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## DEFINITIONS

**Cache:** The local memory of the Cache Server.

**Cache Server:** Computer servers administered by OVHcloud and located at the Points of Presence, on which User requests are received within the scope of the Service when a User visits the Client's Website.

**Content:** The Static Content and Dynamic Content.

**Control Settings:** The controls put in place by OVHcloud determining the rules applicable to temporary storage of the static content of the Website (Cache).

**Client's Website:** A set of pages and content globally accessible via a domain name, which constitute the Client's Website (with more than one Website constituting "Websites").

**Domain Name:** The element of a website that constitutes its identity on the internet network.

**Dynamic Content:** Changeable content that varies based on various parameters such as User web browser, session, etc.

**Points of Presence (PoPs):** The physical locations on OVHcloud's network of the Cache Servers connected to the internet, as presented in its commercial offering (each being a "Point of Presence").

**Static Content:** Unchanging content, such as images and CSS pages, which does not vary when the Website is visited by two different Users.

**TTL:** (acronym of Time to Live): The period during which the Static Content of the Client's Website will be preserved in the Cache memory of the Cache.

**Users:** The internet users that visit the Client's Website.

## 1. PURPOSE

- 1.1. The purpose of this appendix is to define the technical and financial conditions under which OVHcloud implements the Web CDN service, in order to optimise the Client's websites hosted on OVHcloud's shared platform (hereinafter referred to as the "Web CDN Service").
- 1.2. This appendix supplements the General Terms and Conditions of Service and the Specific Conditions for Web Hosting. If there is a contradiction between this appendix and the Specific Conditions for Web Hosting, Specific Conditions for Web Hosting shall prevail.

## 2. SERVICE DESCRIPTION

- 2.1. Please note that a website is made up of static and dynamic aspects. The Web CDN allows the Client to optimise how their Website is displayed to their Users located around the world.
- 2.2. With the Web CDN Service, a User wishing to use the Client's Website will be automatically directed to the cache server with the most direct access via the Internet network.
- 2.3. The Website's Static Content can be stored in the cache that is most directly accessible from the User's login location. Only Dynamic Content remains directly uploaded to the Client's Web Hosting plan. Users will therefore be able to display the website more efficiently, and the web hosting service is under less pressure.

## 3. PREREQUIREMENTS/CONDITIONS FOR PERFORMING THE SERVICE

- 3.1. The Client must have at least one Domain Name and OVHcloud shared hosting service (hereinafter referred to as "Web Hosting") in order to use the Web CDN.
- 3.2. According to the configuration rules defined by OVHcloud, the various Static Content on the Client's website will be replicated on cache servers (hereinafter "Cache Server(s)"), which allows access from our different Points of Presence (as defined below) to ensure that this Content is more quickly accessible in future visits.
- 3.3. The Client can find the list of points of presence corresponding to the locations in which OVHcloud has cache servers (hereinafter "Point of Presence") on OVHcloud website. The Client cannot determine which Points of Presence they wish to activate for their service; all Points of Presence are activated by default. OVHcloud reserves the right to change the location of its Points of Presence during the term of the Contract. OVHcloud will inform the Client in the event that a Point of Presence is deleted, who may then request the termination of their Service free of charge.
- 3.4. Upon OVHcloud's validation of the order, OVHcloud will send an email with information relating to the implementation of the CDN Web Service for the Client's Website.

## 4. OVHcloud's OBLIGATIONS

- 4.1. OVHcloud shall take all reasonable care and diligence necessary to provide the Service, conforming to the customary professional practices. Due to the highly technical nature of the Web CDN Service, OVHcloud is only subject to a "best endeavours" obligation.
- 4.2. OVHcloud undertakes to:
  - ensure effective administration of OVHcloud infrastructure and Cache Servers, independently of the Client Website administration for which the Client is responsible.
  - maintain the Cache Servers in proper working order;

- in the event of a Server failure, carry out the necessary operations of switching to another Cache Server, and keep the Client informed of such operations, in order to minimise any disruption or risk of disruption to the Service or User access to Files.
- ensure that its resources comply with industry quality standards at all times, in accordance with industry rules and practices.

- 4.3. OVHcloud cannot guarantee a level of speed optimised by the implementation of the Web CDN Service, which depends mainly on the Client's website, its Content, and the areas that Users access.
- 4.4. OVHcloud alone determines the optimisation of the Web CDN Service, including selecting the most direct Point of Presence when a User visits the Client's Website.
- 4.5. Modifications made by the Client to the Client's Website(s) will only be taken into account after the expiry of the TTL value assigned to the Static Content. Therefore, Users visiting the Client's Website will only see these changes after the expiry of the TTL.
- 4.6. Under no circumstances shall the Service exempt the Client from the requirement to take all the necessary steps to back up the data on its hosting system. Likewise, OVHcloud shall under no circumstances be responsible for communicating or keeping a backup copy of the data stored on the Cache Server, as this data is only stored for the duration determined by the TTL.
- 4.7. The Client shall take all the necessary steps to back up its data in case of loss or Client Website degradation, irrespective of the cause thereof, including data not expressly mentioned herein.
- 4.8. Use of the Web CDN Service may serve as a security measure aimed at limiting the impact of attacks on the Client's hosting service. However, the Web CDN Service does not exempt the Client from taking any additional security measures to secure their Website.

## **5. CLIENT OBLIGATIONS AND LIABILITY**

- 5.1. The Client warrants that it has the power, authority and capacity necessary to enter into the Contract and perform the obligations provided for herein and, in particular, that it holds all appropriate rights with regard to the Domain Name and hosting system.
- 5.2. The Client shall provide valid contact details so that it can be identified: First name, last name, organisation if required, postal address, telephone number, email address. In this respect, OVHcloud reserves the right to request proof thereof, in which case the Client must deliver the requested proof to OVHcloud within 72 hours of the request being made, failing which OVHcloud reserves the right to suspend the Client's Services.
- 5.3. The Client is acting as an independent entity and, as such, accepts full responsibility for all risks and liabilities of its activity. The Client is solely responsible for the Client Website, the content, usage and the updating of information transmitted, distributed or collected and of all files, including address files.
- 5.4. The Client specifically undertakes to respect the rights of any third parties, including but not limited to personality rights, copyrights, patent rights, trademarks and other intellectual property rights. OVHcloud shall not be held liable for the Content, usage or updating of any information transmitted, distributed or collected and of all files, including address files, in any respect whatsoever.

- 5.5. The Client undertakes not to make any files (in any format whatsoever) publicly available via the Client Website, which infringe copyright in particular, and/or any other intellectual property rights.
- 5.6. If this should occur, OVHcloud reserves the right to terminate the Contract immediately, without formal proceedings and without prejudice to any claim for damages that OVHcloud may be entitled to make.
- 5.7. The Client shall solely bear the consequences of any misconfiguration and/or mishandling as part of their website's configuration resulting from a malfunction of their Hosting plan.
- 5.8. OVHcloud may monitor the compliance of the Customer's use of the Web CDN Service with this appendix.
- 5.9. The Client undertakes not to use the Web CDN Service for the purpose of audio/video streaming.

## **6. DURATION AND FINANCIAL CONDITIONS**

- 6.1. The applicable prices are available on OVHcloud website. These rates are expressed in euros, and do not include taxes.
- 6.2. The Web CDN Service is active for the entire subscription period of the Web Hosting plan to which it is linked. The Web CDN Service is based on the pricing chosen by the Web CDN Service Client according to the terms indicated below.
- 6.3. The Web CDN Service is automatically linked up with the billing cycle of the Web Hosting plan to which it is assigned. If you subscribe to the Web CDN Service while the Web Hosting service is running, the first bill will be calculated on a pro rata basis.
- 6.4. The Client is then billed for the use of this Web CDN Service, each time the period of the Web Hosting plan is renewed, unless the Web CDN Service is terminated via their Control Panel (subject to prior notice in accordance with the provisions of the Specific Web Hosting Terms). In the event of the Web Hosting plan not being renewed, the Web CDN Service becomes unavailable, and all data stored on it is deleted. This deletion occurs immediately after the end of the Web Hosting period. It is the Client's responsibility to take all the necessary measures to ensure that their data is preserved before the end of this period.