

SPECIFIC CONDITIONS OF SERVICE OVHcloud Public VCF as-a-Service

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Changes:

This updated version aims to:

- New naming of the Service : Managed VCD is now known as OVHcloud Public VCF as-a-Service or OVHcloud Public VMware Cloud Foundation as-a-Service,
- The bandwidth available per Organisation for public connectivity is limited to a maximum of 5 Gbps,
- Clarifications of terms.

History:

The previous version of this document is available [here](#).

CONTENT

1. WHAT IS IT ABOUT?.....	1
2. DEFINITIONS	2
3. WHAT DOES THE PUBLIC VCF AS-A-SERVICE COMPRISE?.....	3
4. MICROSOFT OPTION	5
5. MANAGED VEEAM FOR VMWARE CLOUD DIRECTOR BACKUP OPTION	6
6. HOW DO I ACCESS THE SERVICE?.....	8
7. WHAT ARE THE LIMITATIONS OF THE SERVICE?	9
8. WHAT ARE THE TERMS OF USE OF THE SERVICE?.....	9
9. LIMITATIONS AND RESTRICTIONS	11
10. BUSINESS CONTINUITY	12
11. BACKUPS.....	12
12. WHAT ARE SERVICE LEVEL AGREEMENTS (SLAS) AND SERVICE CREDITS?.....	12
13. DURATION, RENEWAL AND END OF SERVICE	14
14. WHAT ARE THE FINANCIAL TERMS OF THE PUBLIC VCF AS-A-SERVICE?	16
APPENDIX 1	17
SPECIFIC CONDITIONS FOR MIGRATING FROM THE HOSTED PRIVATE CLOUD VMWARE ON OVHCLOUD SERVICE	17

1. WHAT IS IT ABOUT?

These SC and their appendices set out the terms of use and the financial conditions applicable to the service called OVHcloud Public VCF as-a-Service (hereinafter the “**Public VCF as-a-Service**”) and its options. They supplement the current GTS, which are also applicable to the Service.

2. DEFINITIONS

The terms beginning with a capital letter in these SC are defined below and in the other contractual documents that comprise the Contract concluded between the Client and OVHcloud.

“Client Network”: Resources external to the OVHcloud Infrastructure used by the Client to communicate with the resources provided by OVHcloud. These may be the Client’s own resources or resources provided and/or hosted by third parties on the Client’s behalf.

“Host Server(s)”: A physical server hosted within a Datacenter and integrated into the Infrastructure. Its computing power is made available to one or more Clients as part of the Service.

“IaaS”: Infrastructure as a Service.

“Image(s)”: An image is a pre-defined configuration of an operating system (for example: Windows, Linux) that can be used to quickly and easily deploy new systems in a computing environment.

“Organisation”: A virtual private space provided by the VMware Cloud Director software, which is the software on which Public VCF as-a-Service is based. The Organisation groups together all of the Virtual Datacenters used by the Client to host its Virtual Machines.

“OVHcloud Connect”: Connectivity to the OVHcloud internal dedicated network (**“Backbone”**) provided to a Client at one or more OVHcloud points of presence. OVHcloud Connect allows the Client to connect its own Client Network (i.e. its own Infrastructure and IT resources and/or the third-party Infrastructure and the resources it uses) to its OVHcloud Connect.

“OVHcloud Public VCF as-a-Service” or “OVHcloud Public VMware Cloud Foundation as-a-Service”, “Public VCF as-a-Service” (previously, “Managed VCD”): Virtual Datacenter(s) hosted on the Infrastructure. Public VCF as-a-Service operating with VMware Cloud Director. This Public VCF as-a-Service is managed by the Client through its Control Panel and Virtualisation Interface.

“Plugin”: A software component that integrates with a main application or system to extend its functionality or to add specific features without changing the basic program. As part of the Backup Option, the Plugin developed by Veeam makes it possible to manage Backups within the VMware Cloud Director Tenant Portal.

“Range”: Level of functionality available within a Virtual Datacenter added to the Client’s Organisation, the different levels being listed in Article 3.2.1 of this document. Each Virtual Datacenter has a corresponding Range.

“S3-compatible Object Storage”: A Content storage system that organises information into objects, each object containing Content or data, metadata, and a unique identifier. It is designed to store large amounts of unstructured Content or data. It offers high scalability and is based on a shared Infrastructure.

“Storage Space”: Storage resource made available in a Client’s Virtual Datacenter via the VMware vSAN hyperconverged Storage Solution, as defined in Article 3.3.1 hereof, or via a shared storage Infrastructure based on OVHcloud products.

“Thread”: A Thread on a processor is a processing unit that enables concurrent execution of tasks on the same physical processor core.

“Virtual Central Processing Unit” (or vCPU): A virtual processing unit allocated to a VM and running on a Host Server. Each vCPU is part of a physical CPU’s resources, which is assigned to a VM to enable it to process instructions and execute computing operations.

“Virtual Datacenter” or “vDC”: Software service in the VMware software suite. A Virtual Datacenter (vDC) is a pool of computing resources (CPU power, RAM memory capacity), storage resources and virtualised networks (Internet and VPN network access, firewall, load balancer) enabling a secure network architecture to be established. An Organisation groups together one or more vDCs.

“Virtual Hosts” (or “vHosts” or “Packs”: A set of computing power resources expressed as a quantity of Gigahertz (or vCPU) on the one hand and GB of RAM on the other, that can be allocated to a Virtual Datacenter.

“Virtual Machine” or “VM”: A non-physical server that uses the resources of the Virtual Datacenter and is installed on the Infrastructure. Each Virtual Machine is managed independently from the others in the Client’s Virtual Datacenter.

“Virtualisation”: Technology that consists of running several operating systems, Virtual Machines or applications on the same physical server.

“Virtualisation Interface”: Third-party software provided by OVHcloud that allows the Client to manage its Public VCF as-a-Service and associated services, particularly to create and manage its Virtual Machines.

“VMware Cloud Director” or “VCD”: Refers to cloud management software. It enables the creation, management and deployment of large-scale virtualised IT resources. Its advanced features, such as resource management, software network management and enhanced security, enable the management of complex cloud environments.

“VMware Cloud Director Tenant Portal”: The VMware Cloud Director Tenant Portal is a management interface provided by VMware that allows service users to manage and provision the resources allocated to their Virtual Datacenters.

“VMware Cloud Foundation”: The VMware Cloud Foundation provides a cloud platform for traditional and modern enterprise applications. Based on a stack defined by proven and complete software including VMware vSphere, VMware vSAN, VMware NSX, VMware Aria.

“Veeam Data Platform”: A set of Third-Party Products provided by Veeam, which enable the backup and restoration of Virtual Machine(s) or Content.

“vRack”: One or more Virtual Local Area Networks (**“VLANs”**) set up on the Backbone consisting of resources (Servers, Storage Spaces, etc.) provided to a Client by OVHcloud. Resources physically located in different geographically distant Datacenters can be connected to vRack. Some OVHcloud products are not compatible with vRack; compatibility information is available on the product pages of the Website.

3. WHAT DOES THE PUBLIC VCF AS-A-SERVICE COMPRISE?

3.1 General Information

The Public VCF as-a-Service is a managed IaaS service in the nomenclature of VMware on OVHcloud Services.

As part of this Service, the Client can through an Organisation create one or more Virtual Datacenter(s) via its Control Panel. For each Virtual Datacenter, the Client has a quantity of resources allocated to it (**“Resources”**). The Client can use them autonomously in order to create and use its Virtual Machines using VMware Cloud Director software.

There are three types of Resources allocated to a Virtual Datacenter:

- Computing power, expressed in gigahertz or vCPU, and in quantity of RAM,
- Storage capacity, expressed in GB or TB,
- Connection to private or public networks.

Resources allocated to a Virtual Datacenter may come from shared or dedicated components depending on their nature and the consumption model chosen by the Client.

In both cases, OVHcloud guarantees the Client the ability to use the Resources allocated to its Virtual Datacenter(s) at any time, as specified in the SLAs in Article 12 below.

OVHcloud provides full operational management of the Infrastructure (capacity management, redundancy, etc.) and the VMware Cloud Foundation software layer (version upgrades, security updates, etc.).

All of the features of the Service are listed on the Website.

3.2 Organisation, Virtual Datacenter & Virtual Hosts

3.2.1 Description

As part of the Service, the Client benefits from:

- An Organisation for each Virtual Datacenter for which the Public VCF as-a-Service has been subscribed.
- Within this/these Organisation(s), a Virtual Datacenter with a quantity of Resources equivalent to all of the Virtual Hosts ordered by the Client.

The Client is able to adjust the quantity of GHz allocated per vCPU in order to optimise the use of available computing power in line with its needs.

OVHcloud offers several Public VCF as-a-Service Ranges:

- **Public VCF as-a-Service Standard:** A range of vDCs with basic Virtual Machine management features.
- **Public VCF as-a-Service Advanced:** A range of vDCs with advanced network security features.
- **Public VCF as-a-Service Premium:** A range of vDCs with advanced network security features and vSAN hyperconverged storage.

Details on the Public VCF as-a-Service Ranges are available on the Website.

As part of the development of its Service, the Client may subscribe to:

- Additional Virtual Hosts to increase the computing power of its vDC; and/or
- Additional Storage Space to increase the storage capacity of its vDC; and/or
- Additional IP Addresses to increase the IP addresses blocks capacity.

Details on Virtual Hosts, Storage Spaces, network management features and IP Addresses blocks are available on the Website. Additional IP Addresses Services are subject to dedicated SC.

3.2.2 Consumption model

All computing power Resources are consumed as Virtual Hosts.

- Virtual Hosts services are purchased on a monthly subscription basis.
- A Virtual Host's Resources are reserved to the Client.
- 100% of a Virtual Host's Resources are billed to the Client.

3.3 Storage

3.3.1 Description

Subject to availability, the Client will choose between three types of storage capacity that can be provided within a Virtual Datacenter:

- **Standard Storage Space:** Reserved Storage Space, connected to the Infrastructure via the NFS protocol, based on a shared storage Infrastructure, with a minimum of 250 IOPS/TB.
- **Performance Storage Space:** Reserved Storage Space, connected to the Infrastructure via the NFS protocol, based on a shared storage Infrastructure, with a minimum of 1,000 IOPS/TB.
- **vSAN Storage Space:** High-performance hyperconverged Storage Space (based on VMware vSAN technology) reserved on a shared Infrastructure.

3.3.2 Billing model

For Storage Spaces of the Standard or vSAN type, all orders are based on a monthly subscription. 100% of the capacity ordered is reserved and billed.

3.4 Networks & Security

3.4.1 Network management and security features

As part of the Service, the Client has access to a set of network management and security features via the VMware Cloud Director Tenant Portal. The features available depend on the Service Range subscribed to.

- The Service Standard Range includes basic network management features (distributed and non-distributed routing).
- The Service Advanced and Premium Ranges also include security features such as the North-South gateway firewall and the distributed firewall.

As part of the Service, the Client has its own secure private network that allows it to connect all the Resources managed within a Virtual Datacenter.

3.4.2 Public connectivity

As part of the Service Standard Range, the Client has public connectivity allowing it to connect its Virtual Datacenters to the internet using the vRack. By default, bandwidth is limited to 5 Gbps (refer to Website for available additional options).

As part of the Service Advanced and Premium Ranges, the Client orders IP Public Blocks and attaches them to gateway firewall. By default, bandwidth is limited to 5 Gbps without any additional fees. The setting and of Public connectivity may differ according to the range of Service chosen by the Client as specified in the OVHcloud Documentation.

3.4.3 Public IPs

As part of the Service, the Client may optionally subscribe to public IP addresses blocks as defined in the description of the “Additional IP Addresses” service on the Website.

To ensure the proper functioning of the Service, the Client is the sole manager and responsible for its IP address resources.

3.4.4 vRack

vRack allows the Client to connect all or part of the services provided by OVHcloud - such as the Service, including Resources located in multiple environments and/or geographically remote Datacenters.

The Client is solely responsible for administering its vRack Resources deployed on it. The Client determines the composition of the vRack (connected Resources) and its logical configuration (logical network and subnetwork architecture). The Client manages its vRack directly via its Control Panel. The Client may connect its own Infrastructure and external Resources to its vRack, through the OVHcloud Connect service subject to its dedicated Specific Terms.

4. MICROSOFT OPTION

4.1 What is the Microsoft Option?

As part of the Public VCF as-a-Service , the Client may subscribe to the optional Microsoft license service (“**Microsoft Option**”).

Microsoft licenses are available from Virtual Machine Images available in the catalogue of the VMware Cloud Director Tenant Portal. The Images available concern the respective editions of Microsoft Windows Server and Microsoft SQL Server Third-Party Products.

4.2 What is the consumption model?

The Microsoft Option is invoiceable monthly if a Virtual Machine using these licenses is active in the Virtual Datacenter, regardless of the use duration.

- For Microsoft Windows Server, billing is based on the number of vCPUs assigned to the active Virtual Machine.
- For Microsoft SQL Server, billing is based on the number of vCPUs assigned to the active Virtual Machine, with a minimum of 4 vCPUs billed.

4.3 What are the limitations of the Microsoft Option?

There may be limitations, especially with regard to the catalogue of available operating systems versions. These are set out in the documentation available on the Website.

The Client agrees to respect them and to remain informed of their developments.

The Microsoft Images provided are hosted on OVHcloud Infrastructures. Access to the Images may be restricted or subject to specific terms of use, security, or license. Images availability can be affected by planned or unplanned maintenance operations that can result in temporary outages or degraded performance. Synchronising Images on the Infrastructure can also result in temporary downtime of around a few minutes. OVHcloud shall inform the Client in advance of any planned maintenance that could impact access to the Images.

5. MANAGED VEEAM FOR VMWARE CLOUD DIRECTOR BACKUP OPTION

As part of the Public VCF as-a-Service, the Client may, from its Control Panel, subscribe to the optional Managed Veeam for VMware Cloud Director backup service (“**Backup Option**”).

The Backup Option is a managed IaaS service, part of the VMware on OVHcloud Services list. The Backup Option allows the Client to back up the Virtual Machines in its VMware Cloud Director environment, as well as the Contents stored on them (“**Backup**”). This Backup feature is integrated into the VMware Cloud Director Tenant Portal in the form of a Plugin.

All of the features available on the Backup Option are on the Website.

5.1 What is the Backup Option?

The Backup Option allows the Client to benefit from access to the Veeam Data Platform Plugin, through the VMware Cloud Director Tenant Portal, to perform Backup jobs. The Backup Option is activated at VMware Cloud Director Organisation level for all of the Virtual Datacenters comprising that Organisation. Once the Backup Option is activated on the Client’s Organisation, it will be the only one available for the Backup of all of its Virtual Machines.

The Client must create Backup jobs with a certain storage period and select the Virtual Machines that it wants to back up.

OVHcloud provides full operational management of the Veeam Data Platform solution (capacity redundancy management, etc.).

To benefit from copying its Content in another Region, the Client must use the Silver Repository or the Gold Repository, in accordance with Article 5.2 below.

Some countries where the Backup Option is available only have one Region. In these circumstances, the Client’s Content is required to be copied in a Region located in another country. The Client must consult the technical

documentation available on the Website in order to find out the location of the Region in which the copy of its Content is made.

The Bronze Repository does not allow a copy of the Client's Content(s) in a second Region.

Every night, Backups are launched automatically. In the event of an error on a Virtual Machine Backup, the Veeam Data Platform will retry three (3) times with several minutes in-between each attempt. No checks are carried out on the integrity of the Backup or the Content. OVHcloud is only bound by an obligation of means with regard to the performance of this consistency check. In the event of the failure of this check, or corruption of the backed-up or duplicated Content, OVHcloud's responsibility shall be assessed in consideration of its obligation of means.

5.2 What is the Backup Option consumption model?

The Backup Option is invoiceable monthly when a Virtual Machine is added to a Backup job. Each Virtual Machine added to a Backup job is invoiced for a minimum duration of one full month.

The Backup Option allows the Client to create the Backup jobs itself, and to define a Content storage duration for each of them. Backup job is based on three (3) types of repositories, based on S3-compatible Object Storage, invoiceable per GB used:

- Bronze Repository: This repository is present in the Public VCF as-a-Service Region; it does not allow a copy of the contents in a second Region.
- Silver Repository: OVHcloud uses a Veeam feature, the Scale-out Backup Repository (“**SOBR**”), with a location as close as possible to the Managed VCD environment, with a copy in another Region. On completion of each Backup job, the contents are copied to the second Region.
- Gold Repository: It is also configured with a Veeam SOBR that allows Content to be copied to a second Region on completion of each Backup job. On this SOBR, Immutability is activated with a fourteen (14)-day setting. This Repository must be activated via the Control Panel in order to be visible in the Veeam Plugin via the VMware Cloud Director Tenant Portal.

All the features available on the Backup Option are on the Website.

5.3 What are the terms of liability for the Backup Option?

OVHcloud is subject to a simple obligation of means with respect to the Backup Option. OVHcloud's liability in this regard is limited as described in the GTS.

The Client is solely responsible for the use of the Backup Option, and in particular (a) for selecting the Virtual Machines of the Organisation that it wishes to back up, (b) for the Contents concerned for the Backups, (c) for checking that the Backups are performed properly, (d) for checking the integrity of the Backups using the tools that the Client considers appropriate, and, (e) in the event of failure, for implementing a new Backup operation, by contacting Support if necessary. OVHcloud does not manage Backup or recovery operations performed as part of the Backup Option.

The Client agrees to indicate as soon as possible the discovery of a malfunction, error or vulnerability in the Backup operation.

The Client shall ensure that it holds the necessary rights and that it is in compliance with the regulations in force. The Client is reminded that OVHcloud has no knowledge of the Content and the activities for which the Client uses the Backup Option. The Backup Option may be suspended and interrupted in accordance with the provisions of the GTS and these SC.

5.4 Termination of the Public VCF as-a-Service or Backup Option

In the event of deletion, reinstallation or configuration change of a Virtual Machine or a Backup, as well as in the event of termination or non-renewal of the Public VCF as-a-Service or Backup Option, all Backups (including the Contents and information they contain) are automatically and irreversibly deleted after fourteen (14) days.

Before starting these tasks, as well as before the expiry date of the Backup Option or the Public VCF as-a-Service , the Client must back up or transfer its Virtual Machines (including the Contents and information that they contain) to other devices, in order to avoid any loss or alteration.

5.5 Division of tasks and responsibilities between the Client and OVHcloud concerning the Backup Option

Backup	OVHcloud	Client
Virtual Machine and Client Content		X
Backup Repository available	X	
Veeam Data Platform maintenance	X	
Veeam Data Platform deployment	X	
Backup of Virtual Machine Content		X
How the Backup Option works?		
Administration (via Plugin)		X
Infrastructure availability	X	
Creating Backup jobs		X
Testing the integrity of Backups		X
Deleting Backup jobs		X
Reversibility		
Retrieving Content		X
Deletion of Content when the Backup Option is cancelled	X	

6. HOW DO I ACCESS THE SERVICE?

6.1 Control Panel

Like all of the services provided by OVHcloud, the Public VCF as-a-Service is available in the Control Panel. The Control Panel allows the Client to manage all of its subscriptions to the Service, in particular:

- Having an inventory of the services subscribed to and managing their renewal or cancellation.
- Accessing the VMware Cloud Director Tenant Portal management interface
- Managing the capacity of the Services subscribed to (addition/deletion of Resources on the vDCs).
- Managing the activation/deactivation of optional services.

6.2 Virtualisation Interface

The Public VCF as-a-Service is based on features inherent in the products of the VMware Cloud Foundation software suite and the VMware Cloud Director software, both published by OVHcloud partner VMware by Broadcom. OVHcloud integrates these software programs in accordance with the specific conditions defined by VMware by Broadcom®.

All VMware Cloud Foundation® software suite products are hosted on Resources managed directly by OVHcloud. As part of the Service, OVHcloud provides the Client with access to the VMware Cloud Director Tenant Portal.

The VMware Cloud Director Tenant Portal has a set of features that allow the Client to manage its Resources and deploy its application resources autonomously. All configurations done in this context are the sole responsibility of the Client.

6.3 APIs

As part of the Service, the Client benefits from the VMware Cloud Director Tenant Portal API provided by the Third-Party Product vendor, VMware by Broadcom, to facilitate the integration of VMware Cloud Director software capabilities with a third-party application.

The use of the APIs is the sole responsibility of the Client.

7. WHAT ARE THE LIMITATIONS OF THE SERVICE?

The Public VCF as-a-Service may include technical limitations (including, but not limited to, the number of Virtual Datacentres within the VMware Cloud Director organisation, the number of edge gateways, and the number of Virtual Machines). These limitations are, where applicable, set out in the documentation available on the Website.

The Client agrees to comply with these limitations.

8. WHAT ARE THE TERMS OF USE OF THE SERVICE?

8.1 Eligibility

Subscriptions to the Public VCF as-a-Service are reserved for Business Clients who are not covered by current consumer law. By way of derogation from the provisions of the GTS, the cancellation terms applicable to Clients covered by consumer law do not apply to the Service.

8.2 Subscription

In addition to the initial configuration provided as part of the Service, the Client may also add additional resources and services, which may consist of an additional Virtual Host, Storage Space or detailed options on the Website.

For each Virtual Datacenter, the Client may subscribe to additional resources (increased computing power or Storage Spaces) to meet ad-hoc or long-term needs. The Client may choose to be invoiced for the current full month or, where possible, only for the hours that these resources are used.

8.3 Applicable Conditions

The Public VCF as-a-Service is subject to the Contract, and in particular to these SC, the GTS and the applicable Third-Party Product terms.

The Public VCF as-a-Service must be used in accordance with the latest version of the aforementioned Contract.

8.4 Client liability

The Client is solely responsible for its use of the Service, particularly in terms of managing the keys that enable it to manage logins/authorisations and access to the Service, the use of APIs, software and tools made available by OVHcloud, managing its subscriptions, and managing the Content used as part of the Service. The Client must possess the necessary technical knowledge and skills and familiarise itself with the Public VCF as-a-Service features before using them. The Customer thus confirms that it has the range of technical knowledge required to properly manage a Virtualisation service like OVHcloud Managed VCD.

OVHcloud merely manages the Infrastructure and is responsible for the energy supply and network connection of the Client's Virtual Datacenters.

The Client is the sole manager of the Virtual Datacenters and Storage Spaces made available to it.

The Client agrees to use the Public VCF as-a-Service responsibly, particularly the allocated network resources, and is responsible for ensuring that it has sufficient resources to allow the proper functioning of its Virtual Machines.

8.5 Maintenance

To ensure that the Services are working properly, OVHcloud carries out maintenance operations. The Client will be informed of any planned maintenance operations that may have an impact on the use of the Service. This notification may be communicated either by email to the address that the Client provided in its Control Panel, or by publication on the OVHcloud status page of the Website, or by contacting the Client directly by phone or by any other means. These communications shall clearly describe the type of maintenance planned.

8.5.1 Types of Maintenance

There are three (3) types of maintenance operations that can be performed by OVHcloud:

- a) **Emergency changes** for critical events. This type of maintenance is defined as updates, patches and/or modifications to the Infrastructure, hardware, firmware, software or any other component. The consequences of not applying this maintenance could include:
 - i. loss of compliance with security certifications;
 - ii. endangering the security and stability of the system;
 - iii. exposure to critical vulnerabilities;
 - iv. loss of service to a wider clients base;
 - v. loss of data (belonging to OVHcloud or to the Client).

Once OVHcloud becomes aware of the problem with a clear understanding of the impact and analysis/confirmation from its security teams, the relevant information is shared with the Client, confirming that OVHcloud is working on a solution. Within hours of this first communication, the Client is informed of the process that will be followed, when and how it will be applied to the environment, the measures to be taken, and the impact level for the Client, ranging from a minor impact on a given component to a major impact resulting in the interruption of one or all components.

As it is impossible to predict how many critical vulnerabilities will be revealed at any given time during a calendar month, there is no limit to the number of emergency changes that may be performed. Due to the criticality of the tasks to be performed, these can be undertaken at any time during the calendar month. In cases where OVHcloud relies on a Third-Party Product supplier to provide a solution or fix, OVHcloud shall then extend this period to provide the complete fix to include the time required by the Third-Party Product supplier.

- b) **Standard**. These maintenance tasks are not critical or urgent. They are of medium criticality and may only apply to the Client or to all OVHcloud clients, but do not pose a security threat or a loss of compliance risk. They shall be communicated to the Client at least seventy-two (72) hours in advance. These tasks may or may not cause downtime, but it is recommended that the Client make arrangements in advance to avoid

any potential downtime. The change advisory committee (an internal body at OVHcloud) must approve these changes.

- c) **Minor.** These tasks have little or no impact on the Client. They can have a criticality level ranging from low to high. The Client will be informed at least seventy-two (72) hours in advance. These tasks are subject to the appropriate change advisory committee process for approval. There is no limit to the number of tasks that can be performed.

As maintenance is a vital element of the Service's maintainability and stability, it is important that the Client does not add any configurations to its Infrastructure that could hinder maintenance processes. If this happens, OVHcloud (a) shall not be responsible for the consequences of these configurations or for their alterations, in accordance with the provisions of this paragraph, (b) shall not be required to pay Service Credits in the event of Service downtime/unavailability for the period during which OVHcloud was unable to perform maintenance operations, and (c) will inform the Client by email or telephone that a certain configuration is blocking maintenance actions, and request the removal of the configurations within seven (7) days. If, after seven (7) days the configurations are not removed, OVHcloud is authorised to remove the configurations and carry out maintenance, while informing the Client that the configurations have been altered.

During maintenance, actions may lead to on-the-fly changes to the Infrastructure, such as moving Virtual Machines to Host Servers. OVHcloud will inform the Client of actions taken on the Infrastructures by email or on the OVHcloud Status page of the Website. If the actions cause instabilities in the Client's production, and it is determined that the Client's production is not compatible with the on-the-fly actions, OVHcloud cannot be held responsible for service impacts on the Client's production.

OVHcloud provides updates to the various software components that enable the provision of the Public VCF as-a-Service, in particular the components of the VMware Cloud Foundation and VMware Cloud Director Third-Party Products. The updates made are those issued by the various software publishers, in accordance with the Third-Party Product terms in force.

However, in the event of a major change to a component and/or where its implementation would have a definite impact on the Client's production, the Client would be responsible for implementing the change and the update could lead to a change in the price of the Service.

The Client is solely responsible for the maintenance and updates of the systems and applications that it installs on the Virtual Machines, which are outside the scope of OVHcloud.

The Client acknowledges that the Public VCF as-a-Services are provided at the sole discretion of OVHcloud, its partners and the Third Party Product providers who supply the solutions used as part of the Public VCF as-a-Service in accordance with their own schedules.

9. LIMITATIONS AND RESTRICTIONS

The Client acknowledges that, for security reasons, certain features and protocols (such as peer-to-peer file sharing) may be subject to restrictions as part of the Service. The use of proxies and anonymisation services is strongly discouraged as part of the Service. Applicable restrictions are set out in the documentation available on the Website.

The Client is responsible for using the Service in accordance with these SC. OVHcloud reserves the right to perform checks to ensure that the Client is compliant with these conditions of use, and to suspend the Service under the conditions set out in the Contract when the Client does not comply with the terms and conditions of use of the Service, applicable laws and regulations, and/or third-party rights.

10. BUSINESS CONTINUITY

The Client is reminded that, unless otherwise stipulated, the Public VCF as-a-Service does not include a Business Continuity Plan ("BCP") or a Disaster Recovery Plan ("DRP"). As such, the Client is responsible for implementing its own BCP and/or DRP; it may order the Public VCF as-a-Service in different Datacenters, which will enable it to have resources in different risk environments. The Client must then take the necessary technical and organisational measures to ensure the continuity of its business in the event of a major malfunction that could affect the availability, integrity or confidentiality of its Service.

11. BACKUPS

Unless stipulated otherwise, OVHcloud makes no commitment to back up the Client's Content hosted on the Service. It is therefore the Client's responsibility to take all the necessary measures to back up its Content in the event of loss or damage to shared data, for any reason whatsoever, including Content not expressly mentioned in the GTS. The Client may use the Managed Veeam for VMware Cloud Director Backup Option, detailed in Article 5.

12. WHAT ARE SERVICE LEVEL AGREEMENTS (SLAS) AND SERVICE CREDITS?

Maintenance operations (defined in Article 8.5.) with impacts are excluded from the SLA.

12.1. SLAs on the Public VCF as-a-Service .

The SLA applies to the Public VCF as-a-Service, at a service level based on the Virtual Datacenter and the Range chosen. If a shared component is used for one or more Ranges - for example the VMware Cloud Director Tenant Portal, it must be treated as an individual incident, which will allow the Client to claim multiple Service Credits if and when this shared component is impacted and suffers downtime.

When the Client decides to add a Virtual Datacenter from a certain Range, the chosen Range determines the specific terms and conditions and the SLA level applicable to that Virtual Datacenter.

"Maximum Available Minutes" is the total number of minutes accumulated for a billed month for a given Virtual Datacenter, during which the Public VCF as-a-Service was activated as part of an OVHcloud subscription.

"Downtime" is the total number of minutes accumulated for a billed month of the Service, during which the Public VCF as-a-Service was unavailable. Except for any downtime caused by the Client or due to use of the Public VCF as-a-Service that does not comply with the Contract, a given minute is considered unavailable if one of the following conditions is noted due to a proven incident on the platform:

- a) All of the Virtual Machines in an operated Virtual Datacenter have no external connectivity and/or are inaccessible; or
- b) None of the Virtual Machines can access storage; or
- c) It is impossible to create new Virtual Machines in the vDC, via the VMware Cloud Director Tenant Portal or via an API, for any reason other than reaching the vDC capacity limit in GHz, RAM or storage; or
- d) None of the Virtual Machines can be started.

The SLA monthly availability rate is set at 99.95% across the entire Service, and the associated Service Credits are:

Monthly availability rate	Service Credits
Less than 99.95%	10% of the monthly price of the affected Service
Less than 99%	30% of the monthly price of the affected Service

Service Credits must be claimed by opening a ticket. The Client must claim these Service Credits no later than thirty (30) days after the incident occurs.

“Monthly availability rate” is understood to mean the total number of minutes in the month in question deducted from the number of minutes of downtime in the month in question. The total is divided by the total number of minutes in the month in question. To calculate Service Credits, periods of downtime are calculated when the incident is reported to OVHcloud through the opening of a ticket via the Control Panel or via a call to Support, until the outage is resolved, and confirmation of the resolution is communicated by OVHcloud. It is calculated using the following formula: $[(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}] * 100$.

The Service Credits set out in the event of non-compliance with the SLAs represent a flat-rate compensation for any damage resulting from this non-compliance. As a result, the Client renounces the right to submit any other request, demand and/or action.

If a single event results in multiple SLAs being violated for the same Service, the Service Credits do not accumulate. In this case, the Service Credit that is most favourable to the Client is applied.

The total cumulative monthly amount (all incidents and SLAs combined) of Service Credits that may be due from OVHcloud is capped globally at thirty percent (30%) of the monthly cost of the impacted Service.

Credit notes are issued when the Client has paid all of its invoices due and they are deducted from the invoice for the month following OVHcloud’s receipt of the Client’s claim, provided that all outstanding invoices issued by OVHcloud have been paid by the Client.

If the Client’s intervention is necessary for the diagnosis to be established or for the incident to be resolved, and the Client is not available or does not collaborate with OVHcloud, the corresponding period is not counted as downtime, repair time or restoration time.

Service Credits are not due in the event that the non-compliance with the SLA results in:

- (i) events or factors outside of OVHcloud’s control, such as, but not limited to, cases of force majeure, pandemics, acts of a third party, malfunction or misuse of hardware or software under the Client’s control; or
- (ii) failure on the Client’s part to fulfil the obligations placed on it in terms of this Contract (including failure to collaborate in resolving the incident and validation of the token when requested by OVHcloud); or
- (iii) the Client’s incorrect or inappropriate use of the Service (including incorrect network configuration, saturation of Storage Spaces, inappropriate use of system, software or other elements used by the Client as part of the Services); or
- (iv) scheduled maintenance; or
- (v) suspension taking place under the conditions set out in Article 3.7 of the GTS; or
- (vi) hacking.

In the scenarios listed above, and subject to point (iv), OVHcloud reserves the right to invoice the Client for any work carried out to restore availability. This work entails the issuing of a quote submitted for Client’s approval.

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

12.2 No SLAs apply to the Backup Option.

No SLAs are provided for the Backup Option. However, OVHcloud has set objectives (Service Level Objectives or SLOs) with respect to the Backup Option to enable the Client to perform daily Backup tasks. OVHcloud does not guarantee that these objectives will be achieved, and therefore does not grant any Service Credit(s).

To this end, OVHcloud collects a set of metrics, including, but not limited to:

- Availability of the Backup Option;
- Availability of the Infrastructure where the Backup Option is installed;
- Availability of Backup Repositories

The SLO does not apply to the Backup Content(s) or the time it takes to complete the Backup or perform recovery.

SLO	Availability	GRT	GFRT
Backup function	99.9%	4 hrs	24 hrs
Restore function	99.9%	4 hrs	12 hrs

“**GRT**” (Guaranteed Response Time): The maximum time that OVHcloud takes to respond to an incident. GRT starts when the incident is reported to OVHcloud through the opening of a ticket on the Control Panel or by calling Support, and ends when OVHcloud contacts the Client with a Support Ticket ID, or when the Support staff reply for the first time on an incident ticket opened by the Client.

“**GFRT**” (Guaranteed Fault Repair Time): The maximum time that OVHcloud takes to resolve the incident reported automatically via the system or by a Client creating an incident ticket. GFRT starts when an incident is reported to OVHcloud through the opening of a ticket via the Control Panel or by a Support call, and ends when the incident is resolved with “Completed” or “Cancelled” status (with the Client’s agreement).

The SLO applies under the following conditions:

- a) Virtual Machines follow VMware Cloud Director best practices.
- b) Virtual Machines larger than 6 TB are not subject to this SLO.
- c) If the Client attempts to back up a Virtual Machine beyond the allowed size or if the Backup task is cancelled by the Client, the SLO does not apply.
- d) OVHcloud reserves the right to ask for the Client’s agreement to relaunch a Backup task that previously failed. If the Client is unable to comply and/or if the Client is not available to make this request, the SLO does not apply.
- e) Maintenance operations scheduled by OVHcloud that require downtime of the Backup Option may be eligible for the SLO.

13. DURATION, RENEWAL AND END OF SERVICE

13.1 Duration

The Client agrees to use the Public VCF as-a-Service for the full subscription period chosen when Ordering its Virtual Datacenter within its Organisation.

During the commitment period, the Client:

- is authorised to increase the computing power of the Virtual Datacenter(s) within the Organisation. In this case, the Client renews the subscription period for the same duration as that initially chosen for the Virtual Datacenter concerned. The Client is responsible for managing the anniversary dates of all its Virtual Datacenters within its Organisation.
- is not authorised to downgrade its Public VCF as-a-Service.

The applicable prices and payment methods are available on the Website.

When Ordering, the Client selects the initial duration of its Public VCF as-a-Service subscription (“Initial Period”). The Initial Period begins on the day that the Public VCF as-a-Service is activated. At the end of the Initial Period, the Public VCF as-a-Service automatically renews in successive periods of the same duration (“Renewal Period(s)”) unless the Public VCF as-a-Service is renewed with a modified duration or terminated in accordance with the conditions set out above or the GTS in force.

The time commitment does not apply to the Managed Veeam for VMware Cloud Director Backup Option.

Furthermore, the Contract may be terminated in accordance with the GTS.

The Client may upgrade the billed Service. In this case, the switch to a higher configuration is invoiced to the Client at the time the request is made, according to the price applicable to the new configuration, which can be checked on the Website.

The delivery time is established by OVHcloud based on the data available in its information system, which is authoritative and fully binding on the Client.

13.2 Renewal

Auto-renew is activated by default on this Public VCF as-a-Service.

The duration of certain options or functions that may be associated with the Public VCF as-a-Service, along with their renewal and termination conditions, may differ to those applicable to the Service. The Client is asked to read it.

13.3 Service termination

In the event of non-renewal or termination of the Public VCF as-a-Service, for any reason, all virtual functions and the Content shall automatically and irreversibly be deleted (including Backups and duplications).

Before the expiry of its Public VCF as-a-Service, or before terminating or deleting the Service, the Client is required to carry out the Backups and Content transfers necessary for continued storage.

OVHcloud shall delete all Client’s Contents on termination of the Service within a period of fourteen (14) days, in accordance with the following procedures:

- The deletion of Contents on hard disk or the network is carried out by overwriting the data (cleanup by overwriting in one go);
- Erasure of Contents from a disk or SSD array is carried out using the logical erasure procedure (one-pass block erasure) or by deleting the encryption key (PSID revert);
- In all cases, when the storage device is removed from its rack, the Content shall be erased before being removed from the rack. The device is destroyed if an error occurs during the deletion process; or
- Storage devices are destroyed using dedicated machines in a secure space in each Datacenter.

14. WHAT ARE THE FINANCIAL TERMS OF THE PUBLIC VCF AS-A-SERVICE?

14.1 Payment

When Ordering, and on renewal, an invoice is issued and paid automatically using the payment method registered by the Client.

14.2 Invoicing

OVHcloud may offer different types of pricing for the same Service, as indicated on the Website. It is the Client's responsibility to ensure that the price offer chosen meets its needs. The Client should note that the hourly offer may be more expensive than the monthly subscription offer. The Client shall be invoiced according to the offer subscribed to and its usage.

OVHcloud may ask the Client to pay the amount of its Infrastructure, usage and/or subscribed options for the current month before the end of that month, once the total amount exceeds the remaining amount authorised by OVHcloud to the Client. OVHcloud also reserves the right to ask the Client to pay a security deposit to cover the Client's usage.

If the Client subscribes to Public VCF as-a-Service on the fifteenth (15th) day of a given month, it is invoiced and debited for a prepayment period of thirty (30) days. At the beginning of the next calendar month, after the Services have been subscribed to, and if the Client retains the same product and exactly the same options, OVHcloud shall issue an invoice for the rest of that month. This invoice is then sent to the Client for payment in full. After this payment has been settled, all invoices for the same product, with the same options, are invoiced at the beginning of the following calendar months and for as long as the Client subscribes to the Service. If, at any given time, the Client adds an additional resource (Host Server, Storage Space) during a calendar month, the same process shall apply to synchronise and maintain all invoicing at the beginning of each calendar month.

14.3 Additional Resources

The Client may, on request, temporarily increase the Storage Space and/or add computing power to its Virtual Datacenter. The Client is invoiced for this additional Infrastructure according to the applicable prices available on the Website at the time of subscription and it is payable immediately by direct debit.

14.4 Pay-as-you-go

Additional Infrastructure (Host Servers, Storage Spaces, etc.) or additional options can also be invoiced by the hour. In this case, OVHcloud shall issue an invoice, at the end of the current month, for the full amount of the options subscribed to by the Client in addition to the Public VCF as-a-Service for the current month, and this shall be subject to hourly invoicing. Any hour started is charged for. The invoice shall be issued at the end of the month and is payable immediately by direct debit.

APPENDIX 1

Specific conditions for migrating from the Hosted Private Cloud VMware on OVHcloud Service

1. PURPOSE

This appendix sets out the specific terms and conditions applicable to Clients as part of the migration from their Hosted Private Cloud - VMware on OVHcloud Service to the Public VCF as-a-Service, with or without associated options.

2. SCOPE OF APPLICATION

They only apply to Hosted Private Cloud - VMware on OVHcloud Services (hereinafter referred to as “**HPC VMware on OVHcloud Service(s)**”), where:

- the Client has formalised its wish to migrate to the OVHcloud Managed VCD Service before May 1st, 2024 as part of the migration operation set up by OVHcloud; or
- the Client has formalised its wish to migrate to the Public VCF as-a-Service after May 1st, 2024; and
- the HPC VMware on OVHcloud Service has shown no compatibility issues with a migration to OVHcloud Managed VCD.

The VMware on OVHcloud HPC Service with the following features is incompatible with the Public VCF as-a-Service:

- HPC VMware on OVHcloud Service, PCI-DSS- or HDS-certified;
- SECNUMCLOUD-qualified HPC VMware on the OVHcloud Service; and
- HPC VMware on OVHcloud Service with the Zerto option.

3. MIGRATION

3.1 Migration Management

3.1.1 Migration of the HPC VMware on OVHcloud Service to the Public VCF as-a-Service. OVHcloud shall manage the entire process of migrating the VMware on OVHcloud HPC Service on the Client’s behalf and shall ensure this migration takes place without any service interruptions, as far as possible.

The Client will be informed of the migration start at least one week in advance and agrees to cooperate with OVHcloud. However, the migration date shall be set by OVHcloud, unless in exceptional circumstances and subject to its teams’ availability.

3.1.2 Microsoft Optional Licensing Service Migration. If the Client has subscribed to the optional Microsoft licensing service as part of the HPC VMware on OVHcloud Service, the optional service shall be migrated automatically to the Microsoft Option, without any specific action required on the Client’s part.

3.1.3 Migrating the Veeam Managed Backup Option to the Backup Option. If the Client has subscribed to the Veeam Managed Backup Option as part of the HPC VMware on OVHcloud Service, and if it has subscribed to the Backup Option as part of the Service, OVHcloud shall keep its Content until the Backup work expires.

The storage periods for the three offers under the Veeam Managed Backup Option of the HPC VMware on OVHcloud Service can be viewed on the Website.

If the Client wishes to request the restoration of a Virtual Machine from the backup repository of the Veeam Managed Backup option, it must contact OVHcloud. OVHcloud may respond favourably to the Client’s request, on an exceptional basis and under certain conditions. However, OVHcloud does not provide any guarantees regarding this restoration in all cases, which is not part of the Service nor the Backup Option. Therefore, the restoration does not, under any circumstances, constitute a guarantee for the Client against the loss or alteration of its Contents. It

is therefore the Client's responsibility to take all the necessary measures to back up its Contents as part of the Service, in order to be able to restore it in the event of its loss or degradation.

3.2 Organisation, Virtual Datacenter & Virtual Hosts

As part of the migration, the Client shall benefit from a subscribed Organisation for the HPC VMware on OVHcloud Service.

Within the Organisation(s), the Client will benefit from a Virtual Datacenter with a quantity of resources equivalent to that of the migrated HPC VMware on OVHcloud Service. More specifically, the Client shall have a quantity of vRAM and a number of Threads equal to those available on the migrated HPC VMware on OVHcloud Service.

The resources will be made available to the Client in the form of equivalent Virtual Hosts in order to facilitate mapping to the physical hosts of the migrated HPC VMware on OVHcloud Service. For example, a PRE-48 physical host shall be represented by a PRE-48 vHost within the Virtual Datacenter, with vHost having 48 GB of RAM and computing power, equivalent to 12 physical cores or 24 Threads.

All of the vHosts available as part of the migrated VMware on OVHcloud HPC Service, along with their features, are available on the Website. OVHcloud offers several Ranges of the Public VCF as-a-Service to ensure maximum functional continuity with the migrated HPC VMware on OVHcloud Service:

Public VCF as-a-Service Standard: for Clients whose migrated HPC VMware on OVHcloud Service does not use NSX network Virtualisation or vSAN hyperconverged storage services;

Public VCF as-a-Service Advanced: for Clients whose migrated HPC VMware on OVHcloud Service uses NSX network Virtualisation services without the vSAN hyperconverged storage option;

Public VCF as-a-Service NSX with vSAN or Premium: for Clients whose migrated HPC VMware on OVHcloud Service uses vSAN hyperconverged storage.

3.3 Geographical location

OVHcloud shall migrate the HPC VMware on OVHcloud Service within the same Datacenter whenever possible. However, OVHcloud may be able to move the Service on a different Datacenter to the one where the HPC VMware on OVHcloud Service is currently delivered. In this case, OVHcloud shall inform the Client by communicating through its Control Panel, by email or by any other means.

3.4 Storage

Following the VM migration, the Client will benefit from the migration of storage spaces currently associated with the HPC VMware on OVHcloud Service to Public VCF as-a-Service storage solutions that are equivalent in terms of capacity and level of performance.

3.5 Networks

As part of the HPC VMware on OVHcloud Service migrated to the Public VCF as-a-Service, OVHcloud is responsible for extending the IP address ranges associated with the migrated HPC VMware on OVHcloud Service, in order to guarantee their reuse within the Virtual Datacenter provided.

4. FINANCIAL CONDITIONS

4.1 Migration price and invoicing model

4.1.1 Price. The migration is managed by OVHcloud, and the Client will not be invoiced for it.

4.1.2 Invoicing model. Since the Public VCF as-a-Service only supports a monthly subscription model, the entire HPC VMware on OVHcloud Service and its migrated options will automatically switch to this invoicing model. In particular, the hourly consumption model will not be available.

4.2 Conditions applicable in the event of acceptance of the migration before May 1st,2024

If the Client has expressed its wish to migrate before May 1st, 2024, it shall not be charged for the price increase effective since that date for the HPC VMware on OVHcloud Service. As a result, the HPC VMware on OVHcloud Service shall be invoiced from May 1st, 2024 at the price of the OVHcloud Managed VCD OVHcloud Public VCF as-a-Service up to the migration.

However, in the event of the Client's refusal to proceed with the migration, the HPC VMware on OVHcloud Service shall not be migrated and the price increase announced in April 2024 shall be applied to it retroactively from May 1st, 2024.

4.2 Conditions applicable in the event of acceptance of the migration after May 1st, 2024

The Client who has formalised its wish to migrate its HPC VMware on OVHcloud Service to the Public VCF as-a-Service after May 1st, 2024 shall only be able to benefit from the price of the Public VCF as-a-Service from the date of the effective migration.