

## SPECIFIC CONDITIONS FOR ADDITIONAL IP SERVICE

Version dated March 17, 2025

### What's new?

This updated version aims at:

- Adding IPV6 Addresses in the scope of Additional IP Service, and
- clarifying, simplifying and making the document easier to read.

### History:

If you wish to consult the previous version of this document, click [here](#).

## WHAT IS THIS DOCUMENT ABOUT?

These SC set out the terms of use and financial conditions applicable to the Additional IP Services (hereinafter referred to as the “**Additional IP Service(s)**”).

These SC supplement the GTS in force.

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### 1. DEFINITIONS

“**IP Address(es)**”: Identifier of a host attached to a public IP network connected to the public Internet, allowing it to reach the host.

“**IPv4 Address**”: Internet Protocol version 4 address.

“**IPv6 Address**”: Internet Protocol version 6 address.

“**IP Address Block**”: A contiguous set of IP addresses grouped by the same suffix (network mask).

“**IP Reputation**”: Level of trustworthiness of an IP Address based on its history. The IP reputation is provided by a third-party managing a real time blacklist (such as SPAMHAUS, BARRACUDA blacklist, etc.).

“**Compatible Service(s)**”: All Services, such as the use of products and OVHcloud Elements (infrastructures, network, etc.) provided by OVHcloud to the Client that are compatible with the Additional IP Service, as specified on the Website.

**“Regional Internet Registry” or “RIR”:** A regional entity that provides and manages public IP addresses for a given geographic region.

**“WHOIS”:** A global database containing administrative information related to IP addresses listed on the public Internet.

## 2. WHAT IS ADDITIONAL IP SERVICE?

### **What can the Client do with Additional IP Service?**

It enables the Client to assign, release and transfer IP Addresses or IP Address Blocks to Compatible Services. Depending on its needs, the Client can order either IPv4 addresses or IPv6 addresses. Compatible Services can differ between using single IP addresses or block of IP addresses and also between IPv4 or IPv6 versions.

The Additional IP Service does not enable to:

- assign the same IP Address from the same IP Addresses block to several services simultaneously.
- individually assign IP addresses from the same IP Address Block across different services.

### **Can the Client use the Service in any Region?**

**NO, the Client cannot.**

Upon Order, the Client assigns the IP Address or IP Address block to Compatible Services located in a specific Region. The Additional IP Services will be located only in the Region of the Compatible Service selected. It cannot be modified afterwards. The Client may not use its IP addresses on a Region other than the one selected at the time of Order.

### **Does Additional IP Service include IP address protection?**

To the extent technically and commercially reasonable, OVHcloud implements technical tools that can be used to protect Clients' IP Addresses, particularly when they are victims of cyber-attacks. However, this protection shall not relieve the Client of its responsibility to implement its own security tools and policies.

## 3. ORDER AND DELIVERY OF ADDITIONAL IP SERVICE

### **Where can the Client order Additional IP Service?**

After ordering a Compatible Service, the Client can order Additional IP per unit or per block via the Control Panel or the Website.

### **How many Additional IP addresses can the Client order?**

The Client can order a maximum number of IP addresses per Compatible Service and per Account. The exact quota is indicated on the Website, depending on the regional availability and the Compatible Services.

### **Can OVHcloud refuse any new order?**

Yes, the allocation of Additional IP addresses is subject to many conditions some of them beyond OVHcloud control. OVHcloud may therefore refuse requests for instance due to Client's non-compliance with the provisions applicable to the allocated resources, non-compliance with OVHcloud contractual terms, to IP addresses blacklisted due to their use by the Client or lack of available resources.

### **What is the delivery time?**

OVHcloud will use commercially reasonable efforts to deliver the IP Address available to the Client within ten (10) working days following the Order.

## 4. OWNERSHIP OF IP ADDRESSES

OVHcloud grants only the Client the right to use the IP Addresses and/or IP Address Block included in the Client's Additional IP Services. Regardless of the duration of the Client's use of the Additional IP Services, OVHcloud does neither transfer ownership nor holdership of the IP Addresses and/or IP Address Block to the Client, and OVHcloud remains the sole holder of the IP Addresses or IP Address Block.

## 5. PAYMENT

Upon the Order of the Service and its renewal, an invoice issued and paid automatically using the payment method registered by the Client. The Client shall choose from the methods available and register a valid payment method on their Client Account.

## 6. DURATION AND RENEWAL

**Duration.** The Additional IP Service is ordered for an initial period of one (1) month. After, the Additional IP Service is automatically renewed under the conditions set out below, except in the event of termination by one of the Parties at least 24 hours before renewal.

**Renewal Periods.** The first renewal period runs from the first day following the end of the initial period until the last day of the current calendar month. Then subsequent automatic renewal periods last one (1) month, starting on the first day of the calendar month.

*For example, if the initial period starts on the 12th of March:*

- *The initial period lasts one (1) month, from 12 March to 11 April.*
- *The first renewal period runs from 12 April to 30 April; then*
- *The following renewal periods last for one (1) month and begin on the first day of each subsequent calendar month (1 May, 1 June, etc.).*

## 7. IP REPUTATION AND BLACKLISTING

**Client's obligations to maintain a good IP Reputation during the Service.** The Client agrees to maintain a good IP Reputation for all ordered IP Adresse(s) or IP Address Block(s) throughout the duration of the Additional IP Service. In particular, the Client must not engage in the mass sending of unsolicited emails (spamming) via the IP Addresses allocated by OVHcloud.

**Client's obligations at the end of the Service.** At the end of the Service (including the deletion of an IP Address or IP Address Block) whatever the reason, OVHcloud will first check whether the IP Address Block or IP Address has not been blacklisted by a notable organisation fighting against SPAM or fraudulent activities (phishing, malicious files) such as, but not limited to, SPAMHAUS or SPAMCOP. If the IP Address Block or the Client's IP Address is blacklisted, the Client shall take any measures to remove those IP Address Block or the IP Address from the blacklists before the end of Additional IP Service. The removal from all blacklists is required to confirm that the reputation of the IP Address Block or IP Address is not damaged and that it can therefore be reassigned to a new client.

**Consequences of blacklisting.** If the Client's use of any IP Addresses results in the IP Addresses being blacklisted:

- (a) The Client shall compensate OVHcloud for all of the costs and consequences of this listing (including internal administrative processing costs) of unblacklisting;
- (b) OVHcloud may immediately take back all or part of the IP Addresses made available to the Client, in order to preserve their integrity and value, without any consideration or compensation to the Client;
- (c) OVHcloud is entitled to continue to bill the Service until the Client removes the IP Address Block or the IP Address from any blacklists; and
- (d) Upon termination of the Service, OVHcloud may charge the Client for all costs resulting from the blacklists in accordance with the applicable pricing on the Website.

## 8. IP ADDRESS NON-SPECIFICITY

IP Addresses are not specifically assigned to the Client, so that when an IP Address is deleted by the Client or taken over by OVHcloud, this IP Address can be immediately assigned by OVHcloud to another client.

OVHcloud cannot guarantee that the IP Addresses provided to the Client following a previous restoration or deletion of IP Addresses will be the same as those previously deleted or restored.

## 9. CLIENT OBLIGATIONS AND LIABILITY

### 9.1. Continuous use of the Additional IP Service

**Continuous use.** The Client agrees to use each IP Address ordered for the entire duration of the Contract and in compliance with the provisions of the section 7 of these SC. OVHcloud may require the Client to fill in a form to justify the use of the IP Addresses or IP Address Blocks. This information may be communicated to the Regional Internet Registry (RIR) during its audits. Therefore, the Client agrees to use the Additional IP Service in accordance with the instructions given during the reservation of these resources.

**Deleting unused IP Addresses.** The Client agrees to delete the IP Addresses when not or no longer in use, as soon as possible. The Client can delete an IP Address or an IP Address Block via the Control Panel. The Client can re-assign the IP Address(es) or IP Address Block(s) to Compatible Service(s) up to the total number of Additional IP Addresses ordered. Deleting an IP Address Block can only be done at a whole. Deleting particular IP Addresses(es) from such IP Address Block will not be effective."

**Consequences in the event of failure.** If the Client fails to use an IP Address for a period of thirty (30) consecutive days in compliance with this section 9, the Client is invited, by email or via the Control Panel, to assign the unused IP Addresses to a Compatible Service as soon as possible. Failure to assign these IP Addresses will result in OVHcloud automatically suspending the Additional IP Service. This suspension takes place without any consideration or compensation due to the Client.

### 9.2. WHOIS database

If available, the IP Address Block will be saved in the WHOIS database of the RIR. The Client may edit some of the fields that will then be publicly available. The Client shall customise the reverse for these additional IP Addresses. By way of example, this section may not be applicable where the Client orders Additional IPv6 addresses due to WHOIS database editing capabilities at the time of the order.

### 9.3. Penalties

**Suspension or termination with prior notice.** In the event of non-compliance with Article 9, OVHcloud may suspend and/or terminate the Additional IP Service for Client's default, in accordance with the provisions set out in these SC.

**Suspension or termination without prior notice if necessary.** In the event of a necessity or emergency, OVHcloud may terminate Additional IP Service immediately and without prior notification. For example, a case of necessity or urgency can be any current or imminent damage to the reputation of an IP Address ordered by the Client, whether as a result of a malicious act, or following the detection of a vulnerability in the security of the Client's infrastructure system.

**Consequences.** This suspension or termination shall have no effect on the Price and billing of the Additional IP Services. All sums due to OVHcloud for the Additional IP Services shall be fully payable until the end of the period of use ordered even if OVHcloud takes over one or more IP Addresses in accordance with this section.

## 10. TRANSFERABILITY

**Scope of transferability.** IP Addresses and IP Blocks can be transferred between Compatible Services on the same Region. The Client cannot however transfer IP Addresses or IP Blocks to a third party.



**Transfer via Control Panel.** The Client can modify the assignment of an IP Address via the Control Panel.

**Eligible persons.** The switchover of an IP Address can be carried out by the administrative contact of the original Compatible Service if they are also the administrative Contact of the destination Compatible Service. The switchover of an IP Address can be performed by the technical contact of the original Compatible Service if they are also the technical contact of the destination Compatible Service AND if these two Compatible Additional IP Services have the same administrative contact.

“Administrative” and “technical” contacts refer to the Client Account associated with a Compatible Service, as listed in the Client’s Control Panel.