SPECIFIC CONDITIONS
MICROSOFT OPTION

Version: December 4, 2025

Changes:
This version aims to be simpler and easier to read, mainly by deleting the provisions already covered by the current GTS, including the limitations of liability established by them.

History:
To view the previous version of this document, please click here.

WHAT IS IT ALL ABOUT?

The purpose of these SC is to define the terms of use and financial conditions applicable to the optional service Microsoft license provided as part of the Service *Hosted Private Cloud VMware on OVHcloud* ("**Microsoft Option**"). They complete the SC *Hosted Private Cloud VMware on OVHcloud* and the GTS.

1. WHAT IS THE MICROSOFT OPTION?

As part of the Microsoft Option, OVHcloud provides the Client with templates of Virtual Machines with licenses Microsoft Windows Server® operating system (Standard Edition and Datacenter Edition) and/or Microsoft SQL Server® (together, the "**Microsoft Licence(s)**").

The Client acknowledges that these Microsoft Licenses are Third-Party Products. By subscribing to and/or using the Microsoft Option, the Client agrees to adhere to Microsoft's *"End User License Terms",* which are Third-Party Product Conditions, available here:
https://storage.gra.cloud.ovh.net/v1/AUTH_325716a587c64897acbef9a4a4726e38/contracts/93af107-EULA_MCSFT_VPS_PCI-ALL-1.0.pdf

2. WHAT ARE TERMS OF USE OF THE MICROSOFT OPTION?

2.1. Order.

The Client has access to the Virtual Machines templates with the Microsoft Licenses they selected when ordering the Service *Hosted Private Cloud VMware on OVHcloud*, or later, at any time, via their Control Panel.

2.2. Installation and management. Duration.

The Client installs and manages the Virtual Machines with the Microsoft Licenses on their Host Servers through the Virtualisation Interface. When certain virtualisation options are enabled, the Virtual Machines with the Microsoft Licenses can migrate to a new Host Server. The Client may configure their Virtualisation Interface to prevent this migration.

The number of Virtual Machines is not limited. However, the Client must ensure that their Virtual Machines work properly, and that the resources of their Host Servers are available.

The Microsoft Option is subscribed for the duration of the Service Hosted Private Cloud VMware on OVHcloud to which it is attached.

2.3 What are the limitations of the Microsoft Option?

There may be limitations, including but not limited to, the operating system versions that may be available. These limitations are set out in the documentation available on the Website. The Client agrees to comply with these limitations and stay informed of any related changes.

The Microsoft images are hosted on the OVHcloud Infrastructure. Access to the images can be restricted or subject to specific terms of use, security, or license. Their availability can also be affected by planned or unplanned maintenance operations that may result in temporary outages or compromised performance. Synchronising images on the Infrastructure can also result in temporary downtime of around a few minutes. OVHcloud will inform the Client in advance of any planned maintenance that could impact access to the images.

3. WHAT ARE THE FINANCIAL CONDITIONS OF THE MICROSOFT OPTION?

3.1. Prices. The prices applicable to the Microsoft Option are available on the Website and vary depending on the range(s) of the Host Servers chosen by the Client.

3.2. Billing.

Billing depends on each relevant Microsoft License:

- For Microsoft Windows Server® Standard Edition: The Client is billed monthly for the price of the Microsoft Windows Server® Standard Edition license on the last day of the month for each Virtual Machine with a Microsoft Windows Server® license started during this period and limited to a maximum of 6 (six) Virtual Machines on the Host Server.
- For Microsoft Windows Server® Datacenter Edition: The Client is billed monthly for the price of the Microsoft Windows Server® Edition Datacenter license on the last day of the month for each Host Server on which at least 7 (seven) Virtual Machines with a Microsoft Windows Server® license have been started during this period.
- For Microsoft SQL Server Standard Edition and Web Edition: The Client is billed per virtual core and per month. The required number of licenses is equal to the number of virtual cores in the virtual operating system, subject to a minimum of four (4) licenses.

The Client acknowledges that the possible migration of the Virtual Machines with the Microsoft Licenses to a new Host Server will automatically result in billing for this second Host Server, in accordance with the provisions set out above.