Version September 5th 2017

DEFINITIONS:

Cloud: technology that uses remote execution resources and storage.

Private Cloud: all of the Virtual Datacentres hosted on OVH's Infrastructure. The Private Cloud is managed by the Client through its Management Interface and the Virtualisation interface.

Private Cloud Special Conditions: these terms and conditions, which shall take effect as special conditions referred to in the General Conditions.

General Conditions: the General Terms and Conditions of Service available online at OVH Website or any other applicable General Terms and Conditions agreed in writing between the Parties.

Host Server: physical server with a memory load and a processor load. Configured and administered by OVH within the Private Cloud, it is designed to accommodate one or more virtual machines administered by the Client.

Infrastructure: the structure established by OVH to accommodate the Client's Private Cloud, including in particular the network, the bandwidth. physical resources and the Virtualisation.

Management Interface: the "Manager" space accessible by the Client after identification by inputting its Client identification and corresponding password.

Pack: Host Servers and Storage Spaces configured in a Virtual Datacentre, and possible additional options

Storage Space: disk space allocated to the Client which allows him to store data on virtual machines in the Virtual Datacentre in a centralised and secure manner.

Virtual Datacentre: a non-physical datacentre composed of a Pack of additional resources subscribed by the Client for Virtual Machines and one or several private network(s).

Virtual Machine: a non-physical server that uses Virtual Datacentre resources and is installed on the Private Cloud network. Each virtual machine is independently managed from any other within the Client's Virtual Datacentre.

Virtualisation: technology that allows multiple virtual servers to operate on real infrastructures.

Virtualisation Interface: third party software provided by OVH that allows the Client to manage its Private Cloud, and in particular to establish and manage its Virtual Machines.

ARTICLE 1: PURPOSE

These Special Conditions govern the OVH Private Cloud Service (the "Service").

These special conditions supplement the OVH General Terms and Conditions and shall prevail in case of conflict.

ARTICLE 2: MEANS

OVH shall provide the Client with access to a Private Cloud composed of Virtual Datacentres, that has a private and secure network (the "Service"). Due to the highly technical nature of its Service, OVH shall not be liable for downtime to the Service caused by routine or emergency maintenance by OVH or occasioned by the acts or omissions of third parties.

The Client confirms that it has all the necessary technical knowledge to ensure the correct administration of the Private Cloud.

The Client shall be the sole administrator of the Virtual Datacentres which comprises the Private Cloud. OVH has no responsibility for the administration of the Client's Virtual Datacentres. OVH's obligations in relation to administration of the Private Cloud are limited solely to maintenance actions on the Infrastructure, the provision of an energy supply and the network connection to the Client's Private Cloud.

The Client undertakes to use the Service, including the network resources allocated to it, in good faith.

ARTICLE 3: TECHNICAL SUPPORT

In addition to the "Incident" service set up by OVH, and made available to the Client at http://www.ovh.com, for all technical support regarding the use of the Service, OVH also offers users the opportunity to share their problems on the forum available at http://forum.ovh.com or on the dedicated Private Cloud mailing list: pcc@ml.ovh.net.

ARTICLE 4: DELIVERY OF SERVICES

OVH proposes to the Clients different Pack configurations which are described more fully online at www.ovh.com.sg. Each Pack shall include a minimum of one Host Server and two Storage Space.

Depending of the range of the Host Server and the choice of Pack, the performance and features available on the Virtual Datacentre can be different.

The Client is responsible for selecting Pack and resources (Host Server, Storage Space) which configuration meet its/his expectations and needs.

Any modification made to the Pack by the Client may affect the amount charged for the Service. The Client will be informed via email of its modification.

In addition to its Packs, the Client can select additional ressources (such as Host Server, Storage Space, etc), and/or optional tools and features such as back-up, supervision, virtualisation, etc. Optional tools and features are subjected to the applicable conditions of use available on OVH WebSite.

Minimum or additional resources (such as Host Server) may be required depending of the optional tools and features selected.

Services are managed by the Client by using the Virtualisation Interface, accessible from the start of the Service by the Client.

The Client may connect to the Management Interface or Virtualisation Interface to monitor its data usage and to manage its Packs. The Client may view its Virtual Datacentres and order any additional options or resources required. The Client may also view its billing status in this interface.

ARTICLE 5: DESCRIPTION OF SERVICE

The Private Cloud Service is a service provided solely to businesses, and by entering into the Contract the Client warrants that it is entering into the Contract for the purposes of business or trade.

The Service is based on features of integrated virtualisation solutions ("Hypervisors") developed by OVH partners (Vmware®, Microsoft) or by other third party licensors.

The Client acknowledges that each Virtualisation Interface has its own features. The Client acknowledges that its choice of Hypervisor is final, and that total compatibility of the features and interoperability between the different Virtualisation Interfaces cannot be guaranteed and is the responsibility of the Client.

Using its Host Servers and Storage Spaces, the Client may install up to 15,000 Virtual Machines (with a maximum of 10,000 Virtual Machines being used simultaneously) to make up its own Virtual Datacentre, subject to the Client being solely responsible for its administration.

The Client shall manage all IP address resources related to its Private Cloud to ensure the proper functioning of the Service.

The Client shall be responsible for ensuring that it has sufficient IP addresses to assign, or as the case may be, to enable the Hypervisor to assign an IP address to each of its Virtual Machines. The Client is solely responsible for the utilisation of all IPs rented from OVH.

Each Private Cloud has its own private network. The output bandwidth of the Private Cloud is limited to a maximum volume of data as set out in the Client's Order. The Client may subscribe to an option allowing him to increase the bandwidth.

The Client may view the history of its Private Cloud's bandwidth consumption traffic volume recorded for the current month in the Management Interface.

In relation to each Virtual Datacentre, the Client shall be the sole administrator of its resources, shall ensure the smooth functioning of its Virtual Machines, and may purchase additional resources (increase resources, Host Servers, Storage Space) if required.

ARTICLE 6: CONDITIONS OF USE OF THE SERVICES

The Client warrants that it has the power, authority and capacity necessary for the conclusion and implementation of the obligations set forth herein.

OVH shall not be liable for any malfunction of the Service resulting from an update of the Hypervisor carried out by the Client.

The Client is the sole administrator of its Private Cloud and is solely responsible for the management of the data stored on the Service. The Client is responsible for making the required backups to ensure the continuity of its Service and activities. OVH does not backup specific Client data hosted on the Private Cloud including when the Back-up option is selected. When the Back-up option selected, the Client remains solely responsible for the utilization (parameters, back-up launch, integrity checks, etc) of the back-up tools made available by OVH.

OVH reminds the Client that unless otherwise specified, the Service does not include any Business Continuity Plan (BCP) or Disaster Recovery Plan (DRP). It is the Client's responsibility to set up its own BCP and/or DRP. The Client may elect to order Private Cloud in separate datacentres in order to spread the risk across different environments. The Client shall take all appropriate technical and organisational measures necessary to maintain its business in the event of a major malfunction that could have an impact in terms of availability, integrity and confidentiality of its own service.

OVH's obligations under these Private Cloud Special Conditions are limited to providing the material and network resources needed for the Private Cloud. As such, OVH has no obligation in relation to the content of sites stored, transmitted or uploaded on the Service (information, sound, text, images, items, data or other content accessible), the contractual relationship between the publishers of those sites and their host, or the administration of the Virtual Machines established on the Client's Service.

The Client shall establish an easily accessible and visible system that allows any person to notify the Client of any content provided by the Client by this Service which glorifies crime against humanity, incites racial hatred, is pornographic, is an incitement to violence and injury to human dignity, or is in any other way illegal or immoral. The Client must take action on such information as soon as possible once notified.

The Client undertakes to respect the rights of third parties, including but not limited to intellectual property rights such as copyrights, licensing, design rights, rights to patents or trademarks. The Client shall not make available to the public through sites hosted on the Private Cloud any files,

content, hypertext links, or proxy newsgroup that infringes the intellectual property or other rights of third parties.

OVH shall not be liable for any Service malfunction resulting from any use by the Client or its staff or any person to whom the Client has provided a password or passwords for the Service. Similarly, OVH accept no liability for the loss of the above passwords.

The Client is solely responsible for managing access to its Virtualisation Interface and assumes full responsibility for its actions, modifications or configuration carried out by it in relation to its Service. The Client shall defend, indemnify and hold harmless OVH against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Virtualisation Interface and/or the Service.

The Client shall be responsible for any connection, Service change or orders made through the Management Interface or Virtualisation Interface.

To maintain a suitable level of security for the Client's Service and all the services present on its infrastructure, OVH may from time to time announce updates by email via the mailing list pcc@ml.ovh.net, the availability of updates corresponding to the Client's Service.

At the same time, the Client shall regularly check its Management Interface for updates that will be required on its Service. If the Client fails to update the Service, OVH reserves the right to limit the Client's Service and to inform the Client.

The Client undertakes not to send unsolicited email, or SPAM, from its Service. Failure to comply with this code may result in the suspension of the Private Cloud and / or termination of the Contract.

The Client acknowledges that for security reasons, some features and protocols (such as IRC or peer to peer file sharing) may be subject to limitations from the Service. Proxies and anonymisation services are strongly discouraged from the Service. The Client shall not use any of the Services to create or host a proxy server or any other form of anonymisation service.

The Client shall use the Service in accordance with the applicable licences of the different virtualisation solutions. OVH reserves the right to suspend the Service without notice if the Client breaches the terms of these licences.

The Client shall use the Services in compliance with any applicable laws and regulations. OVH reserves the right to exercise compliance controls in relation to the Client's use of Service.

The Client shall defend, indemnify and hold harmless OVH against any liability, cost (including without limitation court costs and reasonable legal fees), expense or damage suffered or incurred by OVH which arises out of or in connection with any third party claim concerning any content provided by the Client.

The Client acknowledges and agrees that OVH and/or its licensors own all intellectual property rights in or related to the provision of the Service, the Virtualisation Interface, and in any other software made available to the Client in connection with these Private Cloud Special Conditions. Except as expressly stated herein, these Private Cloud Special Conditions do not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service, the Virtualisation Interface, or any related software or documentation. The Client shall defend, indemnify and hold harmless OVH against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's:

(a) use of the Service, the Virtualisation Interface, or in any related software or documentation other than in accordance with these Private Cloud Special Conditions; or

(b) breach of OVH, its partners or the third party licensor's intellectual property rights.

The Client acknowledges that the development of the Virtualisation Interface and its updates are carried out at the sole discretion of OVH, its partners and third party licensors in accordance with their own timetable. The Client may therefore be required to upgrade to any updated version of the Virtualisation Interface to ensure the continued proper functioning of the Service.

ARTICLE 7: MITIGATION (protection against DOS and DDOS attacks)

OVH shall implement protection against DOS (Denial of Service) and DDOS (distributed denial of service)-type hacking attempts provided that these attacks are conducted in a manner that OVH reasonably considers to be serious enough to warrant such protection. In implementing such protection, OVH shall use reasonable endeavours to ensure that the operation of the Client's Services is maintained throughout the duration of a DOS or DDOS attack.

The protection referred to in this article involves monitoring the traffic sent to the Client's Services from outside OVH's network. The traffic identified as illegitimate shall then be rejected by OVH prior to reaching the Client's infrastructure, thus allowing legitimate users to access the applications offered by the Client in spite of the attack.

The protection measures shall only apply in respect of DOS and DDOS attacks and not in respect of any other form of attacks including but not limited to SQL injection, brute-force, abuse of security flaws or in similar-type attacks.

Given the nature of a potential DOS or DDOS attack and their complexity, OVH shall implement different levels of traffic protection, as it deems appropriate, in order to preserve its Infrastructure and the Services.

Mitigation of a DOS or DDOS attack is only activated on detection of the attack by OVH's tools and shall be implemented for a minimum period of 26 hours. Until activation of the mitigation, the Services shall bear the attack directly, which may lead to the temporary unavailability of the Services.

Once the attack is identified and mitigation is automatically activated, mitigation shall not be deactivated prior to the end of the 26-hour period.

While mitigation is activated, OVH shall not guarantee the accessibility of the Client's Services but it shall endeavour to limit the impact of a DOS or DDOS attack on the Client's Services and on OVH'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 OVH's Infrastructure or the infrastructure of the other Clients of OVH, OVH shall strengthen its protection measures which may lead to the deterioration of the Client's Services or impact its availability for which OVH shall not be liable.

Where part of the traffic generated by a DOS or DDOS attack is not detected by OVH's equipment and reaches the Client's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Client's Services. In this regard, the Client shall be solely responsible for ensuring that it has adequate resources to administer the configuration of the Client's Services properly.

The Client shall be solely responsible for ensuring it secures its Services by implementing appropriate security measures including without limitation: using security tools (firewall, etc.), periodically updating its system, backing up its data and ensuring the security of its software (scripts, codes etc.).

ARTICLE 8: MEASURES FOR THE PREVENTION OF SPAMMING FROM OVH'S NETWORK

OVH shall implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from its Infrastructure.

OVH shall monitor outgoing traffic from the Server towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools.

The outgoing traffic referred to above shall be monitored by OVH with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVH in parallel between the Server and the internet.

OVH shall not conduct any tagging of e-mails, and shall not modify e-mails sent by the Client in anyway whatsoever. No information shall be stored by OVH during these operations aside from statistical data.

The abovementioned operation shall be conducted regularly and in a fully-automated manner by OVH and the Client acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

In the case of outgoing traffic from the Client's server, including e-mails, being identified as spam or fraudulent e-mails, OVH shall inform the Client by e-mail and block the Server's SMTP port.

OVH shall not keep any copy of e-mails sent from the Server's SMTP port, even when they are identified as spam.

The Client may request unblocking of the SMTP port through its Management Interface.

Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVH for a longer period to be determined at OVH's reasonable discretion.

On the occurrence of OVH blocking the SMTP port for a third time, OVH reserves the right to deny any new request for the unblocking of the SMTP port.

ARTICLE 9: SERVICE LEVEL AGREEMENT

9.1 In the event that any of the components of the Service set out in the table below is unavailable or malfunctions, the Client must contact OVH and create an incident ticket via its Management Interface.

9.2 To benefit from the Service Level Agreement, the Client must have at least two Host Servers, and the High Availability (HA) option must be activated in its Virtualisation Interface.

9.3 The Service Level Agreement does not apply to any Client that has only one Host Server. Likewise, such Client is not entitled to the payment of any service credits or a replacement Host Server in the event that the Service is unavailable or defective.

9.4 The application of the Service Level Agreement is triggered by the creation of an incident ticket in accordance with the terms and conditions set out in the table:

Component	Service Level Agreement	Service Credits
Host Server	99,99%	Replacement of defective Host Server within 15 minutes. If it cannot be replaced within 15 minutes, 100% of the price paid by the Client for the defected Host Server will be credited.
Storage Space	100%	Credit of 5% of the price paid by the Client for the affected Storage Space per ten-minute period of unavailability, up to 100% of the monthly price paid by the Client in respect of the affected Storage Space.
Internal Private Cloud Network	100%	Credit of 5% of the total monthly invoice price per ten-minute period of unavailability, up to 100% of the amount of the monthly invoice.

Connectivity	99.95%	Credit of 5% of the total amount of the next monthly invoice per hour of unavailability, up to 100% of the amount of that invoice.
Virtualisation Interface	99.9%	Credit of 10% of the price of the infrastructure management pack per hour of unavailability, up to 100% of the price paid by the Client for the infrastructure management pack.

"**Monthly availability rate**" means the total number of minutes in the month minus the number of minutes of unavailability in the month in question, divided by the total number of minutes in the month in question.

"**Unavailability**" means:

- Regarding the Host Servers: Unavailability to access to one or more of the Host Servers provided to the Client due to a breakdown or a malfunction of these Host Servers. Devaluation of the performance of the Infrastructure without lost of access to a Host Server is not considered as unavailability;

- Regarding the Storage Spaces: Unavailability to access to the Client's data that are stored in the Storage Spaces due to a breakdown or a malfunction of these Storage Spaces. An inability to access part of the Storage Spaces which does not impact the ability to fully access Client's data, is not considered as unavailability, including if a devaluation of performance of the Infrastructure (especially of the access time to the data) is observed;

- Regarding the network and the connectivity: Unavailability to access to the Host Servers and/or the Storage Spaces due to a breakdown or a malfunction of the network equipment or connectivity. The breakdowns and malfunctions of the network equipment or connectivity which do not impact the ability to access Host Servers and Storage Spaces are not considered as unavailability, including if a devaluation of performance of the Infrastructure (especially the response time) is observed;

- Regarding the Virtualisation Interface: unavailability to use part or all of the functionalities of the Virtualisation Interface due to an inherent problem of this application (excluding problems of settings or malfunctions related to a lack of maintenance or a lack of update of the application, which remain the Client's liability).

It is expressly agreed that the aforementioned service credits are the Client's sole remedy for all damages, losses, liabilities, costs and expenses resulting from OVH's failure to comply with its obligations under this Article 9. As such, the Client will renounce any further requests, claims and/or action.

If any event leads to the non-respect of several Service Levels defined above, there could not be any accumulation of credits. In such a case, the most favourable Credits for the Client shall be applied.

The total service credits allocated by OVH to the Client in any given month shall in no circumstances exceed the price paid by the Client for the Service during that month.

The Client may not submit a claim under the SLA beyond one month after the closing of the trouble ticket corresponding to a malfunction and for which he could seek compensation as per this article.

The service credits are credited directly to the Supplier account belonging to the Client, on The Client's request. The Client shall make its request in its Management Interface, in the month following the month in which the Supplier recorded the downtime. Otherwise, the Client is no longer eligible to obtain such compensation.

The Client may not claim for service credits under Article 9 where the unavailability results, in whole or in part, from (i) events or factors beyond control of OVH, including but not limited to events of force majeure, actions of a third-party, internet connection issues, the malfunction of the internet, the malfunction or misuse of hardware or software under the control of the Client (in particular applications running on the Instance), (ii) a breach of the obligations of the Client pursuant to this Contract (notably failure to collaborate with OVH to resolve the incident),
(iii) the misuse or inappropriate use of the Service by the Client (notably incorrect network settings), (iv) scheduled maintenance, (v) an interruption permitted pursuant to OVH's General Terms and Conditions, or (vi) computer hacking or piracy.
In such cases, excluding point (iv), OVH reserves the right to invoice the Client for the cost of the work done to re-establish the availability of the Services. OVH shall provide a quotation for such work which shall be sent to the Client for approval.

OVH shall use all reasonable endeavours to establish the cause of the unavailability, and confirm which exclusion set out above applies. OVH shall be permitted to use components in its information system (such as connection data) for this purpose.

ARTICLE 10: **ADDITIONAL IP-ADDRESSES**

OVH can offer a number of additional IPv4s, which may or may not be charged for. Since the growing scarcity of IPv4s in different countries across the world means growing purchase costs, OVH may apply charges to IPv4s that have previously been offered free of charge.

In the case where an IPv4 that had previously been free of charge becomes billable, the client will be offered the choice to either accept the charge, or release the concerned IPv4.

ARTICLE 12: **PRICING**

Pricing for the Private Cloud is available at www.ovh.com.sg

These prices are quoted before tax and the Service is intended exclusively for professionals. The rate indicated on the order published by OVH does not include charges for additional services, option and features or excess volume usage.

Each month the Service is automatically renewed based on the ongoing resources and configuration of the Services used by the Client at the end of the previous month.

Any month started is due and payable by the Client.

The outgoing bandwidth of the Private Cloud is limited to a maximum output of data. The Client can subscribe to the option of allowing an increase in output.

In certain circumstances, OVH may require the Client to pay a deposit in respect of the Services.

Without prejudice to any other rights, OVH may at its discretion, refuse to accept any order placed by the Client if the Client defaults in respect of any payment due to OVH.

APPENDIX 1

PRIVATE CLOUD BACKUP & DISASTER RECOVERY OPTIONS

This Appendix describes and sets out specific conditions applicable to the Backup and Disaster Recovery optional features of OVH Private Cloud Services ("Backup and Disaster Recovery Options"). It supplements and is an integral part of the Private Cloud Specific Conditions.

Description. The Backup and Disaster Recovery Options allow the Client to back up and restore the Virtual Machines of its Private Cloud as well as the data stored thereon.

Software. The Backup and Disaster Recovery Options software made available to the Client within the Service are developed by third party suppliers (the "Third Party Products"), and integrated into the Management and Virtualisation Interfaces. To the extent OVH is not involved in the design and development of the Third Party Products made available to the Client within the Backup and Disaster Recovery Options, OVH is not responsible for their potential technical errors, security vulnerabilities, incompatibilities or instabilities, and offers no guarantee for such Third Party Products. The Client is only authorized to use the Third Party Products in accordance with the terms of the Private Cloud Special Conditions, and in particular is forbidden from decompiling, accessing the source code, reinstalling on any other infrastructure, or sub-licensing the Third Party Product software or systems made available to it. OVH and Third Party Products reserves the right to modify the Third Party Products at any time.

Storage Spaces. The storage spaces allocated to the Backup and Disaster Recovery Options (the Storage Spaces") are physically segregated from the Infrastructure in which the Client's Private Cloud is installed. The location of the Storage Space used for the Backup and Disaster Recovery Options may vary depending of the Private Cloud Services Datacenter selected by the Client in the Order. Depending of such selection, the Storage Spaces may be located in the same Datacenter than for Private Cloud Services or in a different one. The Client is responsible to ensure such location suits to its needs and requirements.

Conditions of use. The Client is solely responsible for the use of the Backup and Disaster Recovery Options, and notably to (a) select the Virtual Machine of its Private Cloud to be backed up, (b) configure the back-up frequency and quantity it wishes to apply to such, (c) check that the backup and restore operations have been fully performed in accordance with its requirements and chosen configuration, (d) control the integrity of the back-up with tools and software included in Third-Party Products and/or any other tools which the Client considers as appropriate, and (e) in the event of failure, the Client shall be responsible to restart the backup and restore operation. OVH does not manage the Back-up and Disaster recovery operations performed within the Services, and shall not be liable for the consequences of any failure, malfunction or error of the Backup and Disaster Recovery Options. The Client shall promptly notify to OVH any discovered malfunction, error or failure of the Backup and Disaster Recovery Options. Backup and Disaster Recovery Options can be suspended and/or interrupted in the conditions provided within the applicable terms.

Content. The Client is solely responsible of the content backed-up within the Services, and shall notably ensure to hold all the necessary rights and to comply with any applicable regulation. OVH has no knowledge of the content and activities for which the Client uses the Backup and Disaster Recovery Options.

Billing. The Client will be billed according to the frequency and quantity of backup and restore operations applied to its Virtual Machines and according to the storage period of the data backed up in this way.

End of the Services. The Client acknowledges that all data stored in the Storage Space allocated to the Backup and Disaster Recovery Options will be deleted by OVH following both the non-renewal of the Options and the non-renewal of the Private Cloud Services. Therefore, the Client shall proceed to recover all of its data prior to the expiry of any of the Backup and Disaster Recovery Options or the Private Cloud Services.