OVHcloud

SPECIFIC CONDITIONS FOR PUBLIC CLOUD SERVICES

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ARTICLE 1: PURPOSE

The purpose of this document is to set out the specific terms of service, including the conditions of use and financial conditions (hereinafter referred to as the "Specific Terms of Service") applicable to the services in the OVHcloud Public Cloud Universe (hereinafter referred to as the "Service(s)"). Some Services are listed in a dedicated appendix.

The Specific Terms of Service supplement the OVHcloud General Terms of Service currently in force, which are applicable to the Service. If the event of a conflict between these Specific Terms of Service and the General Terms of Service, these Specific Terms of Service shall prevail over the General Terms of Service.

ARTICLE 2: DESCRIPTION OF SERVICES

OVHcloud provides the Client with different resources, i.e. the elements that are part of the Services (e.g., Instances, Block Storage, Object Storage, clusters, data analytics platforms, computing units, vRack, etc.), the configurations and features of which are described and accessible online on the OVHcloud Website (hereinafter referred to as "Resource(s)").

Instances are provided with a Local or Remote Storage Space, all or part of the resources of a Host Server (RAM and processor), and a fixed IP address geolocated in accordance with the physical location of the Instance.

Depending on the configuration and type of Instance selected by the Client, the allocated resources as well as the maximum data flow on the bandwidth and the characteristics of the Storage Space (replication/distribution/location), will vary. The volume of RAM and processor resources allocated to the Client are either dedicated to the Client or shared by the Client with other users that have one or more Instance(s) installed on the same Host Server. In the Where resources are shared, performance cannot be guaranteed.

Depending on the type of Storage Space selected, different features and/or options (e.g. public container, transfer protocols) may be available. Some Storage Spaces are not redundant (e.g. archiving spaces).

The capacities of the Services may be limited (including bandwidth, additional volumes of an Instance, etc.). These capacity limits are specified on the OVHcloud website.

Throughout the duration of the subscription, OVHcloud provides the Client with a Management Interface that allows them to manage the Services, configure and manage their Resources, and view their usage statements.

Apart from the Service level agreements set out in this document, OVHcloud is only subjected to an obligation of means.

ARTICLE 3: ACTIVATION OF THE SERVICE

The access codes and generic keys provided by OVHcloud when providing a Service are not intended to be continuously used. It is the Client's responsibility to change them as soon as possible after the Client has received them, while respecting best practices in terms of secure and confidential authentication methods.

Once a Service is activated by OVHcloud, the Client may at any time manage their Resources, i.e. increasing or reducing the number of Instances and the volume of data stored within the Storage Spaces, changing the Instance(s), provisioning an Instance in order to use a new configuration, etc. These changes take place asynchronously following the request of the Client, which is made directly from their Management Interface or using the APIs provided by OVHcloud.

ARTICLE 4: CONDITIONS OF USE

4.1 Prerequisites

The Client confirms that they have all the necessary technical knowledge to ensure that the Resources are administered correctly, and to ensure the continuity of the stored data, particularly by performing backups.

The Client has read the documentation provided by OVHcloud, including the "Guides" pages in the "Support" section of the OVHcloud website.

The Client must associate a Public Cloud Project with the Service(s) to order and use the Service(s).

4.2 General matters

The Resources remain the exclusive property of OVHcloud.

Since some components of the Host Servers can be shared by several clients of OVHcloud, the Client agrees to not use the Service(s) in a way that is likely to be detrimental to other clients or to harm the reputation of the Host Server IP address.

The Client is solely responsible for their administration and use of the Resources. OVHcloud is responsible for administering the Infrastructure (i.e. hardware, network, Host Servers, disks) on which the Services are configured, but does not intervene in the administration of the aforementioned Resources.

The Client is solely responsible for the Contents.

The Client shall act as the hosting provider in line with the applicable law, in the sense that they "undertake, even free of charge, in order to render accessible to the public via online public communication services, the hosting of signals, writings, images, sounds or messages of any kind, supplied by the recipients of those services". OVHcloud therefore only ensures the Client's access to the Services to allow them to store their data and the date of their clients.

It is the Client's responsibility to take all technical steps to ensure that it holds and retains connection logs or any data which can allow anyone to identify any person who contributes to the creation of the Content or the Content of the services for which the Client is a provider, according to the applicable law.

Where the Client has a private OVHcloud network (vRack), OVHcloud reserves the right to suspend the Client's Instance if the Client uses the private network link of the Instance over 75% of its capacity for more than 72 minutes per 24 hours period.

OVHcloud reserves the right to filter certain ports deemed to be sensitive in order to protect the Infrastructure. Similarly, the Client acknowledges that limitations on UDP/ICMP flows are in place. OVHcloud reserves the right to limit or restrict certain Resource features in order to protect the security of their Infrastructure. To the extent possible, OVHcloud will inform the Client of blockages that are put in place.

The Client acknowledges that for security reasons, certain features and protocols (such as IRC or P2P file sharing) are likely to be limited on the Services. Anonymization services (Proxy) and cardsharing (CCCam or similar) are forbidden on the Services.

In the event of non-compliance with this article, OVHcloud reserves the right to suspend or terminate the Service for breach of contract, in accordance with the provisions set out in the General Terms of Service.

The operations of deletion and reinstallation of Resources, as well as the termination of the Services, result in the automatic and irreversible deletion of: (a) the operating systems and the applications installed on them; and (b) all data and information stored on the deleted or reinstalled Resources. The Client is solely responsible for the operations (such as backups, transfers, snapshots, etc.) they deem necessary to carry out before the deletion or reinstallation of their Resources, in order to prevent the loss of their information, content and data. The Client accepts that when a Resource is deleted, it can be assigned immediately by OVHcloud to another client.

OVHcloud does not carry out any specific backups of the Content or the data stored on the Resources, and the data replication mechanisms implemented by OVHcloud as part of the Services do not, under any circumstances, constitute a safeguard for the Client against the loss or alteration of their Content or their data. It is therefore the Client's responsibility to take all necessary measures to back up their Data in order to be able to restore such Data in the event of its loss or deterioration.

OVHcloud implements a feature that allows to make "instant" (or "Snapshot") copies of the status (processor and RAM) of an Instance at a given time. However, some Instances are not eligible for this feature, as detailed on the OVHcloud website. OVHcloud reminds the Client that a Snapshot is not a permanent backup of the data of the Instance. Therefore, a Snapshot does not, under any circumstances, exempt the Client from creating a backup of their data in accordance with the provisions of this article. By default, Snapshots have an unlimited duration, are stored on the Object Storage Resource of the same location as the copied Instance, and are billed under the conditions set out in article 7 below. The Client may request the restoration of their Instance from any Snapshot. In this case, the data of the Instance is deleted and the data from the selected Snapshot is restored.

The Services, and in particular the Cloud Computing technologies that allow the host server computing and storage capacities to be operated via the Internet and that are used by OVHcloud for Resource management, do not include a guarantee of Service continuity, nor a guarantee of protection and preservation of the Client's data. The Client remains solely responsible, particularly in the event of hosting Content and/or sensitive data and/or data needed to continue their activities, for backing up their data and other Content, for setting up and managing

a business continuity and/or disaster recovery plan, and more generally, for any technical and organisational measures that enable the Client to continue their activity in the event of a major malfunction of the Service that is likely to affect their business continuity and the availability and integrity of their Content and data.

4.3 Applications, tools, and software

The applications, tools and software provided by OVHcloud as part of the Services (including the operating system that OVHcloud configures with the Client's Instances, the applications that OVHcloud pre-installs on the Instances where applicable, and the APIs made available), must be used in compliance with the applicable Terms of Service, including, where applicable, the Terms and Conditions of Third-Party Products. The Client agrees to also use the latest available versions of the applications, tools and software provided by OVHcloud.

The Services can be used and interconnected with elements not provided by OVHcloud (software, systems, applications connected devices, etc.). The Client is responsible for acquiring all of the rights needed to use these elements and shall pay the corresponding charges directly to the third-party rights holders.

4.4 Changes and Updates to the Service

OVHcloud reserves the right to upgrade its operating systems and pre-installed applications, in particular by carrying out any updates and/or version upgrades it deems necessary.

The Client can also carry out maintenance and update operations on the aforementioned operating systems and applications preinstalled on the Resources provided to them. In this case, the Client assumes full responsibility and OVHcloud cannot be held liable in this regard, particularly for operations (maintenance, update, etc.) that violate the applicable terms of use and/or the licence conditions, or for the malfunction of the Resources following such operations carried out by the Client.

Before undertaking updates or version upgrades on operating systems and applications, the Client must take any measures necessary to ensure the continuity of their data, such as backup operations, and to ensure the Service's compatibility with the upgrade or new version. To this end, the Client shall consult the OVHcloud Website, or, if they are unable to find available information, contact OVHcloud Support.

In order to maintain the security level of the Resources provided to the Client and of all of the servers on its Infrastructure, OVHcloud reserves the right to enforce updates on the Resource operating systems and applications preinstalled by OVHcloud for which a security flaw has been identified. If these operating systems and applications are not updated following the request from OVHcloud, OVHcloud reserves the right to interrupt the Resources' connection to the network.

Similarly, in the event that OVHcloud finds that a Resource has a security issue, an email may be sent to the Client notifying them that a reinstallation or deletion is required in order to maintain the integrity of the Services and the Infrastructure. OVHcloud reserves the right to interrupt the network connection of the affected Ressources pending the Client's reinstallation of the Ressources. The Client shall be solely responsible for carrying out the

operations of backing up and transferring the data from the affected system to a new system before any reinstallation and/or deletion procedure.

4.5 Location

When Ordering a Service, the Client chooses the location of this Service from the available Datacentres. Where several locations are available, the Client selects the one of their choice.

Each of the Datacentres where the Instances composing a Public Cloud Project are located benefits from a monthly amount of free public traffic to be consumed by these Instances. For the majority of the Datacentres, this amount is unlimited. However, if a limit is set, any extra traffic consumption will result in additional billing. The list of the Datacentres concerned by those limitations, as well as the amount of free public traffic and the applicable rates for extra public traffic are available on the OVHcloud Website. These provisions do not prevent the Client from making reasonable use of the Services in accordance with the General Terms of Service.

The Client undertakes to comply with the legislation applicable to the jurisdiction in which their Infrastructures are installed and its data is stored. OVHcloud may suspend the Client's Service when it is used for an activity that is prohibited at the physical location of the equipment provided by OVHcloud.

With regard to geolocated IP addresses, the Client agrees not to use the Service in contravention of the legislation applicable in the country in where the IP address is declated, otherwise OVHcloud will be forced to suspend any geolocated addresses associated with the Client.

ARTICLE 5: SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS

5.1. Service level agreements (SLAs)

OVHcloud undertakes to ensure the Service levels below:

Offers: General Purpose Instances, CPU Instances, RAM Instances, GPU Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.99%	Less than 4 minutes	Not applicable
99.99% – 99.9%	4 to 44 minutes	10% of the monthly cost of the affected Instance
99.9% – 99.8%	44 to 97 minutes	25% of the monthly cost of the affected Instance
<99.8%	Over 97 minutes	50% of the monthly cost of the affected Instance

Offers: IOPS Instances, Metal Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 97 minutes	10% of the monthly cost of the affected Instance
99.8% – 99.5%	97 to 220 minutes	25% of the monthly cost of the affected Instance
<99.5%	Over 220 minutes	50% of the monthly cost of the affected Instance

Offers: Sandbox Instances, Discovery Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.95%	Less than 22 minutes	Not applicable
99.95% – 99.9%	22 to 44 minutes	10% of the monthly cost of the affected Instance
99.9% – 99.8%	44 to 97 minutes	25% of the monthly cost of the affected Instance
<99.8%	Over 97 minutes	50% of the monthly cost of the affected Instance

Offer: Block Storage		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 97 minutes	10% of the monthly cost of the affected Block Storage
99.8% – 99.5%	97 to 220 minutes	25% of the monthly cost of affected Block Storage
<99.5%	Over 220 minutes	50% of the monthly cost of the affected Block Storage

Monthly data Resilience	Incident type	Service Credits
<100%	Loss of all or part of your storage space data	100% of the monthly cost of the affected Block Storage

"Monthly Availability Rate" means the total number of minutes in the month in question deducted from the number of minutes of Unavailability over the month in question. The total is divided by the total number of minutes in the month in question.

"Unavailability" means the total number of minutes during which the Service has been unavailable for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud via the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The downtime is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform the aforementioned technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the availability commitments set out above will not apply.

"Resilience" means OVHcloud's ability to make the data stored on the Client's Block Storage volumes available to the Client again after a duly declared unavailability incident (see conditions hereinafter). The resilience commitment is only applicable to the Service Block Storage and does not include the other Storage Spaces offered by OVHcloud as part of the Services. OVHcloud's Resilience commitment does not under any circumstances constitute a guarantee for the Client against the loss of its content and data. The Client remains responsible for backing up their data and managing their business continuity, as set out in article 4.2 above.

5.2. How to obtain Service Credits

When these Service level agreements are not reached, the Client shall receive the indicated Service Credits according to the terms below.

In the event of Unavailability, the Client must collaborate with OVHcloud to restore the Service. The Client must declare the incident and provide any information needed for OVHcloud to diagnose and intervene. The Client undertakes to remain constantly available, particularly in order to be able to respond to any request for additional information, as well as to carry out all the necessary tests and checks. If necessary, the Client agrees to give OVHcloud the access to its Management Interface. If the Client fails to collaborate, the Client will not be able to request the payment of the Service Credits.

The Service level agreements do not, under any circumstances, apply to the availability of components that are under the Client's control, such as software or applications that are installed and used by the Client on the Instance. In the event of a change of Instance, the Client is responsible for reinstalling or reinitialising their software and applications, and to restore the data and information stored on them.

If OVHcloud confirms that an Instance, Object Storage Container or Archiving Space is available and fully operational, no Service Credits can be due. However, in this case and at the Client's request, OVHcloud undertakes to assist the Client in identifying the sources of the difficulties found by the Client.

If OVHcloud identifies an Unavailability, OVHcloud will complete the diagnostic and work in collaboration with the Client to reestablish availability.

The Service Credits are directly credited on the Client Account at the Client's request. The Client's request must be submitted by the Client via the Management Interface, and the request must be sent, at the latest, during the month following the month in which the Unavailability was detected by OVHcloud. Failing to request the Service Credits on time, the Client will not be able to obtain the said Credits.

The Client must use the Service Credits as part of a Public Cloud Service within the calendar month after their OVHcloud Account has been credited. If the Service Credits are not used within this period, the Credits are lost and can no longer be used. The Credits cannot under any circumstances be refunded to the Client in cash.

If an event implies the failure of several Service level agreements, the Credits will not be aggregated. The credit the most favorble to the Client will apply.

It is expressly agreed that the Service Credits represent the Client's sole and exclusive remedy for all damages, losses, liabilities, costs and expenses resulting from OVHcloud's failure to comply with the relevant Service level agreements. As a result, the Client hereby waives all other requests, complaints and/or actions.

The Client cannot under any circumstances rely on this article to claim the Service Credits set out above in the event of Unavailability or lack of Resilience resulting in full or in part from: **(i)** events or factors out beyond the control of OVHcloud, such as but not limited to cases of force majeure, act of a third party, Internet connection issues, Internet network downtime, misuse or inappropriate use of equipment or software under the Client's control (including the applications run on the Resources); **(ii)** the Client's failure to fulfil its obligations set out in the Contract; **(iii)** misuse or inappropriate use of the Service by the Client (including lack of collaboration to resolve the incident); **(iv)** scheduled maintenance; **(v)** an interruption that falls under the conditions set forth in the General Terms of Service; or **(vi)** hacking or software piracy. In such cases, and with the exception of point (iv), OVHcloud reserves the right to invoice the Client for any support provided to restore the availability. A quotation for this support will be submitted to the Client for validation.

The causes of Unavailability and the observation of any exclusions defined above are established by OVHcloud by any means, including on the basis of elements from OVHcloud's system information (such as connection data), which, by express agreement, will be admissible.

ARTICLE 6: DURATION OF SERVICES

Once the subscription to the Service(s) has been confirmed, the Client decides, according to its needs, to create all or part of the Service(s) (particularly Instances and Storage Spaces) via its Management Interface.

There is no minimum duration of use. However, any hour or month (i.e. clock hour or calendar month) that has started, depending on the billing method used, is billed and payable in full under the conditions set out in article 7 below.

The Client's Resources remain available from month to month, except in the cases set out below.

The Client may at any time delete all or part of the Service(s) (in particular, any Instance(s) and Storage Space(s)) via its Management Interface.

At the end of the Service, regardless of the reason for termination, as well as at the end of the retention period applicable to the Client's Content, the Client's Ressources, all the associated elements (Snapshots, etc.) and all the data that may be stored on them are irreversibly deleted. It is the Client's responsibility to back up or transfer the Content onto another system before the end of the Service, or before the retention period of the Content.

OVHcloud reserves the right to delete the Service, and any associated Resources, in the event that no Resources have been billed for more than six (6) consecutive months, and if no cloud credit and/or voucher is available and valid for the said Service in the Management Interface. OVHcloud undertakes to notify the Client of the deletion in advance and via email.

ARTICLE 7: PRICES, PAYMENT METHODS AND BILLING

The applicable prices are available on the OVHcloud Website. Unless specified otherwise, these prices do not include taxes.

7.1 Resources and associated components

The price of the Resources depends on the pricing model chosen by the Client, and the period during which the Resources and the associated components are provided to the Client.

Two pricing models may be available:
- A fixed-rate monthly payment plan,
- An hourly payment plan ("Pas as you go")

The fixed-rate monthly payment plan allows the Client to use a Resource (and any associated components, where applicable) throughout the calendar month in which the Resource is created. If the Resource is created during the month, the fixed-rate monthly payment plan referred to above is invoiced on a pro-rata basis for the number of hours that remain in the month, starting from the creation of the Resource until the end of the current month (the Resource creation time is counted as a full hour).

The fixed-rate monthly payment plan (whether full or pro rata under the conditions detailed above) shall be paid in full by the Client, including if the concerned Resource is deleted before the end of the calendar month in question. Any element (Resources and associated components) that is invoiced at the fixed-rate monthly plan

and that is not deleted shall continue to be invoiced from month to month at the fixed monthly rate that applies in the above conditions.

With regards to the hourly payment plan, the Client is invoiced according to the units of work actually consumed (e.g. delivery time, retention time, data volume, number of series, etc.). Each started unit of work shall be invoiced in full, including if it is not fully used or if it is created and/or deleted during the hourly period (rounded up).

The units of work vary from one Service category to another. The units of work applicable to each Service, along with the corresponding prices, are detailed on the OVHcloud Website.

Any created Resource (including any associated components) is invoiced to the Client under the conditions of this article, even if the Resource is not used. Resources (including associated components) are deemed to be created when the Client validates them in the Management Interface or via the API. Once it is created, the Resource will appear in the Client's Management Interface. The provision of the Resource ends when the Resource is deleted. A Resource that has been deactivated, but not deleted, shall continue to be invoiced. The Client may view the status of the Resource in its Management Interface.

7.2 Block Storage

The cost of using the Service depends on the quantity of the used Storage Spaces, the duration of use of the Storage Space, and the volume type chosen.

With regards to the provision:

OVHcloud offers an hourly rate per Gigabyte.

The Gigabyte of Storage Space is always charged as a whole, including if it is not fully used (rounded up to the superior Gigabyte).

Any hour during which one Gigabyte of Storage Space is used is invoiced and payable in full by the Client, including if the Gigabyte started to be used and/or if the Gigabyte of Storage Space is deleted during that hourly slot.

With regards to the incoming and outgoing traffic:

The provision of the "local" Storage Space (directly attached to the Instance), as well as the incoming and outgoing traffic of the "local" Storage Space, are included in the cost of the Instance.

7.3 General Information

Where several payment plans exist, the applicable rate is determined by the Client in the Management Interface at the moment of creation of the concerned Resource (as well as the associated components).

Where the fixed-rate monthly payment plan applies, the Service is invoiced in advance, and is due a few moments after the Client creates the concerned Resource (and its associated components).

Where the hourly payment plan or pay-per-use applies, the Services are invoiced monthly in arrears at the beginning of the calendar month that follows the month of use, based on the consumption observed by OVHcloud.

OVHcloud reserves the right to invoice the Client for these Services before the end of the current calendar month, if the Services consumed by the Client during this month reach a significant total amount.

The provisioning time is established by OVHcloud based on the available data in its information system, which is binding and fully enforceable on the Client.

Payments must be made within three (3) days from the invoice date, by automatic transfer from the Client's bank account, Paypal® account or Client's OVHcloud Account.

ARTICLE 8: TESTING PHASE SERVICE

OVHcloud reserves the right to offer services or new features as a "Test" version (hereinafter referred to as the "Test Service(s)").

The Test is defined as any phase of a Service development process during which the Client is authorised to use the Service before its effective marketing, in order to contribute to its improvement and to detect any potential faults. OVHcloud will identify a Test Service through any means. For example, any service version on the OVHcloud Website designated as an Alpha, Beta, or Gamma version by OVHcloud will be considered a Test Service within the meaning of this article.

The Client may be asked to provide regular feedback on the use of the Test Service via the different channels previously established and provided by OVHcloud. The Client shall ensure that they have read and have been informed that the Test Service provided is in the testing phase in accordance with the common meaning of this term. Therefore, they agree to bear all risks (such as instability, malfunctions, unavailability, loss or alteration of data, etc.) associated with this phase. The Service Level Agreements (SLAs) indicated in these Specific Terms of Service do not apply to Test Services.

As such, OVHcloud reminds the Client that it strongly advises against storing files that are vital or essential to their business on the Test Service for the duration of the test period. The Client agrees to not store any personal data on the Test Service.

The marketing and continuity of a Service after the Testing phase is not guaranteed by OVHcloud. OVHcloud reserves the right to suspend or terminate the Test Service, at any time and without compensation. OVHcloud therefore reserves the right to restrict, limit or suspend the Test Service without warning or compensation if it appears that the Client is using the services provided to them for any activity that does not comply with

OVHcloud's contractual terms or does not correspond to the purposes of the test performed as part of the Test Service.

If the testing phase is not renewed, OVHcloud shall endeavour to inform the Client in advance and shall proceed to erase all data stored by the Client on the Test Service. When the Test Service ends, for whatever reason, OVHcloud will proceed to erase all data stored by the Client on the aforementioned service.

ARTICLE 9: DEFINITIONS

Terms beginning with a capital letter in these Specific Terms of Service are defined below, in the Contract to which these Specific Terms of Service relate, and in the OVHcloud Glossary available on the OVHcloud Website.

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

"**Datacentre**" or "**OVHcloud Datacentre**": Physical site where the Infrastructures provided to the Client by OVHcloud as part of the Service are located.

"**Credit**" or "**Service Credits**": A flat-rate penalty granted by OVHcloud to the Client in accordance with the terms defined in this document.

"**Instance**": A virtual Server created on the OVHcloud Public Cloud Infrastructure that enables the development and/or use of application solutions. The Instance, created using cloud technologies, is composed of a Storage Space and a quantity of processor and RAM resources of a Host Server.

"**Storage Space**": Disk space attached to an Instance. Depending on the characteristics of the Instance, this disk space can be either a 'local' Storage Space or a 'remote' Storage Space. The 'local' Storage Space is directly attached to the Instance. The data is deleted, and the disk is reinstalled to its original state every time the Instance is rebooted or stopped. Data in the 'remote' Storage Space is stored regardless of the status of the Instance. The 'remote' Storage Space is deleted when the Instance is deleted or reinstalled.

"**Host Server**": Physical server with a memory load and a processor load. Configured and managed by OVHcloud, it is designed to host one or more virtual machines or Instance(s) administered by the Client.

List of appendices:

Appendix 1: Special Conditions - OVHcloud Managed Kubernetes Service

Appendix 2: Special Conditions - OVHcloud Managed Private Registry Service

Appendix 3: Special Conditions - OVHcloud Network Service

Appendix 4: Special Conditions - OVHcloud Data Processing Service

Appendix 5: Special Conditions - OVHcloud AI Tools Service

Appendix 6: Special Conditions - OVHcloud Database as a Service

Appendix 7: Special Conditions - OVHcloud Object Storage Services

ARTICLE 1: SERVICE DESCRIPTION

As part of the Service, OVHcloud provides the Client with a solution based on the Kubernetes open-source system hosted by the Cloud Native Computing Foundation®, allowing the Client's containerised applications and underlying resources (including computing instances and additional disks) to be orchestrated via an API within the OVHcloud Public Cloud.

As such, the Client benefits from a Kubernetes cluster (hereinafter "Cluster") associated with a Public Cloud project. Once this Cluster is associated with a project, the Client can configure the said Cluster and add/remove resources such as nodes (Instances), persistent volumes (additional disks) or load balancers via the API developed and provided by OVHcloud, and orchestrate its resources through the standard Kubernetes API.

Resources orchestrated as part of the OVHcloud Managed Kubernetes Service (such as Public Cloud Instances, etc.) remain subject to the General Terms of Service, and in particular to the Specific Conditions applicable to them.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Cluster management and updates

The main infrastructure in charge of management of the Cluster (hereinafter "Master Infrastructure") is dedicated to the Client, hosted, managed and maintained in operational condition by OVHcloud. As such, the configuration of the Cluster performed by the Client is backed up by OVHcloud on its own infrastructure, located in the same availability zone as the Cluster, as part of the Service. However, this does not constitute a permanent backup of the Client's configuration. It is the sole responsibility of the Client to carry out any operation necessary to preserve their configuration, taking into account the level of criticality of the Service to the Client's activity and their risk analysis, in particular in the event of a Service shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for installing and updating the components of the Master Infrastructure as well as software components, such as operating systems, present on the Cluster's nodes or "worker machines". The Client is in charge of managing the resources orchestrated within their Cluster, with the exception of the Master Infrastructure.

OVHcloud strongly recommends that the Client does not interact directly, in particular through their Management Interface or via the OpenStack API, with the resources managed as part of the Managed Kubernetes Service.

OVHcloud reserves the right to upgrade its operating systems and pre-installed applications, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system or application being used by the Client, this update is carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused updates or blocked OVHcloud from accessing the nodes.

In order for the Managed Kubernetes Service to orchestrate the resources constituting the Client's Cluster according to the rules defined by the Client via the API, the Client expressly accepts that the said Service may automatically add, delete and/or modify resources, and acknowledges that they are liable for all costs related to the use of these resources.

The Client agrees to keep its Cluster active during all the duration of the Service.
A Cluster will be considered as active where it orchestrates at least one active worker node and/or is configured with persistent volume.
OVHcloud will be entitled to delete any Cluster that will not be active for three consecutive months or more. The Client will be informed of such deletion by e-mail or through the Management Interface thirty (30) days before the deletion. The deletion will be automatic unless the Client adds during the 30-day notice period an active worker node or some persistent volume to the Cluster subject to the deletion.
Client agrees that such deletion will be operated without further formalities and without compensation.

2.2. Location

The location of the Cluster is selected by the Client at the time of its creation from among the available Datacentres.

ARTICLE 3: SERVICE LEVEL OBJECTIVES

In order to provide a quality Service, OVHcloud strives to maintain high availability of the Master Infrastructure in order to achieve a monthly availability rate of the Kubernetes API server greater than or equal to 99.5%.

However, since the Managed Kubernetes Service is provided by OVHcloud to the Client free of charge, this monthly availability rate is not guaranteed and no compensation can be granted to the Client in the event of non-compliance with this.

The resources orchestrated by the Managed Kubernetes Service (and in particular the Instances constituting the nodes hosting the Client's containers) are subject to the service level commitments defined in the Specific Conditions of Service applicable to them.

APPENDIX 2 – SPECIAL CONDITIONS FOR OVHcloud MANAGED PRIVATE REGISTRY

ARTICLE 1: SERVICE DESCRIPTION

The Managed Private Registry Service enables the Client to manage containerised software image data banks (Images), and store the aforementioned software images in an organised and secure manner.

By default, the Client has a Storage Space delivered as part of the Service. The Client is also provided with a Management Interface, as well as API applications, tools and software programs (the "Components"), all of which enable Client Data (Docker Registry API, Harbor Core, Notary, etc.) to be processed.

A range of models are offered for the Services (S, M or L), with varying features that are described on the OVHcloud Website.

The Data stored by the Client as part of the Service is replicated by default in our Storage Spaces located in the same region as the one selected by the Client when they create their Managed Private Registry within their OVHcloud "Public Cloud Project".

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. General information

The Managed Private Registry Service is aimed at business Clients. As a result, the Service must be used by the Client solely for the purpose of their organisation and its requirements. Using the Service within the context of public registries, which can be publicly read via the internet, is prohibited. OVHcloud reserves the right to suspend or cancel the Service on these grounds. If the Client uses an excessive amount of outgoing traffic, OVHcloud reserves the right to suspend the Service.

As part of the Service, OVHcloud ensures that the hardware and network Infrastructures on which the aforementioned Service is based are maintained in an operational condition. OVHcloud also manages the updates of Components made available to the Client. For the rest, the Client is responsible for managing the Service, particularly for the rights linked to using it, as well as the implementation of any required measures to ensure the longevity of their data and other Content.

The Management Interface is designed for the Client to use the Service, and namely manage their Data, use the available tools and software programs, track their resource usage, and view historical resource usage.

For each category of models, a limited number of parallel outgoing connections is defined depending on the model, as detailed on the OVHcloud Website.

2.2 Components

As part of the Service, OVHcloud provides the Client with a range of different Components that may be opensource or proprietary. All of the Components provided to the Client by OVHcloud as part of the Services remain the exclusive property of OVHcloud, or third parties who have granted them the right to use them. OVHcloud grants the Client the right to use the aforementioned Components provided to them for the requirements of their business. Some components can only be accessed via certain Managed Private Registry models, as described on the OVHcloud Website.

The Client has a Component that can be used to detect security vulnerabilities (via the use of a security vulnerability list). OVHcloud does not provide any guarantees on the usage of the Component. OVHcloud cannot be held responsible in the event of this Component failing to detect a security vulnerability. The role of OVHcloud is limited to alerting the Client in the event of security vulnerabilities being detected, as well as listing the corrective actions that the Client is responsible for carrying out. The Component is pre-configured with a selection of lists, subject to the licence, as specified within the OVHcloud documentation.

The Components provided by OVHcloud as part of the Services must be used in compliance with the applicable Conditions of Service, including third-party product conditions, if applicable.

2.3 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. Under no circumstances can OVHcloud be held responsible in the event of Client Data loss or alteration.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as Data related to CPU usage, RAM, errors in the logs, etc.

2.4 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as configuring the aforementioned service.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.

Any hour (i.e. clock hour) within which the Service is used is billed and due in full.

Outgoing traffic used by the Client is not billed as part of the Service.

ARTICLE 4: SERVICE LEVELS

4.1 Service level agreements

OVHcloud is committed to the following Service levels:

Elements	Service Level Agreements (SLA)	Compensation
Accessibility to essential Components (Docker Registry API, Harbor Core & Notary)	Monthly availability rate: Plan S: 99.90% Plan M: 99.95% Plan L: 99.95%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of the aforementioned monthly cost.
Accessibility to other Harbor Components (Job Service, Clair, Harbor UI and Harbor API)	Monthly availability rate: Plan M: 99.90% Plan L: 99.90%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of the aforementioned monthly cost.
Data resilience	Monthly data resilience rate: Plan S: 100% Plan M: 100% Plan L: 100%	Credit amounting to 100% of the monthly total paid by the Client during the month, for the portion of the Docker registry affected by the malfunction.

"Monthly availability rate" should be understood as: the total number of minutes in the month considered as a deduction made from the number of minutes of unavailability over the month concerned. The total is divided by the total number of minutes in the month.

"Unavailability" should be understood as a response to a HTTP 200 call in less than thirty (30) seconds (excluding push/pull transfer) for an Image where the time depends on the size of the Image concerned, as measured by OVHcloud probes.

"Resilience" should be understood as OVHcloud's ability to make the data stored on the Client's Docker registry available to the Client again after a duly declared period of unavailability (see conditions below). OVH's guarantee of resilience does not under any circumstances constitute a guarantee against loss of the Client's content and Data. The Client remains responsible for backing up their Data and managing their business continuity.

The terms for obtaining Credits are set out in Article 5 (SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS) of these Specific Terms of Service.

4.2 Service level objectives

OVHcloud makes every effort to manage Incidents within the following time periods:

Elements	Objectives
Average response time of APIs	4 seconds
Average status code of registries one hour after a Service is deployed	1% server error
Average status code of Harbor one hour after a Service is deployed	1% server error

(*) OVHcloud cannot provide any guarantee that OVHcloud can meet the Service levels defined above.

APPENDIX 3 – SPECIAL CONDITIONS FOR NETWORK

ARTICLE 1: DESCRIPTION OF THE SERVICE

OVHcloud will make the following network functions ("Network Functions") available to the Client:

-   Load Balancer managed Kubernetes Service edition
    Service allows the Client to manage a workload by distributing packets of traffic across several resources. This improves performance, optimises response times and increases resilience to faults and downtime. The Load Balancer can be configured with containers provided by Kubernetes platform.

-   Load Balancer
    Service allows the Client to manage the workload by distributing packets of traffic across several resources. This improves performance, optimises response times and increases resilience to faults and downtime. The Load Balancer supports SSL/TLS encryption for secure communication and can be configured with Public Cloud instances.

-   Gateway
    Service allows the Client to access Internet resources from Public Cloud instances that have no public network interfaces. Gateway allows the Client to expose Public Cloud instances or Public Cloud Load Balancers to the internet by using Floating IPs (see below). Gateway is interconnected with instances over the private network provided by OVHcloud.

    With Floating IPs, parties understand an IP address optimised for Public Cloud use cases. Floating Ips have automated setup and regionalized private networking support. Floating IPs are subject to pay-as-you-go billing model as defined in the section 3 "SERVICE PERIOD AND FINANCIAL TERMS" of this Appendix. During the period where the IP address is allocated to the Client for clarity purposes, OVHcloud remain the rightful holder of the Floating IP. No transfer of Floating IP ownership may occur pursuant to this contract.

Additional functionalities and more detailed features of Network Functions may be specified and accessible online via the OVHcloud website.

Any resources used as part of the Service (such as Public Cloud Instances, etc.) are subject to the applicable Service Conditions and Specific Conditions.

ARTICLE 2: CONDITIONS OF USE OF THE SERVICE

The Client shall be solely responsible for the administration, configuration, and use of the Network Functions. OVHcloud cannot be held liable in the event of any malfunctioning of the Service due to incorrect configuration of the Network Functions by the Client.

OVHcloud is responsible for administration of the infrastructure underlying the Client's Network Functions and for maintaining the same in good working order. OVHcloud reserves the right to update the Service to maintain

the security or keep the Service in good working order. OVHcloud may thus be required to carry out maintenance, version upgrades or updates. OVHcloud shall inform the Client of any planned maintenance via the interface provided for this purpose.

OVHcloud is under no obligation to carry out any backup of the Client's Network Functions configuration. It is the sole responsibility of the Client to carry out any necessary action to save its configuration, considering the Service's level of criticality on the Client's activity and its risk assessment, in particular in the event of a shutdown of the Service, maintenance operations, version upgrades or updates.

OVHcloud would like to remind the Client that any feature of the Service that allows the client to revert to a previous configuration does not constitute a method of permanently backing up the Client's configuration.

ARTICLE 3: SERVICE PERIOD AND FINANCIAL TERMS

The Service is billed on a Pay-As-You-Go basis, under the terms and conditions set out above. Every hour started is charged and payable in full. Outgoing traffic used by the Client is not billed as part of the Service.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

OVHcloud provides Service levels relating to a particular Network Function availability and recovery times as described below.

Element	Service Level Agreements (SLA) [Monthly availability rate]	Compensation:
Load Balancer managed Kubernetes Service edition	99,99%	Credit of 5% of the monthly cost of the unavailable Service, for each full hour of unavailability in excess of the SLA, up to a maximum of 30% of the aforementioned monthly cost.
Load Balancer	99,99%	Credit of 5% of the monthly cost of the unavailable Service, for each full hour of unavailability in excess of the SLA, up to a maximum of 30% of the aforementioned monthly cost.
Gateway	99,99%	Credit of 5% of the monthly cost of the unavailable Service, for each full hour of unavailability in excess of the SLA, up to a maximum of 30% of the aforementioned monthly cost.

"Availability" means: the functional condition of the Service allowing it to carry out its primary function and being able to reach and configure the Service via the Internet network. Note that any problem or malfunction resulting from poor configuration of the Service by the Client is not regarded as unavailability.

The above Service Level Agreements are subject to the exclusions set out below.

Should OVH find that Network Functions are available and in good working order, OVHcloud is absolved of its obligations under this SLA.
Should OVHcloud find that the Network Function is unavailable, OVHcloud will complete the diagnostic process and work to restore availability.

When calculating the compensation due, unavailability time is calculated from the time at which the incident ticket is opened, up to the time at which OVH confirms that the issue has been resolved.

The terms for obtaining Credits are set out in Article 5 (SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS) of these Specific Terms of Service.

OVHcloud

APPENDIX 4 – SPECIAL CONDITIONS FOR DATA PROCESSING

ARTICLE 1: OBJECT - SERVICE DESCRIPTION

The purpose of these special conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the Data Processing service (hereinafter referred to as the "Service").

The Service allows the Client to execute work tasks (hereinafter referred to as "Job(s)") via an API or their Control Panel by providing the Client with a solution based on various third-party software (such as Apache Spark).

As such, for each of the Jobs launched the Client receives a "Cluster" linked to a Public Cloud project. Each Cluster has its own allocated resources (such as cores and memory). Each Job is run by a master node (driver) that distributes tasks to the computing nodes (executor). The Client chooses the desired number of computing nodes and their configuration, the prices of which are indicated in their Control Panel.

The Resources orchestrated as part of the Service (such as Public Cloud Instances, Object Storage, etc.) remain subject to the Terms and Conditions of Service, and in particular to the Special Conditions applicable to them.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Cluster management and updates

The Cluster is dedicated to the Client, and is hosted, managed and maintained by OVHcloud throughout the duration of the Job. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Cluster and maintaining it in an operational condition. The Client is therefore responsible for scaling their infrastructures, the code needed to execute Jobs, the data used, and its security.

OVHcloud reserves the right to upgrade the software that it provides, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system or application being used by the Client, this update is carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

In order for the Service to orchestrate the Resources comprising the Client's Cluster according to the rules defined by the Client in the API or Management Interface, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources, and acknowledges that they are liable for all costs related to the use of these Resources.

2.2. Location

The location of the Cluster is selected by the Client at the time of its creation from among the available Datacentres.

2.3 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. OVHcloud cannot in any way be held liable in the event of a loss or alternation of the Client's data or in the event of a malfunction of the Service caused by the Clients misuse of the Service (for example, the Client providing an incorrect code). OVHcloud also accepts no responsibility for the content of information, text, images, or data that is accessed, shared or downloaded by the Client as part of the Service.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as data related to CPU usage, RAM, errors in the logs, etc.

2.4 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as configuring the Service.

2.5 Service closure

The Client is responsible for monitoring the Jobs and for closing the Service when necessary.
At the end of the Job, whatever the cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client Data, OVHcloud will delete the Resources used for the Cluster. However, it is the Client's responsibility to delete the resources used collaterally, such as the Object Storage Containers used to store log files.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.

Any minute (i.e. clock minute) within which the Service is used is billed and payable in full. Minutes are counted from the time that a Job is launched, until the end of its lifecycle. If a Job is launched but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

4.1 Description

In the event of a Job failing as part of the Service, the Client may receive a credit equal to 100% of the amount paid by the Client for the portion of the Service affected during the month in question, with a limit of up to five (5) hours per Job.

"**Job failure**" is understood to mean a case where a Job is unable to be completed due to the loss of connectivity in the resources allocated to the Client's Cluster as part of the Service. The loss of connectivity is recorded by OVHcloud thanks to the implementation of ARP (Address Resolution Protocol) ping monitoring requests.

The other services used by the Service (particularly the Object Storage) are subject to the service level agreements set out in the applicable Specific Conditions.

4.2 Receiving credit

In order to receive the aforementioned credit, the Client must inform OVHcloud support within thirty (30) days from the occurrence of the Job Failure discovered by the Client. The Client shall send any information relevant to the diagnosis to OVHcloud. If OVHcloud is unable to identify a Job Failure, OVHcloud is released from any obligations under this article.

The Client must use the credit as part of a Public Cloud Service within a month after their OVHcloud Account is credited. If it is not used within this time, the credit is lost and cannot be used. The credit cannot under any circumstances be refunded to the Client as cash. The Client is informed that in order to receive the credit, they must have paid all bills already due for the Services.

It is expressly agreed that for the Client, the aforementioned Credits represent a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the relevant service level agreements. As a result, the Client renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the Credits cannot be accumulated. When credit compensation is applied, it is provided as generously as possible to the Client.

4.3 Exclusions

The Client cannot under any circumstances use this article and claim the aforementioned credit compensation in the event of a Job Failure resulting in full or in part from: (i) events or factors out of the control of OVHcloud, such as but not limited to cases of force majeure, third-parties, internet connection issues, internet network downtime, faults or incorrect usage of hardware or software under the Client's management (particularly the applications run on the Resources), (ii) failure on the Client's part to fulfil the obligations listed as part of the General Terms and Conditions and/or the Special Conditions (particularly a lack of cooperation towards resolving

the incident), (iii) incorrect or inappropriate usage of the Service by the Client (particularly incorrect usage of the Instances or Management Interface, etc.), (iv) scheduled maintenance, (v) an interruption that falls under the conditions listed in these conditions, or (vi) hacking.

The causes of a Job Failure, particularly the detection of the excluded cases defined above, are determined by OVHcloud by any means, and is mainly done on the basis of elements from OVHcloud's system information (e.g. connection data), which can be sent to the Client on request.

APPENDIX 5 – SPECIAL CONDITIONS FOR AI TOOLS

ARTICLE 1: PURPOSE - SERVICE DESCRIPTION

1.1. Subject

The purpose of these Special Terms and Conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the "AI Tools" service, including a set of tools ("Tools") that enable the development of machine learning models (collectively referred to as the "Service"), and the use of data for data scientists. The Tools comprising the Service (such as AI Training, AI Notebooks or AI Deploy) may be used independently by the Client.

1.2. General description of the Service

Each Tool launched by the Client is deployed on one or more computing units linked to a Public Cloud project and isolated in a Container. Each computing unit has its own features (such as cores and memory). The Client chooses the desired number of computing units, the prices of which are indicated in their Management Interface and/or on the OVHcloud website. For clarification purposes, the Tools include the Jobs and Notebooks defined below.

OVHcloud cannot guarantee an availability time or a minimum or maximum execution time for the Tools. OVHcloud reserves the right to stop or suspend a Tool, after having informed the Client via any means, in order to perform any operation necessary for the proper functioning of the Service (application update, security patch, service usage that violates these Terms and Conditions of Use, etc.).

At the end of the Tool execution, whatever the cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client Data, OVHcloud will delete the Resources used. Meanwhile, the Client is responsible for deleting the collateral Resources used with the Service, such as Object Storage Containers and Private Registry created by the Client, used to store model files and containers. OVHcloud shall apply an operating fee at the price displayed on the OVHcloud website in the event that the Client does not delete the collateral resources.

The Resources orchestrated as part of the Service (such as Object Storage, Private Registry, etc.) remain subject to the Terms and Conditions of Service, and in particular to the applicable Special Conditions.

1.3.AI Training description

AI Training enables the Client to train machine learning models and execute work tasks in a Container (hereinafter collectively referred to as the "Jobs") via an API application, a command line interface (CLI) or their Management Interface. Jobs may be based on libraries provided by OVHcloud, by the Client, or by Third-Party Products.

The duration of the Jobs depends on multiple factors such as the complexity of the training models selected, the volume of data to be processed, and the quantity of Resources deployed.

The lifespan of Jobs depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Jobs. Depending on the mechanisms used by the Client, Jobs may be submitted to the following reports:

The "Running" status refers to Jobs that the Client has started.

The "Done" status means that the computing units of the Jobs in question have been released by the Client.

The "Deleted" status means that the Job in question has been completely deleted by the Client.
Additional status used during the execution of the Services can be defined in the Services technical documentation.

1.4. AI Notebooks description

AI Notebooks allow the Client to programme and run code in a code editor (integrated development environment or IDE) adapted to machine learning via their web browser (hereinafter collectively referred to as the "Notebook(s)"). The Client may administer their Notebooks via an API application, a command line interface ("CLI") or their Management Interface. Notebooks may be based on libraries provided by OVHcloud, by the Client or by third-party partners.

The lifespan of Notebooks depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Notebooks. Depending on the mechanisms used by the Client, Notebooks may be submitted to the following reports:

The "Running" status refers to Notebooks that the Client has started or relaunched.

The "Stopped" status means that the computing units of the Notebook in question have been released by the Client. The Workspace is retained as described below, and the temporary local storage space is deleted.

The "Deleted" status means that the Notebook in question has been completely deleted (including the Workspace) by the Client.

Additional status used during the execution of the Services can be defined in the Services technical documentation.

1.5 AI Deploy description

AI Deploy enables the Client to deploy machine learning apps and models (hereinafter referred to as the "App(s)") via API application, a command line interface ("CLI") or their Management Interface and access to the app created through an endpoint. The Apps may be provided by OVHcloud, third-party partners or by the client, and may be subject to separate terms and conditions that the Client shall accept separately.

Each of the deployed Apps is accessible and searchable through a HTTP API.

As such, each of the Apps launched by the Client is deployed on one or more computing nodes linked to a Public Cloud project. Each computing node has its own allocated resources (such as cores and memory). The Client chooses the desired number of computing nodes and their configuration, the prices of which are indicated in their Management Interface.

The Service also offers an automatic scaling of allocated resources: the Client indicates the minimum and maximum number of computing nodes desired, and the Service adjusts this number according to the workload. The final price will reflect the Resources used.

The lifespan of Apps depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Apps. Depending on the mechanisms used by the Client, Apps may be submitted to the following reports:

The "Running" status refers to Apps that the Client has started or relaunched.

The "Scaling" status means that the computing units are being allocated to the Apps in question.

The "Stopped" status means that the computing units of the Apps in question have been released by the Client.

The "Deleted" status means that the Apps in question has been completely deleted by the Client.

Additional status used during the execution of the Services can be defined in the Services technical documentation.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

In the event that the Client provides their own code and/or Container, the Client is informed that they must first meet the technical requirements listed in the Service technical documentation available in the "Public Cloud" section at (https://docs.ovh.com/). As such, the Client agrees, among other things, to put their Container in a Managed Private Registry in order to be able to use the Service under normal conditions.

The Client is solely responsible for their use of the Services, particularly in terms of managing the keys that enable them to manage authorisations and access to the Service, the use of APIs, software and tools provided by OVHcloud, managing their subscriptions, and managing the data used as part of the Services. The Client confirms that they possess the necessary technical skills and knowledge and have familiarised themselves with the Service features before using them.

2.2. Service management and updates

The Resources are dedicated to the Client, and are hosted, managed and maintained by OVHcloud throughout the duration of the Service deployment. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Resources and maintaining them in an operational condition, within the limits of the Service Level Agreements described below. The Client is therefore responsible for scaling their infrastructures, the data used, and their security.

OVHcloud reserves the right to upgrade the Services that it provides, in particular by carrying out any updates and/or version upgrades it deems necessary. OVHcloud also reserves the right to modify or delete the libraries offered. The Client acknowledges and accepts that these changes do not entitle the Client to termination and/or compensation. In the event that it is necessary to update an operating system, service or application being used by the Client, this will be carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

In order for the Service to orchestrate the Resources allocated to the Client's subscribed Services according to the rules set by the Client in their API, CLI or Management Interface, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources within a reasonable timeframe and according to the available Resources, and acknowledges that they are liable for all costs relating to the use of these Resources.

2.3. Location

The location of the Service Resources is selected by the Client at the time of its creation from among the available Datacentres.

2.4. Data Management and Conservation

2.4.1 General Information

The Client is solely responsible for managing and supervising their data, and in particular the data saved in the Workspace as defined below. OVHcloud cannot in any way be held liable in the event of a loss of or alteration to the Client's data or in the event of a malfunction of the Service caused by the Clients misuse of the Service. OVHcloud also accepts no responsibility for the content of information, text, images, or data that is accessed, shared or downloaded by the Client as part of the Service.

Any backups carried out as part of the Service, particularly in accordance with Article 2.5.2: "Temporary local storage" and Article 2.5.3: "AI Notebooks Workspace" below, do not exempt the Client from ensuring the security of their Service and the data stored on it, and in particular from managing their Disaster Recovery Plan independently. It is therefore the Client's responsibility to take all necessary measures to back up their data outside of the Services in order to be able to restore it in the event of its loss or deterioration.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as data related to CPU usage, RAM, errors in the logs, etc.

2.4.2 Temporary local storage
A temporary local storage space is allocated to a specific Tool in order to allow the Client to use their data. Its storage capacity varies depending on the Resources selected by the Client.
The Parties agree that the local and temporary storage space is not synchronised or backed up by OVHcloud. As soon as the Tool is "done", "stopped" or "deleted", as the case may be, by the Client or in the event of a malfunction, the contents of the temporary storage space will be deleted.

2.4.3 AI Notebooks Workspace

Each Notebook has a directory of files backed up to an Object Storage Container, hereinafter referred to as the "Workspace". The Workspace, accessible by the Client while their Notebook is running, is backed up by OVHcloud as soon as the Notebook is stopped by the Client and is permanently deleted thirty (30) days after the deletion of a Notebook by the Client, unless otherwise decided by the Client. The technical specifications of the Workspace (including the maximum storage capacity) are set out on the OVHcloud website.
The storage space allocated to the Client will depend on the options selected when creating a Notebook.
The data in the Workspace is deleted on the deletion date of the Notebook.

2.5. Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as for configuring the Service.

2.6. Service closure
It is the Client's responsibility to terminate all or part of the unused Service. Failure to do so will result in the unused Service being billed in accordance with the provisions of "Article 3: Duration of Services and Financial Conditions" below.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a *Pay-As-You-Go* basis, under the conditions listed.

Any minute (i.e. clock minute) within which the Service is used is billed and payable in full.

The run time of a Job or Notebook is limited to seven (7) consecutive days. If Service for a Job or Notebook is not closed by the Client before, it will automatically be terminated at the end of this 7 days period.

Provisions specific to AI Training.
Minutes are counted from the time that a Job is launched, until the end of its lifecycle. If a Job is deployed but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

Provisions specific to AI Notebooks.
Minutes are counted from the time that a Notebook is launched until the end of its lifecycle, regardless of whether or not it is used by the Client. The amount charged depends on the available status of the AI Notebook service. When the Notebook is "running", the entire AI Notebook service is payable. When the Notebook is "stopped", the computing units (GPU and CPU) released are no longer billed. If the Client retains the Workspace for a duration of more than thirty (30) days from the Notebook stop date and/or in the event of the use of additional storage capacity, OVHcloud will apply the Object Storage prices listed on the OVHcloud website and applicable documentation.

Provisions specific to AI Deploy
Minutes are counted from the time that an App replica is running, until the end of its lifecycle. If an App replica is deployed but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

In addition to the cost of Resources, some Apps offered by OVHcloud and external partners may add a surcharge, which will be indicated in the Client's Management Interface during deployment.

ARTICLE 4: **SERVICE LEVEL AGREEMENTS**

OVHcloud is committed to ensuring the following Service levels:

AI Tools Services	Service Level Agreements (SLA)	Credits
AI Training	Monthly availability rate: 99.9%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 30% of the monthly cost of the Service.
AI Notebook	Monthly availability rate: 99.9%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 30% of the monthly cost of the Service.
AI Deploy	Monthly availability rate: 99.95%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 30% of the monthly cost of the Service.

*"**Monthly availability rate"** should be understood as: the total number of minutes in the month in question minus the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month.*

*"**Unavailability**" should be understood to mean that all Jobs, Notebooks or Apps submitted by the Client, for any region, are returning an error code of 500 or 503. For the sake of clarification, if the Client does not execute a Job, Notebook or App for a one minute interval, the availability rate for that interval is considered to be equal to 100%.*

The terms for obtaining Credits are set out in Article 5 (SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS) of these Specific Terms of Service.

APPENDIX 6 – SPECIAL CONDITIONS FOR DATADATE AS A SERVICE

ARTICLE 1: OBJECT - SERVICE DESCRIPTION

The purpose of these Specific Conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the "Database as a Service" service (hereinafter referred to as the "Service").

The Service allows the Client to create clusters of one or more database Instances (hereinafter referred to as the "Cluster(s)") via an API or their Control Panel by providing the Client with a solution based on various third-party software, called an "Engine".

Each Engine may have specific configurations in terms of the resources made available. These configurations and features change regularly. It is the Client's responsibility to be aware of these changes, particularly when it comes to any new Orders.

The disk sizes indicated are an approximate size before formatting and partitioning. The actual size may differ depending on the format, partitioning and system installation.

OVHcloud maintains the Infrastructure used as part of the Service and provides the Client with a Management Interface and an Application Programming Interface (hereinafter referred to as "API").

The Management Interface enables the Client to use the Service, and in particular to manage their data placed on the Service, use the available tools and software, track their consumption, or view their consumption history.

The Service features offered are detailed on the OVHcloud website.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements and General Information

The Client chooses the storage capacity of their Service during the Order. This capacity is linked to the type of Service selected. Any change of capacity will involve a change in the Service range.

The software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions, if applicable.

The Client is solely responsible for configuring their security groups and security rules (IP address authorisations and/or IP address blocks), as by default, no rules are configured, with the Cluster provided to the Client being isolated from the public network. OVHcloud cannot under any circumstances be held responsible in the event of the Service's unavailability due to the poor configuration of these security groups and/or rules.

Under no circumstances should the Client:

- • Modify and/or delete the user accounts reserved for OVHcloud to use for administration purposes as part of the Service management;
- • Modify the topology of the Cluster provided to them;
- • Leave the scope of the database management system ("DBMS").

OVHcloud cannot be held responsible in any capacity, including in solidarity, for information, files, data and other Client Content, or for their usage carried out in the context of the Service, including transmission, distribution to internet users, collection, operation, updating, etc. OVHcloud reserves the right to suspend the Service in the event Client should not abide by the Conditions of Service.

The data that the Client stores in a database is not subject to specific encryption by OVHcloud. It is therefore the Client's responsibility to take any measures they deem necessary in order to ensure the security and confidentiality of their data.

2.2. Cluster management and updates

The Cluster is dedicated to the Client, and is hosted, managed and maintained by OVHcloud (or its partners, where applicable) throughout the duration of the Services. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations. OVHcloud reserves the right to carry out any Service updates necessary to comply with the DBMS lifecycle policy described on https://docs.ovh.com/gb/en/publiccloud/databases/.

WAL (Write-Ahead Logging) data, logs and metrics linked to the Client's Cluster(s) may be stored by OVHcloud for a duration of one (1) year following their creation date. Similarly, as part of the Service, backup operations for Client data stored on the Cluster can be performed when the option is included in the Service subscription. These backups can also be kept for a period of one (1) month following their creation date. The Client can restore these backups via their Control Panel or via the use of command lines when the option is included in the Service subscription. If the Client deletes all of the backups performed by OVHcloud, OVHcloud will not be able to restore their Cluster(s). As such, the Client is reminded that the termination of the Services for whatever cause (including termination of the Contract, non-renewal, nonpayment, termination of Services by the Client, non-compliance with the Terms and Conditions of Service, etc.), as well as certain operations to reinstall the Services, result in the automatic and irreversible deletion of all Content (including information, data, files, systems, applications and other elements) reproduced, stored, hosted, collected, transmitted, distributed, published, and more generally used and/or operated by the Client as part of the Service, including any potential backups.

It is the Client's responsibility to take all necessary measures to transfer their Content before the Service is terminated and before each Services reinstallation and generally before any event leading to Content deletion.

2.3 Specific conditions: MongoDB

When using the MongoDB Engine, the Client agrees not to:
- • Distribute, sell, or promote the software as separate software from the Services;

- Use the MongoDB branding;
- Decompile, disassemble, translate, reverse engineer or attempt to derive the source code from any part of the software;
- Directly or indirectly circumvent or violate the technical restrictions of using MongoDB software;
- Remove any copyright, identification or other notices relating to the MongoDB software and its documentation;
- Modify or create a work derived from all or part of the MongoDB software;
- Publicly distribute performance information about the MongoDB software alone or analyses of the software, including benchmark tests;
- Enable MongoDB software to be used on more servers than permitted under the Services and/or contact Support for applications for which support has not been subscribed.

The Client is only authorised to resell their own services using the Services, or to entrust the management of Services containing MongoDB software to a data manager, provided that the Client agrees not to:
- sell the MongoDB software and/or Services alone;
- create a derivative version of the Services;
- sell the Services through third-party platforms or marketplaces.

2.4 Specific conditions: Aiven

Client is informed that AIVEN OY, as publisher of the engines listed below in this Article (altogether the « Aiven Engines»), may access the vRack used for the Services related to these Aiven Engines, to manage these Services:
- MySQL,
- PostgresSQL,
- Redis,
- Kafka and its additional services,
- Opensearch,
- Grafana,
- Cassandra,
- M3db and its additional services.

Therefore, it is recommended that Client takes all appropriate measures to manager its exposure and security (such as open ports restrictions, data encryption, etc.).

AIVEN OY also acts as sub-processor as detailed in Article 5.5 (Sub-Processors) below.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.
There is no minimum usage duration, however, once an hour begins (i.e. a clock hour) it is billed and payable in full.

ARTICLE 4: **SERVICE LEVEL AGREEMENTS**

4.1 Description

OVHcloud will make commercially reasonable efforts to maintain the following monthly Service availability levels:

Solution	Service Level Agreements (SLA)
Essential	No commitment
Business	Monthly availability rate: 99.90%
Enterprise	Monthly availability rate: 99.95%

"Monthly availability rate" should be understood as: the total number of minutes in the month in question deducted from the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month.

"**Unavailability**" refers to the loss of access to all of the Service Instances for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud thanks to the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The downtime is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform the aforementioned technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the availability commitments set out above will not apply.

In the event of non-compliance with these service level agreements (SLAs), the following lump sum compensation will be applied:

Enterprise offer

Monthly availability rate	Service credit (percentage)
Less than 99.95% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the affected Service
Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the affected Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the affected Service

Business offer

Monthly availability rate	Service credit (percentage)
Less than 99.9% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the affected Service
Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the affected Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the affected Service

Within a Service availability level, the Service credit shall be calculated according to the applicable above threshold, without any cumulation between them.

In any event, Service Credits are capped at 30% (thirty percent) of the monthly cost of the affected Service.

The other services used by the Service (particularly in terms of connections to other services) are subject to the service level agreements set out in their applicable Specific Conditions.

The terms for obtaining Credits are set out in Article 5 (SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS) of these Specific Terms of Service.

Article 5: PROCESSING OF PERSONAL DATA

This article describes the conditions for the personal data processing carried out by OVHcloud as processors upon instruction from the Client, as part of the Database-as-a-Service service performed. It supplements the "Processing of personal data" Appendix, which remains fully applicable to the Service.

As a data controller, OVHcloud also processes personal data relating to the use of the Service, in particular connection data and user IDs, access and usage logs, service usage and consumption histories, and technical data relating to the configuration and performance of services. The conditions for this processing are set out in Part 2 of the "Processing of personal data" Appendix, as mentioned, as well as in OVHcloud's personal data usage policy.

5.1 Data

As part of the execution of the Service, OVHcloud processes the following data as a processor (hereinafter referred to as "Client Data"):
- data hosted and used by the Client as part of the Database-as-a-Service Service ("Project data");
- logs generated by the service ("Application logs");
- logs for accessing and using the Client's Service(s) ("logs systems").
The Client is responsible for the content of the Application logs that they generate as part of the Service.

5.2 Processes and purposes

OVHcloud's processing of the Client Data includes storing, recording, retaining, organising, accessing and deleting the aforementioned data. These processes are carried out only when necessary for the purposes of performing the Service (maintenance, administration and support).

5.3 Location

The locations of the different components of the solution are specified on the OVHcloud website, and in the Client's Management Interface.
Certain data processing operations may be carried out remotely, under the conditions set out in Article 5.5 "Subprocessors" below, as well as in the "Processing of personal data" Appendix.

5.4 Data conservation

5.4.1 Project data

The Project Data as defined above is managed by the Client who remains solely responsible for its collection, backup, retention, and deletion for the duration of the Service. At the end of the Service, the Client Data is deleted by OVHcloud under the conditions set out in point 6. below.

5.4.2 Logs

- Application logs: The Client is responsible for managing the retention period of the Application Logs. Subject to the deletion operations carried out by the Client, the Application Logs are retained for the entire duration of the Service, depending on the maximum storage capacity specified in the documentation available on the OVHcloud website.
- Access logs (or logs systems): These are kept for 12 months.

5.4.3 Backups

The Service includes an automatic weekly backup of the Client's Data. The backup is retained for a period that may vary depending on the deletion cycle, from 2 (two) days, up to a maximum duration defined by the Client according to the options selected for the Service. The location of the backups is indicated on the Client's Management Interface for the Service. These backups do not constitute a guarantee against data loss. In order to ensure business continuity, it is recommended that the Client performs backups of their Data at one or more remote sites, depending on the criticality of their data.

5.5 Sub-processors

In addition to the OVHcloud Subsidiaries listed in the "Sub-processors" Appendix, the company AIVEN OY is involved in the administration and maintenance of this solution and the support provided to OVHcloud, in the context of the Aiven Engines.

In this context, AIVEN OY may need to process the Client's data (in particular the data contained in the Service, logs and usage metrics, etc.). As such, AIVEN OY acts as a sub-processor to OVHcloud. The aforementioned data processing is carried out by AIVEN OY remotely from the European Union and from countries that have received a European Commission adequacy decision (Canada, Israel, Argentina, New Zealand and Japan).

5.6 Service closure: Data recovery and deletion

At the end of the Service, whatever the cause (deletion, termination, non-renewal, etc.), the aforementioned Client Data becomes immediately inaccessible following deletion of the encryption key. Depending on the removal cycle the encrypted data may remain available for a minimum of 2 (two) days to a maximum of 1 (one) month. However, this retention period does not guarantee against data loss. Before the Service ends, it is the Client's responsibility to retrieve all of the Client Data that they wish to keep.
Information on how to retrieve this data is available on OVHcloud website.

APPENDIX 7 - SPECIAL CONDITIONS - OBJECT STORAGE SERVICES

ARTICLE 1: PURPOSE

The aim of this appendix is to set out the Special Terms and Conditions, particularly the conditions of use and financial conditions, applicable to the Object Storage services in the OVHcloud Public Cloud Universe (hereinafter referred to as the "Service(s)").

They supplement the OVHcloud General Terms and Conditions of Service and the Public Cloud Special Terms and Conditions currently in force, which are applicable to the Services. Should there be a contradiction between the two, these Special Terms and Conditions shall prevail.

ARTICLE 2: DESCRIPTION OF SERVICES

The Services consist of powerful, scalable and secure Storage Spaces. They allow static files (e.g. videos, images, web files, etc.) to be moved through a public access point, called the endpoint, to an unlimited Storage Space, so that these files can be used from an application or made accessible on the web. These Storage Spaces are accessible via an application programming interface (API). The Services are managed, so all hardware and software maintenance is performed by OVHcloud.

The Services include the following five solutions:

- "Standard- S3 API" Object Storage:

The Standard storage class consists of a scalable object storage service, compatible with the vast majority of use cases, adapted to any volume type. The solution is based on HDD storage within a resilient architecture, all within the same Datacentre. The solution is accessed via an S3 application programming interface (API).

- "High Performance- S3 API " Object Storage:

The High Performance storage class consists of a high-performance object storage service, for applications that have high bandwidth requirements and require extremely fast and intensive read and write access to data. The solution is based on high-performing NVMe SSD storage within a resilient architecture, all within the same Datacentre. The solution is accessed via an S3 application programming interface (API).

- Cold Archive Object Storage:

The Cold Archive storage class consists of a long-term, durable, secure, object storage service for archiving data over several years. Adapted to suit this use case, it comes with a very low storage cost, a 48-hour latency for retrieving data (access time to the first bytes), and a cost per data recovery request. The solution uses magnetic tape storage in a highly resilient architecture, with data distributed across four Datacentres. The solution is accessed via an S3 application programming interface (API).

- "Standard - SWIFT API" Object Storage:

The Standard (Swift) storage class consists of an object storage service with no particular need for performance, within a resilient architecture with triple data replication within the same Datacentre. The offer is accessed via a Swift API or an S3 API (less compatibility with the new Object Storage S3 solutions).

- "Cloud Archive - SWIFT API" Object Storage:

The Cloud Archive (Swift) storage class is an object storage service with long-term data retention for business needs or other obligations. The solution is adapted to suit this use case, and offers low storage costs, and several-minute latency for retrieving data. It is based on capacitive disk storage (e.g. HDD) within a resilient architecture in the same Datacentre. The solution is accessed via a Swift application programming interface (API).

The description for each solution is available on the OVHcloud website.

Before selecting and using a Service, it is the Client's responsibility to carefully review each available solution in order to select the one(s) best suited to their needs.

Throughout the duration of the Service use, OVHcloud provides the Client with a Management Interface or programming interfaces that allow them to configure and administer the Service, including their Storage Space.

Apart from the service level commitments set out in Article 5 *Service Level Agreements (SLAs)* of these Special Terms and Conditions, OVHcloud is only subject to a "reasonable endeavours" obligation.

ARTICLE 3: ORDER AND DELIVERY

The Client activates the Services directly online on the OVHcloud website from their Management Interface or application programming interface (API).

In the event of usage that may impact the stability of Infrastructures or the performance of the Services provided to other OVHcloud customers (e.g. saturation of the available space within a Datacentre, saturation of shared bandwidth etc.), OVHcloud reserves the right to consult the Client before delivering the Service in order to agree on an alternative solution that meets the Parties' needs and constraints.

Where the Infrastructure capacity is not sufficient (i.e. lack of available disk space), OVHcloud reserves the right to temporarily limit the use of the Service: the Client can access their Content, but they cannot store or archive any additional Content (the Service is only accessible in read-only mode).

ARTICLE 4: TERMS AND CONDITIONS OF USE

4.1 Requirements

Prior to any use, the Client must inform themselves about the hardware requirements and the services and/or elements needed to use the Service. Where applicable, these requirements are set out in the documentation for the Service listed on the OVHcloud website.

The Client confirms that they have the necessary technical knowledge to ensure the correct administration of the Service, in particular the Storage Space, and to ensure the longevity of the Content stored or archived as part of the Service, in particular by carrying out backup operations on separate physical media in a separate location.

The Client also agrees to familiarise themselves with the documentation relating to each Service on the OVHcloud website.

4.2 Client's obligations and commitments

The Client is solely responsible for their administration and use of a Service, including the Storage Space. It is therefore the Client's responsibility to check that they are using a Service without saturating the bandwidth or volume that they have ordered for their use case.

The Client is solely responsible for the Content they transfer, store or archive as part of the Service, including its use, operation and update. OVHcloud has no knowledge of the Content stored or archived by the Client as part of a Service.

The Client shall ensure that it uses each Service exclusively for storage and/or archiving purposes.

4.3 Content

OVHcloud cannot be held responsible in any capacity whatsoever, including in solidarity, for the Client's Content or for the way it could be used as part of the Service, including its transmission, distribution, collection, operation or update.

The Client remains solely responsible, in particular in the event of hosting the Content needed to continue their activities, for backing up their Content on separate physical media in a separate location, for setting up and managing a business continuity and/or disaster recovery plan, and more generally, for any technical and organisational measures that enable the Client to continue their activity in the event of a major malfunction of a Service, which may affect the availability and integrity of their Content and consequently the continuity of their activity.

ARTICLE 5: SERVICE LEVEL AGREEMENTS (SLAs)

OVHcloud is committed to ensuring service level agreements for the availability of the Services as described below (the "**SLAs**").

Monthly Availability Rate	Number of consecutive minutes of Unavailability	Credits
99.999% – 99.9%	Less than 44 minutes	0%
99.9% – 99.8%	44 to 97 minutes	10%
99.8% – 99.5%	97 to 220 minutes	25%
99.5% – 95%	Over 220 minutes	50%
<95%	Over 2191 minutes	100%

Monthly data resilience	Incident type	Eligible Service Credits
<100%	Loss of all or part of your Storage Space data	100%

*"**Monthly availability rate**" is to be understood as: the total number of minutes in the month in question deducted from the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month.*

*"**Unavailability**" refers to the loss of access and/or connectivity to the Service. The loss of access and/or connectivity to the Service is recorded by OVHcloud from the opening of an Incident Ticket.*

*"**Credit**" refers to a service credit corresponding to a percentage of the monthly cost of the Service affected by the Unavailability (flat-rate penalty in full discharge of obligations).*

*"**Resilience**" is to be understood as OVHcloud's ability to make the data stored on the Client's Object Storage Containers available to the Client again following an unavailability incident, which must be duly declared. OVHcloud's Resilience guarantee does not under any circumstances constitute a guarantee against loss of the Client's content or Data. The Client remains responsible for backing up their Data and managing their business continuity.*

The terms for obtaining Credits are set out in Article 5 (SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS) of these Specific Terms of Service.

ARTICLE 6: DURATION AND END OF SERVICE

6.1 Service duration

There is no minimum subscription duration, except for the Cold Archive solution. Said solution has a minimum commitment period of six (6) months per archive, starting from the first day the archive is created (i.e. the day the container is moved to an archive and notified as such with the "archived" status). The Service may be terminated at any time. Only the sums corresponding to the uncompleted months of use will be billed, and must be paid upon the next bill after termination. The volume taken into consideration for this bill is the volume of the container that has been archived.

6.2 End of a Service

A Service terminates when the data is deleted from the Storage Space.

The Client is solely responsible for any operations (such as backups, transfers or snapshots) that they deem necessary to carry out in order to protect against the loss of their Content before a Service is stopped for whatever reason.

ARTICLE 7: PRICES AND BILLING

Each Service is billed on a Pay-As-You-Go basis.

The cost of using a Service depends on the quantity of Storage Spaces used, the Storage Space usage time, and the volume of incoming and outgoing traffic.

The price will vary depending on the Service selected by the Client upon activation. Any hour (i.e. clock hour) started is billed and payable in full.

In terms of Storage Space availability:

OVHcloud offers an hourly rate per gigabyte.

The gigabyte of Storage Space is always billed in full, including when it is not fully used (rounded up to the next gigabyte).

Any hour during which one gigabyte of Storage Space is used is billed and payable in full by the Client, including when that gigabyte is used and/or deleted during that hourly slot.

For traffic entering and leaving the Storage Space:

OVHcloud offers a per-gigabyte usage rate for incoming and outgoing data.

"*Gigabyte of incoming data*" should be understood to mean a gigabyte of incoming data to the Storage Space, regardless of its origin (from the internet and/or the OVHcloud network and/or a third-party private network, etc.).

"*Gigabyte of outgoing data*" should be understood to mean a gigabyte of data leaving the Storage Space, regardless of the destination (to the internet and/or the OVHcloud network and/or a third-party private network).

All incoming and outgoing traffic resulting from requests is billed, unless there is a HTTP error. The requests themselves are free.

Notwithstanding the above, the traffic entering the Object Storage Containers is not billed to the Client.

The provision of the "local" Storage Space (directly attached to the Instance), as well as the incoming and outgoing traffic of the "local" Storage Space, are included in the cost of the Instance.

ARTICLE 8: LIFECYCLE MANAGEMENT

OVHcloud implements the following lifecycle for each Service:

- "**General Availability**": refers to the date on which a Service, a new version or a new range of a Service, is made available in one or more datacentres (excluding the test phase).

- "**End of Sales**": this is the date on which the marketing of a Service, or of a version or range of a Service, is halted. End of Sales usually occurs three (3) years after General Availability. After this date, the Client will no longer be able to order a new Service or this version or range of the Service.

- "**End of Growth**": this is the date on which the growth of a Service, or of a version or range of a Service no longer included in the catalogue, ends. This stage usually occurs two (2) years after the End of Sales. After this date, the Client will no longer be able to order additional options or services from this Service or this version or this range of Service.

- "**End of Support**": This is the date on which a Service, or a version or range of a Service, no longer receives support from OVHcloud. End of Support usually occurs five (5) years after General Availability. The Client shall be notified of the End of Support by receiving at least thirty (30) days' notice. After the End of Support date, the SLAs and associated penalties will no longer apply and updates and version upgrades will no longer be provided.

- "**End of Life**": This is the date on which a Service, or a version or range of a Service, is stopped. End of Life is announced with a minimum notice period of thirty (30) days. After this date, the Service, or the version or range of the Service affected by the End of Life, is permanently shut down. OVHcloud may, at its discretion, on an exceptional basis and for a limited time, allow the Client to maintain a Service, or the version or range of the Service concerned, to allow the Client to perform a Service migration. However, it is strongly recommended that the Client upgrades to the latest available version or range.

The dates relating to the different stages of the lifecycle are communicated or provided to the Client throughout the Service's lifetime, either directly by email or via the OVHcloud website.