 2 pm -5 pm) and storage of the Client's deliveries within the Hosting Center.

The total volume of the Client's deliveries may not exceed two cubic meters, and no single delivery may exceed two tons or a height of two meters. Should these limits be exceeded, the Service Provider shall refuse the delivery or call upon a specialized operator at the Client's expense.

Storage of the Client's deliveries shall be provided for a maximum of seven calendar days. Beyond that limit, each package shall be invoiced automatically at the price specified in the Sales Proposal.

4.4. Specific Service Terms regarding energy supply at the Hosting Center

The maximum capacity (expressed in kVA) as well as the maximum power consumption (expressed in kWh) made available are both specified on the Internet site when the purchase order is issued.

Power consumption on the Client's infrastructure shall be read at all its power supply points using electricity meters with "Class 1" accuracy compliant with the CEI61557-12 standard.

The Service Provider shall perform the control, maintenance, and renewal of those meters, and may verify them as often as deemed necessary. The Client may always request the verification of the protective and metering devices, either by the Service Provider or by an expert selected by mutual agreement. The Client shall be responsible for verification expenses if the device, verified upon the Client's request, is found to be accurate, i.e. when the difference in the metered amount is at most 8% above or below the actual amount. Failing which, the Service Provider shall be responsible for the expenses.

Note that pursuant to the IEC1000-3-2 regulation, the Client must use equipment fitted with harmonic correction and anti-static mechanisms. Consequently, the Client's infrastructure shall have a power factor (PF) and a Cosphi greater than 0.80.

All electrical installations shall comply with the NF C15-100 standard and shall be previously approved or installed by the Service Provider.

The energy price includes:

- Energy used by the Client's infrastructure in its Racks or its dedicated space
- Losses in power transformers, electrical panels, and cables due to ferroelectrical and Joule effects
- Losses in high-quality equipment such as inverters and PDUs
- Energy related to the cooling system, including computer room air conditioner units, chillers, and pumps
- Taxes in force at the time the agreement is signed, including the French CCSPE (contribution to the public utility service), CTA (Contribution to Routing Costs), and local taxes
- Fixed expenses of EDF, the incumbent supplier
- Fuel required for power generators in order to carry out twelve 10-minute no-load tests and four 6-hour load tests each year
- Energy required for general services

When the hosting service includes energy costs, they represent 70% of the total leasing fees (excluding options).

The Service Provider reserves the right to immediately apply any new tax regarding energy, as well as any increase in existing taxes or in regulated electricity prices set by the government.

In the event of power overruns, the Client:

- recognizes the technical impossibility for the Service Provider to correctly cool its IT equipment.
- shall be responsible for paying €80 ex-VAT in electrical overrun fees for each day involving an overrun and for each Dedirack.
- may not claim any compensation due to a resulting interruption or disturbance of the Services.

4.5. Specific Service Terms concerning the Hosting Center

The Hosting Center is accessible 24/7 to the Client in so far as the Client is up-to-date with its payments.

The Client shall use the Account Management Console to inform ONLINE of access to the Hosting Center by authorized personnel at least one hour in advance.

Personnel thus authorized to access the Hosting Center shall obtain a badge by presenting a currently valid ID card (national identity card, passport, or driver's license) upon each entry.

Unauthorized visitors must be accompanied by the Client, with at most three visitors at a time.

For security reasons, in the Hosting Center rooms:

- no packaging (boxes, plastic, etc.) or inflammable material of any type are authorized.
- movement in passageways and emergency exits must not be blocked at any time.
- maintenance of IT equipment must be carried out in the integration zones designed for that purpose.
- filming, taking photographs, eating, and drinking are prohibited.
- the Client may only intervene on equipment it is responsible for.
- compliance with the instructions of the technical and security teams is mandatory.

4.6. Maintenance

The Client may not claim any compensation by virtue of an interruption of Services under the terms of this article.

- Preventive maintenance

In order to maintain the quality of the service rendered, the Service Provider must carry out preventive maintenance on Hosting Center components. The Service Provider shall notify the Client's technical contacts of any preventive maintenance by e-mail at least 10 calendar days in advance.

Once the maintenance is completed, the Service Provider shall inform the Client of the results, if requested by the Client.

- Corrective maintenance

The Service Provider undertakes to make every effort to correct, eliminate, or work around any problem encountered, in so far as those problems are detected by the Service Provider or notified to the Service Provider by the Client.

The Service Provider shall contact the Client if the problem persists and requires the Client's attention or intervention. Once corrective maintenance is completed, the Service Provider shall inform the Client of the results, if requested by the Client.

Article 5 - Connectivity service

Considered as a hosting service provider under the terms of article 6-I-2 of French law no. 2004-575 dated June 21 2004, the Client expressly recognizes that ONLINE does not partake in the design, development, implementation, operation, or administration of the User's management tools, its software, its Internet site(s), nor in any electronic communication services to the general public accessible by the server(s) operated by the User.

Within the scope of the Charter of Commitments for developing an offer of legal online music, consideration of intellectual property and action on digital piracy signed on July 28 2004, note that the illegal exchange of recordings and protected works over the Internet as well as piracy are detrimental to artistic creation.

As a result, in the event of breach of the current legislation by the Client, and notably of laws concerning the respect of intellectual and artistic property, the Client may be held responsible and it undertakes to protect ONLINE from any action brought about by a third party.

The maximum Internet connectivity rate provided is specified in the Purchase Order. IP addresses are provided following Client justification with European IP Networks (RIPE).

Usage enabling the transfer of Internet requests via a proxy server installed on the Client's infrastructure is not authorized, and specifically the "TOR", "FreeNet", "Hacktivism" and "A4Proxy" networks.

Article 6 - Rights and obligations of the Client

- 5.1 The Client undertakes to provide the Service Provider with all the technical and administrative information required to provide the services ordered, and guarantees the sincerity and accuracy of such information.
- 5.2 The Client undertakes to take out liability insurance for operations and fire insurance with a reputed insurance company, in order to cover the Service Provider against possible damages caused by its infrastructure at the Hosting Center.
- 5.3 In general, the Client shall hold the Service Provider harmless and undertakes to hold it harmless for the first request of any third-party claim or action related to the content of the Client's Web site and/or business and/or the products and services it offers via its hosted IT infrastructure, and this under any legislation whatsoever.
- 5.4 The Client recognizes it has verified the Service meets its requirements and that it has received sufficient advice by the Service Provider prior to making its commitment.

Article 7 - Duration

This Agreement shall take effect on the date of its signature by both parties and for a one-year period.

Following that period, it is tacitly renewed for a subsequent one-year period unless one of the parties sends a notice of termination to the other party by registered letter with acknowledgement of receipt at least (3) months in advance.

Each order issued by the Client during the course of the Agreement shall take effect on the date of its signature by the Parties for a period indexed to the time remaining on the current Agreement.

Following that period, the duration of the order shall also be tacitly renewed for a one (1) year period unless one of the parties sends a notice of termination to the other party by registered letter with acknowledgement of receipt at least (3) months in advance.

Article 8 - Price of Services

The price of each Service is expressed in Euros excluding VAT.

Energy prices shall be updated upon publication by the CRE (*Commission de régulation de l'énergie* -- French Energy Regulation Committee) by applying the following formula: $P = P0 \times (1.11 \times (PEDF1 / PEDF0))$ where:

P = Updated energy price

P0 = Energy price defined in the original agreement and according to the value date

PEDF1 = Average annual price for 1 KWh at the regulated price called "Tarif vert base A5 TLU" (Basic A5 TLU green price), with a fixed bonus, including CTA and CCSPE taxes, on the date the price is recalculated

PEDF0 = Average annual price for 1 KWh at the regulated price called "Tarif vert base A5 TLU" (Basic A5 TLU green price), with a fixed bonus, including CTA and CCSPE taxes, on the date the Agreement was signed

Article 9 - Financial terms

9.1. Invoicing

In exchange for the Services rendered by the Service Provider, the Client undertakes to pay the price of the Services as described on the Internet Site at the time of the purchase order. Prices shall be increased by VAT and any other rights or taxes in effect on the date of the invoice.

Amounts due for each Service shall be invoiced to the Client on a monthly basis.

The Service Provider will invoice the Client one month in advance.

Services shall be considered to be accepted unconditionally on the delivery date, unless the Client notifies the Service Provider in writing.

9.2. Payment methods

Invoices are payable in Euros by automatic direct debit on the Client's Online.net account.

9.3. Delayed payment or default

Any delay in payment at the due date shall result as a matter of right in the invoicing of €90 ex-VAT for administrative processing fees, as well as interest for late payment of an amount equal to twice the legal rate.

Interest shall continue to accumulate on amounts due by the Client up until total payment, even in the event of termination of the Agreement.

The Service Provider reserves the right to set off any certain, liquid, and due claims it holds concerning the Client with the amounts it owes to the Client under the terms of the Agreement.

Article 10 - Responsibility

10.1. Obligations of the Service Provider

Pursuant to execution of the Agreement, the Service Provider undertakes to provide Services under the terms of availability, continuity, and quality of service set forth in this Agreement. The Service Provider is subject to an obligation of means concerning the technical level of the technologies applied.

10.2. Damages

In the event of failure of the Service, the Service Provider shall not be held responsible for indirect damages such as business interruption, commercial damages, or loss of customers, revenue, profit, or planned savings or any other indirect damages suffered by the Client.

The total amount of damages paid for any reason over the course of a calendar year within the scope of the execution of this Agreement may not exceed the annual value of the Agreement, based on the last three (3) months of Services invoiced by the Service Provider to the Client excluding Hardware and Software fees, or based on an extrapolation of three (3) months of Services invoiced, excluding Hardware and Software fees using invoices issued. Should the Service Provider be required to pay penalties to the Client for non-compliance with any of its obligations, said penalties shall be subtracted from any amount due to the Client in redress for damages caused by the Service Provider's failure.

10.3. Exclusion of penalties

No penalties shall be due if the infrastructure hosted by the Service Provider is made unavailable due to one or more of the following reasons:

- failure of any of the Client's equipment
- actions or omissions of the Client (or of people working on its behalf)
- preventive or corrective maintenance planned 10 days in advance
- service updates planned in advance
- unavailability or any other failure by the Client to reasonably cooperate with efforts undertaken by the Service Provider to restore service

Article 11 - Intellectual Property

Each Party is and shall remain the owner of its brands, trade names, and other commercial names, corporate brands, and domain names, hereafter called "the Distinctive Signs".

The Parties expressly authorize one another to include on any useful medium the other Party's Distinctive Signs exclusively for the purpose of executing this Agreement and as part of their corporate communications.

Article 12 - Client Support

The Service Provider undertakes to provide the Client with technical support by telephone at **+33 (0) 800 940 942** (toll-free call from a landline) and by email to the following address: **datacenter-vitry@iliad-entreprises.fr**

This service shall be available 24/7 and shall be able to respond to requests made in French.

Article 13 - Confidentiality

Both parties undertake not to disclose information, technical or sales documents, methods, or know-how that it may receive from the other party during the execution or conclusion of this Agreement, without the express written authorization of a duly authorized representative of the other party.

Both Parties undertake to have their employees and representatives comply with this confidentiality requirement.

Article 14 - Force Majeure

The Service Provider shall not be held responsible for delays or non-performance resulting from force majeure circumstances, as recognized by the jurisprudence of the French courts. For the purposes of this agreement, the blocking or interruption of telecommunications networks, the absence or suspension of electrical power provided by the incumbent supplier, natural catastrophes, or any other cause beyond the control of the Service Provider and preventing the normal execution of this Agreement, shall be considered cases of Force Majeure.

The Service Provider shall notify the Client as expeditiously as possible should it not be able to meet its contractual obligations due to force majeure circumstances.

In the event of persistence of force majeure circumstances beyond a five (5) week period, and should no substitution solution be found, the parties shall meet in order to determine the conditions for pursuing their contractual relations.

Article 15 - Termination

15.1. Suspension

The Service Provider may, as a matter of right, immediately and without warning suspend or block access to some or all of the Services in the following cases:

- to comply with any law, regulation, legal ruling, or administrative request or injunction requiring immediate action
- to avoid any interference that could damage or degrade the Service Provider's equipment
- in the event of late payment of an invoice beyond 30 calendar days
- in the event of a refused direct debit due to lack of funds
- in the event of non-compliance with the Hosting Center's security procedures
- in the event the planned electrical power level is exceeded for more than 40 calendar days, despite notification by the Service Provider by registered letter with acknowledgement of receipt demanding that the Client correct the situation within 8 business days

15.2. Early termination

On the date the Agreement is terminated, for any reason, resulting as a matter of right in the termination of the Services, the Client shall immediately owe all the outstanding payments up until the term of the Agreement, as well as the energy consumption based on the average monthly consumption of the last four months.

Article 16 - Claims

Any claim and/or dispute by the Client against the Service Provider shall be submitted by the Client to the Service Provider's head office as soon as possible following the event.

Article 17 - Litigation

This Agreement is governed by French law.

In the event of a dispute regarding the interpretation and/or execution of some or all of this Agreement, and failing amicable agreement between the parties, the Paris commercial court shall have exclusive jurisdiction concerning the dispute, notwithstanding multiple defendants, a warranty claim, proceedings for interim relief or an urgency procedure.

Article 18 - Miscellaneous measures

18.1. Information

The Client undertakes to immediately inform the Service Provider in writing of any changes to its situation (in particular a change of address, telephone number, or banking details), and the Service Provider shall not be held responsible for any resulting consequences for the Client and/or third parties should the Client have neglected to inform the Service Provider of any such change.

18.2. Dissociation

Should any clause in this Agreement be declared against the law or impossible to execute for any reason, said clause will be declared null and void without voiding the entire Agreement, and the parties shall make their best efforts to negotiate and set up a provision with equivalent results.

18.3. Transfer – sub-contracting

Neither party may transfer this Agreement without the written consent of the other party.

The Service Provider nevertheless reserves the right to freely transfer all or some of its obligations under the Agreement to any company that controls it, is controlled by it, or is put under joint control, as defined in article L 233-3 of the French Commercial Code.

The Service Provider may freely subcontract all or part of its obligations set forth in the terms of the Agreement. Relations between the Service Provider and its possible subcontractors or independent service providers shall be under the Service Provider's exclusive responsibility, and the use of subcontractors or independent service providers shall under no circumstances reduce the Service Provider's responsibility towards the Client as regards the correct fulfillment of its obligations under the terms of the Agreement.

18.4. Election of domicile

Each party in this Agreement elects domicile at its respective head office indicated at the start of this Agreement.

18.5. Contract documents

The listed contract documents constitute the entire agreement between the parties in view of its purpose; they supersede and override any declarations, negotiations, commitments, oral or written communications, acceptance, or preliminary understanding and agreements between the parties regarding that purpose.

Should a disagreement arise concerning the interpretation of any of these documents, only the Agreement shall prevail.

Any change to the terms of the Agreement will be effective only following the conclusion of an addendum duly signed by both parties.

18.6. Non-repudiation

Any breach, delay, moderation, or indulgence by one of the parties in exercising any right assigned to it by virtue of the Agreement shall under no circumstances be considered a renunciation of that right.

18.7. Commercial references

The Client recognizes the Service Provider's right to cite it as a commercial reference in its various sales and advertising documents, unless the Client requests otherwise in writing.

18.8. Independence of the parties

Each Party is a legally and financially independent corporate entity acting under its own name and its sole responsibility. No measure may be considered to create an employer-employee relation, a guarantee of future employment, or a principal-agent relation.

Under no circumstances may either Party be considered as the other's representative nor may it act or make a commitment on the other's behalf, except for cases expressly stipulated in the Agreement.