

## OVHcloud GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

### 1. Definitions and Scope of the General Conditions

1.1 These OVHcloud General Conditions for Professional Services ("GC") shall apply to all Professional Services (as that term is defined below) provided by OVH SAS, a company incorporated in France, under number B 424 761 419B 537 407 926 at the R.C.S. Lille Métropole, with its registered offices at 2 rue Kellermann 59100 Roubaix, France or any of its Affiliates (hereinafter altogether referred to as "OVHcloud") and the Client as both identified on the quote or order form attached or any document referring to these GC.

1.2 The supplying party shall be hereinafter referred to as "OVHcloud" and the purchasing party and any of its Affiliates, shall be hereinafter referred to as "Client".

1.3 "Affiliates" of a party shall mean an entity

- (i) which is directly or indirectly controlling such party;
- (ii) which is under the same direct or indirect ownership or control as such party; or
- (iii) which is directly or indirectly owned or controlled by such party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.4 "Services" shall mean professional services supplied by OVHcloud to Client hereunder as detailed in the quote or order form attached or any document referring to these GC.

1.5 "Changes" shall mean changes in Deliverables, including but not limited to changes in documentation, delivery arrangements, time schedule or any other changes related to a Contract.

1.6 "Contract" shall mean these GC together with any order and/or document, to which these GC are attached, submitted by OVHcloud to the Client. The Contract shall become effective and binding on OVHcloud and Client, upon mutual execution of this Contract or of the order and/or any document referring to these GC. Under no circumstances shall any conflicting or additional terms in a Client's purchase order or purchasing conditions or similar document be binding on OVHcloud.

1.7 "Deliverables" shall mean all materials in whatever form including but not limited to any report, document, data, design or any other material generated during the provision of the Services and/or which result from the Services whether by OVHcloud, or both parties jointly.

1.8 "Third Party Products" means any product (such as without limitation, an operating system, application, firewall, hardware component, etc.) that is developed and owned by a third party and made available to the Client by OVHcloud, or that the Client has directly or indirectly procured from such third party.

### 2. Personnel

2.1 OVHcloud shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under a Contract. OVHcloud may freely subcontract all or part of the Services to any third party.

2.2 Notwithstanding any degree of supervision exercised by Client over any Services, including OVHcloud's personnel working on the Services, such personnel shall, at all times, be deemed to be the employees of OVHcloud. Under no circumstances shall the relationship of employer and employee be deemed to arise between Client and OVHcloud or OVHcloud's personnel.

2.3 Each party shall appoint an authorized representative to be the other party's principal contact for all matters related to the Services. OVHcloud's representative shall directly supervise, control and be primarily responsible for performance of the Services, including day-to-day matters.

### 3. Delivery

3.1 OVHcloud will deliver the Deliverables set forth in the quote or order form attached or referring to these GC.

3.2 OVHcloud undertakes to exercise reasonable care and skill in providing the Services/the Deliverables in accordance with the characteristics stated in the Contract. The Parties hereto acknowledge and agree that OVHcloud is subject to an obligation of means hereunder with that respect.

### 4. Changes

Client may require, and OVHcloud may recommend, at any time prior to acceptance of the Deliverables, any Changes. In that event, the Parties shall discuss the impact of said Change on the Services timeline, Price, and Deliverables and formalize their agreement regarding said Changes upon mutual written agreement.

### 5. Acceptance

5.1 Unless Client has informed OVHcloud in writing of its rejection, within 10 (ten) days following receipt of the Services and Deliverable by Client, the said Deliverables and Services shall be deemed accepted by Client. OVHcloud shall correct and redeliver any Deliverable that do not materially meet the corresponding specifications set forth in the Contract.

5.2 Minor defects in the Services or Deliverables shall not prevent the acceptance of the Services and Deliverable provided that these defects do not affect their use or application.

### 6. Prices and Terms of Payment

6.1 Unless expressly provided otherwise in in the quote or order form referring to these GC, prices are exclusive of travel and accommodation expenses. Any travel and accommodation expenses shall be reimbursed by Client against invoices.

6.2 All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. OVHcloud shall comply with all applicable tax, employment and other legislation and shall be responsible for taxes based upon its income or income of its personnel and all other employer's payments under such legislation.

6.3 Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any Contract and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.

6.4 The prices are expressed and the payments shall be made in Euros unless another currency has been agreed to in writing by the parties. All payments are non-refundable. Prepaid Services must be consumed by Client within one year following their purchase.

6.5 OVHcloud's invoices shall be payable within fifteen (15) days of the date of invoice receipt.

6.6 In case of default or late payment, including partial payment, the Client shall be liable to pay late payment interests and OVHcloud shall correspondingly charge interest on the overdue amount, starting from the day following the payment due date until complete payment is received, calculated at three times the statutory interest rate. Furthermore, any default or delay of payment (including partial) of the sums due by the Client hereunder which persists for more than (4) days after notification sent to the Client by email, shall result by right, and without requiring any additional notification or formal notice, in (a) the immediate demand of all of the sums remaining due by the Client under the Contract regardless of their payment terms, and (b) the right of OVHcloud to decide to immediately suspend without prior notice all or part of the Services, to refuse any new Services and to terminate all or part of the Contract. In case of default of payment or late payment, Client shall be liable to pay a fixed recovery fee of forty (40) Euros, without prejudice to OVHcloud's right to demand, upon supporting documents, additional compensation in cases where the recovery fees are greater than the amount of said fixed recovery fee.

6.7 Contestation. In the event of any disagreement regarding invoicing or the nature of the Services, the Client must notify OVHcloud no later than one (1) month of the date the invoice was issued. In the absence of said notification, the Client shall be liable

to settle all unpaid invoices according to the terms of the Contract. In case of failure to invoice the Services correctly or in the appropriate timeframe, OVHcloud reserves the right to invoice or correct the invoicing at any time, subject to any mandatory applicable limitation.

## 7. Intellectual Property Rights and Third Party Products

7.1 All of the items (software, infrastructure, documentation, etc.) made available to the Client by OVHcloud in the provision of the Services and during the Term of the Contract remain the exclusive property of OVHcloud or the third parties which have granted the rights to use them. Client acknowledges that the copyright in all material produced by OVHcloud prior to the commencement of the work related to the Services shall remain vested in OVHcloud.

In consideration for the complete payment of the Services price, OVHcloud grants the Client a non-exclusive licence to use the Deliverables for its sole internal non commercial use, in accordance with the present Contract. Notwithstanding any contrary provision, the Client remains solely responsible for acquiring all authorisations and usage rights, and OVHcloud does not grant Client hereunder any right or authorisation regarding any element and content (including Third Party Product, data, software, applications, systems, websites, etc.) which Client uses and operates in relation to the Services. Client retains all intellectual property rights in the content it provides hereunder to OVHcloud for the performance of the Services. Subject to mandatory legal provisions, the Client is not authorized to decompile the software, source code and algorithms used in the course of supplying the Services, notably to reverse-engineer.

7.2 Third Party Products. Subject to specific commitments undertaken within the scope of the applicable Services, (a) OVHcloud is not responsible for Third Party Products made available within the scope of the Services which may contain technical errors, security vulnerabilities, incompatibilities or instabilities, and offers no guarantee for the Third Party Products made available by OVHcloud to the Client in the provision of the Services hereunder (including all related information and items such as software, systems, applications, etc.), and (b) the Client is only authorised to use the Third Party Products made available to it by OVHcloud in accordance with the terms of the Contract, and in particular is forbidden from decompiling, accessing the source code, reinstalling on any other infrastructure software or systems made available to it. The Client uses the Third-Party Products entirely at its own risk and is responsible to ensure that such services are suited to its needs and the purposes for which it uses them.

## 8. Responsibility

8.1. Ability. Each of the Parties warrants and represents that it has full power and authority to enter into and perform the Contract. In particular, the Client and OVHcloud represent and warrant that it holds all of the authorisations, skills and knowledge (particularly of a technical nature) which enable them to respectively use and provide the services in accordance with the terms and conditions of the Contract.

8.2. OVHcloud Responsibility. In cases where the applicable Services or the Contract include commitments from OVHcloud to particular levels of service, the corresponding payments or credits which may be due by OVHcloud to the Client shall constitute the Client's sole and exclusive remedy for OVHcloud's failure to comply with the level of service committed to and OVHcloud's entire liability for failing to meet the relevant level of service. In the absence of an applicable commitment to a given level of service under no circumstances shall the total aggregate liability of OVHcloud (its Affiliates, subcontractors and providers included) to the Client (however arising) under or in relation to this Contract, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed (i) the total amount of sums paid by the Client to OVHcloud for the impacted Services or Deliverable over the course of the six (6) months prior to the Client's claim for compensation or (ii) the direct prejudice suffered by the Client if such prejudice is lower. Legal

action against OVHcloud may not be initiated more than two years from the date on which the Client knows of the damage.

8.3. Limitation of liability. To the extent permitted by applicable law, under no circumstances shall OVHcloud be liable under or in connection with this Contract for any:

(a) use of the Services and/or Deliverables and/or Third Party Products by the Client or a third party which is in breach of the terms and conditions of the Contract;

(b) non-execution, failure, malfunction or unavailability of the services and/or Deliverables resulting from actions by a third party (excluding OVHcloud subcontractors), the Client, a Third-Party Product, or the Client's failure to fulfill its obligations;

(c) indirect or consequential loss including loss of business, commercial damage, lost of orders, operational losses, loss of revenue, loss of reputation, harm to the company's image, loss of actual or anticipated profits, loss of contracts or clients (for instance, unwanted disclosure of confidential information relating to such clients due to system failure or hacking, third party claim against the Client);

(d) loss, disclosure or illicit or fraudulent use of Client's authentication credentials by the Client or any third party;

(e) suspensions of access, or temporary or permanent suspension of operated services (notably a request issued by a legal authority or a competent judicial authority);

(f) loss of, damage to, alterations of all or part of the content (including information, data, applications, files or other items) hosted or accessed to by OVHcloud and noting that OVHcloud is not responsible to perform the continuity of the Client's activities and notably backup operations;

(g) lack of suitability of the services to the needs of the Client (including in relation to the sensitivity of the relevant data);

(h) security incidents related to the use of the internet, particularly in case of loss, alteration, destruction, disclosure or unauthorized access of Client data or information on, or from, the internet;

(i) impairment of systems, applications and other items installed by the Client on the infrastructure.

8.4. Client's Responsibility. The Client bears the risks related to its activities and is sole responsible for the use of the Deliverables hereunder and for compliance with the provisions herein, including procuring that any third party using the Deliverables, or on whose behalf the Deliverables are used, comply with such provisions. In particular, the Client is responsible for (a) ensuring the Services ordered are suited to its needs and the needs of third parties for whom or on whose behalf they are used, (b) the content, such as information, data, files, systems, applications, software, websites, and other elements which may be reproduced, hosted, installed, collected, transmitted, distributed or published, and more generally used and/or operated within the scope of the Services, as well as (c) the management and use of said content (in particular their verification, validation, updating, deletion, backup, and along with any measure designed to protect against the loss or alteration of the content), including when the content belongs to a third party or is used or operated by or on behalf of a third party, and (d) compliance with applicable laws and regulations, as well as OVHcloud Code of Conduct. When the Client uses the Deliverables in the scope of a business activity, or when acting on behalf of a third party, it shall be covered by a third-party insurance policy, from an insurance company known to be creditworthy, covering the entire amount of damages which may be imputed to it, and undertakes to maintain that insurance policy (or any other equivalent insurance) for the entire duration of the Contract.

8.5. Guarantee. Each Party guarantees it practices activities complying with the regulations in effect. Client guarantees OVHcloud against any consequences resulting from (a) fraudulent use of the Deliverables or use that does not comply with the provisions herein or any applicable laws and regulations, (c) the use of Deliverables made in violation of third party rights, (d) the lack of suitability of the Deliverables to its needs or the needs of its users

and of any third party on whose behalf the Deliverables are used, or (e) the loss of, or unauthorized or fraudulent use of, users' authentication credentials. The Client undertakes to take appropriate action in the event of any action, claim or complaint by a third party relative to the content provided to OVHcloud and/or this Contract, including those by legal or judicial authorities, and to indemnify and hold harmless OVHcloud against any damages, losses and expenses which may result therefrom (including legal judgements, reasonable legal defence costs, etc.).

8.6. Third Parties. Under the present Contract, OVHcloud makes no commitment towards any third parties, including users, and no stipulation of the Contract may be interpreted as creating third party beneficiaries of the present Contract. The Client is solely responsible for its relationship with any third parties (notably the users of the Deliverables) and shall indemnify and hold harmless OVHcloud against any action, claim or complaint undertaken by a third party regarding the Services and/or Deliverables. The Client undertakes to notify promptly OVHcloud in writing of any claims, complaints and/or legal action taken by a third party regarding the Services and/or Deliverables, detailing the subject matter of the claim as well as any appropriate information so that OVHcloud may communicate to the Client any items in its possession which may be useful. OVHcloud reserves the right to take part into such litigations.

### 9. Force Majeure

Neither Party may be held liable due to a failure to meet its contractual obligations resulting, directly or indirectly, from unforeseeable events having the characteristics of force majeure as defined in Article 1218 of the French Civil Code and by case law. The Parties declare that force majeure (i) includes strikes, including strikes by the personnel of a subcontractor of one of the Parties, acts of vandalism, war or threat of war, sabotage, terrorist acts, fires, epidemics, earthquakes, floods and explosions, as well as power cuts beyond the control of the affected Party. In such circumstances, the affected party shall inform the other Party as quickly as possible in writing, detailing the circumstances and the expected duration of the Force Majeure event, and shall keep the other Party regularly informed of the status of the situation. If, despite the efforts of the affected party in breach, the period of delay or non-performance continues for more than thirty (30) consecutive days, the Party not affected may terminate without liability whatsoever all or part of the services affected by the Force Majeure event with immediate effect by giving notice to the affected party.

### 10. Confidentiality

10.1. Commitments. Each of the Parties undertakes, as concerning the confidential information of the Party of which it is recipient or to which it has access within the scope of the execution of the present Contract, to (a) only use said confidential information for the sole purposes of the execution of the Contract, (b) preserve the confidentiality of said information with the same degree of care as if it were its own confidential information, and (c) give access to said confidential information only to their respective associates and Affiliates who need to know the information as part of their function on the condition that these recipients have received prior notification of the confidential nature of said information and are linked by a confidentiality agreement at least as equivalent as this Contract. Each Party is also allowed to communicate the other Party's confidential information to its counsels as long as they belong to a regulated profession (e.g. lawyers, barristers, certified accountants and auditors). Each Party forbids itself to divulgate the other Party's confidential information to other persons than those referred to above without the prior written consent of the other Party and warrants the respect of the confidentiality of said information by every person to whom it divulgates it. Shall be considered confidential the Contract's provisions and all information communicated between the Parties, or to which the Parties have access in the scope of the execution of the Contract and in any form whatsoever and the nature (notably financial information and marketing, trade secrets, know-how, information related to security and to the terms of use of the Service). To be considered as a confidential information, it is not necessary that the confidential

nature of the information be mentioned on the document or other media containing the information or precised when the information is divulgated. Both Parties undertake to comply with its obligation of confidentiality for the entire duration of the Contract as well as for a period of two (2) years from its termination, regardless of the cause.

10.2. Exceptions. The confidentiality commitments defined above shall not apply to information for which the recipient Party can demonstrate that (a) the recipient Party became legitimately aware of the information without being required to keep them confidential prior to the other Party having communicated the information or provided it with access to the information, or (b) the information is in the public domain or falls into the public domain during the course of the execution of the Contract by means other than a failure by the recipient Party (or persons for which it is responsible) to fulfill its confidentiality obligations under the present Contract, or (c) they were communicated to the recipient Party by a third party having the authority to disclose them and which did so legitimately, (d) they result from developments performed by the recipient Party and/or by its employees independently of the execution of the Contract, or (e) the divulgation of the said information was authorised by the other Party as provided in the Contract's provisions. Notwithstanding the preceding, each of the Parties reserves the right to disclose information received from the other Party (a) strictly within the limits necessary to defend its rights, it being noted that in such cases, the confidential information of the other Party shall be retained for the time legally required for their use as evidence, and can only be disclosed to those persons who need to know them within the course of the legal action or procedure in question (judges, lawyers, etc.), those persons being bound by professional secrecy or otherwise by a confidentiality agreement, or (b) at the request of a competent legal or judicial authority, it being specified that in such cases, disclosure shall be strictly limited to the request of said authority, and, subject to any legal requirements or injunctions to the contrary, the recipient Party shall inform the other Party of said request.

### 11. Termination

11.1 Any Contract may be terminated with immediate effect by written notice by the non-defaulting party in the event that (i) the other party commits a material breach of a Contract and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof; or (ii) the other party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of such other party's business or if an administration order is made in respect of such other party or (iii) if there is a significant change in the ownership or control of the Client.

11.2 OVHcloud shall be entitled to terminate any Contract at any time with thirty (30) days' written notice to the Client.

11.3 Upon termination, Client shall immediately pay for Deliverables delivered and for Deliverables in progress at the time of said termination.

11.4 In the event of termination or expiration of a Contract, Clauses 6, 7, 8, 10, 11 and 13 herein shall survive.

### 12. Compliance with Sanctions

12.1 For the purposes of this Contract, "Sanctions" means the applicable laws, regulations, embargoes and restrictive measures administered, enacted or enforced by the European Union, France, any other European Union Member State, the United Kingdom, the United States of America, the United Nations (including the respective governmental authorities of any of the foregoing), and any other applicable sanctions authority, relating to economic or trade sanctions, export or trade controls, non-proliferation, anti-terrorism and similar laws, regulations, rules or requirements in force from time to time.

12.2 The Client shall at all times comply with Sanctions.

12.3 The Client represents and warrants that:

- (a) it is not, and was not previously, a person which has been designated under, targeted by, or otherwise subject to, any Sanctions;
- (b) it is not owned or controlled by, or acting for or on behalf of, an individual or entity which has been designated under, targeted by or otherwise subject to, any Sanctions; and
- (c) the Services will not be sold, exported, diverted or otherwise transferred to any individuals or entities located in countries or regions subject to comprehensive Sanctions or trade embargoes, to the governments of any of these countries or regions, or to any person or entity that is otherwise targeted by Sanctions Laws, or to any person or entity that is directly or indirectly involved in acts of terrorism, or in connection with weapons of mass destruction or missile applications; and
- (d) it will not use, deal with, sell, supply, transfer or export, or broker the use, dealing with, sale, supply, transfer or export of the Services in a manner that would otherwise violate Sanctions.

12.4 The Client shall inform OVHcloud immediately if any of the representations and warranties in this clause cease to be accurate in any respect at any time during the term of this Contract.

12.5 OVHcloud is not obliged to perform any obligation under this Contract to the extent that the performance of such obligation would breach Sanctions applicable to OVHcloud or expose OVHcloud to any risk of enforcement action or punitive or restrictive measures or other adverse action under Sanctions.

12.6 In the event that:

- (a) the Client breaches any provisions of this clause;
- (b) the representations and/or warranties set out in this clause cease to be accurate in any respect at any time during the term of this Contract; or
- (c) clause 12.5 applies,

OVHcloud, in its discretion, shall be entitled to terminate all or part of this Contract, by providing written notice to the Client upon such terms and with such effect as specified by OVHcloud in such written notice.

### **13. Miscellaneous**

13.1 Neither party may assign a Contract or any of its rights, benefits and obligations thereunder without the prior written consent of the other party, except OVHcloud in case of assignment to a third-party subcontractor or an Affiliate.

13.2 These GC and Contract shall be governed by and construed in accordance with the laws of France, excluding its choice of law provisions.

13.3 Any dispute, controversy or claim arising out of or relating to these GC or a Contract, or the breach, termination or validity thereof shall be finally settled by the commercial Courts of Paris.