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## 1. DEFINITIONS

**“Additional IP”**: commercial name of the Service as listed 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.

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

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

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

**“Campus”**: Datacentre or group of datacentres controlled by OVHcloud, from which OVHcloud is providing its services, located in a defined geographical region (for example, the Gravelines Campus).

**“IP Reputation”**: A flag issued by an entity managing a real time block list and linked to a given Public IP Address that allows a receiving software entity to assess the reliability of the issuer using that Public IP Address to communicate.

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

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

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

## 2. PURPOSE

The purpose of these Specific Conditions is to define the specific terms and conditions applicable to the service described in Article 3 (Service Description) known as “Additional IP” (hereinafter referred to as the “Service(s)”). They supplement the General Terms of Service currently in force.

If there is a contradiction, these Specific Conditions prevail over the General Terms of Service of Service.

### 3. SERVICE DESCRIPTION

#### 3.1. Definition

The Service enables the Client to provision and assign IP Addresses or IP Address Blocks to a Compatible Service. The Service can be used through an API or via the Management Interface. The list of Compatible Services is available on the OVHcloud website. The Client can modify the Compatible Service to which they wish to link a resource, and also release IP addresses and IP blocks that they no longer need.

Each Compatible Service allows the Client to subscribe to a limited number of additional IP Addresses or IP Address Blocks. Limitations for each Compatible Service and Client Account are detailed on the OVHcloud website.

The Client cannot assign the same IP Address from the same Block to several services simultaneously, and that an IP Address Block cannot be divided to individually assign the IP addresses it contains across multiple services.

Unless otherwise specified on the OVHcloud Website, OVHcloud makes only IPv4 addresses available as part of the Service. The Service is not compatible with IPv6 Addresses.

#### 3.2. Geographical scope

During Order, the Client chooses the Compatible Service with which they wish to use the IP Address or IP Address Block. The Campus on which the associated Compatible Service runs determines the Campus where the IP Address or IP address block can be used. The list of Campuses compatible with the Service is available on the OVHcloud website. The Client may not use their IP addresses on a Campus other than the one selected at the time of Order.

It is the Client's responsibility to precisely determine the assignment Campus according to the services with which they will use the IP Address or IP Address Block. The assigned Campus cannot be modified during the Service.

#### 3.3. Additional Features

##### 3.3.1. IP address protection

OVHcloud is committed to implementing technical tools that can be used to protect Clients' IP Addresses, particularly when they are victims of cyber attacks. This protection does not in any way consist of an obligation of result to be borne by OVHcloud, as OVHcloud only fulfils a "best endeavours" obligation.

##### 3.3.2. Reverse DNS

As part of the Service, the Client may benefit from the optional "Reverse DNS" additional feature. This feature allows the Client to manage the reverse DNS (*arpa zone*) attached to the Services subscribed.

##### 3.3.3. Geolocation

As part of the Service, the Client benefits from the optional "Geolocation" additional feature, which allows the IP Address or IP Address Block to be assigned a country of origin.

### 4. ORDER

The Client may order the Service at any time, subject to availability, from the OVHcloud website and in their Management Interface, provided that they have a Compatible Service.

Any order for IP Addresses or an IP Address Block is subject to the fact that the maximum number of IP Addresses per Compatible Service, or per Account, has not yet been reached.

OVHcloud may refuse any request for new resources, without having any obligation to justify its decision to the Client. This refusal may be justified for a number of reasons, including but not limited to: non-compliance with the provisions applicable to the allocated resources, non-compliance with OVHcloud contractual terms, IP addresses blacklisted due to their use by the Client, lack of available resources, etc.

## **5. SERVICE IMPLEMENTATION**

When requesting the Service to be made available, OVHcloud shall make commercially reasonable efforts to make the IP Address available as soon as possible, and at the latest within ten (10) working days.

Once the IP Address Blocks are available, they will appear in the Client's Management Interface. It is recommended that the Client regularly checks their Management Interface.

## **6. HOLDERSHIP OF IP ADDRESSES**

OVHcloud grants the Client the right to use the IP Addresses and/or IP Address Block included in the Client's Services. Regardless of the duration of the Client's use of the Services, OVHcloud does not transfer ownership of the IP Addresses and/or IP Address Block to the Client, and OVHcloud remains the sole owner of the IP Addresses or IP Address Block that it makes available to the Client at any time.

## **7. PRICES, BILLING AND DURATION**

### **7.1. Prices and billing**

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

Additional IP Addresses are billed monthly. Only the price indicated on the Order issued by OVHcloud reflects the total amount to be paid by the Client.

The price of the services will remain unchanged and fully payable if OVHcloud takes over one or more IP Addresses in accordance with Article 9 (Obligations and responsibility of the Client).

### **7.2. Payment methods**

During Order, as well as when the Service is renewed, a bill is issued and paid automatically using the payment method registered by the Client. The Client agrees to register a valid payment method on their Client Account from the methods available.

If the automatic payment is deactivated under the conditions set out in Article 7.4. (Duration; Renewal), the relevant Service is automatically terminated at the end of the current period.

However, the Client retains the ability to renew the Service up to 24 hours before the end of the current period, either by reactivating the automatic payment function, or by paying for the next Renewal Period in advance.

### **7.3. Payment periods**

All Services are billed on a monthly basis, one month in advance.

### **7.4. Duration, Renewal**

The Service is ordered for an initial period of one (1) month (the "Initial Period"), and is automatically renewed in successive periods of one (1) month (the "Renewal Period(s)") under the same contractual and pricing

conditions, except (a) when the first Renewal Period varies between one (1) and thirty (30) days according to the calendar cycle, and (b) in the event of termination by one of the Parties at least 24 hours before renewal. The Initial Period begins on the day that the Client's Service is made available.

By way of exception to the first paragraph, where the Initial Period does not start on the first day of a calendar month (start-up during the month), the Service's renewal cycle is realigned to a calendar cycle as follows:

- The Initial Period lasts for one (1) month, starting on the day that the Service is made available, and is charged for one (1) month;
- The first Renewal Period runs from the first day following the end of the Initial Period until the last day of the current calendar month, with the Service being billed on a pro rata basis; then
- Subsequent Renewal Periods last one (1) month, starting on the first day of the calendar month, and are billed for one (1) month.

*For example, if the Initial Period starts on the 12th of March 2022:*

- *The Initial Period lasts one (1) month, from 12 March 2022 to 11 April 2022.*
- *The first Renewal Period runs from 12 April 2022 to 30 April 2022; then*
- *The following Renewal Periods last for one (1) month and begin on the first day of each subsequent calendar month (1 May 2022, 1 June 2022, etc.).*

## **8. EFFECTS OF TERMINATION**

When the Client requests the termination of the Service (including the deletion of an IP Address or IP Address Block), OVHcloud will first check that the reputation of the IP Address Block or IP Address is not negative. As such, OVHcloud will check that the IP Address Block or IP Address has not been blacklisted by a notable organisation fighting against SPAM or fraudulent activities (phishing, malicious files) such as SPAMHAUS or SPAMCOP.

In the event that the IP Address Block or the Client's IP Address is included on such a blacklist, it is the Client's responsibility to take any measures with the organisations that created the list to remove the IP Address Block or the IP Address concerned from the blacklists before the Service is terminated. The removal from all blacklists is required to confirm that the reputation of the IP Address Block or IP Address is not damaged and that it can therefore be reassigned to a new client.

Failure to do so shall result in the Client being charged a fee for its removal from the blacklists in accordance with the applicable pricing on the OVHcloud Website.

## **9. CLIENT OBLIGATIONS AND LIABILITY**

### **9.1 Applicable rules**

The Client agrees to use the Service in accordance with OVHcloud's General Terms of Service and with the documentation provided by OVHcloud, in particular via the following website: <https://docs.ovh.com/>.

As such, the Client agrees to maintain a good IP Reputation for all of their ordered IP Addresses or IP Address Block throughout the duration of the Service. The Client shall not engage in the mass sending of unsolicited emails (spamming) via the IP Addresses allocated by OVHcloud.

### **9.2 Use under the Client's responsibility**

OVHcloud does not accept any responsibility for the Client's use of the IP Addresses assigned to them by OVHcloud. The Client remains solely responsible for the use of the resources allocated to them, particularly in the event of unlawful, fraudulent use of the IP Addresses they own. The IP Addresses assigned to the Client



cannot be transferred by the Client to a third party. The Client is responsible for any requests made by a third party relating to the use of an IP address assigned to the Client.

### 9.3. Continuous use of the Service

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

The Client agrees to delete the IP Addresses when not or no longer in use, as soon as possible. The Client can delete an IP Address or an IP Address Block via the Management Interface.

Deleting one or more IP Addresses does not affect the number of IP Addresses initially ordered by the Client. The Client retains the ability to request OVHcloud to provide them with IP Addresses within the limit of the number authorised under the current Order. The Client should note that this right to provide IP Addresses is not applicable in the event that the Service is suspended or terminated due to the Client's failure to fulfil their contractual obligations.

If the Client fails to use an IP Address continuously for a period of thirty (30) consecutive days, the Client is invited, by email or via the Management Interface, to assign the unused IP Addresses to a Compatible Service as soon as possible. Failure to assign these IP Addresses will result in OVHcloud automatically suspending the Service. The aforementioned suspension takes place without any consideration or compensation due to the Client, and without prejudice to OVHcloud's right to terminate the Contract for breach of contract, in accordance with the provisions set out in the General Terms of Service.

### 9.4. WHOIS database

The IP Address Block will be saved in the WHOIS database of the RIR. The Client may edit some of the fields that will then be publicly available. The Client agrees to customise the reverse for these additional IP Addresses.

### 9.5. Penalties

In the event of non-compliance with Article 9, OVHcloud reserves the right to suspend and/or terminate the Service for breach of contract, in accordance with the provisions set out in the General Terms of Service.

In the event of a necessity or emergency, OVHcloud may terminate IP Addresses without delay and without prior notification.

A case of necessity or urgency is particularly understood to mean any proven or imminent damage to the reputation of an IP Address ordered by the Client, whether as a result of a malicious act, or following the detection of a vulnerability in the security of the Client's infrastructure system.

## **10. TRANSFERABILITY**

IP Addresses and IP Blocks can be transferred between the different Compatible Services on the same Campus. The Client can modify the assignment of an IP Address via the Management Interface.

The Client may, if they wish, switch an additional IP address to another Compatible Service. This operation must be carried out from the Client's Management Interface. Assigning an IP Address or IP Address Block to another Compatible Service is therefore counted towards the maximum number of IPs that can be associated with the Compatible Service.

The switchover of an IP Address can be carried out by the Administrative Contact of the original Compatible Service if they are also the Administrative Contact of the destination Compatible Service.

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

“Administrative” and “technical” contacts refer to the Client Accounts associated with a Compatible Service, as listed in the Client’s Management Interface.

## **11. COMPENSATION**

In addition to Article 6 (Effects of termination), if the Client makes use of one or more IP Addresses that result in the IP Addresses being blacklisted:

- (a) The Client shall compensate OVHcloud for all of the consequences of this listing, including any costs (including internal administrative processing) of delisting; and
- (b) OVHcloud may immediately take back all or part of the IP Addresses made available to the Client, in order to preserve their integrity and value, without any consideration or compensation due to the Client.

## **12. IP ADDRESS NON-SPECIFICITY**

IP Addresses are not specifically assigned, i.e. when an IP Address is deleted by the Client or taken over by OVHcloud, this IP Address can be immediately assigned by OVHcloud to another client. OVHcloud cannot guarantee that the IP Addresses provided to the Client following a previous restoration or deletion of IP Addresses will be the same as those previously deleted or restored.