OVHcloud

SPECIFIC CONDITIONS
PREMIUM SUPPORT

Version of March 31, 2025

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

Previous version: The previous version of this document is available here.

1. WHAT IS THIS ABOUT ? 1
2. WHAT DOES PREMIUM SUPPORT ENTAIL ? 1
3. INCIDENT MANAGEMENT 1
4. OUTSOURCING AND PROCESSING OF PERSONAL DATA 3
5. DURATION 3

1. WHAT IS THIS ABOUT ?

These Specific Conditions (SC) define how OVHcloud provides its Premium Support ("**Premium 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 PREMIUM SUPPORT ENTAIL ?

Premium Support includes the following services:

- Access, during the business hours indicated on the OVHcloud Website, to a telephone line through which to reach OVHcloud's privileged contacts for technical or assistance requests (configuration of Services, support in order management, etc.)
- Management of requests and incidents in English and French during business hours
- Shorter support response time compared to Standard Support.

The content and terms under which the Services are provided to the Client (notably sharing of tasks and responsibilities) remain unchanged. Under the Premium 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.
Premium Support is subject to an obligation of means in this regard.
The Client agrees not to use abusively the Premium 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 Premium 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 during the business hours in English and French.

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 Premium Support* phone line;
- A specific Premium 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 Premium 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*
High *The situation is deteriorating at an alarming rate*	P1	P2	P3
Medium *The situation is slowly deteriorating over time*	P2	P3	P4
Low *The situation is stable but has a potential for degradation over time*	P3	P4	P5

4. OUTSOURCING AND PROCESSING OF PERSONAL DATA

OVHcloud hands over the provision of certain services to its Affiliates located within the European Union 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 Premium 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.

5. DURATION

The Client subscribes to the Premium Support for a fixed initial period of twelve (12) months (the “Initial Period”). In the event of early termination of Premium Support, Client shall pay for the Premium Support in full until the end of the Initial Period and cannot claim any refund in this respect.

At the end of the Initial Period, the Premium 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.