



## OVH Premium for Advanced Partner Support Specific Conditions

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*Version applicable as from 20 September 2019*

### **Article 1. Subject**

Those Special Conditions are intended to define the terms of OVH Premium Support applicable to Advanced Partners (the "Premium for Advanced Partner Support").

Premium for Advanced Partner Support complements other services provided by OVH to the Client under the Agreement (the "Services") and is not meant to replace them.

Subscription to Premium for Advanced Partner Support is only available to customers having the status of Advanced Partner.

The Advanced Partner benefits from Premium for Advanced Partner Support for all Services provided by OVH to the Advanced Partner under the Agreement.

Terms starting with a capital letter are defined in the terms and conditions below, or otherwise in the OVH Glossary accessible on the OVH website.

### **Article 2. Partner Advance Premium Support description**

By subscribing to Premium for Advanced Partner Support, the Advanced Partner beneficiates from a dedicated telephone line via which it can reach OVH privileged interlocutors for its different requests, technical inquiries or assistance (Service configuration, accompaniment in order processing, etc.) during working hours, as indicated on OVH website, in addition to other means of communication provided within the context of Standard OVH (chatbox, ticketing tool, etc.).

Advanced Partner's requests are handled in priority to OVH Standard & Premium Support requests, regardless of the communication channel used.

The Premium for Advanced Partner Support is provided in French and/or English and the provision of information regarding the Services is made during working hours only.

OVH infrastructures are supervised and maintained in operational condition 365/24/7. Information regarding the handling of incidents is available on travaux.ovh.com website.

Premium for Advanced Partner Support services are delivered in accordance with the General Terms and Conditions of the Agreement. OVH is subject to an obligation of means.

### **Article 3. Service activation and accompaniment**

#### **3.1 Onboarding**

From the validation of the order of Premium for Advanced Partner Support, OVH establishes contact with the Advanced Partner in order to communicate contact details of OVH Premium for Advanced Partner Support.

Moreover, a personalised accompaniment is provided in order to introduce the Advanced Partner with:

- OVH Manager;
- Different OVH Services (depending on Advanced Partner's needs);
- Invoicing process;
- Some specific topics identified beforehand with the Advanced Partner.

#### **3.2 Annual support service followup**

At Advanced Partner's request, OVH can annually provide the Advanced Partner with a personalised follow-up of the subscribed Services (review of Advanced Partner's satisfaction and improvement plan).

### **Article 4. Conditions of use**

#### **4.1 Solicitation procedure**

Each request or Incident Report received as such will result in OVH creating a ticket (or "Incident Ticket") following one of these events: receipt of an email from the Advanced Partner, validation of the form in the Management Interface, or the proper ending of a phone call with the Advanced Partner. The Advanced Partner is immediately informed by email about the creation of the Incident Ticket and its corresponding number.

The Advanced Partner can access the status and history of his requests and Incident Reports through the Management Interface.

When an Incident is reported, the Advanced Partner agrees to contact OVH with as much information as possible about the issue so that a proper diagnostic can be carried out.

At the opening of the Incident Ticket, the severity level is qualified by OVH during its handling based on the information communicated by the Advanced Partner within said Incident Ticket.

<b>CLASSIFICATION OF SEVERITY LEVELS: S1 TO S5</b>			
<b>URGENCY \ IMPACT</b>	<b>High</b> Interruption of Service <i>No alternative solution available</i>	<b>Medium</b> <i>Deterioration of Service</i> <i>Existing alternative via manual action</i>	<b>Low</b> <i>Nuisance without impact on Service's performances</i> <i>Existing alternative via manual action</i>
<b>High</b> The situation is deteriorating at an alarming rate	S1	S2	S3
<b>Medium</b> The situation is slowly deteriorating over time	S2	S3	S4
<b>Low</b> The situation is stable but has a potential for degradation over time	S3	S4	S5

#### 4.2 Handling of Incident Management Requests

Before contacting Advance Partner Premium Support team, the Advanced Partner shall firstly perform the technical tests on Services for which the Advanced Partner acquired the necessary skills through OVHcloud Partner Academy / Discovery for support team.

If an Incident is reported, the Premium for Advanced Partner Support team will investigate to identify the root cause of the malfunction and run a diagnostic.

The Advanced Partner agrees to remain permanently available during the diagnostic and through the resolution of the Incident, notably by providing any additional information needed and running all necessary tests and checks, including for its end-user customers' Services.

Under the Incident Management process, OVH and its Affiliates are specifically authorized by the Advanced Partner to connect to the Advanced Partner's hardware or software Services and to perform any operation necessary to prepare the diagnostic.

In the event of an Incident, OVH agrees to provide the Advanced Partner with operational progress updates.

If OVH determines that its Services are available and in good operational order, or that the incident does not fall under OVH's responsibility, OVH shall inform the Advanced Partner.

If it has been determined that OVH is responsible for the Incident, OVH shall finalize the diagnostic and work at restoring the availability of the impacted Services.

OVH must carry out the diagnostic by any means, notably based on discussions between the Parties as well as data from the OVH information system (such as login data), which are admissible by express agreement.

#### **4.3 Limitations**

The Advanced Partner agrees not to abuse Premium for Advanced Partner Support. OVH reserves the right to refuse to take over requests (with the exception of Incident cases) beyond the limit of eighty (80) monthly contacts.

Where this threshold is exceeded, the handling of requests by OVH team may be subject to additional invoicing.

The Advanced Partner shall notably refrain from (i) contacting his appointed points of contact for any service which has not been contracted with OVH and (ii) establishing a relationship between the Premium for Advanced Partner Support team and its own customers or any other third-party listed in the Agreement. The Premium for Advanced Partner Support is not intended to manage the Services on behalf of the Advanced Partner. Moreover, subject to specific provisions applicable to the Services, no support is provided on Third-Party Products.

OVH reserves the right to decline any request that would not comply with the above-mentioned provisions.

#### **Article 5. Duration**

The Advanced Partner subscribes to the Premium for Advanced Partner Support for an initial period of twelve (12) months and for all the Services provided by OVH in the context of this Agreement. After this initial period, the Partner Advance Premium Support is tacitly renewed for successive periods of one (1) month, unless terminated by the Advanced Partner by registered mail with return receipt, at least fifteen (15) days before the end of the initial term or of the renewal current period.

In case the Advance Partner would lose its accreditation as "Advanced" Partner, it would consequently lose the possibility to use and subscribe to Premium for Advanced Partner Support.

#### **Article 6. Non-solicitation of employees**

Each party shall refrain, save with the other Party's prior written authorisation, from directly or indirectly offering to hire any individual employed by the other Party allocated to the performance of the Services subject to this Agreement or from arranging for them to work for it under any status whatsoever. This obligation will remain in effect for a period of twelve (12) months after the end of this Agreement.

Should one of the parties fail to comply with this obligation, it undertakes to compensate the other party by paying it compensation equal to twelve (12) months of the employee's gross salary.