

SPECIAL CONDITIONS FOR ADDITIONNAL IPv4 ADDRESSES ALLOCATION

SECTION 1: DEFINITONS

“**NEXUS**” shall means Nexus Internet Services, and its operational services.

“**Customer**” and “**Client**” shall mean the customer of Nexus Internet Services

“**IP ADDRESS SERVICE**” shall mean all services relating to the supply and management of the additional IPv4 address space that is provided to the client in accordance with the technical and financial conditions defined.

SECTION 2: PURPOSE

These special conditions supplement the general conditions of service. They aim to define the conditions for booking IP address resources from Nexus Internet Services. Requests for and use of these resources are subject to full acceptance of these contractual conditions.

SECTION 3: DESCRIPTION OF THE ADDITIONAL IP ADDRESS SERVICE

Additional IP addresses shall be ordered by the Customer when ordering a compatible service (dedicated server, Cloud server, Dedicated Cloud, etc.), or else at any time directly through the Customer’s management interface. Each compatible service can be allocated a set number of additional IP addresses. The limits are defined and number accessible on the NEXUS website. Each additional IP address is invoiced on a monthly basis. An additional IP address is automatically associated with the invoicing cycle of the service to which it is allocated. Subsequently, the customer shall be invoiced for using the IP address when it renews the said compatible service. The Customer configures the parameters for use of its additional addresses using its management interface. It can thus change the compatible service for which it wants to associate a resource, but also release the IP addresses that it no longer needs.

SECTION 4: CONDITIONS FOR ALLOCATING AN IP ADDRESS TO A DEDICATED SERVER

The Customer can, if it so wishes, switch an additional IP address to another NEXUS dedicated server that it IP administers. This operation must be effected using the Customer’s management interface. The allocation of an IP address to another dedicated server is then counted in the maximum number of IP addresses that can be associated with the dedicated server. The number of additional IP addresses that can be allocated is limited in accordance with the dedicated server range signed up to with NEXUS. These limits can be viewed on the NEXUS website and directly in the Customer’s management interface. An IP address can be switched over by the administrative Contact for the original Service if such Contact is also the administrative Contact for the destination dedicated server. The IP address can also be switched over by the technical Contact for the original dedicated server if such the Contact is also the technical Contact for the destination dedicated server AND both of the dedicated servers have the same administrative Contact. Administrative Contact and technical Contact refer to the customer Accounts associated with a dedicated server as contained in the Customer management interface.

SECTION 5: PROFESSIONAL USE OPTION ASSOCIATED WITH A DEDICATED SERVER

This option offers the Customer the possibility of personalising its dedicated server by associating new options and it's in particular by increasing the maximum number of IP addresses that can be allocated to a dedicated server. The Customer can then use one or more contiguous IP address blocks whose maximum number of IP addresses ad is determined in line with the range of the associated dedicated server for which the professional use option is enabled. The entire IP address block is invoiced to the Customer however many IP addresses are actually being used. The Professional Use option associated with a dedicated server is signed up to for the entire duration of the lease of the compatible server with which it is associated.

SECTION 6: NEXUS' OBLIGATIONS

NEXUS undertakes to consider any reservation request within 7 days. If NEXUS does not respond to the Customer, the request is automatically refused. It is then up to the Customer to reapply as necessary. NEXUS undertakes to use all due care and effort to ensure successful provision of the Customer's IP addresses on the compatible service or services determined by the Customer. NEXUS undertakes to provide unlisted IP addresses and, in the event that such addresses have been listed when used by a previous customer, NEXUS shall take all due care to delist the address, or, failing this, to provide new IP addresses after five working days without obtaining such delisting.

SECTION 7: NEXUS'S LIABILITY

NEXUS shall block any IP address allocated to the Customer if it constitutes a risk to the security of NEXUS's platform, whether as a consequence of a malicious act or following detection of a flaw in the system's security. Likewise, NEXUS can block and withdraw all of the Customer's IP addresses if these contractual conditions are not complied with. NEXUS excludes all liability regarding the use made by the Customer of the IP addresses allocated to it by NEXUS. The Customer retains sole liability in the event of unlawful, fraudulent use of IP addresses that it owns. NEXUS undertakes to implement the technical resources necessary to protect the IP addresses of the Customers in particular when they are victims of software attacks. Such protection does not in any event constitute an obligation to achieve a specific result for NEXUS, which is only bound by a best-endeavours obligation. NEXUS retains the right to refuse any application for new resources without needing to justify such refusal to the Customer. Such refusal may be based on many different reasons, such as, but not limited to: non non-compliance with the provisions applicable to the allocation of the resources, non-compliance with NEXUS contractual terms, IP compliance addresses listed because of the use made of them by the Customer, or lack of available resources.

SECTION 8: CUSTOMER'S OBLIGATIONS AND LIABILITY

The Customer undertakes to use the IP address blocks allocated in compliance with the NEXUS general and special conditions. The Customer shall refrain from sending mass email messages (spamming)

through the IP addresses allocated by NEXUS. The Customer shall retain sole liability for the use of the resources that are allocated to it. The IP addresses resources allocated to the Customer cannot be sold by the Customer to a third party. The Customer shall take care of any application made by a third party relating to the use of an IP address allocated to the Customer. The Customer undertakes to use 80% of an IP address block within one month from allocation. Failing this, NEXUS retains the possibility of recovering all of the resources allocated. Likewise, the Customer must complete a form enabling the use that it makes of the IP address block to be proven. Such information may be communicated to the Regional Internet Registry in the course of audits conducted by the Registry. As a consequence, the customer undertakes to use the IP address blocks in compliance with the indications that it provided when reserving the resources. The IP address block shall be recorded in the RIR's Whois database. The customer can personalise some specific fields, which will then be available to the public. The Customer may undertake to personalise the Reverse of these additional IP addresses if desired.

SECTION 9: TERM AND INVOICING

The additional IP addresses and the IP address blocks are signed up to for an undefined period of time with a minimum obligation for one (1) month. The additional IP addresses must be renewed with the compatible service to which they are allocated. Consequently, they are suspended along with the compatible service if such service is not renewed. The IP address blocks have their own invoice period and must as a result be renewed before they expire. Likewise, when an IP address block is not used, it is automatically deleted when it expires. In the event that they should expire before the end of the lease agreement for the compatible services to which they are allocated, NEXUS shall invite the Customer to renew the IP address blocks at the same time as the compatible services concerned. The Customer determines the IP addresses that it wishes to release in its Management interface. The IP addresses are automatically suspended from NEXUS' validation of the request for termination by the Customer.

SECTION 10: TERMINATION

The Customer can terminate the option for additional IP addresses directly through its management interface. When the Customer requests removal of an IP address, NEXUS shall first check that the IP address does not have a negative reputation. This means that NEXUS shall check that the IP address has not been blacklisted by an organisation well-known for well its anti-SPAM protection or anti-fraudulent activities protection (Phishing or malicious files) such as SPAMHAUS or fraudulent activities SPAMCOP. In the event that the Customer's IP address is listed, it is up to the Customer to take all necessary steps with regard to the organisation that listed the address to ensure that they delist it. Such operation confirms that the IP address's reputation is not damaged and that, consequently, it can be reallocated to a new customer. Failing this, it cannot release the listed IP addresses and shall continue to be invoiced for use. At the same time, the Customer will not be able to ask NEXUS to allocate any more additional IP addresses.