

SPECIFIC CONDITIONS FOR TESTING PHASE

Version dated on July 31, 2020

OVHcloud is opening a Testing Phase under the following terms and conditions:

ARTICLE 1: SCOPE

These Specific conditions will supplement the general conditions and terms of service from OVHcloud and are intended to define the technical and financial conditions by which OVHcloud is developing a Testing Phase for the Service purchased by a Client. The Testing Phase is hereafter defined as any phase of the development process of a Service (POC, MVPP, Alpha, Beta or Gamma) during which the Client is entitled, by subscribing on OVHcloud website to use a new service or product before it is marketed effectively in order to participate in its improvement and to find any and all possible dysfunction. These Specific conditions shall take precedence over the general conditions should any conflict arise between these two documents.

ARTICLE 2: PURPOSE

Within the scope of these Specific Conditions, OVHcloud provides the Client a service in a Testing Phase (hereinafter referred to as "the Service") to allow for the implementation of large-scale testing and verification of the proper functionalities of Service ahead of its effective marketing.

ARTICLE 3: CONDITIONS FOR THE PERFORMANCE OF THE SERVICES

The Client will acknowledge the specificities of the Service (including its price and terms of service) from the Website of OVHcloud. OVHcloud reserves the right to bill or deny access to the Service. Similarly, the number of users of the Service, methods to access the features of the Service will be determined by the sole discretion of OVHcloud and may be modified as OVHcloud see fit. When the service is being billed, by default, it will be done under the provisions described in the Terms of Service. OVHcloud reserves the right to restrict any billing arrangements (particularly relating to means of payment available). Only information contained on the OVHcloud site or in the OVHcloud management interface of the Client shall prevail in the case of any challenge. The Client confirms he/she has the technical knowledge necessary to ensure proper administration of the Service, particularly regarding the safeguarding of its data. The Client is responsible to ensure the full use of the Service. OVHcloud 's responsibility cannot be incurred due to a malfunction of the Service resulting from the misuse of the Service by the Client. The Client agrees to use this service fairly and safely. In the case of any abnormal use of the Service, OVHcloud reserves the right to interrupt as provided by Article 7 hereafter. Client may be asked to provide feedback to enable OVHcloud to improve the Service. The feedback will be made by various means which will be put in place by OVHcloud (including private mailing lists). OVHcloud provides Clients with all the data and feedback will not be forwarded by OVHcloud to third parties outside of its own subsidiaries.

ARTICLE 4: OBLIGATIONS AND LIABILITIES OF OVH CLOUD

OVHcloud does not guarantee any stability, reliability, or availability of the service. In no event, shall OVHcloud be liable in the event of damage and/or loss of data stored, recorded, posted online by the Client via the Service. OVHcloud reserves the right to terminate a Client's Service if it constitutes a danger to the continued safety of OVHcloud 's hosting platform, particularly in cases of piracy of Client Service, the detection of a flaw in the security system, or use of the Service in a means which does not comply with general or specific

conditions of OVHcloud. OVHcloud cannot be held liable for the content of information, sound, text, images, form elements, data available on the Clients Service, transmitted or uploaded through the Clients Service in any capacity whatsoever. OVHcloud cannot be held liable for not respecting all or part of any obligation and/or failure of the operators of the worldwide transport networks to the Internet, especially for the Client and, his or her providers. OVHcloud makes no specific safeguard of any data stored on the Client's Service. It is therefore the duty of the Client to take all necessary measures to protect their data if loss or damage should occur to said data entrusted, whatever the cause, including those not specifically mentioned herein. OVHcloud provides no security for the consequences of the use of the Service by the Client, particularly as regards accessibility, storage, security and the preservation of its data. OVHcloud refers to this in order to point out to the Client that it is not recommended to store real data on the Service during the Testing Phase, especially files of vital or essential to the Client's activity. In any case, the Client shall not process any personal data when using the Service. The Marketing and continuity of the service after the Testing Phase are not guaranteed by OVHcloud.

ARTICLE 5: OBLIGATIONS AND LIABILITY OF THE CLIENT

5.1. The Client declares and warranties that it was informed that the Service is currently in Testing Phase. Therefore, the Client agrees to bear all risks (such as including instability, dysfunction, loss of data ...) related to this phase.

5.2. Client may be asked to provide feedback during the regular use of the service during the Testing Phase via different channels previously established and made available by OVHcloud.

5.3. The Client acts as an independent entity and therefore assumes all risks and perils of its activity. The Client is solely responsible for the use of the Service, the content of information transmitted, distributed or collected, any operation(s) and updating, and all files, including mailing lists.

5.4. The Client shall undertake to respect the rights of third parties, personal rights, rights of intellectual property such as copyrights, patent rights or trademarks. Accordingly, OVHcloud will not be held liable for the content of any information transmitted, distributed or collected, their operation and their updating, regarding all files, including files and addresses in any capacity whatsoever. The Client may not use the Service to make any content publicly available for which it does not hold the rights to and thus violate the provisions on copyright or intellectual property law. OVHcloud may only warn the Client about the legal consequences arising from illicit activities during the use of the Service and identify any joint liability on the use of the data made publicly available by the Client. The Client agrees not to use the Service for illicit or illegal purposes such as, in particular: spamming, intrusion or intrusion attempt from Service (not limited to port scanning, sniffing, spoofing...). With these assumptions, OVHcloud reserves the right to terminate immediately the contract of any Client, without prejudice to any damages which could be claimed from OVHcloud.

5.5. The Client alone shall bear any consequences relating to malfunction of the Service which are resulting from any use by its staff or any person whom the Client has provided his (or her) username(s) and password to. Similarly, the Client alone bears the consequences of the loss of the passwords mentioned above.

5.6. The Client is responsible for fulfilling any license or right to use contracted with OVHcloud or any third party. Otherwise, OVHcloud reserves the right to suspend the Service without notice. If the Client uses any third-party software or other third-party element within the Service, the Client shall (a) comply with any applicable terms and conditions of use, and (b) pay for any fee due to third-party licensor in counterpart of the license or granted right of use. The Client shall indemnify and hold OVHcloud harmless in case of any third-party demand, claim request and action in this respect.

5.7. OVHcloud reserves the right to exercise controls over the compliance of the use by the Clients Service to ensure these provisions are met. OVHcloud reserves the right to suspend the Service without notice, for non-compliance by the Client in relation to the special and general conditions of OVHcloud and, in general, of all laws and regulations, as well as rights others.

ARTICLE 6: DURATION

6.1. The Testing Phase is not intended to be permanent, these Specific Conditions will be conducted for an indefinite period. OVHcloud reserves the right to suspend at any time the Testing Phase. Wherever possible, OVHcloud will provide advance notice to users of the Service through a message on the mailing list created for the Testing Phase, and again on the website or OVHcloud forum, or by any means that OVHcloud considers necessary.

6.2. OVHcloud can be allowed to not renew the service at the end. In this case OVHcloud will endeavour to give prior notice to the Client and proceed to erase all data stored by the Client on the Service. The Client agrees thereby to carry out the repatriation of its data before the end of the Testing Phase.

ARTICLE 7: TERMINATION, SUSPENSION AND LIMITATION OF SERVICE

7.1. Non-compliance by the Client relating to the provisions detailed in Article 5 of these special conditions of service for the Testing Phase, including any activity specifically prohibited by OVHcloud and/or any content which are likely to rise to civil liability and/or criminal and/or likely to prejudice the rights of a third party lead to the right of OVHcloud to disconnect the terminal and/or suspend without delay and without prior notice of the Client Services and to terminate immediately the contract, without prejudice to any damages which could be claimed by OVHcloud.

7.2. Under this contract, for any reason, OVHcloud may proceed to delete any and all the files on the Client's Service. OVHcloud reserves the right to restrict, limit or suspend services without notice or compensation if it appears that the Client is using the services provided to them for any activity, whatsoever, that does not comply with the contractual terms of ' OVHcloud ' or does not match the purposes of a test being conducted as part of the Testing Phase.

7.3. The Service may still be restricted, limited or suspended when the special conditions applicable to each type of service provided by OVHcloud provide this sanction as a result of a breach.

7.4. In any event, the measures for restriction, limitation or suspension of the service shall be exercised according to the seriousness and recurrence of a failure. They are determined according to the nature of the deficiencies found.

7.5. The Client agrees in advance that OVHcloud may perform a restriction, limitation or suspension of the Service offered should OVHcloud receive a notice to that effect notified by a competent authority, administrative, arbitration or judicial settlement in accordance with laws and regulations.