SPECIAL CONDITIONS FOR RIPE BLOCKS

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Definitions:

RIPE: Regional registry responsible for managing IP addresses for the European continent and parts of Asia.

1: OBJECT

These special conditions supplement the general conditions of service and the special conditions of leasing a dedicated server.

They aim to define the conditions for booking blocks of IP addresses from OVH.

Applications and use of these resources are subject to full acceptance of these contract terms.

2: CONDITIONS OF ACCESS TO SERVICE

Blocks of IP addresses can be assigned to any customer with a customer ID (nic-handle) and a dedicated server (provided they have activated the professional use option and according to the range of server).

Ordering blocks of IP addresses is available in the Customer's management interface.

IP's can only be assigned by block and the number of IP addresses attributable to the Customer is limited by OVH of up to 512 IP addresses.

This allocation is limited to one renewable month. Booking addresses in the long term is prohibited. This allocation is subject to actual use of at least 80%.

The Customer must complete a form containing information which will appear on the Whois database for all assigned IP addresses and those relating to its block (corporate identity and block use).

3: OBLIGATIONS OF OVH

OVH undertakes to consider any reservation applications within 7 days. Failing a response by OVH to the Customer, the request is automatically denied. In that event, it is up to the customer to reapply.

OVH does not guarantee the availability of IP address blocks reserved by the Customer. OVH is committed to do its best to provide the Customer, the IP address blocks reserved but retains the possibility of providing the customer with any other equivalent block in case of the unavailability of the block scheduled. OVH does not guarantee that the IP address blocks contain contiguous addresses.

In any event, the IP address blocks are quantitatively limited and their availability is hypothetical. OVH does not guarantee the availability of IP address blocks.

OVH does not guarantee the permanence of IP addresses to the Customer. IP addresses can be reassigned at any time to another Customer. If the responsibility of the Customer is put into play for a prior use of an IP address, OVH is committed to communicate to the Customer (new holder of the IP) the name of the Customer (old holder of the IP) concerned by the use of the IP address at the relevant time, if this name is known by OVH.

OVH is committed to exercise all necessary care and diligence for proper information dissemination, provided by the Customer when editing the Whois of IPs.

OVH is committed to exercise all necessary care and diligence for the proper implementation of Customer's IP addresses on the type of dedicated server(s) chosen by the Customer.

OVH is held, in accordance with RIPE, to use at least 80% of the resources that have been allocated. In this sense, any request by the Customer must meet this same requirement.

Therefore, OVH is committed to refuse an application for this resource if the applicant does not vouch on the form to use at least 80% of the IP addresses.

If the Customer does not agree to requests by OVH and does not conform to the provisions of RIPE, within 48 hours, OVH can remove the IP addresses that are underused or misused by the Customer or all the block of addresses assigned to the Customer.

In the case where the use of the block(s) does not match the description on the form, OVH will inform the Customer and will ask him to review the use of address blocks OR the mentions on the form.

Finally, if OVH is aware of the use of multiple IPs for one service that is not justifiable with such a large number of IP addresses, OVH will inform the Customer and ask him to review the use of their IP address block(s).

If the Customer does not agree to the requests of OVH and does not conform to the provisions of RIPE, within 48 hours, OVH can retrieve the IP addresses that are underused or misused by the Customer or all the block of addresses assigned to the Customer.

Any new requests by the Customer can/will be rejected by OVH.

IP address resources are limited. It is the Customer's responsibility to use additional addresses in a reasonable manner.

OVH is committed to do its best to inform the Customer of changes in RIPE conditions. However the Customer must also inform OVH of any changes or developments to his own status.

4: **RESPONSABILITIES OF OVH**

OVH reserves the right to block any IP assigned to the Customer if it constitutes a danger to the continued safety of the OVH hosting platform. For example, resulting from a malicious act or detecting a flaw in the security system.

Similarly, in the case of non compliance with these contract terms, OVH can proceed in blocking and removing all the Customer's IP addresses,

IP address blocks are subject to the contractual terms of the RIPE organisation. In this sense, OVH is required to ensure the proper use of IPs assigned to its Customers. OVH must then be able to justify the use of at least 80% of its allocated IP addresses.

OVH disclaims any liability of Customer usage of IP addresses which have been assigned to them by OVH. The Customer remains solely responsible for any misuse, fraudulence or inconsistencies with the contractual terms of the RIPE IP addresses which they hold.

OVH disclaims any responsibility for the accuracy of information supplied by the Customer filled out on the form to complete the whois.

OVH is committed to put in place the technical tools for protecting the Customer's IP addresses. This also includes if they are victims of computer attacks. This protection does not hold OVH in any way under an obligation that would result in OVH liable to an expense. OVH only answers its obligation in all best efforts and to the extent of its duty.

OVH reserves the right to audit, specially through its technical tools, customer's IP address usage without prior authorisation from him.

OVH reserves the right to refuse any request for new resources, without having to justify this right to the Customer. This refusal may be motivated by multiple reasons such as but not limited to: failure to use resources already allocated, non-compliance with the provisions applicable to the allocation of resources, non-compliance with contract terms of OVH, lack of available resources, incorrect information etc…

The information provided by the Customer in connection with the reservation of IP addresses are

stored by OVH for the duration of the service. These are necessary in the context of resource requests made by OVH from RIPE and will be used with this organisation to characterise the utilisation rate and type of activity performed on the addresses already assigned. OVH will not communicate in any event, such information to other third parties.

5: OBLIGATIONS AND RESPONSABILITIES OF THE CUSTOMER

The country declared by the Customer must match the company's headquarters or any of its facilities for a corporate body and must match the country of residence for an individual.

The Customer guarantees the authenticity of the information and shall supply OVH with any changes to their situation which is likely to require an update of information contained in their IP block, namely:

Customer's network name
Network description

The Customer undertakes to use the resources allocated by OVH of at least 80% within one month from the assignation. Otherwise OVH exercises the right to reclaim all resources allocated, the Customer will be invited to book new IPs but in a greater volume corresponding to their actual use.

The Customer undertakes to only request additional address blocks if the block or blocks they have used is greater than or equal to 80%.

The Customer undertakes to use the IP address blocks allocated in accordance with RIPE conditions: http://www.ripe.net/docs/ipv4-policies.html

The Customer warrants to obey any RIPE injunctions concerning IP address blocks provided by OVH.

The Customer warrants to demonstrate his need for IP addresses and that the need occupies 80% of the address block reserved. In this sense, the Customer undertakes to respond to any requests by OVH or RIPE within 48 hours. This application should include the usage level of the block, the nature of their use and their conformity with the specific use in the form.

If used in non accordance with the obligations of this contract or with the provisions of RIPE, the Customer undertakes to respond to the injunctions of OVH or RIPE and to comply with them, within 48 hours.

Failing consistent use with the injunctions of OVH or RIPE, the Customer agrees that either the underused or misused addresses or the entire address block, is withdrawn, at OVH's discretion.

The Customer acknowledges that in the case of misuse of IP address blocks, OVH will refuse any subsequent order of blocks of IP addresses.

The Customer, under the present conditions, herby submits to the RIPE conditions, which can change independently of the will and specifications of OVH. The Customer undertakes to respect the RIPE conditions as they are known.

The Customer is forbidden to send any mass emails (spam) through the IP addresses assigned by OVH. More generally, the Customer shall refrain from any unlawful or fraudulent activity through the IP addresses assigned by OVH.

The Customer remains solely responsible for the use of resources assigned.

The Customer undertakes to self manage any specific requests by a third party which relate to the use of an IP address that has been assigned to them.

6: PERFORMANCE, PRICE AND PAYMENT

1) Customer orders a block of IP addresses through their management interface.

To reserve IP addresses, installation costs will be billed to the Customer. The installation costs can vary depending on the size of the block of addresses requested.
This amount will be determined by a fee schedule on the ovh.co.uk site.

2) After payment and validation of the order, the Customer will be asked to complete the booking form which contains the information that is included in the Whois database of assigned Customer IP addresses.
Failure to complete the required form will result in the IP addresses not being assigned.