OVHcloud

SPECIFIC CONDITIONS FOR PUBLIC CLOUD SERVICES

Version of June 3, 2024

Changes:
This updated version aims to clarify, simplify terms and improve the readability of the document.

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

CONTENTS

1. WHAT IS IT ABOUT?

These SC and its appendices set out the terms of use and financial conditions applicable to the Services in the OVHcloud Public Cloud universe (hereinafter referred to as the "**Public Cloud Service(s)**").

These SC supplement the GTS in force, which are also applicable to the Services.

2. DEFINITIONS

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

"**Host Server**": Physical server with a memory and processor load. Configured and managed by OVHcloud, it is designed to host one or more virtual machines or Instances administered by the Client.

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

"**Instance**": A digital server created on our Public Cloud Infrastructure that allows the development and/or use of application solutions. The Instance, created using cloud technologies, is composed of a Storage Space and part of a Host Server's processor and RAM resources.

"**Resource(s)**": A set of elements that form the Public Cloud Services, such as Instances, Block Storage, Object Storage, clusters, data analytics platforms, computing units, vRack, etc., the configurations and features of which are described and accessible on the Website. The Resources belong exclusively to OVHcloud and are made available to the Client as part of the Public Cloud Services to which they subscribe.

"**Storage Space**": Disk space attached to an Instance. Depending on the characteristics of the Instance, this disk space can be either a "local" storage space or a "remote" storage space. The "local" storage space is directly linked to the Instance. The data is deleted, and the disk is reinstalled as it was originally when the Instance is deleted or reinstalled. In the "remote" storage space, data is stored regardless of the Instance's backup status. The "remote" storage space is deleted when the Instance is deleted or reinstalled.

3.   WHAT DO THE SERVICES CONSIST OF?

Public Cloud Services consist of OVHcloud providing the Client with the Resources the Client has subscribed.

Instances have a local or remote Storage Space, all or part of the resources of a Host Server (RAM and processor), and a fixed IP address geolocated, if available, in accordance with the physical location of the Instance.

The Resources allocated, as well as the maximum data throughput on the bandwidth and Storage Space characteristics (replication/distribution/location), will vary according to the configuration and the Instance type. The quantities of RAM and processor resources allocated to the Client are either dedicated to the Client or shared by the Client with other users with one or more Instance(s) installed on the same Host Server. In the case of shared resources, performance cannot be guaranteed.

Depending on the type of Storage Space selected, different features and/or options (e.g. public container, transfer protocols) may be available. Some Storage Spaces do not have redundancy (e.g. archiving spaces).

The capacities of the Public Cloud Services may be limited (including bandwidth, additional volumes of an Instance, etc.). These limits are set out on the Website.

4.   HOW DO I ACTIVATE THEM?

Temporary access codes and generic keys are provided by OVHcloud when Public Cloud Services are made available. It is imperative that the Client changes the codes as soon as possible after receiving them, while respecting best practices in terms of secure and confidential authentication methods.

Once a Public Cloud Service is activated by OVHcloud, the Client may at any time manage their Resources (increasing or reducing the number of Instances and the volume of data stored within the Storage Spaces, changing the Instance(s), provisioning it in order to use a new configuration, etc). These changes take place asynchronously following the Client's request, made directly from their Control Panel or using the APIs provided by OVHcloud.

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

5.1 Prerequisite

The Client confirms that they have all the technical knowledge necessary to ensure that the Resources are administered correctly, and to ensure the continuity of the Content stored on the Public Cloud Services, particularly by performing backups and replicating the Content in remote locations external to OVHcloud.

The Client is aware of the documentation on the Public Cloud Services, particularly the documentation in the "Guides" section in the "Support" section of the Website.

To be able to order and use the Public Cloud Services, these must be associated with a Client's "OVHcloud Public Cloud Project".

5.2 General Information

Since some components of the Host Servers can be shared by several clients of OVHcloud, the Client agrees to not use the Public Cloud Service(s) in a way that is likely to be detrimental to other clients or harm the reputation of the IP address of the Host Servers.

The Client is solely responsible for their administration and use of the Resources. OVHcloud is responsible for administering the Infrastructure (hardware, network, Host Servers, disks, etc.) on which the Public Cloud Services are configured, but is not involved in the administration of these Resources.

OVHcloud performs the maintenance in an operational condition of the hardware and network Infrastructures on which this Service is based. OVHcloud also manages the updates of Components made available to the Client. For the rest, the Client is responsible for managing the Service, including the rights of use of the Service, and for the implementation of any required measures to ensure the continuity of their data and other Content.

Where the Client has a private OVHcloud network (vRack), OVHcloud reserves the right to suspend the Instance of the Client if the Client uses the private network link of this Instance at more than 75% of its capacity for more than 72 minutes in any 24-hour period.

For the preservation of its Infrastructure, OVHcloud reserves the right to filter certain ports deemed to be sensitive and to impose limitations on UDP/ICMP flows. OVHcloud reserves the right to limit or restrict certain Resource features in order to protect the security of its Infrastructure. The Client will be informed of the implementation of these blockages wherever possible.

For security reasons, certain features and protocols (such as IRC or P2P file sharing) are likely to be limited on the Public Cloud Services. Anonymization services (Proxy) and card sharing (CCCam or similar) are not permitted on the Public Cloud Services.

The operations of deleting and reinstalling Resources, as well as the termination of Services, result in the automatic and irreversible deletion of: (a) the operating systems and the applications installed on them; and (b) all Content reproduced, stored, hosted, collected, transmitted, distributed, published, and more generally used by the Client on the deleted or reinstalled Resources, including any potential backups.

The Client is solely responsible for any operations (such as backups, transfers, snapshots, etc.) that they deem necessary to carry out before deleting or reinstalling their Resources, in order to protect against the loss of Content.

! IMPORTANT!

- When a Resource is deleted, it may be emptied of any Content, recycled and immediately assigned by OVHcloud to another client.

- OVHcloud does not carry out any specific backups of the Content stored on the Resources. The data replication mechanisms implemented by OVHcloud as part of the Services do not under any circumstances constitute a safeguard for the Client against the loss or alteration of their Content. It is therefore the Client's responsibility to take all necessary measures to back up their Content in order to be able to restore it in the event of its loss or deterioration.

- The "**Snapshot**" feature allows to take "instant" copies of the status (processor and RAM) of an Instance at a given time. Some Instances are not eligible for this feature, as indicated on the Website. A Snapshot does not constitute a permanent backup of the Instance data. Therefore, a Snapshot cannot under any circumstances exempt the Client from making a backup of their data and Content. These point-in-time copies are of unlimited duration, and are stored on an Object Storage Resource located in the same geographical location as the Instance being copied. The Client may request the restoration of their Instance from any Snapshot. In this case, the Instance data is deleted and replaced with the data from the selected Snapshot.

The Public Cloud Services, and in particular the Cloud Computing technologies that allow the host server computing power and storage capacities to be operated via the Internet, do not include a guarantee of Service continuity, nor a guarantee of protection and preservation of the Client's Content. The Client remains solely responsible, particularly in the event of hosting Content and/or sensitive data and/or data needed to continue their or their Client's activities, for (i) backing up their data and other Content, (ii) setting up and managing a business continuity and/or disaster recovery plan, and more generally, (iii) any technical and organisational measures that enable the activity to continue in the event of a major malfunction of the Services likely to affect their business continuity and the availability and integrity of their Content.

5.3 Applications, tools and software

The applications, tools and software provided by OVHcloud as part of the Services (including the operating system that OVHcloud configures with the Client Instances, the pre-installed applications and the APIs made available), must be used in compliance with the Contract, including the Third-Party Products Conditions. The Client agrees to also use the latest available versions of the applications, tools and software provided by OVHcloud.

The Public Cloud Services can be used and interconnected with elements not provided by OVHcloud (software, systems, applications connected devices, etc.). The Client is responsible for acquiring all the rights necessary for their use, and for paying the corresponding fees directly from the third-party rights holders.

5.4 Maintenance operations, Service upgrades and updates

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Public Cloud 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 its configuration.

OVHcloud reserves the right to upgrade the operating systems and pre-installed applications, in particular by carrying out any updates and version upgrades.

Updates and upgrades of Third-Party Product versions made as part of the Public Cloud Services may have impacts on the Services in use and cause incompatibilities between certain Services.

In the event of the need to update and/or upgrade a version of an operating system or an application currently in use by the Client, this shall be carried out according to 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.

The Client may also carry out maintenance and update operations on the aforementioned operating systems and pre-installed applications. In this case, the Client assumes full responsibility. OVHcloud cannot be held liable in this regard, particularly for operations (maintenance, update, version upgrades, etc.) carried out that violate the applicable Conditions or Service and/or the licence conditions, or for the malfunction of Resources following such operations carried out by the Client.

Prior to any updates or version upgrades of operating systems and applications, the Client must take all necessary measures and backups to ensure the continuity of the Content and to ensure that the upgrade or new version is

compatible with the Services. OVHcloud invites you to consult the Website, and if more information is required, to contact Support.

To maintain the security level of Resources, Infrastructure and/or Services, OVHcloud may require that:

(i)   the Resource operating system and applications pre-installed by OVHcloud are updated when a security flaw has been identified;

(ii)   the Client reinstalls or removes Resources that present a security issue.

OVHcloud will notify the Client via email. This may result in the network connection of the Resource concerned being interrupted while the reinstallation or update is being carried out, or the connection being interrupted if it is not carried out within a certain period of time following OVHcloud's request.

The Client shall be solely responsible for carrying out the operations of backing up and transferring the Content and the data of the affected system to a new system before any reinstallation and/or deletion procedure.

5.5 Location

When Ordering a Public Cloud Service, the Client chooses the Datacentre region where their Instances will be located.

Each of the Datacentres housing the Instances that form the Public Cloud Project has a free monthly quantity of outgoing public traffic that can be consumed by these Instances. In most Datacentres, this quantity is unlimited, but if it is limited, any excess will result in additional billing. The list of Datacentres affected, the quantities of outgoing public traffic offered and the applicable prices are listed on the Website. The Client must in any event use the Services in a reasonable manner in accordance with the Contract.

The Client acknowledges and accepts that they are also subject to the applicable legislation for the country in which the Infrastructures are installed and in which their Content is stored. OVHcloud may suspend the Public Cloud Service if it is used for a prohibited activity in the Datacentre location where the Client has chosen to place it.

In the case of geolocated IP addresses, the Client agrees to ensure that they do not use the Public Cloud Service in violation of the applicable legislation in the country in which the IP address is declared. In the event of a violation, OVHcloud will be forced to suspend any geolocated address associated with the Client.

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

The applicable SLAs and Service Credits are detailed in the attached Appendices. They do not apply to elements that remain under the Client's control, such as the software or applications installed and used on their Instance. In the event of a change of Instance following an incident, it is the Client's responsibility to reinstall or restart their software and applications, and to restore the Content stored on them.

If OVHcloud determines that any Service is available and in good working order, no Service Credit will be due. However, OVHcloud will help to identify the origin of the issues, at the Client's request.

If OVHcloud identifies an Unavailability, OVHcloud completes the diagnostic and works in collaboration with the Client to reestablish the availability.

The Client must use the Service Credits as part of a Public Cloud Service within the calendar month after their OVHcloud Account has been credited. 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.

If the same incident results in OVHcloud failing to comply with several commitments in the SLA, the Service Credits cannot be accumulated. Therefore, the Service Credits that are the most favourable to the Client will apply.

It is expressly agreed that the Service Credits constitute a flat-rate compensation for any damage resulting from OVHcloud's non-compliance with the relevant SLAs. As a result, the Client waives all other requests, complaints and/or actions.

The Client may not under any circumstances avail themselves of this article, and claim the aforementioned Service Credits, in the event of Unavailability or lack of Resilience resulting in whole or in part from:
(i) events or factors outside of the control of OVHcloud, including 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 Client's control (particularly applications executed on Resources);
(ii) failure on the Client's part to fulfil the obligations listed as part of the Contract (including a lack of cooperation towards resolving the incident);
(iii) incorrect or inappropriate use of the Services by the Client (including incorrect use of the Instances or the Control Panel, etc.);
(iv) scheduled maintenance;
(v) an interruption occurring under the conditions set out in the GTS; or;
(vi) hacking.

In the scenarios listed above, and with the exception of point (iv), OVHcloud reserves the right to bill the Client for the intervention carried out to reestablish the availability. This will subject of a cost estimate sent to the Client for validation. The causes of the Incident, and the detection of the excluded cases listed above, can be determined by OVHcloud by any means, including on the basis of elements from its system information (e.g. connection data), which can be sent to the Client upon request.

7.   DURATION OF SERVICES

Once the subscription to the Service has been confirmed, the Client decides, according to their needs, to create and delete all or part of the Service(s) (particularly Instances and Storage Spaces) via their Control Panel.

There is no minimum duration for the Services. However, any hour or month (i.e. clock hour or calendar month) that has started, depending on the billing method used, is billed and payable in full under the conditions set out in article 8 below.

The Client's Resources remain available from one month to the next, except in the cases set out below.

When the Service ends, for whatever reason, as well as at the end of the retention period applicable to the Content, the Client's Resources are irreversibly deleted, along with all the associated elements (Snapshots, etc.) and the Content that may be stored on them. It is the Client's responsibility to back up or transfer this Content onto another system before the end of the Service, or before the retention period for their Content elapses.

OVHcloud reserves the right to delete the Public Cloud Service, and any associated Resources, in the event that no Resources have been billed for more than six (6) consecutive months, and if no cloud credit and/or voucher is available and valid for this Service in their Client Account. OVHcloud will notify the Client in advance of this deletion by email.

8.   PRICES, BILLING AND PAYMENT

Where several pricing exist, the applicable pricing is determined by the Client via their Client Account when the Resource in question is created.

Any Resource created and its associated elements are billed, including if they are not used. Resources and their associated elements are considered as created when the Client validates them in their Client Account or via the API. Once the Client has created a Resource, this Resource and its status will appear in the Client Account. The provision of the Resource terminates when the Resource and its associated elements are deleted. A Resource and its associated elements that have been disabled, but not deleted, will continue to be billed.

The price of the Resources depends on the pricing chosen by the Client, and the period during which the Resources and the associated elements are provided to the Client.

8.1. Fixed monthly rate

This allows a Resource (and any associated elements, where applicable) to be used throughout the calendar month in which the Resource is created. If the Resource is created in the course of a month, the fixed monthly rate is billed on a pro rata basis for the number of hours remaining from the creation of the Resource until the end of the current month (the Resource creation time is counted as a full hour).

The fixed monthly rate is billed at the beginning of the calendar month following the month when the Resource and its associated elements are created. It is payable in full by the Client, even if the Resource concerned is deleted before the end of the calendar month in question. Any elements (Resources and associated elements) billed at the fixed monthly rate that are not deleted continue to be billed from one month to the other at the applicable fixed monthly rate.

8.2. Pay as you go

The Client is billed according to the units of work effectively used (e.g. delivery time, retention time, Data volume, number of series, etc.). Each started unit of work shall be billed in full, even if it is not fully used or if it is created and/or deleted during the hourly period (rounded up).

The work units and their prices are detailed on the Website.

The Client is billed monthly in arrears at the beginning of the calendar month following the month of use, based on the usage recorded by OVHcloud.

OVHcloud reserves the right to bill the Client before the end of the current calendar month, if the Public Cloud Services consumed by the Client during the month reach a significant total amount.
The delivery time is established by OVHcloud based on the available data in its information system, which is accepted as proof and is fully binding on the Client.

8.3 Payments

Payments are made within three (3) days of the billing date.

List of appendices:

Appendix 1: Specific Conditions – OVHcloud **Compute** Service

Appendix 2: Specific Conditions – OVHcloud **Storage** Services

Appendix 3: Specific Conditions – OVHcloud **Network** Service

Appendix 4: Specific Conditions – OVHcloud **Database as a Service**

Appendix 5: Specific Conditions – OVHcloud **Containers** Service

Appendix 6: Specific Conditions – OVHcloud **Data Analytics** Service

Appendix 7: Specific Conditions – OVHcloud **AI Tools** Service

OVHcloud

1. SERVICE DESCRIPTION

The Compute Service is a virtual or physical server service comprising a set of resources made available to the Client. These resources include CPUs, memory, disks, Storage Space and network.

2. CONDITIONS OF USE

Use of this Service may include, at the Client's choice, certain software developed, owned or provided by third parties or their licensors. These Third-Party Products are subject to the Third-Party Products Conditions. The quantity of resources provided to the Client as part of OVHcloud Instances is directly linked to the model they choose from the options offered by OVHcloud.

3. FINANCIAL CONDITIONS

The Service is billed either on a pay-as-you-go basis or at a fixed monthly rate, depending on the Client's choice.

Any started hour (i.e. clock hour) is billed and due in full.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Compute: General Purpose Instances; Compute Optimized Instances; Memory Optimized Instances; GPU Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.99%	Less than 4 minutes	Not applicable
99.99% – 99.9%	4 to 44 minutes	10% of the monthly cost of the impacted Instance
99.9% – 99.8%	44 to 97 minutes	25% of the monthly cost of the impacted Instance
<99.8%	Over 97 minutes	50% of the monthly cost of the impacted Instance

Compute: IOPS Instances, Metal Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 97 minutes	10% of the monthly cost of the impacted Instance

99.8% – 99.5%	97 to 220 minutes	25% of the monthly cost of the impacted Instance
<99.5%	Over 220 minutes	50% of the monthly cost of the impacted Instance

Compute: Sandbox Instances, Discovery Instances		
Monthly Availability Rate	**Consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.95%	Less than 22 minutes	Not applicable
99.95% – 99.9%	22 to 44 minutes	10% of the monthly cost of the impacted Instance
99.9% – 99.8%	44 to 97 minutes	25% of the monthly cost of the impacted Instance
<99.8%	Over 97 minutes	50% of the monthly cost of the impacted Instance

"Monthly availability rate" means the total number of minutes in a given month deducted from the number of minutes of unavailability over this given month. The total is divided by the total number of minutes in the month and is expressed as a percentage.

"Unavailability" means the total number of minutes during which the Service has been unavailable for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The Unavailability is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.

"Resilience" means OVHcloud's ability to make the Content stored on the Client's Block Storage volumes available again to the Client, after a duly declared period of unavailability. This commitment is only applicable to the Block Storage Service. It does not under any circumstances constitute a guarantee against loss of the Client's Content. The Client remains responsible for backing up their Content and managing their business continuity, as set out in article 4.2 above.

APPENDIX 2: SPECIFIC CONDITIONS - STORAGE SERVICES

1. DESCRIPTION OF SERVICES

The Storage services ("**Storage**") consist of high-performance, scalable and secure Storage Spaces. These Storage Spaces are accessible via an application programming interface (API). The Services are managed, so the hardware maintenance and the software maintenance are performed by OVHcloud.

The Storage Services allow static files (e.g. videos, images, web files, etc.) to be moved through a public access point, called the endpoint, to an unlimited Storage Space, so that these files can be used from an application or made accessible on the web.

The Storage Services include the following offers:

- Block Storage:

With the Block Storage Service, the Client can expand the Instance's storage capacity. The Block Storage volume is attached to an Instance. The storage is carried out within a resilient architecture, using triple data replication or Erasure Coding. The Block Storage Service is based on Third-Party Products such as for instance Ceph and Eten. This offer is accessible via an Openstack API and an OVHcloud API.

- Standard – S3 API Object Storage:

The "Standard" storage class consists of a scalable object storage service, compatible with the vast majority of use cases, adapted to any volume type. Storage is based on HDDs within a resilient architecture in the same Datacenter. This offer is accessible via an S3 API.

- High Performance – S3 API Object Storage:

The "High Performance" storage class consists of a high-performance object storage service, for applications that have high bandwidth requirements and require extremely fast and intensive read and write access to data. The storage is based on high-performing NVMe SSDs within a resilient architecture, all within the same Datacenter. This offer is accessible via an S3 API.

- Cold Archive Object Storage:

The "Cold Archive" storage class consists of a long-term, durable, secure, object storage service for archiving data over several years. Adapted to suit this use case, it comes with a very low storage cost, a 48-hour latency for retrieving data (access time to the first bytes), and a cost per data recovery request. The storage is based on magnetic tapes in a highly resilient architecture, with data distributed across four Datacenters. This offer is accessible via an S3 API.

- Standard – SWIFT API Object Storage:

The "Standard (Swift)" storage class consists of an object storage service with no particular need for performance, within a resilient architecture with triple data replication within the same Datacenter. This offer is accessible via a Swift API and an S3 API (less compatibility with the new Object Storage S3 solutions).

- Cloud Archive – SWIFT API Object Storage:

The "Cloud Archive (Swift)" storage class is an object storage service with long-term data retention for business needs or other obligations. This offer is adapted to suit this use case, and offers low storage costs, and several-minute latency for retrieving data. The storage is based on capacitive disks (e.g. HDDs) within a resilient architecture in the same Datacenter. This offer is accessible via a Swift API.

The description of each offer is available on the Website.

Throughout the duration of the use of Object Storage Service, OVHcloud provides the Client with a Control Panel or programming interfaces that allow the Client to configure and administer the Service, including their Storage Space.

2. ORDER AND DELIVERY

The Client activates the Services directly online on the Website from the Control Panel or an application programming interface (API).

In the event of usage that may impact the stability of the Infrastructures or the performance of the Services provided to other OVHcloud clients (e.g. saturation of the available space within a Datacenter, saturation of shared bandwidth 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.

Where the Infrastructure capacity is not sufficient (i.e. lack of available disk space), OVHcloud reserves the right to temporarily limit the use of the Storage Service: the Client can access their Content, but the Client cannot store or archive any additional Content (the Service is only accessible in read-only mode).

3. CONDITIONS OF USE

Prerequisite

Prior to any use, the Client must inquire about the hardware requirements and the services and/or elements needed to use the Storage Service. Where applicable, these requirements are set out in the documentation listed on the Website.

The Client confirms to have the necessary technical knowledge to ensure the correct administration of the Service, in particular the Storage Space, and to ensure the continuity of the Content stored or archived as part of the Service, in particular by carrying out backup operations on separate physical media in a separate location to the Services.

Client's obligations and commitments

It is the Client's responsibility to make sure that the Storage Service and Storage Spaces are used without saturating the bandwidth or volume that the Client has ordered for their use case.

The Client shall ensure that it uses the Storage Service exclusively for storage and/or archiving purposes.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Offer: Block Storage		
Monthly Availability Rate	Consecutive minutes of Unavailability	Service Credits
99.999% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 97 minutes	10% of the monthly cost of the impacted Block Storage
99.8% – 99.5%	97 to 220 minutes	25% of the monthly cost of impacted Block Storage
<99.5%	Over 220 minutes	50% of the monthly cost of the impacted Block Storage
Monthly data Resilience	Incident type	Service credits

| <100% | Loss of all or part of your storage space data | 100% of the monthly cost of the impacted Block Storage |

Offer: Object Storage		
Monthly Availability Rate	**Number of consecutive minutes of Unavailability**	**Service Credits**
99.999% – 99.9%	Less than 44 minutes	0% of the monthly cost of the impacted Service
99.9% – 99.8%	44 to 97 minutes	10% of the monthly cost of the impacted Service
99.8% – 99.5%	97 to 220 minutes	25% of the monthly cost of the impacted Service
99.5% – 95%	Over 220 minutes	50% of the monthly cost of the impacted Service
<95%	Over 2191 minutes	100% of the monthly cost of the impacted Service

Monthly data Resilience	**Incident type**	**Eligible Service Credits**
<100%	Loss of all or part of your Storage Space data	100% of the monthly cost of the impacted Service

"Monthly Availability Rate": *the total number of minutes in a given month deducted from the number of minutes of Unavailability over this month. The total is divided by the total number of minutes in this given month, expressed as a percentage.*

"Unavailability": *the total number of minutes during which the Service has been unavailable for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The Unavailability is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.*

*"**Resilience**":* *OVHcloud's ability to make available the data stored on the Client's Object Storage Containers to the Client following an unavailability incident, which must be duly declared. This commitment does not, under any circumstances, constitute a guarantee against loss of the Client's Content. The Client remains responsible for backing up their Content and managing their business continuity.*

The procedures for obtaining Credits are defined in Article 6 of the SC and in the GTS.

5. DURATION AND END OF SERVICE

5.1 Duration of the Storage Services

There is no minimum subscription duration, except for the Cold Archive offer. This offer has a minimum commitment period of six (6) months per archive, starting from the first day the archive is created (i.e. the day the container is moved to an archive and notified as such with the "archived" status). The Cold Archive Service may be terminated at any time, but the amounts corresponding to the uncompleted months of use will be billed, and must be paid upon the next bill after termination. The volume considered for this billing is the volume of the container that has been archived.

5.2 End of Service

A Service terminates when the Content is deleted from the Storage Space.
The Client is solely responsible for any operations (such as backups, transfers or snapshots) that the Client deems necessary to protect against the loss of its Content before a Service is terminated for whatever reason.

6. PRICES AND BILLING

Block Storage: The Block Storage Service is billed on a pay-as-you-go basis, depending on the size of the space provisioned by the Client. The provisioned size will be billed even if the Client does not completely use it during the given period.

Object Storage: The Object Storage Service is billed on a pay-as-you-go basis.
The cost of use depends on the quantity of Storage Spaces used, their usage time, and the volume of incoming and outgoing traffic.
The price will vary depending on the type of Object Storage Service selected by the Client upon activation. Any started hour (i.e. clock hour) is billed and payable in full.

For Storage Space:
OVHcloud offers an hourly rate per gigabyte.
The gigabyte of Storage Space is always billed in full, including when it is not fully used (rounded up to the next gigabyte).
Any hour during which one gigabyte of Storage Space is used is billed and payable in full by the Client, including when that gigabyte is used and/or deleted during that hourly slot.

For traffic entering and leaving the Storage Space:
OVHcloud offers a per-gigabyte usage rate for incoming and outgoing data.
"*Gigabyte of incoming data*": a gigabyte of incoming data to the Storage Space, regardless of its origin (from the Internet and/or the OVHcloud network and/or a third-party private network).
"*Gigabyte of outgoing data*": a gigabyte of data leaving the Storage Space, regardless of the destination (to the Internet and/or the OVHcloud network and/or a third-party private network).
All incoming and outgoing traffic resulting from requests is billed, unless there is a HTTP error. The requests themselves are free.
Notwithstanding the above, the traffic entering the Object Storage Containers is not billed to the Client.
The provision of the "local" Storage Space (directly attached to the Instance), as well as the incoming and outgoing traffic of the "local" Storage Space, are included in the cost of the Instance.

OVHcloud

1. SERVICE DESCRIPTION

OVHcloud provides the Client with the following network features (hereinafter referred to as "**Network Features**"):

Load Balancer managed by Kubernetes - Service Edition

This allows the Client to manage a workload by distributing traffic packs across multiple Resources. This improves performance, optimises response times, and increases fault tolerance and downtime resilience. It can be configured with containers provided by the Kubernetes platform.

Load Balancer

This allows the Client to manage their workload by distributing traffic packs across multiple Resources. This improves performance, optimises response times, and increases fault tolerance and downtime resilience. It supports SSL/TLS encryption for secure communication and can be configured with Public Cloud Instances.

Gateway

This allows the Client to access Internet resources from Public Cloud Instances that do not have public network interfaces. The Gateway allows the Client to expose Public Cloud Instances or Public Cloud Load Balancers to the Internet using floating IPs. The Gateway is interconnected with Instances on the private network provided by OVHcloud.

"**Floating IP"** means an IP address optimised as part of the Public Cloud Services. It has automated configuration and private network support for each region. During the period when the Floating IP is made available to the Client, OVHcloud remains the legitimate holder of the Floating IP. No transfer of Floating IP ownership can take place.
Additional features and more detailed features of Network Features may be specified and available on the Website.

2. CONDITIONS OF USE

2.1 Prerequisite
To be used, the Service must be associated to a Client's OVHcloud "Public Cloud Project".

2.2 Configuration and maintenance
The Client is solely responsible for the administration, configuration, and use of Network Features. OVHcloud cannot be held responsible in the event of malfunction of the Service due to an incorrect configuration of the Network Features by the Client.
OVHcloud is responsible for the administration of the infrastructure underlying the Client's Network Features and for maintaining this infrastructure in good working order. OVHcloud reserves the right to update the Service in order to maintain an optimal level of security, or to preserve the good operating condition of the Service. As a result, OVHcloud may need to carry out maintenance operations, version upgrades or updates. OVHcloud will inform the Client of any scheduled maintenance via the interface provided for this purpose.
OVHcloud is under no obligation to carry out any backups of the Client's Network Functionality configuration. The Client is solely responsible for carrying out any action necessary to preserve their configuration, taking into

account the Service's level of criticality on the Client's activity and their risk assessment, particularly in the event of a Service interruption, maintenance operation, version upgrade or update.

OVHcloud reminds the Client that any feature of the Service that allows them to revert to a previous configuration does not constitute a method of permanently backing up their configuration.

3. FINANCIAL CONDITIONS

The Service is billed on a pay-as-you-go basis. Any hour started is billed and payable in full. Outgoing traffic used by the Client is not billed as part of the Service.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Element	Service Level Agreement (SLA) Monthly availability level	Service Credits
Load Balancer managed by Kubernetes - Service Edition	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Load Balancer	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Gateway	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.

*The term "**Availability**" corresponds to the functional status of the Service, in order to perform its primary function and to be able to access and configure the Service via the Internet network. Any problem or malfunction resulting from incorrect configuration of the Service by the Client shall not be considered as an unavailability.*

If OVHcloud confirms that the Network Features are available and in good operating condition, OVHcloud is released from its obligations relating to the concerned SLA.

If OVHcloud determines that the Network Function is unavailable, OVHcloud completes the diagnostic process and works to restore the availability.

When calculating Credit, downtime is calculated from the moment the incident ticket is opened, until the moment OVHcloud confirms that the problem has been resolved.

The procedures for obtaining Credits are defined in Article 5 of the SC and in the GTS.

OVHcloud

1. SERVICE DESCRIPTION

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

Each Engine may have specific configurations in terms of the resources made available. These configurations and features change regularly. It is the Client'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 installation of the system.

OVHcloud provides the Client with an Application Programming Interface (hereinafter referred to as the "**API**").

The features of the DBaaS Service are detailed on the Website.

2. CONDITIONS OF USE

2.1. Prerequisites and General Information

The Client chooses from different storage capacities when Ordering the DBaaS Service. Since this capacity is linked to the type of service selected, any subsequent change in capacity will imply a change in the service range.

The Client is solely responsible for configuring its security groups and security rules (authorization of IP addresses and/or IP address blocks), being specified that by default, no rules are configured, as the Cluster provided to the Client is isolated from the public network. OVHcloud cannot under any circumstances be held responsible in the event of the DBaaS Service being unavailable due to incorrect configuration of the security groups and/or rules.

Under no circumstances should the Client:
- Modify and/or delete the user accounts that OVHcloud uses for the purposes of administering the DBaaS Service;
- Modify the topology of the Cluster provided to the Client;
- Leave the scope of the Database Management System ("**DBMS**").

Content stored in a database by the Client is not specifically encrypted by OVHcloud. It is therefore the Client's responsibility to take any measures that the Client deems to be necessary in this regard, in order to ensure the security and confidentiality of the Content.

2.2. Cluster management and updates

The Cluster is dedicated to the Client, and is hosted, managed and maintained by OVHcloud (or its partners, where applicable) throughout the duration of use of the DBaaS Services. 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 DBaaS Service to their activity and their risk analysis, particularly in the event of a DBaaS Service shutdown or maintenance, version upgrade or update operations. OVHcloud reserves the right to carry out any updates to the Service that are necessary to comply with the DBMS lifecycle policy described in the technical documentation specific to the Public Cloud databases (available under the "Support" tab on the Website, in the "Guides" section).

WAL (Write-Ahead Logging) data, logs and metrics linked to the Client's Cluster(s) may be stored by OVHcloud for a duration of one (1) month following their creation date.

Similarly, as part of the DBaaS Service, backup operations for the Client's Content stored on the Cluster can be performed when the option is included in the Service subscription. These backups may also be kept for a period

of one (1) month following their creation date. The Client can restore these backups via their Control Panel or via the use of command lines when the option is provided for in the subscribed service.

If the Client deletes all of the backups performed by OVHcloud, OVHcloud will not be able to restore their Cluster(s).

As such, the Client is reminded that the termination of the DBaaS Services for whatever cause (including termination of the Contract, non-renewal, non-payment, termination of Services by the Client, non-compliance with the Terms and Conditions of Service, etc.), as well as certain operations to reinstall the DBaaS 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 Client as part of the Service, including any potential backups.

It is the Client's responsibility to take all necessary steps to transfer their Content before the end of the DBaaS Service and before each reinstallation operation of the DBaaS Services, and generally before any event resulting in the deletion of their Content.

2.3. Specific conditions: MongoDB

When using the MongoDB Engine, the Client agrees not to:
- Distribute, sell, or promote the software as separate software from the DBaaS Services;
- Use the MongoDB branding;
- Decompile, disassemble, translate, reverse engineer or attempt to derive the source code from any part of the MongoDB 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 DBaaS Services and/or contact Support for applications for which support has not been subscribed.

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

2.4. Specific conditions: Aiven

When using MySQL, PostgresSQL, Redis, Kafka and its additional services, Elasticsearch, Grafana, Cassandra, M3db and its additional services (together referred to as the "**Aiven Engines**"), the Client is informed that AIVEN OY, publisher of the Aiven Engines, can access the vRack used as part of the DBaaS Services linked to these Aiven Engines, in order to administer these DBaaS Services. Consequently, it is recommended that the Client take all necessary measures to manage its exposure and security (such as open port restrictions, data encryption, etc.). Furthermore, AIVEN OY also acts as a sub-processor, as provided for in Article 5.5 (Sub-processors) below.

3. FINANCIAL CONDITIONS

The DBaaS Service is billed according to usage (*"Pay as you go"*).

There is no minimum usage duration, however, once an hour begins (i.e. a clock hour), it is billed and payable in full.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Offer	Service Level Agreements (SLAs)
Essential and Discovery	No SLA
Business and Production	Monthly availability rate: 99.90%
Enterprise and Advanced	Monthly availability rate: 99.95%

"**Monthly availability rate**": *the total number of minutes in a given month deducted from the number of minutes of unavailability over this month. The total is divided by the total number of minutes in this month, expressed as a percentage.*

"**Unavailability**": *the loss of access to all Instances of the Service for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through 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 these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.*

In the event of non-compliance with these SLAs, the following Service Credits will apply:

Offers Enterprise and Advanced

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 impacted 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 impacted Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the impacted Service

Offers Business and Production

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 impacted 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 impacted Service
Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the impacted Service

Please note that within the same Service Level Agreement (SLA), the Credit amount will be calculated according to the relevant threshold above, and without any cumulation between them.

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

The other services used by the DBaaS Service (particularly in terms of connections to other services) are subject to the SLAs set out within the SC of the applicable services.

The procedures for obtaining Credits are defined in Article 6 of the SC and in the GTS.

5. PROCESSING OF PERSONAL DATA

This article describes the personal data processing carried out by OVHcloud as processors upon instruction from the Client, as part of the performance of the DBaaS Service. This article supplements the Data Processing Agreement, which remains fully applicable.

As data controller, OVHcloud also processes personal data relating to the use of the DBaaS 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 the services. The conditions for this processing are set out in OVHcloud's privacy policy, available on the Website.

5.1 Data

In order to provide the DBaaS Services, OVHcloud processes the following data as processor (the "**Client Data**"):
- data hosted and used by the Client as part of the DBaaS Service ("**Project Data**");
- logs generated by the Service ("**Application Logs**");
- logs for accessing and using the Client's Service(s) ("**System Logs**").

The Client is responsible for the content of the Application Logs that the Client generates as part of the DBaaS Service.

5.2 Processes and purposes

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

5.3 Location

The locations of the different components of the solution are specified on the Website, and in the Control Panel. 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 Data Processing Agreement.

5.4 Data conservation

5.4.1 Project Data

The Project Data is managed by the Client who remains solely responsible for its collection, backup, retention, and deletion for the duration of the DBaaS Service. When the DBaaS Service ends, the Client Data is deleted by OVHcloud under the conditions set out in point 5.6 below.

5.4.2 Logs

- Application Logs: The Client is responsible for managing the retention period of the Application Logs. Unless the Client deletes them, the Application Logs are retained for the entire duration of the DBaaS Service, subject to the maximum storage capacity indicated in the documentation available on the Website.

- System Logs: These are kept for 12 months.

5.4.3 Backups

The Service includes an automatic weekly backup of the Client Data. It 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 Client according to the options selected for the DBaaS Service. The location of the backups is indicated in the Control Panel. These backups do not constitute a guarantee against data loss. To ensure business continuity, it is recommended that the Client performs backups of their Client Data at one or more remote sites outside of the Services, depending on the criticality of their data.

5.5 Sub-processors

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

In this context, AIVEN OY may need to process the Client Data (in particular, the data contained in the DBaaS Service, logs and usage metrics, etc.). As such, AIVEN OY acts as a sub-processor of OVHcloud. This 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 End of Service. Data recovery and Deletion.

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

Information on how to retrieve the data is available on the Website.

APPENDIX 5: SPECIFIC CONDITIONS - CONTAINER SERVICES

1. SERVICE DESCRIPTION

As part of the Container Services, OVHcloud offers the following Services:

OVH Managed Kubernetes

This is a service based on the open-source Kubernetes 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 Cluster and add/remove Resources such as worker 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.) are subject to the Contract, including the applicable SC.

OVHcloud Managed Private Registry

It allows the Client to manage and store containerised software image data banks (the "**Images**") in an organised manner.

With this service, the Client is also provided with a Storage Space, a management interface, and API Applications, tools and software (the "**Components**") are also made available to the Client to enable them to process their Content (Docker Registry API, Harbor Core, etc.).

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

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

2. CONDITIONS OF USE

2.1. OVH Managed Kubernetes

2.1.1. Cluster management and updates

The main infrastructure in charge of the 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. 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 with the Resources managed as part of the Managed Kubernetes Service, particularly through their Control Panel or via the OpenStack API.

If an update and/or an upgrade a version of an operating system or an application currently in use by the Client is needed, this shall be carried out according to 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 Cluster according to the rules defined by the Client via the API, the Client expressly accepts that the Service may automatically add, delete and/or modify Resources, and acknowledges that it is liable for all costs related to the use of these Resources.

A Cluster is considered active when it orchestrates at least one active worker node and/or is configured with a persistent volume. OVHcloud is entitled to delete any Cluster that is not active for three (3) consecutive months or more. The Client will be informed of any deletion via email or via their Control Panel thirty (30) days before. Deletion will be automatic unless the Client adds an active worker node or persistent volume to the Cluster during the thirty (30) day notice period. The deletion will be carried out without further formalities or compensation.

2.1.2. Location

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

2.2 OVHcloud Managed Private Registry

2.2.1. Overview

The Managed Private Registry Service is dedicated to business Clients. As a result, the Service must be used by the Client solely for the purpose of their organisation and its requirements. Use of 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.

The Control Panel allows the Client to use the Service, and in particular to manage their Data and use the available tools and software.

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

2.2.2 Components

As part of the Service, OVHcloud provides the Client with a range of Components that may be Open Source or proprietary. All Components remain the exclusive property of OVHcloud, or of third parties who have granted OVHcloud the right to use them. OVHcloud grants the Client the right to use these 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 Website.

In particular, the Client has a Component that helps to detect security vulnerabilities (via the use of a security vulnerability list). OVHcloud does not provide any guarantees on the usage of this 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 Services must be used in accordance with the Contract and, where applicable, the Third-Party Products Conditions.

3. FINANCIAL CONDITIONS

The Managed Kubernetes Service is made available to the Client free of charge.

The resources orchestrated by the Service (Instances constituting the worker nodes, persistent storage and network features such as IPs and load balancers) are billed as standard, as described in the Appendices of the OVHcloud Services "Compute", "Storage" and "Network Services". The control plane (admin nodes and associated resources) is provided free of charge.

4. SERVICE LEVEL AGREEMENTS (SLAs)

4.1. OVHcloud Managed Kubernetes.

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

However, as the Managed Kubernetes Service is provided to the Client by OVHcloud on a free-of-charge basis, this monthly availability rate is a simple objective with no commitment. It is not a guarantee, and no compensation or Credit can be granted to the Client in the event of non-compliance.

Resources orchestrated by the Managed Kubernetes Service (and in particular, the Instances that are part of the worker nodes, load balancers and persistent storage) are subject to the SLAs defined in the SC of the Service applicable to them.

4.2. OVHcloud Managed Private Registry.

Elements	Service Level Agreements (SLA)	Service Credits
Accessibility to essential components (API Docker Registry, Harbor Core)	Monthly availability rate: Plan S: 99.90% Plan M: 99.95% Plan L or higher: 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 this monthly cost.
Accessibility to other Harbor components (Job Service, Clair, Harbor UI & API Harbor)	Monthly availability rate: Plan M: 99.90% Plan L or higher: 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 this monthly cost.

Data resilience	Monthly data resilience rate: Plan S: 100% Plan M: 100% Plan L or higher: 100%	Credit amounting to 100% of the monthly cost of the Service paid by the Client during this month, for the portion of the Docker registry affected by the malfunction.

"**Monthly availability rate**": *the total number of minutes in a given month deducted from the number of minutes of unavailability over this month. The total is divided by the total number of minutes in the month.*
 "**Unavailability**": *a response to a HTTP 200 call in more 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 the probes of OVHcloud.*
 "**Resilience**": *OVHcloud's ability to make available the data stored on the Client's Docker registry to the Client after a duly declared period of unavailability (see conditions below). This commitment does not, under any circumstances, constitute a guarantee against loss of the Client's Content. The Client remains responsible for backing up their Content and managing their business continuity.*

The procedures for obtaining Credits are defined in Article 5 of the SC and in the GTS.

OVHcloud reasonably endeavours 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 guarantee that the objectives above can be met.

OVHcloud

APPENDIX 6: SPECIFIC CONDITIONS - DATA ANALYTICS SERVICE

1. SERVICE DESCRIPTION

The range of Data Analytics services (the "**Data Analytics Service**") includes the Service **Data Processing,** which allows the Client to launch the execution of job tasks (hereinafter the "**Job(s)**") via an API or the Control Panel by providing a solution based on different third-party software (such as Apache Spark, for example).

As such, for each Job that is launched the Client receives a cluster (the "**Cluster**") linked to a Public Cloud project. Each Cluster has its own allocated resources (e.g. € 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 the Control Panel.

Resources orchestrated as part of the Data Analytics Service (such as Public Cloud Instances and Object Storage, etc.) are subject to the Contract and the applicable Specific Conditions.

2. CONDITIONS OF USE

2.1. 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 operation necessary to preserve their configuration, taking into account the level of criticality of the Data Analytics Service to the Client's activity and their risk analysis, in particular in the event of the end of the Service, maintenance, version upgrade or update operations.

OVHcloud makes the Cluster available and maintains it in operational condition. The Client is responsible for scaling their Infrastructures, the code needed to execute the Jobs, the Content used, and its security.

In order for the Data Analytics Service to orchestrate the Resources constituting the Cluster according to the rules defined by the Client via the API or the Control Panel, the Client expressly accepts that the Service may automatically or manually add, delete and/or modify the Resources, and acknowledges that the Client is liable for all costs related to the use of these Resources.

2.2. Location

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

2.3. End of Service

The Client is responsible for monitoring the Job(s) and completing them when necessary. At the end of the Job, regardless of the reason (via code, due date, termination, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Client's Content, OVHcloud will delete the resources used for the Cluster, and the Client must delete the resources used collaterally, such as the Object Storage Containers, used to store the log files.

3. FINANCIAL CONDITIONS

The Service is billed according to usage (*"Pay as you go"*).

Any started minute (i.e. clock minute) 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, including but not limited to inaccessible data or incompatible code, the Service will be billed.

4. SERVICE LEVEL AGREEMENTS (SLA)

In the event of a Job Failure, the Client may receive a Credit equal to 100% (one hundred percent) of the amount paid by the Client for the portion of the Data Analytics Service impacted during the month in question, with a limit of up to five (5) hours per Job.

"**Job Failure**" means a Job that is unable to be completed due to the loss of connectivity in the Resources allocated to the Client's Cluster as part of the Data Analytics Service. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests.

The other services used by the Data Analytics Service (including Object Storage) are subject to the SLAs defined in the applicable SC.

OVHcloud

1. SERVICE DESCRIPTION

1.1. General description of the AI Tools Service

The AI Tools service includes a set of tools such as AI Training, AI Notebooks, AI Deploy and their Jobs and Notebooks ("**Tool(s**)").

These Tools enable the development of machine learning models (collectively the "**AI Service Tools**") and the exploitation of data for data scientists.

The Tools that are part of the AI Tools Service can be used independently by the Client.

Each Tool launched by the Client is deployed on one or more computing units linked to a Public Cloud project and isolated in a Container. Each computing unit has its own features (such as cores and memory). The Client chooses the desired number of computing units, the prices being indicated in the Control Panel or on the Website.

OVHcloud cannot guarantee an availability time or a minimum or maximum execution time for the Tools. OVHcloud reserves the right to stop or suspend a Tool, after having informed the Client via any means, in order to perform any operation necessary for the proper functioning of the AI Tools Service (application update, security patches, service usage that violates these Terms and Conditions of Use, etc.).

Resources orchestrated as part of the AI Tools Service (such as Object Storage, Private Registry, etc.) are subject to the Contract and the applicable SC.

1.2. AI Training description

AI Training enables the Client to train machine learning models and execute work tasks in a Container (hereinafter collectively referred to as the "**Jobs**") via an API application, a command line interface (CLI) or the Control Panel. Jobs may be based on libraries provided by OVHcloud, by the Client, or by Third-Party Products.

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.

The duration of the Jobs also depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Jobs. Depending on the mechanisms used by the Client, Jobs may be submitted to the following reports:
-   "running": the Jobs that the Client has started.
-   "complete": the computing units of the Jobs in question are freed up by the Client.
-   "deleted": the Job in question is entirely deleted by the Client.

Additional statuses may be defined in the technical documentation.

1.3. AI Notebooks description

AI Notebooks allow the Client to program and run code in a code editor (integrated development environment or "**IDE"**) adapted to machine learning via their web browser (hereinafter collectively referred to as the "**Notebook(s)**"). The Client may administer their Notebooks via an API application, a command line interface ("**CLI**") or the Control Panel. Notebooks may be based on libraries provided by OVHcloud, by the Client, or by Third-Party Products.

The duration of the Notebooks depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Notebooks. Depending on the mechanisms used by the Client, Notebooks may be submitted to the following statuses:
-   "running": Notebooks that the Client has started or relaunched.

- "stopped": the Notebook computing units are freed up by the Client. The Workspace is retained as described below, and the temporary local storage space is deleted.
- "deleted": the Notebook is completely deleted by the Client, including their Workspace.

Additional statuses may be defined in the technical documentation.

1.4. AI Deploy description

AI Deploy allows the Client to deploy applications and machine learning models (hereinafter the "**App(s)**") via an API application, a command line interface ("CLI") or the Control Panel, and to access the Apps created via an endpoint. Apps may be provided by OVHcloud, third-party partners or by the Client, and may be subject to their own contractual conditions that the Client accepts separately.

Each of the Apps deployed is accessible and viewable via a HTTP API.

As such, each of the Apps launched by the Client is deployed on one or more computing nodes 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 Control Panel.

AI Deploy also offers automatic scaling of allocated resources: the Client indicates the minimum and maximum number of computing nodes desired. AI Deploy adjusts their number according to the workload. The final price will reflect the resources used.

The duration of the Apps depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Apps. Depending on the mechanisms used by the Client, Apps may be submitted to the following statuses:
- "running": Apps that the Client has started or relaunched.
- "scaled": the computing units are allocated to the Apps in question.
- "stopped": the App's computing units are freed up by the Client.
- "deleted": the App is completely deleted by the Client.

Additional statuses may be defined in the technical documentation.

2. CONDITIONS OF USE

2.1. Prerequisite

When providing its own code and/or Container, the Client must first meet the technical requirements set out in the AI Tools technical documentation available in the "Public Cloud" section of the OVHcloud documentation (available in the "Support" tab of the Website, in the "Guides" section). The Client agrees to put their Container on a Managed Private Registry in order to be able to use the AI Tools Service under nominal conditions.

2.2. Service management and updates

The Resources are dedicated to the Client. They are hosted, managed and maintained in operational condition by OVHcloud for the entire duration of the use of the Service. The client must carry out any operation necessary to preserve the 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, 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 SLAs described below. The Client is in charge of sizing the infrastructure, the Content used, and its security.

OVHcloud reserves the right to modify or delete libraries. The Client acknowledges and accepts that these changes do not entitle the Client to termination and/or compensation.

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

2.3. Location

The location of the Service Resources is selected by the Client at the time of their creation from among the available Datacenters.

2.4 Data Management and Conservation

2.4.1 General Information

Any backups carried out as part of the AI Tools Service, particularly in accordance with Article 2.4.2: "Temporary local storage" and Article 2.4.3: "AI Notebooks Workspace" below, do not exempt the Client from ensuring the security of their Service and the Content stored on it, and in particular from managing their disaster recovery plan independently. It is therefore the Client's responsibility to take all necessary measures to back up their Content outside of the Services in order to be able to restore it in the event of its loss or deterioration.

2.4.2 Temporary local storage

A temporary local storage space is allocated to a specific Tool in order to allow the Client to use their data. Its storage capacity varies depending on the Resources selected by the Client.

The local and temporary storage space is not synchronised or backed up by OVHcloud. As soon as the Tool is "completed", "stopped" or "deleted" by the Client (as applicable) or in the event of a malfunction, the contents of the temporary storage space will be deleted.

2.4.3 AI Notebooks Workspace

Each Notebook has a file directory backed up to an Object Storage Container (hereinafter referred to as the "**Workspace**"). The Workspace is accessible by the Client during the execution of their Notebook and is backed up by OVHcloud as soon as the Notebook is stopped by the Client. It is permanently deleted thirty (30) days after the Client deletes a Notebook, unless the Client decides otherwise. The technical specifications of the Workspace (including the maximum storage capacity) are set out on the Website.

The storage space allocated to the Client will depend on the options selected when creating a Notebook. The Content of the Workspace is deleted on the Notebook deletion date.

2.5 End of Service

It is the Client's responsibility to terminate all or part of the unused Service. Failure to do so will result in the unused Service being charged.

At the end of the AI Tools Service or any Tool execution, regardless of its cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Content of the Client, OVHcloud will delete the Resources used. Meanwhile, the Client is responsible for deleting the collateral Resources used with the AI Tools Service, such as Object Storage Containers and Private Registry created by the Client to store model files and containers. OVHcloud shall apply an operating fee at the price displayed on the Website in the event that the Client does not delete the collateral resources.

3. FINANCIAL CONDITIONS

The Service is billed according to usage (*"Pay as you go"*). Any started minute (i.e. clock minute) is billed and payable in full. The execution time of a Job or Notebook is limited to seven (7) consecutive days. If the Job or Notebook is not deleted by the Client before, it will be automatically cancelled at the end of this period.

Provisions specific to AI Training

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, including but not limited to inaccessible data or incompatible code, the Service will be billed.

Provisions specific to AI Notebooks

Minutes are counted from the time that a Notebook is launched until the end of its lifecycle, regardless of whether or not it is used by the Client. The amount charged depends on the available status of the AI Notebooks service. When the Notebook is "running", the entire AI Notebooks service is payable. When the Notebook is "stopped", the computing units (GPU and CPU) released are no longer billed. If the Client retains the Workspace for a duration of more than thirty (30) days from the Notebook end date and/or in the event of the use of additional storage capacity, OVHcloud will apply the Object Storage prices listed on the Website and applicable documentation.

Provisions specific to AI Deploy

Minutes are counted from the time an App replica runs, to the end of its lifecycle. If an App replica is deployed but fails for any reason, including but not limited to inaccessible data or incompatible code, the Service will be billed. In addition to the billing of the Resources, some Apps offered by OVHcloud and external partners may incur an additional cost for the Client, which will be listed in the Control Panel during deployment.

4. SERVICE LEVEL AGREEMENTS (SLA)

Service AI Tools	Service Level Agreements (SLA)	Credits
AI Training	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.
AI Notebooks	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.
AI Deploy	Monthly availability rate: 99.95%	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**": *the total number of minutes in a given month deducted from the number of minutes of unavailability over this month. The total is divided by the total number of minutes in the month and is expressed as a percentage.*

"**Unavailability**:" *all the Jobs, Notebooks or Apps submitted by the Client for all regions combined per minute, are returning an error code of 500 or 503. For the sake of clarification, if the Client does not execute a Job, Notebook or App for a one-minute interval, the availability rate for that interval is considered equal to 100%.*

The procedures for obtaining Credits are set out in Article 6 of the SC and in the GTS.
_____ END OF DOCUMENT _____