

SPECIFIC CONDITIONS – OVHcloud Connect

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DEFINITIONS

The capitalised terms in this appendix are defined below and in the Contract to which these Specific Conditions relate. The definitions below supplement the definitions in the Contract.

Client Network: Resources outside OVHcloud's Infrastructure that are used by the Client and that the latter wishes to have communicate with the Resources made available by OVHcloud. These may be the Client's own resources or resources made available by third parties and/or hosted by third parties on behalf of the Client.

Cross-Connect: A Cross-Connect is the term for a fibre cable link that connects two racks together at a datacenter or PoP.

LoA: The Letter of Agreement is a document provided by OVHcloud to the Client that should be given to the PoP manager when ordering a Cross-Connect. It authorises the Client to connect to a particular position reserved for them in the OVHcloud rack.

MMR: Meet Me Room: PoP room where rack fibre cables are interconnected.

OVHcloud Connect Direct : Connection(s) to the OVHcloud Backbone made available to a Client at one or more OVHcloud Point(s) of Presence. With OVHcloud Connect, Clients can connect their own Client Network (i.e. their own IT infrastructure and resources and/or any third-party infrastructure and resources they use) to their OVHcloud vRack.

OVHcloud Connect Provider : Connection(s) to the OVHcloud Backbone made available to a Client at one or more Point(s) of Presence via a third party provider. With OVHcloud Connect, Clients can connect their own Client Network (i.e. their own IT infrastructure and resources and/or any third-party infrastructure and resources they use) to their OVHcloud vRack.

OVHcloud Connect Infrastructure: All equipment operated by OVHcloud from Patch Panel ports to vRack connection ports at OVHcloud Datacenters.

Patch Panel: Optical distribution panel found in OVHcloud racks that links to the MMR.

Point of Presence (PoP): Physical location where OVHcloud has equipment for vRack interconnection. The list is available at www.ovhcloud.com.

Virtual Circuit : point-to-point client link between a PoP from a third-party provider and a given OVHcloud PoP. This service is provided by a third-party provider and allows the Client to use the OVHcloud Connect service via a third-party provider to take advantage of its network coverage.

vRack: Virtual Local Area Network ("VLAN"), or set of Virtual Local Area Networks created on the OVHcloud internal local area network ("Backbone") and consisting of different resources (Servers, Storage Spaces, etc.) made available to a Client by OVHcloud. Resources in different OVHcloud Datacenter locations can be connected in the vRack. Some OVHcloud resources are not eligible for the vRack. Information about OVHcloud resource eligibility for the vRack is available at www.OVHcloud.com.

ARTICLE 1: PURPOSE

These Specific Conditions aim to set out the specific terms, including conditions of use and financial conditions, that apply to OVHcloud's OVHcloud Connect Direct and OVHcloud Connect services (hereinafter either "Service" or "Services"). They supplement the current OVHcloud General Terms of Service. Should there be any contradictions, these Specific Conditions will take precedence over the OVHcloud General Terms of Service.

If not defined in this document, capitalised Term definitions can be found in the OVHcloud Glossary on the OVHcloud Website.

ARTICLE 2: SERVICE DESCRIPTION

With OVHcloud Connect Direct, Client can connect to its own network (i.e. their own IT infrastructure and resources and/or any third-party infrastructure and resources they use) to the OVHcloud vRack. OVHcloud provides to the Client OVHcloud network connection ports at its various Points of Presence ("OVHcloud PoP").

With the OVHcloud Connect Provider, OVHcloud makes available to the Client, with the help of a third-party provider, a connection service to the OVHcloud network. This service allows the Client to use the connection ports located in the different Points of Presence of the supplier (or "Supplier PoP"). For this, OVHcloud Connect Provider offers to connect the Client of the supplier PoP to an OVHcloud PoP, via an additional Virtual Circuit service offered by the supplier (or "Supplier Service").

The list of OVHcloud Points of Presence in France and abroad is available on the OVHcloud Website. The Virtual Circuit offers and the list of suppliers' Points of Presence is available on each supplier's website. Different bandwidths are available and detailed on the OVHcloud Website.

ARTICLE 3: SERVICE CONDITIONS OF USE

For the OVHcloud Connect Direct, the Client chooses from the available OVHcloud Points of Presence and selects one or more where they wish to have one or more connection port(s).

The Client is responsible for connecting to Client Network to the ports made available by OVHcloud. OVHcloud communicates all necessary information about how to do this connecting in a LoA.

In creating the connection, the Client thereby establishes (i) a link between the Client Network and the selected OVHcloud PoP(s), and (ii) a cross-connection for the selected OVHcloud PoP(s) with the position made available by OVHcloud in the MMR.

OVHcloud is responsible for connecting the position made available to its optical equipment.

For the OVHcloud Connect Provider service, the Client chooses from among the available OVHcloud PoP(s) the one or those in which it wishes to have one or more connection port (s).

The Client takes care of the connection operations of its Network (Client Network) to the physical ports made available by the supplier. The Client also supports the establishment of the Virtual Circuit between the supplier PoP and the OVHcloud PoP.

These operations supported by the Client include the establishment (i) of a connection link between its Network and the selected supplier (s), and (ii) of a cross-connection, at the level of the selected supplier PoP (s).

The Client is solely responsible for:

- their contractual relationship with OVHcloud PoP connection providers and PoP providers in charge of operating the aforementioned cross-connection;
- the contractual relationship it establishes with the providers of the complementary Virtual Circuit service.
- the acquisition, reliability, security, availability and maintenance of material (equipment, cabling, connectors, etc.) used to establish the aforementioned connections and cross-connections (subject to the connection ports and connections made available by OVHcloud);
- the compliance of the aforementioned material with the prerequisites provided by OVHcloud;
- managing all required costs (installation, maintenance, material, providers, etc.);
- configuring the Service (including setting IPs for BGP sessions, VLAN numbers, etc.).

ARTICLE 4: SERVICE LEVELS

OVHcloud does its best endeavors to ensure the OVHcloud Connect Service is available.

The delivery times mentioned on the OVHcloud Website are not guaranteed.

The availability of the OVHcloud Connect Service relates only to the OVHcloud Connect Service, which extends from the OVHcloud PoP to the Datacenter. The configurations proposed below are linked to the OVHcloud Connect infrastructure only and do not take into account the possible configurations offered by a supplier (in the case of OVHcloud Connect Provider)

To provide network redundancy between the Client’s Network and vRACK, and ensure a lasting connection, particularly should equipment fail, OVHcloud suggests the following Client Infrastructure settings:

- Two (2) connection ports at a single PoP OVHcloud (“Redundant Local Connection”)
- Two (2) connection ports, each at a different* PoP OVHcloud (“High Availability - Level 1”).
- Four (4) connection ports, half shared (2 by 2), at two (2) different* PoPs connecting to two (2) different Datacentres (“High Availability - Level 2”).

() The Client may choose the location of each PoP from those available*

However, OVHcloud recommends that the Client sets up and maintains a VPN access solution that allows them to access their vRACK should an OVHcloud Connect fault occur.

Service Level Commitments (SLA)

The OVHcloud Connect Service availability commitments relate only to the OVHcloud Connect Service which extends from the OVHcloud PoP to the Datacenter. In particular, the availability of the OVHcloud Connect Provider Service does not take into account the terms of availability linked to the additional service (Virtual Circuit) offered by the supplier.

Connections	Service Level Commitments (SLA)	Compensation
1 connection at 1 PoP	No commitment	Not applicable
2 connections at 1 PoP “Redundant Local Connection”	No commitment	Not applicable

<p>2 connections at 2 PoPs: “High Availability - Level 1”</p>	<p>Monthly Availability rate: 99.9%</p>	<ul style="list-style-type: none"> - If the availability rate is between 99.9% and 99%, a Credit of 10% of the monthly cost of the OVHcloud Connect Service impacted will be awarded. - If the availability rate is between 99% and 95%, a Credit of 20% of the monthly cost of the OVHcloud Connect Service impacted will be awarded. - If the availability rate is below 95%, a Credit of 30% of the monthly cost of the OVHcloud Connect Service impacted will be awarded.
<p>4 connections at 2 PoPs to 2 Datacentres “High Availability - Level 2”</p>	<p>Monthly Availability rate: 99.99%</p>	<ul style="list-style-type: none"> - If the availability rate is between 99.99% and 99%, a Credit of 10% of the monthly cost of the OVHcloud Connect Service impacted will be awarded. - If the availability rate is between 99% and 95%, a Credit of 20% of the monthly cost of the OVHcloud Connect Service impacted will be awarded. - If the availability rate is below 95%, a Credit of 30% of the monthly cost of the OVHcloud Connect Service impacted will be awarded.

“Monthly availability rate” is to be understood as meaning: the total number of minutes in the month concerned less the number of minutes of non-availability in the month in question, the total being divided by the total number of minutes in the month in question. For the purpose of calculating Credit Services, non-availability is calculated with effect from the opening of the support ticket, until OVHcloud confirms that the problem is solved.

“Downtime” means: A simultaneous loss of connectivity across all Client vRACKs caused by a failure or malfunction of the OVHcloud Connect Infrastructure. Failures and malfunctions that do not prevent access to the vRACK are not considered to be downtime, including instances of weaker Infrastructure performance.

It is expressly agreed that the compensation credits set out above constitute, for the Client, an all-inclusive payment for all loss or damage resulting from OVHcloud’s failure to meet the service agreements in question; and as such the Client waives any right to any other request, complaint or action.

The cumulative monthly total for compensation owed by OVHcloud (for all incidents and SLAs) is limited to 30% of the monthly OVHcloud Connect Service cost.

Compensation payments are made by deduction from the invoice for the month following receipt by OVHcloud of the Client’s request for compensation, provided that all invoices issued by OVHcloud have been paid by the Client

. If more than a month has elapsed since closure of the relevant support ticket, compensation can no longer be requested by the Client.

If Client intervention is required to diagnose or resolve an incident, and the Client is unavailable or will not cooperate with OVHcloud, this period will not be counted as downtime, intervention time or recovery time.

Compensation is not payable where SLA non-compliance is due to (i) events or factors outside OVHcloud's control including - but not limited to - force majeure, third-party activity, the malfunction or misuse of equipment or software under the Client's control, (ii) the failure of the Client to comply with their obligations under this Contract (including a failure to cooperate with the incident resolution process), (iii) the misuse or inappropriate use of the Service by the Client (including incorrect network configuration, Storage Space saturation; inappropriate use of systems, software or other components used by the Client in connection with the Services), (iv) planned maintenance, (v) a suspension in line with the terms set out in the OVHcloud General Terms of Service, or (vi) a hack or piracy. In these situations, and subject to point (iv), OVHcloud reserves the right to bill the Client for its intervention where required to restore availability. A quotation will be sent to the Client for their approval.

The causes of downtime, including the exclusions set out above, may be established by any means, including using OVHcloud information system elements (such as connection data) that will be admissible by express agreement.

ARTICLE 5: TERM, FEES AND BILLING

The fee varies according to the usage type and term (the "Initial Term") selected by the Client when placing the Order. Only the fee indicated on the purchase order provided by OVHcloud represents the total amount payable by the Client.

At the time the Order is placed, as well as each time the Service is renewed, an invoice is issued and is settled by automatic payment via the means of payment registered by the Client. The Client undertakes to register a valid means of payment on its OVHcloud Client Account from among the available means of payment.

It is the Client's responsibility to precisely determine the package that best suits their needs. Packages cannot be amended during the term of performance of the contract.

The Initial Term begins either on the date the Service is made available, or thirty (30) calendar days after the first LoA is issued (only in the case of the OVHcloud Connect Direct Service), as the case may be. At the end of the Initial Term, the rental term automatically renews for successive periods of the same duration (the "Renewal Period(s)") unless the renewal term is modified or the Service is cancelled in accordance with the terms set out below or the current General Terms of Service.

The Client can change the term of future Service Renewal Periods via their Management Interface at least 24 hours before the end of the Initial Term or ongoing Renewal Period.

Where the Initial Term does not begin on the first day of a calendar month (i.e. it starts during a month), the Service renewal cycle will be adjusted to coincide with a calendar cycle at the first renewal so that the following Renewal Periods begin on the first day of the calendar month. *(e.g. A Service is initially taken out for one (1) year on 24 May 2020. At the end of the Initial Term, the Service period will be extended from 24 May 2021 to 31 May 2021).*

If the Client does not want the Service rental term to be renewed at the end of the Initial Term or ongoing Renewal Period ("Renewal Date"), they should deactivate automatic payment in their Management Interface at least 24 hours before the end of the Initial Term or ongoing Renewal Period.



In the event of a deactivation of the automatic payment under the above terms and conditions, the Service concerned is automatically cancelled and deleted at the end of the Initial Term or ongoing Renewal Period (“Expiry Date”).

The Client nevertheless still has the opportunity to renew the Service concerned by reactivating the automatic payment function up to 24 hours before its Expiry Date, or by paying in advance for the next Renewal Period.

Both the duration and terms and conditions of renewal and cancellation of some options and functions that can be combined with the Service may differ from those applicable to the Service. It is the Client’s responsibility to take note of these.