SPECIAL CONDITIONS OF SERVICE
BRING YOUR OWN IP (FAIL-OVER IP)

Version dated 20/04/2022

1. DEFINITIONS

Terms beginning with a capital letter are defined in this document, or in the General Terms and Conditions of Service and/or in the Glossary available on the OVHcloud website.

"BGP Protocol" or **"BGP"** or **"Border Gateway Protocol"**: A routing protocol used to exchange routing information between the different Autonomous Networks (AS) that make up the public Internet.

"BGP Announcement": Route information exchanged via BGP Protocol.

"Autonomous System" or **"AS"** or **"Autonomous Network"**: A standalone network linked to the Internet, identified by a unique identifier called the "AS number" in BGP Announcements. A given AS is responsible for the routing information it exchanges for a given set of IP address ranges.

"Public IP (Address)": Identifier of a host attached to a public IP network connected to the public Internet, allowing it to reach the host.

"Size": Number of IP addresses within an IP address range, identifiable by the size of its prefix. The prefix size is commonly designated in "Classless Inter-Domain Routing" (or "CIDR") notation; for example, block 1.1.1.0/24, which has 256 IP addresses, is a range of Size /24.

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

"ARIN": RIR for North America.

"RIPE NCC": RIR for Europe.

"WHOIS": A global database containing administrative information related to Public IP addresses listed on the public Internet.

"Campus": Datacentre or group of datacentres controlled by OVHcloud, from which OVHcloud is providing its services, located in a defined geographical region (for example, the Gravelines Campus includes datacentres identified as GRA1, GRA2, and GRA3).

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

"AS Path": An ordered list of AS numbers in a BGP Announcement that lists the networks to cross to reach the announced Customer IP Address Range.

2. PURPOSE

The purpose of these Special Terms and Conditions of Service is to define the specific terms and conditions applicable to the Bring Your Own IP service (hereinafter referred to as the **"Service(s)"**). They supplement the General Terms and Conditions of Service currently in force.

If there is a contradiction between the two, these Special Conditions of Service prevail over the General Terms and Conditions of Service.

3. SERVICE DESCRIPTION

3.1. What it does

The Service allows the Professional Customer (a) to import their own version 4 (IPv4) IP address ranges to OVHcloud (hereinafter the **"Customer IP address range(s)"**) and use them for their other OVHcloud services provided that they are compatible; (b) to use their AS number to announce Customer IP address Ranges; and (c) to delegate the management of the reverse DNS attached to the Customer IP address ranges to OVHcloud.

3.2. Announcing Customer IP addresses

Once the Customer IP Address ranges have been imported, OVHcloud announces the Customer IP Addresses on the internet from its own public network.

3.3. Customer IP blocks

From the Customer IP Addresses, OVHcloud provides the Customer with one or more Size /24 IP address blocks (the **"Customer IP block(s)**") usable as part of the Customer's OVHcloud-compatible services.

The number of Customer IP Blocks made available to the Customer depends on the Size of the imported Customer IP Address Range. As a guide, the following table shows the number of Customer IP Blocks made available depending on the Size of the Customer IP Address Range:

Imported Customer IP Address Range Size	Number of Customer IP Blocks
/24	1
/23	2
/22	4
/21	8
/20	16
/19	32

3.4. Failover IP service

Customer IP blocks resulting from the import of a Customer IP Address Range can be used through OVHcloud's Failover IP service.

The Failover IP service, also called an Additional IP Service, allows customers to dynamically assign IP addresses or IP address blocks to a compatible OVHcloud service. The Failover IP service can be used through an API or the Management Interface for compatible OVHcloud services, the list for which is available on the OVHcloud website.

As part of this Service, the Customer may therefore assign one or more Customer IP blocks to a compatible service, using the same tools available in the Failover IP service.

Please note that the Customer cannot assign the same Customer IP Block to several services simultaneously, and that a Customer IP Block cannot be divided in order to individually assign the IP addresses it contains across multiple services.

3.5. Campus

When placing the Order for a given Customer IP Address Range, the Customer chooses the Campus in which they wish to use the Customer IP Address Range. The list of Campuses compatible with the Service is available on the OVHcloud website.

The resulting IP Customer Blocks can only be used on the Campus selected during the Order. The Customer may assign the Customer IP Blocks on any compatible OVHcloud service, provided that this service is provided from the selected Campus.

It is the Customer's responsibility to precisely determine the Assignment Campus according to the services on which they will use the Customer IP Blocks. This cannot be modified during the execution of the Contract.

3.6. Bring Your Own AS

As part of the Service, the Customer may benefit from the optional “Bring Your Own AS” additional feature.

This feature allows the Customer to use their AS number to announce the IP addresses contained in its Customer IP Address Range on the Internet.

When the Customer uses this feature, the Customer’s AS number is listed behind the OVHcloud AS number in the BGP Announcement AS Path. The AS Path originating from a router under OVHcloud control takes the following form: “OVHcloud AS, Customer AS”.

The Customer may only use this feature as part of of the IP addresses contained in its Customer IP Address Ranges, and under no circumstances should it be used as part of the IP addresses provided by OVHcloud to the Customer in the context of other services.

3.7. Reverse DNS

As part of the Service, the Customer may benefit from the optional “Reverse DNS” additional feature.

This feature allows the Customer to delegate the management of the reverse DNS attached to the Customer IP Address ranges to OVHcloud.

4. ELIGIBILITY

4.1. Eligibility for IP addresses

Not all IP addresses are eligible for the Service.

There are four types of technical eligibility criteria:

- IP address version;
- IP address range size;
- RIR listing; and
- RIR status.

4.1.1. IP address version

The IP addresses eligible for the Service are IP version 4 (IPv4) addresses.

4.1.2. IP address range size

Each Customer IP Address Range must have a Size compatible with the Service: the minimum Size of the Customer IP Address Range is /24, and the accepted higher Sizes are displayed on the OVHcloud Website.

4.1.3. Registration RIR listing

The IP addresses eligible for the Service are the IP addresses registered with the following RIRs:

- RIPE NCC
- ARIN.

RIPE NCC

Customer IP Address Ranges registered with RIPE NCC are eligible provided that the “Status” field in the entry corresponding to the Customer IP Address Range of the RIPE NCC Whois database is defined by one of the following types:

- “ALLOCATED PA”
- “ASSIGNED PI” or
- “LEGACY”

The Customer IP Address Ranges registered with RIPE NCC can only be used for OVHcloud services delivered from Europe.

ARIN

Customer IP Address Ranges registered with ARIN are eligible provided that the "Net Type" field in the entry corresponding to the Customer IP Address Range in the ARIN Whois database is defined by one of the following types:

- "Direct Allocation" or
- "Direct Assignment".

The Customer IP Address Ranges registered with ARIN can only be used for OVHcloud services delivered from Canada or the Asia-Pacific Region.

5. SERVICE IMPLEMENTATION

5.1. IP addresses

In order to import a Customer IP Address Range and use it as part of the Service, the Customer must, for the duration of the Service:

(1) Own the imported Customer IP Address Range, and prove this when setting up the Service by entering a key generated by OVHcloud in the corresponding entry of the Customer IP Address Range in the Whois database of the relevant RIR, as well as at any time during the duration of the Service. The detailed procedure for this is set out in the Service documentation available on the OVHcloud Website;

(2) Authorise OVHcloud to announce the Customer IP Address Range on the Internet, following the procedure set out in the Service documentation available on the OVHcloud Website; and

(3) Ensure that the Customer IP Address Range is not announced or used on the internet elsewhere, in particular that it is not announced on any public network via the BGP Protocol.

5.2. AS numbers

In order to use their AS number as part of the Service, the Customer must:

(1) Prove that they are the entity that was assigned the AS number they wish to use, by following the procedure set out in the Service documentation available on the OVHcloud Website; and

(2) Authorise OVHcloud to announce its Customer IP Address Range(s) over the internet via its AS number, by following the procedure set out in the Service documentation available on the OVHcloud Website.

5.3. Reverse DNS

When the Customer uses the "Reverse DNS" feature for a given Customer IP Address Range, it must:

(1) Delegate the management of its reverse DNS zone (.ARPA suffix) to OVHcloud, following the procedure set out in the documentation available on the RIR website with which the Customer IP Address Range is registered; and

(2) Use the DNS service provided by OVHcloud to maintain and publish its reverse DNS zone.

6. REPUTATION

The IP addresses contained in the Customer IP Address ranges that the Customer wishes to import as part of this Service must have a good IP reputation. Once imported, the Customer must maintain this good IP reputation until the Service is terminated.

In the event that the Customer IP Address Ranges contain one or more IP addresses with or acquiring a bad IP reputation, OVHcloud may, at any time, terminate the Service for the relevant Customer IP Address range(s).

7. ORDER AND DELIVERY

Once the Order is placed for a Customer IP Address Range, the Customer IP Blocks will be available for use in a timely manner. Once the Customer IP blocks are available, they will appear in the Management Interface. The Customer is invited to regularly check their Management Interface.

In the event that the Customer's IP Blocks are not made available to the Customer within a period of forty-five (45) working days, the Customer is entitled to request the cancellation of the Order and a refund of the amounts already paid, if applicable.

8. DURATION, FEES AND BILLING

8.1. Fees

The fee is monthly and covers one (1) imported Client IP Address Block. The fee amount indicated by OVHcloud on the purchase order is the total amount payable by the Customer.

8.2. Duration; Renewal

The Service is provided for an initial period of one (1) month (the **"Initial Period"**) and shall renew automatically each month thereafter (the **"Renewal Period(s)"**) under the same contractual conditions and pricing/fee arrangements, with the following exceptions: (a) the first Renewal Period may last between one (1) and 30 (thirty) days when realigned with the calendar year; and (b) where either Party terminates the Service at least 24 hours prior to renewal.

The Initial Period shall begin on the date on which the Client IP Blocks are made available.

By way of exception to the first paragraph, where the Initial Period does not begin on the first day of a calendar month (i.e. it begins during the month), the Service renewal process shall be realigned with the calendar year as follows:

- The Initial Period shall run for one (1) month from the date on which the Service is made available, and billed for one (1) month;
- The first Renewal Period shall run from the first day after the Initial Period ends until the last day of the current calendar month; the Service shall be billed on a *prorata* basis; and
- Subsequent Renewal Periods shall run for one (1) month, beginning on the first day of the calendar month, and billed for one (1) month.

For example, where the Initial Period begins on 12 March 2022:

- *The Initial Period shall run for one (1) month, from 12 March until 11 April 2022;*
- *The first Renewal Period shall run from 12 April until 30 April 2022; and*
- *Subsequent renewal periods shall run for one month, beginning on the first day of each calendar month (1 May 2022, 1 June 2022, 1 July 2022, etc.)*

8.3. Payment methods

When placing an Order or renewing the Service, an invoice is generated and payable by direct debit from the Customer's saved payment method. The Customer agrees to save a valid payment method on its Customer Account from the payment methods available.

Where a direct debit is stopped under the conditions set down in Article 8.2 (Duration; Renewal), the Service in question shall end automatically at the end of the current period.

However, the Customer may renew the Service by reactivating the direct debit option, or by paying for the next Renewal Period in advance, up to 24 hours before the current period ends.

8.4. Payment due dates; non-payment

All Services are billed on a monthly basis, one month in advance and payable immediately by direct debit. Failure to make payment on time, including partial payments, shall result in suspension of the Service. Where a payment reminder email remains without effect four (4) days after the notice is served, non-payment of outstanding amounts shall result in the following:

1) the Customer will be unable to add Services;

2) OVHcloud reserves the right to terminate the Service, seven (7) days after its initial suspension.

9. TERMINATION

When the Service is terminated for an imported Customer IP Address Range, OVHcloud shall stop announcing the Customer IP Addresses online from its own public network. The Customer IP Addresses will no longer be available in the Management Interface and will no longer be used or usable as part of the Customer's OVHcloud services to which they were allocated.

Before terminating the Service for a given Customer IP Address Range, it is the Customer's responsibility to ensure that other IP addresses are assigned to the Customer's OVHcloud services that use one or more Customer IP Blocks linked to that Customer IP Address Range, in order to ensure that those services function properly.

Where applicable, OVHcloud shall make commercially reasonable efforts to carry out the procedures necessary to return the management of the Customer's IP Address Range to them within forty-five (45) working days.

10. RESPONSIBILITY

The Customer is solely responsible for the use of the IP addresses that they import, their assignment to different services, and their IP reputation.

The Customer guarantees that they are the owner of the IP addresses contained in the Customer's IP address ranges, and agrees to remain so until the Service is terminated.

The Customer also guarantees that they are the party responsible for the AS number used, if applicable.

The Customer agrees to intervene, where permissible, in the event of any requests, claims and/or actions by third parties involving, in whole or in part, the Customer's IP Address Ranges and/or the Customer's AS number, including requests from administrative and judicial authorities, and to compensate OVHcloud for any resulting damages (including convictions, reasonable defence costs, etc.).