SPECIFIC TERMS OF SERVICE FOR KEY MANAGEMENT SERVICE (KMS)

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CONTENTS

1. WHAT IS THIS DOCUMENT ABOUT? 1
2. DEFINITIONS 1
3. WHAT IS KMS? 1
4. HOW DO I ACCESS KMS? 1
5. TERMS AND CONDITIONS OF USE 2
6. DURATION AND RENEWAL 2
7. BILLING 2
8. WHAT ARE THE APPLICABLE SERVICE LEVEL AGREEMENTS (SLAs) AND THE RESPECTIVE SERVICE CREDITS? 3
9. PROCESSING PERSONAL DATA 3

1. WHAT IS THIS DOCUMENT ABOUT?

These STS and its annexes set out the terms of use and financial conditions applicable to the Service named Key Management Service ("**KMS**").

They supplement the current General Terms of Services in force, which are also applicable to KMS: https://contract.eu.ovhapis.com/1.0/pdf/contrat_genServices-gb.pdf**.**

2. DEFINITIONS

Terms beginning with a capital letter in these STS are either defined herein or in the other contractual documents that constitute the Contract concluded between the Client and OVHcloud:

"**Client's Data**": Service Keys, KMIP objects and domain root Keys, processed by OVHcloud as a data processor.

"**Keys**": The encryption keys used for the encryption of data using KMS.

3. WHAT IS KMS?

KMS allows the Client to encrypt data hosted in compatible Services, and to generate, manage and store the Keys.

The list of compatible Services is updated by OVHcloud from time to time.

KMS is based on the concept Customer Managed Keys (CMK), where the Client manages within KMS the lifecycle of the Keys, that are generated by KMS itself or created elsewhere by the Client and imported by the latter to KMS.

Information on the detailed features of KMS is available on the Website.

4. HOW DO I ACCESS KMS?

After the effective payment of the order by the Client, OVHcloud informs the latter by e-mail about the provision of KMS and its availability.

5. TERMS AND CONDITIONS OF USE

5.1. Requirements and general information

The Client confirms that they have all of the technical knowledge necessary to ensure that KMS is properly used and its resources are administered correctly.

It is necessary that the Client has some familiarity with application programming interfaces (APIs), as well as encryption and signature processes.

The Customer declares to have read and understood the documentation on KMS, particularly those in the "Guides" section of the "Support" section of OVHcloud website.

5.2. How are the responsibilities for administering KMS shared between OVHcloud and the Client?

The responsibilities of each Party are set out in a RACI matrix available in our help centre.

5.3. Authentication

Certificates issued by OVHcloud are necessary to authenticate the Users accessing KMS. These certificates comprise a private component which needs to be locally stored by the Client in a safe way to prevent malicious access.

5.4. Which restrictions are applicable to KMS?

Encryption keys generated by KMS may not be compatible with third-party services. Information about such compatibility is available on OVHcloud website.

5.5. What are the encryption settings used within KMS?

Information about available encryption algorithms, methods and key lengths is displayed on OVHcloud website.

5.6. Is KMS compliant with data residency requirements?

The Client is the sole responsible for the compliance with data residency requirements that might be applicable to the Keys stored using KMS.

In order to allow the Client to verify such compliance, OVHcloud informs the Client, before the placement of any Order containing KMS, the location where KMS is hosted.

6. DURATION AND RENEWAL

KMS starts on the day that it is activated for the duration chosen during the Order or otherwise for a monthly period ("**Initial Duration**").
At the end of the Initial Duration, KMS automatically renews in successive periods of the same duration unless it is renewed for a different duration (collectively "**Renewal Period**") or terminated.

7. PRICING AND BILLING

7.1. What is KMS pricing?

KMS is priced according to the maximal number of active Keys reached during such period. The tariffs are available on the Website.
No amounts are due for a given month if no active Keys are stored within KMS during such month.

7.2. How is KMS billed?

Upon ordering, as well as when renewing KMS subscription, an invoice is issued and paid automatically via the payment method registered by the Client.

KMS is billed monthly in arrears at the beginning of the calendar month following the month of use.

8. WHAT ARE THE APPLICABLE SERVICE LEVEL AGREEMENTS (SLAs) AND THE RESPECTIVE SERVICE CREDITS?

The SLA for KMS is to provide a monthly availability rate of 99,50%.

Whenever this rate is not met, the Client is entitled to a credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, limited up to 30% of the monthly cost of the Service.

"**monthly availability rate**": *the total number of minutes in the month in question deducted from the number of minutes of Unavailability over the month in question. The total is divided by the total number of minutes in the month.*

"unavailability": *the loss of access to KMS for more than three (3) consecutive minutes due to a fault or malfunction of OVHcloud equipment (network or other). The loss of connectivity is recorded by OVHcloud thanks to monitoring requests. The downtime is calculated by OVHcloud from the moment an Incident ticket is opened, until the respective fault or malfunction is resolved. If OVHcloud is unable to perform the aforementioned technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the availability commitments set out above must not apply.*

9. PROCESSING PERSONAL DATA

This article describes the personal data processing carried out by OVHcloud in its role as processor on instruction from the Client, as part of the provision of KMS. It particularizes and complement the Data Processing Agreement, which remains fully applicable.

As a data controller, OVHcloud also processes personal data relating to the use of KMS, in particular login data and user IDs, access and usage logs, service usage and consumption histories, as well as technical data relating to the configuration and performance of KMS.

9.1. Data

In order to provide KMS, OVHcloud processes the Client's Data.

The Client's Data is stored encrypted. Decryption is done on KMS after authentication and authorization in compliance with instructions from the Client.

9.2. Processes and purposes

OVHcloud's processing of Client's Data includes storing, recording, retaining, organizing, accessing, consultation, use, erasure and deleting this data. These processes are carried out only when necessary for the purposes of providing KMS (maintenance, administration and support).

9.3. Data location

All infrastructure of KMS, including the processing of Content, is hosted on dedicated baremetal servers managed by OVHcloud.

The dedicated infrastructure is located in the Datacenter chosen by the Client when placing the Order.

9.4. Data retention

9.4.1. Content

The Content is managed by OVHcloud, who remains solely responsible for its backup, retention and deletion during the Service. When the Service ends, the Content is deleted by OVHcloud under the conditions set out in article 9.4.3 below.

9.4.2. Logs

OVHcloud is solely responsible for the logs that the Client generates as part of using the Service.
These logs are kept for a maximum of twelve (12) months.

9.4.3. Backup

As part of the provision of the Service, OVHcloud proceeds with the backup of Client's data which is erased within 30 days from its creation.
This also applies at the end of the Service for any reason, case in which the Keys are deleted according to the provisions of the GTS on the deletion of Content.
In case of loss of the Keys, any data encrypted using such Keys may become permanently and irreversibly inaccessible. It is therefore the Client's responsibility to take any necessary measures when deleting the Service and associated keys.

9.5. Sub-processors

No Sub-processors are engaged in the provision of KMS, other than the ones mentioned in the Data Processing Agreement.

9.6. Responsibility sharing

The responsibilities of each Party are set out in a RACI matrix available in our help centre.