



Hosted Private Cloud Agreement - Terms and Conditions

These Terms and Conditions apply to the Hosted Private Cloud Agreement and are in addition to the General Terms and Conditions set by Quantix IT Services (the Company). If there is any conflict between the two, the General Terms and Conditions will take priority unless the Company agree otherwise in writing.

1. Definitions

In these Conditions, and every Estimate, Quote, Sales Order, Plan, Agreement, or other arrangement in connection with the supply of Private Cloud Hosting by Quantix IT Services the following words have the following meanings:

- 1.1. **Storage Space** - Dedicated storage resource (usually a NAS-type resource presented as a datastore) provided and managed in a Client's Hosted Private Cloud environment. This resource uses disk space in the Hosted Private Cloud environment to provide additional capacity that can be accessed by the Client.
- 1.2. **Range** - Defined as the generation of a Virtual Datacentre added to the Client's infrastructure. Each Virtual Datacentre has an associated range.
- 1.3. **Hosted Private Cloud** - All the Virtual Datacentre(s) hosted on the Company's Infrastructure. The Hosted Private Cloud is managed by the Company through their Virtualisation Interface. The Virtual Machines and Storage Spaces provided to the Client as part of the Hosted Private Cloud Service are reserved for the Client.
- 1.4. **Infrastructure** - Structure established by the Company to host the Client's Hosted Private Cloud services, including notably the network, bandwidth, physical resources, and Virtualisation.
- 1.5. **Virtualisation Interface** - Third-party software that allows the Company to manage the Client's Hosted Private Cloud environment and associated services, particularly to create and manage the Client's Virtual Machines.
- 1.6. **Virtual Machine** - A non-physical server that uses Virtual Datacentre resources and is installed on the Hosted Private Cloud network. Each Virtual Machine is managed independently from the others in the Client's Virtual Datacentre.
- 1.7. **Client Network** - Resources external to the Hosted Private Cloud network used by the Client to communicate with the Resources provided by the Company. These may be the Client's own resources or resources provided and/or hosted by third parties on the Client's behalf.
- 1.8. **Virtualisation** - A technology that involves running multiple operating systems, Virtual Servers, or applications on the same physical server.
- 1.9. **Right Sizing** - An initiative undertaken by the Company on behalf of the Client to confirm that the sizing of the Virtual Machines is acceptable to address the current business requirements of the Client. Following the Right Sizing initiative, adjustments to the sizing of the Virtual Machines can be completed by the Company on behalf of the Client.
- 1.10. **Base Size** - As agreed upon by the Client and confirmed by the Company, correct sizing (i.e., processor, memory, and data storage) of the various Virtual Machines within the Client's Hosted Private Cloud. The "Base Size" forms the minimum levels of Services applicable for the Client's pricing during the term of the Agreement.

2. Purpose

These Specific Terms and Conditions set out the specific conditions, including the terms of use and financial conditions, applicable to the Hosted Private Cloud services (hereinafter referred to as the "Service(s)"). They supplement the General Terms and Conditions currently in force.

3. Description of the Services

- 3.1. As part of the Service, the Company provides the Client with a "Hosted Private Cloud" consisting of one or more Virtual Datacenters within a secure private network.
- 3.2. The virtual resources provided as part of this Service are dedicated and exclusive to the Client.
- 3.3. The Hosted Private Cloud Service is intended for professional users and allows the Client to use their own secure private network.

- 3.4. The Service may have limitations (i.e., the number of Virtual Machines that can be used in a Hosted Private Cloud, traffic, bandwidth, etc.). The Client agrees to comply with these limitations.
- 3.5. As part of the Service, the Company is the resource manager for IP addresses. The Company is responsible for managing them appropriately to ensure the proper functioning of the Service. The Client is responsible for having sufficient IP address resources to assign an IP address for each of their Virtual Machines. The Client is therefore solely responsible for using the resources in IP addresses allocated or leased as part of the Service.
- 3.6. For a period not exceeding 30 days from the commencement of the initial availability of the Virtual Machines within the Client's Hosted Private Cloud Service, a "Right Sizing" initiative will be undertaken to confirm the "Base Size" of the Client's VM Machines.
- 3.7. At any point during the term of the Agreement, additional Virtual Machines can be added to the Client's Hosted Private Cloud Service, upon written request from the Client and written agreement by the Company.
- 3.8. At any point during the term of the Agreement, sizing of the various Virtual Machines can be increased to address the Client's business requirements. The monthly cost point of the Virtual Machines will be reflective of any increases to the sizing of the Virtual Machines affected.
- 3.9. The sizing of the Virtual Machines, for the duration of the term of the Agreement, cannot be reduced beyond that of the initial "Base Sizing" in place at the commencement of the Agreement, following the completion of the "Right Sizing" initiative.
- 3.10. Increases or decreases in the sizing of the Virtual Machines are provided in 8GB allotments of memory.
- 3.11. At any point during the term of the Agreement, to address the Client's business requirements, the sizing of the Storage Space can be increased beyond the initial "Base Sizing" in place at the commencement of the Agreement.
- 3.12. The Storage Space cannot be reduced once any increases in sizing have been applied, for the duration of the term of the Agreement.
- 3.13. Increases in the sizing of the Storage Space are provided in 1TB allotments.

4. Terms of Service

- 4.1. The contracted Services are delivered by the Company under the conditions stipulated in this Agreement, as well as the Terms of Conditions in force, that remain fully applicable between the Parties.
- 4.2. The Client confirms that they have ensured that the contracted Services meet their needs.
- 4.3. The Client acknowledges that they have (i) read and (ii) accepted this contractual document, "Hosted Private Cloud Agreement", of which they are invited to save or print a copy.

5. Effective Date

This Agreement takes effect as of the date specified in the Agreement (the "Effective Date") for the duration defined in the Agreement.

6. Commitment Period

- 6.1. The Client undertakes to use all the Contracted Services for a period of 36 months as of the Agreement Effective Date (The "Initial Commitment Period").
- 6.2. If the Client stops using all or part of the Contracted Services before the end of Initial Commitment Period, the Client will pay to the Company the full price for all the Contracted Services for the entire Initial Commitment Period. The balance must be paid immediately.
- 6.3. After the Initial Commitment Period, if the Client elects to continue using all or part of the Contracted Services, a new Agreement will be prepared by the Company and signed by the Client, with revised pricing reflective of that point in time.

7. Maintenance

- 7.1. To ensure that the Services are working properly, the Company carries out maintenance operations.
- 7.2. These maintenance type operations are not reflective of Microsoft OS Security patching, which is handled as a separate initiative via a Managed Service provided by the Company, based on the terms & conditions of that service.
- 7.3. The Company shall inform the Client of any planned maintenance operations either via email to the identified Internal IT Contact by the Client, by contacting them directly by phone, or by any other means. These communications will clearly describe the type of maintenance planned.
- 7.4. Types of Maintenance: There are three (3) types of maintenance operations that can be performed by the Company.

7.4.1. Emergency Changes for Critical Events

- 7.4.1.1. This type of maintenance is defined by updates, patches and/or modifications to the infrastructure, hardware, firmware, software, or any other component. The consequences of not applying this maintenance could include:
 - 7.4.1.1.1. loss of compliance with security certifications
 - 7.4.1.1.2. endangering the security and stability of the system
 - 7.4.1.1.3. exposure to critical vulnerabilities
 - 7.4.1.1.4. loss of service to a wider customer base
 - 7.4.1.1.5. data loss (belonging to the Company or the Client).
 - 7.4.1.2. Once The Company becomes aware of the problem with a clear understanding of the impact and has an analysis/validation from its security teams, the relevant information is shared with the Client, indicating that the Company is working on a solution. Within hours of this first communication, the Client is informed of the process that will be followed, when and how it will be applied to the environment, the actions to be taken, and the level of impact for the Client, ranging from a minor impact on a given component to a major impact resulting in the interruption of one or all components.
 - 7.4.1.3. Given the impossibility of predicting how many critical vulnerabilities will be revealed at any given time during a calendar month, there is no limit to the number of emergency change tasks to be performed. Due to the criticality of the tasks to be performed, these can be undertaken at any time during the calendar month. In cases where the Company relies on the provider to provide a patch or fix, the Company will then have to extend this repair period to include the time required by the manufacturer.
- 7.4.2. Standard**
- 7.4.2.1. These maintenance tasks are not critical or urgent in nature. They are of medium criticality, but do not pose a security problem or a risk regarding loss of compliance.
 - 7.4.2.2. They will be communicated to the Client at least seventy-two (72) hours in advance.
 - 7.4.2.3. These tasks may or may not trigger downtime, but it is recommended that the Client prepares in advance to avoid any possible business interruption.
- 7.4.3. Normal**
- 7.4.3.1. These tasks have little or no material impact that will result in a loss of service to the Client. They can have a criticality level ranging from low to high.
 - 7.4.3.2. The Client will be notified at least seventy-two (72) hours in advance.
 - 7.4.3.3. There is no limit to the number of tasks that can be performed.
- 7.5. As part of its lifecycle management, the Company updates the infrastructure with planned maintenance.
- 7.5.1. During this process, it is possible that the Virtual Machines will be forcefully updated, if this is required for proper maintenance.
 - 7.5.2. If the Virtual Machines require a reboot to complete the update, upon confirmation from the Client, the Company shall perform the reboot of the affected Virtual Machines so that they are up to date without any downtime.
 - 7.5.3. The required reboot of the Virtual Machines MUST BE completed within a 24-hour period following the update. If the reboot is not carried out within this time, the Company shall carry out the reboot at the end of that period. The reboot will create downtime for the Client's affected Virtual Machines.
- 7.6. Furthermore, when the Client's failure to apply an update poses a security risk (to the Client, the Company, and/or third parties):
- 7.6.1. the Company reserves the right to restrict or suspend the Service of the Client.
 - 7.6.2. the Company shall inform the Client immediately if applicable.
- 7.7. The Client is solely responsible for the maintenance and updates of systems and applications that are installed on Virtual Machines, which are outside the scope of the Company, unless previously agreed upon in writing between the Client and the Company.
- 7.8. The Client acknowledges that Hosted Private Cloud Services are developed at the sole discretion of the Company, its partners and third-party publishers who provide the solutions used as part of the Service according to their own schedules. The Client may be required to move to a later version of Hosted Private Cloud Services to ensure that the Service runs effectively.

8. Limits and Restrictions

- 8.1. The Client acknowledges that, for security reasons, certain features, and protocols (such as IRC or peer-to-peer file sharing) may be subject to restrictions as part of the Service. The use of proxies and anonymization services are prohibited.
- 8.2. The Client is responsible for using the Service in accordance with the user licences of each integrated solution. The Company reserves the right to perform checks to ensure that the Client is complying with these conditions of use,

and to suspend the Service when the Client does not comply with the terms and conditions of use of the Services, applicable laws, and regulations, and/or third-party rights.

9. Business Continuity

- 9.1. The Client is reminded that, unless stipulated otherwise, the Hosted Private Cloud Service does not include a Business Continuity Plan (“BCP”) or Disaster Recovery Plan (“DRP”).
- 9.2. As such, the Client is responsible for implementing their own BCP and/or DRP; they can order Hosted Private Cloud Services in different datacentres, allowing them to have resources in different risk environments.
- 9.3. The Client must then take the necessary technical and organizational measures to ensure the continuity of their business activity in the event of a major malfunction that could affect the availability, integrity, or confidentiality of their Service.

10. Backups

- 10.1. The Company makes no commitment to back up the Client’s data hosted on the Hosted Private Cloud.
- 10.2. It is therefore the Client’s responsibility to take all necessary measures to back up their data in the event of loss or damage to shared data, for any reason, including data not expressly mentioned in these conditions.
- 10.3. The Client may use the offered Backup Services offering provided by the Company as a solution for this measure.

11. Service Level of Agreement

- 11.1. The SLA applies to a service level based on the Virtual Datacenter and the Range added. If a shared component is used for one or more Ranges, it must be treated as a separate incident.
- 11.2. When the Client decides to add a Virtual Datacentre from a certain Range, the chosen Range determines the Specific Terms of Service and the SLA level applicable to that Virtual Datacentre.
- 11.3. “**Maximum Available Minutes**” is the total number of minutes accumulated in a billing month for a given Virtual Datacentre, during which the Hosted Private Cloud was deployed as part of a subscription.
- 11.4. “**Downtime**” is the total number of minutes accumulated in a billing month for a Hosted Private Cloud during which the Service was not available. Except for any unavailability caused by the Client or due to a use of the Service that does not comply with the terms of the Agreement, a given minute is considered unavailable if:
 - 11.4.1.all Virtual Machines in a Range have no connectivity for five (5) consecutive minutes
 - 11.4.2.none of the Virtual Machines can access the storage for five (5) consecutive minutes
 - 11.4.3.none of the Virtual Machines can be started for five (5) consecutive minutes
 - 11.4.4.the Virtual Machine has no connectivity for five (5) consecutive minutes
 - 11.4.5.if several conditions are met at the same time, the event with the longest duration will be considered to determine the number of unavailable minutes.
- 11.5. The SLA monthly availability rate is set at 99.95% for the entire Service, and the associated service credits are:

Monthly Availability Rate	Service Credit
Less than 99.95%	5% of the monthly price of the affected service
Less than 99.00%	20% of the monthly price of the affected service

- 11.6. Service credits must be claimed by opening a support ticket with the Company. The Client must claim these service credits no later than 30 days after the incident occurs. The Company retains the right to confirm and approve all Service credit requests.
- 11.7. “**Monthly Availability Rate**” shall be understood to mean: the total number of minutes in the month in question minus the number of minutes of unavailability over the month in question, where the total is divided by the total number of minutes in the month in question.
- 11.8. To calculate the service credits, periods of unavailability are calculated when the incident is reported to the Company by opening a support ticket via email to support@quantixit.com followed by a phone a call to support, until the outage is resolved and confirmation of the resolution is communicated by The Company.
- 11.9. Service credits shall be calculated using the following formula:
$$[(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}] * 100$$
- 11.10. The service credits set out in the event of non-compliance with the SLAs represent a flat-rate compensation for any damage resulting from this non-compliance. As a result, the Client renounces the right to submit any other request, demand and/or action.
- 11.11. If a single event results in multiple SLAs being violated for the same Service, the service credits are not added together. In this case, the service credit that is the most generous to the Client is applied.

- 11.12. The total cumulative monthly amount (all incidents and SLAs combined) of service credits that can be owed by the Company is capped at 20% of the monthly cost of the impacted Service.
- 11.13. Credit notes are issued when the Client has paid all their due bills in due time and are deducted from the invoice for the month following the Company's receipt of the Client's claim, provided that all outstanding invoices issued by the Company have been paid by the Client.
- 11.14. If the Client's intervention is necessary for the diagnosis to be established or for the incident to be resolved, and the Client is not available or does not collaborate with the Company, the corresponding period is not counted as downtime, response time or repair time.
- 11.15. Service credits are not payable in the event non-compliance with the SLA results from:
- 11.15.1. events or factors outside of the control of the Company, such as but not limited to cases of force majeure, pandemic, third parties, faults or incorrect usage of hardware or software under the Company's management
 - 11.15.2. failure on the Client's part to fulfil the obligations listed as part of this Agreement including a lack of cooperation towards resolving the incident and validation
 - 11.15.3. incorrect or inappropriate usage of the Service by the Client (including incorrect network configuration, Storage Space saturation, or inappropriate use of system components, software or other elements used by the Client as part of or within the Services)
 - 11.15.4. scheduled maintenance
 - 11.15.5. a suspension of Services because of the Termination of Services
 - 11.15.6. a network threat breach that results from lack of proper threat protection being implemented by the Client in the Hosted Cloud Services environment of the Client
- 11.16. In the scenarios listed above, and subject to point (iv), the Company reserves the right to bill the Client for the intervention carried out to re-establish availability, if any.
- 11.17. The causes of unavailability, particularly the detection of the exclusion cases defined above, may be determined by any means. This is mainly done using elements from the Company's information systems (i.e., connection data, monitoring, etc.), which are expressly agreed between the Parties as valid and admissible evidence.

12. Service Termination

- 12.1. In the event of non-renewal or termination of the Hosted Private Cloud Service, for any reason, all virtual workloads, data, and information contained will be automatically and irreversibly deleted.
- 12.2. Before the Hosted Private Cloud Service expires, or before terminating or deleting a Hosted Private Cloud Service, the Client is required to perform the backups and data transfers necessary for continued storage.
- 12.3. The Company deletes and destroys disks at the end of the Service in accordance with the established, documented procedures:
- 12.3.1. The deletion of data on the hard disk or network, is carried out by overwriting the data (cleanup by overwriting in one go)
 - 12.3.2. Data on an SSD disk or array is deleted using the logical erasure procedure (block erase in one go) or by removing the encryption key (PSID revert)
 - 12.3.3. In all cases, when the storage device is removed from its rack, the data shall be erased before being removed from the rack. The device is destroyed if an error occurs during the deletion process
 - 12.3.4. Storage devices are destroyed using dedicated machines in a secure space in each datacentre

13. Duration

- 13.1. The Client agrees to use the Service for the entire subscription duration as per the terms of the Agreement.
- 13.2. During the commitment period, for the resource under commitment, the Client:
- 13.2.1. is authorised to upgrade the Base Size of their existing Hosted Private Cloud (i.e., more RAM and CPU resources per Virtual Machine, larger Data Store). In this case, the Client renews their subscription period for the same duration as the one initially chosen.
 - 13.2.2. is responsible for managing the renewal dates of all their Hosted Private Cloud Services.
 - 13.2.3. is not authorised to downgrade their Hosted Private Cloud Service beyond the original Base Size implemented at the beginning of the Agreement.
 - 13.2.4. the switch to a higher configuration is billed to the Client at the time of the request according to the price applicable to the new configuration.
 - 13.2.5. The delivery time is established by the Company based on the data available within its information system, which is authoritative and fully binds the Client.

14. Billing and Payment

- 14.1. During the term of the Agreement, as well as when the Service is renewed:

- 14.1.1.a bill is issued to the Client on or about the beginning of each calendar month.
- 14.1.2.the Service is billed for the month in advance.
- 14.1.3.if the Service is upgraded mid-month, a prorated charge for the upgraded Service will be applicable for the month in arrears on the next monthly invoicing cycle.
- 14.2. If the Company does not receive the associated payment within the defined timeframe as identified on the bill (i.e., Net 15):
 - 14.2.1.an email will be sent to the Client requesting that they pay the amount of their outstanding bill immediately.
 - 14.2.2.in the event the outstanding balance amount is not paid, the Company reserves the right to immediately suspend the Hosted Private Cloud Service.

15. Renewal

- 15.1. The Agreement for Services can be renewed at the end of the existing Agreement term with a new Agreement for an additional term duration (36 months).
- 15.2. The new renewal Agreement will be based on the Company pricing applicable at the time of renewal, based on the Private Cloud Hosting Service in place for the Client at the time of renewal.
- 15.3. If the Client does not wish for the Service to be renewed at the end of the initial Agreement period, the Client must notify the Company via email a minimum of 60 days prior to the end of the existing Agreement term.
- 15.4. It is the Client's responsibility to monitor the Agreement timeline and act accordingly within the provided timelines.

16. Responsibilities

- 16.1. The following management responsibilities for the Hosted Private Cloud environment are provided solely by the Company as part of the Service.
 - 16.1.1.Hosted Private Cloud Infrastructure Hardware
 - 16.1.2.Virtualisation Interface
 - 16.1.3.Software installed on behalf of the Client
 - 16.1.4.Software provided by the Company
 - 16.1.5.Virtual Machines provided by the Company
 - 16.1.6.Data Stores provided by the Company
 - 16.1.7.Data Backup Services provided by the Company
 - 16.1.8.Environment Administration
 - 16.1.9.Infrastructure Availability
 - 16.1.10. Data Recovery
 - 16.1.11. Deleting data upon termination of Service
 - 16.1.12. Hosted Private Cloud Network Security
- 16.2. Under no conditions will the Client be granted administrative or management type access to the Hosted Private Cloud environment. This is inclusive of the entirety of the environment (i.e., Infrastructure Hardware, Virtualization Interface, Virtual Machines, Data Stores, etc.).
- 16.3. Access to Client systems and software installed on one or more of the Virtual Machines within the Hosted Private Cloud Service will be provided to the Client via remote access type functionality provided by the Company.
- 16.4. Access to Client systems and software installed on one or more of the Virtual Machines within the Hosted Private Cloud Service will be provided to 3rd party sub-contractors of the Client via remote access type functionality provided by the Company, as requested by the Client and approved by the Company.
- 16.5. All remote access by sub-contractors of the Client will require real-time monitoring by a member of the Company. This is done to enforce adherence to Company procedures and policies.
- 16.6. All remote access provided to sub-contractors of the Client will be provided on a temporary basis, during which all activities carried out within the Hosted Private Cloud Service will be monitored and approved by the Company.
- 16.7. All scheduled remote access required for sub-contractors must be requested by the Client via a support ticket to the Company a minimum of 2 business days prior to the access window required. In the event of a break/fix scenario, remote sub-contractor access will be provided as Company resource scheduling permits.