OVHcloud

SPECIFIC CONDITIONS FOR PUBLIC CLOUD

Version date: September 28, 2021

The below translation is provided for informational purposes only. The parties accept that in the event of a conflict or discrepancy, the French version prevails over the translated version.

DEFINITIONS:

Infrastructure: *set of components provided by OVHcloud which permit to host the Client's Public Cloud including in particular (depending on the circumstance) the Host Server, the Storage Space, the network, the bandwidth and/or virtualisation or cloud computing technology.*

Instance: *Virtual server created on the OVHcloud Public Cloud infrastructure and which enables the development and/or use of application solutions. The Instance, created using cloud computing technologies, includes a Storage Space and a quantity of processor and RAM resources. It is possible to add Object Storage to an Instance.*

Object Storage: *Distributed Storage Space based on the Object Storage architecture (management of data as objects). In the OVHcloud Public Cloud, it may be added to an Instance, particularly when it is used as a Snapshot and/or subscribed to separately.*

Object Storage Container: *Head unit of the Object Storage Space that shares the same access right policy, created by the Client.*

Storage Space: *Disk space attached to an Instance that can be either a 'local' Storage Space or a 'distributed' Storage Space, depending on the characteristics of the Instance. The 'local' Storage Space is directly attached to the Instance for the proper functioning of the operating system. Data is deleted and the disk is reinstalled to its original state every time the Instance is rebooted or stopped. Data in the 'distributed' Storage Space is stored whatever the state of the Instance. 'Distributed' Storage Space is deleted when the Instance is deleted.*

ARTICLE 1: PURPOSE

1.1 The Supplier ("OVHcloud") shall provide the OVHcloud Public Cloud Service ("Services") to the Client and the Client shall pay for the Services in accordance with these Conditions and the General Conditions which shall govern the contract between the parties to the exclusion of any other terms or conditions whether proposed by the Client, implied by law, trade custom, practice or course of dealing or otherwise (the "Contract").

1.2 These special terms and conditions supplement OVHcloud's General Terms and Conditions of Service, and are intended to set out the conditions, in particular the technical and financial conditions, being part of the Services to which OVHcloud is committed.

In the event of conflict between these Conditions and the General Conditions, these Specific Conditions shall prevail.

ARTICLE 2: MEANS

2.1 In the context of the provision of Services, OVHcloud shall provide the Client with one or several Instance(s) and/or one or several Object Storage Containers.

2.2 Instances are provided with dedicated Storage Space and a portion of RAM and Host Server processor resources. Depending on the configuration and type of Instance selected by the Client, the volume of allocated RAM and processor resources are either guaranteed to the Client (RAM Instances and CPU Instances), or shared by the Client with other users that have one or several Instance(s) installed on the same Host Server. Where resources are shared, performance cannot be guaranteed.

2.3 Given the high technicity of the Services, OVHcloud could only be submitted to an obligation of means.

2.4 For the entire duration of the subscription, OVHcloud provides the Client with a Management Interface that enables them to manage the Services, configure their Instances and Object Storage Containers (creation, deletion, etc.) and retrieve their usage statements.

2.5 The Client and the general public may access OVHcloud's Infrastructure via the internet where Instances and Object Storage Containers are made available. The Client must have an internet connection in order to log in to the Management Interface and access the Service, and is solely responsible for the aforementioned internet connection, in particular its availability, reliability and security.

ARTICLE 3: TECHNICAL SUPPORT

OVHcloud is responsible for any disruption to the Service. The Client has the right to contact the support service via the Management Interface, or by using the contact details available on OVHcloud's website.

ARTICLE 4: CONDITIONS OF USE

4.1 The Client subscribes to the Services on OVHcloud's website and, as such, must register a payment method from which payments shall be executed for invoices issued for the Services, under the conditions provided in Article 14 below.

4.2 From the time of activation of the Services by OVHcloud, the Client has the ability to create Instances in the Management Interface.

4.3 OVHcloud shall provide the Client with various Instance configurations, which are described on OVHcloud's website.

4.4 The Client undertakes to carefully consider every available Instance configuration prior to choosing an Instance. As such, the Client is responsible for defining the configuration and the operating system that can best meet their expectations and needs.

4.5 Any Instance rented from OVHcloud shall have an IPv4 address geolocated at the physical location of the Instance.

4.6 Hardware resources (Host Server, Storage Space, etc.) and the Instance rented by the Client will remain the exclusive property of OVH.

4.7 In the hereby contract, the Client shall be the sole administrator of their Instance. OVHcloud shall under no circumstances be involved in the administration of the Client's Instances. Similarly, the Client bears sole responsibility for their usage of the Object Storage Container provided to them.

4.8 OVHcloud is responsible for the administration of the Infrastructure (hardware, network, Host Servers, disks) on which the Instances and Object Storage Containers made available to the Client are configured.

4.9 The Client confirms they have all the necessary technical knowledge to ensure the correct administration of resources (Instances and Object Storage Containers) provided by OVHcloud, and to back up the data stored on these resources. The Client also undertakes to acquaint themselves with the documentation related to the Services, provided by OVHcloud.

4.10 The Client has the right to install software on the Instance. The Client bears sole responsibility for these installations, and OVHcloud shall not be liable for any failure of the proper operation of the Instance resulting from such installations.

4.11 The Client undertakes to comply with the license conditions and conditions of use of the operation system on which the Instance is configured by OVHcloud, and the license conditions and conditions of use of the applications, in some cases pre-installed on the Instance by OVHcloud.

4.12 OVHcloud reserves the right to modify the operating systems and applications pre-installed by OVHcloud on the Instance, in particular by way of any updates and/or version upgrades that it deems necessary in its sole discretion.

4.13 The Client may also perform maintenance operations and updates on the aforementioned operating systems and applications pre-installed on the Instance. In such a case, the Client assumes full responsibility and OVHcloud shall not under any circumstances be held responsible, including without limitation where said operations (maintenance, updates, etc.) are performed in violation of the applicable conditions of use/license conditions, or where there the Instance fails to perform and/or operate correctly following maintenance operations and/or updates performed by the Client.

4.14 The applicable license conditions and conditions of use of the aforementioned applications and operating systems are either provided to the Client at the time of the first order of the Instance configured with these pre-installed systems and/or software, or made available to the Client via OVHcloud's website or the Website of the software company.

4.15 OVHcloud reserves the right to restrict access to certain ports which it deems to be sensitive in order to protect the Infrastructure. Similarly, the Client acknowledges that UDP/ICMP flows are limited.

4.16 As part of his Services, the Client has the option, via the Management Interface, to increase and decrease its number of Instances and the volume of data stored in their Object Storage Container(s). It may also change the Instance(s)

provided by OVHcloud in order to change configuration. These changes are made asynchronously upon the request of the Client. The Client creates the request in the Management Interface or OVHcloud's API.

4.17 OVHcloud reserves the right to limit or restrict certain functionality of the Instance in order to guarantee the security of the Infrastructure. OVHcloud shall inform the Client of the implementation of these restrictions whenever possible.

OVHcloud also reserves the right to interrupt Client's Service if it presents a risk to (i) the stability and/or security of OVHcloud systems, infrastructures and/or environments, or (ii) the Services and/or Client's Content.

4.18 When Client has an OVHcloud private network (vRack), OVHcloud reserves the right to suspend Client's Instance if it uses the private network link of its Instance over 75% of its capacity for more than 72 minutes per 24 hours period.

4.19 The Client undertakes to use the Service with good mutual understanding.

ARTICLE 5: OVHcloud'S OBLIGATIONS

5.1 OVHcloud shall provide the Services with reasonable care and skill and in accordance with good industry practice.

5.2 OVHcloud undertakes to:

a) Ensure the administration of OVHcloud Infrastructure and Host Servers.

b) Maintain the Host Server in an operational state. OVHcloud shall use reasonable endeavours to replace any defective part of the Host Server as soon as reasonably possible except where OVH is not directly responsible for the failure or in situations where the repair or replacement procedure requires an interruption of Service which exceeds the usual replacement time. In the latter case, OVH will notify the Client as soon as reasonably practicable.

c) Make the Instances and Object Storage Containers available to the Client in accordance with the provisions of Article 12 of this Contract. OVHcloud reserves the right to interrupt the Services in order to perform a technical intervention to improve the operation of the Services.

d) Upon notification by the Client of an incident, intervene as soon as possible, provided the incident is not caused by the Client's misuse of the Instance or Object Storage Containers.

e) Ensure the quality of its tools is maintained in accordance with good industry practice and in accordance with the rules and customs of the profession.

ARTICLE 6: **OVHcloud'S LIABILITY**

6.1 OVHcloud shall not be liable for any information, sound, text, images, items, data or other content accessible on websites hosted by the Client in its use of the Services, transmitted or uploaded by the Client or any user of such websites and for any purposes.

6.2 OVHcloud shall not be liable for any partial or -total non-compliance with an obligation by and/or a failure by operators of internet traffic networks and in particular by the Client's internet service provider(s).

6.3 OVHcloud does not backup specific data on the Instances or Object Storage Containers of the Client. It is therefore the responsibility of the Client to take all the necessary measures to back up their data in the event of data loss or deterioration of entrusted data, whatever the cause, including causes not expressly mentioned in this Contract. OVHcloud does not provide any guarantees related to the Client's use of the Services, in particular guarantees related to the security and preservation of this data.

ARTICLE 7: **OBLIGATIONS AND RESPONSIBILITY OF THE CLIENT**

7.1 The Client acts as an independent entity and shall solely bear all risk associated with its activity when using the Services. The Client is solely responsible for the services and websites that they host on the Instance and Object Storage Container provided, as well as the content of transmitted, broadcast or collected data, the processing and updating of data, and all files, especially address files.

7.2 The Client is reminded that OVHcloud's intervention in connection with the contract on a Public Cloud is limited to installing the service. OVHcloud only insures in that regard the rental of a specialized infrastructure, without any control whatsoever over the content of the hosted websites or the contractual relationship between the sites' editor and their Web host, an OVHcloud Client under a Public Cloud rental contract. The Client shall therefore be considered a Web host. As such, the Client shall comply at all times with the applicable regulations regarding electronic communications and webhosting services.

7.3 OVHcloud only ensures access to the Services to enable the Client to store their data and their Clients' data.

7.4 OVHcloud reminds that the Client shall take all technical steps available to ensure that it holds and retains connection logs or any data which can allow anyone to identify any person who contributes to the creation of content for the services for which the Client is the provider, according to the legislation in force, and especially the Copyright Act (R.S.C., 1985, c. C-42).

7.5 The Client undertakes to respect the rights of third parties, rights of the individual, intellectual property rights such as copyrights, patent rights or trademark rights. Consequently, OVHcloud shall not be held liable for the content of any transmitted, disseminated or collected data, data processing or updating, or any files, namely address files of any kind.

7.6 The Client is prohibited from making any files or links that breach third party intellectual property rights publicly available via websites hosted on their Instance.

7.7 The Client shall not use the Services to deploy services which are intended to enable users to download files in large quantities to and from file hosting platforms.

7.8 The Client undertakes to pay for any licences required if they use any third-party software when using the Services.

7.9 The Client is put on notice that serious legal consequences can arise from illicit activities performed on all or part of the Instance and/or Object Storage Container provided to the Client. OVHcloud accepts no liability, whether sole or joint liability, especially for the use of data made available to internet users by the Client.

7.10 Where the Client uses proven spamming techniques on the internet, this shall result in the cessation of the Services and termination of this Contract without prior notice. The Client is also prohibited from any intrusive activity or any intrusion attempt from the Instance (including, but not limited to: port scans, sniffing, spoofing), and any activity or contentious behaviour such as traffic exchanging (Hitleap, Jingling), Black Hat SEO (downloading and uploading videos from and to online gaming platforms), crypto-currency mining, video game bots, etc.

In such events, OVHcloud reserves the right to suspend the Service and immediately terminate the Contract, without prejudice to the right to all damages that OVHcloud may claim.

7.11 The Client is solely liable for the consequences of any malfunction of their Instances and Object Storage Container as a result of any usage, by their staff or any personnel to which the Client may have provided their password(s) and any other means of access (such as SSH access keys, OpenStack Tokens). Similarly, the Client is solely liable for the consequences of the loss of passwords and any other means of access.

7.12 In order to maintain the service level of the Client's Instance and all the servers on the Infrastructure, OVHcloud reserves the right to request that the Client update the operating system running on the Instance and any applications pre-installed by OVHcloud, where a security vulnerability is identified. If the Client does not act upon such requests, OVHcloud reserves the right to disconnect the Instance, Object Storage Container and Infrastructure from the internet.

7.13 Similarly, in the event that OVHcloud finds that the Instance or Object Storage represents a security risk, OVH may send an email to the Client to inform the latter that the Instance or Object Storage Container will be reinstalled or deleted to maintain the integrity of the Instance or Object Storage Container and the entire Infrastructure. OVHcloud reserves the right to disconnect the Instance and the Object Storage Container from the internet pending the Client's re-installation of their Instance. The Client is responsible for transferring data from the pirated or failing system to the new system. The sole responsibility of OVHcloud is the installation of the new system.

7.14 The Client shall not send from their Instance unsolicited emails, or SPAM, and shall at all times comply with Canada's anti-spam law on the sending of unsolicited electronic communications. If Client fails to comply with this clause, OVHcloud reserves the right to suspend Services in respect of the Instance from where these unsolicited emails were sent and/or to terminate the Contract.

7.15 The Client acknowledges that, for security reasons, some features and protocols (such as IRC or pair by pair file exchanges) are likely to be restricted under the Services. Anonymisation services (Proxy) and cardsharing (CCCam or equivalent) are prohibited under the Services.

7.16 In no circumstances is OVHcloud under any obligation, in respect of the cloud computing technologies it uses for the management of the Client's Instances and the Object Storage Containers, to ensure the retention of Client data. All measures to ensure the backup of data is exclusively the responsibility of the Client.

7.17 It is the Client's responsibility to pay for any licenses or usage rights contracted with OVHcloud. Should the Client fail to do so, OVHcloud reserves the right to suspend the Services without prior notification.

7.18 OVHcloud reserves the right to undertake checks to ensure that the Services are being used by the Client in accordance with this Contract.

7.19 OVHcloud reserves the right to suspend the Services without prior notification in accordance with the provisions set out in the OVHcloud's General Terms and Conditions, and if the Client is in breach of any of OVHcloud's special and general terms and conditions, any applicable laws and regulations in force, or any applicable third party rights whatsoever.

ARTICLE 8: MEASURES FOR THE PREVENTION OF SPAMMING FROM OVH'S NETWORK

8.1 OVHcloud shall implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from its Infrastructure.

8.2 Further to Article 8.1, OVHcloud shall monitor outgoing traffic from the Service towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools.

8.3 The outgoing traffic referred to in Article 8.2 shall be monitored by OVHcloud with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVHcloud concurrently and not, under any circumstances directly between the Services and the internet.

8.4 OVHcloud shall not conduct any tagging of e-mails, and shall not modify e-mails sent by the Client in anyway whatsoever. No information shall be stored by OVHcloud during these operations aside from statistical data.

8.5 The operation in Article 8.2 shall be conducted regularly and in a fully-automated manner by OVHcloud and the Client acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

8.6 In the case of outgoing traffic from the Client's server, including e-mails, being identified as spam or fraudulent e-mails, OVHcloud shall inform the Client by e-mail and block the Server's SMTP port.

8.7 OVHcloud shall not keep any copy of e-mails sent from the Service's SMTP port, even when they are identified as spam.
8.8 The Client may request unblocking of the SMTP port through their Management Interface.

8.9 Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVHcloud for a longer period to be determined at OVH's reasonable discretion.

8.10 On the occurrence of OVHcloud's blocking the SMTP port for a third time, OVHcloud reserves the right to deny any new request for the unblocking of the SMTP port.

ARTICLE 9: MITIGATION (protection against DOS and DDoS attacks)

9.1 OVHcloud shall implement protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts provided that these attacks are conducted in a manner reasonably considered to be serious enough by OVH to warrant such protection. In implementing such protection, OVHcloud shall use reasonable endeavours to ensure that the operation of the Client's Services is maintained throughout the duration of a DOS or DDoS attack.

9.2 The function in Article 9.1 involves monitoring the traffic sent to the Client's Services from outside OVH's network. The traffic identified as illegitimate shall then be rejected by OVHcloud prior to reaching the Client's Infrastructure, thus allowing legitimate users to access the applications offered by the Client in spite of the attack.

9.3 As a result of the high technicality of the Service, certain attacks may not be detected by the protection measures implemented by OVHcloud. The protection measures outlined in Articles 9.1 and 9.2 shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. In such cases, the Infrastructures and the Service may be temporarily suspended and unavailable.

9.4 Given the nature of a potential DOS or DDoS attack and their complexity, OVHcloud shall implement different levels of traffic protection in order to preserve their Infrastructure and the Services.

9.5 The mitigation of a DOS or DDoS attack is activated only at the time of the detection of the attack by the OVHcloud's tools and for a non-fixed period, and deactivated only once the attack and illegitimate traffic are no longer present. Thus, until the mitigation is activated, the Service shall handle the attack directly, which may lead to the temporary unavailability of the Service.

9.6 While mitigation is activated, OVHcloud shall not guarantee the accessibility of the Client's applications but it shall endeavour to limit the impact of a DOS or DDOS attack on the Client's Services and on OVHcloud's Infrastructure.

9.7 If, in spite of the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of OVHcloud's Infrastructure or the infrastructure of the other Clients of OVHcloud, OVHcloud shall strengthen its protection measures which may lead to the deterioration of the Client's Services or impact its availability for which OVHcloud shall not be liable.

9.8 Where part of the traffic generated by a DOS or DDOS attack is not detected by the OVHcloud's equipment and reaches the Client's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Client's Services. In this regard, the Client must ensure that it has the adequate resources to administer the configuration of the Client's Services properly.

9.9 The Client shall be solely responsible for ensuring it secures its Services, implementing security tools (firewall, etc.), periodically updating their system, backing up their data and for ensuring the security of their software (scripts, codes etc.).

ARTICLE 10: GEOLOCATION

10.1 At the time of the creation of the Instance or of an Object Storage Container, the Client chooses where they wish to locate their Service, from the available datacentres.

10.2 The Client acknowledges and accepts that they are also subject to the legislation applicable on the territory where their hardware is installed and data is stored.

10.3 The Client therefore acknowledges the ability of OVHcloud to suspend the Service should it be used for a prohibited activity in the physical location of the hardware provided by OVHcloud.

10.4 Similarly, regarding geolocated IP addresses, the Client undertakes to ensure that they do not use the Service to breach legislation applicable in the country for which the IP address is declared. If the Client uses the Service in this way, OVHcloud may be forced to suspend every one of the Client's geolocated IP addresses.

10.5 Each of the Datacenters where the Instances composing a Public Cloud Project are located benefits from a monthly amount of free public traffic to be consumed by those Instances. For the majority of the Datacenters, this amount is unlimited. When limited, any extra traffic consumption shall give rise to additional invoicing. The list of the Datacenters concerned by those limitations, as well as the amount of free public traffic and the applicable rates for extra public traffic are available on OVHcloud website.

ARTICLE 11: SNAPSHOTS

11.1 OVHcloud provides a feature enabling the Client to make "instantaneous" copies (or "Snapshots") of the Instance.

11.2 Please pay attention that OVHcloud reminds the Client that a Snapshot is not a perennial backup of the data of the Instance. It is rather an "instantaneous" copy of the Instance. As a result, a Snapshot does not, under any circumstances, exempt the Client from its obligation to back up their data in accordance with Article 7 in this contract.

11.3 By default, Snapshots are of unlimited duration and invoiced under the conditions set out below in Article 14.

11.4 The Client may restore their Instance from any Snapshot. In this case, any data on the Instance will be deleted and the data on the selected Snapshot will be restored.

ARTICLE 12: SERVICE LEVEL AGREEMENT (SLA)

12.1 OVHcloud shall use its reasonable endeavours to meet the following service level targets:

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	SERVICE LEVEL AGREEMENT (SLA)
General Purpose Instance	Monthly availability rate: 99,99%
CPU Instance	Monthly availability rate: 99,99%
RAM Instance	Monthly availability rate: 99,99%
GPU Instance	Monthly availability rate: 99,99%
IOps Instance	Monthly availability rate: 99,90%
Sandbox Instance	Monthly availability rate: 99,95%
Object Storage Container, Block Storage & Storage Spaces :	Monthly availability rate: 99,90% Monthly data resilience rate: 100%

"**Monthly availability rate**" means that: the total number of minutes in the month minus the number of minutes of unavailability in the month in question, divided by the total number of minutes in the month in question.

"**Unavailability**" means the loss of access to and inability to reboot the Object Storage Container of the Client, for more than three (3) consecutive minutes from the moment an incident ticket has been opened by the Client.

"**Resilience**" means OVHcloud's ability to make the data stored in the Client's Object Storage Containers available to the Customer again before a duly declared unavailability incident (see conditions hereinafter). The resilience commitment is only applicable to Object Storage Service, to the exclusion, in particular, of any other Storage Spaces offered by OVHcloud as part of Public Cloud Services. OVHcloud's guarantee of resilience does not under any circumstances constitute a guarantee for the Client against the loss of its content and data. The Client remains responsible for backing up its data and managing its business continuity.

The service level targets described in Article 12.1 above are in place, subject to the exclusions listed below at Article 12.4, and provided that the Client works with OVHcloud to restore the Service in the event of unavailability.

When reporting the incident and creating the ticket, the Client shall provide OVHcloud with all relevant information useful for the diagnosis and intervention by OVHcloud. The Client undertakes to remain constantly available in order to collaborate with OVHcloud including by providing further information and carrying out all the necessary tests and checks. If necessary, the Client agrees to give access to its management interface. If the Client is not available or does not cooperate with OVHcloud, it cannot benefit from the service level targets defined above in Article 12.1.

The above commitment does not under any circumstances apply to the availability of components that are under the responsibility of the Client, in particular the software or applications installed and used by the Client on the Instance. In

the event of a change of Instance, the Client is responsible for reinstalling or reinitialising their software and application, and restoring the data and information that were stored on it.

OVHcloud employs technical tools that enable the Client to monitor Instances, in particular via PING requests. The service level targets defined in Article 12.1 do not apply where OVHcloud is unable to perform the technical operations necessary to monitor Instances as a result of the Client's configuration of the Instance.

12.2 If OVHcloud ascertains that the Instance or Object Storage Container is available and fully operational, OVHcloud shall be absolved of its obligations under the service levels defined in Article 12.1 above. However, under these circumstances, OVHcloud, at the request of the Client, undertakes to assist the Client in identifying the source of any difficulties found by the Client.

If OVHcloud ascertains an Unavailability, it will complete the diagnostic and work in collaboration with the Client to re-establish availability.

12.3 If the service level targets defined above in Article 12.1 are not achieved, the Client may, apart from the cases of exclusion numbered below, request the following service credits:

- Failure to respect the availability rate:

Where the monthly availability rate in Article 12.1 is not achieved, reimbursement equal to 0.5% of the monthly fee paid by the Client for the unavailable components per consecutive sequences of one (1) minute (beyond the first three (3) consecutive minutes of lost access or connectivity), up to a maximum of 100% of the monthly amount invoiced with respect to the said unavailable components.

- Failure to comply with the resilience rate of data stored in Container Object Storage:

Where the monthly durability rate in Article 12.1 is not achieved, reimbursement equal to 100% of the monthly fee paid by the Client for the affected Object Storage Container.
It is expressly agreed that the aforementioned service credits are the Client's sole remedy for all damages, losses, liabilities, costs and expenses resulting from OVH's failure to comply with its obligations under Article 12.1. As such, the Client will renounce any further requests, claims and/or action.

Following the receipt of the Client's claim for service credits, OVHcloud shall subtract Service Credits from the Client's next monthly invoice the amount to be credited. Any request by the Client for service credits under Article 12.1 must be sent to OVHcloud within one month of the closure of the incident ticket to which the service credit relates

12.4 The Client may not claim for service credits under Article 12.3 above where the unavailability results, in whole or in part, from

(i)   events or factors beyond control of OVHcloud, including but not limited to events of force majeure, actions of a third-party, internet connection issues, the malfunction of the internet, the malfunction or misuse of hardware or software under the control of the Client (in particular applications running on the Instance),

(ii)   a breach of the obligations of the Client pursuant to this Contract (in particular failure to collaborate with OVHcloud to resolve the incident),

(iii)   the misuse or inappropriate use of the Service by the Client (in particular the misuse of the Instance or OVHcloud Management Interface),

(iv)   (iv) scheduled maintenance,

(v)   an interruption caused by OVHcloud's intervention under the Conditions set out in Article 6 of this document, or

(vi)   computer hacking or piracy.

In such cases, excluding point (iv), OVHcloud reserves the right to invoice the Client for the cost of the work done to re-establish the availability of the Services. OVHcloud shall provide a quotation for such work which shall be sent to the Client for approval.

OVHcloud shall use all reasonable endeavours to establish the cause of the unavailability, and confirm which exclusion set out above applies. OVHcloud shall be permitted to use components in its information system (such as connection data) for this purpose.

ARTICLE 13: DURATION OF CONTRACT AND SERVICE

13.1 The Contract shall commence from the date it is subscribed to by the Client, and shall remain in force for an indefinite period. It may be terminated in accordance with OVHcloud's General Terms and Conditions.

13.2 The Client may choose, based on their requirements, to create and delete all or part of the Service (in particular Instances and Object Storage Containers) via their Management Interface.

13.3 There is no minimum duration of use. However, any hour or month started shall be invoiced by OVHcloud and paid in full by the Client, in accordance with the conditions set out in Article 14 below.

13.4 Instances and Object Storage Containers on which the data of the Client is stored shall remain available from month to month, unless the Client requests the deletion of the Service via the Management Interface.

ARTICLE 14: PRICES, PAYMENT METHODS AND BILLING

The prices are available on OVHcloud website.

14.1 Instances and associated components

The price of Instances and, where necessary, associated components (such as the operating system), depends on the pricing model chosen by the Client and the period during which the Instances and associated components are provided to the Client.

The Client may choose from two pricing models:

☐   An hourly payment plan

☐   A fixed-rate monthly payment plan

The fixed-rate monthly payment plan allows the Client to use an Instance (and where necessary the associated components) during the full calendar month during which the Instance was created.

If the Client creates an Instance during the month, the aforementioned fixed-rate monthly payment plan shall be invoiced on a pro-rata basis for the number of hours that remain in the month, starting from the date of creation of the Instance to the end of the month in question (the hour of creation of the Instance is counted as a full hour).

The fixed-rate monthly payment plan (in full or on a pro-rata basis under the conditions detailed above) shall be paid in full by the Client. This also applies where the Instance is deleted before the end of the calendar month in question. Any component (Instance and associated components) that is invoiced at the fixed-rate monthly payment plan and not deleted shall continue to be invoiced from month to month by OVHcloud to the Client at the fixed-rate monthly rate that applies in the above conditions.

With regards to the hourly payment plan, any hour started shall be invoiced by OVHcloud and paid in full by the Client. This also applies where the Instance is created and/or deleted during the same hour.

Any created Instance (including any associated components) is invoiced to the Client in accordance with the conditions set out in this Article, even if the Instance is not used. An Instance, including any associated components, is deemed to be created as soon as the Client validates it in the Management Interface or the API. Once it is created, it will appear in the Management Interface. The provision of the Instance will come to an end once it is deleted. It shall be stated that any Instance that has been deactivated but not deleted shall continue to be invoiced by OVH. The status of the Instance may be seen in the Client's Management Interface.

14.2 Storage Spaces

The price of using distributed Storage Spaces (Object Storage Containers and SNAPSHOT Storage Space) varies depending on the quantity of Storage Space used, duration of use of the Storage Space and the volume of outgoing traffic.

With regards to the provision of the Storage Space:

Storage Space shall be charged on hourly rate basis, charged per gigabyte.

The gigabyte of Storage Space is always charged as a whole, even if it is not fully used (rounded to the superior gigabyte).

Any hour during which a gigabyte of Storage Space is used, is charged and due in full by the Client, even if the use of a gigabyte of Storage Space starts and/or is deleted during the hourly time slot.

<u>With regards to the outgoing traffic of the Storage Space</u>:

OVHcloud shall charge for this on a pay-per-use rate, charged per gigabyte of outgoing data. "*Gigabyte of outgoing data*" means gigabyte of data sent from the Storage Space, whatever its destination (towards the internet and/or the network of OVHcloud and/or a third-party private network).

The provision of the "local" Storage Space (directly attached to the Instance) and the outgoing traffic sent from the "local" Storage Space is included in the price of the Instance.

14.3 General Information

The Client may create and delete Instances via the Management Interface.
Where several payment plans exist, the applicable rate is determined by the Client in the Management Interface at the moment of creation of the component concerned (for example the creation of an Instance).

Where the fixed-rate monthly payment plan is applied, the Service shall be invoiced for the remainder of the calendar month a few moments after the creation by the Client of the component (Instance and associated components).

Where the hourly payment plan or pay-per-use is applied, the Services shall be invoiced on a monthly basis in arrears at the start of the calendar month that follows the month of use, based on the consumption evaluated by OVHcloud. OVHcloud reserves the right to invoice the cost of these Services to the Client before the end of the said calendar month of use in the event that any outstanding amounts of the Client reach a significant total amount.

The provisioning time is evaluated by OVHcloud based on the data available on its operating system. The data is considered binding and fully enforceable on the Client.

The payments shall be made by the Client three (3) days from the invoice date, by automatic transfer from the Client's credit/debit card, Paypal® account or Client's OVH Account.

The Client undertakes to always retain a sufficient amount, in the bank account and their chosen payment method, to pay for their invoices within the agreed deadlines.

If OVHcloud is unable to take payment from the payment method, an email shall be sent to the Client requesting settlement of the outstanding amount as soon as possible. In the absence of prompt payment, the Service will be suspended by OVHcloud for non-payment.

ARTICLE 15: TERM, LIMITATION AND TERMINATION OF SERVICES

15.1 Each party may terminate the Contract without liability to the other party in an Event of force majeure under the conditions fixed by the General Conditions of Services.

15.2 In other cases, the Client is free to terminate the Contract by sending a termination request in writing to the address in the footer of this contract.

15.3 In all cases where the Client breaches the provisions of Article 7 in these special terms and conditions, particularly by carrying out any expressly prohibited activity using the OVHcloud's servers and/or publishing expressly prohibited content on the OVHcloud's servers and/or any activity that could potentially give rise to civil and/or criminal liability and/or affect the rights of third parties, OVHcloud has the right to disconnect and/or interrupt the Client's services immediately and without prior notification and to terminate the Contract with immediate effect and without notice to the Client, without prejudice to the right to damages that OVHcloud may claim.

15.4 At the end of this Contract, regardless of the reason for termination, the Client's Instances, Object Storage Containers and any associated components and stored data shall be deleted.

15.5 In the event of any Client breach and where OVHcloud elects not to terminate for breach, Services will be either restricted, limited or suspended depending on the gravity and the frequency of the breach. The measures will be determined based on the nature of the breach(es) established.

15.6 The Client accepts in advance that OVHcloud shall implement restriction, limitation or suspension measures of the Service where OVH receives a notification accordingly from a competent administrative, arbitration or judicial authority, pursuant to the appropriate applicable laws.

By placing an order online, the Client signifies their unconditional acceptance of this Contract.

ARTICLE 16: LIMITED LIABILITY

THE CLIENT ACKNOWLEDGES THAT OVHCLOUD AUTHORIZES OTHER SERVICE USERS TO INSTALL THEIR WEBSITES AND SERVERS IN ITS FACILITIES. OVH SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES, COSTS OR LOSSES INCURRED BY THE CLIENT (OR BY THE LATTER'S OWN CLIENTS) AND CAUSED BY ANOTHER SERVICE USER'S ACT, MATERIAL OR FAILURE TO ACT. OVH'S LIABILITY IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) BY STATUTE, OR OTHERWISE, TO THE CLIENT (OR THE LATTER'S OWN CLIENTS), CONCERNING PERFORMANCE OR NON-PERFORMANCE, AS APPLICABLE, OF ANY OBLIGATION CREATED UNDER THIS AGREEMENT, WITH REGARD TO ANY CLAIM, SHALL BE LIMITED AND SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CLIENT TO OVH UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL OVHCLOUD BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

ARTICLE 16 : TESTING PHASE

OVHcloud may offer services or new features in the `Beta` version (hereinafter the `Beta Service(s)`). Any service version designated by any means, including the OVHcloud Website as a Beta version by OVHcloud will be considered a Beta Service within the meaning of this section.

The Client may be asked to provide regular feedback on the use of the Bata Service during the test phase via the different channels previously established and made available by OVHcloud.

The Client ensures that they have read and been informed that the Beta Service provided by OVHcloud is in the testing phase in accordance with the common meaning of this term. Therefore, it agrees to bear all risks (such as instability,

malfunctions, unavailability, data loss or alteration, etc.) associated with this phase. The service levels (SLAs) indicated in these Specific Conditions are not applicable to Beta Services.

As such, OVHcloud reminds the Client that it is strongly advised against storing files that are vital or essential to their business on the Beta Service for the duration of the test period. The Client agrees to not store personal data on the Beta Service.

The marketing and continuity of the Beta Service after the testing phase is not guaranteed by OVHcloud. OVHcloud reserves the right to suspend or terminate the Beta service at any time and without compensation. In particular, OVHcloud reserves the right to restrict, limit or suspend the Beta Service without warning or compensation if it appears that the Customer is using the services provided to them for any activity that does not comply with OVHcloud's contractual terms or does not correspond to the purposes of the test carried out as part of the Beta Service.

If the testing phase is not renewed, OVHcloud will endeavour to inform the Client in advance, and will proceed to erase all data stored by the Client on the Beta Service. Upon termination of the Beta Service, for any reason, OVHcloud will proceed to erase all data stored by the Client on the Beta Service.

APPENDIX 1 – SPECIFIC CONDITIONS FOR OVHCLOUD MANAGED KUBERNETES

ARTICLE 1: SERVICE DESCRIPTION

As part of the Service, OVHcloud provides the Client with a solution based on the Kubernetes open-source system hosted by the Cloud Native Computing Foundation®, allowing the Client's containerised applications and underlying resources (including computing instances and additional disks) to be orchestrated via an API within the OVHcloud Public Cloud.

As such, the Client benefits from a Kubernetes cluster (hereinafter "Cluster") associated with a Public Cloud project. Once this Cluster is associated with a project, the Client can configure the said Cluster and add/remove resources such as nodes (Instances), persistent volumes (additional disks) or load balancers via the API developed and provided by OVHcloud, and orchestrate its resources through the standard Kubernetes API.

Resources orchestrated as part of the OVHcloud Managed Kubernetes Service (such as Public Cloud Instances, etc.) remain subject to the Terms and Conditions of Service, and in particular to the Special Conditions applicable to them.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

To be able to use the Service, it must be associated with a Client's OVHcloud Public Cloud Project.

2.2. Cluster management and updates

The main infrastructure in charge of management of the Cluster (hereinafter "Master Infrastructure") is dedicated to the Client, hosted, managed and maintained in operational condition by OVHcloud. As such, the configuration of the Cluster performed by the Client is backed up by OVHcloud on its own infrastructure, located in the same availability zone as the Cluster, as part of the Service. However, this does not constitute a permanent backup of the Client's configuration. It is the sole responsibility of the Client to carry out any operation necessary to preserve their configuration, taking into account the level of criticality of the Service to the Client's activity and their risk analysis, in particular in the event of a Service shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for installing and updating the components of the Master Infrastructure as well as software components, such as operating systems, present on the Cluster's nodes or "worker machines". The Client is in charge of managing the resources orchestrated within their Cluster, with the exception of the Master Infrastructure.

OVHcloud strongly recommends that the Client does not interact directly, in particular through their Management Interface or via the OpenStack API, with the resources managed as part of the Managed Kubernetes Service.

OVHcloud reserves the right to upgrade its operating systems and pre-installed applications, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system or application being used by the Client, this update is carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused updates or blocked OVHcloud from accessing the nodes.

In order for the Managed Kubernetes Service to orchestrate the resources constituting the Client's Cluster according to the rules defined by the Client via the API, the Client expressly accepts that the said Service may automatically add, delete and/or modify resources, and acknowledges that they are liable for all costs related to the use of these resources.

2.3. Location

The location of the Cluster is selected by the Client at the time of its creation from among the available Datacentres.

ARTICLE 3: SERVICE LEVEL OBJECTIVES

In order to provide a quality Service, OVHcloud strives to maintain high availability of the Master Infrastructure in order to achieve a monthly availability rate of the Kubernetes API server greater than or equal to 99.5%.

However, since the Managed Kubernetes Service is provided by OVHcloud to the Client free of charge, this monthly availability rate is not guaranteed and no compensation can be granted to the Client in the event of non-compliance with this.

The resources orchestrated by the Managed Kubernetes Service (and in particular the Instances constituting the nodes hosting the Client's containers) are subject to the service level commitments defined in the Special Terms and Conditions of Service applicable to them.

APPENDIX 2 - SPECIFIC CONDITIONS FOR OVH MANAGED PRIVATE REGISTRY

ARTICLE 1: SERVICE DESCRIPTION

The Managed Private Registry Service enables the Client to manage containerised software image data banks (Images), and store the aforementioned software images in an organised and secure manner.

By default, the Client has a Storage Space delivered as part of the Service. The Client is also provided with a Management Interface, as well as API applications, tools and software programs (the "Components"), all of which enable Client Data (Docker Registry API, Harbor Core, Notary, etc.) to be processed.

A range of models are offered for the Services (S, M or L), with varying features that are described on the OVHcloud Website.

The Data stored by the Client as part of the Service is replicated by default in our Storage Spaces located in the same region as the one selected by the Client when they create their Managed Private Registry within their OVHcloud "Public Cloud Project".

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1 Requirements

To be able to use the Service, it must be associated with a Client's OVHcloud Public Cloud Project.

2.2 General information

The Service is subject to the Conditions of Service in effect, more specifically these Specific Conditions and the OVH General Terms and Conditions of Service. The Service must be used in accordance with the conditions described.

The Managed Private Registry Service is aimed at business Clients. As a result, the Service must be used by the Client solely for the purpose of their organisation and its requirements. Using the Service within the context of public registries, which can be publicly read via the internet, is prohibited. OVHcloud reserves the right to suspend or cancel the Service on these grounds. If the Client uses an excessive amount of outgoing traffic, OVHcloud reserves the right to suspend the Service.

As part of the Service, OVHcloud ensures that the hardware and network Infrastructures on which the aforementioned Service is based are maintained in an operational condition. OVHcloud also manages the updates of Components made available to the Client. For the rest, the Client is responsible for managing the Service, particularly for the rights linked to using it, as well as the implementation of any required measures to ensure the longevity of their data and other Content.

The Management Interface is designed for the Client to use the Service, and namely manage their Data, use the available tools and software programs, track their resource usage, and view historical resource usage.

For each category of models, a limited number of parallel outgoing connections is defined depending on the model, as detailed on the OVHcloud Website.

2.3 Components

As part of the Service, OVHcloud provides the Client with a range of different Components that may be opensource or proprietary. All of the Components provided to the Client by OVHcloud as part of the Services remain the exclusive property of OVHcloud, or third parties who have granted them the right to use them. OVHcloud grants the Client the right to use the aforementioned Components provided to them for the requirements of their business. Some components can only be accessed via certain Managed Private Registry models, as described on the OVHcloud Website.

The Client has a Component that can be used to detect security vulnerabilities (via the use of a security vulnerability list). OVHcloud does not provide any guarantees on the usage of the Component. OVHcloud cannot be held responsible in the event of this Component failing to detect a security vulnerability. The role of OVHcloud is limited to alerting the Client in the event of security vulnerabilities being detected, as well as listing the corrective actions that the Client is responsible for carrying out. The Component is pre-configured with a selection of lists, subject to the licence, as specified within the OVHcloud documentation.

The Components provided by OVHcloud as part of the Services must be used in compliance with the applicable Conditions of Service, including third-party product conditions, if applicable.

2.4 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. Under no circumstances can OVHcloud be held responsible in the event of Client Data loss or alteration.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as Data related to CPU usage, RAM, errors in the logs, etc.

2.5 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as configuring the aforementioned service.

2.6 Service closure

At the end of the Service, whatever the cause (expiry, cancellation, non-renewal, etc.), as well as at the end of retention duration applicable to Client Data, all of the Data associated with the Service is automatically and permanently deleted. It is the Client's responsibility to back up or transfer the aforementioned Data onto another system before Service closure, or before the retention period for their Data elapses.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.

Any hour (i.e. clock hour) within which the Service is used is billed and due in full.

Outgoing traffic used by the Client is not billed as part of the Service.

ARTICLE 4: SERVICE LEVELS

4.1 Service level agreements

OVHcloud is committed to the following Service levels:

Elements	Service Level Agreements (SLA)	Compensation
Accessibility to essential Components (Docker Registry API, Harbor Core & Notary)	Monthly availability rate: Plan S: 99.90% Plan M: 99.95% Plan L: 99.95%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of the aforementioned monthly cost.
Accessibility to other Harbor Components (Job Service, Clair, Harbor UI and Harbor API)	Monthly availability rate: Plan M: 99.90% Plan L: 99.90%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of the aforementioned monthly cost.
Data resilience	Monthly data resilience rate:	Credit amounting to 100% of the monthly total paid by the Client during the month, for the
	Plan S: 100% Plan M: 100% Plan L: 100%	portion of the Docker registry affected by the malfunction.

*"**Monthly availability rate**" should be understood as: the total number of minutes in the month considered as a deduction made from the number of minutes of unavailability over the month concerned. The total is divided by the total number of minutes in the month.*

"Unavailability" *should be understood as a response to a HTTP 200 call in less than thirty (30) seconds (excluding push/pull transfer) for an Image where the time depends on the size of the Image concerned, as measured by OVH probes.*

"Resilience" *should be understood as OVHcloud's ability to make the data stored on the Client's Docker registry available to the Client again after a duly declared period of unavailability (see conditions below). OVH's guarantee of resilience does not under any circumstances constitute a guarantee against loss of the Client's content and Data. The Client remains responsible for backing up their Data and managing their business continuity.*

Once the Client has submitted a request to the support team, the credits are added directly to their OVHcloud account. The Client's compensation request must be submitted by the Client via their Management Interface, and the request must be sent, at the very latest, during the calendar month following the month that the unavailability has been detected by OVHcloud. If the Client does not submit a request within this period, they will no longer receive the compensation due. The credits must be used by the Client on the calendar month following the month that they are credited to the Client's OVHcloud account. If they are not used within this period, the credit is lost and can no longer be used. The credits cannot under any circumstances be refunded to the Client as cash.

It is expressly agreed that for the Client, the aforementioned credits represent a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the service commitments. As a result, the Client renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the credits cannot be accumulated. When credit compensation is applied, it is provided as generously as possible to the Client.

The Client cannot under any circumstances use this article and request the aforementioned credit compensation in the event of unavailability or resilience failure resulting in full or in part (i) from events or factors out of the control of OVHcloud, such as but not limited to cases of force majeure, third-parties, internet connection issues, internet network downtime, downtime or incorrect usage of hardware or software under the Client's management (particularly the applications run on the Instance), (ii) failure on the Client's part to fulfil the obligations listed as part of this Contract, (iii) incorrect or inappropriate usage of the service by the Client (particularly incorrect usage of the instances or Management Interface, etc.), (iv) scheduled maintenance, (v) an interruption that falls under the conditions listed in the General Terms and Conditions of Service, or (vi) hacking. In the scenarios listed above, and subject to point (iv), OVHcloud reserves the right to bill the Client for the intervention where appropriate, to establish availability. This will be listed as a cost estimate sent to the Client for validation.

The causes of unavailability, particularly the detection of cases of exclusion defined above, are established by OVHcloud by any means. This is namely done on the basis of elements from the OVHcloud's system information (e.g. connection data), which can be sent to the Client on request.

4.2 Service level objectives

OVHcloud makes every effort to manage Incidents within the following time periods:

Elements	Objectives
Average response time of APIs	4 seconds
Average status code of registries one hour after a Service is deployed	1% server error
Average status code of Harbor one hour after a Service is deployed	1% server error

(*) OVHcloud cannot provide any guarantee that OVHcloud can meet the Service levels defined above.

APPENDIX 3 – SPECIFIC CONDITIONS FOR LOAD BALANCER SERVICE

ARTICLE 1: **DESCRIPTION OF THE SERVICE**

As part of the Service, OVHcloud shall make a load balancer (or "Balancer") available to the Client as a service, allowing the Client to distribute workload by distributing packets of the Client's traffic across several of its units in order to improve performance, optimize response times and increase resilience to faults and downtime.

The various functionalities and features of the Balancers are detailed and accessible online on the OVHcloud Website. These functionalities and features are regularly updated. It is the Client's responsibility to monitor these changes, particularly with regard to any new orders.

Any resources used as part of the Service (such as Public Cloud Instances, etc.) are subject to the applicable Service Conditions and in particular the Special Conditions.

ARTICLE 2: **CONDITIONS OF USE OF THE SERVICE**

2.1 Pre-requisites

To be able to use the Service, it must be linked to a Client's OVHcloud "Public Cloud Project".

2.2 Configuration and maintenance

The Client shall be solely responsible for the administration, configuration and use of the Balancer. OVHcloud therefore cannot be held liable in the event of any malfunctioning of the Service due to incorrect configuration of the Balancer by the Client.

OVHcloud is responsible for administration of the Infrastructure underlying the Client's Balancer and for maintaining the same in good working order. OVHcloud reserves the right to update the Service in order to maintain the security of the Service or to keep the Service in good working order. OVHcloud may thus be required to carry out maintenance, version upgrades or updates. OVHcloud shall inform the Client of any planned maintenance via the interface provided for this purpose.

OVHcloud is under no obligation to carry out any backup of the Client's Balancer configuration. It is the sole responsibility of the Client to carry out any necessary action to save its configuration, taking into account the Service's level of criticality on the Client's activity and its risk assessment, in particular in the event of a shutdown of the Service or maintenance operations, version upgrades or updates.

OVHcloud would like to remind the Client that any feature of the Service that allows the Client to revert to a previous configuration does not constitute a method of permanently backing up the Client's configuration.

ARTICLE 3: SERVICE PERIOD AND FINANCIAL TERMS

The Service is billed on a Pay as you go basis, under the terms and conditions set out above. Every hour (being understood as a clock hour) started is charged and payable in full. Outgoing traffic used by the Client is not billed as part of the Service.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

OVHcloud undertakes to provide Service levels relating to Balancer availability and recovery times as described on the OVHcloud Website. In the event of non-compliance with these SLAs, the following compensation shall apply:

Obligations of OVH:	Compensation:
Monthly rate of Availability	Credit of 5% of the monthly cost of the unavailable Balancer, for each full hour of unavailability in excess of the SLA, up to a maximum of 30% of the aforementioned monthly cost.
Recovery Time Guarantee*	Credit of 5% of the monthly cost of the unavailable Balancer, for each full hour in excess of the SLA, up to a maximum of 30% of the aforementioned monthly cost.

(*) Recovery time is calculated from the moment that OVH acknowledges that the Service is experiencing problems with load balancing. "Recovery" simply means restoring the operability of the affected Balancer.

"Availability" means: the functional condition of the Service allowing it to carry out its primary function of load balancing and being able to reach and configure the Service via the Internet network. Note that any problem or malfunction resulting from poor configuration of the Service by the Client is not regarded as unavailability.

The above Service Level Agreements are subject to the exclusions set out below.

Should OVH find that the Balancer is available and in good working order, OVHcloud is absolved of its obligations under this SLA.
Should OVHcloud find that the Balancer is Unavailable, OVHcloud will complete the diagnostic process and work to restore availability.

When calculating the compensation due, unavailability time is calculated from the time at which the incident ticket is opened, up to the time at which OVH confirms that the issue has been resolved.

Credits are automatically credited to the Client's OVHcloud account. They must be used within the Load Balancer Service and must be used within the calendar month following their allocation by OVHcloud.
Otherwise, such credits will be lost and cannot be used. Under no circumstances can credit be paid to the Client in cash.

It is expressly agreed that the aforementioned credits constitute a fixed sum of compensation for the Client in respect of any and all damages resulting from OVHcloud's failure to comply with the relevant service level agreements, and the Client accordingly waives the right to any further requests, claims and/or proceedings.

Should an event result in the breach of several Service Level Agreements, credit cannot be accumulated. The credit amount that favours the Client most shall apply.

The Client may not under any circumstances invoke this article and claim the aforementioned credit in the event of unavailability resulting in whole or in part from (i) events or circumstances beyond the control of OVHcloud such as, but not limited to, force majeure, the actions of a third party, Internet connection problems, malfunction of the Internet network, malfunction or misuse of hardware or software under the control of the Client (in particular applications running on the Instance), (ii) a breach by the Client of its obligations under this Agreement (in particular failure to cooperate in resolving the incident), (iii) improper or inappropriate use of the Service by the Client (in particular poor configuration or use of the Balancer or Management Interface, etc.), (iv) planned maintenance, (v) any interruption occurring under the circumstances described in Article 6 hereof, (vi) hacking or computer piracy, or (vii) the malfunction or unavailability of service(s) linked to the Load Balancer. In such cases, and subject to point (iv), OVHcloud reserves the right to invoice the Client for any intervention carried out to restore availability. A quote will be issued for this purpose, to be approved by the Client.

The causes of unavailability, and in particular the identification of the excluded circumstances set out above, shall be determined by OVHcloud by any means, and in particular using evidence from OVHcloud's information system (such as connection data), which, by express agreement, shall be admissible.

ANNEX 4 – SPECIAL CONDITIONS - DATA PROCESSING

ARTICLE 1: OBJECT - SERVICE DESCRIPTION

The purpose of these special conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the Data Processing service (hereinafter referred to as the "Service").

The Service allows the Client to execute work tasks (hereinafter referred to as "Job(s)") via an API or their Control Panel by providing the Client with a solution based on various third-party software (such as Apache Spark).

As such, for each of the Jobs launched the Client receives a "Cluster" linked to a Public Cloud project. Each Cluster has its own allocated resources (such as cores and memory). Each Job is run by a master node (*driver*) that distributes tasks to the computing nodes (*executor*). The Client chooses the desired number of computing nodes and their configuration, the prices of which are indicated in their Control Panel.

The Resources orchestrated as part of the Service (such as Public Cloud Instances, Object Storage, etc.) remain subject to the Terms and Conditions of Service, and in particular to the Special Conditions applicable to them.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

To be able to use the Service, it must be associated with a Client's OVHcloud Public Cloud Project.

The Service is subject to the current Conditions of Service, more specifically these Special Conditions and the General Terms and Conditions of Service. It must be used in accordance with these conditions. If there is a contradiction between these two documents, these Special Conditions prevail over the General Terms and Conditions of Service.

The software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including third-party product conditions, if applicable.

2.2. Cluster management and updates

The Cluster is dedicated to the Client, and is hosted, managed and maintained by OVHcloud throughout the duration of the Job. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Cluster and maintaining it in an operational condition. The Client is therefore responsible for scaling their infrastructures, the code needed to execute Jobs, the data used, and its security.

OVHcloud reserves the right to upgrade the software that it provides, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system or application being used by the Client, this update is carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

In order for the Service to orchestrate the Resources comprising the Client's Cluster according to the rules defined by the Client in the API or Management Interface, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources, and acknowledges that they are liable for all costs related to the use of these Resources.

2.3. Location

The location of the Cluster is selected by the Client at the time of its creation from among the available Datacentres.

2.4 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. OVHcloud cannot in any way be held liable in the event of a loss or alternation of the Client's data or in the event of a malfunction of the Service caused by the Clients misuse of the Service (for example, the Client providing an incorrect code). OVHcloud also accepts no responsibility for the content of information, text, images, or data that is accessed, shared or downloaded by the Client as part of the Service.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as data related to CPU usage, RAM, errors in the logs, etc.

2.5 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as configuring the Service.

2.6 Service closure

The Client is responsible for monitoring the Jobs and for closing the Service when necessary.
At the end of the Job, whatever the cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client Data, OVHcloud will delete the Resources used for the Cluster. However, it is the Client's responsibility to delete the resources used collaterally, such as the Object Storage Containers used to store log files.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.

Any minute (i.e. clock minute) within which the Service is used is billed and payable in full. Minutes are counted from the time that a Job is launched, until the end of its lifecycle. If a Job is launched but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

4.1 Description

In the event of a Job failing as part of the Service, the Client may receive a credit equal to 100% of the amount paid by the Client for the portion of the Service affected during the month in question, with a limit of up to five (5) hours per Job.

"***Job failure***" is understood to mean a case where a Job is unable to be completed due to the loss of connectivity in the resources allocated to the Client's Cluster as part of the Service. The loss of connectivity is recorded by OVHcloud thanks to the implementation of ARP (Address Resolution Protocol) ping monitoring requests.

The other services used by the Service (particularly the Object Storage) are subject to the service level agreements set out in the applicable Special Terms and Conditions.

4.2 Receiving credit

In order to receive the aforementioned credit, the Client must inform OVHcloud support within thirty (30) days from the occurrence of the Job Failure discovered by the Client. The Client shall send any information relevant to the diagnosis to OVHcloud. If OVHcloud is unable to identify a Job Failure, OVHcloud is released from any obligations under this article.

The Client must use the credit as part of a Public Cloud Service within a month after their OVH Account is credited. If it is not used within this time, the credit is lost and cannot be used. The credit cannot under any circumstances be refunded to the Client as cash. The Client is informed that in order to receive the credit, they must have paid all bills already due for the Services.

It is expressly agreed that for the Client, the aforementioned credits represent a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the relevant service level agreements. As a result, the Client renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the credits cannot be accumulated. When credit compensation is applied, it is provided as generously as possible to the Client.

4.3 Exclusions

The Client cannot under any circumstances use this article and claim the aforementioned credit compensation in the event of a Job Failure resulting in full or in part from: (i) events or factors out of the control of OVHcloud, such as but not limited to cases of force majeure, third-parties, internet connection issues, internet network downtime, faults or incorrect usage of hardware or software under the Client's management (particularly the applications run on the Resources), (ii) failure on the Client's part to fulfil the obligations listed as part of the General Terms and Conditions and/or the Special Conditions (particularly a lack of cooperation towards resolving the incident), (iii) incorrect or inappropriate usage of the

Service by the Client (particularly incorrect usage of the Instances or Management Interface, etc.), (iv) scheduled maintenance, (v) an interruption that falls under the conditions listed in these conditions, or (vi) hacking.

The causes of a Job Failure, particularly the detection of the excluded cases defined above, are determined by OVHcloud by any means, and is mainly done on the basis of elements from OVHcloud's system information (e.g. connection data), which can be sent to the Client on request.

OVHcloud

ANNEX 5 – SPECIFIC CONDITIONS – ML SERVING

ARTICLE 1: PURPOSE - SERVICE DESCRIPTION

The purpose of these Special Conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the ML Serving service described below (the "Service").

This Service allows the Client to deploy machine learning models (hereinafter referred to as the "Model(s)") via an API or their Management Interface. These Models may be provided by OVHcloud or by the Client.

Each of the deployed Models is accessible and searchable through a HTTP API.

As such, each of the Models launched by the Client is deployed on one or more computing nodes (hereinafter referred to as "Resources") linked to a Public Cloud project. Each computing node has its own allocated resources (such as cores and memory). The Client chooses the desired number of computing nodes and their configuration, the prices of which are indicated in their Management Interface.

The Service also offers an automatic scaling of allocated resources: the Client indicates the minimum and maximum number of computing nodes desired, and the Service adjusts this number according to the workload.

The Resources orchestrated as part of the Service (such as Object Storage, Private Registry, etc.) remain subject to the Conditions of Service, and in particular to the applicable Special Conditions.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

To be able to use the Service, it must be associated with a Client's OVHcloud Public Cloud Project.

In the event that the Client provides their own Model, the Client is informed that they must first place their Model in an Object Storage Container before using the Service.

The Service is subject to the current Conditions of Service, including these Special Conditions and the General Terms and Conditions of Service. It must be used in accordance with these conditions. If there is a contradiction between these two documents, these Special Conditions shall prevail over the General Terms and Conditions of Service.

The Client is solely responsible for their use of the Services, particularly in terms of managing the keys that enable them to manage authorisations and access to the Service, the use of APIs, software and tools provided by OVH, managing their subscriptions, and managing the data used as part of the Services. The Client must possess the necessary technical skills and knowledge and familiarise themselves with the Service features before using them.

2.2 Tools, software and APIs

The APIs, tools and software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

The Client agrees to also use the latest available versions of the APIs, tools and software provided by OVHcloud.

The Services can be used and interconnected with elements not provided by OVHcloud (software, systems, connected devices, etc.). The Client is responsible for acquiring all of the rights needed to use these elements, and shall pay the corresponding charges directly to the third party rights holders.

2.3. Service management and updates

The Resources are dedicated to the Client, and are hosted, managed and maintained by OVHcloud throughout the duration of the Model deployment. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Resources and maintaining them in an operational condition, within the limits of the Service Level Agreements described below. The Client is therefore responsible for scaling their infrastructures, for their own Models, the data used, and its security.

OVHcloud reserves the right to upgrade the Models that it provides, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system, application or model being used by the Client, this will be carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

In order for the Service to orchestrate the Resources allocated to the Client's Models according to the rules set by the Client in their API or Management Interface, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources, and acknowledges that they are liable for all costs relating to the use of these Resources.

2.3. Location

The location of the Model's Resources is selected by the Client at the time of its creation from among the available Datacentres.

2.4 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. OVHcloud cannot in any way be held liable in the event of a loss or alteration of the Client's data or in the event of a malfunction of the Service caused by the Clients misuse of the Service (for example, the Client providing an incorrect Model). OVHcloud also accepts no responsibility for

the content of information, text, images, or data that is accessed, shared or downloaded by the Client as part of the Service.

OVHcloud does not carry out any specific backups of the data stored as part of the Service. OVHcloud is only subject to a "best endeavours" obligation. It is therefore the Client's responsibility to take all necessary measures to back up their data in order to be able to restore it in the event of its loss or deterioration.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as data related to CPU usage, RAM, errors in the logs, etc.

2.5 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as for configuring the Service.

2.6 Service closure

The Client is responsible for monitoring the Model(s) and for closing the Service when necessary.

At the end of the Model deployment, whatever the cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client Data, OVHcloud will delete the Resources used for the Model. However, it is the Client's responsibility to delete the resources used collaterally, such as the Object Storage Containers and Private Registry used to store model files and containers.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the terms and conditions set out above.

Any minute (i.e. clock minute) within which the Service is used is billed and payable in full. Minutes are counted from the time that a Model is launched, until the end of its lifecycle. If a Model is deployed but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

In addition to the cost of Resources, some Models offered by OVHcloud and external partners may add a surcharge, which will be indicated in the Client's Management Interface during deployment.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

OVHcloud is committed to ensuring the following Service levels:

Elements	Service Level Agreements (SLA)	Credits
Computing nodes	Monthly availability rate: ML1: 99.999%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 100% of the monthly cost of the Service.

"Monthly availability rate" *should be understood as: the total number of minutes in the month in question minus the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month.*

"Unavailability" *should be understood as a response to a HTTP 200 call in less than thirty (30) seconds, as measured by OVHcloud sensors, excluding delays inherent to the deployed Model (inference).*

Once the Client has submitted a request, the credits are added directly to their OVHcloud account. The Client's compensation request must be submitted by the Client via their Management Interface, and the request must be sent, at the very latest, during the calendar month following the month that the unavailability was detected by OVHcloud. If the Client does not submit a request within this period, they will no longer receive the compensation due. The credits must be used by the Client on the calendar month following the month that they are credited to the Client's OVHcloud account. If they are not used within this period, the credit is lost and can no longer be used. The credits cannot under any circumstances be refunded to the Client as cash.

It is expressly agreed that for the Client, the aforementioned credits represent a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the relevant service commitments. As a result, the Client renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the credits cannot be accumulated. When credit compensation is applied, it is provided as generously as possible to the Client.

The Client cannot under any circumstances use this article and request the aforementioned credit compensation in the event of unavailability resulting in full or in part from (i) events or factors outside of the control of OVHcloud, such as but not limited to: cases of force majeure, third-parties, internet connection issues, internet network downtime, faults or incorrect usage of hardware or software under the Client's management (particularly the applications run on the Instance), (ii) failure on the Client's part to fulfil the obligations listed as part of this Contract (particularly a lack of cooperation towards resolving the incident), (iii) incorrect or inappropriate usage of the Service by the Client (particularly incorrect usage of the Instances or Management Interface, etc.), (iv) scheduled maintenance, (v) an interruption that falls under the conditions listed in the General Terms and Conditions of Service, or (vi) hacking. In the scenarios listed above, and subject to point (iv), OVHcloud reserves the right to bill the Client for the intervention carried out to reestablish availability, if any. This will be listed as a cost estimate sent to the Client for validation.

The causes of Unavailability, particularly the detection of the excluded cases defined above, are determined by OVHcloud by any means. This is mainly done using elements from OVHcloud's information system (e.g. connection data), which can be sent to the Client on request.

ANNEX 6 – SPECIFIC CONDITIONS – AI TRAINING

ARTICLE 1: PURPOSE - SERVICE DESCRIPTION

The purpose of these Special Conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the AI Training service described below (the "Service").

Each of the deployed Models is accessible and searchable through a HTTP API.
 The Service allows the Client to train machine learning models and execute jobs in a Container (hereinafter collectively the "Jobs") via an API, a command line interface (CLI) or its Manager. Container refers to the virtual envelope that is used to deploy an application with all of the necessary elements. Jobs may be based on frameworks provided by OVHcloud, by the Client or by third-party partners.
As such, each of the Jobs launched by the Client is deployed on one or more computing nodes (hereinafter referred to as "Resources") linked to a Public Cloud project. Each computing node has its own characteristics (such as cores and memory). The Client chooses the desired number Resources, the prices of which are indicated in their Management Interface and/or OVHcloud Website.

The duration of the Jobs depends on multiple factors such as the complexity of the training models selected, the volume of data to be processed, and the quantity of Resources deployed. OVHcloud cannot guarantee a minimum or maximum execution time and duration.
The Resources orchestrated as part of the Service (such as Object Storage, Private Registry, etc.) remain subject to the Conditions of Service, and in particular to the applicable Special Conditions.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

To be able to use the Service, it must be associated with a Client's OVHcloud Public Cloud Project.

In the event that the Client provides their own code and/or Container, the Client is informed that they must first place comply with the prerequisites indicated in the technical documentation of the Service available in the "Ai Training" Tab of the webpage located at. https://docs.ovh.com/. The Client undertakes in particular, but not limited to, to place its Container in a Private Registry before using the Service.

The Service is subject to the current Conditions of Service, including these Special Conditions and the General Terms and Conditions of Service. It must be used in accordance with these conditions. If there is a contradiction between these two documents, these Special Conditions shall prevail over the General Terms and Conditions of Service.

The Client is solely responsible for their use of the Services, particularly in terms of managing the keys that enable them to manage authorisations and access to the Service, the use of APIs, software and tools provided by OVH, managing their

subscriptions, and managing the data used as part of the Services. The Client must possess the necessary technical skills and knowledge and familiarise themselves with the Service features before using them.

2.2 Tools, software and APIs

The APIs, tools and software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

The Client agrees to also use the latest available versions of the APIs, tools and software provided by OVHcloud.

The Services can be used and interconnected with elements not provided by OVHcloud (software, systems, connected devices, etc.). The Client is responsible for acquiring all of the rights needed to use these elements, and shall pay the corresponding charges directly to the third party rights holders.

2.3. Service management and updates

The Resources are dedicated to the Client, and are hosted, managed and maintained by OVHcloud throughout the duration of the Service deployment. It is the sole responsibility of the Client to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Client's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Resources and maintaining them in an operational condition, within the limits of the Service Level Agreements described below. The Client is therefore responsible for scaling their infrastructures, the data used, and its security.

OVHcloud reserves the right to upgrade the Services that it provides, in particular by carrying out any updates and/or version upgrades it deems necessary. OVHcloud also reserves the right to modify or delete the proposed frameworks. The Client acknowledges and accepts that these changes do not entitle the Client to termination and/or compensation. In the event that it is necessary to update an operating system, application or model being used by the Client, this will be carried out in accordance with the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

In order for the Service to orchestrate the Resources allocated to the Client's Services according to the rules set by the Client in their API, CLI, or Management Interface, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources within a reasonable time and subject to the Resources available, and acknowledges that they are liable for all costs relating to the use of these Resources.

2.4. Location

The location of the Service's Resources is selected by the Client at the time of its creation from among the available Datacentres.

2.5 Data Management and Conservation

The Client is solely responsible for managing and supervising their Data. OVHcloud cannot in any way be held liable in the event of a loss or alteration of the Client's data or in the event of a malfunction of the Service caused by the Clients misuse of the Service. OVHcloud also accepts no responsibility for the content of information, text, images, or data that is accessed, shared or downloaded by the Client as part of the Service.

OVHcloud does not carry out any specific backups of the data stored as part of the Service. OVHcloud is only subject to a "best endeavours" obligation. It is therefore the Client's responsibility to take all necessary measures to back up their data in order to be able to restore it in the event of its loss or deterioration.

OVHcloud reserves the right to collect metadata linked to the use of the Service, such as data related to CPU usage, RAM, errors in the logs, etc.

2.6 Maintenance, update and upgrade operations

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as for configuring the Service.

2.7 Service closure

The Client is responsible for monitoring the Model(s) and for closing the Service when necessary.

At the end of the Job deployment, whatever the cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client Data, OVHcloud will delete the Resources used for the Job. However, it is the Client's responsibility to delete the resources used collaterally, such as the Object Storage Containers and Private Registry used to store model files and containers.

ARTICLE 3: **DURATION OF SERVICES AND FINANCIAL CONDITIONS**

The Service is billed on a Pay-As-You-Go basis, under the terms and conditions set out below.

Any minute (i.e. clock minute) within which the Service is used is billed and payable in full. Minutes are counted from the time that a Job is launched, until the end of its lifecycle. If a Job is deployed but fails for whatever reason, such as due to inaccessible data or an incompatible code, the Service will be billed.

ARTICLE 4: **SERVICE LEVEL AGREEMENTS**

OVHcloud is committed to ensuring the following Service levels

Elements	Service Level Agreements (SLA)	Credits

Job	Monthly availability rate: : 99.9%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 30% of the monthly cost of the Service.

"Monthly availability rate" *should be understood as: the total number of minutes in the month in question minus the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month.*

"Unavailability" *should be understood as : all Jobs submitted for all regions by the Client by minute return error 500 or 503. For clarification purposes , in the event the client does not deploy any Job for a one-minute interval, the availability rate during the interval in question shall be considered to be 100 %.*

Once the Client has submitted a request, the credits are added directly to their OVHcloud account. The Client's compensation request must be submitted by the Client via their Management Interface, and the request must be sent, at the very latest, during the calendar month following the month that the unavailability was detected by OVHcloud. If the Client does not submit a request within this period, they will no longer receive the compensation due. The credits must be used by the Client on the calendar month following the month that they are credited to the Client's OVHcloud account. If they are not used within this period, the credit is lost and can no longer be used. The credits cannot under any circumstances be refunded to the Client as cash.

It is expressly agreed that for the Client, the aforementioned credits represent a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the relevant service commitments. As a result, the Client renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the credits cannot be accumulated. When credit compensation is applied, it is provided as generously as possible to the Client.

The Client cannot under any circumstances use this article and request the aforementioned credit compensation in the event of unavailability resulting in full or in part from (i) events or factors outside of the control of OVHcloud, such as but not limited to: cases of force majeure, third-parties, internet connection issues, internet network downtime, faults or incorrect usage of hardware or software under the Client's management (particularly the applications run on the Instance), (ii) failure on the Client's part to fulfil the obligations listed as part of this Contract (particularly a lack of cooperation towards resolving the incident), (iii) incorrect or inappropriate usage of the Service by the Client (particularly incorrect usage of the Instances or Management Interface, etc.), (iv) scheduled maintenance, (v) an interruption that falls under the conditions listed in the General Terms and Conditions of Service, or (vi) hacking. In the scenarios listed above, and subject to point (iv), OVHcloud reserves the right to bill the Client for the intervention carried out to reestablish availability, if any. This will be listed as a cost estimate sent to the Client for validation.

The causes of Unavailability, particularly the detection of the excluded cases defined above, are determined by OVHcloud by any means. This is mainly done using elements from OVHcloud's information system (e.g. connection data), which can be sent to the Client on request.

APPENDIX 7: SPECIAL TERMS AND CONDITIONS – DATABASE AS A SERVICE

ARTICLE 1: OBJECT - SERVICE DESCRIPTION

The purpose of these Special Terms and Conditions is to define the technical and financial conditions under which OVHcloud agrees to provide the "Database as a Service" service (hereinafter referred to as the "Service").

The Service allows the Customer to create clusters of one or more database Instances (hereinafter referred to as the "Cluster(s)") via an API or their Control Panel by providing the Customer with a solution based on various third-party software, called an "Engine".

Each Engine may have specific configurations in terms of the resources made available. These configurations and features change regularly. It is the customer's responsibility to be aware of these changes, particularly when it comes to any new Orders.

The disk sizes indicated are an approximate size before formatting and partitioning. The actual size may differ depending on the format, partitioning and system installation.

OVHcloud maintains the Infrastructure used as part of the Service and provides the Customer with a Management Interface and an Application Programming Interface (hereinafter referred to as "API").

The Management Interface enables the Customer to use the Service, and in particular to manage their data placed on the Service, use the available tools and software, track their consumption, or view their consumption history.

The Service features offered are detailed on the OVHcloud website.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements and General Information

To be able to use the Service, it must be linked to a Customer's OVHcloud Public Cloud Project.
The Service is subject to the current Conditions of Service, more specifically these Special Conditions and the General Terms and Conditions of Service. It must be used in accordance with these conditions. If there is a contradiction between these two documents, these Special Terms and Conditions prevail over the General Terms and Conditions of Service.

Before using the Service, it is the Customer's responsibility to read all of its characteristics, in particular those referred to in the "Service Description" article above, as well as the applicable Conditions of Service, in

particular these conditions of use, and to confirm that these conditions correspond to their needs, particularly in terms of their activities and risk analysis.

The Customer must have an internet connection to log in to the Management Interface and access the Service, and remains solely responsible for this internet connection, particularly its availability, reliability and security.

The Customer acts as an independent entity and therefore assumes sole responsibility for the risks and perils of their activity.

The Customer confirms that they have all of the technical knowledge necessary to ensure that the resources provided to them by OVHcloud are used correctly.

The Customer chooses the storage capacity of their Service during the Order. This capacity is linked to the type of Service selected. Any change of capacity will involve a change in the Service range.

The software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions, if applicable.

The Customer is solely responsible for configuring their security groups and security rules (IP address authorisations and/or IP address blocks), as by default, no rules are configured, with the Cluster provided to the Customer being isolated from the public network. OVHcloud cannot under any circumstances be held responsible in the event of the Service's unavailability due to the poor configuration of these security groups and/or rules.

Under no circumstances should the Customer:
- Modify and/or delete the user accounts reserved for OVHcloud to use for administration purposes as part of the Service management;
- Modify the topology of the Cluster provided to them;
- Leave the scope of the database management system ("DBMS").

OVHcloud cannot be held responsible in any capacity, including in solidarity, for information, files, data and other Customer Content, or for their usage carried out in the context of the Service, including transmission, distribution to internet users, collection, operation, updating, etc. OVHcloud reserves the right to suspend the Service in the event Customer should not abide by the Conditions of Service.

The data that the Customer stores in a database is not subject to specific encryption by OVHcloud. It is therefore the Customer's responsibility to take any measures they deem necessary in order to ensure the security and confidentiality of their data.

2.2. Tools, software and APIs

The APIs, tools and software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

2.3. Cluster management and updates

The Cluster is dedicated to the Customer, and is hosted, managed and maintained by OVHcloud (or its partners, where applicable) throughout the duration of the Services. It is the sole responsibility of the Customer to carry out any operations needed to preserve their configuration, taking into account the Service's criticality to the Customer's activity and their risk analysis, particularly in the event of the Service's shutdown or maintenance, version upgrade or update operations. OVHcloud reserves the right to carry out any Service updates necessary to comply with the DBMS lifecycle policy described on https://docs.ovh.com/gb/en/publiccloud/databases/.

WAL (Write-Ahead Logging) data, logs and metrics linked to the Customer's Cluster(s) may be stored by OVHcloud for a duration of one (1) year following their creation date. Similarly, as part of the Service, backup operations for Customer data stored on the Cluster can be performed when the option is included in the Service subscription. These backups can also be kept for a period of one (1) month following their creation date. The Customer can restore these backups via their Control Panel or via the use of command lines when the option is included in the Service subscription. If the Customer deletes all of the backups performed by OVHcloud, OVHcloud will not be able to restore their Cluster(s). As such, the Customer is reminded that the termination of the Services for whatever cause (including termination of the Contract, non-renewal, non-payment, termination of Services by the Customer, non-compliance with the Terms and Conditions of Service, etc.), as well as certain operations to reinstall the Services, result in the automatic and irreversible deletion of all Content (including information, data, files, systems, applications and other elements) reproduced, stored, hosted, collected, transmitted, distributed, published, and more generally used and/or operated by the Customer as part of the Service, including any potential backups.

It is the Customer's responsibility to take all necessary measures to transfer their Content before the Service is terminated and before each Services reinstallation and generally before any event leading to Content deletion.

2.4 Service Closure

The customer is responsible for the lifecycle of their Cluster(s). When the Service stops for whatever reason (termination, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Customer Data, OVHcloud will delete the resources used for the Cluster, including the associated data.

2.5 Specific conditions: MongoDB

When using the MongoDB Engine, the Customer agrees not to:
- Distribute, sell, or promote the software as separate software from the Services;
- Use the MongoDB branding;
- Decompile, disassemble, translate, reverse engineer or attempt to derive the source code from any part of the software;
- Directly or indirectly circumvent or violate the technical restrictions of using MongoDB software;
- Remove any copyright, identification or other notices relating to the MongoDB software and its documentation;
- Modify or create a work derived from all or part of the MongoDB software;
- Publicly distribute performance information about the MongoDB software alone or analyses of the software, including benchmark tests;
- Enable MongoDB software to be used on more servers than permitted under the Services and/or contact Support for applications for which support has not been subscribed.

The Customer is only authorised to resell their own services using the Services, or to entrust the management of Services containing MongoDB software to a data manager, provided that the Customer agrees not to:
- sell the MongoDB software and/or Services alone;
- create a derivative version of the Services;
- sell the Services through third-party platforms or marketplaces.

2.6 Specific conditions: Aiven

Customer is informed that AIVEN OY, as publisher of the engines listed below in this Article (altogether the « Aiven Engines»), may access the vRack used for the Services related to these Aiven Engines, to manage these Services:
- MySQL,
- PostgresSQL,
- Redis,
- Kafka and its additional services,
- Opensearch,
- Grafana,
- Cassandra,
- M3db and its additional services.

Therefore, it is recommended that Customer takes all appropriate measures to manager its exposure and security (such as open ports restrictions, data encryption, etc.).

AIVEN OY also acts as sub-processor as detailed in Article 5.5 (Sub-Processors) below.

ARTICLE 3: DURATION OF SERVICES AND FINANCIAL CONDITIONS

The Service is billed on a Pay-As-You-Go basis, under the conditions listed.
There is no minimum usage duration, however, once an hour begins (i.e. a clock hour) it is billed and payable in full.

ARTICLE 4: SERVICE LEVEL AGREEMENTS

4.1 Description

OVHcloud will make commercially reasonable efforts to maintain the following monthly Service availability levels:

Solution	Service Level Agreements (SLA)
Essential	No commitment
Business	Monthly availability rate: 99.90%
Enterprise	Monthly availability rate: 99.95%

*"**Monthly availability rate"** should be understood as: 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.*

*"**Unavailability**" refers to the loss of access to all of the Service Instances for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud thanks to the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The downtime is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform the aforementioned technical monitoring operations to check the availability of the Services due to certain configurations operated by the Customer on their Instances, the availability commitments set out above will not apply.*

In the event of non-compliance with these service level agreements (SLAs), the following lump sum compensation will be applied:

Enterprise offer

Monthly availability rate	Service credit (percentage)
Less than 99.95% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the affected Service
Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the affected Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the affected Service

Business offer

Monthly availability rate	Service credit (percentage)
Less than 99.9% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the affected Service
Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the affected Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the affected Service

Within a Service availability level, the Service credit shall be calculated according to the applicable above threshold, without any cumulation between them.

In any event, Service credits are capped at 30% (thirty percent) of the monthly cost of the affected Service.

The other services used by the Service (particularly in terms of connections to other services) are subject to the service level agreements set out in their applicable Special Terms and Conditions.

4.2 Receiving credit

The credits are added directly to the Customer's OVHcloud account upon their request. The Customer's compensation request must be submitted by the Customer via their Management Interface, and the request must be sent, at the very latest, during the calendar month following the month that the unavailability was

detected by OVHcloud. If the Customer does not submit a request within this period, they will no longer receive the compensation due.

Customer must use the credit as part of a Public Cloud Service within a month after their OVHcloud Account is credited. If it is not used within this time, the credit is lost and cannot be used. The credit cannot under any circumstances be refunded to the Customer as cash. Customer is informed that in order to receive the credit, they must have paid all bills already due for the Services.

It is expressly agreed that, the aforementioned credits represent a lump sum compensation for any damage resulting from OVHcloud's non-compliance with the relevant service level agreements. As a result, the Customer renounces the right to submit any other request, demand and/or action.

If an incident results in OVHcloud failing to comply with several commitments in the Service Level Agreement, the credits cannot be cumulated; Customer will be granted the most favourable credit.

4.3 Exclusions

The Customer may, not under any circumstances, claim the aforementioned credit under this article in the event of the unavailability of a Cluster resulting in whole or in part from: (i) events or factors beyond the control of OVHcloud, such as but not limited to cases of force majeure, third-party acts, problems connecting to the Internet network, malfunction of the Internet network, malfunction or misuse of hardware or software under the Customer's control (particularly the use of resources such as the Cluster storage); (ii) the Customer's breach of their obligations under the General Terms and Conditions and/or these Special Conditions (in particular, failure to cooperate in resolving the incident); (iii) misuse or inappropriate use of the Services by the Customer (in particular, misuse of the Instances or the Management Interface, etc.); (iv) scheduled maintenance; (v) an interruption under the conditions set out in this document; or (vi) hacking or piracy.

The causes of Cluster unavailability, particularly the detection of the excluded cases defined above, are determined by OVHcloud by any means. This is mainly done using elements from OVHcloud's information system (e.g. connection data), which can be sent to the Customer on request.

Article 5: PERSONAL DATA PROCESSING

This article describes the conditions for the personal data processing carried out by OVHcloud as processors upon instruction from the Customer, as part of the Database-as-a-Service service performed. It supplements the "Processing of personal data" Appendix, which remains fully applicable to the Service.

As a data controller, OVHcloud also processes personal data relating to the use of the Service, in particular connection data and user IDs, access and usage logs, service usage and consumption histories, and technical data relating to the configuration and performance of services. The conditions for this processing are set out

in Part 2 of the "Processing of personal data" Appendix, as mentioned, as well as in OVHcloud's personal data usage policy.

5.1 Data

As part of the execution of the Service, OVHcloud processes the following data as a processor (hereinafter referred to as "Customer Data"):
- data hosted and used by the Customer as part of the Database-as-a-Service Service ("Project data");
- logs generated by the service ("Application logs");
- logs for accessing and using the customer's Service(s) ("logs systems").
The Customer is responsible for the content of the Application logs that they generate as part of the Service.

5.2 Processes and purposes

OVHcloud's processing of the Customer Data includes storing, recording, retaining, organising, accessing and deleting the aforementioned data. These processes are carried out only when necessary for the purposes of performing the Service (maintenance, administration and support).

5.3 Location

The locations of the different components of the solution are specified on the OVHcloud website, and in the Customer's Management Interface.
Certain data processing operations may be carried out remotely, under the conditions set out in Article 5.5 "Sub-processors" below, as well as in the "Processing of personal data" Appendix.

5.4 Data conservation

5.4.1 Project data

The Project Data as defined above is managed by the Customer who remains solely responsible for its collection, backup, retention, and deletion for the duration of the Service. At the end of the Service, the Customer Data is deleted by OVHcloud under the conditions set out in point 6. below.

5.4.2 Logs

- Application logs: The Client is responsible for managing the retention period of the Application Logs. Subject to the deletion operations carried out by the Client, the Application Logs are retained for the entire duration of the Service, depending on the maximum storage capacity specified in the documentation available on the OVHcloud website.
- Access logs (or logs systems): These are kept for 12 months.

5.4.3 Backups

The Service includes an automatic weekly backup of the Customer's Data. The backup is retained for a period that may vary depending on the deletion cycle, from 2 (two) days, up to a maximum duration defined by the Customer according to the options selected for the Service. The location of the backups is indicated on the Customer's Management Interface for the Service. These backups do not constitute a guarantee against data loss. In order to ensure business continuity, it is recommended that the Customer performs backups of their Data at one or more remote sites, depending on the criticality of their data.

5.5 Sub-processors

In addition to the OVHcloud Subsidiaries listed in the "Sub-processors" Appendix, the company AIVEN OY is involved in the administration and maintenance of this solution and the support provided to OVHcloud, in the context of the Aiven Engines.

In this context, AIVEN OY may need to process the Customer's data (in particular the data contained in the Service, logs and usage metrics, etc.). As such, AIVEN OY acts as a sub-processor to OVHcloud. The aforementioned data processing is carried out by AIVEN OY remotely from the European Union and from countries that have received a European Commission adequacy decision (Canada, Israel, Argentina, New Zealand and Japan).

5.6 Service closure: Data recovery and deletion

At the end of the Service, whatever the cause (deletion, termination, non-renewal, etc.), the aforementioned Customer Data becomes immediately inaccessible following deletion of the encryption key. Depending on the removal cycle the encrypted data may remain available for a minimum of 2 (two) days to a maximum of 1 (one) month. However, this retention period does not guarantee against data loss. Before the Service ends, it is the Customer's responsibility to retrieve all of the Customer Data that they wish to keep.
Information on how to retrieve this data is available on OVH website.