SPECIFIC CONDITIONS FOR LOGS DATA PLATFORM

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Changes: This updated version aims to:

- Clarify the terms and improve the readability of the document, and
- Add SLAs when the Client has subscribed to the offer with dedicated storage space as part of the Service.

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

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1. WHAT IS IT ALL ABOUT?

The purpose of these SC is to set out the terms of use and financial conditions applicable to the service Logs Data Platform (the "**Service**"). They supplement the GC that are also applicable to the Service. In the event of contradiction, these SC will prevail over the GC.

2. DEFINITIONS

Terms beginning with a capital letter in these SC are defined below and in the other contractual documents that constitute the Contract concluded between the Client and OVHcloud:

"**Items**" means data streams, dashboards, collection tools, indices, aliases and any other resource created by the Client on the platform of the Service.

"**Logs**" means data from the Client's IT system event logs, including those from OVHcloud services to which they have subscribed.

For clarification purposes, the Logs and Items are considered to be Content.

3. WHAT IS THE SERVICE LOGS DATA PLATFORM?

3.1 As part of the Service, OVHcloud provides the Client with a platform to collect, aggregate, store, process and analyse its Content, including Logs, as well as management interfaces, APIs, storage space and tools such as dashboards and collection tools.

3.2 The management interfaces allow the Client to configure and use the Service, create Items, track its consumption and retrieve its consumption history.

3.3 The APIs allow the Client to import Content onto the platform from systems or external environments and to request Content stored on the platform from external applications.

3.4 The Service includes a storage space, which may be shared or dedicated depending on the Client's subscription, based on which the Content is imported and stored. The Content is isolated from the other OVHcloud clients in a logical or physical way, depending on the Client's subscription.

4. WHAT ARE THE TERMS OF USE FOR THE SERVICE?

4.1 General Information. The Client is solely responsible for its use of the Service, including the use of the APIs and tools provided by OVHcloud, and the management of its Content, including its Logs and Items. The capacity of the Service may be limited (*e.g.* in data volume). The features and capacities of the Service are specified on the Website. The Client agrees to review and acknowledge those features and capacities before using the Service.

4.2. API, tools and software. These must be used in accordance with the Contract, including, where applicable, the Third-Party Products Conditions.

4.3 Elements provided by the Client. The Service can be used and interconnected with elements not provided by OVHcloud (software, systems, connected devices, etc.). The Client is responsible for acquiring all the rights needed to use these elements and must pay the corresponding charges directly to the third-party beneficiaries, where applicable.

5. PROCESSING OF PERSONAL DATA

This article describes the processing of personal data carried out by OVHcloud as data processor on the Client's instruction, as part of the provision of the Service, and supplements the Appendix "Data Processing Agreement", which remains fully applicable.

5.1 Data. In order to provide the Service, OVHcloud processes the Content as data processor.

5.2 Processing and purposes. The processing of the Content conducted by OVHcloud includes storing, recording, retaining, organising, accessing and deleting such Content. This processing is carried out only when necessary for the purposes of providing the Service (maintenance, administration and support).

5.3 Location. When several storage space locations are available, the Client selects the location(s) of their choice.

5. 4 Data storage.

5.4.1 Management and retention of Content. The Client shall ensure that the current storage periods and storage conditions meet its needs, given the nature of its business and associated risks. When the storage period ends, the Content (including Logs and Items) is deleted.

5.4.2 Content Backup. As part of the Service, OVHcloud does not perform any backups whatsoever. The Client must therefore take all necessary measures to back up its Content, particularly in the event of event of loss, alteration or deterioration, whatever the reason for this. OVHcloud does not make any guarantees concerning the consequences of the Client's use of the Service, particularly with regard to securing and preserving the said Content.

5.4.3 Subcontracting. OVHcloud may use its Affiliates as subcontractors under the conditions set out in the GC and in the Appendix "*Data Processing Agreement*". In such cases, OVHcloud shall implement the technical and organisational measures necessary to ensure an equivalent level of protection with regard to its obligations under these SC.

5.4.4 End of Service and reversibility. At the end of the Service, regardless of the reason (expiry, termination, deletion, non-renewal, etc.), the Content is automatically and irreversibly deleted. The Client must therefore retrieve its Content before the end of the Service, and OVHcloud may assist with this, in accordance with the provisions set out in the GC.

6. CLIENT OBLIGATIONS AND LIABILITY

6.1 The Client is solely responsible for the Content that it imports and stores on the platform of the Service, including their nature, operation and updating.

6.2 The Client must take all technical measures to enable the retention and storage of connection Logs or any data that enables the identification of anyone who contributed to the creation of the Content or one of the items of Content of the services for which the Client is a provider, in accordance with applicable law.

7. DURATION

There is no minimum duration for subscribing to the Service, except if the Client has subscribed to an offer with a dedicated storage space as part of the Service.

8. FINANCIAL CONDITIONS

8.1 General information. Payments are made immediately by direct debit. The invoicing information is established by OVHcloud based on the data available in its information system, which is authentic and is fully binding on the Client.

8.2 *Pay As You Go*. The Client is invoiced according to the volume stored per storage period (i.e. invoiced to the maximum monthly volume stored on the platform of the Service during the month in question, being specified that any invoicing unit is due in full, even if it is not used in full (rounded to the nearest unit). The Service is invoiced monthly in arrears based on the consumption recorded. The Client may choose the retention period per stream. The storage periods on the data streams are sliding and renewed every 24 hours (i.e. retention period + 1 day). The invoicing units vary from option to option. The invoicing units applicable to each option and the corresponding prices are detailed on the OVHcloud website. The monthly unit price is indivisible.

8.3 Fixed-rate payment. As part of the Service, the Client may subscribe to an offer with a dedicated storage space provided by OVHcloud. A fixed monthly rate as well as setup fees will be charged for this service as described thereafter. The package is subscribed to for the duration set out in the Order on the Website ("Initial Period"). If the subscription package is bought during the calendar month, the Client shall receive a *pro rata* invoice for the month concerned. At the end of the Initial Period, the package is renewed automatically for successive periods of the same duration, unless one of the Parties decides to terminate the offer in accordance with the Contract. When placing the Order, as well as each time the Order is renewed, an invoice is issued and paid automatically using the payment method registered by the Client. The setup fees are payable on placement of the Order, at the rates indicated on the OVHcloud website at the time of placing the Order.

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

This article only applies when the Client has subscribed to an offer with a dedicated storage space provided by OVHcloud as part of the Service.

OVHcloud undertakes to ensure the SLAs related to the availability of the Service as described below:

SLA **Monthly Availability Rate**	**Credits**
99.9% - 99%	10% of the monthly price of the affected Service
99% - 95%	25% of the monthly price of the affected Service
<95%	100% of the monthly price of the affected Service

“**Monthly availability rate**”: the total number of minutes in a given month minus the number of minutes of unavailability in this given month. The total is divided by the total number of minutes in the month concerned.

“**Unavailability**” refers to the loss of access to APIs, search and visualisation tools exceeding three (3) consecutive minutes. This loss of access is observed by OVHcloud, by implementing the monitoring of requests for example. OVHcloud calculates the unavailability from the time the Incident ticket is opened. If OVHcloud is unable to carry out the aforementioned monitoring operations due to certain configurations operated by the Client on its Service, the SLAs above will not apply.

In the event of non-compliance with the SLAs, OVHcloud shall apply the Credits above, subject to the opening of an Incident ticket and the cases of exclusion and disclaimers set out in the Contract.