

SPECIAL CONDITIONS - LOGS DATA PLATFORM

Version dated 9 November 2020

ARTICLE 1: DEFINITIONS

Terms beginning with a capital letter in this document are defined below and in the Contract to which these Special Conditions relate. The definitions below supplement the definitions in the Contract.

"**Items**": data streams, dashboards, data-gathering tools, roles, indices and aliases created by the Client on the Service platform.

"Logs": data from the Client's computer system event logs.

"Service": the Logs Data Platform service, which is the subject of this document.

ARTICLE 2: PURPOSE

- 2.1 The purpose of these Specific Conditions is to define the terms and conditions of use and financial conditions applicable to the Service (hereinafter referred to as the "Special Conditions"). They supplement the General Terms and Conditions of Service currently in force. If there is a contradiction between the two, these Special Conditions prevail over the General Terms and Conditions of Service.
- 2.2 Terms beginning with a capital letter are either defined in this document, or in the OVHcloud Glossary available on the OVHcloud website.

ARTICLE 3: SERVICE DESCRIPTION

- 3.1 The Service consists of providing the Client with a platform that enables them to set up a solution for collecting, aggregating, storing, processing and analysing logs.
- 3.2 As part of the Service, OVHcloud provides the Client with a Management Interface, APIs, and a Storage Space, as well as tools such as dashboards and data-gathering tools.

- 3.3 The Management Interface allows the Client to use the Service, particularly to create Items, manage their keys by linking them to people, servers, software or other tools, manage authorisations, use tools, track their usage and view historical usage.
- 3.4 API applications allow the Client to import logs from external systems or environments onto the Service platform, and to log in and request logs stored on the Service platform from external applications.
- 3.5 The Service includes a Storage Space, which may be shared or dedicated depending on the Client's subscription, on which the logs are imported and stored. The Logs are isolated from those of other OVHcloud Clients in a logical or physical way, depending on the Client's subscription.
- 3.6 The Service is accessible through the Internet. The Client, and the users authorised by the Client, remain solely responsible for the internet connection they use, particularly in terms of availability, reliability and security.

ARTICLE 4: TERMS AND CONDITIONS OF USE

4.1 General information

The Service is subject to the Terms of Service in effect, more specifically these Specific Conditions and the General Terms and Conditions of Service. The Client agrees to use the Service in accordance with these conditions.

The Client is solely responsible for their use of the Service, particularly in terms of managing the keys that enable them to administer authorisations and access to the Service, the use of APIs, software and tools provided by OVH, and managing Logs, Items and the general data used as part of the Services. Before using the Service, the Client agrees to familiarise themselves with the Service's features.

4.2 Tools, software and APIs

The APIs, tools and software provided by OVHcloud as part of the Service must be used in compliance with the applicable Conditions of Service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

The Client agrees to also use the latest available versions of the APIs, tools and software provided by OVHcloud.

The Services can be used and interconnected with elements not provided by OVHcloud (software, systems, connected devices, etc.). The Client is responsible for acquiring all of the rights needed to use these elements, and shall pay the corresponding charges directly to the third party rights holders.

4.3 Log Management and Conservation

The Client shall ensure that the current retention periods and storage conditions match their needs, taking into account their activity and the risks associated with it.

The technologies used by OVHcloud to manage the Storage Space provided as part of the Service cannot, under any circumstances, be compared to an obligation of result by OVHcloud in terms of preserving the Client's data. OVHcloud does not carry out any specific backups of the data stored as part of the Service. It is therefore the Client's responsibility to take all necessary measures to back up their Logs in order to be able to continue their activities in the event of loss or deterioration of the Logs stored and used as part of the Service, for whatever reason, including those not expressly mentioned in this document. OVHcloud does not make any guarantees relating to the consequences of the Client's use of the Service, particularly with regard to securing and preserving the aforementioned Logs.

4.4 Location of Storage Spaces

The location of Storage Spaces is confirmed at the time of ordering. When several Storage Space locations are available, the Client can select the location(s) of their choice. The Client agrees to comply with the applicable regulations in the territory in which their Storage Space Services are located.

4.5 Performance and Changes to the Service

OVHcloud is responsible for maintaining the Service, particularly the Infrastructure (hardware, network, Servers, disks).

In order to maintain the security level and performance of the Service, OVHcloud reserves the right to upgrade, modify and update all or part of the Service components (including operating systems, software, database engine, etc.), as well as the available APIs. When the modifications or updates have an impact on the Client, OVHcloud shall inform the Client in accordance with the provisions set out in the General Terms and Conditions of Service, unless there is an emergency.

The capacity of the Service may be limited (including data volume). All Service features and capabilities are specified on the OVHcloud website.

4.6 Service closure

At the end of the Service, whatever the cause (expiry,termination, cancellation, non-renewal, etc.), as well as at the end of retention period applicable to Client Logs set out as part of the Services, all of the Logs and Data associated with the Service are automatically and permanently deleted. It is the Client's responsibility to back up or transfer their data before the Service is terminated.

ARTICLE 5: OBLIGATIONS AND LIABILITY OF OVHCloud

5.1 OVHcloud agrees to exercise the required care and diligence to provide a quality service in accordance with good industry practice and the current state of technology. Due to the highly technical nature of the Service, OVHcloud is only subject to a "best endeavours" obligation.

5.2 OVHcloud agrees to:

- Keep the Service platform in good working order,
- Ensure the availability of the Service, and intervene as soon as possible in the event of an incident that is not caused by the Client's misuse of the Service,
- Inform the Client in the event of an intervention requiring a service interruption beyond the usual time limits.

OVHcloud reserves the right to interrupt the Service in order to perform a technical intervention to improve its operation.

5.3 OVHcloud cannot under any circumstances be held responsible for:

- The Client's use of the Service, including the content of information and logs stored by the Client on the Service platform, in any capacity; or
- The total or partial non-fulfilment of an obligation and/or failure of an operator's transmission links to the Internet, particularly by the internet service providers that the Client, and the users authorised by the Client, use as part of their use of the Service.

ARTICLE 6: CLIENT OBLIGATIONS AND LIABILITY

6.1 The Client acts as an independent entity and therefore assumes sole responsibility for the risks and perils of their activity. The Client is solely responsible for the Logs and information that they import and store on the Service platform, including the content of this data, its operation and its update.

6.2 It is the Client's responsibility to make all the technical provisions allowing for the holding and retention of connection logs or any data that allows the identification of anyone who contributed to the creation of content or the content of services for which the Client is a provider. This is in accordance with the legislation in force, and particularly Decree No. 2011-219 February 25 2011 relating to the storage and communication of data that allows the identification of any person having contributed to the creation of content put online, providing for a 12-month retention period.

6.3 The Client agrees to respect third-party rights, in particular personality rights such as the right to respect for private life, as well as intellectual property rights such as copyrights, database rights, etc. As a result, OVHcloud cannot be held responsible for the content of the Logs, and more generally any information transmitted, distributed or collected as part of the Service, or its use and placement, or for any files, including address files, in any capacity. The Client is forbidden from

making any information (particularly logs) that violates any rights, particularly intellectual property or personality rights, available to the public.

6.4 OVHcloud can only warn the Client about the legal consequences that could arise from illegal activities carried out on or from the Service platform provided to the Client. In particular, OVHcloud is released from any responsibility, including solidarity, for the use of Logs stored and provided by the Client. In the event of illegal activities or activities that do not comply with these conditions, OVHcloud reserves the right to suspend the Service and to immediately terminate the Terms and Conditions of Service by right, without prejudice to the right to any damages that OVHcloud may claim.

ARTICLE 7: MITIGATION (PROTECTION AGAINST DOS AND DDOS ATTACKS)

- 7.1 OVHcloud implements protection against DOS and DDOS-type (Distributed Denial of Service) attacks, provided that these are conducted on a massive scale. This function ensures that the Client's Service continues running throughout the duration of the attack.
- 7.2 This function involves checking traffic being sent to the Service from outside of the OVHcloud network. Traffic identified as illegitimate is then rejected prior to reaching the infrastructure, allowing legitimate users to access the Services in spite of the attack.
- 7.3 These protection measures cannot intervene for cyber attacks such as SQL injection, brute force, exploitation of security vulnerabilities, etc. Due to the very high complexity of the Protection Service, OVHcloud is only subject to a "best endeavours" obligation. It is possible that the attack will not be detected by the tools in place, or that the tools in place do not allow the Service to continue running.
- 7.4 Depending on the nature and complexity of the attack, OVHcloud will implement different levels of traffic protection in order to preserve the Service.
- 7.5 The mitigation is only activated after OVHcloud's tools have detected an attack. As a result, until the mitigation is activated, the Service bears the attack directly, which may lead to its unavailability.
- 7.6 The mitigation is activated for an indefinite period and is automatically deactivated when OVHcloud no longer identifies malicious activity or illegitimate traffic to the Service.
- 7.7 Throughout the duration of the activated mitigation, OVHcloud cannot guarantee accessibility to the Client's Logs, but shall endeavour to limit the impact of this attack on the Services.
- 7.8 If, in spite of the mitigation activation, the cyberattack is of a nature that adversely affects the integrity of the OVHcloud Infrastructure or OVHcloud's other Clients, OVHcloud shall strengthen its protection measures, which may lead to the deterioration of the Services or impact their availability.

7.9 Finally, it is possible that part of the traffic generated by the cyberattack is not detected by OVHcloud's equipment and reaches the Service.

ARTICLE 8: DURATION AND FINANCIAL CONDITIONS

8.1 Duration

These Special Conditions take effect from the date on which the Client subscribes to the Service, and remain in effect for the entire duration of time that they use the Services.

8.2 Payment and billing

OVHcloud offers two payment methods: (a) pay-as-you-go and (b) fixed rate payment.

8.3.1 Pay-as-you-go

The Client's use of the Service is billed on a "pay as you go" basis.

- Assessing the stored volume for each retention period:
 - The Client is billed for the maximum daily volume stored on the Service platform during the month. Data processing and storage billing units are always billed in full; even if they are not fully used (rounded up).
 - The Client can choose the retention period per stream. The retention periods offered on data streams are sliding and renewed every 24 hours (i.e. retention period + 1 day).
- The monthly unit price is indivisible.

Billing units vary from option to option. The billing units applicable to each option and the corresponding prices are detailed on the OVHcloud website.

The Service is billed monthly in arrears based on the consumption recorded.

8.3.2 Fixed rate payment

As part of the Service, the Client may subscribe to an offer allowing them to use a dedicated Storage Space provided by OVHcloud. A fixed monthly rate and setup fees will be charged for this service.

In this mode, the plan is subscribed for the duration set out in the Order on the OVHcloud website ("Initial Period"). If the subscription package is bought during the calendar month, the Client receives a *pro rata* invoice for the month concerned.

At the end of the Initial Period, the package is renewed by tacit agreement for successive periods of the same duration, unless either party decides to cancel the offer in accordance with these Special Conditions and/or the General Terms and Conditions of Service.

The fee is payable upfront upon Ordering. During Ordering, as well as when the Service is renewed, a bill is issued and paid automatically using the payment method registered by the Client.

The setup fees are payable upon Ordering, at the rates listed on the OVHcloud website at the time of Ordering.

8.3.3 Payment

Payments are made immediately by direct debit via a bank account, Paypal® account, or Client Account. The Client agrees to register a valid payment method from the methods available.

The Client agrees to always have sufficient funds in the bank account and the payment method that they are using, so that their bills can be paid within the specified deadlines.

If OVHcloud is unable to collect money via the associated payment method, an email will be sent to the Client inviting them to pay the amount of their outstanding bill as soon as possible. Failure to pay within the time period stipulated in the notification email will result in OVHcloud suspending or cancelling the Service by right due to non-payment, without prejudice to OVHcloud's ability to recover the amounts due and to seek compensation for any damage suffered.

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

ARTICLE 9: TERMINATION AND SUSPENSION

- 9.1 Each Party may automatically terminate under the conditions set out in this document or in the General Terms and Conditions of Service.
- 9.2 Failure by the Client to comply with the stipulations in Articles 4 and 6 of these Special Conditions, and in particular any specifically prohibited activity and/or any content that may infringe the rights of a third party, shall entitle OVHcloud to immediately discontinue the Client's Service without prior warning and to immediately terminate the Terms of Service by right, without prejudice to the right to any damages that OVHcloud could claim.