OVHcloud

SPECIFIC CONDITIONS FOR DEDICATED SERVERS

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New additions:
This updated version aims to clarify the terms and improve the readability of the document.

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

What is it about?

Purpose. These Specific Conditions of Service (**"SC"**) and its annexes set out the terms of use and financial conditions applicable to the Services in the OVHcloud Dedicated Server universe (hereinafter referred to as the **"Dedicated Servers Service(s)"**).

Contractual framework. These SC supplement the current General Terms of Services (**"GTS"**), which are also applicable to Dedicated Servers.

CONTENTS

1. DEFINITIONS

Terms beginning with a capital letter in these SC are defined below and in the other contractual documents that make up the Contract agreed between the Client and OVHcloud.

"Availability Zone(s)" or "AZ(s)" is a physically distinct set of one or more datacenters within one given Region and is designed to ensure higher availability and fault tolerance for cloud services and applications. Availability Zones are connected via dedicated, regional networks and can be used to configure a redundant infrastructure.

"Cluster" is a billing composition of multiple and identical servers. These servers are identified as belonging to the cluster and thus are billed together.

"**Dedicated Servers**": the category of Infrastructure referred to in these SC. This category includes any physical OVHcloud server made available to the Client without a virtual or software layer. It may be called a "bare metal server" to conceptualize the absence of adding a software layer.

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

"Region(s)" is a physical location of the world comprised of one or several datacenters where OVHcloud services are hosted. OVHcloud Regions are deployed in most areas of the world such as Europe, US, Canada and APAC and are all interconnected to the OVHcloud backbone network.

"Region 1-AZ" is a Region that has one global availability zone but is fully redundant on power, network with a 2N+1 design spread across multiple datacenters.

"Region 3-AZ" is a Region that has three availability zones which are fully independent and bring the ability to build multi-AZ applications design with a very low latency between AZs.

"**Storage**": storage space and access protocols, as defined on the Website.

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2. WHAT ARE DEDICATED SERVER SERVICES?

2.1. Content of the Dedicated Server Services. As part of a "reasonable efforts" obligation, OVHcloud provides the Client with a Dedicated Server. The physical resources of the Dedicated Servers (RAM, disk space and processor) are fully allocated to the Client. Network resources, especially bandwidth, are shared. The capacities and characteristics of the physical and network resources vary according to the offer chosen by the Client and are detailed on the Website. It is the Client's responsibility to determine precisely which offer best meets their needs, since this cannot be subsequently modified during the performance of the contract.

2.2. Storage Space. Depending on the Client's choice and its availability, the Dedicated Server Services may include Storage. The Storage does not constitute an automatic backup of the Client's Content. The Client remains responsible for managing their business continuity, particularly their disaster recovery plan, in line with the nature of their processing and their own objectives or service commitments. The subscription to a Storage option is valid for the remaining duration of the Dedicated Server to which it is linked. The billing cycle for this storage space is automatically linked to the billing cycle for the Dedicated Server to which it is linked.

2.3. Location. When several Datacentre locations are available on the Website, the Client selects the location(s) of their choosing during the Order.

2.4. Baremetal 3 Availability Zones. As part of the Dedicated Servers Service, OVHcloud provides the Customer with a solution that allows it to order 3 identical Dedicated Servers within 3 Availability Zones and to manage them as a single cluster. The purpose of delivering dedicated servers within 3 Availability Zones in a region is to provide Clients with greater flexibility and more options to configure resiliency in their hosting infrastructure.
When Dedicated Servers are delivered within 3 Availability Zones in a Region, it means that the Servers are physically deployed in 3 datacenters within that Region. This provides several benefits, such as:
High availability:
By distributing Dedicated Servers across 3 AZs Clients have the opportunity for 1 to multiple dedicated server(s) to continue operating even if one of the AZs experiences a failure or outage.
Lower latency:
By deploying dedicated server(s) in 3 AZs that are geographically closer to users, the server can provide lower latency and faster response times.
Disaster recovery:
If Clients define a replicating data and applications architecture across 3 AZs, in accordance with the terms defined in Articles "Business Continuity" and "Backups", the Dedicated Servers may participate in the recovery and continuity of activities.

2.4.1. Scope of Bare Metal service delivered in a Region with 3 availability zones. The scope of dedicated servers in 3 AZs can vary depending on desired Region by the Client. This can provide Clients with greater control and customization over their hosting infrastructure, allowing them to optimize their applications or services for performance, security, and compliance.

2.4.2. General Functionalities and Features. The Baremetal - 3 Availability Zones Service is an Infrastructure as a Service (IaaS) solution which allows the Client to create a Dedicated Server in his Control Panel and select the desired Availability Zone.
By offering homogeneous quantity of machines ordered among Availability Zones, OVHcloud allows Clients to deploy servers in 3 AZs from a single order. Thus, it makes it easier to manage and monitor servers across different zones, as well as to distribute workloads across zones for better redundancy and scalability.
The Client can use also other resources set up in the Region with Availability Zones. This could apply in example for Additional IPs, Shared Storages, Private networks etc.

2.4.3. Location of the Service. The Client selects the location of the Service. This is done by selecting the respective Region in which the Cluster is to be deployed. The Cluster is then deployed within the Region according to the Distribution Mechanism (as defined hereinafter)**.**

2.4.4. Additional IP. Clients are able to order additional IPs and define failover architecture between servers for a specified workload.

2.4.5. Load balancing. Load balancing is not provided in 3 AZ but Clients are able to implement their own Load balancing solutions subject to the compatibility of the Services.

2.4.6. Distribution Mechanism. OVHcloud defines the calculation rules according to which the total number of servers ordered by the Client is distributed among the datacenters defined as Availability Zones within a Region ('**Distribution Mechanism'**).

The Distribution Mechanism ensures that Clients have autonomy over the design of their infrastructure while maintaining responsibility for it. When a Client orders at least a Cluster of 3 servers, they will be homogeneously distributed among at least the three Availability Zones within the Region to ensure resiliency and autonomy in infrastructure design.

For example, if a Client orders a Cluster, the Distribution Mechanism will deliver at least three servers, with one server in each of the three different Availability Zones within the Region. This mechanism may be subject to change by OVHcloud for new orders, and the current Distribution Mechanism can be viewed on the OVHcloud website.

2.4.7. Client's responsibilities

Architecture of the Infrastructure of the Client

The Client remains fully responsible for the architecture of the infrastructure it builds with the Service. OVHcloud is not able to intervene or correct misconfigurations. The Client remains responsible for the resilience of the infrastructure it builds with the elements provided by OVHcloud. This means that the Client is responsible for the selection of redundant elements. He must build his infrastructure according to his risk analysis and according to the criticality of his activities.

Additional elements

Other resources and services can be linked to the Service. The available additional resources and services may vary depending on the selected Region. It is the Client's responsibility to check that the elements required for their intended infrastructure design (e.g. Additional IPs, loadbalancers etc.) are available in the selected Region before ordering the service.

Business Continuity

The Client is reminded that, unless otherwise agreed, the Baremetal - 3 Availability Zones Service does not include a Business Continuity Plan ("BCP") or a Disaster Recovery Plan ("DRP"). Therefore, the Client is responsible for setting up its own BCP and/or DRP. The Client may order Services in different Availability Zones within a Region to distribute resources across different risk environments. The Client is responsible for the geo-distribution of services to maintain an adequate level of resiliency regarding its risk assessment. The Client must take the necessary technical and organizational measures to ensure the continuity of its business in the event of a major disruption that could affect the availability, integrity, or confidentiality of the Service.

Backups

OVHcloud does not assume any obligation with regard to the backup of Client data or Content hosted on the Services that comprise the Baremetal 3 Availability Zones Service. Therefore, it is the Client's responsibility to take all necessary measures to back up its data and Content in the event of loss, corruption of shared data and Content for any reason whatsoever. This also applies to data and Content not specifically mentioned in these Specific Conditions or any other contractual document.

3. **WHAT ARE THE TERMS OF USE FOR THE SERVICES?**

3.1. **Delivery**. OVHcloud informs the Client by e-mail of the provision of its Dedicated Server. The Dedicated Server is provided within a maximum period of fifteen (15) working days from the date of effective payment of the order by the Client. Beyond this time period, in the event where the

Dedicated Server is not provided by OVHcloud, the Client is entitled to request cancellation of the transaction and a refund of the amounts already paid.

3.2. Usage restrictions. In the event of a Client Order that may impact the stability of OVHcloud infrastructures, or the performance of the Dedicated Server Services provided to other OVHcloud clients (such as saturation of the available space within a Datacentre, etc.), OVHcloud reserves the right to consult the Client before delivering the Service in order to agree on an alternative solution that meets the Parties' needs and constraints. In the event of excessive bandwidth use by the Client, OVHcloud reserves the right to limit the volume of bandwidth under the conditions set out on the Website.

3.3. Administrator rights. The Client is the administrator of the Dedicated Server provided to them. As such, the Client is solely responsible for implementing measures that guarantee the security and stability of the Dedicated Servers provided to them.

3.4. Hosting quality. If the Client uses the Dedicated Server Services in order to provide the public with communication services that enable recipients of these Dedicated Server Services to store, access or distribute signals, writing, images, sounds or messages of any nature, to the public, particularly over the internet, they must be considered as a hosting provider in accordance with the laws and regulations in force. As such, it is their responsibility: (a) to hold and store all data that is able to enable the identification of anyone who contributed to the creation of the content or any of the content of the services they provide, for a period of 12 months, without OVHcloud being held liable in this regard; and (b) to establish an easily accessible and visible mechanism enabling anyone to bring to their attention any offence relating in particular to condoning crimes against humanity, incitement to hatred or violence, child pornography, as well as offences against human dignity, or illegal gambling activities. The Client must also appear as a hosting provider in the legal notices indicated by their website's publishing counterparties.

3.5. Equipment maintenance. As part of maintenance operations, OVHcloud may be required to replace equipment in order to maintain the Dedicated Servers Services in an operational condition. OVHcloud shall replace the aforementioned equipment with identical equipment, or with equivalent characteristics. When the equipment in question is no longer available (obsolescence, end of production and/or end of sales, etc.), and a replacement with newer or higher configuration equipment is required, OVHcloud cannot guarantee the compatibility of the substitute equipment with the Content (including distributions, systems, software and applications) installed by the Client as part of the Dedicated Server Services or provided by OVHcloud.

4. INSTALLATION OF OPERATING AND DISTRIBUTION SYSTEMS BY THE CLIENT

4.1. No default distribution installed. The Dedicated Servers provided to the Client by OVHcloud do not have any pre-installed distribution (or operating system). It is the Client's responsibility to obtain the rights necessary to install and use the distribution selected on their Dedicated Server, either from a publisher, any authorised third party or through OVHcloud. The Client also agrees to pay the related fees. OVHcloud therefore offers the Client several distribution choices on its Website. Distributions are Third-Party Products for the Dedicated Server Services. Third-Party Products are subject to the Third-Party Product Terms and Conditions, which may change at any time, and include the conditions set out below[1].

4.2. Compatible versions. The versions of the different distributions compatible with the Dedicated Server Services are mentioned on the Website, as well as in the Client Control Panel, and are likely to change according to the Dedicated Server Services ranges available, as is the list of compatible versions provided by OVHcloud.

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[1] Plesk: https://central.plesk.com/legal/eula
Cpanel: https://cpanel.net/noc-agreements/

4.3. Maintenance and updates to be carried out by the Client. The Client is also responsible for carrying out maintenance operations and for updating the distribution installed on their Dedicated Server. The Client is solely responsible for these operations and OVHcloud cannot be held liable for operations (maintenance, update, etc.) carried out that violate the applicable terms of use and/or licence, or for an operating fault of the Dedicated Server following operations thus carried out by the Client.

4.4. Compatibility with updates. Before carrying out updates or upgrades of the distribution installed on its Dedicated Server, the Client must verify the compatibility of the upgrade or the new version with the Dedicated Server Services concerned and take any measures necessary to ensure the continuity of its data.

4.5. Changes required. OVHcloud reserves the right to upgrade the Dedicated Server Services, in particular by enforcing any update or upgrade to the distribution, in order to maintain the security of the Dedicated Server Services and its Infrastructures. In the event of changes requiring an update or upgrade, the Client shall be informed with reasonable notice, except an emergency such as a security risk requires its immediate implementation. If the distribution update or upgrade is not carried out following OVHcloud's requests, OVHcloud reserves the right to interrupt the connection of the Client's Service to the network.

5. WHAT ARE SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS?

5.1. SLAs. OVHcloud undertakes to ensure the SLAs relating to the Dedicated Server's availability and its response/resolution times, as described below. The Baremetal - 3 Availability Zones Service is based on the Dedicated Server offer. For Dedicated Servers, the SLAs set out in the Specific Conditions for Dedicated Servers apply. The Service Level Agreement (SLA) for the OVHcloud Baremetal - 3 Availability Zones Service is not defined specifically for the Cluster as a whole. Instead, the SLA applies to each individual dedicated server within the Cluster. This is in line with the approach of OVHcloud to maintaining the integrity and functionality of the Cluster, where each server plays a crucial role.

5.2. Service Credits. In the event of non-compliance with these SLAs, OVHcloud will apply the following Credits, subject to the opening of an incident ticket by the Client from their Control Panel and the cases of exclusions and disclaimers set out in the Contract:

Dedicated Server Services	Service Credits
Dedicated Server monthly availability rate: - HG Range: 99.99% - SCALE Range: 99.99%*** - HIGHGRADE Range: 99.99%*** - INFRASTRUCTURE/ADVANCE Range: 99.95% - RISE Range: 99.9% - SO YOU START Range: 99.9% - KIMSUFI Range: 99.9%	Credit of 5% of the monthly cost of the unavailable Dedicated Servers, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.
Guaranteed one (1)-hour **response** time*, Incident level 1	Credit of 5% of the monthly cost of the unavailable Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.
Guaranteed one (1)-hour **resolution** time**, Incident level 1	Credit of 5% of the monthly cost of the unavailable Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.

Guaranteed one (1)-hour **response** time*, Incident level 2	Credit of 5% of the monthly cost of the affected Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.

(*) The response time is calculated from the creation of the support ticket. "Response" means the initial response to the support ticket by OVHcloud technical staff and not resolution of the Incident.

(**) The resolution time is calculated from the start of the response. "Resolution" means solely the restored availability of the unavailable Dedicated Server or replacement of the said Dedicated Server in the event of a fault, excluding restoration of data, systems and applications that were stored and/or installed by the Client on the unavailable Dedicated Server.

(***) In this case, the 99.99% availability guarantee is subject to the Client's configuration of the OVHcloud Link Aggregation (OLA) feature on the servers of the ranges Scale and High Grade having at least 4 physical network ports, so as to prevent a service outage if a server network link is cut. Otherwise, service availability is guaranteed at 99.95%.

"**Incident level 1**" is to be understood as meaning any Incident resulting in the total unavailability of Dedicated Servers, such as equipment incidents (Power Outage, Disk fault, etc.).

"**Incident level 2**" is to be understood as meaning any Incident causing substantial degradation in the performance of Dedicated Servers, such as latency problems, delayed access time, performance problems, slowed-down applications, etc.

"Monthly availability rate" is to be understood as meaning the total number of minutes in the month in question deducted from the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month. To calculate Credits, the downtime is calculated from the moment the incident ticket is opened, until the fault is resolved.

"**Unavailability**" is to be understood as meaning the impossibility of accessing the public IPv4 address of one or more Dedicated Servers due to a fault or malfunction of OVHcloud equipment (network or other). If the faults and malfunctions of OVHcloud equipment do not prevent access to Dedicated Servers (and therefore any incident other than Incident level 1), it is not considered as Unavailability.

The total amount of accumulated Credits that can be allocated during a month, for all events taken together, cannot exceed 50% of the total monthly cost of the affected Dedicated Server Services.

6. FINANCIAL CONDITIONS

6.1. Price. The price shall vary depending on the Dedicated Server range and the duration that it is made available to the Client ("Initial Duration") selected by the Client during the Order. Only the price indicated on the purchase order issued by OVHcloud reflects the total amount to be paid by the Client.

6.2. Billing. OVHcloud issues the Dedicated Server Services invoice when the Order is placed, and each time the Dedicated Server Services is renewed. The billing for the OVHcloud Baremetal - 3 Availability Zones service is done per Cluster. This means that the cost of the service is not calculated per individual server, but rather for the entire Cluster.

7. DURATION

7.1. Duration of Dedicated Server Services. The Initial Duration begins on the day that the Dedicated Server is made available. At the end of the Initial Duration, the duration for which the Dedicated Server is made available to the Client automatically renews in accordance with the terms set out in the GTS. The Baremetal - 3 Availability Zones Service is terminated per Cluster, meaning a single

server ordered within a Cluster cannot be terminated without terminating the Cluster. The clauses of the General Terms and Conditions detailing the termination process remain applicable.

7.2. Duration of options. The duration of certain options or functions that may be associated with the Dedicated Server Services, as well as their renewal and termination conditions, may differ from those applicable to the Dedicated Server Services. It is the Client's responsibility to be aware of these terms before subscribing. Information on the durations of the options is available on the Website and in the SC applicable to them.

8.   BAREMETAL – 3 AVAILABILITY ZONES – TABLE OF RESPONSIBILITES

Area of responsibility	OVHcloud	Client
Maintenance		
Hardware Dedicated Servers	X	
3 AZ Interface	X	
Software Installed by the Client		X
Software provided by OVHcloud	X	
Provision of Service		
Administration		X
Availability of Dedicated Servers	X	
Delivery of Servers within the Availability Zone / Region	X	
Reversibility		
Recovery of Clients Data		X
Erasure of Clients Data upon termination of the service	X	
Security		
Infrastructure / Dedicated Servers	X	
Internal configuration of the Dedicated Server		X
Backup		
Content Data of the Client hosted on the Dedicated Servers		X
Configuration provided by OVHcloud	X	
Configuration and Application of backup and recovery plan according to risk analysis of the Client		X