

## **Special Conditions: VPS Cloud Offer**

### **Applicable from 01/05/2024**

**This document is provided for informational purposes only. Only the French language contract is legally binding for the services offered by our company.**

#### **Article 1 – Nature of special conditions**

1.1 These Special Conditions (hereinafter referred to as “CP”) determine the technical specificities, obligations and responsibilities linked to the VPS Cloud offer offered by PulseHeberg.

1.2 These CP are in addition to and take precedence over the General Conditions of Sale (CGV) of PulseHeberg in the event of a contradiction. It is the customer's responsibility to familiarize themselves with both the CP and the T&Cs before accepting the offer.

1.3 Membership of these CP also implies acceptance of PulseHeberg's General Terms and Conditions. Before subscribing to the VPS Cloud offer, the customer is required to read in full both these CP and the T&Cs, and to ensure that he understands and accepts all of their provisions.

#### **Article 2 – Description of the VPS Cloud offer**

2.1 PulseHeberg offers a Virtual Private Server (VPS) composed of dedicated resources such as disk space and RAM (random access memory) and shared resources such as CPU, disk I/O and network connectivity.

2.2 Any VPS server is automatically provided with an IPv4 address and a public IPv6 address. The operating system (OS) of the server must be chosen by the client from a pre-defined list offered by PulseHeberg, either by automatic installation or by manual installation.

2.3. It is expressly stipulated that certain OS accessible via the manual installation procedure come from contributions from the PulseHeberg community. These OS, although integrated into the offer, have not been subjected to rigorous control by the competent services of PulseHeberg. Consequently, PulseHeberg assumes no responsibility for the integrity, performance or compatibility of these operating systems. The client is therefore required to exercise its own due diligence when selecting and implementing these OS from the community contribution.

#### **Article 3 – Delivery conditions**

3.1 Once commissioned, PulseHeberg ensures that the VPS is functional, ping-responsive and accessible via SSH, provided the OS has been installed via the automatic installation tool.

3.2 In the case of manual installation of the OS, the effective commissioning of the VPS is the exclusive responsibility of the customer. It is the customer's responsibility to provide the initial configuration

necessary to get the VPS up and running, including responding to ping and being accessible via SSH.

#### **Article 4 – Customer responsibility**

4.1 As the sole administrator of his VPS, the customer assumes all responsibilities associated with system management. This management includes, but is not limited to, the configuration, optimization, updating, monitoring, and troubleshooting of software, services and infrastructure deployed on the VPS.

4.2 Securing the VPS is entirely the responsibility of the customer. It is up to him to implement the necessary measures to protect his server against possible threats. This includes, but is not limited to, monitoring event logs, regularly applying security patches and updates, and implementing backup strategies for its data.

4.3 By subscribing to this offer, the customer acknowledges and guarantees that he has the skills and technical knowledge essential to assume these administrative responsibilities. PulseHeberg cannot be held responsible for any damage or malfunction resulting from actions, omissions or errors committed by the client in the context of the administration of their VPS.

4.4 It is strongly recommended that the customer stay informed of news and developments in the field of system administration in order to guarantee the optimal security and performance of their VPS.

#### **Article 5 – Use of resources**

5.1 Each VPS offer comes with a maximum bandwidth, clearly indicated in the offer description on the PulseHeberg website. Regardless of this specification, PulseHeberg guarantees a minimum bandwidth of 100Mb/s for each VPS.

5.2 In the event of abuse or use that may harm the quality of service or network integrity, PulseHeberg reserves the right to filter, limit or adjust connectivity as well as other shared resources allocated to VPS. This limitation aims to ensure fair and optimal use of resources for all customers.

5.3 As part of this equity policy, the customer is allowed to request a majority of the resources allocated for each VPS offer subscribed. However, exploitation of these resources at a capacity close to their maximum for more than 2 consecutive hours on a given VPS or cumulative high consumption across all the VPS of a customer account will be considered continuous and non-compliant use.

5.4 Upon detection of such continued usage, PulseHeberg will automatically apply limitations to Customer's resources. If the customer wishes to lift this limitation, he must contact support and commit to resolving the cause of the excessive use.

#### **Article 6 – Rules for use of the service and legal framework**

6.1 The use of the PulseHeberg VPS service is subject to strict rules in order to guarantee the security, stability, and integrity of the infrastructure. Any breach of these rules may result in sanctions, ranging from temporary suspension of the service to permanent termination of the contract.

6.2 Any use of the VPS service for SPAM activities is strictly prohibited. In the event of violation of this prohibition, PulseHeberg reserves the right to immediately suspend the customer's service, limit access to ports dedicated to sending emails, or take any other measure deemed appropriate.

6.3 The customer is prohibited from using his VPS for any illegal, malicious or unethical activity. This includes, but is not limited to, intrusion attempts, port scanning, sniffing, spoofing and any other form of harmful behavior. In addition, the following specific activities are prohibited in a non-exhaustive manner:

- Cryptocurrency Mining
- Digital output node
- Open proxy or VPN
- Mass sending of prospecting emails
- High Traffic VPN Server (Commercial VPN)

Any breach of these rules may result in sanctions, ranging from temporary suspension of the service to permanent termination of the contract.

6.4 In all cases, the use of the PulseHeberg VPS service is governed by the French, European and international laws and regulations in force. The customer is required to comply with all of these legal provisions and acknowledges that any violation of the laws in force may result in the termination of his contract with PulseHeberg.

## **Article 7 – Service Level Agreement (SLA) et compensation**

7.1 PulseHeberg undertakes to provide a Service Level Agreement (SLA) of 99.99% for its VPS infrastructure, attesting to the commitment to quality of service that PulseHeberg wishes to guarantee to its customers.

7.2 SLA measurements are based exclusively on outage times communicated by PulseHeberg support or the company's official status page. Monitoring tools or customer-generated reports are not supported for SLA assessment.

7.3 The SLA only concerns global service interruptions, identified, noted and validated by PulseHeberg, and subject to official communication on the company's status page. If a service interruption is noted, the SLA will be in effect from the first minute. However, financial compensation linked to a violation of the SLA will only be granted if this interruption exceeds a duration of 15 minutes.

7.4 The compensation will be in the form of credits applied to the customer's account, based on the monthly payment of the impacted VPS service. The compensation scale is established as follows:

- From 99.99% to 99.95% availability: 5% of the monthly payment amount for the VPS service in credit.
- From 99.95% to 99.9% availability: 10% of the monthly payment amount for the VPS service in credit.
- Less than 99.9% availability: 15% of the monthly payment amount for the VPS service in credit.

7.5 These credits are exclusively intended to be used for the payment of future invoices at PulseHeberg. They cannot be exchanged for cash or transferred to another account.

7.6 Any credit request in relation to the SLA must be made by the customer within 30 days of the incident. After this deadline, no request will be taken into consideration.

7.7 The SLA and associated compensations do not apply in cases where the interruption is due to actions or omissions of the customer, or to attacks specifically directed against the customer.

7.8 Credits granted under this article cannot be combined with other offers, promotions or compensation.

## **Article 8 – Backups and restorations**

8.1 PulseHeberg undertakes to implement regular procedures for backing up data hosted on its infrastructures. However, these safeguards are “non-contractual” in nature. The customer acknowledges and accepts that these backups cannot constitute an absolute guarantee against the loss or alteration of data.

8.2 PulseHeberg cannot be held responsible for any loss, alteration, destruction or corruption of customer data, whatever the cause. It is the exclusive responsibility of the customer to ensure the backup, protection and integrity of their data.

8.3 The customer is strongly recommended to carry out their own periodic backups to guarantee optimal security of their data.

8.4 In some specific situations, backups may be unavailable for particularly large VPS or with frequently changing data. Additionally, if a customer reports instabilities caused by the backup process, PulseHeberg may need to temporarily or permanently disable this system for that particular VPS.

8.5 If a customer wishes to carry out a restoration, he must contact PulseHeberg via a support ticket in order to find out the dates of the available backups. Following this, the customer will be able to make the most appropriate choice for the restoration.

8.6 Two restoration requests are offered free of charge to the customer per quarter. Each additional restoration beyond these two will be invoiced at an amount of €5 including tax.

8.7 PulseHeberg undertakes to process all restoration requests within a maximum period of 24 hours, but this period may vary depending on the size and complexity of the data to be restored.

8.8 Any restoration request must be made in writing via a support ticket. Once the request is received, PulseHeberg strives to ensure that the restoration is carried out within the mentioned deadline commitment.

## **Article 9 – Data confidentiality**

9.1 PulseHeberg attaches paramount importance to the protection and confidentiality of data hosted on its customers' VPS. All stored information will remain confidential and will not be shared, sold or

made available to third parties, except in cases provided for by law.

9.2 However, in the event of legal requisition, PulseHeberg is legally obliged to collaborate with the competent authorities and provide the requested information. In these circumstances, PulseHeberg undertakes to act in strict compliance with the legislation in force.

## **Article 10 – Protection against DDoS attacks**

10.1 PulseHeberg deploys preventative mechanisms specifically designed to provide protection against DDoS attacks, particularly those of a volumetric nature. The primary objective of these measures is to prevent saturation of the VPS connection, thus guaranteeing the proper functioning and availability of customer services.

10.2 Although these protection mechanisms are rigorously developed, PulseHeberg cannot provide complete immunity against all forms and variants of DDoS attacks. In the event of an attack threatening the integrity of PulseHeberg's infrastructure, actions, including the temporary suspension of service to the customer concerned, may be taken.

10.3 In the event that remnants of a DDoS attack still manage to affect the VPS, it is the customer's responsibility to implement its own additional security measures, such as the appropriate configuration of its firewall or the use of specific software solutions, to mitigate residual effects.

## **Article 11 – Duration of the commitment, withdrawal, payment and termination**

11.1 The duration of commitment to the service subscribed by the customer is defined by the period indicated on the invoice issued by PulseHeberg. This period starts from the activation of the service and continues until the end of the stipulated duration.

11.2 Under articles L221-18 et seq. of the Consumer Code, the customer has a right of withdrawal, exercisable within fourteen (14) days following the date of his order. Withdrawal requests must be submitted to PulseHeberg via support ticket.

11.3 All withdrawal requests received by PulseHeberg are processed within 24 to 48 hours. Reimbursement, after acceptance of the request, is made pro-rata temporis for the unused duration of the service. This reimbursement is made either on the customer's initial means of payment, or by bank transfer for customers in the SEPA zone, always in euros.

11.4 In the event of termination of the service from the PulseHeberg customer area, this action takes effect upon expiry of the current contract. Please note that once the service is terminated, it cannot be restored or recovered.

11.5 If a renewal invoice is not paid when due, PulseHeberg retains the associated service for a minimum period of 10 days and a maximum of 30 days. Beyond this period, if payment is still not made, the service may be terminated for non-payment.