

## Specific Conditions OVHcloud Enterprise Support

### **Article 1. Purpose**

These Specific Conditions are intended to define the terms and conditions of the enterprise support provided by OVHcloud (the "**Enterprise Support**") and are applicable from the Contract signature by the Client on his behalf, to the exclusion of any other support specific conditions previously subscribed by the Client.

The Enterprise Support complements existing services provided by OVHcloud to the Client under the Contract (the "**Services**") and is not intended to replace those Services.

### **Article 2. Content of Enterprise Support**

The Enterprise Support includes the following services and commitments:

- 24/7/365 support in French and English for handling requests and incidents with an optimized response time from support staff;
- Access to dedicated support contact channels
- A customized follow-up of OVHcloud Services by an appointed Technical Account Manager;
- Access to complementary services and options;
- Support from OVHcloud experts;
- Stock and delivery fulfilment.

The content and terms under which the Services are provided to the Client (notably sharing of tasks and responsibilities) remain unchanged. Moreover, under the Enterprise Support OVHcloud is not intended to replace the Client when it comes to using the Services; the Client remains solely in charge of configuring and using the Infrastructures made available to him, as well as managing all components (notably data and applications) he has stored and installed on OVHcloud Infrastructures.

The Enterprise Support Services are delivered in accordance with the General Terms and Conditions of the Contract. OVHcloud is subject to an obligation of means.

The Client agrees not to use abusively the Enterprise Support. The Client shall notably refrain from (i) contacting his appointed points of contact for any service which has not been contracted with OVHcloud and (ii) establishing a relationship between the Enterprise Support teams and his own customers or any other third-party listed in the Contract. OVHcloud reserves the right to decline any request that would not comply with the abovementioned provisions.

### **Article 3. Incident management**

"**Incident**" means any event which causes or is likely to cause an interruption or a reduction in the continuous operation of the Infrastructure and/or Services provided as per the Contract.

#### **3.1 The incident management team**

Within the context of the Enterprise Support, a team dedicated to incident management is made available to the Client by OVHcloud.

This team is available 365/24/7 in French and in English.

In order to ensure incident management continuity 365/24/7, OVHcloud is outsourcing part of the Enterprise Support to some of its Affiliates in accordance with the conditions provided for in article 5 below.

#### **3.2 Solicitation Procedure**

In the event of an incident, the Client agrees to contact OVHcloud through one of the following means:

- A specific form available through the Management Interface;
- A specific Enterprise Support\* phone line;
- A specific Enterprise Support\* email address.

*(\*) Communicated during subscription*

Each request or Incident report, received as such, will result in OVHcloud creating a ticket (or "**Incident Ticket**") following one of these events: the receipt of an email from the Client, the validation of the form in the Management Interface, or the proper ending of a phone call with the Client. The Client automatically receives an acknowledgment of receipt by email indicating the creation of the Incident Ticket and the corresponding number.

The Client can access the status and history of his requests and Incident reports through the Management Interface.

When an Incident is reported, the Client agrees to contact OVHcloud with as much information as possible about the issue so that a proper diagnostic can be carried out.

#### **3.3 Handling of Incident Management Requests**

If an Incident is reported, the Enterprise Support team will investigate to identify the root cause of the malfunction and run a diagnostic.

The Client agrees to remain permanently available during the diagnostic and through the resolution of the Incident, notably by providing any additional information needed and running all necessary tests and checks.

Under the Incident Management process, OVHcloud and its Affiliates are specifically authorized by the Client to connect to the Client's hardware or software Services and to perform any operation necessary to prepare the diagnostic.

If OVHcloud determines that its Services are available and in good operational order, or that the Incident does not fall under OVHcloud's responsibility, OVHcloud shall inform the Client and agree to assist him upon request to ensure that the root cause of the difficulties encountered by the Client will be identified. In that case, time spent by OVHcloud on running the diagnostic and assisting the Client can be billed, after validation, as additional services based on the rates provided for in the Contract.

If it has been determined that OVHcloud is responsible for the Incident, OVHcloud shall finalize the diagnostic and work at restoring the availability of the impacted Services. In such case, there will be no additional billing for OVHcloud's intervention.

OVHcloud must carry out the diagnostic by any means, notably based on discussions between the Parties as well as data from the OVHcloud information system (such as login data), which are admissible by express agreement.

### 3.4 Classification of Requests

At the opening of the Incident Ticket by the Client, the Client defines the urgency and impact according to the nomenclature shown in the table below. As soon as the Incident Ticket is taken over, its qualification is reviewed by OVHcloud and updated based on the information communicated by the Client within the said Incident Ticket.

CLASSIFICATION OF PRIORITY LEVELS: P1 TO P5			
URGENCY \ IMPACT	High Interruption of Service = <i>No alternative solution available</i>	Medium <i>Deterioration of Service = Existing alternative via manual action</i>	Low <i>Nuisance without impact on Service's performances= Existing alternative via manual action</i>
High <i>The situation is deteriorating at an alarming rate</i>	P1	P2	P3

<b>Medium</b> <i>The situation is slowly deteriorating over time</i>	P2	P3	P4
<b>Low</b> <i>The situation is stable but has a potential for degradation over time</i>	P3	P4	P5

OVHcloud follows the following service objectives according to the defined priority level:

Indicator	Priority	Description	Objective**
Request handling time *	Priority 1 (P1)	Incident affecting most Services or critical Impact for the Client	Fifteen (15) minutes
	Priority 2 (P2)	Incident affecting part of the Services or significant Impact for the Client	One (1) hour
	Priority 3 (P3)	Incident degrading the Services with moderate Impact for the Client	Four (4) hours
	Priority 4 (P4) & Priority (P5)	Request for assistance, advice; minor Impact for the Client	Twenty-four (24) hours

\*The **‘Request handling time’** is the time period between the point at which the Incident Ticket is created by OVHcloud, and the point at which the Incident is handled by the Enterprise Support team; ‘handling’ refers to the Incident Ticket being assigned to an Enterprise Support agent from OVHcloud, not the point at which the Incident is resolved.

\*\*OVHcloud cannot guarantee that the service level objectives defined above can be met.

The service levels defined above are service level objectives (SLO). The Client cannot claim any compensation in the event of a default by OVHcloud to meet these SLO.

## **Article 4. Customized Monitoring**

### **4.1 Assigned Technical Account Manager**

OVHcloud provides the Client with an assigned Technical Account Manager who is responsible for monitoring the Services provided to the Client under the Contract (“**the Technical Account Manager**”).

The Technical Account Manager is not intended to replace the team in charge of Incident management as mentioned in article 3 above, which remains the first point of contact for the Client with regards to request and Incident management.

OVHcloud cannot guarantee that the Client will keep the same Technical Account Manager for the entire duration of the Contract and reserves the right to substitute any other competent Technical Account Manager. In that case, and subject to exceptional circumstances preventing OVHcloud from doing so (such as illness or sudden departure), OVHcloud agrees to inform the Client within a reasonable time.

### **4.2 Service Monitoring**

The Technical Account Manager appointed by OVHcloud is responsible for the regular monitoring of Services being provided to the Client.

The Technical Account Manager writes up an activity report including but not limited to the following points:

- Monitoring of the availability rate of the Client's Services;
- Number of requests and Incidents reported by the Client;
- Number of requests and Incidents processed by OVHcloud;
- Number of requests and Incidents awaiting processing;
- Monitoring of resource utilization rate (processor load, memory occupancy, I/O levels, etc.) based on the Client's Services.

The Technical Account Manager can, if needed, make recommendations to the Client with the goal of upgrading his Infrastructure and, more generally, the resources allocated in case of inadequacy.

This activity report is sent to the Client for debate.

The Technical Account Manager organizes periodical monitoring committees: monthly, bi-monthly or quarterly, whose frequency is determined by mutual agreement with the Client. These monitoring committees will be centralized for the Client, i.e. a single instance for the Client is provided for in the context of Enterprise Support.

It is the Client's responsibility to identify a single point of contact who will be the privileged point of contact for the Technical Account Manager.

In the case of an Incident that could severely alter the continuity of the Services offered by OVHcloud, each Party can request that a special monitoring committee be held as soon as possible to manage the situation.

#### **4.3 Customized Support**

When a Client has a request that calls for advanced support or a specific competency, the Technical Account Manager can seek the help of an expert (technical architect, Infrastructure architect, DevOps, security expert, quality expert) with the necessary skills to process the request.

The intervention of an expert can lead to additional billing set retroactively and based on a daily rate as per the "Financial Terms" article below. This will be submitted to an estimate subject to a prior validation of the Client.

If the Client wishes to upgrade the Infrastructure and/or the Services provided to him or set up a specific system (such as a quality assurance plan), the Client must present a request to OVHcloud. OVHcloud does not guarantee any feasibility with regards to the Client's request and reserves the right to decline such request.

The setup of specific systems is subject to additional billing based on the nature of the systems to be implemented. This will be submitted to an estimate subject to a prior validation of the Client.

Lead times for upgrade or additional service requests are determined through an agreement between the Parties, based on recommendations from OVHcloud found in the business proposal linked to the intervention. OVHcloud endeavours to meet the Client's needs, in light of the availability of its teams and its degree of activity.

#### **4.4 Delivery Times**

At the request of the Client, the Enterprise Support will send the Client the delivery times that OVHcloud agrees to comply with under an obligation of result, unless otherwise specified.

These delivery times can vary based on the time of the order as well as the quantity and nature of the Infrastructures ordered.

### **Article 5. Outsourcing and Processing of Personal Data**

Under the Enterprise Support, OVHcloud hands over the provision of certain services to its Affiliates located within the European Union ("EU") and in India, thereby giving them access to the Client's personal data strictly within the context and for the purposes of the Enterprise Support.

**Article 6. Duration**

The Client subscribes to the Enterprise Support for an initial period of twelve (12) months (the “Initial Period”).

At the end of the Initial Period, the Enterprise Support is tacitly renewed for successive periods of twelve (12) months (each, the “Renewal Period”), unless terminated by one of the Parties by registered mail with return receipt, at least three (3) months before the end of the Initial Period or each Renewal Period.

By way of exception, when the Client has subscribed for one or more Services that require the Enterprise Support (as specified in the applicable Specific Terms of Service), the Enterprise Support is subscribed for the whole duration of these Services. Therefore, the Enterprise Support will continue until the expiry or termination of the entirety of these Services.