The purpose of these General Terms of Service is to define the terms and conditions governing the provision and use of OVHcloud Services.

These General Terms of Service form, together with the applicable Specific Terms of Service and all of the documents which they make reference to, constitute a single contract (hereafter the "Contract") between OVH Tech R&D, Salapuria Symbiosis, Areke Village, Begur Hobli, Bannerghatta Road, Bengaluru, Karnataka, 560076, India registered under number 109300, PAN number AACCO6253G (hereafter "OVHcloud"), and any physical or legal person, consumer or business, governed by private or public law, creating a Client Account on the OVHcloud Website (hereafter the "Client"). The Client and OVHcloud are individually and jointly referred to as the "Party" or "Parties", respectively.

Capitalized terms have the meaning set forth in the present General Terms of Service.

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1. ORDERING SERVICES

1.1. Client Account. The Client must have a valid Client Account to order OVHcloud Services. The Client creates its Client Account online on OVHcloud Website. The Client shall provide all the required information (email address, name, address, bank details, etc.), and undertakes to provide correct and up to date information throughout the entire duration of the Contract. When a Client Account is created and used by a person acting in the name and on behalf of the Client, such person warrants that it has full power and authority to represent, enter into and perform this Contract on behalf of the Client.

1.2. Account Activation. Prior to the activation of the Client Account, as well as at any time while the Contract is in effect, OVHcloud reserves the right to verify the accuracy of the Client information, and to request supporting documentation from the Client. OVHcloud reserves the right
not to activate, or to deactivate, the Client Account should any information provided by the Client be incomplete, inaccurate, or fraudulent.

1.3. Orders. Once the Client Account has been activated by OVHcloud, the Client can order Services.
Depending on Services, Orders can be placed through OVHcloud Website and/or directly through the Client's Management Interface and/or by using an API that OVHcloud may provide for that purpose. The Client is solely responsible for the management of its Client Account and associated authentication credentials (usernames, passwords, etc.). Any Order placed through the Client Account is deemed to have been submitted by and be binding on the Client thereby agreeing to be unconditionally bound by the Terms of Service. The conditions and timeframes for the provision of Services vary depending on the Service ordered. Some Services are made available only upon receipt by OVHcloud of the corresponding payment from the Client in advance for the Services. It is the Client's responsibility to ensure that the delivery terms for the ordered Services meet its needs.

1.4. Account Closing. Client may request to close its Client Account through Client Management Interface by opening a support ticket. A Client Account can only be closed once all associated Services have been terminated and paid for until their termination. Should the Client Account not be active for more than 24 months, for instance if no associated Services are used during that period, OVHcloud may decide to close

that Client Account. In that event, Client will be informed of its Client Account inactivity and will be invited to log back on its Account within the next 30 days. Should the Client fail to do so, the Account will be closed. Once the Client Account has been closed, it cannot be reactivated and all the data associated to that Client Account will be deleted, save for OVHcloud's right to archive certain data to comply with its legal obligations and defend its rights pursuant to OVHcloud personal information policy.

2. SERVICES

2.1. Applicable Terms of Service. The provision and use of the Services are governed by these General Terms of Service, the Specific Terms of Service applicable to the selected Services, the "Data Processing Agreement" Appendix, any other conditions referred to by the General Terms of Service and Specific Terms of Service, such as Third-Party Product Terms of Use, along with any other information given to the Client upon the Order ("Terms of Service"). The use and/or the download of Third-Party Products provided by OVHcloud in the provision of the Services constitutes acceptance of the Third-Party Product Terms of Use in accordance with Article 3.11. The Specific Terms of Service, and the Third-Party Product Terms of Use supplement these General Terms of Service. In the event of contradiction, the Specific Terms of Service, as well as the General Terms of Service, shall prevail over the Third-Party Product Terms of Use. The Terms of Service in effect are available on OVHcloud website or may be sent to the Client upon request to OVHcloud Support. The Terms of Service may vary depending on the country where the Services are located and the local laws that will be applicable.

2.2. Information related to the Services. OVHcloud makes available to the Client via OVHcloud Website, online resources which enable the Client to be informed of the characteristics of the Services offered. These resources may include, in particular, (a) information regarding various available features, configurations, options and ranges and (b) documentation, technical guides and/or examples (or use cases) regarding the Services for a better understanding and use of the Services. The Client may obtain additional information regarding the Services by contacting OVHcloud Support as indicated in article "OVHcloud Support" below. In cases where OVHcloud offers Services which comply with known standards or specific regulations which apply to certain activities, OVHcloud shall communicate its scope of responsibility as well as the conditions in which OVHcloud complies with said standards or regulations.

2.3. OVHcloud commitments and obligations. OVHcloud undertakes to exercise reasonable care and skill in providing the Services in accordance with the characteristics, terms and Service level agreements indicated in the Contract. In particular, OVHcloud agrees to exercise reasonable care and skill in keeping in place a competent team responsible for assisting the Client and handling Incidents ("OVHcloud Support") and ensuring the availability and security of the Services in accordance with the applicable terms and performance levels. OVH is subject to an obligation of means.

2.4. Subcontracting. Subject to the provisions of the "Data Processing Agreement" Appendix, OVHcloud may subcontract all or part of the Services to its Affiliates. OVHcloud may freely provide the Services through Third-Party Providers, without having to inform the Client or obtain it prior approval. However, unless the Specific Terms of Service provide for the contrary, no performance of the Services implying access to the Content stored by the Client shall be subcontracted outside of OVHcloud Group of companies. OVHcloud shall in all cases remain primarily liable for the Third-Party Providers it may subcontract to provide the Services.

3. TERMS OF USE OF THE SERVICES

3.1. Compliance with the Terms of Service. The Client agrees to order and use the Services in accordance with the Terms of Service in effect. The Services must be used in good faith. In particular, the Client undertakes to comply with these General Terms of Service, the Specific Terms of Service and the applicable Third-Party Product Terms of Use, as well as any information communicated to the Client at the time of the Order. When using the Services on behalf of a third party, or authorizing a third party to use the Service the Client undertakes before any use of the Service(s) by such third party, to communicate and obtain their approval on the Terms of Service and guarantees compliance of the Terms of Service by the said third party.

3.2. Services Selection. Before ordering and using the Services, the Client shall familiarize itself with all of the applicable Terms of Service (in particular, the Specific Terms of Service and the Third-Party Product Terms of Use), and study all of the documentation, configuration, options and ranges of services available, in order to select Services and characteristics suited to its needs and those of the third parties for whom or on whose behalf the Services will be used. In particular, the Client shall verify that the Services are suited to the legal and regulatory requirements applicable to the activities performed with the Services. In order to obtain any additional information regarding the Services, the Client may contact OVHcloud Support as set out in article "OVHcloud Support" hereafter. Services terms and characteristics are be updated regularly. The Client is responsible to take note of these updates, particularly when placing a new Order.

3.3. Connection. To use the Services, the Client must ensure that it has access to a remote connection (such as the Internet or a private network), which it is solely responsible for and bears the costs of. The Client is hereby informed that the Internet presents technical hazards and security risks that are external to the technical measures used by OVHcloud in the provision of the Services. OVHcloud shall not be held liable for any failure from Internet access providers or other third-party data transport networks (including but not limited to connection lines lack of reliability, bandwidth fluctuations, connection interruptions, etc.), nor for the consequences of said failures, particularly when they result in Services unavailability or discontinuity.

3.4. Means of authentication. Client is responsible for the management and confidentiality of the means of authentication necessary for connecting to and using the Services. The Client shall ensure that Users are knowledgeable of and follow standard practices to maintain the confidentiality of their authentication credentials. The Client is solely responsible for any consequences which may arise from the loss, disclosure, or fraudulent or illicit use of Users authentication credentials. OVHcloud shall in no way be held liable in this regard. The Client undertakes to immediately inform OVHcloud of any loss or disclosure of any authentication credentials, and to immediately change said authentication credentials.

3.5. Content. Except for items provided by OVHcloud, OVHcloud does not handle the Content and shall not access said Content for any other purpose than as necessary to provide the Services. OVHcloud would be an 'intermediary' only for purposes of the Information Technology Act, 2000, and its liability for material or Content of the Client is expressly excluded. OVHcloud does not perform any verification, validation or update operations on said Content. Likewise, OVHcloud does not perform any particular backups of Content stored in connection with the Services. Therefore, the Client is solely responsible for taking all necessary measures to safeguard its data in order to protect it against risk of loss or degradation regardless of cause. The Client shall ensure that the Content is legal and used in accordance with applicable industry standards, laws and regulations. Any use of illegal or fraudulent Content (such as the distribution, publication, storage or transmission of sexually explicit, obscene,

offensive, pedophile, anti-Semitist, racist, hateful content or materials inciting to crimes against humanity, acts of terrorism, , to hatred or discrimination towards individuals by reason of their gender, religion, sexual orientation or identity, or disability), or the illegal or abusive use of Content (for example, fraudulent use of Content, or use of Content in violation of rights belonging to a third party such as personality rights, copyrights, patents, trademarks or other intellectual property rights) within the scope of Services is prohibited, and can lead, at OVHcloud discretion, to immediate suspension of all or part of the Services, the deactivation of the Client Account and/or the termination of the Contract by OVHcloud, without prejudice to other rights and remedies OVHcloud may have under the Contract or at law.

3.6. **Compliance with laws and regulations.** The Services shall be used in a reasonable manner, pursuant to all applicable laws and regulations. The Client undertakes to keep abreast of any updates or changes to laws, regulations or documentation provided by OVHcloud. Explicitly forbidden actions include, but are not limited to, (a) abuse, fraudulent or excessive use of the Services and resources made available to the Client, particularly any use of a nature that threatens the stability and security of OVHcloud systems or which can result in a degradation of the Services performance provided to other OVHcloud clients, (b) intrusions or intrusion attempts launched from the Services (including, but not limited to, port scanning, sniffing, spoofing, and more generally, attacks on external parties originating from resources made available by OVHcloud) except Penetration Tests specifically authorized by OVHcloud pursuant to these General Terms of Service, (c) any use or attempted use of spam or any other similar technique, and (d) use of illicit or prohibited Content as specified in article 3.5 "Content".

3.7. **Suspension of Services.** OVHcloud reserves the right to suspend all or part of the Services in the event of (a) a known risk to the stability and/or security of OVHcloud systems or environment, to the Services and/or to Client Content, (b) scheduled maintenance, (c) a request issued by a legal authority or competent judicial authority, (d) notification by a third party in accordance with applicable laws, or (e) Client noncompliance with all or part of the Terms of Service. Said suspension may occur immediately and without prior notice in case of emergency or necessity, and particularly in the case of an event such as described in point (a), (c) and (d) above, or in case of illicit or fraudulent use of the Services, or use in violation of the rights of a third party, and more generally, of any use which may trigger the liability of OVHcloud. Except for request issued by a legal authority or competent judicial authority requests or for noncompliance with the Terms of Service, OVHcloud shall endeavour to minimise the suspension impact on the normal operations of the Services. Any such suspensions shall in no way release the Client from its obligation to pay the full amounts due to OVHcloud under the Contract, which is without prejudice to the Client's right set forth in article "Liability" hereafter if such suspensions result from OVHcloud's failure to fulfil its obligations. Client can consult the maintenance schedule using the interface provided for this purpose. In the event any such suspension results from Client's failure to fulfil its obligations under the Contract, the suspension shall take place without prejudice to OVHcloud's right to terminate the Contract in accordance with article "Duration, Renewal and Termination of Services" hereafter, and without prejudice to OVHcloud's other rights and remedies at law. Except in cases of termination or nonrenewal of Services, suspensions of Services shall not result in the deletion of Client's data. Unless suspensions result exclusively from OVHcloud's failure to fulfil its obligations, the duration of the aforementioned suspensions shall not be deemed as unavailability of Services in application of the service level agreement provided in the Contract.

3.8. **Updates to Services.** OVHcloud may, at its sole discretion, modify the Services at any time, and add, modify or remove Services ranges, options or features, as well as upgrade their performance. Services are described online on the OVHcloud Website. The Client is responsible for keeping abreast of any updates to the Services, which are immediately applicable to any new Orders. Concerning the Services in use by the Client, the latter shall be informed by email or via its Management Interface of any substantial updates which are of a nature to downgrade said Services, at least thirty (30) calendar days

before their implementation. Nevertheless, modifications to Third Party Products and in urgent cases (such as security risks, or legal or regulatory compliance updates) may result in immediate modifications to the Services. Subject to the article "Condition Specific to Consumers", in case of an update downgrading existing Services in use by the Client (removal of functionality, performance downgrade, etc.), the Client may terminate the relevant Services by registered letter with acknowledgment of receipt, or through a specific form provided in its Management Interface, within thirty (30) days from the date the relevant update is implemented.

3.9. **Intellectual property. Usage rights.** All of the items (software, Infrastructure, documentation, etc.) made available to the Client by OVHcloud in the provision of the Services and during the term of the Contract remain the exclusive property of OVHcloud or the third parties which have granted the rights to use them. OVHcloud grants the Client a non-exclusive license to use the said items only in accordance with and for the duration of the present Contract. With the exception of the aforementioned items made available to the Client by OVHcloud in the provision of the Services, the Client remains solely responsible for acquiring all of the authorisations and usage rights for the elements and Content (data, software, applications, systems, websites, etc.) which it uses and operates in relation to the Services. The Client and Users retain all intellectual property rights in their respective Content which OVHcloud shall not use except to the extent necessary to perform the Services. Subject to mandatory legal provisions in effect, the Client is not authorized to decompile, disassemble, reverse-engineer the software, source code and algorithms used in connection with the Services.

3.10. **Compliance with Sanctions.**
3.10.1. The Client shall at all times comply with Sanctions.
The Client represents and warrants that:
(a)   it is not, and was not previously, a person which has been designated under, targeted by, or otherwise subject to, any Sanctions;
(b)   it is not owned or controlled by, or acting for or on behalf of, an individual or entity which has been designated under, targeted by or otherwise subject to, any Sanctions; and
(c)   the Services will not be sold, exported, diverted or otherwise transferred to any individuals or entities located in countries or regions subject to comprehensive Sanctions or trade embargoes, to the governments of any of these countries or regions, or to any person or entity that is otherwise targeted by Sanctions Laws, or to any person or entity that is directly or indirectly involved in acts of terrorism, or in connection with weapons of mass destruction or missile applications; and
(d)   it will not use, deal with, sell, supply, transfer or export, or broker the use, dealing with, sale, supply, transfer or export of the Services in a manner that would otherwise violate Sanctions.
3.10.2. The Client shall inform OVHcloud immediately if any of the representations and warranties in clause 3.10.1 cease to be accurate in any respect at any time during the term of this Contract.

3.10.3. OVHcloud is not obliged to perform any obligation under this Contract to the extent that the performance of such obligation would breach Sanctions applicable to OVHcloud or expose OVHcloud to any risk of enforcement action or punitive or restrictive measures or other adverse action under Sanctions.
3.10.4. In the event that:
(a)   the Client breaches any provisions of this clause;
(b)   the representations and/or warranties set out in this clause cease to be accurate in any respect at any time during the term of this Contract; or
(c)   clause 3.10.3 applies,
OVHcloud, in its discretion, shall be entitled to terminate all or part of this Contract, by providing written notice to the Client upon such terms and with such effect as specified by OVHcloud in such

written notice. OVHcloud reserves the right to refuse Orders submitted (a) from countries subject to Sanctions, or (b) by citizens of those countries or individuals subject to Sanctions.

3.11. **Third Party Products.** Subject to specific commitments undertaken within the scope of the applicable Specific Terms of Service, (a) OVHcloud is not responsible for Third Party Products made available within the scope of the Services which may contain technical errors, security vulnerabilities, incompatibilities or instabilities, and offers no guarantee for the Third Party Products made available by OVHcloud to the Client in the provision of the Services (including all related information and items such as software, systems, applications, etc.), and (b) the Client is only authorised to use the Third Party Products made available to it by OVHcloud in accordance with the terms of the Contract, and in particular is forbidden from decompiling, accessing the source code, reinstalling the Third Party Products on any other infrastructure software or systems made available to Client. The Client uses the Third-Party Products entirely at its own risk, in accordance with these Terms of Service, and is responsible to ensure that such Services are suited to its needs and the purposes for which it uses them.

3.12. **Services Continuity and Reversibility.** Unless provided otherwise in the Specific Terms of Service, the termination of Services for any reason whatsoever (including without limitation, the Contract or Services termination or non-renewal, failure to comply with the Terms of Service, etc.), as well as certain operations to update or reinstall the Services, shall automatically result in the irreversible deletion of all Content (including information, data, files, systems, applications, websites, and other items) that is reproduced, stored, hosted, collected, transmitted, distributed, published and more generally used and/or operated by the Client in connection with the Services, including any potential backup. Before the termination or expiry of the Services, and before proceeding with any deletion, update or reinstallation of Services, the Client is solely responsible to perform any operations (such as backup, transfer to a third-party solution, Snapshots, etc.) which are necessary to safeguard its own Content. Upon Client's request, and subject to the provisions of article "Confidentiality" below, OVHcloud will provide technical information regarding the Services so as to facilitate Client's reversibility operations and Content recovery. Such assistance may result in additional charges for time worked, based on the financial terms available on OVHcloud Website or upon request to OVHcloud Support. However, OVHcloud does not proceed to any operation of restitution or Client's Contents migration. Such operations are under the Client's exclusive responsibility. Except for (i) any data that OVHcloud must keep in accordance with applicable laws and regulations, (ii) personal data set forth in the "Data Processing Agreement" Appendix and (ii) any data necessary to defend its rights, OVHcloud will not keep a copy of the Client's data following the termination of Services, unless otherwise agreed by the Parties or provided otherwise in the applicable Specific Terms of Service.

3.13. **Penetration Tests.** The Client may, directly or through a duly appointed third party auditor of its choice, carry out penetration tests on the Services (hereinafter "Penetration Test(s)") without prior notification of OVHcloud. These Penetration Tests shall be carried out in accordance with the laws and regulations in force. The Client shall obtain the authorisation of the Users and rights holders within the scope of the test. Should the Client have these Penetration Tests performed by a third-party auditor, their agreement shall include all the conditions of this article. The Client declares and warrants to OVHcloud that all the conditions for conducting the Penetration Tests stipulated herein will be respected, including by the auditor who acts under the full responsibility of the Client.

Under no circumstances shall the Penetration Tests (a) target other OVHcloud target elements and OVHcloud Infrastructures other than those used exclusively by the Client (including but not limited to OVHcloud shared infrastructure, networks and services), (b) disrupt the proper functioning of the Services and OVHcloud infrastructure and networks and/or (c) have any impact on the Services, resources, networks and infrastructure provided by OVHcloud to other clients. Any attempt to intrude into environments or systems used by other OVHcloud clients is expressly prohibited.

The Client is solely responsible for all consequences that may result from the performance of the Penetration Tests, including when carried out by a third-party auditor. Client is solely responsible to carry out or to have carried out in advance, all necessary backups to prevent any data loss and to restore and to be able to continue to use the target elements of the Penetration Tests (systems, applications, data, etc.), should an incident occur during the Penetration Tests.

Client is informed that if, within the framework of the Services, protection mechanisms, such as systems to prevent the sending of fraudulent or massive mail (SPAM) or against computer attacks by denial of service (DOS or DDOS), have been put in place, these mechanisms will not be deactivated for the Penetration Tests, and may therefore result in the unavailability of the Services. The Client is responsible for informing any person likely to be affected by such unavailability.

Upon completion of the Penetration Tests, a written audit report will be drawn up and communicated to OVHcloud upon first request or whenever it is of interest to OVHcloud (in particular in the event of a flaw or vulnerability in OVHcloud's Services or Infrastructures, or that could impact other OVHcloud clients).

The audit report, its contents, and more generally all information disclosed or collected in the course of the audit and concerning, directly or indirectly, OVHcloud, are considered strictly confidential, and may under no circumstances be published or disclosed to third parties without OVHcloud's prior written consent.

In the event of non-compliance by the Client and/or the third-party auditor with all or part of the terms and conditions of this article, OVHcloud reserves the right to immediately suspend access to its Services, without prejudice to any damages OVHcloud may claim.

3.14. **Testing.** OVHcloud reserves the right to offer services or new features as a "Test" version (hereinafter referred to as the "Test Service(s)").

"**Test**" is defined as any phase of the Service development process during which the Client is authorised to use an OVHcloud service before its effective marketing, in order to contribute to its improvement and to detect any potential bugs. OVHcloud will carry out any required identification for a Test Service. For example, any service version on the OVHcloud Website designated as an Alpha, Beta, or Gamma version by OVHcloud will be considered a Test Service within the meaning of this document.

The Client may be asked to provide regular feedback on the use of the Service during the Test via the different channels previously established and provided by OVHcloud. The Client shall ensure that they have read and agreed to the conditions applicable to the Test prior to participating to it. Client agrees to bear all risks (such as instability, malfunctions, unavailability, loss or alteration of data, etc.) associated with the Test. Any Service Level Agreements (SLAs) indicated in the Specific Terms of Service are not applicable to Test Services.

As such, OVHcloud reminds the Client that it strongly advises against storing any important files to their business on the Test Service at any time during the Test period. The Client agrees not to store any personal data on the Test Service.

OVHcloud does not make any guarantee as to the marketing and continuity of the Service after the Testing phase. OVHcloud reserves the right to suspend or terminate the Test Service, at any time and without compensation. OVHcloud may at its discretion restrict, limit or suspend the Test Service without warning or compensation if it appears that the Client is using the Test Services for any activity that does not comply with the Terms of the Services or does not correspond to the purposes of the Test Service.

At the end of the Test Service, for whatever reason, OVHcloud will delete all data stored by the Client on that Test Service and shall use reasonable endeavors to inform Client prior to such deletion.

4. MEASURES TO PREVENT SPAMMING FROM OVH'S NETWORK

4.1. **Traffic monitoring measures.** OVHcloud implements technical measures intended to prevent the sending of fraudulent e-mails and spam from its Infrastructure. OVHcloud monitors outgoing traffic from the Service towards port 25 (SMTP server) on the Internet, involving monitoring traffic by means of automatic tools. The outgoing traffic referred in this paragraph shall be monitored by OVHcloud with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVHcloud concurrently and not, under any circumstances directly between the Services and the internet. OVHcloud will not conduct any tagging of e-mails and will not modify e-mails sent by the Client in anyway whatsoever. No information shall be stored by OVHcloud during these operations aside from statistical data. The operation in this paragraph shall be conducted regularly and in a fully automated manner by OVHcloud without any human intervention involved in the monitoring of traffic to port 25 (SMTP port).

4.2 **Blocking e-mails identified as spam.** Should e-mail be identified by OVHcloud as spam or fraudulent e-mails be sent from the Client's server, OVHcloud shall inform the Client by e-mail and block the Server's SMTP port.

4.3. **Unblocking conditions.** The Client may request the unblocking of the SMTP port through the Management Interface. Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVHcloud for a longer period of time determined at OVH's reasonable discretion. Upon the third SMTP blocking, OVHcloud reserves the right to deny any further request to unblock the SMTP port.

4.4 **Data**. OVHcloud does not keep any copy of e-mails sent from the Service's SMTP port, even when they are identified as spam.

5. MITIGATION (protection against DOS and DDoS attacks)

5.1 **Protection Measures.** OVHcloud implements protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts if these attacks are considered to be serious enough by OVHcloud to justify such protection. In implementing such protection, OVHcloud shall use reasonable endeavors to ensure that the operation of the Client's Services is maintained throughout the duration of a DOS or DDoS attack. These measures involve monitoring the traffic sent to the Client's Services from outside OVHcloud's network. Traffic identified as illegitimate shall then be rejected by OVHcloud prior to reaching the Client's Infrastructure, thus allowing legitimate users to access the applications offered by the Client in spite of the attack.

5.2. **Scope of the protection.** The protection measures outlined in this article shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. Given the high technicality of the measures, OVHcloud responsibility is limited to provide reasonable endeavors and certain attacks may not be detected by the protection measures implemented by OVHcloud. The Infrastructure and the Service may be temporarily suspended and unavailable. Given the nature of a potential DOS or DDoS attack and their complexity, OVHcloud may implement different levels of traffic protection in order to preserve its Infrastructure and the Services.

5.3. **Detection of the attack.** The mitigation of a DOS or DDoS attack is activated only upon detection of the attack by OVHcloud. Thus, until the mitigation is activated, the Service will face the attack directly,

which may lead to the temporary unavailability of the Service. Mitigation is activated for an undefined period of time and automatically deactivated once the attack and illegitimate traffic have ended. While mitigation is activated, OVHcloud does not guarantee the accessibility of the Client's applications but it shall endeavour to limit the impact of a DOS or DDOS attack on the Client's Services and on OVHcloud's Infrastructure.   If, in spite of the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of OVHcloud's Infrastructure or the infrastructure of the other OVHcloud clients, OVHcloud will strengthen its protection measures which may lead to the deterioration of the Client's Services or impacting its availability for which OVHcloud shall not be liable.   All or part of the traffic generated by the attack may not be detected by OVHcloud and may therefore impact Client's Services.

5.4.   Client's configuration. The effectiveness of the mitigation depends also on the appropriate configuration of the Client's Services. In this regard, the Client must ensure that it has the adequate resources to administer the configuration of the Client's Services properly. The Client shall be solely responsible for ensuring it secures its Services, implementing security tools (firewall, etc.), periodically updating their system, backing up their data and for ensuring the security of their software (scripts, codes etc.).

6. OVHcloud SUPPORT

6.1.   OVHcloud Support team. OVHcloud Support team is responsible for handling Incidents which may occur in relation to the Services, and to provide the Client, upon request, with information regarding the Service. Except for the other levels of Support referred to in article 6.4 below, OVHcloud Support is available in English only and information regarding the Services is available during business hours only. OVHcloud infrastructures are monitored 24/7, 365 days a year. To ensure the continuity of such monitoring on a 24/7/365 basis, OVHcloud reserves the right to subcontract part of the Support in accordance with section "Subcontract" hereunder.

6.2.   Contact OVHcloud Support. Client may contact the OVHcloud Support by email, using a special form available in the Management Interface, or during business hours by telephone by calling (+91) 8068850402. OVHcloud will create a ticket ("Incident Ticket") for each request or Incident report received. The Client will be informed of the creation of the Incident Ticket and its corresponding number. The Client can access the history and status of its requests and Incidents reported through its Management Interface. The Client undertakes not to make use of the OVHcloud Support wrongfully or abusively. Before contacting OVHcloud Support, the Client must first consult the resources and information available on the OVHcloud Website (user guides, use cases, product documentation, etc.), and in its Management Interface (reporting, monitoring, etc.). The Client shall not (a) contact the OVHcloud Support for services or products that it has not contracted from OVHcloud cloud directly or (ii) place the OVHcloud Support teams in direct contact with its own clients or any other party external to the Contract. OVHcloud reserves the right to refuse to accept any request which does not meet the aforementioned conditions.

The Client undertakes to adopt an appropriate, cordial and respectful behaviour in its interactions with OVHcloud Support. OVHcloud reserves the right to no longer reply to the Client's requests and to immediately terminate the Contract in case of abusive, outrageous, or degrading behaviour. Furthermore, such behaviour may result in legal action taken against the Client, for which purposes OVHcloud may resort to any means of evidence which it deems useful and relevant (extracts of communications with the Client, screenshots, emails, recording of telephone calls, etc.). Subject to the other levels of Support referred to in article 6.4 below, OVHcloud Support is included in the price of the Services.

6.3. **Incident handling.** In case of malfunction of the Services, the Client shall firstly perform the technical tests recommended on the OVHcloud Website. In the event these tests do not resolve the Incident, the Client may report the Incident to OVHcloud Support as set out above and provide as much information as possible to facilitate a proper diagnosis. When an Incident is reported, OVHcloud Support shall carry out the necessary investigation to identify the cause of the observed malfunction and establish a diagnosis. The Client agrees to remain available at all times in order to collaborate with OVHcloud on a proper diagnosis and resolution of the Incident, in particular by providing OVHcloud with any additional information, and by performing all of the necessary tests and verifications. Within the scope of Incident handling, OVHcloud and its Affiliates are expressly authorized by the Client to connect to the Client Services at both the hardware and software levels, in order to take any action that is necessary to perform a diagnosis. This connection may require the Client to perform an action on its Service. OVHcloud will keep the Client reasonably informed of the progress of the operations. If OVHcloud establishes that its Services are available and functioning properly, or that the existence of the Incident cannot be confirmed, or that the Incident does not fall under the responsibility of OVHcloud, OVHcloud shall inform the Client accordingly. In this case, the time spent by OVHcloud on performing the diagnosis and assisting the Client may be charged to the Client as an additional service provided, based on the fee schedule available on the OVHcloud Website or provided to the Client. OVHcloud reserves the right to refuse any assistance if it ascertains, during its investigation, that the Client is using the Service in violation of the Contract or of any applicable law or regulation. If the Incident appears to fall under OVHcloud's responsibility, OVHcloud will complete the diagnosis and work to re-establish the availability of the impacted Services. In this case, the work performed by OVHcloud shall not result in any additional charges. The diagnosis shall be established by OVHcloud using any means necessary, and particularly based on exchanges between the Parties and data from the OVHcloud information system (such as login data) which the Client hereby expressly agrees may be admissible and fully enforceable. Subject to any applicable Specific Terms of Service and other levels of Support referred to in article 6.4 below, OVHcloud does not provide any warranty as to intervention or Incidents resolution times.

6.4. **Other levels of Support.** In addition to the OVHcloud Standard Support described above, OVHcloud offers other levels of Support which allow the Client to benefit from additional services and levels of commitment. The terms and conditions for these Support levels are described in the Specific Terms of Service and corresponding documentations available on the OVHcloud Website or upon request to OVHcloud Support.

7. RESPONSIBILITY

7.1. **Authority.** Each of the Parties warrants and represents that it has full power and authority to enter into and perform the Contract. In particular, the Client and OVHcloud represent and warrant that they hold all of the authorisations, skills and knowledge (particularly of a technical nature) which enable them to respectively use and provide the Services in accordance with the terms and conditions of the Contract.

7.2. **Responsibility of OVHcloud.** In cases where the applicable Specific Terms of Service include commitments from OVHcloud to particular levels of service, the corresponding payments or credits which may be due by OVHcloud to the Client shall constitute the Client's sole and exclusive remedy for OVHcloud's failure to comply with the level of service committed to in the relevant Specific Terms of Service and OVHcloud's entire liability for failing to meet the relevant level of service. Client hereby waives any right to claim additional damages with that respect. In the absence of an applicable commitment to a given level of service and for all other situations, under no circumstances shall the total aggregate liability of OVHcloud (including its Affiliates, subcontractors and providers) to the

Client (however arising) under or in relation to this Contract, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed (i) the total amount of sums paid by the Client to OVHcloud for the impacted Services over the course of the six (6) months prior to the Client's claim for compensation or (ii) the direct damages suffered by the Client if such damages are lower. Any action against OVHcloud shall be filed no later than three years following the date on which the Client becomes aware of the damage.

7.3.   Limitation of liability. Under no circumstances shall OVHcloud be liable under or in connection with this Contract for any:

(A)   use of the Services by the Client or a third party is in breach of the terms and conditions of the Contract;

(B)   non-execution, failure, interruption, malfunction, interruption or unavailability of the Service resulting from a third party (except OVHcloud subcontractors), from Client, a Third-Party Product, or a Client's breach of any obligation hereunder;

(C)   indirect, remote or consequential loss or damage whatsoever;

(D)   loss of business, (including without limitation commercial damages, lost orders, operational losses), loss of revenue, loss of reputation, harm to the company's image, loss of actual or anticipated profits, loss of contracts or Clients, loss of opportunity, loss of goodwill, loss of, damage to or corruption of data (such as, untimely disclosure of confidential information concerning them resulting from a vulnerability or hacking of the system, legal action by a third party against the Client, etc.), in each case regardless of whether any of the types of loss or damage listed in this paragraph (D) are direct, indirect or consequential.

(E)   loss, disclosure or illicit or fraudulent use of Users' authentication credentials by the User or any third-party;

(F)   suspensions of access, or temporary or permanent suspension of operated Services in accordance with article 3 of these General Terms of Service (notably a request issued by a legal authority or a competent judicial authority);

(G)   loss of, damage to, alterations of all or part of the Content (including information, data, applications, files or other items) hosted on the Infrastructure insofar as OVHcloud is not responsible of Client's activities continuity and notably backup operations;

(H)   lack of suitability of the Services to the needs of the Client (including in relation to the sensitivity of the relevant data);

(I)   security incidents related to the use of the Internet, particularly in case of loss, alteration, destruction, disclosure or unauthorized access of Client data or information on, or from, the Internet;

(J)   impairment of systems, applications and other items installed by the Client on the Infrastructure;

(K)   use of any open-source element included in the Services.

OVHcloud DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED TO THE CLIENT. THE CLIENT ACKNOWLEDGES THAT OVHcloud, ITS AFFILIATES, AND THEIR RESPONSIBLE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM, INDIRECTLY FROM THE CONTRACT EXCEPT FOR ANY DIRECT CONSEQUENCES CAUSED BY THE PERSONAL FAULT OF OVHcloud OR ITS REPRESENTATIVES. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

7.4.   Responsibility of the Client. The Client bears all risks related to its activities and is sole responsible for the use of the Services made available by OVHcloud. Client is responsible for complying with the Terms of Service in effect, including procuring that any third party that uses the Services, or on whose

behalf the Service are used, comply with such Terms of Service. Client is responsible for (a) ensuring the Services ordered are suited to its needs and the needs of third parties for whom or on whose behalf they are used, (b) the Content, such as information, data, files, systems, applications, software, websites, and other elements which may be reproduced, hosted, installed, collected, transmitted, distributed or published, and more generally used and/or operated within the scope of the Services, as well as (c) the management and use of said Content (in particular their verification, validation, updating, deletion, backup, and along with any measure designed to protect against the loss or alteration of the Content), including when the Content belongs to a third party or is used or operated by or on behalf of a third party, and (d) the compliance with applicable laws and regulations. When the Client uses the Services in the scope of a business activity, or when acting on behalf of a third party, Client shall subscribe to a third-party insurance policy, from a AAA insurance company, covering the entire amount of damages which may be incurred by Client, and undertakes to maintain that insurance policy (or any other equivalent insurance) for the entire duration of the Contract.

7.5. **Client guarantee.** Each Party guarantees it practices activities complying with the regulation in effect. The Client guarantees notably OVHcloud against any consequences resulting from (a) the use or exploitation of illicit content within the scope of the Services, (b) fraudulent use of the Services or use that does not comply with the Terms of Service in effect or any applicable laws and regulations, (c) the use of Services made in violation of third party rights, (d) the lack of suitability of the chosen Services to its needs or the needs of its Users and of any third party on whose behalf the Services are used, or (e) the loss of, or unauthorized or fraudulent use of, Users' authentication credentials. The Client undertakes to take appropriate action in the event of any action, claim or complaint by a third party relative to the Content and/or the Terms of Service, including those by legal or judicial authorities, and to indemnify and hold harmless OVHcloud against any damages, losses and expenses which may result therefrom (including legal judgements, reasonable legal defense costs, etc.).

7.6. **Third Parties.** OVHcloud makes no commitment hereunder towards any third parties, including Users, and no stipulation of the Contract may be interpreted as creating third party beneficiaries of the present Contract. The Client is solely responsible for its relationship with any third parties (notably the Users of the Services) and shall indemnify and hold harmless OVHcloud against any action, claim or complaint of third parties with respect to OVHcloud Services. The Client shall notify OVHcloud in writing, as quickly as possible, of any such claims, complaints and/or legal action, detailing the subject matter of the claim as well as any useful information so that OVHcloud may communicate to the Client any items in its possession which may be appropriate. OVHcloud reserves the right to take part into such litigations.

7.7. **Force majeure** For the purposes of this article 7.7, "Affected Party" means a party to this Contract which is affected by, or which claims to be affected by, a Force Majeure Event. "Force Majeure Event" means an event the occurrence of which is beyond the reasonable control of the Affected Party, including (without limitation) the following: (a) Act of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, epidemic, pandemic, civil unrest or riot; (b) default of third parties, industrial action (other than of the Affected Party's own workforce), fire, flood, explosion or malicious damage, or failure of plant or equipment (but only to the extent that any of these is beyond the reasonable control of the Affected Party); and (c) change of law, regulation or industry standard, or governmental order or direction. Neither Party shall be in breach of this Contract nor liable for any delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. In such circumstances, the Affected Party shall inform the other Party as quickly as possible in writing, detailing the circumstances and the expected duration of the Force Majeure Event, and shall keep the other Party

regularly informed of the status of the situation. If, despite the efforts of the Affected Party in breach, the period of delay or non-performance continues for more than thirty (30) consecutive days, the Party not affected may terminate without liability whatsoever all or part of the Services affected by the Force Majeure Event with immediate effect by giving notice to the Affected Party.

8. FINANCIAL CONDITIONS

8.1. Price of Services. The prices of the Services invoiced to the Client are those in effect at the time of invoicing, as published on OVHcloud Website. The prices may also be communicated upon request sent to OVHcloud Support. Unless stipulated otherwise, all prices are in INR. OVHcloud offers different types of rates depending on the type of Service (monthly flat-rate, yearly flat-rate, per use pricing, etc.). These rates may be linked to a commitment to a particular Duration and/or a specific method of invoicing. Should several types of prices be available for the same Service, the Client may select the one of its choice when submitting its Order. All taxes including Goods and Services Tax (GST), value added taxes, customs duty and similar duties and taxes, applicable to the Services (excluding taxes on OVHcloud revenue) shall be added to the price of the Services and due by the Client without this being deemed a change in the price as set forth by article 8.2 of this Contract. If applicable Indian laws require the withholding of Taxes, Client may make such withholding tax payments as per the applicable laws and subtract the amount thereof from the payments to be made to OVHcloud. Client shall promptly submit to OVHcloud appropriate proof of payment of the withheld Taxes (including but not limited to withholding tax certificates) within the time limit provided under the applicable laws. Client shall provide OVHcloud reasonable assistance in order to allow OVHcloud to obtain the benefit of lower withholding of Taxes under applicable laws and if OVHcloud provides any certificate from tax authorities requiring withholding of Taxes at "NIL"/ lower rate as provided under applicable laws, then Client shall be obliged to withhold Taxes as per such certificate.In the absence of a special pricing scheme, the prices of the Services shall include the cost of acquisition of the licenses and rights to use the tools, software and Operating Systems used by OVHcloud and/or which are made available to the Client by OVHcloud within the scope of the Services. The Client is responsible for acquiring and fulfilling its obligations in respect of all licenses and usage rights that are necessary to operate or make use of the Content within the scope of the Services. The methods for calculating the price of the Services, as well as the billing units, are defined on the OVHcloud Website and in the applicable Specific Terms of Service. The Client is responsible for taking note of this before submitting its Order. Each billing unit begun shall be invoiced and due in full, even when it is not totally used. Some Services shall incur additional installation or activation costs.

8.2. Changes to prices. OVHcloud reserves the right to change its prices at any time. Pricing changes are immediately applicable to any new Orders. If Services are in use at the time of a price increase, the Client shall be informed of the change by email at least thirty (30) calendar days in advance. In such a case and subject to article "Conditions Specific to Consumers" the Client has the right to terminate without penalty the impacted Services within thirty (30) calendar days upon the notification of the said price increase. Such termination shall be notified by registered letter with acknowledgement of receipt or through a specific form provided in the Management Interface. In the absence of said termination, the Client shall be deemed to have accepted the new prices.

8.3. Invoicing. The Services shall be invoiced based on Client Orders and Services as established by OVHcloud in its information system, which shall be deemed as admissible and fully enforceable to the Client. The periodicity (monthly, yearly, or other) of invoices and the timing of their issuance (upon ordering or in arrears) varies from one Service to another. The terms of invoicing of the prices of the Services are defined on the OVHcloud Website and in the applicable Specific Terms of Service. The Client is responsible for taking note of these before submitting its Order. After each payment,

OVHcloud shall send the Client an invoice. The Client expressly agrees that this invoice shall be sent to it electronically. The invoice is sent to the Client by email and/or made available to the Client through the Management Interface. The Client is responsible for keeping a copy of the invoice in accordance with regulations in effect. Invoices made available to the Client in the Management Interface shall remain available for a period of twelve (12) months thereafter.

8.4. Payment. Depending on the Service, invoices are payable on receipt, it being understood that invoices are issued either at the time of the Order, or in arrears. The Client is responsible for selecting its desired payment method amongst the available payment methods in the Management Interface. The available payment methods may vary from one Service to another and are published on OVHcloud Website. The Client is responsible for taking note of this before submitting its Order. In relation to Services payable in arrears, OVHcloud reserves the right to invoice the Client for said Services before the end of a calendar month in the event that the total Services consumed by the Client during the month in question reach a significant amount. The Client is fully responsible for payment of Services in accordance with the Contract. The Client undertakes to select a valid payment method in its Client Account, and to maintain the necessary funds to pay for the Services throughout the duration of the Contract. Except for the cancellation right set forth in article "Conditions Specific to Consumers", the Client remains liable to pay the price in its entirety. Consequently, (i) the Client waives any right to claim any refund resulting from the non-use, the partial-use, suspension or cessation of the use of Services before the end of the Service Duration and (2) in the event of split payment(s) (e.g. monthly, yearly installments), the Client remains liable to pay the price in its entirety for the whole commitment period subscribed to at the time of the Order. Those provisions are without prejudice to the Client's right to engage OVHcloud's liability in accordance with article "Liability" hereafter in case such situation results from OVHcloud's failure to fulfil its obligations.

8.5. Default or late payment. In case of default or late payment, including partial payment, the Client shall be liable to pay In case of default or late payment, including partial payment, OVHcloud may charge the Client (i) late payment penalties from the day following the payment due date and (ii) interest on the overdue amount at the rate of 1.5% per month (or the highest rate permitted by law, if less), accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgement. Furthermore, as a result of such default or late payment persisting for more than four (4) calendar days after notification sent to the Client by email, without requiring any additional notification or formal notice, (a) all of sums remaining due by the Client under the Contract shall become due regardless of their payment terms, and (b) OVHcloud shall have the right, immediately without prior notice, to suspend and all or part of the Client Services (including those which have been paid for), to refuse any new Order or renewal of Services and to terminate all or part of the Contract.

8.6. Dispute. In the event of any disagreement regarding invoicing or the nature of the Services, the Client must notify OVHcloud Support through its Management Interface within one (1) month of the date the invoice was issued. In the absence of said notification, and without prejudice to the Client's right to contest the invoice later on, the Client shall be liable to settle all unpaid invoices according to the terms of the Contract. In case of failure to invoice the Services correctly or in the appropriate timeframe, OVHcloud reserves the right to invoice or correct the invoicing at any time, subject to any mandatory applicable limitation.

9. DURATION, RENEWAL AND TERMINATION OF SERVICES

9.1. Services Duration. The Contract is entered into for an indeterminate period of time and remains in effect so long as the Client uses the OVHcloud Services. The Services duration is stated with the pricing selected by the Client when submitting its Order (the "Duration"). In case of flat-rate or fixed

sum payments (monthly, annual or other), and subject to Article "Conditions Specific to Consumers" and section "Termination for breach", Client undertakes to use the Services throughout the Duration. In the event of early termination or suspension of Services, Client shall pay for the total price of the Services without any reduction or refund. In case of payment per use, the Services are made available for an indeterminate period of time, and the Client may terminate the Services at any time in accordance with the procedures in effect.

9.2. Services Renewal. Services renewal conditions vary from one type of Service to another, as set out in the Specific Terms applicable to such Services. Some Services renew automatically ("Auto-Renew") while others are renewed upon payment in advance by the Client. In cases of Auto-Renew, Client is responsible for selecting the renewal method of its choosing and the initial commitment period. For certain Services, the Auto-Renew mode is activated by default. Renewals subject to advance payment will be automatically rejected in case of default in payment or irregular payment (incorrect amount, incomplete payment, payment which does not include the required references, or issued using a method or procedure not accepted by OVHcloud). In case of payment by cheque, Client is responsible to initiate the Services renewal and corresponding payment early enough for the cheque to be effectively received by OVHcloud before the expiry date of the Services. OVHcloud reserves the right to terminate the renewal, notably, with a reasonable prior notice, in case of a Service's end of life.

9.3. Termination for breach. Without prejudice to other termination rights provided in the Contract, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if the other Party breaches any provision of this Contract, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) calendar days after being notified by registered letter with acknowledgement of receipt to do so.
Notwithstanding the foregoing, in case of malicious, illicit or fraudulent use of the Services, or a breach of Article 3 "Terms of use of the Services" of these General Terms of Service, or use made in violation of the rights of a third party, OVHcloud shall be entitled to terminate the relevant Services or the Contract in its entirety with immediate effect by email and without prior formal notice. The present paragraph shall not be deemed a waiver of OVHcloud's right to suspend or interrupt the Services in accordance with the provisions of the Contract, particularly in case of non-compliance by the Client with the Terms of Service. Terminations for breach are without prejudice to any damages which may be claimed by the injured party.

10. CONFIDENTIALITY

10.1. Commitments. Each of the Parties undertakes, regarding any confidential information it receives from the other Party or to which it has access to during the present Contract, to (a) use this confidential information only for the sole purposes of executing the Contract, (b) preserve the confidentiality of said information with the same degree of care used for its own confidential information, and (c) give access to said confidential information only to its associates and Affiliates who need to know the information as part of their function and provided that these recipients have received prior notification of the confidential nature of the information and are bound by a confidentiality agreement at least as protective as these provisions. Each Party is also allowed to communicate the other Party's confidential information to its counsels as long as they belong to a regulated profession (e.g. lawyers, barristers, certified accountants and auditors). The Parties shall not share or give access to the other Party's confidential information to other persons than those referred to above without the prior written consent of the other Party. The Parties shall be liable for any failure to respect the obligations and restrictions by its representatives and by the third parties to whom it has shared confidential information with. Shall be considered confidential the Contract's provisions and all information communicated between the Parties, or to which the Parties have access

during the execution of the Contract, regardless of its form and nature (such as, without limitation, financial information, marketing information, trade secrets, know-how, information related to security and to the Services terms of use). To be considered as a confidential information, it is not necessary that the confidential nature of the information be mentioned on the document or other media containing the information or indicated upon its divulgation. The Parties undertake to comply with this confidentiality obligation for the entire Duration of the Contract as well as for a period of two (2) years from its termination, regardless of the cause.

10.2. Exceptions. The confidentiality commitments defined above shall not apply to information for which the recipient Party can demonstrate that (a) the recipient Party became legitimately aware of the information without being required to keep them confidential prior to the other Party having shared it, or (b) the information is, or becomes, publicly available through no fault of or failure to act by the receiving Party (or persons for which it is responsible) in breach of this Contract, or (c) the information becomes rightfully known to the receiving Party from a third-party source not known (after diligent inquiry) by the receiving Party to be under an obligation to maintain its confidentiality, (d) is independently developed by the receiving Party subsequent to such disclosure, by employees without access to, or use of, the other Party's confidential information, or (e) the divulgation of the said information was authorised by the other Party as provided in the Contract's provisions. Notwithstanding the preceding, each of the Parties reserves the right to disclose information received from the other Party (a) for the sole purpose of defending its rights, provided that the confidential information shall be retained for the time legally required for their use as evidence, and only be disclosed to those persons who need to know them within the course of the legal action or procedure in question (judges, lawyers, etc.), those persons being bound by professional secrecy or otherwise by a confidentiality agreement, or (b) at the request of a competent legal or judicial authority, provided that the disclosure shall be strictly limited to the request of said authority, and, subject to any legal requirements or injunctions to the contrary, the recipient Party shall inform the other Party of said request.

11. GENERAL PROVISIONS

11.1. Severance. If any provision of this Contract, or the application of such provision, is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason and to any extent, the said provision shall be interpreted by the courts in a way that stays as close as possible to the original intent of the Parties.
The Parties will modify that provision with a valid and enforceable provision that to greatest extent possible, achieves the intended commercial result of the original provision. All other provisions of this Contract remain in full force and effect.

11.2. Titles. The article and paragraph headings are for convenience only and shall not affect the interpretation of this Contract.

11.3. Waiver. No failure or delay by OVHcloud to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise by OVHcloud of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.4. Entire agreement. The Contract is made up of the Terms of Service which constitute the entire agreement between the Client and OVHcloud in relation to its subject matter, excluding any Client's general terms and conditions, other documents, discussions and previous exchanges between the

Parties. It replaces and extinguishes all prior agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and understandings of any nature made by or on behalf of the parties in relation to the same, whether oral or written. Each party acknowledges that in entering into this Contract it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party (whether innocently or negligently) in relation to the subject-matter of this Contract at any time before its signature (together "Pre-Contractual Statements"), other than those which are set out in this Contract. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this article 11.4 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

OVHcloud may, at any time and by right, amend the Terms of Service in effect. Such amendments shall be immediately applicable to every new Orders. The Client will be notified via email or through its Management Interface of any amendment to the Terms of Service applicable to Services currently delivered to Client. Such changes to the Terms of Service shall be in effect thirty (30) calendar days after the notification is sent. Notwithstanding the foregoing, any change to Third Party Product Terms of Use and any implementation of a new regulation may be immediately applicable to the extent OVHcloud does not control such events. Subject to conditions applicable to Consumers, if the new Terms of Service should be less favorable to the Client, Client may terminate the corresponding Services within thirty (30) calendar days following the new Terms of Service entry into effect. Such termination shall be notified via registered letter with acknowledgement receipt or via the form provided in the Management Interface.

11.5. No Partnership or Agency. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties. The Parties remain independent contractors in the course of their business, neither party being the agent or intermediary (except as mentioned in clause 3.5) of the other Party. Nothing herein authorises either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms (i) it is acting on its own behalf and not for the benefit of any other person and (ii) it is fully independent and responsible for the management of its business and affairs, as well as for all of its actions, and will assume all the risks related to its activities.

11.6. Assignment. Neither Party shall assign or transfer any or all of its rights and obligations under this Contract without the prior written consent of the other Party. Notwithstanding the foregoing, each Party shall be entitled to transfer all or part of the Contract to its Affiliates, provided it notifies the other Party in writing as soon as reasonably practicable and it remains liable for any breach of this Contract by said Affiliates. The following operations shall not be considered assignments or transfers pursuant to this article and are therefore authorised: (a) changes in shareholders, changes of holdings, or change of control of either Party, and (b) mergers, acquisitions, sale of business assets or activity, divestments, or any other operations which involve a transfer of the assets of either Party. If one of the Parties performs one of the operations mentioned in point (a) or (b) above, it shall inform the other Party. If the operation is performed to the benefit of a direct competitor of the other Party or a party with whom the other Party has a pre-existing dispute that other Party shall have the right to terminate the Contract without damages being due.

11.7. Notices. Information communicated by email shall be deemed received at the time indicated by OVHcloud server. This information shall be retained by OVHcloud for the entire Duration of the Contract and for the three (3) years thereafter. Unless other means of communication or recipient are stated in the Contract, all notifications, formal notices and other communications provided for in the Contract shall be deemed validly delivered if they are sent to:

OVHcloud: By registered letter with acknowledgment of receipt at OVHcloud Support Service - IndiQube Miniforest,1st Main Rd, Sarakki Industrial Layout, Dollar Layout, 3rd Phase, J. P. Nagar, Bengaluru, Karnataka 560078.

Any query and grievance that you may have in relation to processing of your information may be addressed to the grievance officer at dpo@ovh.com.

Client: By registered letter with acknowledgment of receipt at the postal address provided by the Client in its Client's account or by email at the email address indicated in its Client account.

11.8. Advertising and promotion. Unless otherwise decided by the Client via the form available for such purpose in its Management Interface, OVHcloud is allowed to mention its commercial relationship with the Client in its usual course of business towards clients and prospects. Any other mention by OVHcloud about the Client, and any other use of signs (logos, trademarks, etc.) notably for advertising purposes, exhibitions, conferences and in specialised publications for market professionals, as well as in its brochures, commercial documents and OVHcloud website is submitted to Client's prior consent.

11.9. Admissible evidence. It is expressly agreed that the data of the OVHcloud information system or of its subcontractors, such as login logs, consumption records, order and payment summaries, Incident reports or other reports, can be used as evidence vis-à-vis the Client, and are deemed as admissible including in the context of legal disputes.

11.10. Computation of time. Time periods shall be calculated in calendar days and are counted starting on the next day of the event triggering them.

11.12. Survival. Notwithstanding the expiry of the term or early termination of this Contract, the provisions of Articles "Confidentiality", "Responsibility", "Intellectual Property", "Notices", "Jurisdiction and Applicable Law" of the Contract which, by their nature or as a result of specific provisions, extend beyond the term or this termination, both for the Parties and for their assignees, until their respective expiry dates.

11.13. Language. The Parties hereto have specifically requested that the Contract and any documents relating thereto be written in the English language.

12. JURISDICTION AND APPLICABLE LAW

12.1. Jurisdiction. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach termination or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration Act, 1996, as amended from time to time. The arbitration shall be conducted in accordance with the procedure laid down in the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Bengaluru. There shall be a sole arbitrator who shall be appointed by the SIAC. The language to be used in the arbitral proceedings shall be English with the arbitration award to be final and binding on both Parties to any such proceeding with any such award to be enforceable in any court of competent jurisdiction. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

12.2. Applicable law. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations)

shall be governed by and construed in accordance with the laws of India without giving effect to principles of conflict of laws that would require the application of any other law.

12.3 Prior to the invocation of the jurisdiction Clause 12.1, the Parties shall make an attempt to amicably resolve the disputes arising out of and in relation to this Contract within a period of 14 days failing which the Parties may proceed in terms of Clause 12.1.

13. DEFINITIONS

"Affiliate" means with respect to each Party, any entity which is (i) directly or indirectly controlled by such Party, (ii) directly or indirectly controlling such Party, or (iii) under the same direct or indirect control as such Party, provided that ''control'' means (a) the ownership of fifty percent (50%) or more of the voting rights or other ownership interest in an entity, or (b) the ability to direct the business affairs or the composition of the board of directors or equivalent body of another entity, whether through the ownership of voting rights, by contract or otherwise.

"Client Account" (or Nic or Nichandle) means reference Account/Client login allowing the Client to subscribe to OVHcloud Services.

"**Content**" means information, data, files, systems, applications, websites and other items which are reproduced, hosted, collected, stored, transmitted, distributed, published, and more generally used and/or operated by the Client within the scope of the Services.

"Incident" means any event which causes or is likely to cause an interruption or disruption of the Services provided to the Client by OVHcloud.

"Infrastructure" means all physical and virtual elements belonging to the OVHcloud Group or under its responsibility, made available by OVHcloud in the context of the Services, such as for instance network, bandwidth, physical resources and software and/or applications.

"**Sanctions List**" means list of persons, companies and entities sanctioned pursuant to Directive (EU) 2015/849 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing as amended by Directive 2018/843 of 30 May 2018 or pursuant to other legislative acts with that respect.

"Management Interface" or "Manager" means interface made available by OVHcloud, accessible by Client remotely after authentication (by login and password).

"Order" means any subscription to Services by the Client.

"**OVHcloud Elements**" means all elements (including software, data, Infrastructure, documents, etc.) made available to the Client by OVHcloud as part of the Services pursuant to this Contract.

"**OVHcloud Support**" means OVHcloud team responsible for assisting the Client and handling Incidents.

"**OVHcloud Website**" means OVH LTD website accessible at www.ovhcloud.com or any other derivative website belonging to one of its Affiliates.

"Services" means any services, such as the use of products, OVHcloud Elements (infrastructure, network, etc.) and access to support, provided by OVHcloud to Client under the Contract.

"Specific Terms of Service" means the document describing one or more Services provided by OVHcloud, setting out the terms and conditions of performance and use specific to such Service(s), and published on OVHcloud Website or available to the Client upon request to OVHcloud Support.

"Terms of Service" means the most recent version of the terms and conditions applicable to Orders, including but not limited to the General Terms of Service and the Specific Terms of Service applicable to relevant Services, available on OVHcloud Website or upon request to OVHcloud Support.

"Third Party Products" means any product (such as an operating system, application, firewall, or hardware component) developed and owned by a third party and made available to the Client by OVHcloud, or that the Client has directly or indirectly procured from such third party.

"Third Party Product Terms of Use" means contractual terms specific to the use of Third-Party Product made available by OVHcloud in connection with the Services.

"Third-Party Providers" means third parties including but not limited to, energy providers, network providers, network interconnection point managers or collocated datacenters, equipment and software providers, carriers, technical providers, security companies.

"User(s)" means the Client and any other person(s) accessing or using the Services (including access to or use of any products configured within the Services by OVHcloud, the Client, its own clients or any third party) under the responsibility of the Client.

14. PROVISIONS APPLICABLE TO CONSUMERS

These provisions apply only to Clients who are considered consumers under applicable consumer protection legislation and supplement the other provisions of these General Terms of Service, which remain fully applicable to said Clients subject to the provisions to which article 14.2 below expressly derogates.

14.1. Additional stipulations. This section 14.1 supplements the other provisions of these General Terms of Service, which remain fully applicable to Clients consumers.

14.1.1. Provision of the Services. OVHcloud undertakes to deliver the Service to the Client within the timeframe indicated on the Order. If no timeframe has been indicated or if there is no agreement on the delivery date, OVHcloud shall provide the Service within fifteen (15) days following OVHcloud confirmation of the Order. Should the Service not be provided with the aforementioned time, the Client may request the cancellation of the Order by registered letter with acknowledgement of receipt or by creating a ticket through its Management Interface indicating in the subject message "Termination for non-delivery of the Services". Amounts paid in advance by Client for these canceled Services shall be refunded within fourteen (14) days following the Order cancellation.

14.1.2 Right of cancellation.
Client may exercise this right, without having to justify its reasons nor pay any penalties other than any return fees, within a period of fourteen (14) days from the day after the Order. The cancellation right shall be exercised before the expiry date aforementioned either via the form available for such purpose in the Management Interface or by filling the following cancellation form and addressing it to OVHcloud by registered letter with acknowledgement of receipt, or by any other declaration clearly expressing its wish to exercise this right.

Cancellation form:

"To the attention of OVHcloud (Support Service), IndiQube Miniforest,1st Main Rd, Sarakki Industrial Layout, Dollar Layout, 3rd Phase, J. P. Nagar, Bengaluru, Karnataka 560078, India:
I / we (*) hereby notify you by means of the present letter of my / our (*) revocation of the contract governing the following sale of goods / provision of services (*):
Ordered the / received the (*):
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only in case of notification using the paper form):
Date:
(*) delete as appropriate."

The right of cancellation, when legitimately exercised, allows the Client to obtain a refund of the sums paid to OVHcloud for the Services concerned by the exercise of said right, subject to any reduction that OVHcloud may apply to reflect the value of the Services actually received by the Client at the time that it exercises its right to cancel. OVHcloud will make such refund using the same means of payment used for the initial transaction, unless the Client has expressly agreed otherwise. Client cannot exercise its right of cancellation for Services which have been fully performed before the end of the cancellation period or for goods and Services manufactured according to the consumer's specifications or clearly customised. Therefore, the Client is informed when placing the Order and is invited to waive its right of cancellation in such circumstances.

14.1.3. Complaints. All complaints regarding OVHcloud Services may be addressed to the following grievance officer of OVHcloud appointed as required under the Consumer Protection (E-Commerce) Rules, 2020:
https://www.ovhcloud.com/en-in/contact-sales/

The complaint will be redressed by the grievance officer of OVHcloud within one month from the date of receipt of the complaint.

14.2. Overriding stipulations. The following provisions replace the provisions of these General Terms of Service to which they expressly derogate.

14.2.1. (derogates article 3.8) Updates to Services**.** OVHcloud may, at its sole discretion, modify the Services at any time, and add, modify or remove Services ranges, options or features, as well as upgrade their performance. Services are described online on the OVH Website. The Client is responsible for keeping abreast of any updates to the Services, which are immediately applicable to any new Orders. Concerning the Services in use by the Client, the latter shall be informed by email or via its Management Interface of any substantial updates which are of a nature to downgrade said Services, at least thirty (30) days before their implementation. Nevertheless, modifications to Third Party Products and urgent cases (such as security risks, or legal or regulatory compliance updates) may result in immediate modifications to the Services. In case of any update that downgrades existing Services (removal of functionality, performance downgrade, etc.), the Client may terminate the relevant Services by registered letter sent to OVHcloud address indicated at the section 14.1.3. "Complaints" or through a form provided for in its Management Interface, within four (4) months from the date the relevant update is implemented.

14.2.2 (derogates article 8.1) Price of Services. The prices of the Services invoiced to the Client are those in effect at the time of that the Client submits the Order, as published on the OVHcloud Website, and will include GST upon Client placement of the Order. The prices may also be communicated to the Client upon request from the Client to OVHcloud Support. Unless

stipulated otherwise, all prices are in INR. OVHcloud offers different rates depending on the type of Service (monthly flat-rate, yearly flat-rate, per-use pricing, etc.). These may be linked to a commitment to a particular period of time and/or a specific method of invoicing. Should several prices be available for the same Service, the Client may select the one of its choice when submitting its Order. Some Services are only available for business Clients, not for individual consumers. The prices of these Services are listed exclusive of any tax. In the absence of a special pricing mechanism, the prices of the Services shall be deemed to include the cost of acquiring the licenses and rights to use the tools, software and Operating Systems provided by OVHcloud and/or which are made available to the Client in the provision of the Services. The Client is responsible for acquiring and fulfilling its obligations in respect of all licenses and usage rights that are necessary to operate or make use of the Content within the scope of the Services. The methods for calculating the prices of the Services, as well as the billing units, are defined on the OVHcloud Website and in the applicable Specific Terms of Service. Each billing unit begun shall be invoiced and due in full. The Client is responsible for taking note of this before submitting its Order. Some Services shall incur additional installation or activation costs.

14.2.3. <u>(derogates article 8.2) Changes to prices</u>. OVHcloud reserves the right to change its prices at any time. Pricing changes are immediately applicable to any new Orders. For Services in use at the time of an increase in their price, the Client shall be informed of the change by email at least thirty (30) days in advance. In such case the Client, upon notification of said increase, has the right to terminate the impacted Services within four (4) months without penalty. Such termination shall be notified by registered letter with acknowledgement of receipt sent to OVHcloud address indicated at the section 14.1.3. "Complaints" or through a form provided for such purpose in the Management Interface.

14.2.4. <u>(derogates article 8.5) Default or late payment</u>. If the Client fails to make any payment due to OVHcloud under the Contract by the due date for payment, then, the Client shall pay interest on the overdue amount at the rate of 1% (one percent) per annum above the Reserve Bank of India's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. Furthermore, as a result of such default or late payment persisting for more than (4) calendar days after notification sent to the Client by email, without requiring any additional notification or formal notice, (a) all of sums remaining due by the Client under the Contract shall become due regardless of their payment terms, and (b) OVHcloud shall have the right, immediately without prior notice, to suspend and all or part of the Client Services (including those which have been paid for), to refuse any new Order or renewal of Services and to terminate all or part of the Contract.

14.2.5. <u>(derogates article 11.4) Entire agreement.</u> The Contract is made up of the Terms of Service which comprise the entirety of the Contract entered into between the Client and OVHcloud and exclude any general terms and conditions of the Client and any other prior documents, agreements, or discussions. OVHcloud may, at any time and by right, amend the Terms of Service in effect. Such amendments are immediately applicable to every new Orders. About those Services in use, the Client shall be notified via email or through its Management Interface of any amendment to the Terms of Service in effect. Changes to the Terms of Service are in effect within thirty (30) calendar days from the date the aforementioned notification is sent. Notwithstanding the Third-Party Product Terms of Service and legal and regulation compliance may be immediately applicable. The Client may terminate the affected Services by within four (4) months from the new Terms of Service in effect. Such termination shall be notified via

registered letter with acknowledgement receipt, or the form provided in the Management Interface.