SPECIFIC CONDITIONS FOR PUBLIC CLOUD SERVICES

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Changes:
This updated version:
- Specifies the Savings Plans conditions.

Previous version:
The previous version of this document is available here.

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1. WHAT IS IT ABOUT?

These SC and its appendices set out the terms of use and financial conditions applicable to the Services in the OVHcloud Public Cloud universe (hereinafter referred to as the "**Public Cloud Service(s)**").

These SC supplement the GTS in force, which are also applicable to the Services.

2. DEFINITIONS

Terms beginning with a capital letter in these SC are defined below and in the other contractual documents that are part of the Contract agreed between the Client and OVHcloud.

"**Data Platform Website**": https://eu.dataplatform.ovh.net

"**Host Server**": Physical server with a memory and processor load. Configured and managed by OVHcloud, it is designed to host one or more virtual machines or Instances administered by the Client.

"**IP address(es)**": Identifier of a host attached to a public IP network connected to the public Internet, in order to reach the host.

"**Instance**": A digital server created on our Public Cloud Infrastructure that allows the development and/or use of application solutions. The Instance, created using cloud technologies, is composed of a Storage Space and part of a Host Server's processor and RAM resources.

"**Resource(s)**": A set of elements that form the Public Cloud Services, such as Instances, Block Storage, File Storage, Object Storage, clusters, data analytics platforms, computing units, vRack, etc., the configurations and features of which are described and accessible on the Website. The Resources belong exclusively to OVHcloud and are made available to the Client as part of the Public Cloud Services to which they subscribe.

"**Storage Space**": Disk space attached to an Instance. Depending on the characteristics of the Instance, this disk space can be either a "local" storage space or a "remote" storage space. The "local" storage space is directly linked to the Instance. The data is deleted, and the disk is reinstalled as it was originally when the Instance is deleted or reinstalled. In the "remote" storage space, data is stored regardless of the Instance's backup status. The "remote" storage space is deleted when the Instance is deleted or reinstalled.

3. WHAT DO THE SERVICES CONSIST OF?

Public Cloud Services consist in OVHcloud providing the Client with the Resources the Client has subscribed.

Instances have a local or remote Storage Space, all or part of the resources of a Host Server (RAM and processor), and a fixed IP address geolocated, if available, in accordance with the physical location of the Instance.

The Resources allocated, as well as the maximum data throughput on the bandwidth and Storage Space characteristics (replication/distribution/location), will vary according to the configuration and the Instance type. The quantities of RAM and processor resources allocated to the Client are either dedicated to the Client or shared by the Client with other users with one or more Instance(s) installed on the same Host Server. In the case of shared resources, performance cannot be guaranteed.

Depending on the type of Storage Space selected, different features and/or options (e.g. public container, transfer protocols) may be available. Some Storage Spaces do not have redundancy (e.g. archiving spaces).

The capacities of the Public Cloud Services may be limited (including bandwidth, additional volumes of an Instance, etc.). These limits are set out on the Website.

4. HOW DO I ACTIVATE THEM?

Temporary access codes and generic keys are provided by OVHcloud when Public Cloud Services are made available. It is imperative that the Client changes the codes as soon as possible after receiving them, while respecting best practices in terms of secure and confidential authentication methods.

Once a Public Cloud Service is activated by OVHcloud, the Client may at any time manage their Resources (increasing or reducing the number of Instances and the volume of data stored within the Storage Spaces, changing the Instance(s), provisioning it in order to use a new configuration, etc). These changes take place asynchronously following the Client's request, made directly from their Control Panel or using the APIs provided by OVHcloud.

5. WHAT ARE THE TERMS OF USE FOR THE SERVICES?

5.1 Prerequisite

The Client confirms that they have all the technical knowledge necessary to ensure that the Resources are administered correctly, and to ensure the continuity of the Content stored on the Public Cloud Services, particularly by performing backups and replicating the Content in remote locations external to OVHcloud.

The Client is aware of the documentation on the Public Cloud Services, particularly the documentation in the "Guides" section in the "Support" section of the Website.

To be able to order and use the Public Cloud Services, these must be associated with a Client's "OVHcloud Public Cloud Project".

5.2 General Information

Since some components of the Host Servers can be shared by several clients of OVHcloud, the Client agrees to not use the Public Cloud Service(s) in a way that is likely to be detrimental to other clients or harm the reputation of the IP address of the Host Servers.

The Client is solely responsible for their administration and use of the Resources. OVHcloud is responsible for administering the Infrastructure (hardware, network, Host Servers, disks, etc.) on which the Public Cloud Services are configured, but is not involved in the administration of these Resources.

OVHcloud performs the maintenance in an operational condition of the hardware and network Infrastructures on which this Service is based. OVHcloud also manages the updates of Components made available to the Client. For the rest, the Client is responsible for managing the Service, including the rights of use of the Service, and for the implementation of any required measures to ensure the continuity of their data and other Content.

For the preservation of its Infrastructure, OVHcloud reserves the right to filter certain ports deemed to be sensitive and to impose limitations on UDP/ICMP flows. OVHcloud reserves the right to limit or restrict certain Resource features in order to protect the security of its Infrastructure. The Client will be informed of the implementation of these blockages wherever possible.

For security reasons, certain features and protocols (such as IRC or P2P file sharing) are likely to be limited on the Public Cloud Services. Anonymization services (Proxy) and card sharing (CCCam or similar) are not permitted on the Public Cloud Services.

The operations of deleting and reinstalling Resources, as well as the termination of Services, result in the automatic and irreversible deletion of: (a) the operating systems and the applications installed on them; and (b) all Content reproduced, stored, hosted, collected, transmitted, distributed, published, and more generally used by the Client on the deleted or reinstalled Resources, including any potential backups.

The Client is solely responsible for any operations (such as backups, transfers, snapshots, etc.) that the Client deems necessary to carry out before deleting or reinstalling the Resources, in order to protect against the loss of Content.

! IMPORTANT!

- When a Resource is deleted, it may be emptied of any Content, recycled and immediately assigned by OVHcloud to another client.

- OVHcloud does not carry out any specific backups of the Content stored on the Resources. The data replication mechanisms implemented by OVHcloud as part of the Services do not under any circumstances constitute a safeguard for the Client against the loss or alteration of their Content. It is therefore the Client's responsibility to take all necessary measures to back up their Content in order to be able to restore it in the event of its loss or deterioration.

- The "**Snapshot**" feature allows to take "instant" copies of the status (processor and RAM) of an Instance at a given time. Some Instances are not eligible for this feature, as indicated on the Website. A Snapshot does not constitute a permanent backup of the Instance data. Therefore, a Snapshot cannot under any circumstances exempt the Client from making a backup of their data and Content. These point-in-time copies are of unlimited duration, and are stored on an Object Storage Resource located in the same geographical location as the Instance being copied. The Client may request the restoration of their Instance from any Snapshot. In this case, the Instance data is deleted and replaced with the data from the selected Snapshot.

The Public Cloud Services, and in particular the Cloud Computing technologies that allow the host server computing power and storage capacities to be operated via the Internet, do not include a guarantee of Service continuity, nor a guarantee of protection and preservation of the Client's Content. The Client remains solely responsible, particularly in the event of hosting Content and/or sensitive data and/or data needed to continue their or their Client's activities, for (i) backing up their data and other Content, (ii) setting up and managing a business continuity and/or disaster recovery plan, and more generally, (iii) any technical and organisational measures that enable the activity to continue in the event of a major malfunction of the Services likely to affect their business continuity and the availability and integrity of their Content.

5.3 Applications, tools and software

The applications, tools and software provided by OVHcloud as part of the Services (including the operating system that OVHcloud configures with the Client Instances, the pre-installed applications and the APIs made available), must be used in compliance with the Contract, including the Third-Party Products Conditions. The Client agrees to also use the latest available versions of the applications, tools and software provided by OVHcloud.

The Public Cloud Services can be used and interconnected with elements not provided by OVHcloud (software, systems, applications connected devices, etc.). The Client is responsible for acquiring all the rights necessary for their use, and for paying the corresponding fees directly from the third-party rights holders.

5.4 Maintenance operations, Service upgrades and updates

OVHcloud is responsible for carrying out maintenance operations on the hardware on which the Public Cloud Service is based. OVHcloud is also responsible for updating and upgrading the operating systems and software programs offered as part of the Service, as well as its configuration.

OVHcloud reserves the right to upgrade the operating systems and pre-installed applications, in particular by carrying out any updates and version upgrades.

Updates and upgrades of Third-Party Product versions made as part of the Public Cloud Services may have impacts on the Services in use and cause incompatibilities between certain Services.

In the event of the need to update and/or upgrade a version of an operating system or an application currently in use by the Client, this shall be carried out according to the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused the updates.

The Client may also carry out maintenance and update operations on the aforementioned operating systems and pre-installed applications. In this case, the Client assumes full responsibility. OVHcloud cannot be held liable in this regard, particularly for operations (maintenance, update, version upgrades, etc.) carried out that violate the applicable Conditions or Service and/or the licence conditions, or for the malfunction of Resources following such operations carried out by the Client.

Prior to any updates or version upgrades of operating systems and applications, the Client must take all necessary measures and backups to ensure the continuity of the Content and to ensure that the upgrade or new version is compatible with the Services. OVHcloud invites you to consult the Website, and if more information is required, to contact Support.

To maintain the security level of Resources, Infrastructure and/or Services, OVHcloud may require that:

(i) the Resource operating system and applications pre-installed by OVHcloud are updated when a security flaw has been identified;

(ii) the Client reinstalls or removes Resources that present a security issue.

OVHcloud will notify the Client via email. This may result in the network connection of the Resource concerned being interrupted while the reinstallation or update is being carried out, or the connection being interrupted if it is not carried out within a certain period of time following a request by OVHcloud.

The Client shall be solely responsible for carrying out the operations of backing up and transferring the Content and the data of the affected system to a new system before any reinstallation and/or deletion procedure.

5.5 Location

When Ordering a Public Cloud Service, the Client chooses the Datacentre region where their Instances will be located.

Each of the Datacentres housing the Instances that form the Public Cloud Project has a free monthly quantity of outgoing public traffic that can be consumed by these Instances. In most Datacentres, this quantity is unlimited, but if it is limited, any excess will result in additional billing. The list of Datacentres affected, the quantities of outgoing public traffic offered and the applicable prices are listed on the Website. The Client must in any event use the Services in a reasonable manner in accordance with the Contract.

The purpose of Public Cloud Services available in multi Availability Zones (AZ) in a Region is to provide clients with greater flexibility and more options to configure resilience in their infrastructure. By offering Public Cloud Services in multi-AZ Regions, OVHcloud offers clients the ability to deploy their applications or services across multiple locations, reducing the risk of downtime or data loss due to a failure in a single location. Regions with multiple Availability Zones are designed to help Clients achieve resiliency and reliability for business-critical workloads. The Client remains responsible for the selection of the location of its services. This is done by selecting the respective Region in which the Service is to be deployed. The Service is then deployed within the Region according to the deployment model for this Region and Service. The Client furthermore remains responsible for the creation and implementation of backup strategies and disaster recovery plans, as detailed in the OVHcloud General Terms and Conditions of Service. In this respect, the provision of public cloud services in one or more AZs is not a safeguard against data loss, but rather a deployment model that offers more resiliency in case of loss of one AZ and thus enables the client to implement more effective backup and disaster recovery plans. The client

must take into account the technical features of the specific service (such as erasure coding (hereafter "Erasure Coding")), which may (dis)qualify it for the use in a Backup strategy or a DRP.

The Client acknowledges and accepts that they are also subject to the applicable legislation for the country in which the Infrastructures are installed and in which their Content is stored. OVHcloud may suspend the Public Cloud Service if it is used for a prohibited activity in the Datacentre location where the Client has chosen to place it.

In the case of geolocated IP addresses, the Client agrees to ensure that they do not use the Public Cloud Service in violation of the applicable legislation in the country in which the IP address is declared. In the event of a violation, OVHcloud will be forced to suspend any geolocated address associated with the Client.

6. WHAT ARE SERVICE LEVEL AGREEMENTS (SLAs) AND SERVICE CREDITS?

6.1 How the SLA is applied

The applicable SLAs and Service Credits are detailed in the attached Appendices. They do not apply to elements that remain under the Client's control, such as the software or applications installed and used on their Instance. In the event of a change of Instance following an incident, it is the Client's responsibility to reinstall or restart their software and applications, and to restore the Content stored on them.

If OVHcloud determines that any Service is available and in good working order, no Service Credit will be due. However, OVHcloud will help to identify the origin of the issues, at the Client's request.

If OVHcloud identifies an Unavailability, OVHcloud completes the diagnostic and works in collaboration with the Client to reestablish the availability.

6.2 Expiry and non-accumulation of Service Credits

The Client must use the Service Credits as part of a Public Cloud Service within the calendar month after their OVHcloud Account has been credited. If they are not used within this period, the Credit is lost and can no longer be used. The credits cannot, under any circumstances, be refunded to the Client as cash.

If the same incident results in OVHcloud failing to comply with several commitments in the SLA, the Service Credits cannot be accumulated. Therefore, the Service Credits that are the most favourable to the Client will apply.

6.3 Flat-rate compensation

It is expressly agreed that the Service Credits constitute a flat-rate compensation for any damage resulting from non-compliance of OVHcloud with the relevant SLAs. As a result, the Client waives all other requests, complaints and/or actions.

6.4 Inapplicability of the SLA

The Client may not under any circumstances avail themselves of this article, and claim the aforementioned Service Credits, in the event of Unavailability or lack of Resilience resulting in whole or in part from:
(i) events or factors outside of the control of OVHcloud, including but not limited to cases of force majeure, third party acts, problems connecting to the internet network, malfunction of the Internet network, malfunction or misuse of hardware or software under the Client's control (particularly applications executed on Resources),
(ii) failure on the Client's part to fulfil the obligations listed as part of the Contract (including a lack of cooperation towards resolving the incident),

(iii) incorrect or inappropriate use of the Services by the Client (including incorrect use of the Instances or the Control Panel, etc.),
(iv) scheduled maintenance,
(v) an interruption occurring under the conditions set out in the GTS, or
(vi) hacking.

In the scenarios listed above, and with the exception of point (iv), OVHcloud reserves the right to bill the Client for the intervention carried out to reestablish the availability. This will subject of a cost estimate sent to the Client for validation. The causes of the Incident, and the detection of the excluded cases listed above, can be determined by OVHcloud by any means, including on the basis of elements from its system information (e.g. connection data), which can be sent to the Client upon request.

7. DURATION OF SERVICES

Once the subscription to the Service has been confirmed, the Client decides, according to their needs, to create and delete all or part of the Service(s) (particularly Instances and Storage Spaces) via their Control Panel.

There is no minimum duration for the Services. However, any 60-minute-period ("Hourly Billing") or calendar month ("Monthly Billing") that has started, depending on the billing method used, is billed and payable in full under the conditions set out in article 8 below. For example, to illustrate the hourly billing, if the Service is subscribed from 9:50am to 10:15am, the Client will be billed for the full hour, it being understood until 10.50am.

The Client's Resources remain available from one month to the next, except in the cases set out below.

When the Service ends, for whatever reason, as well as at the end of the retention period applicable to the Content, the Client's Resources are irreversibly deleted, along with all the associated elements (Snapshots, etc.) and the Content that may be stored on them. It is the Client's responsibility to back up or transfer this Content onto another system before the end of the Service, or before the retention period for their Content elapses.

OVHcloud reserves the right to delete the Public Cloud Service, and any associated Resources, in the event that no Resources have been billed for more than six (6) consecutive months, and if no cloud credit and/or voucher is available and valid for this Service in their Client Account. OVHcloud will notify the Client in advance of this deletion by email.

8. PRICES, BILLING AND PAYMENT

Where several pricing exist, the applicable pricing is determined by the Client via their Client Account when the Resource in question is created.

Any Resource created and its associated elements are billed, including if they are not used. Resources and their associated elements are considered as created when the Client validates them in their Client Account or via the API. Once the Client has created a Resource, this Resource and its status will appear in the Client Account. The provision of the Resource terminates when the Resource and its associated elements are deleted. A Resource and its associated elements that have been disabled, but not deleted, will continue to be billed.

The price of the Resources depends on the pricing chosen by the Client, and the period during which the Resources and the associated elements are provided to the Client.

8.1. Fixed monthly rate

This allows a Resource (and any associated elements, where applicable) to be used throughout the calendar month in which the Resource is created. If the Resource is created in the course of a month, the fixed monthly rate is billed on a pro rata basis for the number of days remaining from the creation of the Resource until the end of the current month (the Resource creation time is counted as a full day).

The fixed monthly rate is billed at the beginning of the calendar month following the month when the Resource and its associated elements are created. It is payable in full by the Client, even if the Resource concerned is deleted before the end of the calendar month in question. Any elements (Resources and associated elements) billed at the fixed monthly rate that are not deleted continue to be billed from one month to the other at the applicable fixed monthly rate.

8.2. Pay as you go

The Client is billed according to the units of work effectively used (e.g. delivery time, retention time, Data volume, number of series, etc.). Each started unit of work shall be billed in full, even if it is not fully used or if it is created and/or deleted during the hourly period (rounded up).

The work units and their prices are detailed on the Website.

The Client is billed monthly in arrears at the beginning of the calendar month following the month of use, based on the usage recorded by OVHcloud.

OVHcloud reserves the right to bill the Client before the end of the current calendar month, if the Public Cloud Services consumed by the Client during the month reach a significant total amount.
The delivery time is established by OVHcloud based on the available data in its information system, which is accepted as proof and is fully binding on the Client.

8.3. Savings Plan

8.3.1. What is a Savings Plan? How to subscribe? OVHcloud grants a discount on the price of certain Resources in consideration of a commitment by the Client for the duration of their subscription to these Resources (the "Savings Plan(s)"). The eligible Resources, commitment periods and discounts are described on the Website. The Client selects the eligible Resource, the quantity and the commitment period of their choice, in their Control Panel. The Client may subscribe to several Savings Plans for the same Public Cloud Project. OVHcloud does not guarantee the availability of all the Resources included in the Savings Plan.

8.3.2. Price of the Savings Plan. The Savings Plan discount percentage is that in force on the day of its activation. It is fixed for the entire duration of the Plan and applies to the prevailing public prices listed on the website. In the event of a price change during the commitment period, in accordance with the General Terms of Services, the discount percentage will apply to the new prices. When the Client has activated a Savings Plan, the Client may not modify, cancel or delete it, subject to the Consumer's right of withdrawal in the event of subscribing to the Savings Plan at the same time as ordering an eligible Resource. In any case, the Client must pay the full price of the Savings Plan, even if a Resource is deleted or if the Client decides to terminate their Savings Plan before the end of the commitment period.

8.3.3. Billing of the Savings Plan. The Savings Plan is billed monthly in arrears, at the beginning of the calendar month following the activation month. If the Client activates one or more Resources beyond the number provided for in the corresponding Savings Plan, these surplus Resources are excluded from the Savings Plan and the pay-as-you-go price applies to these surplus Resources. If the Client subscribes to a Savings Plan during the month, the Client will be billed, for that first month, on a pro rata basis running from the day of activation to the last day of the month in question. The Client is billed as long as they have a Public Cloud Project with one or more Savings Plans, even if the quantity of the Resources consumed is less than the quantity of the Resources attached to one or more Savings Plans.

8.3.4. End of the Savings Plan. Auto-renew is not activated by default for the Savings Plan. The Client is responsible for selecting Auto-renew in their Control Panel. At the end of the commitment period of a Savings

Plan, if Auto-renew has not been activated, the discount will end. Consequently, if the Resources are used beyond the commitment period, the pay-as-you-go price will apply in accordance with the public prices in effect as published on the Website. OVHcloud reserves the right to terminate or modify the conditions of the Savings Plan in accordance with the article "Evolutions of the Services" of the General Terms of Services. Moreover, OVHcloud may change the Auto-renew conditions at any time.

Consumers. When the Client is a Consumer, this Client must not subscribe to a Savings Plan that has a duration of more than twelve (12) months.

8.4. Payments

Payments are made within three (3) days of the billing date.

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Appendix 8: Specific Conditions –**Managed Rancher Service**

Appendix 9: Specific Conditions –**Data Platform**

Appendix 10: Specific Conditions –**AI Endpoints**

APPENDIX 1: SPECIFIC CONDITIONS - COMPUTE SERVICE

1. SERVICE DESCRIPTION

The Compute Service is a virtual or physical server service comprising a set of resources made available to the Client. These resources include CPUs, memory, disks, Storage Space and network.

The 3-AZ version of the Compute Service has the same basic specifications as the mono-AZ version. However the 3-AZ version of the Service offers a regionalized control plane which enables regional resilience of the server administration, whereas the data plane remains zonal and there is no extra resilience on Virtual Machines. Hence it remains the duty of the client to build an architecture which enables resiliency of Virtual Machines and workload.

2. CONDITIONS OF USE

Use of this Service may include, at the Client's choice, certain software developed, owned or provided by third parties or their licensors. These Third-Party Products are subject to the Third-Party Products Conditions. The quantity of resources provided to the Client as part of OVHcloud Instances is directly linked to the model they choose from the options offered by OVHcloud.

3. FINANCIAL CONDITIONS

The Service is billed either on a pay-as-you-go basis (Hourly Billing or Monthly Billing) or at a fixed monthly rate, depending on the Client's choice.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Compute: General Purpose Instances; Compute Optimized Instances; Memory Optimized Instances; GPU Instances		
Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service Credits**
100% – 99.99%	Less than 4 minutes	Not applicable
99.99% – 99.9%	4 to 44 minutes	10% of the monthly cost of the impacted Instance
99.9% – 99.8%	44 to 87 minutes	25% of the monthly cost of the impacted Instance
<99.8%	Over 87 minutes	50% of the monthly cost of the impacted Instance

Compute: IOPS Instances, Metal Instances		
Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service Credits**
100% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 87 minutes	10% of the monthly cost of the impacted Instance
99.8% – 99.5%	87 to 220 minutes	25% of the monthly cost of the impacted Instance
<99.5%	Over 220 minutes	50% of the monthly cost of the impacted Instance

Compute: Sandbox Instances, Discovery Instances		
Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service Credits**
100% – 99.95%	Less than 22 minutes	Not applicable
99.95% – 99.9%	22 to 44 minutes	10% of the monthly cost of the impacted Instance
99.9% – 99.8%	44 to 87 minutes	25% of the monthly cost of the impacted Instance
<99.8%	Over 87 minutes	50% of the monthly cost of the impacted Instance

"Monthly availability rate" the total number of minutes in the month in question minus the number of minutes of Unavailability over the month in question.. The total is divided by the total number of minutes in the month and is expressed as a percentage.

"Unavailability" means the total number of minutes during which the Service has been unavailable for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The Unavailability is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.

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APPENDIX 2: SPECIFIC CONDITIONS - STORAGE SERVICES

1. DESCRIPTION OF SERVICES

The Storage services ("**Storage**") consist of high-performance, scalable and secure Storage Spaces. These Storage Spaces are accessible via an application programming interface (API). The Services are managed, so the hardware maintenance and the software maintenance are performed by OVHcloud.

The Storage Services allow static files (e.g. videos, images, web files, etc.) to be moved through a public access point, called the endpoint, to an unlimited Storage Space, so that these files can be used from an application or made accessible on the web.

The Storage Services include the following offers:

- Block Storage:

With the Block Storage Service, the Client can expand the Instance's storage capacity. The Block Storage volume is attached to an Instance. The storage is carried out within a resilient architecture, locally using 3-way data replication, or using Erasure Coding unless otherwise specified. The Block Storage Service is based on Third-Party Products such as for instance Ceph and Exten, for which the terms of use are set out in the General Terms of Services. The Block Storage Service offer is accessible via an Openstack API and an OVHcloud API.

- File Storage:

The File Storage Service gives the Client access to a file storage space, where they can view/edit their files. The file sharing is installed simultaneously on one or more of the Client's virtual machines, on the same private network. Files are stored within a robust architecture, either locally with 3-way replication or using Erasure Coding, unless otherwise specified. The File Storage Service is based on Third-Party Products, such as Ceph and Exten, for which the terms of use are set out in the General Terms of Services. The File Storage Service can be accessed via an Openstack API or an OVHcloud API.

- Standard – Object Storage:

The "Standard" storage class consists of a scalable object storage service, compatible with the vast majority of use cases, adapted to any volume type. Storage is based on a resilient architecture in the same Datacenter, using Erasure Coding. This offer is accessible via an API.

- High Performance – Object Storage:

The "High Performance" storage class consists of a high-performance object storage service, for applications that have high bandwidth requirements and require extremely fast and intensive read and write access to data. The storage is based on high-performing NVMe SSDs within a resilient architecture, all within the same Datacenter, using Erasure Coding. This offer is accessible via an API.

- "Infrequent Access" and "Active Archive" Object Storage:

The "Infrequent Access" and "Active Archive" storage classes consist of an object storage service with performance equal to those of the "Standard" class, adapted to uses for which the data is accessed infrequently. They offer a lower storage cost, with a cost applied to each data recovery request. Storage is based on a resilient architecture in the same Datacenter, using Erasure Coding. The solution is accessible via an API.

- 3-AZ – Storage Services:

The 3 AZ Storage Services consist of one of the above mentioned Storage Services but provided based on a specific deployment mode. The storage has the exact same features as the selected standard Storage Service but provides increased availability and resiliency as described in the sections and definitions specifying the 3-AZ Services within these SC.

- Cold Archive Object Storage:

The "Cold Archive" storage class consists of a long-term, durable, secure, object storage service for archiving data over several years. Adapted to suit this use case, it comes with a very low storage cost, a 48-hour latency for retrieving data (access time to the first bytes), and a cost linked to data recovered (Restauration Fee). The storage is based on magnetic tapes in a highly resilient architecture, with data distributed across four Datacenters, using Erasure Coding. This offer is accessible via an API.

- Standard – SWIFT API Object Storage:

The "Standard (Swift)" storage class consists of an object storage service with no particular need for performance, within a resilient architecture with triple data replication within the same Datacenter. This offer is accessible via a Swift API and an S3 compatible API (less compatibility than the new Standard and High Performance Object Storage solutions).

- Cloud Archive – SWIFT API Object Storage:

The "Cloud Archive (Swift)" storage class is an object storage service with long-term data retention for business needs or other obligations. This offer is adapted to suit this use case, and offers low storage costs, and several-minute latency for retrieving data. The storage is based on capacitive disks (e.g. HDDs) within a resilient architecture in the same Datacenter, using triple data replication or Erasure Coding. This offer is accessible via a Swift API.

The description of each offer is available on the Website.

Throughout the duration of the use of Object Storage Service, OVHcloud provides the Client with a Control Panel or programming interfaces that allow the Client to configure and administer the Service, including their Storage Space.

2. ORDER AND DELIVERY

The Client activates the Services directly online on the Website from the Control Panel or an application programming interface (API).

In the event of usage that may impact the stability of the Infrastructures or the performance of the Services provided to other OVHcloud clients (e.g. saturation of the available space within a Datacenter, saturation of shared bandwidth etc.), OVHcloud reserves the right to consult the Client before delivering the Service in order to agree on an alternative solution that meets the Parties' needs and constraints.

Where the Infrastructure capacity is not sufficient (i.e. lack of available disk space), OVHcloud reserves the right to temporarily limit the use of the Storage Service: the Client can access their Content, but the Client cannot store or archive any additional Content (the Service is only accessible in read-only mode).

3. CONDITIONS OF USE

Prerequisite

Prior to any use, the Client must inquire about the hardware requirements and the services and/or elements needed to use the Storage Service. Where applicable, these requirements are set out in the documentation listed on the Website.

The Client confirms to have the necessary technical knowledge to ensure the correct administration of the Service, in particular the Storage Space, and to ensure the continuity of the Content stored or archived as part of the Service, in particular by carrying out backup operations on separate physical media in a separate location to the Services.

Client's obligations and commitments

It is the Client's responsibility to make sure that the Storage Service and Storage Spaces are used without saturating the bandwidth or volume that the Client has ordered for their use case.

The Client shall ensure that it uses the Storage Service exclusively for storage and/or archiving purposes.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Offer: Block Storage		
Monthly Availability Rate	**Total minutes of Unavailability over a given month**	Service Credits
100% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 87 minutes	10% of the monthly cost of the impacted Block Storage
99.8% – 99.5%	87 to 220 minutes	25% of the monthly cost of impacted Block Storage
<99.5%	Over 220 minutes	50% of the monthly cost of the impacted Block Storage

Offer: Block Storage 3-AZ		
Monthly Availability Rate	**Total minutes of Unavailability over a given month**	Service Credits
100% – 99.99%	Less than 4 minutes	Not applicable
99.99% – 99.9%	4 to 44 minutes	10% of the monthly cost of the impacted Block Storage
99.9% – 99.8%	44 to 87 minutes	25% of the monthly cost of impacted Block Storage
99.8% – 95%	87 to 2191 minutes	50% of the monthly cost of impacted Block Storage
<95%	Over 2191 minutes	100% of the monthly cost of the impacted Block Storage

Offer: Standard File Storage 1-AZ		
Monthly Availability Rate	**Total minutes of Unavailability over a given month**	**Service Credits**
100% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 87 minutes	10% of the monthly cost of impacted File Storage

99.8% – 99.5%	87 to 220 minutes	25% of the monthly cost of impacted File Storage
<99.5%	More than 220 minutes	50% of the monthly cost of impacted File Storage

Offer: Object Storage 1-AZ (Standard, High-Performance, Infrequent Access)		
Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service Credits**
100% – 99.9%	Less than 44 minutes	Not applicable
99.9% – 99.8%	44 to 87 minutes	10% of the monthly cost of the impacted Service
99.8% – 99.5%	87 to 220 minutes	25% of the monthly cost of the impacted Service
99.5% – 95%	220 to 2191 minutes	50% of the monthly cost of the impacted Service
<95%	Over 2191 minutes	100% of the monthly cost of the impacted Service

Offer: Object Storage 3-AZ (Standard, Infrequent Access, Active Archive)		
Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service Credits**
100 % – 99,99 %	Less than 4 minutes	Not applicable
99,99 % – 99,9 %	4 to 44 minutes	10% of the monthly cost of the impacted Service
99,9 % – 99,8 %	44 to 87 minutes	25% of the monthly cost of the impacted Service
99,8 % – 95 %	87 to 2191 minutes	50% of the monthly cost of the impacted Service
<95 %	Over 2191 minutes	100% of the monthly cost of the impacted Service

"Monthly Availability Rate": *the total number of minutes in the month in question minus the number of minutes of Unavailability over the month in question. The total is divided by the total number of minutes in this given month, expressed as a percentage.*
"Unavailability": *the total number of minutes during which the Service has been unavailable for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The Unavailability is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.*

The procedures for obtaining Credits are defined in Article 6 of the SC and in the GTS.

5. DURATION AND END OF SERVICE

5.1 Duration of the Storage Services

There is no minimum subscription duration, except for the classes developed for data that is infrequently or rarely accessed: the "Infrequent Access" Object Storage, "Active Archive" Object Storage and "Cold Archive" Object Storage classes. These classes have a minimum storage duration of:

- One (1) month per object for the "Infrequent Access" Object Storage class
- Three (3) months per object for the "Active Archive" Object Storage
- Six (6) months per object for the "Cold Archive" Object Storage

The commitment period starts from the first day when the Content is uploaded in the class indicated or starting from the first day when the archive is created (i.e. the day the container is moved to an archive and notified as such with the "archived" status).

All Content may be deleted at any time, although charges will be applied for the number of days remaining, within the limits permitted by the applicable laws.

5.2 End of Service

The termination of the Service, for whatever reason, results in the automatic and irreversible deletion of all Content from the Storage Space.
Depending on the deletion cycle, the data may remain available for a maximum duration of one (1) month.

Cold Archive:
The data in Cold Archive may remain available for a maximum duration of three (3) months.

However, this retention period does not guarantee against data loss.
It is therefore advisable that the Client put in place a business continuity plan and in particular ensure their ability to access the Content by another means in the event of the unavailability of the Service. In this regard, it is the Client's responsibility to retrieve all of the Content they wish to keep before the end of the Service.

The Client is solely responsible for any operations (such as backups, transfers or snapshots) that the Client deems necessary to protect against the loss of its Content before a Service is terminated for whatever reason.

6. PRICES AND BILLING

Block Storage: The Block Storage Service is billed on a pay-as-you-go basis, depending on the size of the space provisioned by the Client. The provisioned size will be billed even if the Client does not completely use it during the given period.

File Storage: The File Storage Service is billed on a pay-as-you-go basis, according to the size of the space provisioned for by the Client. The size provisioned for will be billed, even if the Client does not use it in full over the given period.

Object Storage: The Object Storage Service is billed on a pay-as-you-go basis.
The cost of use depends on the quantity of Storage Spaces used, their usage time, and the volume of incoming and outgoing traffic.
The price will vary depending on the type of Object Storage Service selected by the Client upon activation. Any started hour (i.e. clock hour) is billed and payable in full.

For Storage Space:
OVHcloud offers an hourly rate per gigabyte.
The gigabyte of Storage Space is always billed in full, including when it is not fully used (rounded up to the next gigabyte).
Any hour during which one gigabyte of Storage Space is used is billed and payable in full by the Client, including when that gigabyte is used and/or deleted during that hourly slot.

For traffic entering and leaving the Storage Space:
OVHcloud offers a per-gigabyte usage rate for incoming and outgoing data.
"***Gigabyte of incoming data***": a gigabyte of incoming data to the Storage Space, regardless of its origin (from the Internet and/or the OVHcloud network and/or a third-party private network).
"***Gigabyte of outgoing data***": a gigabyte of data leaving the Storage Space, regardless of the destination (to the Internet and/or the OVHcloud network and/or a third-party private network).
All incoming and outgoing traffic resulting from requests is billed, unless there is a HTTP error. The requests themselves are free.
Notwithstanding the above, the traffic entering and exiting the Object Storage Containers is not billed to the Client.
The provision of the "local" Storage Space (directly attached to the Instance), as well as the incoming and outgoing traffic of the "local" Storage Space, are included in the cost of the Instance.

APPENDIX 3: SPECIFIC CONDITIONS - NETWORK SERVICE

1. SERVICE DESCRIPTION

OVHcloud provides the Client with the following network features (hereinafter referred to as "**Network Features**").

The **multi-AZ Network Features** consist of one of the below mentioned Network Features but provided based on a specific deployment mode. The multi-AZ Network Features have the exact same properties as the selected standard Network Features but provides increased availability and resiliency as described in the sections and definitions specifying the 3-AZ Services within these SC:

Load Balancer managed by Kubernetes - Service Edition

This allows the Client to manage a workload by distributing traffic packs across multiple Resources. This improves performance, optimises response times, and increases fault tolerance and downtime resilience. It can be configured with containers provided by the Kubernetes platform.

Load Balancer

This allows the Client to manage their workload by distributing traffic packs across multiple Resources. This improves performance, optimises response times, and increases fault tolerance and downtime resilience. It supports SSL/TLS encryption for secure communication and can be configured with Public Cloud Instances.

Multi-AZ Load Balancer

The two active or passive Instances of the Load Balancer will be provided from two different AZ.

Gateway

This allows the Client to access Internet resources from Public Cloud Instances that do not have public network interfaces. The Gateway allows the Client to expose Public Cloud Instances or Public Cloud Load Balancers to the Internet using floating IPs. The Gateway is interconnected with Instances on the private network provided by OVHcloud.

Multi-AZ Gateway

The two active or passive Services of the Gateway Feature will be provided in two different AZ.

Floating IP means an IP address optimised as part of the Public Cloud Services. It has automated configuration and private network support for each region. During the period when the Floating IP is made available to the Client, OVHcloud remains the legitimate holder of the Floating IP. No transfer of Floating IP ownership can take place.
Additional features and more detailed features of Network Features may be specified and available on the Website.

Multi-AZ Floating IP

The client can attach a multi-AZ Floating IP on any instance or Load Balancer on any Availability Zone.

2. CONDITIONS OF USE

2.1 Prerequisite

To be used, the Service must be associated to a Client's OVHcloud "Public Cloud Project".

2.2 Configuration and maintenance

The Client is solely responsible for the administration, configuration, and use of Network Features. OVHcloud cannot be held responsible in the event of malfunction of the Service due to an incorrect configuration of the Network Features by the Client.

OVHcloud is responsible for the administration of the infrastructure underlying the Client's Network Features and for maintaining this infrastructure in good working order. OVHcloud reserves the right to update the Service in order to maintain an optimal level of security, or to preserve the good operating condition of the Service. As a result, OVHcloud may need to carry out maintenance operations, version upgrades or updates. OVHcloud will inform the Client of any scheduled maintenance via the interface provided for this purpose.

OVHcloud is under no obligation to carry out any backups of the Client's Network Functionality configuration. The Client is solely responsible for carrying out any action necessary to preserve their configuration, taking into account the Service's level of criticality on the Client's activity and their risk assessment, particularly in the event of a Service interruption, maintenance operation, version upgrade or update.

OVHcloud reminds the Client that any feature of the Service that allows them to revert to a previous configuration does not constitute a method of permanently backing up their configuration.

3. FINANCIAL CONDITIONS

The Service is billed on a pay-as-you-go basis (Hourly Billing or Monthly Billing). Outgoing traffic used by the Client is not billed as part of the Service.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Element	**Service Level Agreement (SLA)** Monthly availability level	**Service Credits**
Load Balancer managed by Kubernetes - Service Edition	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Load Balancer	99.9%	Credit amounting to 5% of the monthly cost of the unavailable Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Load Balancer 3-AZ	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Balancer 3-AZ, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.

Gateway	99.9%	Credit amounting to 5% of the monthly cost of the unavailable Gateway, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Gateway 3-AZ	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Gateway 3-AZ, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Floating IP	99.9%	Credit amounting to 5% of the monthly cost of the unavailable Floating IP, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.
Floating IP 3-AZ	99.99%	Credit amounting to 5% of the monthly cost of the unavailable Floating IP 3-AZ, per one (1) full hour of unavailability beyond the SLA, up to a limit of 30% of the monthly cost.

*The term "**Availability**" corresponds to the functional status of the Service, in order to perform its primary function and to be able to access and configure the Service via the Internet network. Any problem or malfunction resulting from incorrect configuration of the Service by the Client shall not be considered as an unavailability.*

If OVHcloud confirms that the Network Features are available and in good operating condition, OVHcloud is released from its obligations relating to the concerned SLA.

If OVHcloud determines that the Network Function is unavailable, OVHcloud completes the diagnostic process and works to restore the availability.

When calculating Credit, downtime is calculated from the moment the incident ticket is opened, until the moment OVHcloud confirms that the problem has been resolved.

The procedures for obtaining Credits are defined in Article 5 of the SC and in the GTS.

OVHcloud

APPENDIX 4: SPECIFIC CONDITIONS – DATABASE AS A SERVICE

1. SERVICE DESCRIPTION

The Service "Database as a Service" ("**DBaaS Service**") allows the Client to create clusters of one or more Database Instances (hereinafter referred to as the "**Cluster(s)**") via an API or the Client's Control Panel by providing the Client with a solution based on various third-party software called an "**Engine(s)**".
Each Engine may have specific configurations in terms of the resources made available. These configurations and features change regularly. It is the Client's responsibility to be aware of these changes, particularly when it comes to any new Orders.
The disk sizes indicated are an approximate size before formatting and partitioning. The actual size may differ depending on the format, partitioning, and installation of the system.
OVHcloud provides the Client with an Application Programming Interface (hereinafter referred to as the "**API**").
The features of the DBaaS Service are detailed on the Website.

The **Database as a Service multi-AZ** version allows the database to run on one or multiple nodes in different AZ.

2. CONDITIONS OF USE

2.1. Prerequisites and General Information

The Client chooses from different storage capacities when ordering the DBaaS Service. Since this capacity is linked to the type of service selected, any subsequent change in capacity will imply a change in the service range.
The Client is solely responsible for configuring its security groups and security rules (authorization of IP addresses and/or IP address blocks), being specified that by default, no rules are configured, as the Cluster provided to the Client is isolated from the public network. OVHcloud cannot under any circumstances be held responsible in the event of the DBaaS Service being unavailable due to incorrect configuration of the security groups and/or rules.
Under no circumstances should the Client:

- Modify and/or delete the user accounts that OVHcloud uses for the purposes of administering the DBaaS Service;
- Modify the topology of the Cluster provided to the Client;
- Leave the scope of the Database Management System ("**DBMS**").

Content stored in a database by the Client is not specifically encrypted by OVHcloud. It is therefore the Client's responsibility to take any measures that the Client deems to be necessary in this regard, in order to ensure the security and confidentiality of the Content.

2.2. Cluster management and updates

The Cluster is dedicated to the Client, and is hosted, managed and maintained by OVHcloud (or its partners, where applicable) throughout the duration of use of the DBaaS Services. It is the sole responsibility of the Client to carry out any operations necessary to preserve their configuration, taking into account the level of criticality of the DBaaS Service to their activity and their risk analysis, particularly in the event of a DBaaS Service shutdown or maintenance, version upgrade or update operations. OVHcloud reserves the right to carry out any updates to the Service that are necessary to comply with the DBMS lifecycle policy described in the technical documentation specific to the Public Cloud databases (available under the "Support" tab on the Website, in the "Guides" section).

WAL (Write-Ahead Logging) data, logs and metrics linked to the Client's Cluster(s) may be stored by OVHcloud for a duration of one (1) month following their creation date.

Similarly, as part of the DBaaS Service, backup operations for the Client's Content stored on the Cluster can be performed when the option is included in the Service subscription. These backups may also be kept for a period of one (1) month following their creation date. The Client can restore these backups via their Control Panel or via the use of command lines when the option is provided for in the subscribed service.

If the Client deletes all of the backups performed by OVHcloud, OVHcloud will not be able to restore their Cluster(s).

As such, the Client is reminded that the termination of the DBaaS Services for whatever cause (including termination of the Contract, non-renewal, non-payment, termination of Services by the Client, non-compliance with the Terms and Conditions of Service, etc.), as well as certain operations to reinstall the DBaaS Services, result in the automatic and irreversible deletion of all Content (including information, data, files, systems, applications and other elements) reproduced, stored, hosted, collected, transmitted, distributed, published, and more generally used and/or operated by the Client as part of the Service, including any potential backups.

It is the Client's responsibility to take all necessary steps to transfer their Content before the end of the DBaaS Service and before each reinstallation operation of the DBaaS Services, and generally before any event resulting in the deletion of their Content.

2.3. Specific conditions: MongoDB

When using the MongoDB Engine, the Client agrees not to:

- Distribute, sell, or promote the software as separate software from the DBaaS Services;
- Use the MongoDB branding;
- Decompile, disassemble, translate, reverse engineer or attempt to derive the source code from any part of the MongoDB software;
- Directly or indirectly circumvent or violate the technical restrictions of using MongoDB software;
- Remove any copyright, identification or other notices relating to the MongoDB software and its documentation;
- Modify or create a work derived from all or part of the MongoDB software;
- Publicly distribute performance information about the MongoDB software alone or analyses of the software, including benchmark tests;
- Enable MongoDB software to be used on more servers than permitted under the DBaaS Services and/or contact Support for applications for which support has not been subscribed.

The Client is only authorised to resell their own services using the DBaaS Services, or to entrust the management of DBaaS Services containing MongoDB software to a data manager, provided that the Client agrees not to:

- Sell the MongoDB software and/or DBaaS Services alone;
- Create a derivative version of the DBaaS Services;
- Sell the DBaaS Services through third-party platforms or marketplaces.

2.4. Specific conditions: Aiven

When using MySQL, PostgreSQL, Valkey, Kafka and its additional services, OpenSearch, ClickHouse, Grafana and its additional services (together referred to as the "**Aiven Engines**"), the Client is informed that AIVEN OY, publisher of the Aiven Engines, can access the vRack used as part of the DBaaS Services linked to these Aiven Engines, in order to administer these DBaaS Services. Consequently, it is recommended that the Client take all necessary measures to manage its exposure and security (such as open port restrictions, data encryption, etc.).

Furthermore, AIVEN OY also acts as a sub-processor, as provided for in Article 5.5 (Which sub-processors are involved?) below.

3. FINANCIAL CONDITIONS

The DBaaS Service is billed on a *Pay as you go* basis (Hourly Billing).

4. SERVICE LEVEL AGREEMENTS (SLAs)

Offer: mono-AZ	
Plans	**Service Level Agreements (SLAs)**
Essential, Discovery and Free	No SLA
Business and Production	Monthly availability rate: 99.90%
Enterprise and Advanced	Monthly availability rate: 99.95%

Offer: multi-AZ	
Plans	**Service Level Agreements (SLAs)**
Discovery	No SLA
Production	Monthly availability rate: 99.95%
Advanced	Monthly availability rate: 99.99%

"***Monthly availability rate***": *the total number of minutes in the month in question minus the number of minutes of Unavailability over the month in question. The total is divided by the total number of minutes in this month, expressed as a percentage.*
"***Unavailability***": *the loss of access to all Instances of the Service for more than three (3) consecutive minutes. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. The downtime is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply.*

In the event of non-compliance with these SLAs, the following Service Credits will apply:

Offer: Mono-AZ		
Plans	**Monthly availability rate**	**Service Credit (percentage)**
Enterprise and Advanced	Less than 99.95% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the impacted Service

Business and Production	Less than 99.9% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the impacted Service
Business, Production, Enterprise and Advanced	Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the impacted Service
Business, Production, Enterprise and Advanced	Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the impacted Service

Offer: Multi-AZ		
Plans	**Monthly availability rate**	**Service Credit (percentage)**
Advanced	Less than 99.99% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the impacted Service
Production	Less than 99.95% but equal to or higher than 99%	Credit amounting to 10% of the hourly cost per hour of unavailability of the impacted Service
Production and Advanced	Less than 99% but equal to or greater than 95%	Credit amounting to 25% of the hourly cost per hour of unavailability of the impacted Service
Production and Advanced	Less than 95%	Credit amounting to 100% of the hourly cost per hour of unavailability of the impacted Service

Please note that within the same Service Level Agreement (SLA), the Credit amount will be calculated according to the relevant threshold above, and without any cumulation between them.
In any event, Service Credits are capped at 30% (thirty percent) of the monthly cost of the impacted Service.
The other services used by the DBaaS Service (particularly in terms of connections to other services) are subject to the SLAs set out within the SC of the applicable services.
The procedures for obtaining Credits are defined in Article 6 of the SC and in the GTS.

5. PROCESSING OF PERSONAL DATA

As part of the use of the DBaaS Service and its security, OVHcloud carries out processing of personal data as a sub-processor on the instructions of the Client. This article supplements the Annex "Data Processing Agreement". As data controller, OVHcloud also processes personal data relating to the use of the DBaaS Service, in particular connection data and user IDs, access and usage logs, service usage and consumption histories, and technical data relating to the configuration and performance of the services. The conditions for this processing are set out in OVHcloud's privacy policy, available on the Website.

5.1 Which Data is concerned?

In order to provide the DBaaS Services, OVHcloud processes the following data as processor (the "**Client Data**"):

- data hosted and used by the Client as part of the DBaaS Service ("**Project Data**");
- logs generated by the Service ("**Application Logs**");
- logs for accessing and using the Client's Service(s) ("**System Logs**").

The Client is responsible for the content of the Application Logs that the Client generates as part of the DBaaS Service.

5.2 Which processing takes place and which are the purposes ?

OVHcloud's processing of Client Data includes storing, recording, retaining, organising, accessing, and deleting this Data. These processes are carried out only when necessary for the purposes of performing the DBaaS Service (maintenance, administration and support).

5.3 Location

The locations of the different components of the solution are specified on the Website, and in the Control Panel. Certain data processing operations may be carried out remotely, under the conditions set out in Article 5.5 "Which sub-processors are involved?" below, as well as in the Data Processing Agreement.

5.4 How long is the Data stored?

5.4.1 Project Data

The Project Data is managed by the Client who remains solely responsible for its collection, backup, retention, and deletion for the duration of the DBaaS Service. When the DBaaS Service ends, the Client Data is deleted by OVHcloud under the conditions set out in point 5.6 below.

5.4.2 Logs

- Application Logs: The Client is responsible for managing the retention period of the Application Logs. Unless the Client deletes them, the Application Logs are retained for the entire duration of the DBaaS Service, subject to the maximum storage capacity indicated in the documentation available on the Website.
- System Logs: These are kept for 12 months.

5.4.3 Backups

The Service includes an automatic weekly backup of the Client Data. It is retained for a period that may vary depending on the deletion cycle, from 2 (two) days, up to a maximum duration defined by the Client according to the options selected for the DBaaS Service. The location of the backups is indicated in the Control Panel. These backups do not constitute a guarantee against data loss. To ensure business continuity, it is recommended that the Client performs backups of their Client Data at one or more remote sites outside of the Services, depending on the criticality of their data.

5.5 Which sub-processors are involved?

In addition to the OVHcloud Affiliates listed in the Appendix "Sub-processors", the company AIVEN OY is involved in the administration and maintenance of this solution and in the support provided to OVHcloud for Aiven Engines.

In this context, AIVEN OY, Aiven Canada Ltd, Aiven Deutschland GmbH and Aiven UK Ltd may need to process the Client Data (in particular, the data contained in the DBaaS Service, logs and usage metrics, etc.) with the express authorization of the Client. As such, AIVEN OY, Aiven Deutschland GmbH and Aiven UK Ltd act as sub-processors of OVHcloud. This data processing is carried out by AIVEN OY remotely from the European Union and from countries that have received a European Commission adequacy decision (Canada, Israel, Argentina, New Zealand and Japan).

5.6 Data retrieval and deletion at the end of the Service.

At the end of the DBaaS Service, for whatever reason (deletion, termination, non-renewal, etc.), the Client Data is immediately inaccessible following the deletion of the encryption key. Depending on the removal cycle, the encrypted data may remain available from a period of 2 (two) days to 1 (one) month. However, this retention period does not guarantee against data loss. Before the DBaaS Service ends, it is the Client's responsibility to retrieve all of the Client Data that they wish to keep.

Information on how to retrieve the data is available on the Website.

APPENDIX 5: SPECIFIC CONDITIONS - CONTAINER SERVICES

1. SERVICE DESCRIPTION

As part of the Container Services, OVHcloud offers the following Services:

OVHcloud Managed Kubernetes Free and Standard plans

This is a service based on the open-source Kubernetes system hosted by the Cloud Native Computing Foundation®, allowing the Client's containerised applications and underlying resources (including computing instances and additional disks) to be orchestrated via an API within the OVHcloud Public Cloud.

As such, the Client benefits from a Kubernetes cluster (hereinafter "**Cluster**") associated with a Public Cloud project. Once this Cluster is associated with a project, the Client can configure the Cluster and add/remove Resources such as worker nodes (Instances), persistent Volumes (additional disks) or load balancers via the API developed and provided by OVHcloud and orchestrate its resources through the standard Kubernetes API.

Resources orchestrated as part of the OVHcloud Managed Kubernetes Service (such as Public Cloud Instances, etc.) are subject to the Contract, including the applicable SC.

OVHcloud Managed Kubernetes Standard plan

The OVHcloud Managed Kubernetes Standard plan provides SLA's for the provision of the Kubernetes system and furthermore provides the possibility to regionalize the Kubernetes control plane which enables regional resiliency on Regions with multiple AZ, the data planes are zonal so it is possible to deploy Virtual Machines (worker nodes) on each AZ.

OVHcloud Managed Kubernetes Free plan

The OVHcloud Managed Kubernetes Free plan does not provide any Service Level Agreements (SLAs) for the provision of the Kubernetes system, but solely Service Level Objectives (SLOs) as further detailed in Section 4.1 and is provided under the conditions further detailed herein.**OVHcloud Managed Private Registry**

It allows the Client to manage and store containerised software image data banks (the "**Images**") in an organised manner.

With this service, the Client is also provided with a Storage Space, a management interface, and API Applications, tools and software (the "**Components**") are also made available to the Client to enable them to process their Content (Docker Registry API, Harbor Core, etc.).

A range of models are offered for the Services (S, M, L or higher), with varying features that are described on the Website.

The Content stored by the Client as part of the Service is replicated by default in the Storage Spaces located in the same Region as the one selected by the Client when the Client creates their Managed Private Registry within their OVHcloud "Public Cloud Project".

On regions with multiple availability zones the OVHcloud Managed Private Registry Service provides the possibility to regionalize the Registry control plane which enables regional resiliency by using Erasure Coding. The solution is accessible via an API.

2. CONDITIONS OF USE

2.1. OVH Managed Kubernetes

2.1.1. Cluster management and updates

The main infrastructure in charge of the management of the Cluster (hereinafter "**Master Infrastructure**") is dedicated to the Client, hosted, managed and maintained in operational condition by OVHcloud. As such, the configuration of the Cluster performed by the Client is replicated by OVHcloud on its own infrastructure, located in the same Region as the Cluster, as part of the Service. However, this does not constitute a permanent backup of the Client's configuration. It is the sole responsibility of the Client to carry out any operation necessary to preserve their configuration, taking into account the level of criticality of the Service to the Client's activity and their risk analysis, in particular in the event of a Service shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for installing and updating the components of the Master Infrastructure as well as software components, such as operating systems, present on the Cluster's nodes. The Client is in charge of managing the Resources orchestrated within their Cluster, with the exception of the Master Infrastructure.

OVHcloud strongly recommends that the Client does not interact directly with the Resources managed as part of the Managed Kubernetes Service, particularly through their Control Panel or via the OpenStack API.

If an update and/or an upgrade a version of an operating system or an application currently in use by the Client is needed, this shall be carried out according to the update strategy chosen by the Client in the Service configuration. OVHcloud shall not be held liable in this respect if the Client has refused updates or blocked OVHcloud from accessing the nodes.

In order for the Managed Kubernetes Service to orchestrate the Resources constituting the Cluster according to the rules defined by the Client via the API, the Client expressly accepts that the Service may automatically add, delete and/or modify Resources, and acknowledges that it is liable for all costs related to the use of these Resources.

For MKS Free plan, a Cluster is considered active when it orchestrates at least one active worker node and/or is configured with a persistent volume. OVHcloud is entitled to delete any Cluster that is not active for three (3) consecutive months or more. The Client will be informed of any deletion via email or via their Control Panel thirty (30) days before. Deletion will be automatic unless the Client adds an active worker node or persistent volume to the Cluster during the thirty (30) day notice period. The deletion will be carried out without further formalities or compensation.

2.1.2. Location

The location of the Cluster is selected by the Client at the time of its creation from among the available Datacentres.

2.2 OVHcloud Managed Private Registry

2.2.1. Overview

The Managed Private Registry Service is dedicated to business Clients. As a result, the Service must be used by the Client solely for the purpose of their organisation and its requirements. Use of the Service within the context of public registries, which can be publicly read via the Internet, is prohibited. OVHcloud reserves the right to suspend or cancel the Service on these grounds. If the Client uses an excessive amount of outgoing traffic, OVHcloud reserves the right to suspend the Service.

The Control Panel allows the Client to use the Service, and in particular to manage their Data and use the available tools and software.
For each category of models, a limited number of parallel outgoing connections is defined, as detailed on the Website.

2.2.2 Components

As part of the Service, OVHcloud provides the Client with a range of Components that may be Open Source or proprietary. All Components remain the exclusive property of OVHcloud, or of third parties who have granted OVHcloud the right to use them. OVHcloud grants the Client the right to use these Components provided to them for the requirements of their business. Some Components can only be accessed via certain Managed Private Registry models, as described on the Website.
In particular, the Client has a Component that helps to detect security vulnerabilities (via the use of a security vulnerability list). OVHcloud does not provide any guarantees on the usage of this Component. OVHcloud cannot be held responsible in the event of this Component failing to detect a security vulnerability. The role of OVHcloud is limited to alerting the Client in the event of security vulnerabilities being detected, as well as listing the corrective actions that the Client is responsible for carrying out. The Component is pre-configured with a selection of lists, subject to the licence, as specified within the OVHcloud documentation.
The Services must be used in accordance with the Contract and, where applicable, the Third-Party Products Conditions.

3. FINANCIAL CONDITIONS

The Free plan of Managed Kubernetes Service is made available to the Client free of charge, the control plane (admin nodes and associated resources) are not charged.

For Standard plan of Managed Kubernetes Service, the Service is billed on a *Pay as you go* basis (Hourly Billing) per cluster.

For all Managed Kubernetes Service plans the resources orchestrated by the Service (Instances constituting the worker nodes, persistent storage and network features such as IPs and load balancers) are billed as standard, as described in the Appendices of the OVHcloud Services “Compute”, “Storage” and “Network Services”.

4. SERVICE LEVEL AGREEMENTS (SLAs)

4.1. OVHcloud Managed Kubernetes.

For Managed Kubernetes Service Free plan:
In order to provide a quality Service, OVHcloud strives to maintain high availability of the Master Infrastructure aiming for a monthly availability rate of the Kubernetes API server greater than or equal to 99.5%.
However, as the Managed Kubernetes Service is provided to the Client by OVHcloud on a free-of-charge basis, this monthly availability rate is a simple objective with no commitment (SLO). It is not a guarantee, and no compensation or Credit can be granted to the Client in the event of non-compliance.
Resources orchestrated by the Managed Kubernetes Service (and in particular, the Instances that are part of the worker nodes, load balancers and persistent storage) are subject to the SLAs defined in the SC of the Service applicable to them.

For Managed Kubernetes Service Standard plan:

Elements	**Service Level Agreements (SLA)**	**Service Credits**
Accessibility to essential components (Kubernetes API Server)	Monthly availability rate: On mono AZ regions: 99,9% On multi AZ regions: 99,99%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of this monthly cost.

"Monthly availability rate": *the total number of minutes in the month in question minus 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 Kubernetes API Server. The loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. If OVHcloud is unable to perform these technical monitoring operations to check the availability of the Services due to certain configurations operated by the Client on their Instances, the SLAs set out above will not apply. "*

Resources orchestrated by the Managed Kubernetes Service (and in particular, the Instances that are part of the worker nodes, load balancers and persistent storage) are subject to the SLAs defined in the SC of the Service applicable to them.

4.2. OVHcloud Managed Private Registry.

Elements	**Service Level Agreements (SLA)**	**Service Credits**
Accessibility to essential components (API Docker Registry, Harbor Core)	Monthly availability rate for mono AZ regions: Plan S: 99.90% Plan M: 99.95% Plan L or higher: 99.95% Monthly availability rate for multi AZ regions: Plan S: 99.90% Plan M: 99.99%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of this monthly cost.

	Plan L or higher: 99.99%	
Accessibility to other Harbor components (Job Service, Vulnerability Scanner, Harbor UI & API Harbor)	Monthly availability rate for mono AZ regions: Plan M: 99.90% Plan L or higher: 99.90% Monthly availability rate for multi AZ regions: Plan M: 99.99% Plan L or higher: 99.99%	Credit amounting to 5% of the monthly cost of the Service per one (1) hour period of unavailability beyond the SLA, with the limit of 100% of this monthly cost.
Data resilience	Monthly data resilience rate: Plan S: 100% Plan M: 100% Plan L or higher: 100%	Credit amounting to 100% of the monthly cost of the Service paid by the Client during this month, for the portion of the Docker registry affected by the malfunction.

"**Monthly availability rate**": *the total number of minutes in the month in question minus 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"*: a response to a HTTP 200 call in more than thirty (30) seconds (excluding push/pull transfer for an image where the time depends on the size of the image concerned), as measured by the probes of OVHcloud.*
"Resilience"*: The ability of OVHcloud to make available again the data storage on the Client's registry to the Client after a duly declared period of unavailability (see conditions below). This commitment does not, under any circumstances, constitute a guarantee against loss of the Client's Content. The Client remains responsible for backing up their Content and managing their business continuity.*

The procedures for obtaining Credits are defined in Article 5 of the SC and in the GTS.

OVHcloud will use reasonable endeavours to manage Incidents within the following time periods:

Elements	**Objectives**
Average response time of APIs	4 seconds
Average status code of registries one hour after a Service is deployed	1% server error
Average status code of Harbor one hour after a Service is deployed	1% server error

OVHcloud cannot guarantee that the objectives above can be met.

OVHcloud

APPENDIX 6: SPECIFIC CONDITIONS – QUANTUM AS A SERVICE

1. SERVICE DESCRIPTION

1.1. Definitions

"Emulator": a Notebook running a Third-Party Product hosted within the Infrastructure that allows the Client to run and resolve quantum algorithms.
"Notebook": a tool that allows the Client to execute a workload in the Container provided to them and/or to execute code on a Quantum Computer.

"Quantum Computer": a remotely accessible computer owned by a third-party publisher and operated by a third-party publisher running hours of quantum computing.
"QPU" or "Quantum Processing Unit": a Notebook running a Third-Party Product hosted within the Infrastructure, allowing the Client to run and resolve quantum algorithms by connecting remotely to a third-party publisher's Quantum Computer used by the Client via a Token.
"**Token**": the Client's identification token, assigned to the Client individually by OVHcloud to access a third-party publisher's Quantum Computer.

1.2 General description of Quantum as a Service

The "Quantum as a Service" service allows the Client, upon request, to run and resolve quantum algorithms either on an Emulator and/or on a QPU (hereinafter referred to as the "**Service**").
The Service is used to solve complex quantum calculations and algorithms.
The Service launched by the Client is deployed on one or more computing units linked to a Public Cloud project and isolated in a Container. Each computing unit has its own characteristics (such as the types and number of qubits, for example). The Client chooses the quantity of resources needed to run their quantum algorithm as part of their Service in accordance with the options presented in their Control Panel or on the Website.
OVHcloud cannot guarantee an availability time or a minimum or maximum execution time for the Quantum Computer.
Resources orchestrated as part of the Service (such as Object Storage, Private Registry, etc.) are subject to the Contract and the applicable SC.

1.3 Description of the different Services

The Services offered are as follows:

- The Emulator; and/or
- The QPU.

Each Service allows the Client to programme and run code in a code editor (integrated development environment or "**IDE**") adapted to quantum computing via their web browser.

The Client may administer their Services via an API, a command line interface ("**CLI**") or from their Control Panel. Each Service is based on libraries provided by OVHcloud. The Client is free to add new libraries to each Service upon request, according to their needs.

The duration of each Service depends on the Client's actions, who has mechanisms to start, stop, restart and delete each Service. Depending on the mechanisms used by the Client, each Service may be subject to the following statuses:

- "running": the Service that the Client has started or relaunched.

- "stopped": the Service computing units are freed up by the Client. The Workspace is retained as described below, and the temporary local storage space is deleted.
- "deleted": the Service has been completely deleted by the Client, including their Workspace.

Additional statuses may be defined in the technical documentation.

2. CONDITIONS OF USE

2.1. Requirements

Use of the Service necessarily relies on a Third-Party Product. As such, the Client is subject to the Third-Party Product Conditions applicable to the selected Service. Prior to using the Service, the Client agrees to read the Third-Party Product Conditions. The Third-Party Product Conditions applicable depending on the configuration chosen by the Client are available here:

- Alice & Bob Felis: https://github.com/Alice-Bob-SW/qiskit-alice-bob-provider/blob/main/LICENSE
- C12 Callisto: https://storage.gra.cloud.ovh.net/v1/AUTH_325716a587c64897acbef9a4a4726e38/contracts/9135b27-EULA_C12-ALL-1.1.pdf
- Cirq: https://github.com/quantumlib/Cirq/blob/main/LICENSE
- Eviden MyQLM: https://github.com/myQLM/myqlm-contrib/blob/master/LICENSE
- IBM Qiskit: https://github.com/qiskit-community/ibm-quantum-challenge-2024/blob/main/LICENSE
- IQM Qrisp: https://github.com/eclipse-qrisp/Qrisp/blob/main/LICENSE
- Pasqal Pulser: https://github.com/pasqal-io/quantum-evolution-kernel/blob/main/LICENSE
- PennyLane: https://github.com/PennyLaneAI/pennylane/blob/master/LICENSE
- QPerfect Mimiq: https://github.com/qperfect-io/MimiqCircuits.jl/blob/main/LICENSE
- Quandela Perceval: https://github.com/Quandela/Perceval/blob/main/LICENSE
- Quandela Merlin: https://github.com/merlinquantum/merlin/blob/main/LICENSE
- Qunasys quriSDK: https://github.com/QunaSys/quri-parts-qsci/blob/main/LICENSE
- Quobly Qleo: https://github.com/qperfect-io/qleo/blob/main/LICENSE
- Tii Qibo: https://github.com/qiboteam/qibo/blob/master/LICENSE

The Service is subject to these SC, the GTS currently in force, and the Third-Party Product Conditions.
OVHcloud is not involved in the creation and development of the Third-Party Products made available to the Client as part of the Service. Therefore, OVHcloud is not responsible for the Third-Party Product(s), which may include, but is not limited to, technical errors, vulnerabilities or incompatibilities.
In the event of non-compliance with the Third-Party Product Conditions, the Client shall indemnify and hold OVHcloud harmless in the event of any request, claim, and/or action by a third party in this regard.

2.2. Service management and updates

2.2.1 Resources

The Resources are dedicated to the Client. They are hosted, managed and maintained in operational condition by OVHcloud for the entire duration of the Service's use. The client must carry out any operation necessary to preserve the configuration, taking into account the level of criticality of the Service to the Client's activity and their risk analysis, in particular in the event of a Service shutdown, maintenance, version upgrade or update operations.
As part of the Service, OVHcloud is responsible for making the Resources available and maintaining them in operational condition within the limits of their own SLAs described in these SC. The Client is in charge of sizing the infrastructure, the Content used, and its security.

In order for the Service to orchestrate the Resources allocated to the Client's subscribed Services in line with the rules set by the Client in their API, CLI or Control Panel, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources, within a reasonable time period and according to the Resources available, and acknowledges that they are liable for all costs relating to the use of these Resources.

2.2.2 Managing the Token Associated with the QPU

For the use of the QPU, OVHcloud shall assign a Token to the Client, allowing its access to the Service. Throughout the duration of the Service, the Client is responsible for the management, confidentiality and security of the Token under the same conditions as those applicable to their Means of authentication set out in the GTS.

2.2.3 Quantum Computer updates

After informing the Client by any means, at least thirty (30) days in advance, OVHcloud reserves the right to carry out any operation to upgrade the types of Quantum Computers containing new features or functionalities.

2.3 Content Management and conservation

2.3.1 General information

Any backups carried out as part of the Service, particularly in accordance with Article 2.3.2: "Temporary local storage" and Article 2.3.3: "Workspace" below, do not exempt the Client from ensuring the security of their Service and the Content stored on it, and in particular from managing their disaster recovery plan ("DRP") independently. It is therefore the Client's responsibility to take all necessary measures to back up their Content outside of the Services in order to be able to restore it in the event of its loss or deterioration.

2.3.2 Temporary local storage

A temporary local storage space is allocated to the chosen Service in order to allow the Client to use their Content. Its storage capacity varies depending on the Resources selected by the Client.

The local and temporary storage space is not synchronised or backed up by OVHcloud. As soon as the Service is "terminated" "stopped" or "deleted" by the Client (as applicable) or in the event of a malfunction, the contents of the temporary storage space will be deleted.

2.3.3 Workspace

Each Service has a directory of files backed up to an Object Storage Container (hereinafter referred to as the "**Workspace**"). The Workspace is accessible by the Client during the execution of their Service and is backed up by OVHcloud as soon as the Service is stopped by the Client. The technical specifications of the Workspace (including the maximum storage capacity) are set out on the Website.

The storage space allocated to the Client will depend on the options selected when creating the Notebook. The Content of the Workspace is deleted on the Service deletion date.

2.4 Service Support

Any request relating to an Incident linked to the Service must be submitted to OVHcloud using the tools provided to the Client by OVHcloud and in accordance with the Specific Conditions of the Support service agreed to by the Client.

Once the Client is in contact with OVHcloud, OVHcloud will carry out an analysis of the questions, issues or Incidents raised. Incidents relating to a problem with the execution or implementation of the Client's algorithm on the Service are strictly linked to the third-party publisher and are independent of the Service provided by OVHcloud. As such, they are not covered by the OVHcloud Support offer. In this case, OVHcloud Support will provide the Client with the contact details of the third-party publisher in question, in order to allow the Client to establish direct contact with them to resolve their Incident or problem.

The Support service does not cover training requirements or configuration or usage issues for the Third-Party Product itself or for the Quantum Computer. In this scenario, OVHcloud Support will also provide the Client with the contact details of the third-party publisher so that the Client can contact them directly.

2.5 End of Service

It is the Client's responsibility to terminate all or part of the unused Service. Failure to do so will result in the unused Service being charged.

At the end of the Service's execution, regardless of its cause (via code, expiry, termination, deletion, non-renewal, etc.), OVHcloud will delete the Content associated with the Container. Meanwhile, the Client is responsible for deleting the collateral Resources used with the Service, such as the Object Storage Containers and Private Registry created by the Client, used to store model files and containers. OVHcloud shall apply an operating fee at the price displayed on the Website in the event that the Client does not delete the collateral resources.

3. FINANCIAL CONDITIONS

The Service is billed according to usage ("Pay-as-you-go") by the hour or per second, depending on the Service in question.

The execution time for an Emulator Notebook or Job is limited to seven (7) consecutive calendar days. Following this time, if the Emulator Notebook or Job hasn't been deleted by the Client, it will be automatically renewed.

The execution time for a QPU Notebook or Job is limited to seven (7) consecutive calendar days. Following this time, if the QPU Notebook or Job hasn't been deleted by the Client, it will be automatically renewed.

Any hour (i.e. clock hour) started for the Emulator is billed and payable in full.

Any seconds (i.e. clock seconds) started for the QPU are billed and payable in full.

Hours and seconds are counted from the time that a Notebook is launched until the end of its lifecycle, regardless of whether or not it is used by the Client. The amount charged depends on the available status of the Service.

When the Service is "running", the Service is fully payable.

When the Service is "stopped", the released computing units are no longer billed.

If the Client retains the Workspace for a duration of more than thirty (30) days from the Service end date and/or in the event of the use of additional storage capacity, OVHcloud will apply the Object Storage prices listed on the Website and applicable documentation.

4. SERVICE LEVEL AGREEMENTS (SLAs)

4.1. SLAs applicable to the Emulator

Service	**Service Level Agreements (SLA)**	**Credits**
Emulator	Monthly availability rate: 99.9%	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 a given month deducted from the number of minutes of unavailability over this month. The total is divided by the total number of minutes in the month and is expressed as a percentage.*

“Unavailability”: *all Notebooks submitted by the Client for all regions combined per minute, returning an error code of 500 or 503. For clarification purposes, if the Client does not execute a Notebook for a one minute interval, the availability rate for that interval is considered to be equal to 100%.*

The procedures for obtaining Credits are set out in Article 6 of the SC and in the GTS.

4.2. SLAs applicable to the QPU

Since the Quantum Computer on which the QPU is based is research and development hardware, the QPU does not have a specific SLA, or any associated Credits.

The only SLAs applicable for this Service are those provided for the Resources used by the Client as set out in Article 2.2.1 above.

5. DATA PROCESSING

This article describes the data processing carried out by OVHcloud upon instruction from the Client, as part of the Service provision.

5.1 Data

In order to provide the Service, OVHcloud does not process personal data as a processor or access the Client Content.

5.2 Processing and purposes

Hosting Notebooks on OVHcloud infrastructures does not constitute processing of personal data. These infrastructures operated by OVHcloud allow for the calculation and recording of algorithms and of results produced.

These processing operations are performed within the Container only when necessary for the purposes of providing the Service (maintenance, administration and support) in order to execute and resolve quantum algorithms either on an Emulator and/or on a QPU, and to resolve complex quantum calculations and algorithms.

5.3 Location

The location of the Service Resources is selected by the Client upon its creation from among the Datacenters available: currently Gravelines (59820) in France, and/or Beauharnois in Canada.

5.4 Notebooks retention

5.4.1.Notebooks

The Notebooks are managed by the Client, who remains solely responsible for their backup, retention and deletion for the duration of the Service. When the Service ends, the Notebook is deleted by OVHcloud. OVHcloud cannot have access to the Client's Notebooks, as these are reserved for the Client.

5.4.2. Who are the suppliers and sub-processors?

OVHcloud may use its Affiliates listed in the Annex “*Sub-Processors*” as sub-processors under the conditions set out in the GTS. In this case, OVHcloud shall implement the technical and organisational measures necessary to ensure an equivalent level of protection with regard to its obligations under these SC.

In addition to OVHcloud’s Affiliates, simplified joint-stock company Pasqal, simplified joint-stock company Quandela, and IQM act as suppliers for the Service, including providing maintenance and support to OVHcloud. The resulting operations are carried out remotely by Pasqal, Quandela and/or IQM from the European Union and/or Canada.

Pasqal, Quandela and IQM may be required within this context, after the Client has given express consent, to process the Client's data. As such, Pasqal, Quandela and IQM act as a sub-processor for OVHcloud.

OVHcloud

APPENDIX 7: SPECIFIC CONDITIONS – AI TOOLS SERVICE

1. SERVICE DESCRIPTION

1.1. General description of the AI Tools Service

The AI Tools service includes a set of tools such as AI Training, AI Notebooks, AI Deploy and their Jobs and Notebooks ("**Tool(s**)").
These Tools enable the development of machine learning models (collectively the "**AI Service Tools**") and the exploitation of data for data scientists.
The Tools that are part of the AI Tools Service can be used independently by the Client.
Each Tool launched by the Client is deployed on one or more computing units linked to a Public Cloud project and isolated in a Container. Each computing unit has its own features (such as cores and memory). The Client chooses the desired number of computing units, the prices being indicated in the Control Panel or on the Website.
OVHcloud cannot guarantee an availability time or a minimum or maximum execution time for the Tools.
OVHcloud reserves the right to stop or suspend a Tool, after having informed the Client via any means, in order to perform any operation necessary for the proper functioning of the AI Tools Service (application update, security patches, service usage that violates these Terms and Conditions of Use, etc.).
Resources orchestrated as part of the AI Tools Service (such as Object Storage, Private Registry, etc.) are subject to the Contract and the applicable SC.

1.2. AI Training description

AI Training enables the Client to train machine learning models and execute work tasks in a Container (hereinafter collectively referred to as the "**Jobs**") via an API application, a command line interface (CLI) or the Control Panel. Jobs may be based on libraries provided by OVHcloud, by the Client, or by Third-Party Products.
The duration of the Jobs depends on multiple factors such as the complexity of the training models selected, the volume of data to be processed, and the quantity of Resources deployed.
The duration of the Jobs also depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Jobs. Depending on the mechanisms used by the Client, Jobs may be submitted to the following reports:

- "running": the Jobs that the Client has started.
- "complete": the computing units of the Jobs in question are freed up by the Client.
- "deleted": the Job in question is entirely deleted by the Client.

Additional statuses may be defined in the technical documentation.

1.3. AI Notebooks description

AI Notebooks allow the Client to program and run code in a code editor (integrated development environment or "**IDE"**) adapted to machine learning via their web browser (hereinafter collectively referred to as the "**Notebook(s)**"). The Client may administer their Notebooks via an API application, a command line interface ("**CLI**") or the Control Panel. Notebooks may be based on libraries provided by OVHcloud, by the Client, or by Third-Party Products.
The duration of the Notebooks depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Notebooks. Depending on the mechanisms used by the Client, Notebooks may be submitted to the following statuses:

- "running": Notebooks that the Client has started or relaunched.

- “stopped”: the Notebook computing units are freed up by the Client. The Workspace is retained as described below, and the temporary local storage space is deleted.
- “deleted”: the Notebook is completely deleted by the Client, including their Workspace.

Additional statuses may be defined in the technical documentation.

1.4. AI Deploy description

AI Deploy allows the Client to deploy applications and machine learning models (hereinafter the "**App(s)**") via an API application, a command line interface ("CLI") or the Control Panel, and to access the Apps created via an endpoint. Apps may be provided by OVHcloud, third-party partners or by the Client, and may be subject to their own contractual conditions that the Client accepts separately.

Each of the Apps deployed is accessible and viewable via a HTTP API.

As such, each of the Apps launched by the Client is deployed on one or more computing nodes linked to a Public Cloud project. Each computing node has its own allocated resources (such as cores and memory). The Client chooses the desired number of computing nodes and their configuration, the prices of which are indicated in their Control Panel.

AI Deploy also offers automatic scaling of allocated resources: the Client indicates the minimum and maximum number of computing nodes desired. AI Deploy adjusts their number according to the workload. The final price will reflect the resources used.

The duration of the Apps depends on the actions of the Client, who has mechanisms available to start, stop, restart and delete Apps. Depending on the mechanisms used by the Client, Apps may be submitted to the following statuses:

- “running”: Apps that the Client has started or relaunched.
- “scaled”: the computing units are allocated to the Apps in question.
- “stopped”: the App’s computing units are freed up by the Client.
- “deleted”: the App is completely deleted by the Client.

Additional statuses may be defined in the technical documentation.

2. CONDITIONS OF USE

2.1. Prerequisite

When providing its own code and/or Container, the Client must first meet the technical requirements set out in the AI Tools technical documentation available in the “Public Cloud” section of the OVHcloud documentation (available in the “Support” tab of the Website, in the “Guides” section). The Client agrees to put their Container on a Managed Private Registry in order to be able to use the AI Tools Service under nominal conditions.

2.2. Service management and updates

The Resources are dedicated to the Client. They are hosted, managed and maintained in operational condition by OVHcloud for the entire duration of the use of the Service. The client must carry out any operation necessary to preserve the configuration, taking into account the level of criticality of the Service to the Client's activity and their risk analysis, in particular in the event of a Service shutdown, maintenance, version upgrade or update operations.

As part of the Service, OVHcloud is responsible for providing the Resources and maintaining them in an operational condition, within the limits of the SLAs described below. The Client is in charge of sizing the infrastructure, the Content used, and its security.

OVHcloud reserves the right to modify or delete libraries. The Client acknowledges and accepts that these changes do not entitle the Client to termination and/or compensation.

In order for the Service to orchestrate the Resources allocated to the Client's subscribed Services in line with the rules set by the Client in their API, CLI or Control Panel, the Client expressly accepts that this Service may automatically or manually add, delete and/or modify Resources, within a reasonable time period and according to the Resources available, and acknowledges that the Client is liable for all costs relating to the use of these Resources.

2.3. Location

The location of the Service Resources is selected by the Client at the time of their creation from among the available Datacenters.

2.4 Data Management and Conservation

2.4.1 General Information

Any backups carried out as part of the AI Tools Service, particularly in accordance with Article 2.4.2: "Temporary local storage" and Article 2.4.3: "AI Notebooks Workspace" below, do not exempt the Client from ensuring the security of their Service and the Content stored on it, and in particular from managing their disaster recovery plan independently ("DRP"). It is therefore the Client's responsibility to take all necessary measures to back up their Content outside of the Services in order to be able to restore it in the event of its loss or deterioration.

2.4.2 Temporary local storage

A temporary local storage space is allocated to a specific Tool in order to allow the Client to use their data. Its storage capacity varies depending on the Resources selected by the Client.

The local and temporary storage space is not synchronised or backed up by OVHcloud. As soon as the Tool is "completed", "stopped" or "deleted" by the Client (as applicable) or in the event of a malfunction, the contents of the temporary storage space will be deleted.

2.4.3 AI Notebooks Workspace

Each Notebook has a file directory backed up to an Object Storage Container (hereinafter referred to as the "**Workspace**"). The Workspace is accessible by the Client during the execution of their Notebook and is backed up by OVHcloud as soon as the Notebook is stopped by the Client. It is permanently deleted thirty (30) days after the Client deletes a Notebook, unless the Client decides otherwise. The technical specifications of the Workspace (including the maximum storage capacity) are set out on the Website.

The storage space allocated to the Client will depend on the options selected when creating a Notebook. The Content of the Workspace is deleted on the Notebook deletion date.

2.5 End of Service

It is the Client's responsibility to terminate all or part of the unused Service. Failure to do so will result in the unused Service being charged.

At the end of the AI Tools Service or any Tool execution, regardless of its cause (via code, expiry, cancellation, deletion, non-renewal, etc.), as well as at the end of the retention period applicable to the Content of the Client, OVHcloud will delete the Resources used. Meanwhile, the Client is responsible for deleting the collateral Resources used with the AI Tools Service, such as Object Storage Containers and Private Registry created by the Client to store model files and containers. OVHcloud shall apply an operating fee at the price displayed on the Website in the event that the Client does not delete the collateral resources.

3. FINANCIAL CONDITIONS

The Service is billed according to usage (*"Pay as you go"*). Any started minute (i.e. clock minute) is billed and payable in full. The execution time of a Job or Notebook is limited to seven (7) consecutive days. If the Job or Notebook is not deleted by the Client before, it will be automatically cancelled at the end of this period.

Provisions specific to AI Training

Minutes are counted from the time that a Job is launched, until the end of its lifecycle. If a Job is deployed but fails for whatever reason, including but not limited to inaccessible data or incompatible code, the Service will be billed.

Provisions specific to AI Notebooks

Minutes are counted from the time that a Notebook is launched until the end of its lifecycle, regardless of whether or not it is used by the Client. The amount charged depends on the available status of the AI Notebooks service. When the Notebook is "running", the entire AI Notebooks service is payable. When the Notebook is "stopped", the computing units (GPU and CPU) released are no longer billed. If the Client retains the Workspace for a duration of more than thirty (30) days from the Notebook end date and/or in the event of the use of additional storage capacity, OVHcloud will apply the Object Storage prices listed on the Website and applicable documentation.

Provisions specific to AI Deploy

Minutes are counted from the time an App replica runs, to the end of its lifecycle. If an App replica is deployed but fails for any reason, including but not limited to inaccessible data or incompatible code, the Service will be billed. In addition to the billing of the Resources, some Apps offered by OVHcloud and external partners may incur an additional cost for the Client, which will be listed in the Control Panel during deployment.

4. SERVICE LEVEL AGREEMENTS (SLA)

Service AI Tools	**Service Level Agreements (SLA)**	**Credits**
AI Training	Monthly availability rate: 99.9%	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.
AI Notebooks	Monthly availability rate: 99.9%	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.
AI Deploy	Monthly availability rate: 99.95%	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 minus the number of minutes of unavailability over the month in question.. The total is divided by the total number of minutes in the month and is expressed as a percentage.*

"Unavailability": *all the Jobs, Notebooks or Apps submitted by the Client for all regions combined per minute, are returning an error code of 500 or 503. For the sake of clarification, if the Client does not execute a Job, Notebook or App for a one-minute interval, the availability rate for that interval is considered equal to 100%.*

The procedures for obtaining Credits are set out in Article 6 of the SC and in the GTS.

APPENDIX 8: SPECIFIC CONDITIONS – MANAGED RANCHER SERVICE

1. SERVICE DESCRIPTION

The service provided by OVHcloud consists of deploying the Rancher software published by SUSE Software Solutions Ireland Ltd ("**Rancher**") on an Infrastructure necessary for its operation and maintaining it in an operational condition for the Client as described below (the "**Service**").

The Service allows the Client to create and/or manage the lifecycle of one or more Kubernetes clusters (open-source system(s), hosted by the Cloud Native Computing Foundation®, enabling containerised applications and underlying storage and network compute resources to be orchestrated via API; "**Kubernetes**") managed by the Service ("**Downstream Cluster(s)**") and/or to deploy software components in them. Downstream Clusters are added by the Client. Each Downstream Cluster can be created from the Resources of a Client's OVHcloud Public Cloud project; the SC relating to these Resources apply where applicable. Each Downstream Cluster can also be created from third-party infrastructure or third-party cloud services, which must then be supported by Rancher.

2. TERMS AND CONDITIONS OF USE

2.1. Requirements

It is necessary for the Client to:

- familiarize themselves with the best practices for using Kubernetes technology and software containers, as disseminated in particular by the Cloud Native Computing Foundation®.
- familiarize themselves with the support for versions of Kubernetes, infrastructures, operating systems, and suppliers for the chosen version of Rancher at creation or upgrade.
- accept the End User License Agreement for the publisher when they first connect to the Service.

2.2. Management and updates of the Managed Rancher Service

The Resources needed to make Rancher available are hosted, managed and maintained by OVHcloud.

The Client shall always ensure that, the software used to interact with the Service, Kubernetes deployments, infrastructures and operating systems constituting or being deployed in Downstream Clusters, is supported by the version of Rancher in use.

The Client must regularly initiate Rancher version upgrades from among those supported by the Service. If the client fails to do so, an automatic version upgrade will be scheduled by OVHcloud or, if this is technically not possible, OVHcloud will terminate the Service by giving at least thirty (30) days' notice.

OVHcloud reserves the right to modify and/or delete Rancher versions made available in accordance with its version management policy presented in the technical documentation of the Service. The Client acknowledges and accepts that these changes do not entitle the Client to termination and/or compensation.

The Client is responsible for the Downstream Clusters, Resources and/or third-party infrastructures and/or cloud services necessary for the management of the Downstream Clusters ("**Underlying Elements**"), and for all

software deployed on them. For example, they are responsible for managing and maintaining Downstream Clusters, sizing the infrastructure, the Content used, and their security.

The Client must carry out any operation necessary to preserve their configuration, taking into account the level of criticality of the Downstream Clusters to the Client's activity and their risk analysis, in particular in the event of a Service interruption or maintenance, version upgrade or update. The client is responsible for any costs associated with the Underlying Elements and provide Rancher with access to the Underlying Elements.

The Underlying Elements will be added and/or deleted and/or modified in accordance with the Client's orders (via API, CLI, or Rancher's Web UI). These orders will be executed within a reasonable time frame, either manually or automatically.

The Client is liable for any costs related to the Underlying Elements.

The Client must prioritise interactions with Downstream Clusters and the Underlying Elements through the Service in order to allow for proper order execution and avoid conflicts (e.g. modification of a cloud resource via the interface of a third-party cloud provider while its deletion is scheduled by an element of a Downstream Cluster). If they interact with them via another means, they must ensure that it is available and accessible by the Service.

The Client must also ensure that the Downstream Clusters and Underlying Elements are compatible with the Service (particularly with regard to Kubernetes and Rancher version upgrades and third-party application programming interfaces (APIs)).

2.3 Technical support

OVHcloud is the Client's single point of contact for Support purposes.

3. FINANCIAL CONDITIONS

The Service is billed according to usage (*"Pay as you go"*).
All of the vCPUs on each worker node in each Downstream Cluster are accounted for and billed.
Any node identified as having a computing capacity that can be used by Rancher (known as "schedulable") is considered to be a "working node".
Only nodes identified as having an exclusive control plane role (known as "taints" and "non-schedulable" nodes) are not counted, with the Client agreeing not to deploy any workload on them.

For the sake of clarification, a node defined both as a worker node and as a "control plane" node (using for example the k3s distribution on a single node) is counted, and all the vCPUs of this node will then be charged.

Any hour (i.e. 60-minute-period) of vCPU started is billed and payable in full.

For each hour, a minimum of twenty (20) vCPUs is counted for the Service.

For example:
A Service that counts a single Downstream Cluster of three (3) worker nodes each with four (4) vCPUs will be measured and charged the minimum of twenty (20) vCPUs.
A Service having two (2) Downstream Clusters, each having six (6) worker nodes, each with two (2) vCPUs, will be measured and charged for twenty-four (24) vCPUs.

4. SERVICE LEVEL AGREEMENTS (SLA)

Monthly Availability Rate	**total minutes of Unavailability within a given month**	**Service credits**
100% – 99.9%	Less than 44 minutes	0% of the monthly cost of the affected Service
99.9% – 99.8%	44 to 87 minutes	10% of the monthly cost of the affected Service
99.8% – 99.5%	87 to 220 minutes	25% of the monthly cost of the affected Service
99.5% – 95%	Over 220 minutes	50% of the monthly cost of the affected Service
Less than 95%	Over 2191 minutes	100% of the monthly cost of the affected Service

"**Monthly availability rate**": the total number of minutes in the month in question minus 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 Client's inability to access Rancher for a reason solely attributable to OVHcloud, as measured by OVHcloud sensors or noted by the Parties.

The procedures for obtaining Credits are set out in Article 6 of the SCs and in the GTCs.

5. PROCESSING OF PERSONAL DATA

As part of the use of the Managed Rancher Service and its security, OVHcloud carries out processing of personal data as a sub-processor on the instructions of the Client. This article supplements the Annex "Data Processing Agreement".
As a data controller, OVHcloud also processes personal data relating to the use of the Service, 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 the services.

5.1 Which Data in concerned?

In order to provide the Service, OVHcloud processes the following data as a processor (the "**Client's Data**"):
- Data hosted and used by the Client as part of the Service ("**Content**");
- Logs generated by the Service, including log files related to Downstream Clusters and Content ("**Application Logs**");

- Logs for accessing and using the Client's Service(s) ("**System logs**").
The Client is responsible for the content of the Application Logs that they can generate as part of their use of the Service.

5.2 Which processing takes place and which are the purposes?

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

5.3 Location

The Service is deployed and maintained in operational condition in Datacentres located in France, as are the copies and backups made by OVHcloud as part of the Service.
The Client is solely responsible for the location of the Downstream Clusters, whether imported into the Service or created through the Service, based on their chosen third-party infrastructure. They are also responsible for their regular connectivity with the Service.
If the Client chooses the OVHcloud Public Cloud for all or part of these Downstream Clusters, they will choose the region in which each Downstream Cluster will be created from those offered by OVHcloud.

5.4 How long is the Data stored?

5.4.1 Content

The Content is managed by the Client, 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 point 5.6 below.

5.4.2 Logging

- **Application Logs:** The Client is responsible for managing the retention period for Application Logs that are not generated by default.
- **System Logs:** These are kept for a maximum of twelve (12) months.

5.4.3 Backup

OVHcloud makes no commitment to back up the Client's Content. In particular, the Client must ensure the availability of their Content against hardware failures, take all necessary measures to back up their Content, as well as any data not expressly mentioned in this document, particularly in the event of loss, alteration and/or damage.

5.5 Which Sub-processors are involved?

In addition to the OVHcloud Subsidiaries listed in the Annex "Sub-processors", the publisher of Rancher software, SUSE Software Solutions Ireland Ltd, along with the subsidiaries listed in the Managed Rancher Service technical documentation, may access certain Client's Data, as part of the support provided to OVHcloud as part of the Service, in exceptional cases and with the express consent of the Client.
In this context, SUSE Software Solutions Ireland Ltd may be required to process Client's Data (namely Content, logs and usage metrics, etc.). As such, SUSE Software Solutions Ireland Ltd acts as a sub-processor of OVHcloud. These data processing operations are carried out remotely, directly by SUSE Software Solutions Ireland Ltd or by

one of the subsidiaries present in the aforementioned list. However, its subsidiaries located in the United States of America shall not intervene without the Client's specific authorisation.

5.6 Data retrieval and deletion at the end of the Service.

The termination of the Service, for whatever reason, results in the automatic and irreversible deletion of all Content (the deletion of Downstream Clusters and the Underlying Elements is not necessarily automatic).

Depending on the deletion cycle, the data may remain available for a maximum duration of one (1) month. However, this retention period does not guarantee against data loss.

It is therefore advisable that the Client put in place a business continuity plan and in particular ensure their ability to access the Downstream Clusters by another means in the event of the unavailability of the Service. In this regard, it is the Client's responsibility to retrieve all of the Content they wish to keep before the end of the Service. Information on how to retrieve the data is available on the publisher's website, as well as from the Cloud Native Computing Foundation®.

APPENDIX 9: SPECIFIC CONDITIONS – DATA PLATFORM

1. SERVICE DESCRIPTION

The Service "Data Platform" (the "**Data Platform**") allows the Client to access a platform grouping several operations that the Client can perform on data, covering the whole data journey.

Within Data Platform, the Client can extract, aggregate, clean, query, store, analyze and share data from different sources, in one single interface. These features are grouped in modules, as per the table below:

Module name	Features
Data Catalog	Allows the Client to connect their data sources from a list of supported connectors (sources). It also comprises an analyzer that allows the Client to extract metadata from the said sources.
Lakehouse Manager	Allows the Client to store structured and unstructured data, and manage buckets, datasets, tables and attributes metadata. It also comprises an Explorer interface for querying data using SQL. A Policy Tag system allows the Client to control access to the data within the project.
Data Processing Engine	Allows the Client to build data transformation pipelines using Actions and Workflows, and run the pipelines using templates environment configurations.
Analytics Manager	Allows the client to build, save and run SQL data queries. The queries can be used by the Client to build Dashboards, or executed via connected external data visualization Consumers.
Applications Services	Allows the client to develop, build and deploy custom APIs and web applications.

The detailed features of the Data Platform are detailed on the Website.

2. ORDER AND DELIVERY

The Client activates the Services directly online on the Data Platform Website or an application programming interface (API).

It is not possible to activate the Data Platform directly on the Control Panel.

In the event of usage that may impact the stability of Infrastructures or the performance of the Services provided to other OVHcloud Clients (e.g. saturation of the available space within a Datacentre, saturation of shared bandwidth etc.), OVHcloud reserves the right to consult the Client before delivering the Service in order to agree on an alternative solution that meets the Parties' needs and constraints.

Where the Infrastructure capacity is not sufficient (i.e. lack of available disk space), OVHcloud reserves the right to temporarily limit the use of the Data Platform: the Client can access their Content, but they cannot store or archive any additional Content (the Service is only accessible in read-only mode).

3. CONDITIONS OF USE

3.1. Prerequisites

In order to use the Data Platform, the Client needs to create a specific project associated to the Data Platform (hereinafter a "**Data Platform Project**"), which needs to be associated to an OVHcloud Public Cloud Project previously created in the Public Cloud general interface.

However, Resources used to run the Data Platform (such as storage, computing, etc.) will only be billed as per the Data Platform tariffs.

3.2. Usage restrictions

The Data Platform is not, and cannot be, connected to the OVHcloud private network (vRack).

3.3. Configuration and maintenance

The Client is solely responsible for the administration, configuration, and use of the Data Platform. OVHcloud cannot be held responsible in the event of malfunction of the Data Platform due to an incorrect configuration of it by the Client.

OVHcloud is responsible for the administration of the infrastructure underlying the Data Platform and for maintaining this infrastructure in good working order. OVHcloud reserves the right to update the Data Platform in order to maintain an optimal level of security, or to preserve its good operating condition. As a result, OVHcloud may need to carry out maintenance operations, version upgrades or updates. OVHcloud will inform the Client of any scheduled maintenance via the interface provided for this purpose.

OVHcloud is under no obligation to carry out any backups of the Data Platform configuration. The Client is solely responsible for carrying out any action necessary to preserve their configuration, taking into account the level of criticality of the Data Platform on the Client's activity and their risk assessment, particularly in the event of a interruption, maintenance operation, version upgrade or update.

OVHcloud reminds the Client that any feature of the Data Platform that allows them to revert to a previous configuration does not constitute a method of permanently backing up their configuration.

3.4. Location

Upon the creation of a Data Platform Project, the Client is able to choose the Datacenter where its Content within the Data Platform will be stored.

3.5. APIs, tools and software.

The APIs, tools and software provided by OVHcloud as part of the Data Platform must be used in compliance with the applicable terms of service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

The Client agrees to also use the latest available versions of the APIs, tools and software provided by OVHcloud.

4. FINANCIAL CONDITIONS

The Service is billed on a pay-as-you-go basis. The unit of work varies according to the module of the Data Platform, and it's indicated on the Website.

5. SERVICE LEVEL AGREEMENTS (SLAs)

Element	Service Level Agreement (SLA) Monthly availability rate	Credits
Data Platform	99.9%	Credit amounting to 5% of the monthly cost of Data Platform per one (1) full hour of Unavailability beyond the SLA, up to a limit of 30% of the monthly cost.

"**Monthly availability rate**": *the total number of minutes in a given month deducted from the number of minutes of unavailability over this month. The total is divided by the total number of minutes in the month and is expressed as a percentage.*

"Unavailability": *all the requests submitted to a Data Platform module by the Client for all regions combined per minute, are returning an error code of 500 or 503. For the sake of clarification, if the Client does not execute a request for a one-minute interval, the availability rate for that interval is considered equal to 100%.*

APPENDIX 10: SPECIFIC CONDITIONS - AI ENDPOINTS

1. SERVICE DESCRIPTION

The AI Endpoints Service refers to the provision of access to the Endpoints API enabling the use of artificial intelligence models (the "**Models**") hosted on Resources. The Models and Resources available are described on the Website.

2. CONDITIONS OF USE

The Client is responsible for the use of the AI Endpoints Service, including the Content integrated into the Models. By using the AI Endpoints Service, the Client is deemed to have read and accepted the "Code of Conduct on the use of Artificial Intelligence": https://contract.eu.ovhapis.com/1.0/pdf/AI_Code-IE.pdf

The Models are Third-Party Products subject to the Third-Party Product Conditions applicable to them and available here: https://endpoints.ai.cloud.ovh.net/licences. The use of the AI Endpoints Service and/or acceptance of these Specific Conditions constitutes acceptance of the Third-Party Product Conditions. These Third-Party Product Conditions may contain usage restrictions in the use of the Models, which the Client acknowledges and accepts.

The AI Endpoints Service does not include backup or storage, even if it is temporary (with the exception of the AI Endpoint Batch API Service, which is an asynchronous service offer that temporarily stores incoming and outgoing data for the Service). Neither does it include Snapshots. Therefore, the Client must take all measures and carry out any backups that it deems necessary (including any backup of its Content and the results from the Models), including in the event of loss or damage.

OVHcloud performs maintenance on the AI Endpoints Service. OVHcloud shall inform the Client of any planned maintenance via the interface provided for this purpose.

3. FINANCIAL CONDITIONS

The AI Endpoints Service is invoiced on a pay-as-you-go basis, according to the units of work actually used (e.g. number of tokens, number of minutes, etc.). Any unit of work started is invoiced and payable in full (rounded up to the next unit and cent). The units of work and their prices are detailed on the Website.

Invoicing is done monthly in arrears at the beginning of the calendar month following the month of use, based on the usage recorded by OVHcloud.

4. SERVICE LEVEL AGREEMENTS (SLAs)

Monthly Availability Rate	**Credits**
99.5% - 99.0%	10% of the monthly cost of the affected Model, up to a limit of 30% of said monthly cost.
99.0% - 95.0%	20% of the monthly cost of the affected Model, up to a limit of 30% of said monthly cost.
< 95.0%	30% of the maximum monthly cost of the affected Model.

"**Monthly Availability Rate"**: 100% minus the Average Monthly Error Rate. It is expressed as a percentage.

"**Average Monthly Error Rate**": the total Error Rates for a given month divided by the number of minutes in the given month. It is expressed as a percentage.

"**Error Rate**": for an interval of a given minute, the total number of Requests referring to an error code of 5xx, divided by the total number of Requests. It is expressed as a percentage. If there were no Requests within a given interval of minutes, the error rate for that interval is 0%.

"**Request(s)**": an API call to a Model endpoint.

The above SLA applies to each Model individually. It does not apply when a Model is provided as a Test Service.

The procedures for obtaining Credits and the exclusions are set out Article 6 of the SCs and in the GTS.

5. PROVISIONS RELATING TO INPUTS AND OUTPUTS

As part of the AI Endpoints Service, the Client may provide input data (such as text or voice data) ("**Inputs**") and receive data generated by the Model based on the Input ("**Outputs**"). The Client is responsible for Inputs and Outputs.

OVHcloud has no knowledge of Inputs and Outputs, and OVHcloud does not reuse them in any way. OVHcloud does not carry out any backups of Inputs or Outputs. This does not apply for the AI Endpoint Batch API Service.

OVHcloud does not provide any guarantees on the AI Endpoints Service whatsoever, particularly in terms of reliability or accuracy. As such, the Client accepts that the AI Endpoints Service may produce inaccurate or inappropriate Outputs. The Client should exercise judgement before relying on an Output. These Outputs are not intended to be used without human validation, especially in areas affecting the rights or well-being of a person or group of people. Any Output should be understood as for information purposes only and does not replace the advice of a suitably qualified professional. Outputs do not represent the opinion or standpoint of OVHcloud in any way.

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