

**SPECIFIC CONDITIONS  
OF BUSINESS SUPPORT**

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Changes: We updated this document to clarify and simplify its provisions.

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**1. WHAT IS THIS ABOUT ?**

These Specific Conditions (SC) define how OVHcloud provides its support services or support to companies (“**Business Support**”). They supplement OVHcloud’s General Terms of Services (GTS) or, if needed, the contractual terms and conditions signed between the parties. They are applicable from the Contract signature by the Client, to the exclusion of any other Support conditions previously subscribed to by the Client.

**2. WHAT DOES BUSINESS SUPPORT ENTAIL ?**

Business Support includes the following services:

- 24/7/365 support in French and English for handling requests and incidents with an optimised response time from support staff;
- Access to dedicated support contact channels;
- Order management support.

The content and terms under which the Services are provided to the Client (notably sharing of tasks and responsibilities) remain unchanged. Under the Business Support, OVHcloud is not intended to replace the Client; it remains solely in charge of configuring and using the Infrastructures made available to him, as well as managing all components (notably data and applications) he has stored and installed on OVHcloud Infrastructures.

Business Support is subject to an obligation of means in this regard.

The Client agrees not to use abusively the Business Support. It shall notably refrain from (i) contacting his appointed points of contact for any service which has not been contracted with OVHcloud and (ii) establishing a relationship between the Business Support teams and his own customers or any other third-party listed in the Contract. OVHcloud reserves the right to decline any request that would not comply with the abovementioned provisions.

**3. INCIDENT MANAGEMENT**

**3.1 Our incident management team**

OVHcloud provides the Client with a dedicated incident management team, available 365/24/7 in English and French. To ensure this incident management continuity 365/24/7, OVHcloud calls on the services of some of its Affiliates in article 5 below.

**3.2 How to contact us**

In the event of an incident, the Client contacts OVHcloud through one of the following means:

- A specific form available through the Control Panel;
- A specific Business Support\* phone line;
- A specific Business Support\* email address.

(\* ) Communicated during subscription

The Client shall communicate as much information as possible about the problem encountered to OVHcloud, to ensure effective diagnosis and prioritisation.

Each request or Incident report, received as such, will result in OVHcloud creating a ticket (or "**Incident Ticket**") following one of these events: the receipt of an email from the Client, the validation of the form in the Control Panel, or the proper ending of a phone call with the Client. The Client automatically receives confirmation by email indicating the creation of the Incident Ticket.

### 3.3 Handling of Incident Management Requests

If an Incident is reported, the Business Support team will investigate to identify the root cause of the malfunction and run a diagnostic.

The Client agrees to remain permanently available during the diagnostic and through the resolution of the Incident in order to collaborate with OVHcloud, notably by providing any additional information needed and running all necessary tests and checks.

In order to manage Incidents, the Client expressly authorises OVHcloud and its Affiliates to connect to the Services - both the hardware and software - and to perform any operation necessary to resolve the Incident.

If OVHcloud determines that its Services are available and in good operational order, or that the Incident does not fall under OVHcloud's responsibility, it shall inform the Client and agree to assist him upon request to ensure that the root cause of the difficulties encountered by the Client will be identified. In that case, time spent by OVHcloud on running the diagnostic and assisting the Client can be billed, after validation, as additional services based on the rates provided for in the Contract.

If it has been determined that OVHcloud is responsible for the Incident, OVHcloud shall finalise the diagnostic and work at restoring the availability of the impacted Services. In such case, there will be no additional billing for OVHcloud's intervention.

OVHcloud must carry out the diagnostic by any means, notably based on discussions between the Parties as well as data from the OVHcloud information system (such as login data).

### 3.4 Classification of Requests

At the opening of the Incident Ticket by the Client, it defines the urgency and impact according to the nomenclature shown in the table below. As soon as the Incident Ticket is taken over, its qualification is reviewed by OVHcloud and updated based on the information communicated by the Client within the said Incident Ticket.

CLASSIFICATION OF PRIORITY LEVELS: P1 TO P5			
URGENCY \ IMPACT	High Interruption of Service = No alternative solution available	Medium Deterioration of Service = Existing alternative via manual action	Low Nuisance without impact on Service's performances= Existing alternative via manual action
<b>High</b> <i>The situation is deteriorating at an alarming rate</i>	P1	P2	P3
<b>Medium</b> <i>The situation is slowly deteriorating over time</i>	P2	P3	P4
<b>Low</b> <i>The situation is stable but has a potential for degradation over time</i>	P3	P4	P5

OVHcloud follows the following service objectives according to the defined priority level:

Indicator	Priority	Description	Objective**
Request handling time*	Priority 1 (P1)	Incident affecting most Services or critical Impact for the Client	Thirty (30) minutes
	Priority 2 (P2)	Incident affecting part of the Services or significant Impact for the Client	Four (4) hours
	Priority 3 (P3)	Incident degrading the Services with moderate Impact for the Client	Eight (8) hours
	Priority 4 (P4) & Priority (P5)	Request for assistance, advice; minor Impact for the Client	Forty-eight (48) hours

\* **‘Request handling time’** is the time period between the point at which the Incident Ticket is created by OVHcloud, and the point at which the Incident is handled by the Business Support team; ‘handling’ refers to the Incident Ticket being assigned to an Business Support agent from OVHcloud, not the point at which the Incident is resolved.

\*\*OVHcloud cannot guarantee that the service level objectives defined above can be met.

The service levels defined above are service level objectives (SLO). The Client cannot claim any compensation in the form of credits or penalties in the event of a default by OVHcloud to meet these SLO.

#### 4. ORDER MANAGEMENT SUPPORT

Upon Client request, the Business Support team will send the Client the estimated delivery times for the quantity and nature of ordered Infrastructures Services. These delivery times can vary based on the time of the order as well as the quantity and nature of the Infrastructures ordered.

#### 5. OUTSOURCING AND PROCESSING OF PERSONAL DATA

OVHcloud hands over the provision of certain services to its Affiliates located within the European Union ("EU"), and to its Affiliate "HEBERGEMENT OVH Inc." located in Canada, thereby giving them access to the Client's personal data strictly within the context and for the purposes of the Business Support.

The Client is responsible for all formalities and authorisation requests necessary for the transfer of personal data outside of the European Union.

Subject to cases of authorised transfers under the Contract, resorting to entities located outside of the European Union is subject to a prior validation of the Client from the moment it involves access to personal data stored by the Client as part of the Services.

#### 6. DURATION

The Client subscribes to the Business Support for an initial period of twelve (12) months (the “Initial Period”).

At the end of the Initial Period, the Business Support is tacitly renewed for successive periods of one (1) month (each, the “Renewal Period”), unless Client provides written notice to the contrary at least fifteen (15) days before the end of the Initial Period or Renewal Period.

However, if the Client has subscribed for one or more Services that require the Business Support (as specified in the applicable Specific Terms of Service), the Business Support is subscribed for the whole duration of these Services. Therefore, the Business Support will continue until the expiry or termination of the entirety of these Services.