



## **OVH Premium Support Specific Conditions**

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*Version applicable as from 20 January 2020*

### **Article 1. Subject**

Those Special Conditions are intended to define the terms of OVH Premium Support (the "Premium Support").

Premium Support complements other services provided by OVH to the Client under the Agreement (the "Services") and is not meant to replace them.

The Client benefits from Premium Support for all Services provided by OVH to the Client under the Agreement.

Terms starting with a capital letter are defined in the terms and conditions below, or otherwise in the OVH Glossary accessible on the OVH website.

### **Article 2. Premium Support description**

By subscribing to Premium Support, the Client beneficiates from a telephone line via which it can reach OVH privileged interlocutors for its different requests, technical inquiries or assistance (Service configuration, accompaniment in order processing, etc.) during working hours, as indicated on OVH website, in addition to other means of communication provided within the context of Standard OVH (chatbox, ticketing tool, etc.).

Client's requests are handled in priority to OVH Standard Support requests, regardless of the communication channel used.

The Premium Support is provided in English, French or local language (depending on the OVH web site's country where the Client has subscribed his services from), and the provision of information regarding the Services is made during working hours only.

OVH infrastructures are supervised and maintained in operational condition 365/24/7. Information regarding the handling of incidents is available on [travaux.ovh.com](http://travaux.ovh.com) website.

Premium Support services are delivered in accordance with the General Terms and Conditions of the Agreement. OVH is subject to an obligation of means.

**Article 3. Service activation and initial accompaniment**

From the validation of the order of Premium Support, OVH establishes contact with the Client in order to communicate contact details of its privileged interlocutors.

Moreover, a specific communication by email is provided in order to introduce the Client with:

- OVH Manager;
- Different OVH Services (depending on Client’s needs);
- Invoicing process.

**Article 4. Conditions of use**

**4.1 Solicitation procedure**

Each request or Incident Report received as such will result in OVH creating a ticket (or "Incident Ticket") following the proper ending of a phone call with the Client. The Client is immediately informed by email about the creation of the Incident Ticket and its corresponding number.

The Client can access the status and history of his requests and Incident Reports through the Management Interface.

When an Incident is reported, the Client agrees to contact OVH with as much information as possible about the issue so that a proper diagnostic can be carried out.

At the opening of the Incident Ticket, the severity level is qualified by OVH during its handling based on the information communicated by the Client within said Incident Ticket.

<b>CLASSIFICATION OF SEVERITY LEVELS: S1 TO S5</b>			
<b>URGENCY \ IMPACT</b>	<b>High</b> Interruption of Service <i>No alternative solution available</i>	<b>Medium</b> <i>Deterioration of Service</i> <i>Existing alternative via manual action</i>	<b>Low</b> <i>Nuisance without impact on Service’s performances</i> <i>Existing alternative via manual action</i>
<b>High</b> The situation is deteriorating at an alarming rate	S1	S2	S3

<b>Medium</b> The situation is slowly deteriorating over time	S2	S3	S4
<b>Low</b> The situation is stable but has a potential for degradation over time	S3	S4	S5

#### 4.2 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, notably by providing any additional information needed and running all necessary tests and checks.

Under the Incident Management process, OVH and its Affiliates are specifically authorized by the Client to connect to the Client's hardware or software Services and to perform any operation necessary to prepare the diagnostic.

In the event of an Incident, OVH agrees to provide the Client with operational progress updates.

If OVH determines that its Services are available and in good operational order, or that the incident does not fall under OVH's responsibility, OVH shall inform the Client.

If it has been determined that OVH is responsible for the Incident, OVH shall finalize the diagnostic and work at restoring the availability of the impacted Services.

OVH must carry out the diagnostic by any means, notably based on discussions between the Parties as well as data from the OVH information system (such as login data), which are admissible by express agreement.

#### 4.3 Limitations

The Client agrees not to abuse Premium Support. OVH reserves the right to refuse to take over requests (with the exception of Incident cases) beyond the limit of twenty (20) monthly contacts. Where this threshold is exceeded, the handling of requests by OVH team may be subject to additional invoicing.

The Client shall notably refrain from (i) contacting his appointed points of contact for any service which has not been contracted with OVH and (ii) establishing a relationship between the Premium Support team and its own customers or any other third-party listed in the Agreement. The Premium Support is not intended to manage the Services on behalf of the Client. Moreover, subject to specific provisions applicable to the Services, no support is provided on Third-Party Products.

OVH reserves the right to decline any request that would not comply with the above-mentioned provisions.

#### **Article 5. Duration**

The Client subscribes to the Premium Support for an initial period of twelve (12) months and for all the Services provided by OVH in the context of this Agreement. After this initial period, the Premium Support is tacitly renewed for successive periods of one (1) month, unless terminated by the Client by registered mail with return receipt, at least fifteen (15) days before the end of the initial term or of the renewal current period.