

Specific Conditions OVHcloud Business Support

Article 1. Purpose

These Specific Conditions are intended to define the terms and conditions of the support services or the business support provided by OVHcloud (the "**Business Support**") and are applicable from their signature by the Client on his behalf, to the exclusion of any other support specific conditions previously subscribed by the Client.

The Business Support complements other services provided by OVHcloud to the Client under the Contract (the "**Services**") and is not intended to replace those Services.

Article 2. Content of Business Support

The Business Support includes the following services and commitments:

- 24/7/365 support in French and English for handling requests and incidents;
- Optimization of the support time;
- Access to dedicated support contact channels;
- Stock and delivery fulfilment.

The content and terms under which the Services are provided to the Client (notably sharing of tasks and responsibilities) remain unchanged. Moreover, under Business Support OVHcloud is not intended to replace the Client when it comes to using the Services; the Client 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.

The Business Support Services are delivered in accordance with the General Terms and Conditions of the Contract. OVHcloud is subject to an obligation of means.

The Client agrees not to use abusively the Business Support. The Client 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 above-mentioned provisions.

Article 3. Incident management

"**Incident**" means any event which causes or is likely to cause an interruption or a reduction in the continuous operation of the Infrastructure and/or Services provided as per the Contract.

3.1 The incident management team

Within the context of the Business Support, a team dedicated to incident management is made available to the Client by OVHcloud.

This team is available 365/24/7 in French and in English.

In order to ensure incident management continuity 365/24/7, OVHcloud is outsourcing part of the Business Support to some of its Affiliates in accordance with the conditions provided for in article 5 below.

3.2 Solicitation Procedure

In the event of an incident, the Client agrees to contact OVHcloud through one of the following means:

- A specific form available through the Management Interface;
- A specific Business Support* phone line;
- A specific Business Support* email address.

() Communicated during subscription*

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 Management Interface, or the proper ending of a phone call with the Client. The Client automatically receives an acknowledgment of receipt by email indicating the creation of the Incident Ticket and the 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 OVHcloud with as much information as possible about the issue so that a proper diagnostic can be carried out.

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

Under the Incident Management process, OVHcloud 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.

If OVHcloud determines that its Services are available and in good operational order, or that the Incident does not fall under OVHcloud's responsibility, OVHcloud 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 finalize 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), which are admissible by express agreement.

3.4 Classification of Requests

At the opening of the Incident Ticket by the Client, the Client 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 = <i>No alternative solution available</i>	Medium <i>Deterioration of Service = Existing alternative via manual action</i>	Low <i>Nuisance without impact on Service's performances = Existing alternative via manual action</i>
High <i>The situation is deteriorating at an alarming rate</i>	P1	P2	P3
Medium <i>The situation is slowly deteriorating over time</i>	P2	P3	P4

<p style="text-align: center;">Low</p> <p style="text-align: center;"><i>The situation is stable but has a potential for degradation over time</i></p>	P3	P4	P5
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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

*The **‘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 event of a default by OVHcloud to meet these SLO.

Article 4. Delivery times

At the request of the Client, the Business Support team will send the Client the estimated delivery times with respect to the quantity and nature of the ordered Infrastructures. The delivery times thus communicated are estimates only and are not guaranteed.

Article 5. Outsourcing and Processing of Personal Data

Under the Business Support, 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 undertakes all formalities and authorization requests necessary for the transfer of personal data outside of the EU which are provided herein.

Subject to cases of authorized transfers under the Contract, resorting to entities located outside the UE 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.

Article 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 terminated by one of the Parties by registered mail with return receipt, at least fifteen (15) days before the end of the Initial Period or each Renewal Period.

By way of exception, when 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.