



**GAMMA Version**

**DEFINITIONS:**

**Anycast IP Address:** *The IP address to which the Customer's domain name must be redirected to enable the Service to be activated.*

**Back End:** *An IP address corresponding to the Customer's hosting, from which content is downloaded when a User visits the Customer's Website.*

**Bandwidth:** *Volume of data exchanged (uploaded and downloaded) between the CDN and Customer's Website Users. This volume is calculated in bytes.*

**Cache:** *Local memory of the CDN Server (CDN POPs).*

**CDN (Content Delivery Network):** *A network of Cache Servers dispersed throughout the world enabling optimised User experience of the Customer's Website.*

**CDN Servers:** *Computer servers administered by OVH and located at Points of Presence, on which User requests are received within the scope of the Service when a User visits the Customer's Website (each being a "CDN Server").*

**Domain Name:** *Characteristic of a Website that establishes its identity on the Internet.*

**Dynamic Content:** *Changeable content that varies based on various parameters such as User web browser, session, etc.*

**Parameter Rules:** *Parameters set by the Customer to determine the rules applicable to the temporary storage of static Website content (Cache) (each being a “Parameter Rule”).*

**Points of Presence:** *Physical locations on the OVH network of CDN Servers connected to the Internet, as presented in its commercial offering (each being a “Point of Presence”).*

**Redirection:** *Operation whereby the Customer changes the configuration of its domain name DNS servers to enable redirection to the Service.*

**Static Content:** *Unchanging content, such as images and CSS pages, which does not vary when the Website is visited by two different Users and whose file size is less than 20MB.*

**Traffic Credit:** *Volume of data that may be credited by the Customer to its account and from which User connections are debited. Only traffic between the CDN Server and the User is debited, not traffic between the CDN Server and the Customer Website hosting.*

**TTL (Time To Live):** *Period during which the Static Content on the Customer’s Website is reloaded in to the CDN Cache memory.*

**Users:** *Internet users visiting the Customer Website (each being a “User”).*

**Website:** *A set of pages and content globally accessible via a domain name and comprising the Customer’s website (with more than one Website constituting “Websites”).*

## **1: PURPOSE**

1.1 The purpose of these Special Conditions, which supplement OVH's General Conditions of Service, is to set out the technical and financial conditions subject to which OVH will provide the DEDICATED CDN Service during the GAMMA phase (the "Service").

1.2 The "GAMMA phase" is the period of time during which the development of the Service is still underway and has not been completed.

1.3 During this period, certain features will continue to be developed and these features may not deliver the required functionality.

1.4 The Customer acknowledges that Service malfunctions may well occur during the GAMMA phase and subscribes to it in full knowledge of this fact.

1.5 In the event of a conflict between these Special Conditions and the General Conditions of Service, these Special Conditions shall prevail.

## **2: DESCRIPTION OF THE SERVICE**

2.1 Customers are reminded of the fact that a website includes both static and dynamic content. The DEDICATED CDN Service enables professionals to optimise the experience of their Websites for Users dispersed throughout the world.

2.2 A User wishing to visit the Customer's Website will be automatically redirected to the CDN Server that is most directly accessible via the web.

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OVH Hosting LTD 5 Fitzwilliam Place, Dublin 2

Registration number: 468585 – VAT number 9520632R

Ph: 01 6390037 Fax: 016394091

Website: [www.ovh.ie](http://www.ovh.ie) – email: [support@ovh.ie](mailto:support@ovh.ie)

2.3 The Customer must have positive Traffic Credit in order for the Service to be provided. If this is not the case, the Service will be interrupted and access to the website will be provided directly through the hosting system.

2.4 The Static Content on the Website may be stored in the most directly accessible CDN Cache in relation to the User's place of connection. Only Dynamic Content is directly downloaded from the Customer Hosting. The User experience is thus optimised and the demand on the Website hosting is reduced.

2.5 The hosting of the Customer's Website may be provided directly by OVH or by a third-party hosting service provider.

### **3: TECHNICAL SUPPORT**

3.1 In the event of any malfunction of the Service for which OVH is responsible, the Customer may contact OVH's Incident Service, whose contact details may be found at: <http://www.ovh.ie/>. The Customer acknowledges that it may be charged for the issue of a diagnosis in the event that OVH is not responsible for the Service malfunction. In addition, Users seeking any type of technical advice on the use of the Service may consult the forum set up by OVH at <http://forum.ovh.ie/> or consult other Users via the dedicated Service mailing list: [cdn@ml.ovh.net](mailto:cdn@ml.ovh.net).

3.2 OVH reminds the Customer that technical support is only provided in connection with the DEDICATED CDN Service and not in connection with the Customer Website hosting service.

### **4: PREREQUISITES AND CONDITIONS FOR THE PROVISION OF THE SERVICE**

4.1 The Customer must at least have set up a Domain Name and hosting service in order to be able to use the Service.

4.2 The Customer must hold full administrative and intellectual property rights over its Domain Name(s), meaning that the Customer must either own its Domain Name or be appointed as the administrator and licensee thereof by the owner, and must possess adequate technical and human resources for the correct configuration of the Service. The Customer must modify the configuration of its DNS servers or Domain Name(s) so that Users are redirected to the CDN when they wish to access its Website(s).

4.3 If the above modification is not made, the Customer will not be able to benefit from the functionality offered by the Service.

4.4 Once the modification has been made, provided that it has been propagated throughout the DNS servers, requests from Users accessing the Customer's Website will be automatically redirected to the CDN server, which will retrieve the Static Content directly from the Customer hosting system (Back End Server(s)).

4.5 Thus, in accordance with the Parameter Rules set by the Customer, the various items of Static Content corresponding to the Customer's Website will be stored in the Cache Memory of the Points of Presence and will accelerate access to such content upon subsequent visits. The total traffic accounted for by outgoing User-bound connections is debited from the Customer's Traffic Credit account for the CDN Service.

4.6 Subscription to the Service will not be effective if the Customer does not have, at minimum, a hosting system on which its Website data is stored.

4.7 The OVH website contains a list of the Points of Presence where OVH's CDN Servers are located. The Customer is not entitled to determine which Points of Presence it wishes to activate for its service, these being activated automatically. OVH reserves the right to relocate its Points of Presence during the term of the Contract. If a Point of Presence is shut down, OVH will notify the Customer, who may then terminate the Service without charge.

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4.8 The Customer may not configure more than 1,000 domain names on a single CDN Server. Only one Back End may be configured per domain name.

4.9 Once the Customer's order has been confirmed by OVH, OVH will send the Customer an email containing the conditions for implementing the Service in respect of the Customer's Website.

4.10 The Customer shall take all reasonable care when using the Service.

## **5: OVH'S OBLIGATIONS**

5.1 OVH undertakes to exercise all reasonable care and attention so as to provide a quality service in accordance with best industry practice and the current state of technology.

5.2 OVH undertakes to:

5.2.1 Administer the OVH Infrastructure and CDN Servers independently of the website administration, for which the Customer is responsible;

5.2.2 Maintain the CDN Servers in proper working order;

5.2.3 In the event of Server failure, carry out the necessary operations of switching to another CDN Server, and to keep the Customer informed of such operations, in order to minimise the risk of disruption to the Service or to access to the Customer's Website; and

5.2.4 Ensure that its resources comply with best quality standards at all times, in accordance with industry rules and practices.

## 6: OVH'S LIABILITY

6.1 The provision of this Service is without prejudice to the hosting service contracted by the Customer and is provided subject to the limits on liability set out in the OVH General Conditions of Service (in particular at condition 4 of the General Conditions of Service). Likewise, OVH cannot guarantee optimised access speed through the implementation of the Service, which depends primarily on the Customer's Website, Content and User locations.

6.2 OVH shall not be held liable in the event of:

6.2.1 Fault, negligence, omission, disregard of advice provided or breach on the part of the Customer;

6.2.2 Fault, negligence or omission on the part of a third party over which OVH has no monitoring control;

6.2.3 Force majeure, an event or incident that is beyond the control of OVH;

6.2.4 Discontinuation of the Service for any of the reasons set out in clause 8;

6.2.5 Disclosure or unlawful use of the password issued confidentially to the Customer;

6.2.6 Degradation of the application;

6.2.7 Unavailability of the Customer's domain name or website hosting service liable to result in the unavailability of the DEDICATED CDN Service;

6.2.8 Incorrect domain name configuration by the Customer;

6.2.9 Partial or total destruction of information transmitted or stored, due to errors directly or indirectly attributable to the Customer;

6.2.10 Intervention in the Service by a third-party not authorised by the Customer; or

6.2.11 For any indirect, special or consequential losses howsoever arising, whether or not set out above

6.3 OVH reserves the right to interrupt the Service without notice if the Customer's CDN Service becomes a threat to the continued security of the OVH Infrastructure or, more generally, if OVH considers that the Customer's use of the Service is, in OVH's absolute discretion such as may expose OVH to any liability in any way whatsoever.

6.4 In other cases, OVH will notify the Customer in advance, within a reasonable time frame and as far as is possible, indicating the nature and duration of the intervention, so that the Customer may take appropriate measures. OVH undertakes to restore the Customer's access to the Service, provided that the Customer implements the appropriate corrective measures. In the event of repeated breaches or a serious breach on the part of the Customer, OVH reserves the right not to reactivate the Customer's CDN Service.

6.5 Within the scope of the Service, OVH shall not act in the capacity of hosting service provider for the Customer's Website. In addition, OVH cannot be held liable for the Website's Static Content or Dynamic Content, comprising: information, sound, text, images, shapes and forms and data accessible via the Customer's CDN Server, transmitted or uploaded onto the Internet by the Customer in any respect whatsoever.

6.6 OVH shall at its sole discretion decide upon the optimisation of the Service and, in particular, the choice of the most directly accessible Point of Presence when a User visits the Customer's Website.



6.7 OVH shall not be held liable for any complete or partial breach of obligation or default on the part of network service providers and, in particular, the Customer's or Users' own internet access providers.

6.8 If the Service is suspended due to the fact that the Customer has used up all of its Traffic Credit, OVH cannot guarantee that the Service will be reactivated immediately after the Customer has paid for new Traffic Credit.

6.9 Changes made by the Customer to its Website(s) will only be taken into account after the expiry of the TTL value assigned to the Static Content. Therefore, Users visiting the Website will only see these changes after the expiry of the TTL value.

6.10 Under no circumstances shall the Service exempt the Customer from the requirement to take all the necessary steps to back up the data on its hosting system. Likewise, OVH shall under no circumstances be responsible for communicating a copy of the data stored on the CDN Server, as this data is only stored for the limited duration of the TTL value.

6.11 Therefore, the Customer is responsible for taking all the necessary steps to back up its data in case of loss or website degradation, irrespective of the cause thereof, including data not expressly mentioned herein.

6.12 The Service also allows for the generation of statistical information relating to the use of the Service (for example: User locations, traffic per CDN Server, etc.). OVH shall endeavour to calculate the statistics in a timely manner. However, the Customer acknowledges the fact that the data shown on the Management Interface may be slightly out of phase with the actual data at any given moment. The statistical information communicated by OVH via this interface is provided for informative purposes only, and OVH may not be held liable with regard to such information.

6.13 OVH does not guarantee the smooth functioning of this statistical tool during the GAMMA phase.

6.14 Although the Service may be used as a security measure designed to limit cyber-attacks on the Customer's host, it does not constitute a firewall, anti-virus or any other such service and under no circumstances does it exempt the Customer from the requirement to implement

all the necessary security measures in order to secure its Website and ward off all SQL injection, Denial-of-Service, cross-site scripting and other such types of attack.

## **7: CUSTOMER'S OBLIGATIONS AND LIABILITY**

7.1 The Customer warrants that it has the power, authority and capacity necessary to enter into the Contract and perform the obligations provided for herein and, in particular, that it holds all appropriate rights with regard to Domain Name and hosting.

7.2 The Customer undertakes to provide valid details enabling its identification: surname, first name, organisation where applicable, postal address, telephone number and email address. In this respect, OVH reserves the right to request proof thereof, in which case the Customer must deliver the requested proof to OVH within 72 hours following OVH's request, failing which OVH reserves the right to suspend the Customer's services.

7.3 The Customer is acting as an independent entity and, as such, accepts full responsibility for all risks and liabilities of its activity. The Customer is solely responsible for its Website, its content, use and the updating of information transmitted, distributed or collected and of all files, including address files.

7.4 The Customer specifically undertakes to respect the rights of any third parties, personality rights, copyrights, patent rights, trademarks and other intellectual property rights. Therefore, OVH shall not be held liable for the content, use or updating of any information transmitted, distributed or collected and of all files, including address files, in any respect whatsoever. The Customer undertakes not to disclose to the public, via its Website, any files or hypertext links that violate, in particular, copyright and/or intellectual property rights. If this should occur, OVH reserves the right to terminate the contract immediately, without formal proceedings and without prejudice to any claim for damages that OVH may be entitled to make.

7.5 The Customer alone shall bear the consequences of a malfunction in its Website resulting from a hosting system malfunction.

7.6 The Customer should regularly consult its Management Interface in order to check its Traffic Credit account and credit the account if it considers that the volume of data is not sufficient to ensure the uninterrupted activation of its DEDICATED CDN Service.

7.7 OVH reserves the right to carry out controls to ensure that the Customer's use of the Service is in compliance with these Special Conditions.

7.8 The Customer undertakes not to use the Service for the purpose of audio/video streaming.

7.9 OVH reserves the right to suspend the Service without notice, on the terms and conditions provided for in clause 8 of these Special Conditions, in the event of a breach by the Customer of the Special Conditions or General Conditions of Service of OVH and, in general, of any applicable statutory and regulatory provisions, or of any third-party rights.

## **8: TERMINATION, LIMITATION AND SUSPENSION OF THE SERVICE**

8.1 OVH reserves the right to suspend the Service in the following cases:

8.1.1 Use of the Service in breach of these Special Conditions or of OVH's General Conditions of Service;

8.1.2 Exhaustion of the entire Traffic Credit relating to the Customer's Service (only connections between the CDN Server and Users are debited);

8.1.3 Use of the Service for unlawful or illegal purposes (including without limitation: child pornography, terrorism, incitement to hatred, online betting, unauthorised sites, spamming, hacking, etc.);

8.1.4 Notice issued by a competent administrative, arbitration or judicial authority pursuant to the relevant applicable statutory provisions;

8.1.5 If the Customer fails to co-operate in the termination of any fraudulent use of the Service;

8.1.6 Suspected fraud or hacking of the Customer's Website;

8.1.7 Any attempt at phishing;

8.1.8 When the Customer's Service is likely (in OVH's absolute discretion) to harm OVH's Infrastructure;

8.1.9 Customer's failure to pay any sums due; or

8.1.10 Absence of rights over the Domain Name or the hosting or rights relating to the administration of the relevant website.

8.2 Each party may terminate the contract without formal proceedings and without penalty in the event of force majeure, subject to the terms and conditions provided for in the General Conditions of Service.

8.3 In other cases, the Customer shall be entitled to terminate the Contract via its Management Interface or by sending an ordinary letter to the following address: OVH Hosting LTD 5, Fitzwilliam Place, Dublin 2.

8.4 The Traffic Credit account will be closed 5 days after the date on which the Service expires or termination becomes effective.