

Gandi Cloud Server Contract

Version 2020.1

This contract (the "Agreement") is concluded between Gandi US, Inc., a Delaware corporation located on C/O Industrious, 345 California suite 700, San Francisco CA 94104 (hereinafter referred to as "Gandi" or "We", "Our", "Our") and any legal or natural person, acting in its own name or in the name and on behalf of an Organization, wishing to benefit from an infrastructure as a Service (IaaS) (hereinafter the "Client" or "You", "Your", "Your").

Article 1. Definitions

The terms used in this Agreement, beginning with a capital letter, have the meaning given to them in the General Terms and Conditions of Service, unless otherwise defined in this Agreement.

Anomaly: refers to a malfunction or unavailability of the Service.

Associated Documentation: refers to the documentation of the Cloud Server Service, including the description of specific functions, configuration information, tutorials and other information related to the current use of the Infrastructure, available and regularly updated on Our Website: <https://docs.gandi.net/en/cloud/>

Cloud Account: refers to the prepaid account specific to the Cloud Server Service, which can only be used to provide the Service.

Hosted Applications: refers to the operating system, databases, service-oriented architecture integration, runtimes, data, applications, software, websites and Content developed, deployed, executed and managed by the Client under its sole responsibility, and hosted on the Infrastructure.

Infrastructure: refers to all the hardware, computer programs and/or software owned by Gandi or the software of third parties for which Gandi has the required rights, and the network architecture that together form a computer processing infrastructure connected to the Internet network as well as the Associated Documentation, updates and new versions.

Server: refers to the main resource of the Service provided by Gandi. To be operational, a Server can be made up, at the Client's choice, of one or more CPUs, memory (RAM), one or more storage volumes (disks), one or more IPs.

Cloud Server Service / Service: refers to the provision of hosting services via the Infrastructure, remote access to the ordered functionalities, as well as the maintenance and recovery of the Service in the event of an Anomaly.

Specifications: refers to all the technical characteristics and functionalities of the Cloud Server Service, as described, in decreasing order of priority by (i) the specifications listed in Appendix 1, (ii) the Associated Documentation.

Article 2. Contractual framework

This version of the Agreement replaces the versions You have previously accepted.

The subscription and use of the Service imply acceptance of and compliance with the General Terms and Conditions of Service, this Agreement and the technical conditions and limitations detailed on Our Website (hereinafter referred to together as "Our Contracts").

The provisions of this Agreement shall supplement the General Terms and Conditions of Service, the provisions of which shall, in the absence of any provision to the contrary in this Agreement, be fully and completely applicable.

In the event of contradictions or difficulties of interpretation between this Agreement and the General Terms and Conditions of Service, the provisions of the Agreement shall prevail.

Article 3. Object

This Agreement defines the terms and conditions under which Gandi provides You with the Cloud Server Service as detailed herein, and the reciprocal obligations that result from it according to the options subscribed.

Article 4. Description of Gandi's Cloud Server Service

Gandi provides You with IT resources within a virtualized environment via the Infrastructure, from which You can create one or more virtual servers, manage them, and administer them autonomously, through Your Organization.

Each Server, consisting of the resources that You choose when You order online, will have at least one IP address, allowing it to be identified on the Internet.

The images proposed for installation by Gandi have been modified solely to allow their integration into Gandi's infrastructure.

The technical characteristics and limitations of the Cloud Server Service, as well as all the corresponding rates and any applicable special conditions, are accessible and detailed on Our Website, so that You can read them before subscribing to one of Our offers.

Article 5. Gandi's obligations

5.1. In addition to the contractual obligations detailed in the General Terms and Conditions of Service, and subject to strict compliance with Your obligations and the technical conditions and limitations specific to each of Our Cloud Server offers, Gandi undertakes to:

- Make its best efforts to make the selected Server available to You, within a maximum period of one hour following the validation of Your full payment and to ensure continuous access to the Service, up to 99.95% per month (on the basis of a 31-day month), subject to the unavailability provided for in Article 5.2.

Gandi will compensate You by crediting Your Cloud Account for any unavailability of the Service beyond this commitment, which You have notified Us of, and which is linked to a failure of Our Infrastructure. In any case, the compensation may not exceed the amount of consumption of the affected Server(s) over the last 30 days preceding the unavailability of the Service.

In order to ensure the continuity of the accessibility of its Services, Gandi implements technical measures to compensate for the failure of a Server and its components resulting from a physical anomaly in Our Infrastructure. However, the implementation of this solution does not constitute a backup, and under no circumstances can it exempt You from performing by Yourself on a regular basis the backups of Your Hosted Applications and technical settings as specified in Article 6.8 hereof.

- Maintain the Infrastructure to ensure the proper functioning of the Service and, as such, intervene in the event of a problem affecting the security and/or stability of the system, in the event of a manifest deterioration or attempted deterioration of Our Infrastructure due to Your Server.

As such, We will intervene in the event of an Anomaly caused by Gandi within three hours of Gandi's knowledge of the Anomaly.

Gandi reserves the right, in the event of absolute necessity, to interrupt all or part of the Service in order to carry out a technical intervention, in particular in the event of an Anomaly, to improve its operation, or to carry out any maintenance operation.

We will make every effort to minimize such interruptions and, as far as possible, to inform You in advance within a reasonable time (via Your User Account and/or by email) and specify the date, nature and duration of this intervention, so that You can take all necessary measures. However, You acknowledge that We will not be able to notify You in the event that the interruption of the Service is external to Us (in particular related to the Internet network), or is expressly requested by a competent authority or pursuant to the laws in force.

5.2 Exclusion of service levels

Any unavailability of the Service resulting from maintenance scheduled by Gandi, security updates or related to the software part of the Service (which is highly dependent on users and the specific configuration they set up) is not considered in the Service's availability. The resulting periods of unavailability will not give rise to any refund or re-credit.

Article 6. Your specific obligations

In addition to the obligations incumbent upon You under the General Terms and Conditions of Service, You must ensure, at all times, that the following specific obligations are respected when using the Serveur Cloud Service.

6.1. Maintenance of Your Servers

You must carry out alone the technical interventions on Your Servers related to the proper functioning of the Service, including in the event of malfunction or breakdown, for whatever reason or origin.

6.2. Reasonable use of the Service

You agree to use the Service in accordance with its Documentation, as detailed in the attached Specifications.

6.3. Obligation to intervene on the Content

The loading and processing of Content via the Service is carried out under Your sole responsibility. You prohibit yourself and Your users from uploading to the Server or processing via the Service any Content that is contrary to laws, regulations, or the rights of third parties.

You agree to act promptly upon receipt of any notice, claim or complaint from a third party relating to any Content that You host as part of the Serveur Cloud Service, in accordance with applicable law, to remove the disputed Content or make it impossible to access or take any measures to satisfy the notice and bring You into compliance with applicable laws.

You expressly acknowledge and agree that in the event of a license to use and, in particular, if You host third party services on Your Servers, You must ensure that they promptly intervene on their Content, it being specified here that any intervention on any Content is Your responsibility and is Your sole and entire responsibility.

In the event that Gandi is required to act on Your behalf, Gandi will not act on any particular Content, but will suspend or delete the Server associated with the relevant Content, in accordance with the terms and conditions detailed in Article 10 hereof.

6.4. Cooperation with the authorities

You agree to (i) cooperate in any administrative or judicial request relating to all or part of the Service and/or Your Hosted Applications and (ii) facilitate the prompt resolution of any problem or dispute that may arise in connection with Your use of the Service and, where applicable, to promptly disclose the identity of any third party benefiting from a license or rights to use and/or administer the Service.

6.5. Security obligation of Your Servers

You ensure the security of Your Server, Your Access Codes and You agree to take all necessary measures to secure access to it.

The security of the Content, sites and applications hosted on Your Servers is Your sole and entire responsibility, apart from the updates of the Infrastructure itself, which Gandi is in control of.

You acknowledge that you assume full responsibility:

- the configuration of Your Servers in accordance with Your needs and objectives;
- the implementation of appropriate solutions to secure and/or restrict access to all or part of Your Servers, Content, sites or applications hosted by You.

You agree to immediately notify Gandi of any security breach or misuse of Your Servers, of which You are aware, in order to allow Us, if necessary, to coordinate Our efforts.

6.6. Obligation to safeguard Content

You are entirely responsible for saving Your Content and technical settings. It is Your responsibility to take all necessary measures to ensure the regular backup and conservation of Your Content and all Your Content and settings, as well as their updates, on any medium of Your choice, outside Gandi.

It is hereby specified that Gandi's provision of optional backup tools cannot be interpreted as an obligation on Gandi to backup Your Content and technical settings.

6.7 Obligation to preserve the reputation of the IP address associated with Your Server

You agree to preserve, throughout the term of this Agreement, the reputation of the IP address associated with Your Server. In particular, You are responsible for ensuring that this IP address is not listed in one or more blacklists, whatever they may be (for example on <https://www.spamhaus.org/>, "XBL" or "SBL") and, where applicable, You guarantee to use all means and take all measures to have the IP addresses referenced therein removed without delay.

6.8. Specific obligation to identify the Content publisher

You undertake to:

- respect or enforce the applicable Content Publisher's identification obligations depending on whether You are publishing an online public communication service on a professional or non-professional basis;
- Identify yourself as a host if You provide hosting solutions to third parties.

As indicated above, for each Server that You create as part of Our Cloud Server Service, there is at least one fixed IP address, allowing this Server to be identified on the Internet. In accordance with the laws in force, if required, We will communicate as contact details of hosting providers the contact details in Our possession corresponding to Your Organization used to subscribe to the Service.

You agree to provide Gandi with accurate, complete, reliable and up-to-date identification information at all times. If necessary, You must provide Us with all supporting documents, on first request and within the required time limits.

6.9 Breaches of Your Obligations

Gandi reserves the right to suspend the Service in the following cases:

- if You disrupt the Service provided by Gandi or damage its computer system, or its resources, in particular if Your use of the Service disrupts its general functioning and/or is contrary to the technical conditions and limitations specific to each Service;
- if Your Server is the victim of a security breach or a DDoS/Botnet/Spam attack that could disrupt the proper functioning of the Infrastructure;
- in the event of abusive and/or illegal use of Your server without prompt reaction on Your part, by You or following the warning of Our services (ex: spamming, fraud, hacking, attempted intrusion...);
- if You are in default of payment despite the time limit and the request for regularization by Gandi.

It is hereby specified that notwithstanding the suspension of the Service, the aforementioned cases may also result in the termination of the Agreement in accordance with the terms and conditions agreed in Articles 10.3 and 10.4 hereof.

Article 7. Rates - Payment terms - Invoicing

The current rates indicated on Our Website are applicable to the subscribed Service, according to the characteristics of the Server and the size of the associated resources.

The Service is billed by the hour, over 30 days, in the chosen currency.

Payment for the Cloud Server Service is made via Your Cloud Account.

7.1 Your Cloud Account

Your Cloud Account is intended for the payment of the Service for all Servers attached to Your Organization. A Cloud Account can only be associated with one Organization and can only be used as part of the Cloud Server Service.

Your Cloud Account constitutes a reserve of money available to pay for Your consumption of the resources allocated as part of the Gandi Cloud Service, which can be viewed via Your Organization.

You pay for Your order, by funding Your Cloud Account, via the payment method of Your choice, in accordance with the applicable rates and terms in force.

The provisioning of Your Cloud Account is done manually or by automatic renewal depending on the option You choose. You acknowledge that You may only benefit from the Cloud Server Service if Your Cloud Account or Your Gandi Prepaid Account (in the event of automatic renewal activation) is sufficiently funded to pay the amount related to Your consumption of allocated resources.

It is hereby specified that You cannot transfer money from the Cloud Account to the Gandi Prepaid Account.

Each month, a consumption report will be available in Your Organization summarizing Your total monthly consumption and the amount available at the end of the month in Your Cloud Account. If the "automatic renewal" option is enabled, a summary invoice for the provisioning of Your Cloud Account "automatic renewal" within the month will also be available. The monthly billing day corresponds to the day of Your subscription to Our Cloud Server Service.

7.2. Manual payment

The Cloud Server Service will be invoiced to You according to the end date You have chosen and according to Your consumption of the allocated resources.

You can manually fund Your Cloud Account, by crediting it with the required amount or by changing the end date of the Service in advance and paying the corresponding amount via Your Organization, according to the terms and rates in effect indicated on Our Website at the time of the transaction.

By express agreement, the provisioning of a Cloud Account may not be made by cheque or bank transfer for an amount less than five (5) euros. If You choose to fund Your Cloud Account by cheque or bank transfer, the latter will only be credited after Gandi has validated the corresponding supply, at the latest within seven (7) working days following receipt of Your payment, provided that Your references are complete (in particular the transaction number corresponding to Your order) to enable Us to assign Your payment.

It is Your responsibility to ensure that these deadlines (plus postal and/or bank delays) are appropriate to the degree of urgency of Your operation. Upon receipt and validation of Your payment, You will receive an email confirming the actual provisioning of Your Cloud Account, as well as a link allowing You to access Your receipt, also permanently accessible in Your Organization, "invoicing" section.

You acknowledge and accept that Gandi cannot be held liable if You cannot proceed with the payment of Your consumption due to the delays observed by banking institutions to validate/accept Your service renewal.

In the event of non-payment of the Cloud Server Service, Your Server and the associated technical services will automatically be frozen. During the freeze period, the allocated resources will continue to be charged to Your Cloud Account. In order to reactivate the Cloud Server Service, You must replenish Your Cloud Account with a sufficient amount to cover the Services consumed during the freeze period and Your future consumption.

If You fail to replenish Your Cloud Account and pay for the Service during the freeze period, the Service and all Servers and associated Content will be permanently deleted 7 days after the start of the freeze period with no possibility of restoration.

You will be notified on several occasions by e-mail of the estimated expiration of the Service: 15 days, 7 days, then 1 day before the expiration and the expiration day to inform You of the final termination of the Service.

7.3. Payment in automatic renewal

When You activate automatic renewal, Your Cloud Account is automatically provisioned from Your Gandi Prepaid Account for an amount corresponding to 30 calendar days of use of the Cloud Server Service, calculated according to the allocated resources and the estimated consumption of said resources, according to the current rates indicated on Our Website at the time of renewal, and this for all of Your Servers associated with Your Organization.

Example: in the case of a Service for which the allocated resources remain unchanged with a constant consumption of said resources, Your Gandi Prepaid Account will be deducted every 30 days from the amount corresponding to the consumption of said resources to fund Your Cloud Account.

By activating automatic renewal payment, You authorize Us to debit Your Gandi Prepaid Account to fund Your Cloud Account with amounts corresponding to Your consumption. You also agree that any compensation that Gandi may have to pay You, pursuant to this Agreement, may be credited directly to Your Cloud Account.

In the event of non-payment of the Service resulting from the lack of sufficient credit on Your Cloud Account, You will receive 2 days before the automatic provisioning of Your Cloud Account an email informing You of said provisioning for the next 30 days. If the supply fails, You will be notified of this failure by email on the scheduled day of the supply. You must then regularize the situation within 7 days of this notification, failing which the Gandi Cloud Server Service will be frozen at the end of this 7-day period.

During the freeze period, the allocated resources will continue to be charged to Your Cloud Account. In order to reactivate the Server Cloud Service, You must replenish Your Cloud Account with a sufficient amount to cover the Services consumed during the freeze period and Your future consumption.

If You fail to replenish Your Cloud Account and pay for the Service during the freeze period, the Service and all Servers and associated Content will be permanently deleted 7 days after the start of the freeze period with no possibility of restoration.

You will be notified on several occasions by e-mail of the estimated expiration of the Service: 15 days, 7 days, then 1 day before the expiration and the expiration day to inform You of the final termination of the Service.

7.4. The amount available in Your Cloud Account is non-refundable and has an expiry date. If the cash reserve in Your Cloud Account is not used for a period of 2 years from the last use, Your reserve will be deleted without any re-credit or refund. You will be informed by email one (1) month before the deletion of Your reserve.

Article 8. Activation of Server Cloud Service

The activation of the Server Cloud Service corresponds to the actual provision of the Server and requires full payment in advance (payment received and validated) for the Service and the options ordered.

The first activation of the Server Cloud Service is necessarily for a minimum period of 30 calendar days.

You will be notified by email of the activation of the Service at the declared address associated with Your User Account.

As an indication, the activation of the Service, subject to receipt and validation of full payment for the services and options subscribed to, is on average carried out within a maximum period of one hour from the date of subscription via Your User Account, it being specified that this period varies according to the choices made.

In accordance with Our General Terms and Conditions of Service and the provisions of applicable laws, and as soon as You are qualified as a "consumer", You acknowledge and accept that Gandi fully executes the provision of the Service upon payment and validation of Your order. You declare that you understand and accept that this execution may begin before the end of the withdrawal period from which the consumer benefits. In this context, You expressly waive Your right of withdrawal, in accordance with applicable laws.

Article 9. Duration of the Agreement

9.1. The Agreement takes effect as of the effective activation of the Server Cloud Service, in accordance with the terms and conditions set forth in Article 8 and remains in effect for an indefinite period.

9.2. You may renew the Services for as long as You choose.

In the event of the creation of other Servers, their expiration date will be identical to that of the first Server You created. The expiry date of the Servers can be modified according to the evolution of the allocated resources and the consumption of resources and will apply uniformly to all Your Servers.

9.3. The Agreement ends if You do not have sufficient amounts in Your Cloud Account or Your Gandi Prepaid Account (in the event of activation of automatic renewal) to cover the full payment of the Service used at the end of the freeze period, and according to the terms described in Article 7 hereof.

It is hereby reminded that the end date of the Service, mentioned on Your User Account when activating or renewing the Service, is calculated on a constant consumption of Your resources according to the type of Server You have created and is therefore provided as an indication. This date may fluctuate in the event of an increase in the consumption of allocated resources, as specified in section 9.2 hereof.

The Agreement and the Server Cloud Services subscribed to also terminate if You terminate it early or in the event of termination by Gandi, under the conditions provided below.

Article 10. Termination of the Agreement

10.1. Your right to terminate

You may terminate the Agreement at any time without notice. It is hereby specified that the termination does not give rise to any right to a re-credit or refund, any hour started is due.

In any event, the amount of the reserve available on Your Cloud Account will not be refundable and will be automatically deleted if not used for a period of 2 years from the last use.

10.2. Termination in case of a contractual breach

10.2.1. In the event of a breach of Your contractual obligations, Gandi may give You notice to remedy it. Any breach of Your contractual obligations that is not resolved within the time limit set out in Our formal notice will be grounds for the deactivation of the Service, or even the termination of this Agreement and the associated services, without further formality and without You being entitled to any compensation or reimbursement, regardless of the period during which such termination occurs.

10.2.2. In addition to the material breaches defined in Our Contracts, the following are considered material breaches of this Agreement:

- any violation or breach of Your specific obligation to intervene on the Content hosted on Your Server;
- any violation or breach of Your specific obligation to preserve the reputation of the IP address associated with Your server, pursuant to section 6.8 of this Agreement.

These material breaches are likely to lead to the deactivation or deletion of the Gandi Cloud Server Service and consequently of Your Server and/or Your Organization and/or User Account without formality and without notice.

It is hereby specified that no compensation or reimbursement may be required as a result.

10.3. Consequences of termination of the Agreement

At the end of this Agreement, regardless of the cause and author, Gandi deletes all data and Content associated with Your Server(s). You acknowledge that when one of Your Servers is destroyed, the fixed IP address associated with it may be reassigned. Gandi does not guarantee that the fixed IP address initially associated with the Server will be allocated to You again the next time You create a Server.

You are therefore responsible for saving and retrieving Your Content prior to the expiry of the Service or prior to a change of service provider, as well as on a regular basis during the term of the Agreement, as indicated in Our Agreements.

Article 11. Security audits

11.1. Services Audit

(i) Scope of the authorization

Security audits of the subscribed Services are authorized only if they do not exceed the strict scope of the service concerned. As part of the Service, tests are therefore authorized on the entire virtual machine.

(ii) Exclusions

Tests aimed at going beyond the virtualization layer and tests of any Gandi's Infrastructure-related elements are expressly excluded.

(iii) Liability

The tests are under the full civil and criminal liability of the Client. If the tests should disrupt in any way the provision of services by Gandi, Gandi reserves the right to suspend the Client's concerned Services in order to avoid any impact on its other customers. Gandi shall not be held liable for this suspension and no compensation shall be due to the Client.

iv) Exceeding the scope of consolidation

Any exceeding of the scope defined above must be subject to Gandi's prior written agreement, in accordance with the terms and conditions defined in Article 11.2 hereof. Otherwise, any security audit of the Services overflowing on Our Infrastructure would expose the auditor to criminal sanctions under articles and followings of the Criminal Code, regardless of any civil conviction for any damage suffered by Gandi.

11.2. Audit of Our Infrastructure

Any security audit of Our Infrastructure is strictly prohibited without the prior conclusion of a specific contract with Gandi detailing the terms and conditions of this audit.

In any event, the following conditions must be met in the event that Our Infrastructure is included in the scope of the planned audit:

- The Client may only carry out a security audit once a year for a maximum of five days;
- You must notify Gandi by e-mail at least 2 weeks before the audit. The audit notification must specify the scope of the audit, the identity of the auditor, and the audit methodology;
- The audit must not disrupt Gandi's normal activity;
- The Client shall bear the costs of the audit as well as any costs incurred by Gandi as a result of the audit;
- Any discovery of a security breach must be notified to Gandi as soon as possible. The audit report, for the part concerning Our Infrastructure, must be communicated to Gandi.

Article 12. Intellectual property rights

12.1. Ownership of Hosted Applications

Under this Agreement You declare that You own all the Applications hosted on Your Server(s) or that You have obtained all the necessary authorizations from the rightful owners to host said elements. Gandi does not acquire any ownership rights to said Applications as a result of this Agreement.

12.2. Licensing of the Infrastructure

No intellectual property rights over the Service or the applications used to operate the Infrastructure as part of the Gandi Cloud Server Service are assigned to You under this Agreement.

Gandi grants You, on a non-exclusive basis, for the entire world and for the duration of the Agreement, the right to access and use the Infrastructure for the purposes of the Service provided.

Article 13. Personal data

As part of the Gandi Cloud Server Service, We do not have access to Content, whether or not containing Personal Data, hosted on Your Hosting Servers.

Insofar as you process personal data, as a controller or processor, within the meaning of the General Data Protection Regulations, it is Your responsibility to comply with data protection legislation, by requesting a data protection annex ("DPA") from Gandi.

Article 14. Exclusions and limitations of Gandi's liability

In addition to the exclusions and limitations of liability detailed in Our General Terms and Conditions of Service, Gandi cannot be held liable for the following:

- difficulties in accessing Your hosted Applications due to network saturation and/or due to the technical characteristics and limitations of the Internet and Internet access;
- Data and Content contrary to laws, regulations, public order or morality that You host or have hosted via Our Services;
- difficulties or service malfunctions due to the Applications hosted on the Infrastructure or to the nature of the Content that You install or make available via Your server(s);
- any deterioration of the Services caused by You and/or due to the non-compliance with the technical conditions and limitations applicable to the Server Cloud Service;
- the misappropriation, total or partial destruction of the information transmitted or stored on Your Servers, in particular as long as this information circulates via the Internet, and in particular if this destruction is the result of a fault, carelessness and/or negligence that is directly or indirectly attributable to You;
- hacking, fraudulent intrusion or any contamination, by virus or other computer malware regardless of the technology used, of Your Content and/or Hosted Applications, whose protection is Your responsibility;
- security breaches of Your Hosted Applications and the resulting damage;
- an intrusion by a third party on one or more of Your Server(s), despite the reasonable security measures implemented by Gandi on its Infrastructure;
- the referencing in a blacklist of the IP address(es) associated with Your server(s);
- the termination of the Agreement if You have not renewed Your services or provided Your Gandi Prepaid Account with sufficient funds ("automatic renewal" option activated) or Your Cloud Account to cover the total amount of Your consumption;
- the loss of data resulting from the deletion of Hosted Applications following the termination of this Agreement;
- in the event of an anomaly affecting third party software included in the Service, any delay caused by the third-party publisher that does not respond within a time frame compatible with the service levels stipulated in this Agreement. The intervention times are indeed purely indicative when third-party software involves an escalation of GANDI to the publisher concerned;
- the direct or indirect consequences related to the suspension or termination of the Server Cloud Service resulting from a breach of Your contractual obligations.

In any event, Gandi cannot be held responsible for the maintenance of any incident or anomaly related to: (i) use of the Service that does not comply with its purpose, its Documentation or this Agreement, (ii) a hardware or software failure of one or more elements of the Client's computer or network system, (iii) incorrect configuration of the Client's computer environment or workstations, (iv) a refusal by the Client to cooperate with Gandi in resolving the Anomalies, (v) a refusal by a third-party publisher to cooperate with Gandi in resolving the Anomalies, and more generally to any voluntary act of degradation by You or a third party.

In addition, You acknowledge that Gandi is under no general obligation to monitor the Content or Applications hosted. Although Gandi reserves the right to carry out checks, Gandi is under no obligation to actively investigate facts or circumstances that reveal illegal or harmful activities.

In the event that Gandi's liability is proven, You may not in any event claim compensation from Gandi in excess of the amount of consumption of the Server(s) impacted over the last 30 days preceding the unavailability of the Service, unless expressly stipulated otherwise in this Agreement. Any compensation will only be made by re-crediting Your Cloud Account.

Article 15. Resale of the Service

You are authorized to resell Our Cloud Server Services, subject to:

- pass on the obligations provided for in Our General Terms and Conditions of Service and this Agreement to Your own customers, and more particularly to ensure that Your customers respect all the commitments listed in this Agreement and the texts in force;
- take over at Your expense all the obligations and responsibilities arising from the General Terms and Conditions of Service as well as those arising from this Agreement with Your customers and/or with third parties, in addition to those incumbent on the hosts, in application of the texts in force;
- before reselling Our Services, ensure that Your customer does not directly or indirectly participate in any spam activity listed in the "SPAMHAUS" Registry (Spamhaus Register of Known Spam Operations - ROKSO, freely searchable at the following address: <https://www.spamhaus.org/>), and/or is not listed there and You are strongly committed to Gandi;
- offer Your customers at least the same level of service quality as that offered by Gandi.

Article 16. Guarantee

You guarantee Gandi against (i) any action or claim that may arise from Your use of the Service, or from the use of the Service by any third party through You, (ii) any action by third parties related to the Content installed, issued, published, transmitted, broadcast or reproduced via Your Instances, whether such Content has been set up by You or by third parties, (iii) any claim or legal action based on the full or partial termination of the Service resulting from a breach by You.

In this respect, You agree to indemnify Gandi and to bear the legal costs and attorney's fees incurred by Gandi in connection with such an action, as well as the amount of the settlement payments and/or damages to which Gandi may be liable.

The provisions of this section shall survive the expiration or termination of this Agreement.

Article 17. Change of ownership

As part of the Server Cloud Service, You are not authorized to change the owner of a Server for the benefit of a third party.

Article 18. Modification of the Agreement and tariffs

In accordance with the General Terms and Conditions of Service, and in accordance with the terms and conditions set out therein, this Agreement, including the tariffs for the Services, are subject to change in order to take into account any changes in case law, law or technology.

Article 19. Applicable law - Dispute resolution

The Agreement is governed by and construed in accordance with Californian law.

Before any contentious action is taken, the Parties shall seek, in good faith, to settle amicably their disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or termination of the Agreement. The Parties shall make any relevant findings to enable them to find a solution to the conflict between them.

In the absence of amicable resolution, any dispute concerning the validity, interpretation or execution of the Agreement will be brought before the competent Californian courts within the jurisdiction of which Gandi is established.

Appendix 1 Technical specification of the Cloud Server Service

Gandi offers you several datacentres in Europe and you can choose one of these datacentres during the creation process. Gandi's Cloud Servers offer allows you to create virtual servers of different sizes, which You can quickly evolve in response to changes in your professional environment. The Gandi Cloud Server service allows you to quickly expand your resources to meet peak demand for your application, for example during the Christmas and New Year, and then reduce them when activity decreases, to save money.

- Root access and full control

Completely control your virtualized server with full root access.

- CPU and RAM configurations

You control the power of your server and you can modify the number of CPUs on your server by allocating from 1 to 16 CPUs. You also control the amount of RAM memory on the server, and you can vary it between 256MB and 24GB.

- Scalable storage capacities

To meet your storage needs, you can associate up to 8 disks on a Gandi Cloud server. You are free to choose the size of a disk with a minimum size of 3GB and a maximum size of 2TB. Finally, you can also increase the size of a disk.

- IPv4 and IPv6 addresses

You can associate up to 4 IPv4 addresses and 4 public IPv6 addresses to a server.

- Private network

In addition to the public network, you can configure a private network between your servers located in the same datacenter. You can use IPv4 or IPv6 for exchanges on this private network.

- Popular Linux and FreeBSD distributions

We provide the latest stable versions of Ubuntu, Debian, CentOS and FreeBSD systems.

- 3TB outgoing traffic traffic

Your account has 3TB of monthly outgoing traffic included, after which Gandi reserves the right to reduce the debit.

- Availability of Infrastructure

Use our platform for your professional projects and benefit from a monthly availability of 99.95%.

- Free support

You have reactive e-mail support available 24 hours a day.

- Hourly flexibility

Create and delete servers as needed and pay for your resources by the hour.