# SPECIFIC CONDITIONS OF ENTERPRISE SUPPORT

*Version of February 6th, 2025*

Changes:
We updated this document to clarify and simplify its provisions.

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## 1. WHAT IS THIS ABOUT ?

These Specific Conditions define how OVHcloud provides its support services or support to companies ("**Enterprise Support**"). They complete OVHcloud's General Terms of Services or, if needed, the contractual terms and conditions signed between the parties. They are applicable from the Contract signature by the Client, to the exclusion of any other Support conditions previously subscribed to by the Client.

## 2. WHAT DOES ENTERPRISE SUPPORT ENTAIL ?

Enterprise Support includes the following services:

- 24/7/365 support in French and English for handling requests and incidents with an optimised response time from support staff;
- Access to dedicated support contact channels;
- A customised 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. Under the Enterprise Support, OVHcloud is not intended to replace the Client; it 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.
Enterprise Support is subject to an obligation of means in this regard.
The Client agrees not to use abusively the Enterprise Support. It 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.

## 3. INCIDENT MANAGEMENT

### 3.1 Our incident management team

OVHcloud provides the Client with a dedicated incident management team, available 365/24/7 in French and in English. To ensure this incident management continuity 365/24/7, OVHcloud calls on the services of some of its Affiliates in article 5 below.

### 3.2 How to contact us

In the event of an incident, the Client contacts OVHcloud through one of the following means:

- A specific form available through the Control Panel;
- A specific Enterprise Support* phone line;
- A specific Enterprise Support* email address.
  *(*) Communicated during subscription*

The Client shall communicate as much information as possible about the problem encountered to OVHcloud, to ensure effective diagnosis and prioritisation.

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 Control Panel, or the proper ending of a phone call with the Client. The Client automatically receives confirmation by email indicating the creation of the Incident Ticket.

**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 in order to collaborate with OVHcloud, notably by providing any additional information needed and running all necessary tests and checks.

In order to manage Incidents, the Client expressly authorises OVHcloud and its Affiliates to connect to the Services - both the hardware and software - and to perform any operation necessary to resolve the Incident.

If OVHcloud determines that its Services are available and in good operational order, or that the Incident does not fall under OVHcloud's responsibility, it 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 finalise 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.

**3.4 Classification of Requests**

At the opening of the Incident Ticket by the Client, it 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**<br>Interruption of Service<br>=<br>*No alternative solution available* | **Medium**<br>*Deterioration of Service*<br>=<br>*Existing alternative via manual action* | **Low**<br>*Nuisance without impact on Service's performances*=<br>*Existing alternative via manual action* |
| **High**<br>*The situation is deteriorating at an alarming rate* | P1 | P2 | P3 |
| **Medium**<br>*The situation is slowly deteriorating over time* | P2 | P3 | P4 |

| | | | |
|---|---|---|---|
| **Low**<br>*The situation is stable but has a potential for degradation over time* | 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 |

** '**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 form of credits or penalties in the event of a default by OVHcloud to meet these SLO.

## 4. CUSTOMISED 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, which remains the first point of contact for the Client with regards to 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.

The Client must assign a single point of contact as the priority point of contact for the Technical Account Manager.

### 4.2 Service monitoring

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

They write up an activity report communicated to the Client for discussion, presenting in particular:

- 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 utilisation rate (processor load, memory occupancy, I/O levels, etc.) based on the Client's Services.

They can make recommendations to the Client with the goal of upgrading his Infrastructure and, more generally, the resources allocated in case of inadequacy.
They organise periodic monitoring committees: monthly, bi-monthly or quarterly, for all of the Client's Services.

If an Incident is such that it 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 Customised 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.

In this case, a quote shall be prepared and submitted to the Client for approval before the expert begins any work.

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. OVHcloud endeavours to meet the Client's needs, in light of the availability of its teams and its degree of activity.

OVHcloud's Professional Services provide technical advice and support (architecture definition, migration projects, training, etc.) for the transformation projects of its Clients.

As part of Enterprise Support, by calling on their Account Manager, the Client can benefit from a package of 4 (four) hours per year of professional services free of charge. These hours cannot be accumulated from one year to the next. Any unused hours shall be forfeited on termination of the Enterprise Support term.

If the four-hour pack is exceeded, a quote shall be submitted to the Client for approval before these additional services are carried out and billed to the Client.

**4.4 Delivery Times**

If the Client wishes to order Infrastructure Services, they can contact its Technical Account Manager to find out the provisional delivery times of such Services.
These delivery times can vary based on the time of the order as well as the quantity and nature of the Infrastructures ordered.

## 5. OUTSOURCING AND PROCESSING OF PERSONAL DATA

OVHcloud hands over the provision of certain services to its Affiliates located within the European Union, and to its Affiliate "HEBERGEMENT OVH Inc." located in Canada, thereby giving them access to the Client's personal data strictly within the context and for the purposes of the Enterprise Support.

The Client is responsible for all formalities and authorisation requests necessary for the transfer of personal data outside of the European Union.

Subject to cases of authorised transfers under the Contract, resorting to entities located outside of the European Union is subject to a prior validation of the Client from the moment it involves access to personal data stored by the Client as part of the Services.

## 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, except in the case of the Client's provision of notice to the contrary at least three (3) months in advance, the Enterprise Support is tacitly renewed for successive periods of twelve (12) months (each, the "Renewal Period").

However, if 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.