

## SPECIFIC TERMS OF SERVICE HOSTED PRIVATE CLOUD VMware on OVHcloud

Version dated 15/06/2023

### 1. DEFINITIONS

Terms beginning with a capital letter in these Specific Terms of Service are defined below, in the Contract to which these Specific Terms of Service relate, and in the glossary available on the OVHcloud Website. The definitions below supplement the definitions in the Contract.

**“Storage Space”**: Dedicated storage resource (usually a NAS-type resource presented as a datastore) provided and managed in a Client's Hosted Private Cloud VMware on OVHcloud. This resource uses disk space in the Hosted Private Cloud VMware on OVHcloud to provide additional capacity that can be managed using the VMware® User Interface.

**“Range”**: Defined as the generation of a Virtual Datacentre added to the Client's infrastructure. Each Virtual Datacentre has an associated range.

**“Hosted Private Cloud VMware on OVHcloud”**: All of the Virtual Datacentre(s) hosted on the OVHcloud Infrastructure. The Hosted Private Cloud VMware on OVHcloud is managed by the Client through their Management Interface and Virtualisation Interface. The Host Servers and Storage Spaces provided to the Client as part of the Hosted Private Cloud VMware on OVHcloud Service are reserved for the Client.

**“Infrastructure”**: Structure established by OVHcloud to host the Client's Hosted Private Cloud VMware on OVHcloud, including notably the network, bandwidth, physical resources and Virtualisation.

**“Management Interface”**: The “Management” space that can be accessed by the Client when they log in with their username and corresponding password.

**“Virtualisation Interface”**: Third-party software provided by OVHcloud that allows the Client to manage their Hosted Private Cloud VMware on OVHcloud and associated services, particularly to create and manage their Virtual Machines.

**“Virtual Machine”**: A non-physical server that uses Virtual Datacentre resources and is installed on the Hosted Private Cloud VMware on OVHcloud network. Each Virtual Machine is managed independently from the others in the Client's Virtual Datacentre.

**“OVHcloud Connect”**: A connection to the OVHcloud internal dedicated network (“Backbone”) provided to a Client at one or more OVHcloud Points of Presence. OVHcloud Connect allows the Client to connect their own Client Network (i.e. their own infrastructure and IT resources and/or the third-party infrastructure and resources they use) to their OVHcloud Connect.

**“Pack”**: Contains the minimum physical resources required to launch a Hosted Private Cloud VMware on OVHcloud “Virtual Datacentre”. A “Hosted Private Cloud VMware on OVHcloud” Pack consists of a minimum of:

- The VMware vSphere® interface, known as VMware vSphere® Web Client, is the management interface provided by VMware to administer the resources provided to the Client. This interface will provide logical access to the platform usually composed of: 1 VMware vCenter®, 1 Virtual Datacentre and 1 Cluster, plus at least 2 datastores, and, for an architecture which includes VMware NSX®, software-defined networking resources.
- Two datastore resources. If the Virtual Datacentre includes different pairs of datastore resources, the lowest pair in terms of capacity will be taken into account in the “Pack” for the Virtual Datacentre. For example, if the Virtual Datacentre contains two datastore resources of 2 TB and two datastore resources of 3 TB, the “Pack” considered will be made up of the two 2 TB datastore resources.
- Two identical Host Servers (contributing CPU and RAM for Virtualisation) dedicated to computing. The Client must ensure that they have two identical Host Servers at all times (i.e. they have the same

technical specifications). If the Virtual Datacentre includes different pairs of Host Servers, the lowest pair in terms of CPU and RAM will be taken into account in the “Pack” for the Virtual Datacentre. For example, if the datacentre contains two “48 RAM” Host Servers and two “96 RAM” Host Servers, the Pack considered will be made up of the two “48 RAM” Host Servers.

In the context of a vSAN architecture (OVHcloud Managed vSphere, Hyperconverged Storage or OVHcloud Managed vSphere, Software-Defined Datacenter), the paragraph above is replaced by the following:

Three identical Host Servers (contributing CPU and RAM, locally provisioned storage for Virtualisation) dedicated to computing. The Client must ensure that they have three identical Host Servers at all times (i.e. they have the same technical specifications). If the Virtual Datacentre includes a different number of Host Servers, the lowest three hosts in terms of CPU, RAM and VMware vSAN<sup>®</sup> storage will be taken into account in the “Pack” for the Virtual Datacentre. For example, if the datacentre contains three Host Servers PRE vSAN 192 and three Host Servers PRE vSAN 384, the Pack considered will be made of the three Host Servers PRE vSAN 192.

**“Point of Presence”**: Physical locations of CDN Servers connected to the internet on the OVHcloud network, as presented in its commercial offer (CDN infrastructure, Geocache Accelerator, CDN WebStorage).

**“Client Network”**: Resources external to the OVHcloud Infrastructure used by the Client in order to communicate with the Resources provided by OVHcloud. These may be the Client's own resources or resources provided and/or hosted by third parties on the Client's behalf.

**“Host Server”**: Dedicated server deployed in a Client's Hosted Private Cloud VMware on OVHcloud. This server provides additional capacity through its processor (CPU) and memory (RAM) in the Hosted Private Cloud VMware on OVHcloud, which can be managed using the VMware<sup>®</sup> User Interface.

**“Service”**: Base unit to calculate the Service Level Agreement and service credits that can be claimed by the Client. The unit is established at the Virtual Datacentre level under the same vCenter.

**“Virtualisation”**: A technology that involves running multiple operating systems, Virtual Servers, or applications on the same physical server.

**“vRack”**: One or more Virtual Local Area Networks (“VLANs”) set up on OVHcloud's internal private network (“Backbone”), made up of resources (Servers, Storage Spaces, etc.) provided to a Client by OVHcloud. Resources physically located in different, geographically remote OVHcloud datacentres can be connected to vRack. Some OVHcloud resources are not suitable for vRack. Information on the suitability of OVHcloud resources for vRack is available online on the OVHcloud Website.

## 2. PURPOSE

These Specific Terms of Service set out the specific conditions, including the terms of use and financial conditions, applicable to the OVHcloud Hosted Private Cloud VMware on OVHcloud services (hereinafter referred to as the **“Service(s)”**). They supplement the General Terms of Service currently in force. If there is a contradiction between the two, these Specific Terms of Service prevail over the General Terms of Service.

## 3. DESCRIPTION OF THE SERVICES

### 3.1. General Information

As part of the Service, OVH (or hereinafter “OVHcloud”) provides the Client with a “Hosted Private Cloud VMware on OVHcloud” consisting of one or more Virtual Datacenters within a secure private network.

The physical resources provided as part of this Service are dedicated and exclusive to one Client.

The Hosted Private Cloud VMware on OVHcloud Service is intended for professional users and allows the Client to use their own secure private network.

The Service may have limitations (for example, the number of Virtual Machines that can be used in a Hosted Private Cloud VMware on OVHcloud, traffic, bandwidth, etc.). These limitations are set out in the documentation/specifications available on the OVHcloud Website. The Client agrees to comply with these limitations.

As part of the Service, the Client is the resource manager for IP addresses. The Client is responsible for managing them appropriately to ensure the proper functioning of their Service. They are responsible for having sufficient IP address resources to assign, or, if applicable, allowing the Hypervisor to assign, an IP address for each of their Virtual Machines. The Client is therefore solely responsible for using the resources in IP addresses allocated or leased as part of the Service.

Each Hosted Private Cloud VMware on OVHcloud has its own secure private network.

The outgoing bandwidth of the Hosted Private Cloud VMware on OVHcloud is limited to a maximum data throughput. The guaranteed public bandwidth depends on the service Range.

| Commercial Range   | Guaranteed public bandwidth |
|--|-----------------------------|
| OVHcloud Managed vSphere   | n.a.                        |
| OVHcloud Managed vSphere, Hyperconverged Storage (vSAN)              | 10 Gbps                     |
| OVHcloud Managed vSphere, Network Security (NSX)                     | 10 Gbps                     |
| OVHcloud Managed vSphere, Software-Defined Datacenter (vSAN and NSX) | 10 Gbps                     |

OVHcloud reminds the Client that they can view the bandwidth usage history of their Hosted Private Cloud VMware on OVHcloud, as well as the average speed, via their Virtualisation Interface.

OVHcloud provides the Client with different Virtual Datacentre Ranges, the descriptions of which are available online on the OVHcloud Website.

The Host Server product line and the selection of the Virtual Datacentre Range determine the features accessible in the Virtual Datacentre, as well as its performance.

### 3.2. Features

#### 3.2.1. Virtualisation Interface

The Service is based on features associated with Third-Party Products from the VMware® software suite, an OVHcloud partner, integrated to enable the virtualisation of servers (“VMware vSphere® Hypervisor”), networks (“VMware NSX®”), storage (“VMware vSAN®”) and monitoring (“VMware vRealize® Operations™”) in accordance with the VMware® specific conditions currently in force. All Third-Party Products in the VMware® software suite (Virtualisation Interfaces) are hosted on resources managed directly by OVHcloud and are external to the Client’s Hosted Private Cloud VMware on OVHcloud.

Each Virtualisation Interface has its own features. The Client shall ensure that they make an informed choice on their Virtualisation Interface with full knowledge of the facts, and acknowledges that vSphere® Hypervisor selections cannot be subsequently modified. The Client also acknowledges that full compatibility of features and interoperability between Virtualisation Interfaces cannot be guaranteed.

#### 3.2.2. VM Encryption

VM Encryption uses an internal feature of vSphere 6.5 or any later version that allows on-the-fly data encryption of Virtual Machines using an encryption key provided by a component external to the Hosted Private Cloud VMware on OVHcloud (key server type) or using the “Native Key Provider” features of vSphere 7.0, in order to encrypt data stored in the Hosted Private Cloud VMware on OVHcloud datastore.

The Client is responsible for managing their own encryption key(s) (including, without limitation, their backups). OVHcloud is in no way responsible in this regard.

#### 3.2.3. Identity source

This feature allows users to connect their own *Lightweight Directory Access Protocol* (LDAP) server to their VMware Hosted Private Cloud on OVHcloud in order to manage authentication and identification on their

existing accounts. The Client is solely responsible for ensuring that its LDAP server has adequate connectivity.

#### 3.2.4. 2FA (Two-factor authentication)

2FA provides a two-factor authentication method when connecting to management interfaces. In addition to a username and password, the Client requires a temporary access token to log in. The Client is responsible for generating these access tokens.

#### 3.2.5. vRack

The vRack allows the Client to connect all or part of the resources (Host Servers and Storage Spaces) provided by OVHcloud, including resources located in multiple environments and/or geographically remote OVHcloud Datacentres. This method is used to allow virtual functions to run on dedicated vLANs, so that they can be propagated to other Virtual Machines on other Hosted Private Cloud VMware on OVHcloud located in other OVHcloud Datacentres, or with other OVHcloud services.

The Client's vRack is isolated from other OVHcloud Backbone components in a logical manner.

The Client is solely responsible for administering the vRack and the resources deployed on the vRack. The Client shall decide on the composition of the vRack (connected Resources) and its logical configuration (logical network and subnetworks architecture). The Client administers their vRack directly via their Management Interface. The Client may securely connect their own infrastructure and external resources to vRack through the OVHcloud Connect Service, for example.

### 3.3. Additional services

As part of the Hosted Private Cloud VMware on OVHcloud Service, the Client may subscribe to the following additional Services, which are subject to their own Specific Terms of Service:

- Veeam Managed Backup;
- Disaster recovery plan;
- OVHcloud Connect.

## 4. TERMS AND CONDITIONS OF USE

### 4.1. Eligibility

Subscriptions to the Hosted Private Cloud VMware on OVHcloud Service are reserved for professionals who are not covered by the applicable consumer protection legislation. Notwithstanding the provisions of the General Terms of Service, the cancellation terms do not apply to the Service.

### 4.2. Subscription

In addition to the chosen Pack, the Client may also add additional resources and Services to the Pack, which may consist of an additional Host Server, Storage Space or the options detailed in the annex or on the OVHcloud Website.

For each Virtual Datacentre, the Client may subscribe to additional resources (increased Host Server or Storage Spaces) to meet occasional or long-term needs. The Client may choose to be billed for the current full month or only for the hours in which these resources are used.

### 4.3. Applicable conditions

Hosted Private Cloud VMware on OVHcloud Services are subject to the Terms of Service in force, and in particular these Specific Terms of Service, OVHcloud's General Terms of Service, and the applicable Third Party Product Terms of Use currently in force. Hosted Private Cloud VMware on OVHcloud Services must be used in accordance with the latest version of the aforementioned Terms of Service.

### 4.4. Client responsibility

The Client is solely responsible for their use of the Services, particularly in terms of managing the keys that enable them to manage logins/authorisations and access to the Service, the use of APIs, software and tools

provided by OVHcloud, managing their subscriptions, and managing the data used in the Services. The Client must possess the necessary technical knowledge and skills and familiarise themselves with the Service features before using them.

OVHcloud is limited to Infrastructure maintenance operations and is responsible for providing power and for connecting the Client's Hosted Private Cloud VMware on OVHcloud to the network.

The Client confirms that it has all of the technical knowledge required to properly administer a Virtualisation Service such as OVHcloud's Hosted Private Cloud VMware on OVHcloud.

The Client is the sole administrator of the Virtual Datacentres, Host Servers and Storage Spaces provided to them.

The Client agrees to use the Service responsibly, particularly the allocated network resources, and is responsible for ensuring that they have sufficient resources to ensure that their Virtual Machines function correctly.

#### **4.5. Maintenance**

To ensure that the Services are working properly, OVHcloud carries out maintenance operations. OVHcloud shall inform the Client of any planned maintenance operations either via email to the address indicated by the Client on their admin/tech NIC, via publication on the OVHcloud Status page of the OVHcloud Website, by contacting them directly by phone, or by any other means. These communications will clearly describe the type of maintenance planned.

Types of Maintenance : There are three (3) types of maintenance operations that can be performed by OVHcloud.

- a) Emergency changes for critical events. This type of maintenance is defined by updates, patches and/or modifications to the infrastructure, hardware, firmware, software or any other component. The consequences of not applying this maintenance could include:
  - i. loss of compliance with security certifications;
  - ii. endangering the security and stability of the system;
  - iii. exposure to critical vulnerabilities;
  - iv. loss of service to a wider customer base;
  - v. data loss (belonging to OVHcloud or the Client).

Once OVHcloud becomes aware of the problem with a clear understanding of the impact and has an analysis/validation from its security teams, the relevant information is shared with the Client, indicating that OVHcloud is working on a solution. Within hours of this first communication, the Client is informed of the process that will be followed, when and how it will be applied to the environment, the actions to be taken, and the level of impact for the Client, ranging from a minor impact on a given component to a major impact resulting in the interruption of one or all components.

Given the impossibility of predicting how many critical vulnerabilities will be revealed at any given time during a calendar month, there is no limit to the number of emergency change tasks to be performed. Due to the criticality of the tasks to be performed, these can be undertaken at any time during the calendar month. In cases where OVHcloud relies on the provider to provide a patch or fix, OVHcloud will then have to extend this repair period to include the time required by the manufacturer.

- b) Standard. These maintenance tasks are not critical or urgent in nature. They are of medium criticality and can only be applied to the Client or the entire company, but do not pose a security problem or a risk regarding loss of compliance. They will be communicated to the Client at least seventy-two (72) hours in advance. These tasks may or may not trigger downtime, but it is recommended that the Client make arrangements in advance to avoid any possible downtime. The change advisory committee (an internal body within OVHcloud) must approve these changes.

- c) Normal. These tasks have little or no material impact that will result in a loss of service to the customer. They can have a criticality level ranging from low to high. The Client will be notified at least seventy-two (72) hours in advance. These tasks shall be subject to the appropriate change advisory committee process for approval. There is no limit to the number of tasks that can be performed.

As part of its lifecycle management, OVHcloud updates the Infrastructure with planned maintenance. During this process, it is possible that the Host Servers will be forcefully updated, if this is required for proper maintenance. If the Private Cloud environment is sized (with enough computing and storage resources) to allow the Host Server to be safely rebooted automatically, OVHcloud shall reboot the Host Servers so that they are up to date without any downtime. If the environment is not sized to allow a safe automated reboot, it is the Client's responsibility to reboot the Host Servers within a maximum of one (1) month after the new version is installed. If the reboot is not carried out within this time, OVHcloud shall carry out the automatic reboot at the end of the 30 days. This reboot will not be able to place the Host Servers into maintenance mode and the reboot will create downtime.

As maintenance is an indispensable element in the Service's maintainability and stability, it is important that the Client does not add any configurations to their Infrastructure that could hinder the maintenance processes. If this happens, OVHcloud (a) will not be responsible for the consequences of these configurations or for their alterations in accordance with the provisions of this paragraph, (b) will not be required to pay service credits in the event of Service unavailability for the period during which OVHcloud was unable to perform maintenance operations, and (c) will inform the Client by email or telephone that a configuration is blocking the maintenance actions, and will request that the configuration be removed within seven (7) days. If after seven (7) days the configurations are not removed, OVHcloud is authorised to remove the configurations and carry out the maintenance, while informing the Client that the configurations have been altered.

During maintenance, certain actions can result in hot modifications to the Infrastructure, such as moving Virtual Machines on Host Servers. OVHcloud shall inform the Client of the actions taken on the Infrastructure via email or on the OVHcloud Status page. If the actions cause instability on the Client's production, and it is determined that the Client's production is not compatible with the hot actions, OVHcloud cannot be held responsible for service impacts on the Client's production.

OVHcloud provides updates for the various software components that enable the provision of the Hosted Private Cloud VMware on OVHcloud service, including VMware vCenter, VMware NSX, VMware vOps, Veeam Backup Server, and Zerto. The updates made are those published by the various software publishers, in accordance with the Third Party Product Terms of Use currently in force. Updates to VMware components can result in automatic updates to the ESXi hypervisor.

However, in the event of a significant change in software component (for example, the change from VMware NSX-V to VMware NSX-T), and/or where the implementation of which would have a definite impact on the Client's production, the responsibility for the production implementation would be the Client's responsibility and the update could result in a Service price change.

For ESXi installations on dedicated Client resources (Host Server), OVHcloud shall notify the Client as indicated above. The Client is fully responsible for and shall directly administer minor updates (patches) to ESXi. As such, OVHcloud encourages the Client to regularly check for available updates with the VMware publisher. For this purpose, the Client may use VMware's VUM (*Virtual Update Manager*). OVHcloud declines all responsibility for any Service failures resulting from updates to the Hypervisor installed by the Client. Likewise, the Client assumes full responsibility for not applying updates or upgrades to the Hypervisor.

If the Client refuses an update provided by OVHcloud, they will not receive Virtualisation Interface improvements nor new features. OVHcloud reserves the right not to maintain or make improvements to older versions of the Hypervisor. The Client may be required to upgrade to a later version of the Virtualisation Interface to ensure an effective Service operation. Older versions of the Hypervisor are understood to mean two major versions behind the most current version provided by OVHcloud.

Furthermore, when the Client's failure to apply an update poses a security risk (to the Client, OVHcloud and/or third parties), OVHcloud reserves the right to restrict or suspend the Service of the Client. OVHcloud shall inform the Client immediately if applicable.

The Client is solely responsible for the maintenance and updates of systems and applications that they install on Virtual Machines, which are outside the scope of OVHcloud.

The Client acknowledges that Hosted Private Cloud VMware on OVHcloud Services are developed at the sole discretion of OVHcloud, its partners and third-party publishers who provide the solutions used as part of the Service according to their own schedules. The Client may be required to move to a later version of Hosted Private Cloud VMware on OVHcloud Services to ensure that the Service runs effectively.

#### **4.6. Limits and restrictions**

The Client acknowledges that, for security reasons, certain features and protocols (such as IRC or peer-to-peer file sharing) may be subject to restrictions as part of the Service. The use of proxies and anonymization services is strongly discouraged. Applicable restrictions are set out in the documentation available on the OVHcloud Website.

The Client is responsible for using the Service in accordance with the user licences of each integrated solution. OVHcloud reserves the right to perform checks to ensure that the Client is complying with these conditions of use, and to suspend the Service under the conditions set out in the Contract when the Client does not comply with the terms and conditions of use of the Services, applicable laws and regulations, and/or third-party rights.

Some features may require a minimum number of Host Servers in order to be enabled.

#### **4.7. Business continuity**

The Client is reminded that, unless stipulated otherwise, the Hosted Private Cloud VMware on OVHcloud Service does not include a Business Continuity Plan (“BCP”) or Disaster Recovery Plan (“DRP”). As such, the Client is responsible for implementing their own BCP and/or DRP; they can order Hosted Private Cloud VMware on OVHcloud Services in different datacentres, allowing them to have resources in different risk environments. The Client must then take the necessary technical and organisational measures to ensure the continuity of their business activity in the event of a major malfunction that could affect the availability, integrity or confidentiality of their Service.

The Client may use the DRP option, the Specific Terms of Service for which are attached to this document.

#### **4.8. Backups**

OVHcloud makes no commitment to back up the Client’s data hosted on the Hosted Private Cloud VMware on OVHcloud. It is therefore the Client’s responsibility to take all necessary measures to back up their data in the event of loss or damage to shared data, for any reason, including data not expressly mentioned in these conditions. The Client may use the Backup option, the Specific Terms of Service of which are attached to this document.

### **5. SERVICE LEVEL AGREEMENT**

In order to benefit from the Service Level Agreement defined below, the Client must fulfil the following conditions within a Virtual Datacentre in a Hosted Private Cloud VMware on OVHcloud Service:

- a) have a minimum of two identical Host Servers with the same technical specifications (i.e. the CPU and RAM must be identical); for the OVHcloud Managed vSphere, Hyperconverged Storage and OVHcloud Managed vSphere, Software-defined Datacenter product Ranges, the minimum is three identical Host Servers;
- b) have the High Availability (“HA”) option (and its components) enabled on their Virtualisation Interface;
- c) have sufficient capacity on the cluster to start a Virtual Machine; and
- d) for a Virtual Datacentre including vSAN, 20% of the cluster’s storage capacity must be available.

Maintenance operations (as described in article 3.5.1) that cause impacts are excluded from the Service Level Agreement (“SLA”).

The SLA applies to a service level based on the Virtual Datacenter and the Range added. If a shared component is used for one or more Ranges, it must be treated as a separate incident, which will allow the Client to claim multiple service credits if and when a shared component (i.e. SSL Gateway, vCenter or any other shared component) is affected and experiences unavailability.

When the Client decides to add a Virtual Datacentre from a certain Range, the chosen Range determines the Specific Terms of Service and the SLA level applicable to that Virtual Datacentre.

**“Maximum Available Minutes”** is the total number of minutes accumulated in a billing month for a given Virtual Datacentre, during which the Hosted Private Cloud VMware on OVHcloud management tools were deployed as part of an OVHcloud subscription.

**“Downtime”** is the total number of minutes accumulated in a billing month for a Hosted Private Cloud VMware on OVHcloud during which the Service was not available. With the exception of any unavailability caused by the Client or due to a use of the Service that does not comply with the terms of the Contract, a given minute is considered unavailable if:

- a) All Virtual Machines in an operated cluster have no connectivity for four (4) consecutive minutes;
- b) None of the Virtual Machines can access the storage for four (4) consecutive minutes;
- c) None of the Virtual Machines can be started for four (4) consecutive minutes;
- d) the vCenter server has no connectivity for four (4) consecutive minutes; or
- e) the NSX Manager has no connectivity for four (4) consecutive minutes.

If several conditions are met at the same time, the event with the longest duration will be taken into account to determine the number of unavailable minutes. For example, at time T, the vCenter and NSX Manager become unavailable. At T+6 minutes, the NSX Manager becomes accessible again, and at T+12 minutes, the vCenter becomes accessible again. Therefore, the downtime is 12 minutes.

The SLA monthly availability rate is set at 99.95% for the entire Service, and the associated service credits are:

| Monthly availability rate | Service credit                                   |
|---------------------------|--|
| Less than 99.95%          | 10% of the monthly price of the affected Service |
| Less than 99%             | 30% of the monthly price of the affected Service |

The commitment on the delivery of a replacement Host Server is 43 minutes.

Service credits must be claimed by opening a ticket. The Client must claim these service credits no later than 30 days after the incident occurs.

**“Monthly availability rate”** shall be understood to mean: the total number of minutes in the month in question minus the number of minutes of unavailability over the month in question, where the total is divided by the total number of minutes in the month in question. To calculate the service credits, periods of unavailability are calculated when the incident is reported to OVHcloud by opening a ticket via the interface or via a call to support, until the outage is resolved and confirmation of the resolution is communicated by OVHcloud. Service credits shall be calculated using the following formula:  $[(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}] * 100$ .

The service credits set out in the event of non-compliance with the SLAs represent a flat-rate compensation for any damage resulting from this non-compliance. As a result, the Client renounces the right to submit any other request, demand and/or action.

If a single event results in multiple SLAs being violated for the same Service, the service credits are not added together. In this case, the service credit that is the most generous to the Client is applied.

The total cumulative monthly amount (all incidents and SLAs combined) of service credits that can be owed by OVHcloud is capped at 30% of the monthly cost of the impacted Service.

Credit notes are issued when the Client has paid all of their due bills in due time and are deducted from the invoice for the month following OVHcloud's receipt of the Client's claim, provided that all outstanding invoices issued by OVHcloud have been paid by the Client.

If the Client's intervention is necessary for the diagnosis to be established or for the incident to be resolved, and the Client is not available or does not collaborate with OVHcloud, the corresponding period is not counted as downtime, response time or repair time.

Service credits are not payable in the event that non-compliance with the SLA results from:

- (i) events or factors outside of the control of OVHcloud, such as but not limited to: cases of force majeure, pandemic, third parties, faults or incorrect usage of hardware or software under the Client's management;
- (ii) failure on the Client's part to fulfil the obligations listed as part of this Contract (including a lack of cooperation towards resolving the incident and validation of the Token when requested by OVHcloud);
- (iii) incorrect or inappropriate usage of the Service by the Client (including incorrect network configuration, Storage Space saturation, or inappropriate use of system components, software or other elements used by the Client as part of or within the Services);
- (iv) scheduled maintenance;
- (v) a suspension that falls under the conditions listed in article 3 of the OVHcloud General Terms of Service; or
- (vi) hacking.

In the scenarios listed above, and subject to point (iv), OVHcloud reserves the right to bill the Client for the intervention carried out to re-establish availability, if any. OVHcloud will provide a quote in this regard, which will be subject to the Client's validation.

The causes of unavailability, particularly the detection of the exclusion cases defined above, may be determined by any means. This is mainly done using elements from OVHcloud's information system (e.g. connection data), which are expressly agreed between the Parties as valid and admissible evidence.

## **6. DURATION, PAYMENT, RENEWAL AND TERMINATION OF SERVICE**

### **6.1. Duration**

The Client agrees to use the Service for the entire subscription duration chosen when placing the order.

During the commitment period, for the resource under commitment, the Client:

- is authorised to upgrade their Hosted Private Cloud VMware on OVHcloud to a higher Hosted Private Cloud VMware on OVHcloud version (i.e. more RAM and CPU resources per Host Server). In this case, the Client renews their subscription period for the same duration as the one initially chosen. The Client is responsible for managing the renewal dates of all their Hosted Private Cloud VMware on OVHcloud Services. The upgrade flexibility is limited to one change per commitment period.
- is not authorised to downgrade their Hosted Private Cloud VMware on OVHcloud.

The applicable prices and payment methods are available on the OVHcloud Website.

During ordering, the Client selects the initial duration of their Service subscription ("Initial Period"). The Initial Period begins on the day that the Service is activated. At the end of the Initial Period, the Service automatically renews in successive periods of the same duration ("Renewal Period(s)") unless the Service is renewed with a modified duration or terminated in accordance with the conditions set out above or in the General Terms of Service currently in force.

The commitment does not apply to the following services: (i) Backup Service, (ii) Disaster Recovery Plan Service.

Furthermore, the Contract may be terminated in accordance with the OVHcloud General Terms of Service.

The Client may upgrade the Service being billed. In this case, the switch to a higher configuration is billed to the Client at the time of the request according to the price applicable to the new configuration, which can be checked on the OVHcloud Website.

The delivery time is established by OVHcloud based on the data available in its information system, which is authoritative and fully binds the Client.

## **6.2. Payment**

During ordering, as well as when the Service is renewed, a bill is issued and paid automatically using the payment method registered by the Client. The Client agrees to have a valid payment method registered at all times from the methods available.

The Client agrees to always have sufficient funds in their bank account and in the payment method that they use, so that their bills can be paid within the specified deadlines.

If OVHcloud is unable to collect money via the associated payment method, an email will be sent to the Client requesting that they pay the amount of their outstanding bill as soon as possible. In the event that the amount is not paid, OVHcloud will automatically suspend the Service.

## **6.3. Renewal**

The Client may modify the duration of future Renewal Periods for their Services using their Management Interface, at least 24 hours before the end of the Initial Period or the current Renewal Period.

When the Initial Period does not begin on the first day of the calendar month (start-up during the month), the Service's renewal cycle 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: for a Service initially subscribed to for one (1) year on 24 May 2017, the automatic renewal at the end of its Initial Period results in the Service being extended from 24 May 2018 until 31 May 2019).

If the Client does not wish for a Service to be renewed at the end of its Initial Period or current Renewal Period ("Renewal Date"), they must deactivate the automatic payment function in their Management Interface.

To be effective and to cause the termination of the Service at the end of the Initial Period or current Renewal Period, the automatic payment function must be disabled under the following conditions:

- a) For Services with a monthly renewal cycle: before the 19th day of the calendar month at 11:00 PM (Paris time) at the latest;
- b) For Services with a non-monthly renewal cycle (quarterly, six-monthly, annually, etc.): before the 19th day of the calendar month preceding its Renewal Date, no later than 11:00 PM Paris time (e.g. to cancel a Service subscribed for one (1) year in June 2018, at the end of its Initial Period, automatic payment must be deactivated before 19 May 2019 at 11:00 PM Paris time).

If automatic payment is deactivated under the conditions set out above, the related Service is automatically terminated and deleted at the end of the Initial Period or current Renewal Period ("Expiry Date") including all of the content and data stored by the Client within the Service. It is the Client's responsibility to take all necessary measures to ensure that their content and data are preserved before the Service is terminated.

However, the Client retains the ability to renew the Service up to 24 hours before its Expiry Date, either by reactivating the automatic payment function, or by paying for the next Renewal Period in advance.

The duration of certain options or functions that may be associated with the Service, along with their renewal and termination conditions, may differ to those applicable to the Service. It is the Client's responsibility to be aware of this.

## **6.4. Service termination**

In the event of non-renewal or termination of the Hosted Private Cloud VMware on OVHcloud Service, for any reason, all virtual workloads, data and information contained will be automatically and irreversibly deleted (including backups and copies).

Before their Hosted Private Cloud VMware on OVHcloud Service expires, or before terminating or deleting a Hosted Private Cloud VMware on OVHcloud Service, the Client is required to perform the backups and data transfers necessary for continued storage.

OVHcloud deletes and destroys disks at the end of the Service in accordance with the established, documented procedures:

- The deletion of data on the hard disk or network, is carried out by overwriting the data (cleanup by overwriting in one go);
- Data on an SSD disk or array is deleted using the logical erasure procedure (block erase in one go) or by removing the encryption key (PSID revert);
- In all cases, when the storage device is removed from its rack, the data shall be erased before being removed from the rack. The device is destroyed if an error occurs during the deletion process;
- Storage devices are destroyed using dedicated machines in a secure space in each datacentre.

## **7. FINANCIAL CONDITIONS**

### **7.1. Billing**

OVHcloud may offer different pricing types for the same product, as detailed on the OVHcloud Website. It is the Client's responsibility to ensure that the price offer chosen meets their needs. The Client should note that the hourly offer may be more expensive than the monthly subscription offer. The Client will be billed according to the offer subscribed to and their usage.

OVHcloud may ask the Client to pay the amount of their Infrastructure, usage and/or subscribed options for the current month before the end of that month, once their total amount exceeds the remaining amount authorised by OVHcloud for the Client. OVHcloud also reserves the right to ask the Client to pay a security deposit covering the Client's usage.

The Client should note that if they subscribe to Hosted Private Cloud VMware on OVHcloud on the 15th day of a given month, it is billed and debited for a prepayment of 30 days. At the beginning of the next calendar month, after the Services have been subscribed to, and if the Client retains the same product and exactly the same options, then OVHcloud issues an invoice for the rest of that month. This invoice is then sent to the Client for payment in full. After this payment has been completed, all invoices for the same product, with the same options, are invoiced at the beginning of the following calendar months and for as long as the Client subscribes to the Service. If, at any given time, the Client adds an additional resource (Host Server, Storage Space) during a calendar month, the same process will apply to synchronise and maintain all invoicing at the beginning of each calendar month.

### **7.2. Additional resources**

The Client may, on request, temporarily increase their Storage Space and/or add Host Servers to their Virtual Datacentre. These additional Infrastructures are billed to the Client according to the applicable prices available on the OVHcloud Website at the time of subscription and are payable immediately by direct debit.

### **7.3. Pay-as-you-go**

Additional Infrastructures (Host Server, Storage Space, etc.) or additional options can also be billed by the hour. In this case, at the end of the current month OVHcloud will invoice all of the Services subscribed to by the Client for that month, on an hourly billing scheme. Any hour started is charged. The invoice will be issued at the end of the month and is payable immediately by direct debit.

### **7.4. Payment terms and non-payment**

All services are billed on a monthly basis, one month in advance, and are payable immediately by direct debit. Any failure to pay by the specified deadlines, including partial payment, will result in a service interruption. If the payment reminder served by email remains unresolved four (4) days after notification, the consequences of an unresolved non-payment are as follows:

- 1) the Client will not be able to add Services;

- 2) seven (7) days after the Service interruption, OVHcloud shall have the right (i) to permanently interrupt the Service and (ii) to delete all data stored on the infrastructure.

## 8. LIFECYCLE MANAGEMENT

Throughout the duration of the Service subscription, OVHcloud implements the following lifecycle:

- **“General Availability”**: refers to the date on which the Service, a new version or a new Range of the Service, is made available to the entire market (excluding the test phase).
- **“End of Sales”**: this is the date on which the marketing of the Service, or of a version or Range of the Service, is halted. End of Sales usually occurs three (3) years after General Availability. After this date, the Client will no longer be able to order a new Service in this version or Range.
- **“End of Growth”**: this is the date on which the growth of the Service, or of a version or Range of the Service no longer included in the catalogue, ends. This stage usually occurs two (2) years after the End of Sales. After this date, the Client will no longer be able to order additional resources or services from this Service or this version or this Range of Service.
- **“End of Support”**: This is the date on which the Service, or a version or Range of the Service, no longer receives support from OVHcloud. End of Support usually occurs five (5) years after General Availability. The Client shall be notified of the End of Support by receiving at least thirty (30) days’ notice. After the End of Support date, the SLAs and associated service credits will no longer apply, and updates and version upgrades will no longer be provided.
- **“End of Life”**: This is the date on which the Service, or a version or Range of the Service, is stopped. End of Life is announced with a minimum notice period of thirty (30) days. After this date, the Service, or the version or Range of the Service affected by the End of Life, is permanently shut down. OVHcloud may, at its discretion, on an exceptional basis and for a limited time, allow the Client to maintain the Service, or the version or Range of the Service concerned, to allow the Client to perform a Service migration. It is strongly recommended that the Client upgrades to the latest available version or Range.

Other terms that relate to the lifecycle of the Service are:

- **“Beta”**: This is a stage at which the product can be made available to allow the Client to test it before it becomes generally available. No SLAs or official support are provided during this phase. The product should never be used for production during the beta phase.
- **“Middleware Support”**: Third Party Products software support is offered by OVHcloud for the last two (2) major versions. OVHcloud encourages the Client to upgrade to the latest version available at OVHcloud. Support for Third Party Product software is offered under the same conditions as offered by the Third Party Provider, as long as the vendor of such software still provide the product on general availability, and maintains public support for it. OVHcloud reserves the right to end any Third Party Product offer at any time. OVHcloud shall inform the Client of this change at least 3 months in advance.

## 9. TESTING PHASE

OVHcloud reserves the right to offer services or new features as a “Test” version (hereinafter referred to as the **“Test Service(s)”**).

The **“Test”** is defined as any phase of the Service development process during which the Client is authorised to use an OVHcloud service before its effective marketing, in order to contribute to its improvement and to detect any potential faults. OVHcloud will carry out the identification for a Test Service by any means. For example, any service version on the OVHcloud Website designated as an Alpha, Beta, or Gamma version by OVHcloud will be considered a Test Service within the meaning of this document.

The Client may be asked to provide regular feedback on the use of the Service during the test phase via the different channels previously established and provided by OVHcloud. The Client acknowledges that they have read and have been informed that the Test Service provided by OVHcloud is in the testing phase according to the common meaning reserved for this term. Therefore, they agree to bear all risks (such as

instability, malfunctions, unavailability, loss or alteration of data, etc.) associated with this phase. The Service Level Agreements (SLAs) indicated in these Specific Terms of Service are not applicable to Test Services.

As such, OVHcloud reminds the Client that it strongly advises against storing files that are vital or essential to their business on the Test Service for the duration of the test period. The Client agrees to not store any personal data on the Test Service.

The marketing and continuity of the Service after the Test phase is not guaranteed by OVHcloud. OVHcloud reserves the right to suspend or terminate the Test Service, at any time and without compensation. OVHcloud therefore reserves the right to restrict, limit or suspend the Test Service without warning or compensation if it appears that the Client is using the services provided to them for any activity that does not comply with OVHcloud's contractual terms or does not correspond to the purposes of the test performed as part of the Test Service.

If the Test phase is not renewed, OVHcloud shall endeavour to inform the Client in advance and shall proceed to erase all data stored by the Client on the Test Service. When the Test Service ends, for whatever reason, OVHcloud will proceed to erase all data stored by the Client on the aforementioned Service.

**ANNEX 1**  
**DIVISION OF TASKS AND RESPONSIBILITIES BETWEEN THE CLIENT AND OVHcloud**

|   | OVHcloud | CLIENT |
|---|----------|--------|
| <b>Maintenance</b>  |          |        |
| Private Cloud Infrastructure Hardware                                     | X        |        |
| Virtualisation Interface  | X        | X      |
| Software installed by the Client  |          | X      |
| Software provided by OVHcloud   | X        |        |
| <b>Backup</b>   |          |        |
| Virtual Machine and Client Content  |          | X      |
| Configurations provided by OVHcloud                                       | X        |        |
| VEEAM Back-up maintenance   | X        |        |
| Using VEEAM Back-up (including ensuring backup performance and integrity) |          | X      |
| <b>Service operation</b>  |          |        |
| Administration  |          | X      |
| Infrastructure availability   | X        |        |
| <b>Reversibility</b>  |          |        |
| Data recovery   |          | X      |
| Deleting data upon termination  | X        |        |
| <b>Security</b>   |          |        |
| Hosted Private Cloud Infrastructure                                       | X        |        |
| Virtual architecture hosted in the Hosted Private Cloud                   |          | X      |
| Backing up Virtual Machine content  |          | X      |
| <b>PCI DSS specific</b>   |          |        |
| To be included in PCI DSS   |          |        |

## ANNEX 2 VEEAM MANAGED BACKUP

This document describes and sets out the specific terms and conditions applicable to the Veeam Managed Backup Service offered by OVHcloud as part of its Hosted Private Cloud VMware on OVHcloud Service (hereinafter referred to as the “Backup Option” or “Veeam Managed Backup”). It supplements and forms an integral part of the Specific Terms of Service for the Hosted Private Cloud VMware on OVHcloud. In the event of a contradiction or inconsistency, this Annex shall take precedence.

### 1. DESCRIPTION

The Backup Option allows the Client to back up the Virtual Machines on their Hosted Private Cloud VMware on OVHcloud as well as the data stored on them (hereinafter referred to as the “Backup”). This backup feature is integrated into the Management Interface and/or the Virtualisation Interface. The Backup Option is an optional Service that is not included by default in the cost of the Hosted Private Cloud VMware on OVHcloud Service. This option must be specifically ordered or activated, and is subject to additional invoicing.

### 2. SOFTWARE

The software that allows the Client to use the Backup Option is developed by Third Party Providers (“Third Party Products”). OVHcloud is not involved in the creation and development of these Third Party Products made available to the Client as part of the option. Therefore, OVHcloud is not responsible for Third Party Products made available as part of the Service, which may include technical errors, security vulnerabilities, incompatibilities or instability, and does not give any guarantees on Third Party Products made available as part of the Service. The Client is only authorised to use the Third Party Products made available by OVHcloud as part of the Service in accordance with the applicable and current Third Party Provider’s general terms and conditions of use. This excludes in particular any possibility of decompiling, accessing sources, reinstalling on other infrastructures or sub-licencing Third Party Product programmes or systems made available to them. OVHcloud and the Third Party Provider reserve the right to modify the Third Party Products at any time.

### 3. BACKUP OPTION MECHANISMS

Backups are performed using the “Veeam Managed Backup” Third Party Product. From the OVHcloud Client Account, the Client can activate the Veeam Managed Backup option in their Management Interface and choose between three levels of offers: Standard, Advanced or Premium. Once one of these offers is selected and activated on the Client’s Hosted Private Cloud VMware on OVHcloud, this offer will be the only one available for the backup of all their Virtual Machines. The number of incremental backups, full backups, and additional features available depends on the service level selected in the Management Interface. Backups are not replicated by default, and are only available for the highest offers. Each time an update is made, a consistency check between the backed up Virtual Machine and its Backup is performed automatically via a monitoring application. This check only affects the consistency of the Backup file with the source file and does not check the integrity of the Backup or of the data it contains. If an inconsistency or error is detected, a new Backup is automatically performed by the system. In the event that a new inconsistency or error is detected, this is mentioned in the daily Backup report sent to the Client. This consistency check is performed under a “best endeavours” obligation (obligation of means) and OVHcloud assumes no responsibility in the event of a failed check or corruption of the backed up or duplicated data. The Backup Options are designed for backing up Virtual Machines that do not exceed two (2) terabytes.

### 4. STORAGE SPACE

The storage resources allocated to the Backup Option are shared. The storage resources allocated to the Client are logically isolated from those allocated to other OVHcloud clients and are physically separated from the Infrastructure in which the Client has set up their Hosted Private Cloud VMware on OVHcloud. The storage

space used for the Backup Option is located in the same Datacentre as the Hosted Private Cloud VMware on OVHcloud Service that is backed up. It is the Client's responsibility to ensure that the location of the Datacentre meets their needs and requirements.

## 5. TERMS AND CONDITIONS OF USE

The Client is solely responsible for using the Backup Option, and in particular for (a) selecting the Virtual Machines in their Hosted Private Cloud VMware on OVHcloud to be backed up, (b) verifying that Backups are performed correctly, (c) verifying the integrity of the Backups using tools that the Client deems appropriate, and, (d) in case of failure, implementing a new Backup operation when necessary, by contacting the OVHcloud Support. OVHcloud does not manage backup or restore operations performed as part of the Services. OVHcloud cannot be held responsible in the event of failure, malfunction or error in the backup operations. 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 and restore solution. The Backup Option may be suspended and interrupted in accordance with the General and Specific Terms of Service applicable to the Hosted Private Cloud VMware on OVHcloud Service. OVHcloud is only subject to a "best endeavours" obligation (obligation of means).

## 6. BILLING

The Client is billed according to (i) the number of Virtual Machines backed up, (ii) the size of the Virtual Machines backed up and (iii) the Backup service chosen.

## 7. SERVICE TERMINATION

In the event of deletion, reinstallation or configuration change of a Virtual Machine or Backup, as well as in the event of termination or non-renewal of a Hosted Private Cloud VMware on OVHcloud Service or the Backup Option, all Backups (including the data and information they contain) are automatically and irreversibly deleted. Before starting these tasks, and before the expiry date of the Backup Option or Hosted Private Cloud VMware on OVHcloud Services, it is the Client's responsibility to back up or transfer their Virtual Machines (including all data and information they contain) to other devices, in order to protect against any loss or alteration.

## 8. SERVICE LEVEL AGREEMENT

The SLA is defined as the availability of the Veeam Managed Backup Service provided by OVHcloud to allow the Client to perform daily backup tasks and make those tasks available to the Client. To do this, OVHcloud collects a set of measures, including but not limited to the following:

- Veeam Service availability;
- Availability of the infrastructure where the Veeam Services are installed;
- Network availability;
- Storage availability.

The SLA does not apply to the contents of the Backup or the time it takes to complete the backup task.

| SLA      | Availability | GRT*   | GFRT** |
|----------|--------------|--------|--------|
| Standard | 99,9 %       | 12 hrs | 72 hrs |
| Advanced | 99,9 %       | 8 hrs  | 48 hrs |
| Premium  | 99,9 %       | 4 hrs  | 24 hrs |

\*: Backup tasks are excluded

\*\* : Starting from Backup report for backup tasks

**“GRT” or “Guaranteed response time”:** Maximum time that OVHcloud will take to respond to an incident. Starts with the incident being reported to OVHcloud via a ticket created via the interface or a call to support, and ends when OVHcloud contacts the Client with a support Ticket ID, or when the OVHcloud Support staff reply for the first time on an incident ticket opened by the Client.

**“GFRT” or “Guaranteed fault repair time”:** Maximum time that OVHcloud will take to resolve the incident reported automatically by the system or by the Client creating an incident ticket. Starts when an incident is reported to OVHcloud via a ticket created via the interface or a call to support, and ends when the incident is resolved with a “completed” or “cancelled” status (with the Client’s agreement).

Conditions: The SLA applies under the following conditions:

- a) The Client's Veeam Backup Server Virtual Machine is hosted and in working order in the Hosted Private Cloud VMware on OVHcloud infrastructure at OVHcloud.
- b) This Virtual Machine is protected by high availability at all times.
- c) The Virtual Machine follows Veeam Backup best practices.
- d) Virtual Machines larger than 2 To are not subject to this SLA.
- e) If the Client attempts to backup a Virtual Machine beyond the allowed size or if the backup task is cancelled by the Client, the SLA does not apply.
- f) OVHcloud reserves the right to ask the Client to relaunch a backup task that previously failed. If the Client is unable to comply and/or if the Client is not available to make this request, the SLA does not apply.

## ANNEX 3 DISASTER RECOVERY PLAN OPTION

This annex describes and sets out the specific conditions applicable to the “Disaster Recovery Plan” option offered as part of the Hosted Private Cloud VMware on OVHcloud Service (hereinafter referred to as the “DRP”). This option represents one of the possible components of a “Disaster Recovery Plan”, which represents a global business project built, tested and operated by the Client. This annex supplements and forms an integral part of the Specific Terms of Service for the Hosted Private Cloud VMware on OVHcloud. In the event of a contradiction or inconsistency, this Annex shall take precedence.

### 1. DESCRIPTION

The “Disaster Recovery Plan” option allows the Client to transfer their Virtual Machines, as well as the data stored on them, to another Hosted Private Cloud VMware on OVHcloud infrastructure, whether they are hosted on-premises or in a Hosted Private Cloud VMware on OVHcloud. This transfer function is available on a dedicated interface. This is an optional Service that is not included by default in the cost of the Hosted Private Cloud VMware on OVHcloud Service. This Option must be specifically ordered or activated, and is subject to additional invoicing.

### 2. SOFTWARE

The software that allows the Client to use this option is developed by Third Party Providers (“Third Party Products”). OVHcloud is not involved in the creation and development of these Third Party Products made available to the Client as part of the option. Therefore, OVHcloud is not responsible for Third Party Products made available as part of the Service, which may include technical errors, security vulnerabilities, incompatibilities or instability, and does not give any guarantees on Third Party Products made available as part of the Service. The Client is only authorised to use the Third Party Products made available by OVHcloud as part of the Service in accordance with the applicable and current Third Party Provider’s general terms and conditions of use. This excludes in particular any possibility of decompiling, accessing sources, reinstalling on other infrastructures or sub-licencing Third Party Product programmes or systems made available to them. OVHcloud and the Third Party Provider reserve the right to modify the Third Party Products at any time. As part of this option, OVHcloud provides the Client with the licences to use the Third Party Product “Zerto” required for the use of the Service.

### 3. OPTION MECHANISMS

The syncing and/or copying of the Virtual Machines is carried out using the Third Party Product “Zerto”. Using the Third Party Product’s dedicated interface, the Client selects the Virtual Machines on their Hosted Private Cloud VMware on OVHcloud Service to synchronise them to their Hosted Private Cloud VMware on OVHcloud backup infrastructure. The backup of the Hosted Private Cloud VMware on OVHcloud must be located in a different datacentre to the main Hosted Private Cloud VMware on OVHcloud. For each Virtual Machine selected, a continuous high-bandwidth synchronisation is performed. Data replication is asynchronous, in addition to being continuous, with an RPO (*Recovery Point Objective*) present and available to view in the Third Party Product’s dedicated interface. Client data is synced via the OVHcloud fibre-optic network between the OVHcloud Datacentres where the Hosted Private Cloud VMware on OVHcloud solution is present. Data is transferred over a VPN between remote sites so that all data transfer is secure. In the event of an emergency, the Client may immediately switch to the Hosted Private Cloud VMware on OVHcloud backup site (the DRP site) by clicking on “Failover” in the Third Party Product interface to start their backup infrastructure.

The Client is responsible for managing the “Failover” and for switching to the backup site.

The “VMware DRS” option available on the VMware vSphere management interface must be enabled in order for this option to be used.

#### **4. TERMS AND CONDITIONS OF USE**

The Client is solely responsible for using the “Disaster Recovery Plan” option, and in particular (a) for selecting the Virtual Machines in their Hosted Private Cloud VMware on OVHcloud to sync, (b) for configuring their VPGs (“Virtual protection groups”, a design in the Third Party Product) and checking that they are working properly, (c) for verifying that their synchronisation is working properly, (d) for verifying the integrity of the synchronisation using tools that the Client considers appropriate, and, in the event of failure, for implementing a new synchronisation operation if necessary by contacting the OVHcloud Support. OVHcloud does not manage syncing or failover operations between the Client's two infrastructures as part of the Services. OVHcloud cannot be held responsible in the event of failure, malfunction or error in performing the synchronisation or failover tasks. The Client agrees to flag the discovery of a malfunction, error or vulnerability in the synchronisation task execution as soon as possible. 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 Disaster Recovery Plan solution. This option may be suspended and interrupted in accordance with the General and Specific Terms of Service applicable to the Hosted Private Cloud VMware on OVHcloud Service. OVHcloud is only subject to a “best endeavours” obligation (obligation of means).

#### **5. BILLING**

The Client is billed according to the number of Virtual Machines protected by the “Disaster Recovery Plan” option.

#### **6. SERVICE TERMINATION**

In the event of deletion, reinstallation or configuration change of a Virtual Machine, as well as in the event of termination or non-renewal of a Hosted Private Cloud VMware on OVHcloud Service or this option, any synchronisation (including the data and information it contains) is automatically and irreversibly deleted. Before carrying out these tasks, as well as before the expiry date of the “Disaster Recovery Plan” option or the Hosted Private Cloud VMware on OVHcloud Service, it is the Client’s responsibility to back up or transfer their Virtual Machines (including all data and information they contain) to other devices, in order to avoid any data loss or alteration.