

## GENERAL TERMS OF SERVICE

*Latest version dated May 6, 2022*

This Agreement is entered into between:

- OVH Australia PTY LTD (Australian Company Number 612 612 754, LEVEL 12, 90 ARTHUR STREET NORTH SYDNEY NSW 2060) which purpose's is to provide internet services through dedicated servers, shared and cloud hosting, ("**Service(s)**"); hereinafter called "OVHcloud"
- and any person or corporation, individual or professional, private or public, wishing to receive one or more Services from OVHcloud; hereinafter called the "Client".

### DEFINITIONS

Please note that definitions are available on OVHcloud website: OVHcloud Glossary.

### 1. PURPOSE

- 1.1. Due to the nature of the technology, OVHcloud does not warrant to provide a continuous or uninterrupted or fault or defect or degradation or error free, or a completely secure Service. Nor does OVHcloud warrant the Services will meet all of the Client's requirements. Therefore, the Client should ensure that he/it have satisfied himself/itself that the Services are appropriate and are suitable for their intended purpose. The Client acknowledges that he/it has ensured that he/it has checked the suitability of the Services to his/its needs and that he/it has received from OVHcloud all the relevant information and advice needed to enter into this agreement knowledgeably and willingly.
- 1.2. The purpose of this Agreement is to define the technical conditions of OVHcloud's agreement to provide the Services to the Client. OVHcloud agrees to use all reasonable endeavours, to provide a quality Services in compliance with professional standards at the date of this Agreement.
- 1.3. These General Terms and Conditions of Service, to which will be added, as applicable, specific terms and conditions and/or schedules proposed by OVHcloud, shall:
  - (i) be applicable, at the exclusion of all other terms and conditions, including the terms and conditions of the Client, to all the Client's orders for the Services from the OVHcloud; and
  - (ii) prevail over all other conditions of the transaction, including the terms and conditions of the Client as well as any previous correspondence between OVHcloud and the Client and/or early representations made by OVHcloud with respect to the Services, including all quotations, offers, etc.
- 1.4. OVHcloud undertakes to exercise reasonable care and skill in providing the Services in accordance with the characteristics, terms and Service level agreements indicated in the Contract. In particular, OVHcloud agrees to exercise reasonable care and skill in keeping in place a competent team responsible for assisting the Client and handling Incidents ("OVHcloud Support") and ensuring the availability and security of the Services in accordance with the applicable terms and performance levels. OVHcloud is subject to an obligation of means.

1.5. The parts of the Services that are offered gratuitously are also governed by these General Terms and Conditions of Service. OVHcloud agrees to use all reasonable endeavours, to provide a quality Services in compliance with professional standards at the date of this Agreement.

## 2. ORDERING SERVICES

- 2.1. Client Account. To be able to order OVHcloud Services, the Client must have a valid Client Account. The Client creates its Client Account online within the OVHcloud Website. The Client shall provide all the required information (email address, name, address, bank details, etc.), and undertakes that all of the information thus provided is correct and up to date throughout the entire duration of the Contract. When a Client Account is created and used by a third party, such person shall be considered as acting in the name and on behalf of the Client, and having full power and authority to enter into and perform this Contract on behalf of the Client.
- 2.2. Activation of the Client Account. Prior to the activation of the Client Account, as well as at any time while the Contract is in effect, OVHcloud reserves the right to verify the accuracy of the information sent by or for the Client Account, and to request supporting documents from the Client. OVHcloud reserves the right not to activate, or to deactivate, the Client Account in the event that any of the information provided by the Client is, inaccurate, or fraudulent.
- 2.3. Orders. Once its Client Account has been activated by OVHcloud, the Client can order Services.
- 2.4. Depending on Services, Orders can be sent using the OVHcloud Website and/or directly using the Client's Management Interface and/or using an API which OVHcloud may provide for said purpose. The Client is solely responsible for the management of its Client Account and associated authentication credentials (user names, passwords, etc.). Any Order sent from the Client Account is deemed to have been submitted by the Client, is binding on the Client and agree to be bound by the Terms of Service. The terms and timescales for the provision of Services vary depending on the Service ordered. Some Services are made available only upon receipt by OVHcloud of payment from the Client in advance for the relevant Services. It is the responsibility of the Client to ensure that the delivery terms for the ordered Services meet its needs

## 3. SERVICES

- 3.1. Applicable Terms of Service. The provision and use of the Services are governed by these Terms of Service, the Specific Terms of Services applicable to the selected Services, any other conditions referred by the General Terms of Services and Specific Terms of Service, such as Third Party Product Terms of Use, along with any other information given to the Client during the Order ("Terms of Service"). The use and/or the download of Third Party provided by OVHcloud in the provision of the Services constitutes acceptance of the Third Party Product Terms of Use in accordance with Article 3.11. The Specific Terms of Service, and the Third Party Product Terms of Use supplement these General Terms of Service. In the event of contradiction, the Specific Terms of Service, as well as the General Terms of Service, shall prevail over the Third Party Product Terms of Use. The Terms of Service in effect are available on the OVHcloud website, or may be sent to the Client upon request addressed to OVHcloud Support. The Terms of Service may vary depending on the country where the Services are located and the local laws that will be applicable. The Client may consult on OVHcloud's website all the documents incorporated by reference into this Agreement. Such documents are subject to amendments or updates by OVH.
- 3.2. Information related to the Services. OVHcloud makes available to the Client via the OVHcloud Website, online resources which enable the Client to be informed of the characteristics of the Services offered. These resources may include, in particular, (a) information regarding various available features, configurations, options and

ranges and(b) documentation, technical guides and/or examples (or use cases) on using the Services so as to facilitate better understanding and use of the Services. The Client may obtain additional information regarding the Services by contacting OVHcloud Support in accordance with article 4 below. In cases where OVHcloud offers Services which comply with known standards or specific regulations which apply to certain activities, OVHcloud shall communicate its scope of responsibility as well as the conditions in which OVHcloud complies with said standards or regulations.

- 3.3. OVHcloud commitments and obligations. OVHcloud undertakes to exercise reasonable care and skill in providing Services in accordance with the characteristics, terms and levels of Service stated in the Contract. In particular, OVHcloud agrees to exercise reasonable skill and care in keeping in place a competent team responsible for assisting the Client and handling Incidents (“OVHcloud Support”) and ensuring the availability and security of Services in accordance with the applicable terms and performance levels. OVHcloud is subject to an obligation of means.
- 3.4. Subcontracting. Subject to the legal and contractual provisions applicable in matters of privacy and personal information, OVHcloud may subcontract all or part of the Services to its Affiliates. Within the scope of the Contract, OVHcloud may freely recourse to Third-Party Providers, without having to inform the Client or solicitate it prior approval. However, subject to contradictory provisions of Specific Terms of Service in effect or Client’s specific agreement, no performance implying access to the Content stored by the Client within the scope of the Services shall be subcontracted outside of OVHcloud Group. OVHcloud shall in all cases remain primarily liable for the provision of the subcontracted Services.

#### 4. Terms of use of the Service

- 4.1. Compliance with the Terms of Service. The Client agrees to order and use the Services in accordance with the Terms of Service in effect. The Services must be used in good faith. In particular, the Client undertakes to comply with these General Terms, the Specific Terms of Service and the applicable third-party product terms of use, as well as any information communicated to the Client at the time of the Order. When using the Services on behalf of a third party, or authorizing a third party to use the Service the Client undertakes before any use of the Service(s) by such third party, to communicate and obtain their approval on the Terms of Service and guarantees compliance of the Terms of Service by the said third party.
- 4.2. Services Selection. Before ordering and using the Services, the Client shall familiarize itself with all of the applicable Terms of Service (in particular, the Specific Terms of Service and the applicable third-party product terms of use), and study all of the documentation, configuration, options and ranges of services available, in order to select Services and characteristics suited to its needs and those of the third parties for whom or on whose behalf the Services will be used. In particular, the Client shall verify that the Services are suited to the legal and regulatory requirements applicable to the activities performed with the Services. In order to obtain any additional information regarding the Services, the Client may contact OVHcloud Support as set out in article “OVHcloud Support” hereafter. Services terms and characteristics are be updated regularly. The Client is responsible to take note of these updates, particularly when placing a new Order.
- 4.3. Connection. To use the Services, the Client must ensure that it has access to a remote connection (such as the Internet or a private network), which it is solely responsible for and bears the costs of. The Client is hereby informed that the Internet presents technical hazards and security risks that are external to the technical measures used by OVHcloud in the provision of the Services. OVHcloud shall not be held liable for any failure from Internet access providers or other third party data transport networks (including but not limited to

connection lines lack of reliability, bandwidth fluctuations, connection interruptions, etc.), nor for the consequences of said failures, particularly when they result in Services unavailability or discontinuity.

- 4.4. Means of authentication. Client is responsible for the management and confidentiality of the means of authentication necessary for connecting to and using the Services. The Client shall ensure that Users are knowledgeable of and follow standard practices to maintain the confidentiality of their authentication credentials. The Client is solely responsible for any consequences which may arise from the loss, disclosure, or fraudulent or illicit use of Users authentication credentials. OVHcloud shall in no way be held liable in this regard. The Client undertakes to immediately inform OVHcloud of any loss or disclosure of any authentication credentials, and to immediately change said authentication credentials.
- 4.5. Content. Except for items provided by OVHcloud, OVHcloud does not handle the Content and shall not access said Content for any other purpose than as necessary to provide the Services. OVHcloud does not perform any verification, validation or update operations on said Content. Likewise, OVHcloud does not perform any particular backups of Content stored in connection with the Services. Therefore, the Client is solely responsible for taking all necessary measures to safeguard its data in order to protect it against risk of loss or degradation regardless of cause. The Client shall ensure that the Content is legal and used in accordance with applicable industry standards, laws and regulations. Any use of illegal or fraudulent Content (such as the distribution, publication, storage or transmission of sexually explicit, obscene, offensive, pedophile, anti-Semite, racist, hateful content or materials inciting to crimes against humanity, acts of terrorism, , to hatred or discrimination towards individuals by reason of their gender, religion, sexual orientation or identity, or disability), or the illegal or abusive use of Content (for example, fraudulent use of Content, or use of Content in violation of rights belonging to a third party such as personality rights, copyrights, patents, trademarks or other intellectual property rights) within the scope of Services is prohibited, and can lead, at OVHcloud discretion, to immediate suspension of all or part of the Services, the deactivation of the Client Account and/or the termination of the Contract by OVHcloud, without prejudice to other rights and remedies OVHcloud may have under the Contract or at law.
- 4.6. Compliance with laws and regulations – Prohibited activities. The Services shall be used in a reasonable manner, pursuant to all applicable laws and regulations. The Client undertakes to keep abreast of any updates or changes to laws, regulations or documentation provided by OVHcloud. Explicitly forbidden actions include, but are not limited to, (a) abuse, fraudulent or excessive use of the Services and resources made available to the Client, particularly any use of a nature that threatens the stability and security of OVHcloud systems or which can result in a degradation of the Services performance provided to other OVHcloud clients, (b) intrusions or intrusion attempts launched from the Services (including, but not limited to, port scanning, sniffing, spoofing, and more generally, attacks on external parties originating from resources made available by OVHcloud) except Penetrating Tests specifically authorized by OVHcloud pursuant to these General Terms of Service, (c) any use or attempted use of spam or any other similar technique, and (d) use of illicit or prohibited Content as specified. For clarity sake, crypto currency mining, denial of service attacks, spamming, or any other activity designed to, or capable of disrupting, damaging or limiting the functionality of any Services are strictly prohibited. This does not affect the Client's right to use consensus mechanisms such as "proof of stake" to verify transactions in the blockchain, provided always such mechanism does not fall under the restriction set forth in paragraph (a) above.
- 4.7. Suspension of Services. OVHcloud reserves the right to suspend all or part of the Services in the event of (a) a known risk to the stability and/or security of OVHcloud systems or environment, to the Services and/or to Client Content, (b) scheduled maintenance, (c) a request issued by a legal authority or competent judicial authority, (d) notification by a third party in accordance with applicable laws, or (e) Client noncompliance with all or part of the Terms of Service. Said suspension may occur immediately and without prior notice in case of emergency or necessity, and particularly in the case of an event such as described in point (a), (c) and (d) above, or in case

of illicit or fraudulent use of the Services, or use in violation of the rights of a third party, and more generally, of any use which may trigger the liability of OVHcloud. Except for request issued by a legal authority or competent judicial authority requests or for noncompliance with the Terms of Service, OVHcloud shall endeavour to minimise the suspension impact on the normal operations of the Services. Any such suspensions shall in no way release the Client from its obligation to pay the full amounts due to OVHcloud under the Contract, which is without prejudice to the Client's right set forth in article "Liability" hereafter if such suspensions result from OVHcloud's failure to fulfil its obligations. Client can consult the maintenance schedule using the interface provided for this purpose. In the event any such suspension results from Client's failure to fulfil its obligations under the Contract, the suspension shall take place without prejudice to OVHcloud's right to terminate the Contract in accordance with article "Duration, Renewal and Termination of Services" hereafter, and without prejudice to OVHcloud's other rights and remedies at law. Except in cases of termination or nonrenewal of Services, suspensions of Services shall not result in the deletion of Client's data. Unless suspensions result exclusively from OVHcloud's failure to fulfil its obligations, the duration of the aforementioned suspensions shall not be deemed as unavailability of Services in application of the service level agreement provided in the Contract.

- 4.8. Updates to Services. OVHcloud may, at its sole discretion, modify the Services at any time, and add, modify or remove Services ranges, options or features, as well as upgrade their performance. Services are described online on the OVHcloud Website. The Client is responsible for keeping abreast of any updates to the Services, which are immediately applicable to any new Orders. Concerning the Services in use by the Client, the latter shall be informed by email or via its Management Interface of any substantial updates which are of a nature to downgrade said Services, at least thirty (30) calendar days before their implementation. Nevertheless, modifications to Third Party Products and in urgent cases (such as security risks, or legal or regulatory compliance updates) may result in immediate modifications to the Services. Subject to the article "Condition Specific to Consumers", in case of an update downgrading existing Services in use by the Client (removal of functionality, performance downgrade, etc.), the Client may terminate the relevant Services by registered letter with acknowledgment of receipt, or through a specific form provided in its Management Interface, within thirty (30) days from the date the relevant update is implemented.
- 4.9. Intellectual property. Usage rights. 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. OVHcloud grants the Client a non-exclusive license to use the said items only in accordance with and for the duration of the present Contract. With the exception of the aforementioned items made available to the Client by OVHcloud in the provision of the Services, the Client remains solely responsible for acquiring all of the authorisations and usage rights for the elements and Content (data, software, applications, systems, websites, etc.) which it uses and operates in relation to the Services. The Client and Users retain all intellectual property rights in their respective Content which OVHcloud shall not use except to the extent necessary to perform the Services. Subject to mandatory legal provisions in effect, the Client is not authorized to decompile, disassemble, reverse-engineer the software, source code and algorithms used in connection with the Services.
- 4.10. Compliance with Sanctions.
- 4.10.1. The Client shall at all times comply with Sanctions.  
The Client represents and warrants that:
- it is not, and was not previously, a person which has been designated under, targeted by, or otherwise subject to, any Sanctions;
  - 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

- 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
  - 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.
- 4.10.2. 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.
- 4.10.3. 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.
- 4.10.4. In the event that:
- the Client breaches any provisions of this clause;
  - 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
  - clause 3.10.3 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. OVHcloud reserves the right to refuse Orders submitted (a) from countries subject to Sanctions, or (b) by citizens of those countries or individuals subject to Sanctions.
- 4.11. Third Party Products. Subject to specific commitments undertaken within the scope of the applicable Specific Terms of Service, (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 (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 the Third Party Products on any other infrastructure software or systems made available to Client. The Client uses the Third-Party Products entirely at its own risk, in accordance with these Terms of Service, and is responsible to ensure that such Services are suited to its needs and the purposes for which it uses them.
- 4.12. Services Continuity and Reversibility. Unless provided otherwise in the Specific Terms of Service, the termination of Services for any reason whatsoever (including without limitation, the Contract or Services termination or non-renewal, failure to comply with the Terms of Service, etc.), as well as certain operations to update or reinstall the Services, shall automatically result in the irreversible deletion of all Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted, collected, transmitted, distributed, published and more generally used and/or operated by the Client in connection with the Services, including any potential backup. Before the termination or expiry of the Services, and before proceeding with any deletion, update or reinstallation of Services, the Client is solely responsible to perform any operations (such as backup, transfer to a third party solution, Snapshots, etc.) which are necessary to safeguard its own Content. Upon Client's request, and subject to the provisions of article "Confidentiality" below, OVHcloud will provide technical information regarding the Services so as to facilitate Client's reversibility operations and Content recovery. Such assistance may result in additional charges for time worked, based on the financial terms available on OVHcloud Website or upon request to OVHcloud Support. However, OVHcloud does not proceed to any operation of restitution or Client's Contents migration. Such operations are under the Client's exclusive responsibility. Except for (i) any data that OVHcloud must keep in accordance with applicable laws and regulations, (ii) personal data set forth in the "Data Processing Agreement" Appendix and (ii) any data necessary to defend its rights, OVHcloud will not to keep a copy of the Client's data following the



termination of Services, unless otherwise agreed by the Parties or provided otherwise in the applicable Specific Terms of Service.

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

4.13.1. The Test is defined as any phase of the Service development process during which the Client is authorised to use an OVHcloud service before its effective marketing, in order to contribute to its improvement and to detect any potential faults. OVHcloud will carry out any required identification for a Test Service. 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 document.

4.13.2. The Client may be asked to provide regular feedback on the use of the Service during the test phase 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 by OVHcloud 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 Special Terms and Conditions are not applicable to Test Services.

4.13.3. 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.

4.13.4. The marketing and continuity of the 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.

4.13.5. 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.

## 5. MEASURES TO PREVENT SPAMMING FROM OVHcloud'S NETWORK

5.1. Traffic monitoring measures. OVHcloud implements technical measures intended to prevent the sending of fraudulent emails and spam from its Infrastructure. OVHcloud monitors outgoing traffic from the Service towards port 25 (SMTP server) on the Internet, involving monitoring traffic by means of automatic tools. The outgoing traffic referred in this paragraph shall be monitored by OVHcloud with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVHcloud concurrently and not, under any circumstances directly between the Services and the internet. OVHcloud will not conduct any tagging of e-mails, and will not modify e-mails sent by the Client in anyway whatsoever. No information shall be stored by OVHcloud during these operations aside from statistical data. The operation in this paragraph shall be conducted regularly and in a fully-automated manner by OVHcloud without any human intervention involved in the monitoring of traffic to port 25 (SMTP port).

5.2. Blocking e-mails identified as spam. Should e-mail be identified by OVHcloud as spam or fraudulent e-mails be sent from the Client’s server,, OVHcloud shall inform the Client by e-mail and block the Server’s SMTP port.

- 5.3. Unblocking conditions. The Client may request the unblocking of the SMTP port through the Management Interface. Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVHcloud for a longer period of time determined at OVH's reasonable discretion. Upon the third SMTP blocking, OVHcloud reserves the right to deny any further request to unblock the SMTP port.
  - 5.4. Data. OVHcloud does not keep any copy of e-mails sent from the Service's SMTP port, even when they are identified as spam.
6. MITIGATION (protection against DOS and DDoS attacks)
- 6.1. **Protection Measures.** OVHcloud implements protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts if these attacks are considered to be serious enough by OVHcloud to justify such protection. In implementing such protection, OVHcloud shall use reasonable endeavors to ensure that the operation of the Client's Services is maintained throughout the duration of a DOS or DDoS attack. These measures involve monitoring the traffic sent to the Client's Services from outside OVHcloud's network. Traffic identified as illegitimate shall then be rejected by OVHcloud prior to reaching the Client's Infrastructure, thus allowing legitimate users to access the applications offered by the Client in spite of the attack.
  - 6.2. **Scope of the protection.** The protection measures outlined in this article shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. Given the high technicality of the measures, OVHcloud responsibility is limited to provide reasonable endeavors and certain attacks may not be detected by the protection measures implemented by OVHcloud. The Infrastructure and the Service may be temporarily suspended and unavailable. Given the nature of a potential DOS or DDoS attack and their complexity, OVHcloud may implement different levels of traffic protection in order to preserve its Infrastructure and the Services.
  - 6.3. **Detection of the attack.** The mitigation of a DOS or DDoS attack is activated only upon detection of the attack by OVHcloud. Thus, until the mitigation is activated, the Service will face the attack directly, which may lead to the temporary unavailability of the Service. Mitigation is activated for an undefined period of time and automatically deactivated once the attack and illegitimate traffic have ended. While mitigation is activated, OVHcloud does not guarantee the accessibility of the Client's applications but it shall endeavour to limit the impact of a DOS or DDOS attack on the Client's Services and on OVHcloud's Infrastructure. If, in spite of the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of OVHcloud's Infrastructure or the infrastructure of the other OVHcloud clients, OVHcloud will strengthen its protection measures which may lead to the deterioration of the Client's Services or impacting its availability for which OVHcloud shall not be liable. All or part of the traffic generated by the attack may not be detected by OVHcloud and may therefore impact Client's Services.
  - 6.4. **Client's configuration.** The effectiveness of the mitigation depends also on the appropriate configuration of the Client's Services. In this regard, the Client must ensure that it has the adequate resources to administer the configuration of the Client's Services properly. The Client shall be solely responsible for ensuring it secures its Services, implementing security tools (firewall, etc.), periodically updating their system, backing up their data and for ensuring the security of their software (scripts, codes etc.).



- 7.1. The Client acknowledges and agrees that OVHcloud makes not warranty with regard to the performance of the Services to the Client. However, OVHcloud undertakes to exercise all reasonable care and attention so as to provide a quality service in accordance with the Agreement and the professional standards applicable in the area of the Services at the time of the Agreement.
- 7.2. Therefore, OVHcloud undertakes to:
- provide the Client with Services that are consistent with the agreed specifications;
  - keep the infrastructure of dedicated services ("**Infrastructure**") in working condition, by replacing any defective parts within the time limits specified under this Agreement;
  - ensure that the Infrastructure provided to the Client complies with the physical safety rules set out in this Agreement;  
use qualified staff with the skills required to perform the Services for which they are responsible;
  - . inform the Client of any event which has been brought to its attention and, which may affect, totally or partially, the performance and/or the continuity of Services.
- 7.3. Subject to compliance by the Client with its obligations under this Agreement, the Client acknowledges and agrees that OVHcloud has an obligation of achieving results only with regard to the services levels relating to Infrastructure availability and responses time. Otherwise OVHcloud will only use its reasonable endeavours in providing the Services in accordance with the professional standards in the industry at the time of the Agreement.
- 7.4. For any operation which requires an interruption of the Infrastructure and/or Services run, and which might have an adverse impact on the Client, OVHcloud will inform the Client beforehand so that the Client can make the necessary arrangements. However, in case of emergency, OVHcloud reserves the right to intervene without prior notice even if this causes the Infrastructure and/or Services to become unavailable. In this instance OVHcloud undertakes to communicate, in the shortest time possible, the nature of the operation and the estimated duration of unavailability to the Client. OVHcloud will make every reasonable effort to reduce the length of the interruption.
- 7.5. OVHcloud shall not be liable on any grounds whatsoever to the extent permitted by law for any direct, indirect, secondary or consequential loss or loss of income in the circumstances described below:

If the performance of this Agreement, or of any of OVH's obligations under such Agreement, is barred, limited or disrupted due to a fire, an explosion, a failure in the transmission networks, the collapse of the facilities, an epidemic, an earthquake, a flood, a power failure, a war, an embargo, a statute, an injunction, a request or demand from a government, a strike, a boycott, a withdrawal of authorization from the telecommunications operator, or any other circumstances beyond OVH's reasonable control ("**Force Majeure**" event), then OVH, subject to a prompt notice to the Client, shall be relieved from performing his/its obligations within the limits of this inability to act, limitation or disruption, and the Client shall be likewise relieved from performing his/its obligations to the extent that his/its obligations pertain to the performance of the obligations thus barred, limited or disrupted, subject to such party thus affected using its best efforts to avoid or mitigate such failure to perform and to both parties acting promptly once such causes cease to exist or are eliminated. The party affected by a Force Majeure event shall keep the other party informed on a regular basis via electronic mail regarding the prognosis of eliminating such Force Majeure event or of recovering from it.

Should the effects of this Force Majeure last more than thirty (30) days, as of the date of notice regarding such event from one party to the other, the Agreement may be terminated as a matter of right, at the request of one of the parties, without any right to compensation for either of them.

- 7.6. OVHcloud shall not be liable for any direct, indirect, secondary or consequential loss, any lost profits, or any special, indirect, consequential, incidental or punitive damages incurred by the Client (or by his/its own Clients) which the Client causes by its own fault including but not limited to:
- a deterioration of the application;
  - the misuse of the terminals by the Client or by his/its Clients, a fault, negligence, omission or failure on either his/its part or his/its Clients, or non-compliance with the instructions relating to the Services available online or with the advice given by OVH;
  - the disclosure or illegal use of the password confidentially given to the Client;
  - fault, negligence or omission of any third party over whom OVHcloud has no control or supervision power;
  - a request for a temporary or permanent interruption of the Services from a relevant administrative or judicial authority, or upon notice from a third party; or
  - the total or partial destruction of information transmitted or stored resulting from errors directly or indirectly attributable to the Client.
- 7.7. The Client acknowledges that OVHcloud authorizes other Services users to install their websites and servers in his/its facilities. OVHcloud shall use its best endeavours to protect the Client's data so as to prevent other OVH's Clients (or Clients of OVHcloud other Clients) from accessing the data. However, OVHCLOUD shall not be liable in any way whatsoever for damages, costs or losses incurred by the Client (or by his/its own Clients) and caused by another Services user's act, material or failure to act.
- 7.8. OVHcloud's liability in contract, in tort (including negligence) or by statute, or otherwise, to the Client (or his/its own Clients), concerning performance or non-performance, as applicable, of any obligation created under this Agreement, with regard to any claim, shall be limited and shall not, in the aggregate, exceed the total fees paid by the Client to OVHcloud under this Agreement in the six (6) month period immediately preceding the date on which the claim arose. More generally, the Client agrees to indemnify, defend and hold OVHcloud and its employees, agents, officers, and directors harmless against any and all claims, costs, suits, and damages, including legal fees arising out of the Client's Clients, including claims, damages, and liabilities, or occurrences of property damage, excluding any claims or liabilities arising out of the sole gross negligence or willful misconduct of OVHCLOUD or its employees.
- 7.9. The terms in this Agreement that exclude or limit OVHcloud's liability will apply only to the extent permitted by law. Provisions of the *Competition and Consumer Act 2010 (Cth) (as amended)* and other statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. This Agreement must be read and construed subject to any statutory provisions. If any such statutory provisions apply, then to the extent to which OVHCLOUD is entitled to do so, its liability under those statutory provisions will be limited at its option to either: (i) supplying the Services again or (ii) paying for the cost of supplying the Services again.
- 7.10. In no event shall OVHcloud be liable for any lost profits, or any special, indirect, consequential, incidental or punitive damages.
- 7.11. OVHcloud DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED TO THE CLIENT. THE CLIENT ACKNOWLEDGES THAT OVHcloud, ITS GROUP MEMBERS, AND THEIR RESPONSIBLE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR DAMAGES RESULTING

FROM, INDIRECTLY FROM THE CONTRACT EXCEPT FOR ANY DIRECT CONSEQUENCES CAUSED BY THE PERSONAL FAULT OF OVHcloud OR ITS REPRESENTATIVES. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.12. The Client is aware and acknowledges that OVHcloud does not offer any backup for the Client's hosted data. It is therefore the Client's sole responsibility to take all required steps in order to back up his/its data in the event of a loss or deterioration of such data for any reason whatsoever, including reasons not explicitly mentioned hereunder.

## 8. CLIENT'S OBLIGATIONS AND LIABILITIES

8.1. The Client warrants OVHcloud that he/it is entitled to enter into this Agreement. Therefore, the Client agrees to use his/its power, authority and capabilities to enter into this Agreement and perform his/its obligations as provided hereunder.

8.2. The Client is solely and exclusively responsible for the passwords that are required in order to use the Services. Therefore:

- OVHcloud is not responsible for the illegal or fraudulent use of passwords made available to the Client. The passwords provided are considered confidential. The Client shall be solely liable, at the exclusion of OVHcloud, in the event of any suspicion that the passwords provided have been disclosed, whether intentionally or not;
- OVHcloud is entitled to assume that anyone who accesses the Client Account or Service using the Client's password does so by the Client's authority. and
- the Client alone shall bear all the consequences of a malfunction of the Service or transfer of data, including to an overseas entity, resulting from the use by his/its staff or by any other person to whom the Client has provided his/its password(s). The Client shall also bear all the consequences resulting from the loss of such password(s).

8.3. The Client hereby agrees to comply with all legal and regulatory requirements in force, and, more specifically, with those pertaining to software, files, freedom and intellectual property, as well as the rights of third parties. The Client also agrees to take out all required insurance policies from a reputable and solvent insurer, in order to cover all damages attributable to the Client in connection with this Agreement or the performance thereof.

8.4. The Client hereby agrees to inform OVHcloud within 48 hours of any changes in his/its situation having an impact on his/its Client Account, and within 24 hours, of any lost passwords.

8.5. Whenever contacting OVHcloud, the Client agrees to clearly describe his/its request in compliance with the terms of use.

## 9. TECHNICAL SUPPORT

9.1. Tools and Documentation provided by OVHcloud

9.1.1. OVHcloud makes available to the Client a set of tools and documentations which are accessible at OVHcloud website.

9.1.2. This page also includes contact information to reach the OVH CLOUD staff.

9.1.3. On the same page, OVHcloud makes available to its Client:

- a set of documentation and technical guides, designed to provide a better understanding and an easier use of the Services (“Documentation”);
- communication tools to find out about the condition of OVH’s facilities;
- interfaces to view OVH’s network and Infrastructure in real time;
- contact information to reach OVH’s Technical Support;
- an Incident Reporting Form (available on OVH’s website) to be sent by the Client to OVH CLOUD in the occurrence of and Incident; and
- the Facilities Management’s contact information to obtain complementary services (facilities management, specific intervention etc.) which will be charged separately to the Client.

9.1.4. Preliminary checks: In the event of Services malfunction (“Malfunction”), it is the Client’s responsibility to consult the Documentation and perform the technical tests suggested by OVH CLOUD in the contact tools available at OVHcloud Website. If the Malfunction problem encountered persists, the Client shall have the responsibility of reporting the Incident to OVH CLOUD in accordance with the Incident Reporting procedure.

## 9.2. Incident Reporting Procedure

9.2.1. In order to report an Incident, the Client shall complete the Incident Reporting Form designed for such purpose on the website, then go to the Client’s Management Interface where earlier tickets of electronic exchanges between the Client and OVH CLOUD may be found.

9.2.2. The Client shall complete the Incident Reporting Form and attempt to provide as much information as possible on the problem encountered to help with the Diagnostic.

9.2.3. By filing an Incident Reporting Form, the Client acknowledges and agrees that he/it expressly authorizes OVH CLOUD and its staff to connect to the Client’s Services and to perform any operation required in connection with the Diagnostic, with respect to both the hardware and the software. OVH CLOUD reserves the right to reject any intervention in this regard if OVH CLOUD notices in its research work that the Client uses the Services in breach of OVH’s General and Specific Terms and Conditions or of laws and regulations in force.

9.2.4. Therefore, OVH CLOUD cannot be held liable for its intervention following the lodging by the Client of an Incident Reporting Form.

## 9.3. Incident Takeover and Development of Diagnostic

9.3.1. OVH CLOUD shall, in connection with the Incident reporting procedure, carry out a Diagnostic in order to determine the origin and cause of the Malfunction. If, during the Diagnostic process, OVH CLOUD concludes that the Malfunction is an Incident, namely that it is a problem under the responsibility of OVH, the costs related to the Diagnostic process shall be entirely borne by OVH, in compliance with the Agreement terms and conditions applicable to the Service.

9.3.2. The Client agrees to avoid using the Technical Support service in an excessive manner. OVHcloud reserves the right to refuse to respond to a Client's claim if the Client's behaviour or the frequency of claims is likely to disrupt the normal operation of the Technical Support service.

9.3.3. Resolution of Malfunction

9.3.4. At the end of the Diagnostic, OVHcloud shall inform the Client the cause of the Malfunction and indicate which technical solutions will be used to resolve the Incident.

9.3.5. OVHcloud agree to use reasonable endeavours and commercially reasonable best practices when carrying out the Diagnostic but makes no warranties as to the outcome of the Diagnostic or resolution of the Malfunction.

9.3.6. Any advice recommendation, information, assistance or service given by OVHcloud in relation to the Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but it is provided without any warranty of accuracy, appropriateness or reliability and OVHcloud does not accept any liability or reliability for any loss suffered from your reliance on such advice, recommendation, information, assistance or service.

## 10. TERM AND PAYMENT OF THE SERVICES

### 10.1. Term

10.1.1. The Agreement is concluded for a minimum term of one (1) full calendar month (i.e. the first day of the month at 00:00:00 to the last day of the month at 23:59:59) ("Term"). The Client defines the initial Term when they place his/its order. By default and unless the Client modifies the duration of the Term, the Term will be automatically renewed for an identical period.

10.1.2. The first billing month is calculated on a pro rata basis from the date of Services delivery to the last day of the same month.

10.1.3. Unless the Client provides written notice in accordance with this Agreement of the termination of the Services before the 20th of the relevant month, the Term will be automatically renewed.

10.1.4. Unless during the first month of subscription, the Client can modify the duration of the Term directly from his/its management interface. However, amendment of the duration of the Term must be made before the 20th of the month in order for it to take effect on the following month.

### 10.2. Payment

10.2.1. Prices are as published on OVHcloud's web site or otherwise notified to the Client. OVHcloud may vary charges for new Services at any time. Pricing changes are immediately applicable to any new Orders. For Services in use at the time of an increase in their price, the Client shall be informed of the change by email at least thirty (30) calendar days in advance. In such a case and to the extent permitted by the laws, the Client has the right to terminate without penalty the impacted Services within seven (7) calendar days upon the notification of the said price increase. Such termination shall be notified by registered letter with acknowledgement of receipt or through a specific form provided in the Management Interface. In the absence of said termination, the Client shall be deemed to have accepted the new prices. The aforementioned termination right is not applicable in case of price increase due to unpredictable

circumstances making the execution excessively expensive for OVHcloud, which had not agreed to assume the risk.

- 10.2.2. The Client must assign one of the automatic payment methods accepted by OVH, to their Client Account.
- 10.2.3. OVHcloud informs the Client that some payment methods may need prior validation before they can be enabled in the Client's management interface.
- 10.2.4. When the invoice is issued, OVHcloud will debit the amount in question in accordance with the payment method which is registered under the Client Account.
- 10.2.5. If paying for new Services by direct debit, the Client accepts that the first payment will come into effect eight (8) days after OVHcloud has issued the invoice. Subsequent payments to renew the Services will come into effect six (6) days after the invoice for Service renewal is issued.
- 10.2.6. It is the Client's responsibility to keep their payment method up to date and to ensure that there are sufficient funds available on his/its bank card to avoid any failure to pay by the due date, throughout the Agreement. To the extent permitted by the laws, the Client remains liable to settle the price in its entirety. Consequently, (i) the Client shall have no claim to any reimbursement resulting from the non-use, the partial-use, suspension or cessation of the use of Services before the end of the Period of Use and (2) in the event of split payment(s) (e.g. monthly, yearly installments), the Client remains liable to settle the price in its entirety for the whole of the commitment period subscribed to at the time of the Order. Those provisions is without prejudice to the Client's right to engage OVHcloud's liability in accordance with article "Liability" hereafter in case such situation results from OVHcloud's failure to fulfil its obligations.
- 10.2.7. If an invoice is not settled within 7 days of issue, the Services shall be automatically suspended. If the sum due is not settled in full by 5pm of the fifth (5) day following the suspension of the Services, the Services will be permanently withdrawn.

## 11. TERMINATION, LIMITATION AND SUSPENSION OF SERVICES

- 11.1. Termination of the Services at any time: The Client can terminate the Services at any time by using his/its management Interface. In this instance, the Client shall not be entitled to a refund by OVHcloud of sums already paid pursuant section 10.2.6 of this agreement.

Any termination request made before the 20th of the month will be effective at the end of the same month. Beyond the first month of subscription, any cancellation request made from the 20th day of the month will be effective only at the end of the subsequent renewal Term.

- 11.2. Force Majeure: In the case of a Force Majeure event, as defined in this Agreement, lasting more than 30 days, either party may terminate the Agreement without any indemnity.
- 11.3. Breach of this Agreement: In all other cases, where either party fails to meet its obligations to the other under this Agreement and, having been notified in writing of such failure, does not remedy the breach within 7 days of either an email being sent by the affected party giving notice of the breach in question, or any other form of valid notification by the said party, the Contract will be automatically terminated by law, without prejudice to any eventual damages claimed from the party in breach.



- 11.4. The date of notification of any letter comprising the breach in question will be the date of the postmark, at the time of the first presentation of the letter.
- 11.5. 7.4. Interruption of Services: OVHCLLOUD reserves the right to interrupt the Client's Services if these Services present a threat to the continued security and stability of the Infrastructure. As far as is possible, OVHCLLOUD will inform the Client in advance.
- 11.6. Technical Intervention: If necessary, OVHCLLOUD reserves the right to interrupt the Services to perform a technical intervention in order to improve its operation or to undertake any maintenance.
- 11.7. Discontinue the Services: without prejudice to the above provisions, OVHCLLOUD reserves the right to discontinue the Client's Services in the case of:
- non-compliance by the Client to OVH's Special and General Terms and Conditions;
  - the contact information in the Client's Account seems to be false, inaccurate or out of date.
  - Non-payment by the Client: OVHCLLOUD reserve the right to suspend or terminate the Client's Services in accordance with clause of this Agreement below.
  - Deletion of the data: Either at the end of the Term of the Services or at the termination of the Agreement, for any reason whatsoever, OVHCLLOUD shall entirely delete all the files on the Client's Services. Therefore, the Client acknowledges and agrees that it is his/its sole responsibility to either retrieve his/its data or transfer the data to another services provider. In the event that the Client has not organised the transfer of the data prior to the termination of the Services, OVHCLLOUD will not be liable on any grounds whatsoever for having destroyed the data.
- 11.8. Breach by the Client of his/its obligations as defined in this Agreement, including all activities specifically barred while using OVHCLLOUD Services and/or any content specifically barred when using OVHCLLOUD Services, and/or likely to result in civil and/or criminal liability and/or likely to adversely affect a third party's rights, shall give rise to OVH's right to immediately cut off the cable and/or interrupt the Client's Services, without any prior notice, and to immediately terminate the Agreement, as of right, without prejudice to any other damages OVHCLLOUD may have a right to claim.
- 11.9. OVHcloud reserves the right to restrict, limit or suspend its services without prior notice nor indemnity if it appears that the Client uses the Services provided for any activity which breaches the terms and conditions of the Agreement with OVHcloud or the Services objectives. The Service may also be restricted, limited or suspended when the specific terms and conditions applicable to a type of Service offered by OVHCLLOUD provide for such sanctions in the event of a breach.
- 11.10. The restriction, limitation or suspension measures shall always be taken by OVHCLLOUD in accordance with the seriousness or recurrence of the breach(es), and shall be based on the nature of such breach(es).
- 11.11. The Client agrees in advance that OVHCLLOUD is fully entitled to restrict, limit or suspend the Services if OVHCLLOUD receives a notice in that regard from any relevant administrative, arbitral or judicial authority, in compliance with the laws and regulations in force.
- 11.12. Either Party may terminate the Agreement, as of right and without indemnity, in the case of a Force Majeure event lasting more than thirty (30) days.

## 12. CLIENT INFORMATION AND COMPLIANCE WITH SERVICE

12.1. The Client acknowledges that he/it has checked the suitability of the material and the Services to his/its needs and has received from OVH CLOUD all the information and advice needed to knowingly enter into this Agreement.

12.2. OVH CLOUD reserves the right to monitor compliance with the Services terms of use.

### 13. WAIVER OR VARIATION

13.1. A party's failure or delay to exercise a power or right under this agreement and/or tolerates the breach by the other party of any of the obligations hereunder does not operate as a waiver of that power or right.

13.2. The exercise of a power or right does not preclude:

- its future exercise; or
- the exercise of any other power or right.
- The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

### 14. PERSONAL DATA

14.1. Transborder data flow: The Client acknowledges and agrees that his/its personal data may be stored, handled and transferred by OVH CLOUD to its affiliates which can be located overseas and who shall only have access to such data in order to perform essential functions in the provision of the Services, all in strict compliance with the Client's privacy rights.

14.2. Therefore, the Client allows OVH CLOUD to provide the Client's personal information to any of OVH's affiliates and suppliers (or their suppliers) who are responsible for providing the Services. The Client acknowledges and agrees that:

- 11.2.1. OVH's Infrastructure is not only located in Australia and therefore some Client's personal information and data may be transmitted to and stored overseas;
- 11.2.2. OVH CLOUD uses its reasonable endeavours for the suppliers within the Infrastructure have reasonable privacy laws and that the confidentiality of the Client's information is preserved. However, other countries may not have same level of privacy laws which are the equivalent to, or as comprehensive as, the privacy laws in Australia;
- 11.2.3. A third party recipient of your personal information may in turn transmit that information to another country in the course of providing the Services;
- 11.2.4. OVH CLOUD cannot control how its suppliers (or their suppliers) will use, store and disclose the Client's personal information and data.

14.3. OVH CLOUD shall ensure that all private information obtained from the Client is managed in accordance with OVH's Privacy Policy, which is available on OVH's site.

14.4. Although OVH CLOUD shall destroy the entire Client's data at the termination of the Agreement, OVH CLOUD reminds the Client that, while providing the Services to the Client, OVH CLOUD may keep some of the Client's personal data in compliance with its regulatory and judicial obligations.

14.5. Information such as “last name, first name, mailing address, e-mail address, phone numbers, and IP connection addresses” shall be kept by OVH CLOUD during the entire term of the Agreement and up to twelve (12) months after the expiration of the Service.

14.6. The data transmitted by the Client shall be kept as long as deemed necessary for evidence purposes. Except as otherwise provided in the Specific Terms and Conditions, OVH CLOUD shall not disclose nor sell the Client’s personal data.

14.7. The Client also acknowledges that OVH CLOUD may communicate the Client’s information at the request of administrative, regulatory or judicial authorities.

## 15. AMENDMENTS

15.1. The General and Specific Terms and Conditions online prevail over the printed General and Specific Terms and Conditions. The Client agrees that OVH CLOUD may, as of right, introduce changes to the Services simply by informing the Client through an online notice and/or by amending its General Terms and Conditions online.

15.2. OVHcloud may, at any time and by right, amend the Terms of Service in effect. Such amendments are immediately applicable to every new Orders. About those Services in use, the Client shall be notified via email or through its Management Interface of any amendment to the Terms of Service in effect. Changes to the Terms of Service are in effect within thirty (30) calendar days from the date the aforementioned notification is sent. Notwithstanding the foregoing, any change to Third Party Product Terms of Use and any implementation of a new regulation may be immediately applicable to the extent OVHcloud does not control such events. Subject to conditions applicable to Consumers, in cases where new Terms of Service are unfavourable to the Client, the latter may, terminate the Services affected by the notified amendment within thirty (30) calendar days from the new Terms of Services are in effect. Such termination shall be notified via registered letter with acknowledgement receipt or the form provided in the Management Interface.

## 16. GENERAL PROVISIONS

16.1. Severability: If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force. The Parties shall, in such cases, to the extent possible, replace the invalid provision with a valid provision consistent with the spirit and object of the Agreement’s terms and conditions.

16.2. Headings: The Agreement section headings are inserted solely for reference purposes and do not have any contractual value nor any specific meaning.

16.3. . Communications:

16.4. The OVH CLOUD server’s date and time shall be relied upon as evidence of the exchange of information by e-mail between the Parties. Such information shall be kept by OVH CLOUD during the entire Term of the Agreement.

16.5. All notices, communications, and demands provided under the General Terms and Conditions shall be deemed to have been validly delivered if they are sent by registered mail, return receipt requested, to:

- in the case of OVH: OVHCLOUD AUSTRALIA PTY LTD LEVEL 12, 90 ARTHUR STREET NORTH SYDNEY NSW 2060;
- in the case of the Client: at the mailing and/or e-mail address provided to OVH.

#### 16.6. Advertising and Promotion:

16.6.1. OVHCLOUD is entitled to announce its business relationship with the Client particularly through ads, events, conferences and trade publications in professional markets, as well as in brochures, business documents and websites.

16.6.2. The Client agrees to cooperate by providing OVHcloud, upon request, with the information and necessary elements. In this context, OVHCLOUD is authorised to reproduce the Client's name and logo provided that the Client has given its prior written approval. In addition, OVHCLOUD may solicit the Client for contributions, in the form of Client testimonials, during events organised by the OVHCLOUD group worldwide, or for online and offline publications.

16.6.3. Evidence: OVHCLOUD retains the connexion data of the Client to the Infrastructure. Such connexion data are stored by OVHCLOUD for the mandatory applicable duration and shall be considered as an enforceable evidence under this Agreement.

#### 17. APPLICABLE LAWS AND JURISDICTION

17.1. 15.1. This Agreement is governed by the laws of New South Wales.

17.2. 15.2. To the extent authorised by law, each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.