



## **SPECIAL CONDITIONS FOR WINDOWS® PRIVATE CLOUD ®**

*Version dated 01/07/2011*

### **ARTICLE 1: PURPOSE**

This annex is in addition to the special conditions of the Private Cloud ® and is intended to define the technical and financial conditions in which OVH is committed, to enable the Customer to access the Microsoft Windows® licenses on its Virtual Machines of its Private Cloud®.

### **ARTICLE 2: SERVICE DESCRIPTION**

OVH provides its Customers with pre-configured Virtual Machine templates with Microsoft Windows® operating system licenses in the Customer's Virtualisation Interface.

The Customer acknowledges that this software is a third-party software and has not been developed by OVH. OVH can only be held responsible for the availability of such templates for the Customer's VM.

### **ARTICLE 3: CONDITIONS FOR SUBSCRIBING TO THE SERVICE**

The Customer has virtual machine templates and through its management interface, can opt for the Microsoft Windows® operating system licenses when ordering the Service or at a later time.

Prior to the installation of virtual machine templates on its Private Cloud ®, the Customer must read and accept the license associated with the software.

The Customer installs and manages its virtual machines with the Microsoft Windows® license on its host servers through its Virtualisation Interface.

When certain virtualisation options are enabled, the Virtual Machines with the Microsoft Windows® licenses may migrate to a new host server.

The Customer can configure its Virtualisation Interface in order to prevent this migration. The number of virtual machines is not limited, however, OVH reminds the Customer to always ensure the proper operation of its Virtual Machines and the resource availability of its host servers.

### **ARTICLE 4: BILLING**

Rates for the use of the Microsoft Windows® licenses are available at <http://www.ovh.ie>. They are displayed excluding VAT and are based on models of host servers selected by the Customer.

The customer is billed monthly on the last day of the month for each host server on which at least one virtual machine with a Microsoft Windows® license was started during this period.

The cost applicable for each host server is fixed and does not vary depending on the number of Virtual Machines enabled on the Customer's host server.

The Customer acknowledges that any migration of Virtual Machines with Microsoft Windows® licenses to a new host server will incur de facto billing for the second host server in accordance with the provisions set out above.