SPECIFIC CONDITIONS FOR NUTANIX® ON OVHCLOUD - "BYOL" OFFER

Version dated 31 January 2025

New additions:
This updated version aims to:
- clarify the terms and improve the readability of the document,
- clarify the service levels applicable to this offer,
- clarify the applicable exceptions when it comes to the implementation of certain provisions of the Third-Party Product Conditions,
- update the Dedicated Servers and Load Balancer Specific Conditions applicable to the Service.

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

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DEFINITIONS

Terms beginning with a capital letter are defined in these Specific Conditions or, failing that, in the General Terms of Service (GTS).

"Third-Party Virtualisation Interface": the interface accessible by the Client via their Control Panel and designed by the editor of the Third-Party Product, allowing the Client to administer the Third-Party Products.

"Third-Party Product": the product(s) developed and owned by third parties that are compatible with the Service, a list of which is available on the Website.

"Dedicated servers": Nutanix®-qualified servers provided to the Client by OVHcloud as part of the Service, as identified on the Website. These Dedicated Servers are not available as part of the Baremetal 3 Availability Zones solution.

"Service": as defined in Article 1 of this document.

1. WHAT IS IT ABOUT?

Purpose. The purpose of these Specific Conditions (SCs) is to define the conditions applicable to the Nutanix® on OVHcloud – "BYOL" service made available to the Client by OVHcloud (hereinafter referred to as the "Service").

Contractual framework. They supplement the GTS in force, which are also applicable to the Service. They also include the Dedicated Servers and the Load Balancer SCs, which are included in as annexes. In the event of a contradiction between the body of the SCs and the annexes, the body of the SCs shall prevail.

2. WHAT IS THE NUTANIX ON OVHCLOUD "BYOL" SERVICE?

OVHcloud provides the Client with Nutanix®-qualified Dedicated Servers under a "reasonable endeavours" obligation. Prices, features, basic hardware and software configurations are described and accessible online on the Website.

The Client has also the use by default of a public bandwidth whose capacity varies depending on the offer, as specified on the Website.

This Service is made up of a cluster containing several Nutanix®-qualified Dedicated Servers with a pre-installed "Previews" version (which includes a trial version) of the Third-Party Products developed by Nutanix® as well as a Load Balancer, along with additional options, if applicable.

When placing their Order, the Client selects their chosen type of cluster, which determines the features available as part of the Service, in particular the number of Dedicated Server(s) provided, hardware configuration options, replication options, and so on. The description of the cluster and details of its specifications are available on the Website. It is the Client's responsibility to determine precisely which offer best meets their needs, since this cannot be subsequently modified during the performance of the contract.

The Service allows the Client to use their licence(s) for Third-Party Products subscribed to directly or indirectly from the software editor, on Nutanix®-qualified Dedicated Servers offered by OVHcloud. The list of Third-Party Products compatible with the Service is available on the Website.

3. WHAT ARE THE TERMS OF USE FOR THE SERVICE?

3.1 Requirements

The Service requires a subscription to OVHcloud Business or Enterprise support for the duration of the Service.

The Client is solely responsible for verifying that the conditions of use of their Third-Party Product licence are compatible with the Service.

3.2 Features

The Service is managed by the Client via their Control Panel.

Login details which allow to connect for the first time to the Third Party Virtualization Interface are provided to the Client via an email sent to the contact details listed on their Control Panel. The password linked to these login details is available for seven (7) days starting from the date on which the email is sent. The Client is invited to change this password when it logs in for the first time to the Third Party Virtualization Interface.

The Service allows the Client to create and manage their resources in accordance with the capacities corresponding to the type of Third-Party Product licence that the Client has subscribed to from the editor and uses as part of the Service. As such, the Client is responsible for ensuring that their Third-Party Product licence type matches the Service purchased from OVHcloud.

The Service may have limitations (e.g. number of Dedicated Servers that can be used in a cluster, number of virtual machines, bandwidth, etc.). These limitations are set out in the documentation and/or specifications available on the Website.

3.3 Use of the Service

3.1.1. Administrator rights

The Client is the sole administrator of the Service. As such, the Client manages the resources that they allocate to their cluster as part of the Service (dividing into virtual machines, resources, etc.) and carries out the network configuration.

The Client is solely responsible for carrying out changes, version upgrades and updates to the operating systems and applications provided as part of the Service (e.g.: updates, security patches, etc.). The Client is solely responsible for activating and, where applicable, renewing their licence, as well as any changes, version upgrades and updates relating to the Third-Party Product(s) in accordance with the terms of their licence and the terms of support they have subscribed to from the editor.

OVHcloud is responsible for maintaining the following in operational condition:

a) Dedicated Servers (maintenance, SLAs, etc.) under the conditions set out in the Dedicated Servers SC attached in Annex 1, and
b) the Load Balancer, under the conditions set out in the Load Balancer SC attached in Annex 2.

3.1.2. Backups

OVHcloud does not carry out any backups as part of the Service, and does not offer business continuity or disaster recovery plans as part of the Service.

The Client is solely responsible for organising their backups, as well as for setting up any business continuity or disaster recovery plans in accordance with the conditions set out in the GTS.

3.4 Third-Party Products

The Service includes a trial licence corresponding to the "Previews" version of the Third-Party Product developed by Nutanix®. The Client is permitted to use the Third-Party Product only as part of the Service in accordance with the provisions of the Third-Party Product Conditions below.

The Client is solely responsible for their subscription with the editor of their choice of licence, its activation via their Third-Party Virtualisation Interface, and its renewal. The Client is also solely responsible for verifying that the conditions of use of their Third-Party Product licence are compatible with the Service.

OVHcloud does not participate in the creation and development of the Third-Party Product made available to the Client as part of the Service. Therefore, OVHcloud is not responsible for the Third-Party Product, which may include, but is not limited to, technical errors, vulnerabilities or incompatibilities.

Prior to using the Service, the Client agrees to read and comply with the Third-Party Product Conditions for the duration of the Previews license, available here: https://www.nutanix.com/legal/eula

Acceptance of these SC and/or use of the Service constitutes the Client's acceptance of the above Third-Party Product Conditions for the Previews licence.

Once the Client has activated their own licence for the Third-Party Product(s), the Client agrees to respect the licence conditions that they have agreed to with the editor, until the end of the licence term.

In the event of non-compliance with the Third-Party Product Conditions applicable to the Previews licence or the licence conditions from the editor agreed to by the Client, the Client shall indemnify and hold OVHcloud harmless in the event of any request, claim, and/or action by a third party in this regard.

3.5 SERVICE LEVEL AGREEMENTS (SLAs)

As part of the Service, OVHcloud agrees to:

(i) Ensure the Service levels related to the availability of the Dedicated Server(s) and the response and resolution times, as described in Article 5 of the "Dedicated Servers" Specific Conditions in Annex 1 of this document. As the technical architecture of the Service is incompatible with the activation of the OVHcloud Link Aggregation (OLA) feature, the guaranteed availability on Dedicated Servers is 99.95%;
(ii) Ensure the Service levels related to the Load Balancer dispatcher, under the conditions set out in Article 5 of the "Load Balancer" SC in Annex 2 of this document.

Please note that the Service levels for Dedicated Servers apply to each individual Dedicated Server within the cluster, and not to the cluster as a whole.

For informational purposes, the applicable Service levels are summarised below:

Component	Service Levels
Dedicated Server	Availability rate: 99.95% Guaranteed response time, Incident Level 1 (hardware): 1 hour Guaranteed resolution time, Incident Level 1 (hardware): 1 hour Guaranteed response time, Incident Level 2 (performance): 1 hour
Load Balancer	Availability: 99.9% Guaranteed resolution time: 30 mins

Apart from the Service levels referred to above, OVHcloud is only subject to a "reasonable endeavours" obligation.

In the event of non-compliance with the Service levels defined above, OVHcloud will apply the credits or penalties defined, as applicable, in the SCs set out in the annex.

4. PRICING, DURATION, BILLING AND PAYMENT

Price. The price varies depending on the type of cluster, additional options (examples, configuration, number of nodes, etc.) and the lease period (the "Initial Duration") selected by the Client when placing the Order. Only the price indicated on the purchase order issued by OVHcloud reflects the total amount to be paid by the Client.

Billing. OVHcloud issues the Service invoice at the time the Order is placed, as well as each time the Service is renewed.

The Service is invoiced and the payment is due by the Client regardless of whether the Client has purchased a licence for Third-Party Products from the editor, whether it was activated, or if it has expired.

Duration: The Initial Duration begins on the day that the Service is made available. At the end of the Initial Duration, the lease period automatically renews in successive periods of the same duration (the "Renewal Period(s)") in accordance with the conditions set out below or with the GTS in force.

The duration, renewal and termination conditions of certain options or features that may be associated with the Service (such as those of the Support Service or Load Balancer Service) may differ from those applicable to the Service. It is the Client's responsibility to be aware of these.

The Client should note that the Initial Duration subscribed to by the Client, or any Renewal Period, is independent of the duration of the licence subscribed to by the Client with the editor. Consequently, the Client is not authorized to early terminate the Service because of the expiration of their Third Party Product license.

5. SUPPORT

Depending on the offer subscribed to by the Client, the Service is subject to OVHcloud Business Support or Enterprise Support, the conditions of which are set out in the applicable Specific Conditions of Support.

The Client is reminded that as part of the Service, OVHcloud will not respond to any request or question from the Client relating to Third-Party Products. The Client must send such requests or questions directly to the Third-Party Product's editor as part of their separate contractual relationship.

Annex 1: Specific Conditions for Dedicated Server

Annex 2: Load Balancer Specific Conditions

ANNEX 1

SPECIFIC CONDITIONS FOR DEDICATED SERVERS

Version: June 3, 2024

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

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

What is it about?

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

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

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

2. WHAT ARE DEDICATED SERVER SERVICES?

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

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

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

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

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

2.4.2. General Functionalities and Features. The Baremetal - 3 Availability Zones Service is an Infrastructure as a Service (IaaS) solution which allows the Client to create a Dedicated Server in his Control Panel and select the desired Availability Zone.

By offering homogeneous quantity of machines ordered among Availability Zones, OVHcloud allows Clients to deploy servers in 3 AZs from a single order. Thus, it makes it easier to manage and monitor servers across different zones, as well as to distribute workloads across zones for better redundancy and scalability.
The Client can use also other resources set up in the Region with Availability Zones. This could apply in example for Additional IPs, Shared Storages, Private networks etc.

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

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

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

2.4.6. Distribution Mechanism. OVHcloud defines the calculation rules according to which the total number of servers ordered by the Client is distributed among the datacenters defined as Availability Zones within a Region ('**Distribution Mechanism'**).
The Distribution Mechanism ensures that Clients have autonomy over the design of their infrastructure while maintaining responsibility for it. When a Client orders at least a Cluster of 3 servers, they will be homogeneously distributed among at least the three Availability Zones within the Region to ensure resiliency and autonomy in infrastructure design.
For example, if a Client orders a Cluster, the Distribution Mechanism will deliver at least three servers, with one server in each of the three different Availability Zones within the Region. This mechanism may be subject to change by OVHcloud for new orders, and the current Distribution Mechanism can be viewed on the OVHcloud website.

2.4.7. Client's responsibilities

Architecture of the Infrastructure of the Client

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

Additional elements

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

Business Continuity

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

Backups

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

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

3.1. Delivery. OVHcloud informs the Client by e-mail of the provision of its Dedicated Server. The Dedicated Server is provided within a maximum period of fifteen (15) working days from the date of effective payment of the order by the Client. Beyond this time period, in the event where the Dedicated Server is not provided by OVHcloud, the Client is entitled to request cancellation of the transaction and a refund of the amounts already paid.

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

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

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

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

4. INSTALLATION OF OPERATING AND DISTRIBUTION SYSTEMS BY THE CLIENT

4.1. No default distribution installed. The Dedicated Servers provided to the Client by OVHcloud do not have any pre-installed distribution (or operating system). It is the Client's responsibility to obtain the rights necessary to install and use the distribution selected on their Dedicated Server, either from a publisher, any authorised third party or through OVHcloud. The Client also agrees to pay the related fees. OVHcloud therefore offers the Client several distribution choices on its Website. Distributions are

Third-Party Products for the Dedicated Server Services. Third-Party Products are subject to the Third-Party Product Terms and Conditions, which may change at any time, and include the conditions set out below[1].

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

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

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

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

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

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

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

Dedicated Server Services	**Service Credits**
Dedicated Server monthly availability rate: - HG Range: 99.99% - SCALE Range: 99.99%*** - HIGHGRADE Range: 99.99%*** - INFRASTRUCTURE/ADVANCE Range: 99.95% - RISE Range: 99.9%	Credit of 5% of the monthly cost of the unavailable Dedicated Servers, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.

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

- SO YOU START Range: 99.9% - KIMSUFI Range: 99.9%	
Guaranteed one (1)-hour **response** time*, Incident level 1	Credit of 5% of the monthly cost of the unavailable Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.
Guaranteed one (1)-hour **resolution** time**, Incident level 1	Credit of 5% of the monthly cost of the unavailable Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.
Guaranteed one (1)-hour **response** time*, Incident level 2	Credit of 5% of the monthly cost of the affected Dedicated Server, for every thirty (30) minutes of unavailability begun in excess of the SLA, limited to 50% of the said monthly cost.

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

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

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

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

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

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

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

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

6. FINANCIAL CONDITIONS

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

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

7. DURATION

7.1. Duration of Dedicated Server Services. The Initial Duration begins on the day that the Dedicated Server is made available. At the end of the Initial Duration, the duration for which the Dedicated Server is made available to the Client automatically renews in accordance with the terms set out in the GTS. The Baremetal - 3 Availability Zones Service is terminated per Cluster, meaning a single server ordered within a Cluster cannot be terminated without terminating the Cluster. The clauses of the General Terms and Conditions detailing the termination process remain applicable.

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

8. BAREMETAL – 3 AVAILABILITY ZONES – TABLE OF RESPONSIBILITES

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

ANNEX 2

SPECIFIC CONDITIONS FOR LOAD BALANCER

Version: July 25, 2024

Changes:
This updated version aims to:

a) Clarify the terms and improve the reading of the document, in particular by deleting provisions already taken into account by the current GTC;
b) In article 6.1 of this version (article 6.2 of the previous version), delete the mention of the option to deactivate the automatic payment feature as a way of cancelling the Load Balancer Service (as defined below), and add the option to terminate it via its own button in the Control Panel.

History:
If you would like to view the previous version of this document, click here.

WHAT IS IT ABOUT?

Purpose. These terms and conditions and its annexes set out the terms of use and financial conditions applicable to the OVHcloud Load Balancer Service (hereinafter referred to as the "**Load Balancer Service**").

Contractual framework. These terms supplement the current GTC, which are also applicable to the Load Balancer Service.

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1. DEFINITIONS

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

"**Initial Duration**": the duration of the subscription to the Load Balancer Service selected by the Client during the Order.

"**Renewal Period(s)**": successive period(s) with the same duration as the Initial Duration and which constitute(s) the duration of the Load Balancer Service after its automatic renewal.

"**Load Balancer**": a load balancer made available to the Client by OVHcloud as part of the Load Balancer Service.

2. WHAT IS THE LOAD BALANCER SERVICE?

2.1. What is the Load Balancer Service. By providing the Load Balancer Service, OVHcloud provides the Client with a Load Balancer that allows them to distribute a workload by distributing packets of the Client's traffic across several of their Services, in order to benefit from better performance, optimised response times, and a higher tolerance to faults and unavailability.

Throughout the duration of the subscription, OVHcloud also provides the Client with a Control Panel and an application programming interface (API) that allows them to manage the Load Balancer Service, adjust the settings, and configure their Load Balancer.

Before selecting and using their Load Balancer, the Client agrees to carefully study each available offer in order to select the one with characteristics that correspond to their needs, particularly with regard to the shared or dedicated nature of the infrastructure on which the Client's Load Balancer is based.

2.2. Location. The Datacenters available for the Load Balancer Service are listed on the Website and/or in the Control Panel, or upon Ordering.

When several locations are available, the Client can select the location(s) of their choice when Ordering.

In the case of geolocated IP addresses, the Client agrees to not use the Load Balancer Service in contravention of the applicable legislation in the country in which the IP address is declared. In the event of a contravention, OVHcloud may be forced to suspend any geolocated address associated with the Client.

3. WHAT ARE THE TERMS AND CONDITIONS OF USE?

3.1. Requirements. To use the Load Balancer Service, the Client must have other services with an IP address that are compatible with their Load Balancer, such as Dedicated Servers, Public Cloud instances, Virtual Private Servers (VPS) or Private Cloud infrastructures.

When a Service is protected by a firewall, it is the Client's responsibility to disable the firewall so that they can connect their Load Balancer to the respective Service, and thus ensure that the Load Balancer operates correctly.

3.2. Usage restrictions. For the preservation of the Infrastructure, OVHcloud reserves the right to filter or limit access to certain ports deemed to be sensitive. Likewise, the Client acknowledges that limitations on UDP/ICMP flows are in place.

3.3. APIs, tools and software. The APIs, tools and software provided by OVHcloud as part of the Load Balancer Service must be used in compliance with the applicable terms 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.

3.4. Configuration and maintenance. The Client is solely responsible for the administration, configuration and use of the Load Balancer. OVHcloud does not accept any responsibility in the event of the Load Balancer Service malfunctioning due to the Client incorrectly configurating their Load Balancer.

OVHcloud is responsible for the administration and operational maintenance of the Infrastructure on which the Client's Load Balancer is based, and as such, reserves the right to upgrade the Load Balancer Service in order to preserve its security or maintain it in good working order. OVHcloud may therefore need to carry out maintenance, version upgrades or update operations. OVHcloud will notify the Client of any planned maintenance via the interface provided for this purpose.

OVHcloud undertakes no obligation to carry out any backup of the Client's Load Balancer configuration. It is the sole responsibility of the Client to carry out any operations necessary to preserve their configuration, taking into account the level of criticality of the Load Balancer Service to the

Client's activity and their risk analysis, particularly in the event of a shutdown or maintenance, version upgrades or update operations to the Load Balancer Service.

OVHcloud reminds the Client that any feature of the Load Balancer Service that allows them to revert to a previous configuration does not in any case constitute a method of permanently backing up the Client's configuration.

4. WHAT ARE THE SERVICE LEVEL AGREEMENTS (SLA) AND SERVICE CREDITS?

4.1. SLA. OVHcloud agrees to ensure the SLA relating to the Load Balancer's availability and recovery time, as described below.

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

Load Balancer Service	**Credits**
Load Balancer monthly availability rate: - Pack 1: 99.5% - Pack 2 and Dedicated: 99.9%	Credit amounting to 5% of the monthly cost of the unavailable Load Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 100% of the monthly cost.
Guaranteed recovery time:* - Pack 2 and Dedicated: 30 minutes	Credit amounting to 5% of the monthly cost of the Unavailable Load Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 100% of the monthly cost.

(*) The recovery time is calculated from the point at which OVHcloud becomes aware that the Load Balancer Service is unable to load balance effectively. "Recovery" refers only to the restoration of the effectiveness of the affected Load Balancer.

"Monthly availability rate" shall 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. To calculate Credits, the Unavailability is calculated from the moment the incident ticket is opened, until the fault is resolved.

"**Unavailability"** refers to the inability of the Load Balancer service to perform its primary load balancing function, and to be able to join and configure the Load Balancer Service via the internet. Please note that any problem or malfunction resulting from incorrect configuration of the Load Balancer Service by the Client shall not be considered as an Unavailability. Other outages and malfunctions of OVHcloud hardware that do not fall within the above definition are not considered an Unavailability.

The Credits must be used as part of the Load Balancer Service, and must be used within one calendar month of their allocation by OVHcloud. If they are not used within this period, the Credits are lost and can no longer be used.

5. FINANCIAL CONDITIONS

5.1. Prices and billing. The price will vary depending on the Load Balancer Service range and Initial Duration. Only the price indicated on the purchase order issued by OVHcloud reflects the total amount to be paid by the Client.

Any Load Balancer is billed to the Client under the conditions of this article, including if it is not used.

5.1.1. Fixed monthly rate

The fixed monthly rate allows the Client to use a Load Balancer throughout the period during which the Load Balancer is created, for a given quantity of resources, depending on the characteristics of the Load Balancer Service retained by the Client.

If the Load Balancer is created partway through the month, the fixed monthly rate referred to above is billed on a pro rata basis for the month in which the Load Balancer was created, based on the number of hours remaining from the creation of the Load Balancer until the end of the current month (the Load Balancer creation time is counted as a full hour).

The fixed monthly rate (whether full or pro rata under the conditions set out above) is payable in full by the Client, including if the Load Balancer concerned is deleted before the end of the calendar month in question. Any Load Balancer billed at the fixed monthly rate that is not deleted continues to be billed from one month to the other at the fixed monthly rate applicable under the aforementioned conditions.

Any additional resources consumed in addition to those made available as part of the package, including traffic, will result in additional billing in arrears based on the volume and applicable prices (available on the Website). The additional options are billed in accordance with the terms and conditions described in the relevant specific conditions.

A bill is issued during Ordering, as well as when the Load Balancer Service is renewed, and is paid automatically using the payment method registered by the Client. The Client agrees to register a valid payment method from the methods available.

6. DURATION

6.1. Duration of the Load Balancer Service. The Initial Duration begins on the day that the Load Balancer is made available. At the end of the Initial Duration, the subscription duration automatically renews for Renewal Periods, unless the Load Balancer Service is terminated in accordance with the conditions set out below or in accordance with the GTC in force.

When the Initial Duration does not begin on the first day of the calendar month (and instead begins partway through the month), the renewal cycle of the Load Balancer Service's is realigned to a calendar cycle during the first renewal so that the following Renewal Periods begin on the 1st of the calendar month. (For example: for a Service initially subscribed to for one (1) year on 24 May 2017, the automatic renewal at the end of its Initial Duration results in the Load Balancer Service being extended from 24 May 2018 up to 31 May 2019.)

Notwithstanding the GTC, the Client may not disable the auto-renew option. However, the Client may cancel the Load Balancer Service using the button to this effect, available in the OVHcloud Control Panel. In this case, the Load Balancer Service will terminate at the end of the Initial Duration, or the renewed duration, if applicable, and all of the configurations made on the Load Balancer by the Client will be deleted. It is the Client's responsibility to take all the necessary measures to ensure that their content and configurations are preserved before the Load Balancer Service is terminated.

6.2. Duration of options. The duration of certain options or functions that may be associated with the Load Balancer Service, as well as their renewal and termination conditions, may differ from those applicable to the Load Balancer Service. It is the Client's responsibility to be aware of these terms before agreeing to them. Information on the durations of the options is available on the Website and in the specific conditions applicable to them.