SPECIFIC CONDITIONS FOR PROFESSIONAL SERVICES

Version dated March 3, 2025

What's new? This updated version aims at simplifying and making the document easier to read.

History: If you wish to consult the previous version of this document, click here.

1. WHAT IS THIS DOCUMENT ABOUT?

These Specific Conditions of Service (SC) define and govern the conditions under which OVHcloud provides professional services. They supplement the current General Terms of Services (GTS), or if applicable the provisions of the agreement executed between the Parties.

2. DEFINITIONS

"**Changes**": changes in Deliverables, including changes in documentation, delivery arrangements, time schedule or any other changes related to Professional Services.

"**Deliverables**": all materials in whatever form including but not limited to any report, document, data, design or any other material generated during the provision of the Professional Services and/or which result from the Professional Services whether by OVHcloud, or both parties jointly.

"**Order**": These SC together with any quote, order of Professional Services and/or document, to which these SC are attached, submitted by OVHcloud to the Client. The Order shall become effective and binding on OVHcloud and Client, upon mutual execution of the quote and/or any document submitted by OVHcloud referring to these SC. Under no circumstances shall any conflicting or additional terms in a Client's purchase order or purchasing conditions or similar document be binding on OVHcloud.

"**Professional Services**": professional services supplied by OVHcloud to Client hereunder as detailed in the quote or Order form attached or any document referring to these SC.

3. PROVISION OF THE PROFESSIONAL SERVICES

3.1. Personnel

OVHcloud shall assign personnel of appropriate qualification and experience to perform the Professional Services. Subject to the provisions of the GTS, OVHcloud may freely subcontract all or part of the Professional Services to any third party.

Notwithstanding any degree of supervision exercised by Client over Professional Services, including OVHcloud's personnel working on the Services Professional, such personnel shall, at all times, be deemed to be the employees of OVHcloud. Under no circumstances shall the relationship of employer and employee be deemed to arise between Client and OVHcloud or OVHcloud's personnel.

Each Party shall appoint an authorized representative to be the other party's principal contact for all matters related to the Professional Services. OVHcloud's representative shall directly supervise, control and be primarily responsible for performance of the Professional Services, including day-to-day matters.

3.2. Delivery

OVHcloud will deliver the Deliverables set forth in the Order attached or referring to these SC.

OVHcloud will exercise reasonable care and skill in providing the Professional Services and Deliverables in accordance with the characteristics stated in the Order. The Parties hereto acknowledge and agree that OVHcloud is subject to an obligation of means hereunder with that respect.

3.3. Changes

Client may request, and OVHcloud may recommend, at any time prior to acceptance of the Deliverables, any Changes. In that event, the Parties shall discuss the impact of said Change on the Professional Services

timeline, Price, and Deliverables and formalize their agreement regarding said Changes upon mutual written agreement.

3.4. Acceptance

Unless Client has informed OVHcloud in writing of its rejection, within 10 (ten) days following receipt of the Professional Services and/or Deliverable by Client, the Deliverables and Professional Services shall be deemed accepted by Client.

Minor defects in the Professional Services or Deliverables shall not prevent their acceptance if they do not affect their use or application. OVHcloud will correct and redeliver any Deliverable that do not materially meet the corresponding specifications set forth in the Order.

4. PRICES AND PAYMENT

Except if expressly stated otherwise in the Order, prices are exclusive of travel and accommodation expenses. Any travel and accommodation expenses shall be reimbursed by Client against invoices.

Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any Order and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.

All payments are non-refundable. Prepaid Professional Services must be consumed by Client within one year following their purchase.

OVHcloud's invoices shall be payable within fifteen (15) days of the date of invoice receipt.

5. INTELLECTUAL PROPERTY RIGHTS

Client acknowledges that the copyright in all material produced by OVHcloud prior to the commencement of the work related to the Professional Services shall remain vested in OVHcloud.

In consideration for the complete payment of the Professional Services price, OVHcloud grants the Client a non-exclusive licence to use the Deliverables for its sole internal non-commercial use, in accordance with these conditions. Notwithstanding any contrary provision, the Client remains solely responsible for acquiring all authorisations and usage rights, and OVHcloud does not grant Client hereunder any right or authorisation regarding any element and content (including Third Party Product, data, software, applications, systems, websites, etc.) which Client uses and operates in relation to the Professional Services. Client retains all intellectual property rights in the content it provides hereunder to OVHcloud for the performance of the Professional Services.

6. TERMINATION

Any Order may be terminated with immediate effect by written notice by the non-defaulting party in the event that (i) the other party commits a material breach of its contractual obligations and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof; or (ii) the other party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of such other party's business or if an administration order is made in respect of such other party or (iii) if there is a significant change in the ownership or control of the Client.

OVHcloud shall be entitled to terminate any Order at any time with thirty (30) days' written notice to the Client. Upon termination, Client shall immediately pay for Deliverables delivered and for Deliverables in progress at the time of said termination.