Specific Conditions of Service – Global Backup

Version of 11 August, 2026

New additions:
This updated version aims to:
- Clarify, simplify the terms and improve the readability of the conditions applicable to Backup Agent;
- Specify the terms applicable in the event that the Client abandons the order; and
- Add the conditions applicable to the Backup Licences Service.

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1. WHAT IS THIS ABOUT?

These Specific Conditions of Service define the terms of use and the financial terms applicable to the Backup Services (hereinafter referred to as the "**Backup Service(s)**").

The Specific Conditions of Service complement the current General Terms of Service, which also apply to Backup Services.

The Backup Services are available in different Service categories, each subject to an annex specific to the Specific Conditions of Service (the "Annex"), and utilise technology from a third-party vendor called Veeam®. Veeam is a registered trademark of Veeam Software.

The Annexes complement and form an integral part of the Specific Conditions of Service. In the event of a contradiction between the body of the Specific Conditions of Service and an Annex, the provisions of the Annex prevail for the relevant Backup Service.

The following Annexes are attached to these Specific Conditions of Service:

- Annex 1 – Backup Agent
- Annex 2 – Backup Licences

2. DEFINITIONS

These Specific Conditions of Service contain terms beginning with a capital letter, which are defined below in this document, as well as in the other documents that form part of the Contract agreed between the Client and OVHcloud.

"Technical Documentation": technical specifications of the Backup Service available under the "Support" tab, "Guides" section of the Website.

"Standard" Object Storage: a scalable object storage service, compatible with S3 [1]and the vast majority of use cases, suitable for any type of volume. The storage is based on an architecture within the same Datacentre, using triple data replication or erasure coding. The solution is accessible via an API.

"Backup Policy": a set of rules and settings defining how and when the Client's data is backed up, including but not limited to the frequency of backups, the retention period of backed-up data, and the storage location of backed-up data.

"Backup": a mechanism allowing the Client to copy all or part of the Content to a Vault or any other storage space configured by the Client, in accordance with the Backup Policy, to enable its restoration to a previous state.

"Veeam Service Provider Console" (or "VSPC"): the centralised and shared management platform for backup and disaster recovery services developed by Veeam. For clarity, the backups for the Backup Licences Service are managed on both the VSPC and the VBR Server according to the terms set out below.

"Vault": secure storage space that will host the Backup. Each Vault is designed to provide a storage environment for the Client's backup, with encryption features, IP address whitelisting, and the option to implement an immutability period.

3. THIRD-PARTY PRODUCT

The Backup Service includes a Third-Party Product developed by Veeam. The Client is authorised to use the Third-Party Product only as part of the Backup Service. The Third-Party Product is subject to specific conditions, as set out in the General Terms of Service. OVHcloud is not involved in the creation and development of these Third-

[1] S3 is a registered trademark of Amazon Technologies, Inc. OVHcloud services are not sponsored by, approved by, nor affiliated with Amazon Technologies, Inc. in any way.

Party Products made available to the Client as part of the Backup Service. Therefore, OVHcloud is not responsible for the Third-Party Product, which may include, but is not limited to, technical errors, vulnerabilities or incompatibilities.

4. GENERAL OBLIGATIONS OF THE CLIENT

The Client is solely responsible for the use of the Backup Service, and in particular for:

- Consulting the Website and in particular the Technical Documentation in order to familiarise themselves with the technical characteristics of the various Backup Services;
- Selecting the Backup Service most suited to their project, taking into account the nature of the data to be backed up, the regulatory and legislative constraints applicable to it, and the objectives they are required to meet, and more generally the backup policy they will have drawn up;
- Selecting the Content to be backed up;
- Choosing the Backup Policy suited to their needs, if applicable;
- Managing the Backups and restore operations, including:
  - Regularly verifying the correct execution of the backups;
  - Regularly checking the integrity of the Backups using tools that the Client deems appropriate;
- Contacting OVHcloud Support if necessary, in the event that implementing a new backup operation fails;
- Carrying out all operations (such as backups, transfers, or snapshots) that the Client deems necessary to protect their Backup against the risk of loss, particularly before the Backup Service is terminated for whatever reason.

The Client agrees to flag the discovery of a malfunction, error or vulnerability in the Backup operation as soon as possible.
The Client is solely responsible for the content of the Backups. The Client shall ensure that they hold the necessary rights and are in compliance with the regulations in force. OVHcloud has no knowledge of the content and activities for which the Client uses the Backup Service.
The Backup Service may be suspended and terminated in accordance with the General Terms of Service, which the Client acknowledges and accepts.

5. ORDER

The Client orders the Backup Service on the Website or via the OVHcloud Control Panel From the date that the Order is confirmed, the Client has a period of one month to configure their Service as necessary before any use of the Backup Service. Failing this, the Order is considered abandoned and OVHcloud reserves the right to immediately cancel it in order to free up the resources that would have been reserved for the Client.

6. LIABILITY OF OVHCLOUD

With the exception of the service level agreements (SLAs) described in the Annexes, OVHcloud is only subject to a “best endeavours” obligation in the provision of the Backup Services. The limitations and exclusions of liability set out in the General Terms of Service are fully applicable under these Specific Conditions of Service. In

particular, the Client is reminded that the Backup, and more generally the Backup Service, do not constitute a Business Continuity Plan (BCP) or a Disaster Recovery Plan (DRP) and do not guarantee the availability or continuity of the Client's services.

7. SLAs

7.1 General framework of the SLAs

The SLA does not apply to the contents of the Backup or the time it takes to complete the backup task.
The procedures for obtaining Credits as well as the cases of exclusion and limitations applicable to the SLAs are set out in the Contract. In all cases, the Client needs to request the service Credits by opening a ticket. The Client must claim these Service Credits no later than thirty (30) days after the incident occurs.

As part of the Backup Licences service, the SLAs apply subject to the following conditions being met:

a) The Client's VBR Server is on a version supported by Veeam;

b) The network connection between the VBR Server and the OVHcloud licensing service is functional and uninterrupted by the Client; and

c) The Client has adhered to the technical limitations of the subscribed Licence Type.

7.2 VSPC

Monthly availability level	Total number of minutes of unavailability in 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 2,191 minutes	100% of the monthly cost of the affected Service

In terms of the SLA for VSPC availability, the following definitions apply:

"**Monthly availability rate**": the total number of minutes in a given month after deducting the number of minutes of Unavailability during that month. The total is divided by the total number of minutes in that given month, expressed as a percentage.

"**Unavailability**": the Client's inability to access the VSPC for a reason solely attributable to OVHcloud, measured by OVHcloud's internal tools or observed by the Parties.

7.3 Vault (based on Object Storage)

Vault monthly availability level	Number of consecutive minutes of unavailability	Service credits
99.999%–99.9%	Less than 44 minutes	0% of the monthly cost of the affected Vault*
99.9%–99.8%	44 to 87 minutes	10% of the monthly cost of the affected Vault*
99.8%–99.5%	87 to 220 minutes	25% of the monthly cost of the affected Vault*
99.5%–95%	Over 220 minutes	50% of the monthly cost of the affected Vault*
<95%	Over 2,191 minutes	100% of the monthly cost of the affected Vault*

**For Backup Agent, the price of the affected Vault corresponds to the price of the affected Backup Agent Service. For Backup Licences, the cost of the Vault Bundle is that of the affected Backup Licences Service.*

In terms of the SLA for Vault availability, the following definitions apply:

"Monthly availability rate": the total number of minutes in a given month after deducting the number of minutes of Unavailability during that month. The total is divided by the total number of minutes in that given month, expressed as a percentage.

"Unavailability": the total number of minutes during which the Vault has been unavailable for more than three (3) consecutive minutes. Loss of connectivity is recorded by OVHcloud through the implementation of ARP (Address Resolution Protocol) ping monitoring requests. Unavailability is calculated by OVHcloud from the moment the incident ticket is opened. If OVHcloud is unable to carry out these technical monitoring operations to verify the availability of the Services due to certain configurations made by the Client, the SLAs stated above do not apply.

8. DURATION AND TERMINATION OF THE SERVICE

The specific duration and termination conditions for each Backup Service are set out in the corresponding Annex. OVHcloud may also terminate the Backup Service at any time with reasonable notice (at least 3 months, except for Veeam terminations) and particularly at the end of commercialisation of the Backup Service.
In the event of termination or non-renewal of the Backup Service, for whatever reason, all Backup Service content, including all Backups (including the data and information they contain), may be automatically and irreversibly

deleted, under the conditions set out in the applicable Annex and within a maximum period of fifteen (15) calendar days.

9. FINANCIAL CONDITIONS

Pay-as-you-go rate. The Backup Service is billed based on the units of work actually consumed and recorded by OVHcloud ("**Pay-as-you-go**"). These units may include, for example, availability duration, retention duration, or data volume. OVHcloud issues an invoice at the end of the month following the month that the Client used the Service. The delivery time and hours consumed are established by OVHcloud based on the data available in its information system, which is accepted as proof and is fully binding on the Client.

Exception to Pay-as-you-go in the event of significant use of the Backup Services. OVHcloud reserves the right to bill the Client before the end of the current calendar month if the Backup Services consumed by the Client during the month reach a significant total amount.

Payment periods. Payments are made automatically within three (3) days following the billing date, through the payment method registered by the Client.

ANNEX 1
Specific conditions for Backup Agent

1. DEFINITIONS

"Backup Agent": the Veeam management agent that executes Backups of the Linked Service(s) on a Vault in accordance with the selected Backup Policy.

"Linked Service(s)": the compatible OVHcloud Service(s) contracted by the Client through separate orders and linked to the Backup Agent Service at the Client's initiative.

2. DESCRIPTION OF SERVICES

The Backup Agent Service consists of a "turnkey" backup Service. It allows the Client to back up the Content stored on the Linked Service(s) in the form of files. This Backup feature can be activated from the Control Panel. The Backup Agent Service is not included by default in the Linked Service(s) and is subject to additional billing. By default, OVHcloud has implemented a policy to back up the entire computer (as defined by Veeam) of the Linked Service(s).

The Backup Agent Service includes:

- VSPC:

OVHcloud deploys three (3) instances of the VSPC that may be in the same Region as the Backup Agent. The available Region is mentioned on the Website. OVHcloud deploys and manages the VSPC as the administrator for the duration of the Backup Agent Service. The Client has only restricted access to it.

- Backup Agent:
The Backup Agent refers to a software component, specifically a Veeam management agent, that the Client installs on the server(s) of their related Service(s) to facilitate the backup and restore process. The Backup Agent collects and transmits the data to be backed up to the Vault, enabling the provision of backup and restore services for the Backup. OVHcloud provides a preconfigured Backup Agent, which the Client will install on their chosen linked Service(s) to collect and transmit the data to be backed up. By default, the Backup Agent is configured with a Backup Policy of thirty (30) days. The Client can therefore restore their data at any time during the thirty (30) consecutive calendar days following their Backup. OVHcloud will make commercially and technically reasonable efforts to automatically perform Backups at 9:00 PM (UK time) each day, subject to the configuration of the Backup Agent by the Client.

- Backup Policy:
Backup Policies are used to configure and manage the backup process. A standard Backup Policy is applied by default when the Client installs the Backup Agent for a given linked Service. The Client may choose another Backup Policy from the Backup Policies available on the Website and/or the Control Panel according to their specific needs.

- Vault:

The backed-up data is stored in a Vault under the conditions set out in this article.
When the Client activates the Backup Agent Service for the first time, OVHcloud creates a Vault in a different Region, which may be in a different country than the Linked Service(s) in accordance with OVHcloud's geo-

redundancy policy set out on the Website. The Client agrees to read and accept this policy before ordering any Backup Agent Service.

3. ORDER AND DELIVERY

The Client orders or activates the Backup Agent Service(s) directly online on the Website from the Control Panel or via an application programming interface (API).

In the event of use by the Client that may impact the stability of the Infrastructures or the performance of services provided to other OVHcloud clients (for example, saturation of available space in a Datacentre, saturation of shared bandwidth, etc.), OVHcloud reserves the right to consult the Client in order to agree on an alternative solution that meets the needs and constraints of the Parties.
When the storage capacity of the Vault is insufficient (i.e. in the event of a lack of available disk space), OVHcloud reserves the right to temporarily limit the use of the Backup Agent Service. In this case, the Client will be able to access their Backup, but will no longer be able to back up additional Content: the Backup Agent Service will only be accessible in read-only mode.

4. TERMS OF USE

Before placing any order, the Client must familiarise themselves with the hardware requirements and the services and/or elements necessary for the use of the Backup Agent Service, particularly in terms of how to link a Backup Agent Service with the Linked Service(s) and the limitations applicable to this. If applicable, these requirements are stated in the documentation indicated on the Website.
The Backup Agent Service is compatible with Linux and Windows operating systems, and with certain OVHcloud services only according to the terms defined on the Website.

5. DURATION AND TERMINATION OF THE SERVICE

5.1 Duration

The minimum Service duration is 14 calendar days from the date on which the Client performs their first backup with the Backup Agent Service (the "**Immutability Period**"). After the Immutability Period, the Backup Agent Service continues for an indefinite duration and is subject to the termination conditions set out in the Specific Conditions of Service. Any new task launched via the Backup Agent will trigger a new Immutability Period for the Vault related to that task, including automatic backups performed as part of the Backup Agent Service.
Any hour commenced (i.e. a clock hour) is charged and payable in full. For example, to illustrate hourly billing, if the Backup Agent Service is used from 09:50 to 10:15, the Client will be charged for the full hour, i.e. until 10:49.
The Client's Backup will remain available for the duration of the Backup Policy and for the entire duration of the Backup Agent Service. At the end of the Backup Policy's set expiration date, the Backup will be permanently deleted.

5.2 Service termination

How to terminate the service. During the Immutability Period, the Client may cancel all or part of the Backup Agent Service by contacting the OVHcloud support team, provided that the Backup is deleted from the Vault. To cancel the Backup Agent Service after the Immutability Period, the Client must disable or delete the Backup Agent Service from the Control Panel and the VSPC.

Early termination by OVHcloud. OVHcloud reserves the right to terminate the Backup Service in the event that no Backup has been billed for more than six (6) consecutive months, and if no credit and/or voucher is available and valid for this Backup Agent Service in the Client Account. OVHcloud will inform the Client of this termination in advance by email.

Consequences of Service termination. Within a reasonable time from the date of termination, OVHcloud will delete the Client's Backup Agent Service and all associated content, even if a longer retention period had previously been set in accordance with the Backup Policy. The Client will carry out any reversibility and data recovery operations before the termination date, it being understood that the Backup Agent is necessary to decode the Backup. The termination of the related Service(s) will not end the Backup Agent Service, regardless of the reason for this termination.

6. PRICES AND BILLING

Billing purpose. The Client is charged based on the volume of storage used by the Vault and its usage time, under the conditions set out in article 9 of the above Specific Conditions of Service. Each unit (GB) of storage commenced will be charged in full, even if it is not fully used or if it is created and/or deleted during the hourly period (rounded up to the next whole unit).

Billing tracking. Once the Client has created a Backup, its status will appear in the VSPC and/or the Control Panel. The provision of the Vault ends when the Backup(s) it hosts and its associated elements are deleted. A Backup and its associated elements that have been disabled but not deleted will continue to use storage space in the Vault, which will be charged.

ANNEX 2
Specific Conditions for Backup Licences

1. PURPOSE

This Annex defines the specific conditions applicable to the Backup Licences service (hereinafter referred to as the "**Backup Licences Service**"). In particular, the Backup Licences Service allows the Client to use the features of the Veeam Backup & Replication software to back up, restore and replicate their Workloads, subject to compatibility and according to the terms set out by the applicable contractual conditions. The services compatible with this Service are specified on the Website and in particular in the current Technical Documentation.

2. DEFINITIONS

"Veeam Licence": the right to use the Veeam Backup & Replication software granted to the Client by OVHcloud, according to the type of licence chosen by the Client at the time of order. The Veeam Licence is provided to the Client through OVHcloud.

"Veeam Backup & Replication Server" or "VBR Server": server installed and configured by the Client. This server is made available to the Client by OVHcloud through an Order separate from the Backup Licences service and is subject to its own contractual conditions.

"Licence Type": level of Veeam licence selected by the Client from the options available on the Website. Each Licence Type determines the features, capabilities, and rights of use of the Veeam Backup & Replication software.

"Licence Unit": the unit of measurement used to determine the usage rights of the Veeam License as well as the quantities subscribed to and consumed by the Client. The terms applicable to the Licence Units are set by Veeam and may be changed at any time by this third-party publisher. The list of available Licence Units is published on the Website.

"Vault Bundle": Vault with Object Storage space included in the Backup Licences Service, made available to the Client by OVHcloud, the technical characteristics of which are described on the Website.

"Additional Vault": Vault with optional Object Storage space subject to additional billing, made available to the Client by OVHcloud, the technical characteristics of which are described on the Website.

"Workload": any item backed up, replicated, or restored as part of the Backup Service. For example, the Workload may correspond to a server, a Virtual Machine, or a database or five hundred (500) GB of protected NAS storage. The list of Workloads available at the date of Order is displayed on the Website.

3. SERVICE DESCRIPTION

3.1 General Information

Services provided by OVHcloud. OVHcloud provides the Client with:

- **VSPC:**

OVHcloud deploys three (3) instances of the Veeam Service Provider Console. The location of the VSPC hosting is mentioned on the Website. OVHcloud reserves the right to host the VSPC in the same Region as the Vault Bundle. OVHcloud deploys and manages the VSPC as an administrator for the duration of the Backup Licences Service. The Client can access the VSPC to monitor consumption and consult activity reports, among other things.

- **Veeam Licence:**

As part of the Specific Conditions of Service, the Client will benefit from the features of the Veeam Backup & Replication software according to the Licence Type they have chosen and according to the terms set out in the Third-Party Products article of the General Terms of Service, which includes the Veeam Third-Party Product Conditions. The Client is prohibited from selling or using the Veeam Backup & Replication software alone. The Client may only use the Veeam Licence as part of the Backup Licences Service.

- **Vault Bundle**: the Vault Bundle cannot be separated from the Backup Licences Service.

Client responsibilities. The Client is responsible for the installation, configuration, and operation of their VBR Server for the entire duration of the Backup Licences Service. The Backup Policies applicable to the Backup Licences Service are set by the Client independently. OVHcloud does not have access to these Backup Policies and cannot administer them on behalf of the Client.

3.2 Types of Licence available

During the Order, the Client selects the Licence Type to apply to their VBR Server from the options available on the Website. The Client can change their Licence Type from the Control Panel throughout the duration of the Service. The change takes effect under the conditions set out in article 7.3.3 below.

3.3 Features of the Vault Bundle

This Vault is intended for the storage of backups made by the Client via their VBR Server.

Feature	Description
Automatic configuration	The Vault Bundle is created and configured automatically by OVHcloud upon activation of the Backup Licences Service.
Settings configured by the Client	The Client must configure the connection between their VBR Server and the Vault Bundle.
Included capacity	The included capacity is indicated on the Website and in the Order.
Geo-redundancy	The Vault Bundle is created in a Region chosen by the Client, subject to availability at the time of the Order.
Immutability	The immutability of backups is activated by the Client at their own initiative during the configuration of their Backup Policies.

Accessibility	The Vault Bundle is accessible only to IP addresses authorised by the Client.

4. ORDER AND DELIVERY

4.1 Requirements

To use the Backup Licences Service, the Client must already have:

- a Veeam Backup & Replication Server in a version supported by Veeam, installed and configured on their infrastructure.

The Client must also check the possibility of having:

- network connectivity between the VBR Server and the VSPC; and
- network connectivity between the VBR Server and the Vault Bundle for backup storage.

In order to enable OVHcloud to provide the Service, the Client must:

- Communicate the IP Address of the VBR Server to OVHcloud to allow it to connect to the VSPC and the Vault Bundle;
- Configure the connection between the Backup Service and their VBR Server;

4.2 Ordering

The Client orders the Backup Licences Service directly online on the Website from the Control Panel or via the OVHcloud API.
When ordering, the Client selects:

- their desired Licence Type, and
- the Vault Bundle region.

4.3. Delivery

The Service is considered delivered on the date on which OVHcloud has provided the Client with access to the VSPC.

5. SPECIFIC CONDITIONS OF USE

In addition to the general obligations set out in the Backup Specific Conditions of Service, the Client is responsible for:

- the installation, configuration, and maintenance of their VBR Server;
- configuring the backup policies on their VBR Server;
- managing the Workloads to be protected (adding, deleting, editing);
- complying with the usage rules of Veeam applicable to their Licence Type;
- the maintenance of the network connection between their VBR Server and the VSPC and between the VBR Server and the Vault Bundle for backup storage.

OVHcloud reserves the right to limit the number of Workloads per Licence Unit in the event of excessive consumption and/or to take into account its own contractual obligations towards the Third-Party Product provider. If applicable, the Client will be informed either via the Website at the time of the Order or by email (or notification via the Control Panel).

6. DURATION AND TERMINATION OF THE SERVICE

Duration. The initial duration begins on the day of the effective provision of the Backup Licences Service for a duration of one month (”**Initial Duration**”). At the end of the Initial Duration, the subscription duration will automatically renew for renewal periods of one month (”Renewal Period”), unless otherwise specified by the Contract.

When the Initial Duration does not begin on the first day of the calendar month (and instead begins partway through the month), the renewal cycle of the Backup Licences Service is realigned to a calendar cycle during the first renewal so that the following Renewal Periods begin on the 1st of the calendar month. (For example: if the Initial Duration spans from the period from 24 May to 23 June, the first Renewal Period will take place from 24 June to 30 June)

End of automatic renewal. The Client can terminate the automatic renewal of the Backup Licences Service from the Control Panel or via the OVHcloud API with a minimum notice period of 24 hours. In the event of an applicable immutability period, the Backup Licences Service will end at the end of this period.

Consequences of the end of the Backup Licences Service. At the end of the Backup Licences Service:

- OVHcloud will deactivate the Veeam Licence of the VBR Server and the features associated with the Licence Type;
- The Client will no longer be permitted to use the Veeam Licence;
- The content of the Vault Bundle will be deleted within a maximum period of fifteen (15) calendar days from the end date of the Backup Licence Service.
- If the Client also wishes to delete the additional Vault(s) linked to the Backup Licence Service, they must terminate them individually in their Control Panel. Otherwise, the additional Vaults will remain active and will continue to be billed.

7. PRICES AND BILLING

7.1 Pricing

The applicable rates are the ones published on the Website on the day of the Order or its renewal and depend on the Licence Type subscribed by the Client, the duration of use of the Backup Licences Service, any use of additional Vault(s), and use beyond the 500 GB included in the Vault Bundle provided upon the Client’s subscription to the Service.

Tracking billable consumption. The Client can track their consumption of the Backup Licences Service via the OVHcloud Control Panel, including number of Licence Units consumed, status of the Vault Bundle (space consumed, remaining capacity) and bill estimates.

7.2 Billing

Monthly billing. The Backup Licences Service is billed on a Pay-as-you-go basis. Billing is monthly, in arrears. The Client is billed at the beginning of the following calendar month after the Initial Duration or after the Renewal Period if applicable, based on the consumption of the Backup Licences Service as recorded by OVHcloud's information system.

Addition or removal of resources during the month. In the event that a resource is created or removed during the month, namely a Licence Unit or an additional Vault (the "Resource"), the Client will pay the full monthly price of the Resource.

Change of Licence Type during the month: in the event of an upgrade to a higher Licence Type or a downgrade to a lower Licence Type, the new pricing applies from the first day of the month following the effective request date.