

## **C14 SPECIAL TERMS AND CONDITIONS** **AS OF 7 JULY 2016 - ONLINE SAS**

### **BETWEEN**

The Customer,  
Hereinafter referred to as the 'User'

### **AND**

ONLINE SAS, a French *société anonyme par actions simplifiée* (simplified joint-stock company) with share capital of €214,410.50, whose registered office is located at 8 rue de la ville l'Evêque, 75008 Paris, registered with the Paris Trade and Companies Registry under number RCS PARIS B 433 115 904, VAT number FR35433115904, which can be reached on its website [www.online.net](http://www.online.net) or by telephone on +33 1 84 13 00 00, represented by its Chairman,

Hereinafter referred to as 'Online'

### **INTRODUCTION**

The Contract includes:

- The General Terms and Conditions of Sale - <https://www.online.net/cgv.pdf>
- These C14 Special Terms and Conditions <https://www.online.net/cgc14.pdf>

The whole comprised thereby is referred to as the 'Contract'.

## **CLAUSE I. DEFINITIONS**

Internet: global data exchange network comprised of networks and servers that are interconnected through linked global electronic communications networks, and which can be accessed by any user in possession of the appropriate IT equipment.

Internet Access: service that allows Users to access the Internet and its various services (email, consultation and creation of online services and, more broadly, exchanging data across the network).

Bandwidth: means the transmission capacity of a transmission link connecting the User's Server to Online's network. It determines the amount of information (in bits per second) that can be transmitted simultaneously.

Account Management Console: means the website made available to the User enabling it to independently perform ordinary maintenance and management operations for the Services provided.

IP Rate: means the maximum rate of the IP technology logical link established between the User's Server and Online's network. The maximum rate advertised can be attained only if the configuration of the User's Server allows.

C14: long-term digital data storage and archiving service offered by Online.

## **CLAUSE II. PURPOSE**

The purpose of these C14 Special Terms and Conditions, which supplement Online's General Terms and Conditions of Sale, is to set forth the technical and financial terms and conditions pursuant to which Online will provide the C14 service to the User.

The User acknowledges having verified that the service is appropriate for its needs and that it has received from Online all information necessary to subscribe to the service.

These Special Terms and Conditions prevail over the General Terms and Conditions in the event of a contradiction between the two documents.

## **CLAUSE III. C14 SERVICE**

C14 is an external digital archiving service that can be accessed over the Internet, using various open protocols. The C14 service provides the User with secure long-term archiving of private data.

Online offers the User a secure technical storage infrastructure, whose total monthly cost per gigabyte and per operation is provided on Online's website at the time of the subscription.

Online's C14 storage Services do not cover any royalties, subscription fees, taxes, software licences or other forms of remuneration that may be charged by rights-holders for the User's use of the Services, and for which the User is solely liable.

The C14 service is invoiced on the basis of a volume of gigabytes rounded to the next highest gigabyte, with units calculated as follows:

- 1 PB (petabyte) equals 1024 TB (terabyte)
- 1 TB (terabyte) equals 1024 GB (gigabyte)
- 1 GB (gigabyte) equals 1024 MB (megabyte)
- 1 MB (megabyte) equals 1024 kB (kilobyte)

## **CLAUSE IV. C14 OPERATIONS**

The C14 Service comprises various stages.

### **'C14' Temporary Space**

The 'C14' service includes a temporary storage space for a maximum of seven calendar days, which can be activated upon request from the Account Management Console.

The User must in no event use this temporary space for any purpose other than to deposit data to be archived in 'C14'. Online reserves the right, at any time, to close and archive any temporary space used inappropriately.

The User must assign various parameters to the electronic data to be archived in 'C14':

- Storage type: Standard or Corporate
- File transfer type: FTP, Rsync, SFTP, SSH, etc.
- The datacentre that will host the data (various choices are possible)

The conservation of data in the temporary storage space is not guaranteed until it has been permanently archived. The temporary space is provided free of charge up to a maximum of 20 terabytes.

### 'C14' Archiving

After data has been deposited in the temporary storage space, the User must archive its data in 'C14' from its account Management Console. This action will also be performed automatically after seven calendar days.

This operation will be performed technically when resources become available in the technical infrastructure ('Deferred Writing') to carry out the operation.

The time necessary for an archiving operation depends on the volume of data to be archived ('Writing Speed'). The figures below are provided for information purposes only.

Storage type	Deferred Writing	Writing Speed
STANDARD	2-420 min	270-730 MB/sec
CORPORATE	2-300 min	270-730 MB/sec

An encryption key will be created during the initial archiving. The User must print and securely store several copies thereof.

The archiving operation is invoiced per gigabyte archived, at the prevailing price published on the website at the time of the subscription.

### 'C14' De-archiving

From its Account Management Console, the User may at any time request the restoration of the data archived in C14.

When the operation is completed, the data will be restored in a temporary storage space identical to the original one. This operation requires the encryption key originally used when archiving.

*Important note: Without this key, no data can be decrypted and thus restored.*

This operation will be performed technically when resources become available in the technical infrastructure ('Deferred Restoration') to carry out the operation. The time required for a de-archiving operation depends on the volume of data to be de-archived ('Restoration Speed').

This speed includes decrypting, reconstructing corrupted or missing data, verifying its integrity (checksums) and copying it into the temporary storage space. The figures below are provided for information purposes only.

Storage type	Deferred Restoration	Restoration Speed
STANDARD	2-300 min	270-400 MB/sec
CORPORATE	2-60 min	270-400 MB/sec

The de-archiving operation is invoiced per gigabyte restored, at the prevailing price published on the website at the time of the subscription.

### Low-level verification of 'C14' archives

Online regularly verifies the integrity of the User's archives in C14. In the event of an anomaly, or of the corruption or technical unavailability of one or more media, the data will be automatically reconstructed and repaired at Online's expense.

The frequency of these automatic verifications is solely at Online's discretion and expense, depending on the level of durability selected by the User and the technical congestion constraints of the platform.

However, at its own initiative, the User may at any time initiate a low-level verification from its Account Management Console.

Low-level verification operations at the User's request will be invoiced on the basis of gigabytes verified, at the prevailing price published on the website at the time of the subscription.

### Destruction of a 'C14' archive

From its Account Management Console, the User may at any time request the permanent and irreversible destruction of its data archived in C14.

The destruction is carried out by deleting the encryption key and writing invalid and/or random data in place of the User's data. The destruction process complies with the recommendations of the French National Information Systems Security Agency (ANSSI).

The destruction of an archive is a slow operation which requires 4 to 92 hours of processing depending on the volume to be destroyed.

The destruction operation is invoiced per gigabyte destroyed, at the prevailing price published on the website at the time of the subscription.

## **CLAUSE V. DURABILITY AND SLA**

The C14 Service is designed to archive large volumes of data over a long period, with maximum reliability and durability.

Online undertakes to keep the C14 platform in perfect working for at least both of the following periods:

- At least 115 months from 1 June 2016;
- At least 72 months from the date the User's data is archived.

At its own expense, Online will ensure the technological renewal of the storage media used.

For this purpose, two service levels are offered:

- The 'Standard' level designed for data storage for a period of 3 to 6 years. 20% of the space stored is used in oversampling for data redundancy.
- The 'Corporate' level designed for storage of sensitive data for a period of 2 to 10 years. At least 30% of the stored space is used in oversampling for data redundancy.

Online fully warrants the durability of data archived in its 'C14' infrastructure, regardless of the theoretical durability of the service level chosen.

Under this warranty, after diagnostics are performed, any irreversible loss of data for which Online is responsible will entitle the User to compensation in accordance with the service level chosen. Online may back this warranty with a guarantee furnished by a well-known French insurance company, in connection with its business liability cover. For this purpose, in the event of a loss of

data, the User must report a claim to its insurer under its business liability or cyber risks insurance policy.

Regardless of circumstances, this compensation is capped by gigabyte lost, and is valid during the recommended storage period, provided the User has archived its data in a least two different C14 datacentres.

Level	Theoretical durability	Storage period	SLA cap
Standard	99.999999999%	3 to 6 years	€0.48/GB
Corporate	99.9999999972%	2 to 10 years	€1.89/GB

Given the nature of the Internet and the manner in which it functions, with data circulating on heterogeneous networks with varying technical capabilities and responsibilities, Online's technical liability will be limited to its own network.

Online will endeavour to provide 24/7 Internet access availability, subject to any scheduled maintenance that may require temporary technical interruptions.

#### **CLAUSE VI. ONLINE'S OBLIGATIONS AND LIABILITY**

Online undertakes to exercise all necessary care and diligence to furnish the Service to the User, in accordance with industry practice and the state of the art. Accordingly, Online owes a best endeavours obligation only.

Online undertakes to take all required measures to guarantee the security of the User's data:

- The data will be stored only on specifically localised infrastructures that are fully owned by Online SAS or its subsidiary Online Immobilier SASU.
- Online will not subcontract the C14 Service to any third party.
- Online will not use external labour (temporary employees, consultants, freelance workers, etc.) to manage or maintain the C14 Service.
- Online has taken all technical measures necessary to protect the data and keep the User's data confidential.
- Online will partition and encrypt the User's data so it can be accessed by the User only, and in no event by another user of the platform.
- Online has taken all physical security measures to prevent intentional or unintentional damage to physical infrastructures, and has followed the insurance companies' APSAD R81 and R82 recommendations.
- Online has taken all fire safety measures to automatically detect and extinguish any fire that may damage physical infrastructures, and has followed the insurance companies' APSAD R7, D2 and R13 recommendations.
- Online will not manipulate the User's data, apart from its right to perform the maintenance operations necessary to preserve the durability of the platform.
- Online complies with all statutes and has obtained all certifications enabling it to host data protected by medical, banking or military secrecy.

Online Offers the User a technical assistance service that can be accessed 24/7 from the Account Management Console and by telephone in French and English.

#### **CLAUSE VII. USER'S OBLIGATIONS**

The C14 service is restricted to businesses.

##### Compliance with the laws in force

In accordance with the laws in force, the User is reminded that the User is solely responsible for the data archived in C14.

##### Backups of stored data

As stated above, Online will be responsible for storing and preserving the data sent by the User, including in the event of its accidental destruction due to Online's technical or human error, up to the limits specified in the 'SLA and Durability' clause of these Special Terms and Conditions.

The User acknowledges that it has been fully informed that its data may be irretrievably lost by an erroneous manoeuvre on its part, in particular in the event the encryption key is accidentally or intentionally destroyed or due to an erroneous manoeuvre performed from the Account Management Console.

**Online does not save the encryption keys for obvious security reasons. The User is reminded that it is obliged to take all necessary precautions to safeguard its encryption key, in accordance with basic IT security rules.**

**Online will not be liable in the event the encryption key is lost, regardless of the cause.**

#### **CLAUSE VIII. TERM OF THE CONTRACT**

The Contract will take effect when the User archives its data from the Account Management Console.

The Contract for the C14 service is entered into:

- for an indefinite term;
- for a minimum period of one month;
- with a minimum charge of €1, excluding taxes, per month.

The service will end at the User's initiative if it makes a data destruction request from the Account Management Console.

The Contract may be terminated at the initiative of the User or Online in accordance with the provisions of the General Terms and Conditions of Sale and the Special Terms and Conditions.

The end of the Contract causes all sums owed by the User to become immediately due and payable.

Online reserves the right to change its prices at any time, provided it informs the User by email or by a notice on the Account Management Console one month in advance.

In such case, the User will have a period of one month from the time of such notice to terminate this Contract by destroying the data stored.

Otherwise, the User will be deemed to have accepted the new prices.

Price changes will apply to all contracts including those currently being performed.

## **CLAUSE IX. PAYMENT TERMS**

The User expressly authorizes Online to issue it an invoice in electronic form each month.

The invoice will be available in the Account Management Console, after authentication.

Such invoice will include the cost of storage and operations for the previous month, as well as any expenses.

The invoice will not cover a period of less than one month and the amount will not be less than €1, excluding taxes.  
Each month begun will be owed in full.

Online offers its Users the following payment options:

- by direct debit from a bank or postal current account
- by direct debit from a PayPal account after the User has been a customer for three months
- by CB, Visa and MasterCard credit cards
- by American Express credit card after the User has been a customer for three months

After receiving its login credentials, the User will be able to change the payment method using the Account Management Console.

In the case of payment by direct debit from a bank or postal current account, the User is responsible for informing its bank at the time it signs up for the services that it has granted Online direct debit authorization.

In the case of payment by credit card payment, Online will in no event be liable for the destruction of the User's data if the credit card expires.

Incomplete or improper payment will be considered a default and will lead to the procedure described below.

In the event of late payment or non-payment, if a stop-payment order is issued for the means of payment, if the credit card expires or if the bank account to be debited is closed, the User will be sent a notice to pay in a reminder letter in accordance with the following schedule:

- Reminder 1: issue date of the invoice + 2 days
- Reminder 2: issue date of the invoice + 5 days
- Reminder 3: issue date of the invoice + 8 days

If payment is not made within ten days of the issue date of the invoice, the data will be permanently destroyed and the Contract will be terminated in accordance with the provisions hereof.

## **CLAUSE X. DISPUTES**

This document is governed by French law.

In the event of a dispute concerning the interpretation and/or performance of all or part of these contractual documents, and if the Parties are unable to reach an amicable agreement, the Paris commercial courts will have exclusive jurisdiction to hear the dispute, notwithstanding multiple defendants, the joinder of third parties or summary or emergency proceedings.

## **CLAUSE XI. ASSIGNMENT**

Unless otherwise specifically agreed, neither Party may assign or transfer its rights or obligations under the C14 service to any other entity, including members of its group, or any subsidiary or company it may control within the meaning of Article L 233-3 of the French Commercial Code (*Code de commerce*), in particular in the event of a merger, universal transfer of assets or acquisition.