

The Backup Option offered by OVHcloud (the “Service”) is a solution which has been developed by a third party and integrated into the Management Interface. It enables the Client to save and restore its Virtual Private Server, or all or part of the data stored on it.

Capitalized terms have the meaning set forth in the Specific Terms of Service for rental of Virtual Private Server(s) as supplemented by this appendix or in the General terms of service.

1. CONDITIONS OF SERVICE IMPLEMENTATION

The Client is responsible for ensuring that the backups are carried out in accordance with its request and the chosen configuration.

The Client will be able to retrieve all or part of its data via the Management Interface.

If the Service allows, depending on the Client's choice and availability, this storage space may be located either in another Data Centre or, within the same Data Centre, in a different Rack to the one in which the Client's Service is set up.

OVHcloud reminds the Client that the storage space allocated to the Service does not under any circumstances constitute a guarantee against the loss of Client data. As such, it is the Client’s responsibility to implement a business continuity plan (BCP) and/or a disaster recovery plan (DRP) in order to have resources in different risk environments. The Client may obtain additional information regarding the implementation of a BCP and/or DRP or backup option located in a Datacenter other than the Client’s Service, by contacting OVHcloud Support under the conditions set out in the applicable General Terms of Service.

2. OVHcloud 'S OBLIGATIONS

2.1. Obligations

OVHcloud does not have knowledge of the data saved. The Client is therefore liable for ensuring that it holds sufficient rights in respect of this data, and that the content complies with all applicable laws and regulations.

OVHcloud undertakes to apply due care and diligence so as to deliver a quality service, in accordance with good industry practice and the current state of technology.

OVHcloud reserves the right to interrupt [or suspend] the Client's Service to carry out technical operations to improve the operation of the Service. In such cases, OVHcloud shall inform the Client as soon as reasonably possible if any maintenance, repair or upgrade requires the server to be interrupted or suspended, and of the likely duration of such interruption or suspension. The Client then is responsible for being vigilant at the time of the next backup.

In the event of failure of the Storage Space allocated to the Backup Option, and/or of the data therein being corrupted or inaccessible, OVHcloud shall, as soon as reasonably possible, make a new backup of the Client's data or will request the Client to make a new backup.

2.2. Data backup

OVHcloud shall not be liable to the Client in respect of the correct execution of the backup.

It is the Client's responsibility to verify the backup carried out, and in the event of failure, to seek the causes thereof, and to inform OVHcloud technical support, so that a new backup of its Virtual Private Server is made.

In the event of a proven malfunction in the Service, OVHcloud can disable the Service after having informed the Client.

2.3. Client data confidentiality

The data available on the Virtual Private Server to be backed up will remain confidential. OVHcloud undertakes not to disclose such data. However where Client data is requested by a court or an administrative authority duly authorised by law, OVHcloud will be obliged to provide the desired information to the legal authorities. Likewise, in the event of a suspected interference on the data processing system occurring on the OVHcloud installations, OVHcloud reserves the right to access the Client data and if necessary, to cease providing the Services immediately.

2.4. Liability

In addition to the limitations and exclusions contained in the Specific Conditions OVHcloud shall not be held liable in respect of any liability arising out of or in connection with the content of the information, sound, text, images, shapes and forms, and data accessible on the Client's backup space.

3. CLIENT OBLIGATIONS AND LIABILITY

The Client shall be responsible for ensuring that the Virtual Private Server backup has successfully completed. In the event of an issue arising, the Client will take all measures necessary to relaunch the backup.

The Client acts as an independent entity and, as such, accepts full responsibility for all risks and liabilities of its activity. The Client is solely responsible for the files and data stored on its Virtual Private Server. The Client is responsible for the data, the content, usage, and the updating of information transmitted, distributed or collected, and for all files, eSpecificly address files.

The Client undertakes to use the Backup Option with due diligence, in accordance with the meaning given by law, as well as current case law.

OVHcloud reserves the right to adjust its prices and those concerning the Client's Backup Option, in response to any abnormal use of the Backup Option.

Any abuse of the Backup Option may lead to OVHcloud limiting or suspending all or part of the Backup Option.

4. **DELETION OF DATA**

The Client acknowledges that all data stored on the Storage Space allocated to the Backup Option will be deleted by OVHcloud following non-renewal of the Backup Option and non-renewal of the Virtual Private Server.

It is the Client's responsibility to retrieve all of its data prior to the Backup Option expiry date, or that of its Virtual Private Server.

5. **BILLING**

The option is linked to the billing of the Client's Virtual Private Server, and consequently it cannot be cancelled separately to the Service.

The Service is billed monthly in addition to the cost of the Virtual Private Server.

6. **DEFINITIONS**

Rack: container used to store servers and other IT or telecom equipment.

Data Centre: physical site where the infrastructures provided to the Client by OVHcloud as part of the Services are located.