



SPECIAL CONDITIONS FOR WINDOWS PRIVATE CLOUD

ARTICLE 1: PURPOSE

This annex is in addition to the special conditions of the Private Cloud and is intended to define the technical and financial conditions in which OVH commits to grant the Customer access to Microsoft Windows® licenses on the Private Cloud's Virtual Machines.

ARTICLE 2: SERVICE DESCRIPTION

OVH provides its Customers with pre-configured Virtual Machine templates with Microsoft Windows® operating system licenses within the Customer's Virtualisation Interface.

The Customer acknowledges that this software is a third-party software and has not been developed by OVH.

OVH can only be held responsible for the availability of such templates within the Customer's VM.

ARTICLE 3: CONDITIONS FOR SUBSCRIBING TO THE SERVICE

The Customer has access to virtual machine templates and through their management interface, can opt for the Microsoft Windows® operating system licenses during the initial order, or at any later time.

Prior to the installation of virtual machine templates on their Private Cloud, the Customer must read and accept the relevant software's license.

The Customer installs and manages their virtual machines with the Microsoft Windows® license on their host servers through their Virtualisation Interface.

When certain virtualisation options are enabled, the Virtual Machines with the Microsoft Windows® licenses may migrate to a new host server.

The Customer can configure their Virtualisation Interface in order to prevent this migration. Even though the number of virtual machines is unlimited, OVH reminds the Customer that they are responsible for the smooth running of their Virtual Machines and must ensure their host server's resource availability.

ARTICLE 4: BILLING



Rates for the use of Microsoft Windows® licenses are available at <http://www.ovh.com.au>. They are displayed excluding taxes and are based on the models of host servers selected by the Customer.

The customer is billed on the last day of every month for each host server on which at least one virtual machine with a Microsoft Windows® license was started during this period.

The cost applicable for each host server is fixed and does not vary depending on the number of Virtual Machines enabled on the Customer's host server.

The Customer acknowledges that any migration of Virtual Machines with Microsoft Windows® licenses to a new host server will incur billing for the second host server in accordance with the provisions setdown above.