SPECIFIC CONDITIONS FOR PUBLIC CLOUD SERVICE

Version dated on 18 February 2019

DEFINITIONS:

Infrastructure: *set of components provided by OVH which permit to host the Client's Public Cloud including in particular (depending on the circumstance) the Host Server, the Storage Space, the network, the bandwidth and/or virtualisation or cloud computing technology.*

Instance: *Virtual server created on the OVH Public Cloud infrastructure and which enables the development and/or use of application solutions. The Instance, created using cloud computing technologies, includes a Storage Space and a quantity of processor and RAM resources. It is possible to add Object Storage to an Instance.*

Object Storage: *Distributed Storage Space based on the Object Storage architecture (management of data as objects). In the OVH Public Cloud, it may be added to an Instance, particularly when it is used as a Snapshot and/or subscribed to separately.*

Object Storage Container: *Head unit of the Object Storage Space that shares the same access right policy, created by the Customer.*

Storage Space: *Disk space attached to an Instance that can be either a 'local' Storage Space or a 'distributed' Storage Space, depending on the characteristics of the Instance. The 'local' Storage Space is directly attached to the Instance for the proper functioning of the operating system. Data is deleted and the disk is reinstalled to its original state every time the Instance is rebooted or stopped. Data in the 'distributed' Storage Space is stored whatever the state of the Instance. 'Distributed' Storage Space is deleted when the Instance is deleted.*

ARTICLE 1: OBJECT

1.1 The Supplier, ("OVH") shall provide the OVH Public Cloud Service ("Services") to the Customer and the Customer shall pay for the Services in accordance with these Conditions and the General Conditions which shall govern the contract between the parties to the exclusion of any other terms or conditions whether proposed by the Customer, implied by law, trade custom, practice or course of dealing or otherwise (the "Contract").

1.2 These specific terms and conditions supplement OVH's General Terms and Conditions of Service, and are intended to set out the conditions, in particular the technical and financial conditions, applicable to the OVH Public Cloud Services.

In the event of conflict between these Conditions and the General Conditions, these Specific Conditions shall prevail.

ARTICLE 2: MEANS

2.1 In the context of the provision of Services, OVH shall provide the Customer with one or several Instance(s), one or several Object Storage Containers and/or Archiving Space.

2.2 Instances are provided with Local or Remote Storage Space and a portion of RAM and Host Server processor resources and an IP address geolocalized according to the physical location of the Instance. Depending on the configuration and type of Instance, the resources allocated, the maximum data rate available on the bandwidth and the features of the Storage Space (replication, distribution, localization), will vary.

The volume of allocated RAM and processor resources are either guaranteed to the Customer (RAM Instances and CPU Instances), or shared by the Customer with other users that have one or several Instance(s) installed on the same Host Server. Where resources are shared, performance cannot be guaranteed.

Based on the type of Storage Space selected, various features and/or options (e.g.: public container, transfer protocol) can be made available. Certain Storage Space are not redundant (e.g.: Archiving Space).

Before choosing and using an Instance or a Storage Space, the Customer agrees to carefully review each Instance configuration and each type of Storage Space available. The Customer is responsible for choosing Instances, Storage Space, and operating systems according to their needs.

The various configurations and features of the Instances and Storage Space are described online at the OVH Website and can be accessed there. These configurations and features are constantly changing. Therefore, the Customer must pay close attention to these changes.

The resources (Host Server, Storage Space, Instances, etc.) made available to the Customer are wholly-owned by OVH.

The capacities of the Infrastructure used as part of the Service can be limited.

2.3 Given the high technicity of the Services, OVH is only submitted to an obligation of means.

2.4 For the entire duration of the subscription, OVH provides the Customer with a Management Interface that enables him to manage the Services, configure his Instances and Object Storage Containers and his Archiving Space (creation, deletion, etc.) or retrieve his usage statements.

2.5 The Customer and the general public may access OVH's Infrastructures via the internet where Instances, Object Storage Containers, Archiving Space and other Storage Space are made available. The Customer must have an internet connection in order to log in to the Management Interface and access the Service, and is solely responsible for the aforementioned internet connection, in particular its availability, reliability and security.

ARTICLE 3: TECHNICAL SUPPORT

OVH is responsible for any disruption to the Service. The Customer has the right to contact the support service via the Management Interface, or by using the contact details available on OVH's website.

Each request or incident report thereby received will result in the creation of a ticket ("Incident Ticket"). The Customer is informed by email about the creation of the ticket and its corresponding number.

In the case of an incident report, the Customer must provide OVH with as much information as possible regarding the issue at hand to ensure a proper diagnostic.

ARTICLE 4: TERMS OF USE

4.1 The Customer subscribes to the Services on OVH's website and, as such, must register a payment method from which payments shall be executed for invoices issued for the Services, under the conditions provided in Article 13 below.

4.2 From the time of activation of the Services by OVH, the Customer has the ability to create Instances in the Management Interface and use the Services.

4.3 OVH shall provide the Customer with various Instance configurations, which are described on OVH's website.

4.4 The Customer agrees to carefully consider every available Instance configuration prior to choosing an Instance. As such, the Customer is responsible for defining the configuration and the operating system that can best meet their expectations and needs.

4.5 Any Instance rented from OVH shall have an IPv4 address geolocated at the physical location of the Instance.

4.6 Hardware resources (Host Server, Storage Space, etc.) and the Instance rented by the Customer will remain the exclusive property of OVH.

4.7 In the hereby contract, the Customer shall be the sole administrator of their Instance. OVH shall under no circumstances be involved in the administration of the Customer's Instances. Similarly, the Customer bears sole responsibility for their usage of the Object Storage Container, Archiving Space and other Storage Space provided to them.

4.8 OVH is responsible for the administration of the Infrastructure (hardware, network, Host Servers, disks) on which the Instances and Storage Space made available to the Customer are configured.

4.9 The Customer confirms they have all the necessary technical knowledge to ensure the correct administration of resources (Instances and Object Storage Containers, Archiving Space and other Storage Space) provided by OVH, and to back up the data stored on these resources. The Customer also agrees to acquaint themselves with the documentation related to the OVH Public Cloud Services.

4.10 The Customer has the right to install software on his Instances. The Customer bears sole responsibility for these installations, and OVH cannot be liable for any failure of the Customer's Instance to operate properly as a result of said installations.

4.11 The Customer agrees to comply with the licence conditions and conditions of use of the operation system on which his Instances are configured by OVH, and the licence conditions and conditions of use of the applications, in some cases pre-installed on his Instances by OVH.

4.12 OVH reserves the right to modify the operating systems and applications pre-installed by OVH on the Instance, in particular by way of any updates and/or version upgrades that it deems necessary in its sole discretion. In the event of an update of an application or operating system being used by the Customer, this upgrade will be performed in cooperation with the Customer.

4.13 The Customer may also perform maintenance operations and updates on the aforementioned operating systems and applications pre-installed on his Instances. In such a case, the Customer assumes full responsibility and OVH shall not under any circumstances be held responsible, including without limitation where said operations (maintenance, updates, etc.) are performed in violation of the applicable conditions of use/licence conditions, or where there the Instance fails to perform and/or operate correctly following maintenance operations and/or updates performed by the Customer.

4.14 The applicable licence conditions and conditions of use of the aforementioned applications and operating systems are either provided to the Customer at the time of the first order of the Instance configured with these pre-installed systems and/or software, or made available to the Customer via OVH's website or the Website of the software company.

4.15 OVH reserves the right to restrict access to certain ports which it deems to be sensitive in order to protect the Infrastructure. Similarly, the Customer acknowledges that UDP/ICMP flows are limited.

4.16 As part of his Services, the Customer has the option, via the Management Interface, to increase and decrease its number of Instances and the volume of data stored in their Storage Space. It may also change the Instance(s) provided by OVH in order to change configuration. These changes are made asynchronously upon the request of the Customer. The Customer creates the request in the Management Interface or OVH's API.

The deletion and reinstallation processes for Storage Space (Object Storage Containers, Archiving Space and others) will lead to the automatic and irreversible deletion of all the data and information being stored on the Instances. Moreover, deletion and reinstallation processes for Instances will lead to the automatic and irreversible deletion of (a) all operating systems and applications that are installed, and (b) all the data and information stored in the Local and Remote Storage Space linked to deleted or reinstalled Instances. The Customer is solely responsible for the operations (such as backups, transfers, Snapshots, etc.) that he deems necessary to perform before deleting or reinstalling his Instances and Storage Space, in order to prevent the loss of his information, content and data.

4.17 When Client has an OVH private network (vRack), OVH reserves the right to suspend Client's Instance if it uses the private network link of its Instance over 75% of its capacity for more than 72 minutes per 24 hours period.

4.18 OVH reserves the right to limit or restrict certain features of the Instance in order to guarantee the security of the Infrastructure. OVH shall inform the Customer of the implementation of these restrictions whenever possible.

OVH also reserves the right to interrupt Client's Service if it presents a risk to (i) the stability and/or security of OVH systems, infrastructures and/or environments, or (ii) the Services and/or Client's Content.

4.19 The Customer agrees to use the Service with good mutual understanding.

ARTICLE 5: OVH's OBLIGATIONS AND LIABILITIES

5.1 OVH shall provide the Services with reasonable care and skill and in accordance with good industry practice.

5.2 OVH agrees to:

    a) Ensure the administration of OVH Infrastructure and Host Servers.

    b) Maintain the Host Server in an operational state. OVH shall use reasonable endeavours to replace any defective part of the Host Server as soon as reasonably possible except where OVH is not directly responsible for the failure or in situations where the repair or replacement procedure requires an interruption of Service which exceeds the usual replacement time. In the latter case, OVH will notify the Customer as soon as reasonably practicable.

    c) Make the Instances and Object Storage Containers available to the Customer in accordance with the provisions of Article 11 of this Contract. OVH reserves the right to interrupt the Services in order to perform a technical intervention to improve the operation of the Services.

    d) Upon notification by the Customer of an incident, intervene as soon as possible, provided the incident is not caused by the Customer's misuse of the Instance or Object Storage Containers.

    e) Ensure the quality of its tools is maintained in accordance with good industry practice and in accordance with the rules and customs of the profession.

5.3 OVH does not perform backups of any specific data or content stored on the Instances, Object Storage Containers, Archiving Space and other Storage Space of the Customer. Moreover, the data replication methods put forward by OVH as part of the aforementioned Storage Space (including Object Storage Containers and Archiving Space) do not provide any guarantee to the Customer against the loss of his content and data.

ARTICLE 6: OBLIGATIONS AND RESPONSIBILITY OF THE CUSTOMER

6.1 The Customer acts as an independent entity and shall solely bear all risk associated with its activity when using the Services. The Customer is solely responsible for the services and websites that they

host on the Instance and Object Storage Container provided, as well as the content of transmitted, broadcast or collected data, the processing and updating of data, and all files, especially address files.

6.2 The Customer is reminded that OVH's intervention in connection with the contract on a Public Cloud is limited to installing the service. OVH only insures in that regard the rental of a specialized infrastructure, without any control whatsoever over the content of the hosted websites or the contractual relationship between the sites' editor and their Web host, an OVH Customer under a Public Cloud rental contract. The Customer shall therefore be considered a Web host. As such, the Customer shall comply at all times with the applicable regulations.

6.3 OVH only ensures access to the Services to enable the Customer to store their data and their customers' data.

6.4 OVH reminds that the Customer shall take all technical steps available to ensure that it holds and retains connection logs or any data which can allow anyone to identify any person who contributes to the creation of content for the services for which the Customer is the provider, according to the legislation in force.

6.5 The Customer agrees to respect the rights of third parties, rights of the individual, copyrights, patent rights, trademark rights, database rights and other intellectual property rights. Consequently, OVH shall not be held liable for the content of any transmitted, disseminated or collected data, data processing or updating, or any files, namely address files of any kind.

6.6 The Customer is prohibited from using the Service to make any files or links that breach third party intellectual property rights publicly available via websites hosted on their Instance.

6.7 The Customer shall not use the Services to deploy services which are intended to enable users to download files in large quantities to and from file hosting platforms.

6.8 The Customer agrees to pay for any licences required if they use any third-party software when using the Services.

6.9 The Customer is put on notice that serious legal consequences can arise from illicit activities performed on all or part of the Instance, Object Storage Containers, Archiving Space and other Storage Space provided to the Customer. OVH accepts no liability, whether sole or joint liability, especially for the use of data made available to internet users by the Customer.

6.10 Where the Customer uses proven spamming techniques on the internet, this shall result in the cessation of the Services and termination of this Contract without prior notice. The Customer is also prohibited from any intrusive activity or any intrusion attempt from the Instance (including, but not limited to: port scans, sniffing, spoofing) and, more generally, any activity or contentious behaviour such as traffic exchange (Hitleap, Jingling), Black Hat SEO (downloading and uploading videos from and to online gaming platforms), crypto-currency mining, video game bots, etc.

In such events, OVH reserves the right to suspend the Service and immediately terminate the Contract, without prejudice to the right to all damages that OVH may claim.

6.11 The Customer is solely liable for the consequences of any malfunction of their Instances, Object Storage Containers, Archiving Space and other Storage Space as a result of any usage, by their staff or any personnel to which the Customer may have provided their password(s) and any other means of access (such as SSH access keys, OpenStack Tokens). Similarly, the Customer is solely liable for the consequences of the loss of passwords and any other means of access.

6.12 In order to maintain the service level of the Customer's Instances and all the servers on the Infrastructure, OVH reserves the right to request that the Customer update the operating system running on the Instances and any applications pre-installed by OVH, where a security vulnerability is identified. If the Customer does not act upon such requests, OVH reserves the right to disconnect the Instances, Object Storage Containers, Archiving Space, Storage Space and Infrastructure from the internet.

6.13 Similarly, in the event that OVH finds that the Instance, Object Storage Container, Archiving Space or other Storage Space represents a security risk, OVH may send an email to the Customer to inform the latter that a deletion or reinstallation must be performed to maintain the integrity of the Services and the entire Infrastructure. OVH reserves the right to disconnect the Instances, Object Storage Containers, Archiving Space and other Storage Space affected from the internet pending the Customer's re-installation of their Instance. The Customer is responsible for backing up and transferring data from the pirated or failing system to the new system before any installation/deletion operation is performed.

6.14 The Customer shall not send from their Instance unsolicited emails, or SPAM, and shall at all times comply with Canada's anti-spam law on the sending of unsolicited electronic communications.
If Customer fails to comply with this clause, OVH reserves the right to suspend Services in respect of the Instance from where these unsolicited emails were sent and/or to terminate the Contract.

6.15 The Customer acknowledges that, for security reasons, some features and protocols (such as IRC or pair by pair file exchanges) are likely to be restricted under the Services. Anonymization services (Proxy) and cardsharing (CCCam or equivalent) are prohibited under the Services.

6.16 In no circumstances is OVH under any obligation, in respect of the cloud computing technologies it uses for the management of the Customer's Instances, Object Storage Containers, Archiving Space and other Storage Space, to ensure the retention of Customer data. All measures to ensure the backup of data is exclusively the responsibility of the Customer, notably with regards to hosting content and/or sensitive data necessary to pursue his activities, the backup of his data, the implementation and management of a business continuity or recovery plan and, more generally, any technical or organizational measures aimed at allowing the Customer to continue his activities in the event of a significant malfunction of the Services which could likely impact the continuity of his business and the availability and integrity of his contents and data.

6.17 It is the Customer's responsibility to pay for any licenses or usage rights contracted with OVH. Should the Customer fail to do so, OVH reserves the right to suspend the Services without prior notification.

6.18 OVH reserves the right to agree checks to ensure that the Services are being used by the Customer in accordance with this Contract.

6.19 OVH reserves the right to suspend the OVH Services without prior notification in accordance with the provisions set out in the OVH's General Terms and Conditions, and if the Customer is in breach of any of OVH's specific and general terms and conditions, any applicable laws and regulations in force, or any applicable third party rights whatsoever.

ARTICLE 7: MEASURES FOR THE PREVENTION OF SPAMMING FROM OVH'S NETWORK

7.1 OVH shall implement a system of technical measures intended to prevent the dispatch of fraudulent emails and spam from its Infrastructure.

7.2 Further to Article 7.1, OVH shall monitor outgoing traffic from the Service towards port 25 (SMTP server) on the internet, which shall involve monitoring traffic by means of automatic tools.

7.3 The outgoing traffic referred to in Article 7.2 shall be monitored by OVH with a delay of a few seconds, rather than being filtered or intercepted. These operations shall be conducted by OVH concurrently and not, under any circumstances directly between the Services and the internet. OVH reserves the right to block outgoing emails under certain circumstances.

7.4 OVH shall not conduct any tagging of e-mails, and shall not modify e-mails sent by the Customer in anyway whatsoever. No information shall be stored by OVH during these operations aside from statistical data.

7.5 The operation in Article 7.2 shall be conducted regularly and in a fully-automated manner by OVH and the Customer acknowledges that no human intervention is involved during the monitoring of traffic to port 25 (SMTP port).

7.6 In the case of outgoing traffic from the Customer's server, including e-mails, being identified as spam or fraudulent e-mails, OVH shall inform the Customer by e-mail and block the Server's SMTP port.

7.7 OVH shall not keep any copy of e-mails sent from the Service's SMTP port, even when they are identified as spam.

7.8 The Customer may request unblocking of the SMTP port through their Management Interface.

7.9 Any new e-mail identified as spam will entail a new blocking of the SMTP port by OVH for a longer period to be determined at OVH's reasonable discretion.

7.10 On the occurrence of OVH's blocking the SMTP port for a third time, OVH reserves the right to deny any new request for the unblocking of the SMTP port.

ARTICLE 8: MITIGATION (protection against DOS and DDoS attacks)

8.1 OVH shall implement protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts provided that these attacks are conducted in a manner reasonably considered to be serious enough by OVH to warrant such protection. In implementing such protection, OVH shall use

reasonable endeavours to ensure that the operation of the Customer's Services is maintained throughout the duration of a DOS or DDoS attack.

8.2 The function in Article 8.1 involves monitoring the traffic sent to the Customer's Services from outside OVH's network. The traffic identified as illegitimate shall then be rejected by OVH prior to reaching the Customer's Infrastructure, thus allowing legitimate users to access the applications offered by the Customer in spite of the attack.

8.3 As a result of the high technicality of the Service, certain attacks may not be detected by the protection measures implemented by OVH. The protection measures outlined in Articles 8.1 and 8.2 shall not apply in the case of attacks such as SQL injection, brute-force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. In such cases, the Infrastructures and the Service may be temporarily suspended and unavailable.

Due to the very complex nature of the protection Services, OVH is solely under an obligation of means. It is possible that the attack will not be detected by the tools in place, and that the tools in place cannot ensure the continued operation of the Service.

8.4 Given the nature of a potential DOS or DDoS attack and their complexity, OVH shall implement different levels of traffic protection in order to preserve their Infrastructure and the Services.

8.5 The mitigation of a DOS or DDoS attack is activated only at the time of the detection of the attack by the OVH's tools and for a non-fixed period, and deactivated only once the attack and illegitimate traffic are no longer present. Thus, until the mitigation is activated, the Service shall handle the attack directly, which may lead to the temporary unavailability of the Service.

8.6 While mitigation is activated, OVH shall not guarantee the accessibility of the Customer's applications but it shall endeavour to limit the impact of a DOS or DDoS attack on the Customer's Services and on OVH's Infrastructure.

8.7 If, in spite of the activation of mitigation, a DOS or DDoS attack is of such a nature as to adversely affect the integrity of OVH's Infrastructure or the infrastructure of the other customers of OVH, OVH shall strengthen its protection measures which may lead to the deterioration of the Customer's Services or impact its availability for which OVH shall not be liable.

8.8 Where part of the traffic generated by a DOS or DDoS attack is not detected by the OVH's equipment and reaches the Customer's Services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the Customer's Services. In this regard, the Customer must ensure that it has the adequate resources to administer the configuration of the Customer's Services properly.

8.9 As a reminder, the mitigation does not in any way exempt the Customer from being solely responsible for ensuring the security of his Services, implementing security tools (firewall, etc.), periodically updating his system, backing up his data and ensuring the security of his software (scripts, codes etc.).

ARTICLE 9: GEOLOCATION
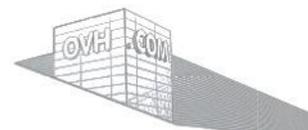
9.1 At the time of the creation of an Instance, an Object Storage Container, or an Archiving Space, the Customer chooses where he wishes to locate his Service among the available datacentres.

9.2 The Customer acknowledges and accepts that he is also subject to the legislation applicable on the territory where the Infrastructures supporting his hardware and data are located.

9.3 The Customer therefore acknowledges the ability of OVH to suspend the Service should it be used for a prohibited activity in the physical location of the hardware provided by OVH.

9.4 Similarly, regarding geolocated IP addresses, the Customer agrees to ensure that he does not use the Service to breach legislation applicable in the country for which the IP address is declared. If the Customer uses the Service in this way, OVH may be forced to suspend every one of the Customer's geolocated IP addresses.

9.5 Each of the Datacenters where the Instances composing a Public Cloud Project are located benefits from a monthly amount of free public traffic to be consumed by those Instances. For the majority of the Datacenters, this amount is unlimited. When limited, any extra traffic consumption shall give rise to additional invoicing. The list of the Datacenters concerned by those limitations, as well as the amount of free public traffic and the applicable rates for extra public traffic are available on OVH website.

ARTICLE 10: SNAPSHOTS

10.1 OVH provides a feature enabling the Customer to make "instantaneous" copies (or "Snapshots") of the Instance.

10.2 Please be aware that OVH reminds the Customer that a Snapshot is not a perennial backup of the data of the Instance. It is rather an "instantaneous" copy of the Instance. As a result, a Snapshot does not, under any circumstances, exempt the Customer from its obligation to back up his data in accordance with Article 6 in this contract.

10.3 By default, Snapshots are of unlimited duration and invoiced under the conditions set out below in Article 13.

10.4 The Customer may restore his Instance from any Snapshot. In this case, any data on the Instance will be deleted and the data on the selected Snapshot will be restored.

ARTICLE 11: SERVICE LEVEL AGREEMENT (SLA)

11.1 OVH shall meet the following service level targets:

  (a) CLOUD Instances :
     Monthly availability rate: 99.999%

  (b) VPS-CLOUD Instances:
     Monthly availability rate: 99.99%

(c) VPS-SSD Instances:
Monthly availability rate: 99.95%

(d) Object Storage Containers:
Monthly availability rate: 99.9%
Monthly durability rate of stored data: 100%.

"**Monthly availability rate**" means: the total number of minutes in the month minus the number of minutes of unavailability in the month in question, divided by the total number of minutes in the month in question.

"**Unavailability**" means that: the loss of access to and inability to reboot the Object Storage Container of the Customer, for more than three (3) consecutive minutes from the moment an incident ticket has been opened by the Customer. Loss of connectivity is ascertained by OVH particularly through the implementation of ARP PING type of monitoring requests (Address Resolution Protocol). Unavailability is calculated by OVH starting at the creation of the incident ticket. Should OVH not be able to perform the aforementioned monitoring operations due to certain configurations that were done by the Customer, the Availability agreement provided for above will not be applicable.

"**Durability**" means that: the capacity of OVH to provide the Customer access again to the data that was stored in the Object Storage Container prior to an incident of unavailability which has been duly notified (see the following conditions). The Durability agreement is applicable solely for the Object Storage Service, with the exclusion of the other Storage Space offered by OVH in the OVH Public Cloud service. OVH's Durability agreement does not in any way constitute a guarantee for the Customer against loss of his content and data. The Customer remains responsible for the backup of his data and the management of business continuity as provided in the aforementioned article 6.16.

The service level targets described in Article 11.1 above are in place, subject to the exclusions listed below at Article 11.4, and provided that the Customer works with OVH to restore the Service in the event of unavailability.

In the event of unavailability, the Customer must report the incident and shall provide OVH with all relevant information useful for the diagnosis and intervention by OVH. The Customer agrees to remain constantly available in order to collaborate with OVH including by providing further information and carrying out all the necessary tests and checks. If necessary, the Customer agrees to give access to its management interface. If the Customer is not available or does not cooperate with OVH, it cannot benefit from the service level targets defined above in Article 11.1.

The above commitment does not under any circumstances apply to the availability of components that are under the responsibility of the Customer, in particular the software or applications installed and used by the Customer on the Instance. In the event of a change of Instance following an incident, the Customer is responsible for reinstalling or reinitialising their software and application, and restoring the data and information that were stored on it.

OVH employs technical tools that enable the Customer to monitor Instances, in particular via PING requests. The service level targets defined in Article 11.1 do not apply where OVH is unable to perform the technical operations necessary to monitor Instances as a result of the Customer's configuration of the Instance.

11.2 If OVH ascertains that the Instance or Object Storage Container is available and fully operational, OVH shall be absolved of its obligations under the service levels defined in Article 11.1 above. However, under these circumstances, OVH, at the request of the Customer, agrees to assist the Customer in identifying the source of any difficulties found by the Customer.

If OVH ascertains an unavailability, it will complete the diagnostic and work in collaboration with the Customer to re-establish availability.

11.3 If the service level targets defined above in Article 11.1 are not achieved, the Customer may, apart from the cases of exclusion numbered below, request the following service credits:

- Failure to respect the availability rate:

  Where the monthly availability rate in Article 11.1 is not achieved, reimbursement equal to 0.5% of the monthly fee paid by the Customer for the unavailable components (Instance or Object Storage Container) affected by the unavailability per consecutive sequences of one (1) minute (beyond the first three (3) consecutive minutes of lost access or connectivity), up to 50% (fifty percent) of said monthly rate for the Instances and 100% of the monthly amount invoiced with respect to the said unavailable Object Storage Containers.

- Failure to comply with the Durability rate of data stored in Object Storage:

  Where the monthly durability rate in Article 11.1 is not achieved, reimbursement equal to 100% of the monthly fee paid by the Customer for the affected Object Storage Container.

Following the receipt of the Customer's claim for service credits, OVH shall subtract Service Credits from the Customer's next monthly invoice the amount to be credited. Any request by the Customer for service credits under Article 11.1 must be sent to OVH within one month of the closure of the incident ticket to which the service credit relates. Failing this, the Customer can no longer obtain any compensation. The credit must be applied by the Customer to the use of the Public Cloud Service during the calendar month following the date the credits were applied to the Customer's OVH Account, failing which the credits will be lost and can no longer be used. Credits cannot in any way be reimbursed to the Customer in cash.

It is expressly agreed that the aforementioned service credits are the Customer's sole remedy for all damages, losses, liabilities, costs and expenses resulting from OVH's failure to comply with its obligations under Article 11.1. As such, the Customer will renounce any further requests, claims and/or action.

If an event leads to a non-compliance with several Service level agreements, credits cannot be cumulated. The credit that will prove to be the most favourable for the Customer will be applied.

11.4 The Customer may not claim for service credits under Article 11.3 above where the unavailability or lack of Durability results, in whole or in part, from
(i) events or factors beyond control of OVH, including but not limited to events of force majeure, actions of a third-party, internet connection issues, the malfunction of the internet, the

malfunction or misuse of hardware or software under the control of the Customer (in particular applications running on the Instance),

(ii) a breach of the obligations of the Customer pursuant to this Contract (in particular failure to collaborate with OVH to resolve the incident),

(iii) the misuse or inappropriate use of the Service by the Customer (in particular the misuse of the Instance or OVH Management Interface),

(iv) scheduled maintenance,

(v) an interruption caused by OVH's intervention under the Conditions set out in Article 6 of this document, or

(vi) computer hacking or piracy.

In such cases, excluding point (iv), OVH reserves the right to invoice the Customer for the cost of the work done to re-establish the availability of the Services. OVH shall provide a quotation for such work which shall be sent to the Customer for approval.

OVH shall use all reasonable endeavours to establish the cause of the unavailability, and confirm which exclusion set out above applies. OVH shall be permitted to use components in its information system (such as connection data) for this purpose.

ARTICLE 12: DURATION OF CONTRACT AND SERVICE

12.1 The Contract shall commence from the date it is subscribed to by the Customer, and shall remain in force for an indefinite period. It may be terminated in accordance with OVH's general terms and conditions.

12.2 The Customer may choose, based on their requirements, to create and delete all or part of the Service (in particular Instances and Object Storage Containers and Archiving Space) via their Management Interface.

12.3 There is no minimum duration of use. However, any hour or month started shall be invoiced by OVH and paid in full by the Customer, in accordance with the conditions set out in Article 13 below.

12.4 Instances, Object Storage Containers and Archiving Space on which the data of the Customer is stored shall remain available from month to month, unless the Customer requests the deletion of the Service via the Management Interface.

ARTICLE 13: PRICES, PAYMENT METHODS AND BILLING

The prices are available at http://www.ovh.com.sg. These prices are quoted exclusive of VAT.

13.1 Instances and associated components

The price of Instances and, where necessary, associated components (such as the operating system and Storage Space), depends on the pricing model chosen by the Customer and the period during which the Instances and associated components are provided to the Customer.

OVH Singapore PTE Ltd.
135 Cecil Street, #10-01 MYP Plaza, Singapore 069536

The Customer may choose from two pricing models:
- An hourly payment plan
- A fixed-rate monthly payment plan

The fixed-rate monthly payment plan allows the Customer to use an Instance (and where necessary the associated components) during the full calendar month during which the Instance was created.

If the Customer creates an Instance during the month, the aforementioned fixed-rate monthly payment plan shall be invoiced on a pro-rata basis for the number of hours that remain in the month, starting from the date of creation of the Instance to the end of the month in question (the hour of creation of the Instance is counted as a full hour).

The fixed-rate monthly payment plan (in full or on a pro-rata basis under the conditions detailed above) shall be paid in full by the Customer. This also applies where said Instance is deleted before the end of the calendar month in question. Any component (Instance and associated components) that is invoiced at the fixed-rate monthly payment plan and not deleted shall continue to be invoiced from month to month by OVH to the Customer at the fixed-rate monthly rate that applies in the above conditions.

With regards to the hourly payment plan, any hour started shall be invoiced by OVH and paid in full by the Customer. This also applies where the Instance is created and/or deleted during the same hour.

Any created Instance (including any associated components) is invoiced to the Customer in accordance with the conditions set out in this Article, even if the Instance is not used. An Instance, including any associated components, is deemed to be created as soon as the Customer validates it in the Management Interface or the API. Once it is created, it will appear in the Management Interface. The provision of the Instance will come to an end once it is deleted. It shall be stated that any Instance that has been deactivated but not deleted shall continue to be invoiced by OVH. The status of the Instance may be seen in the Customer's Management Interface.

13.2 Object Storage Containers and Archiving Space

The price of using distributed Storage Space (Object Storage Containers, Archiving Space and SNAPSHOT Storage Space) varies depending on the quantity of Storage Space used, duration of use of the Storage Space and the volume of incoming and outgoing traffic.

With regards to the provision of the Storage Space:

Storage Space shall be charged on hourly rate basis, charged per gigabyte.

The gigabyte of Storage Space is always charged as a whole, even if it is not fully used (rounded to the superior gigabyte).

Any hour during which a gigabyte of Storage Space is used, is charged and due in full by the Customer, even if the use of a gigabyte of Storage Space starts and/or is deleted during the hourly time slot.

With regards to the outgoing traffic of the Storage Space:

OVH shall charge for this on a pay-per-use rate, charged per gigabyte of incoming and outgoing data. "*Gigabyte of incoming data*" means gigabyte of data sent to the Storage Space, regardless of its origin (from the internet and/or the OVH network and/or a third-party private network). "*Gigabyte of outgoing data*" means gigabyte of data sent from the Storage Space, regardless of its destination (towards the internet and/or the network of OVH and/or a third-party private network).

Any incoming or outgoing traffic resulting from requests is charged, except in the event of an HTTP error.

Notwithstanding the foregoing, incoming traffic to the Object Storage Containers will not be billed to the Customer.

The provision of the "local" Storage Space (directly attached to the Instance) and the incoming or outgoing traffic sent from the "local" Storage Space is included in the price of the Instance.

13.3 General Information

The Customer may create and delete Instances via the Management Interface. Where several payment plans exist, the applicable rate is determined by the Customer in the Management Interface at the moment of creation of the component concerned (for example the creation of an Instance).

Where the fixed-rate monthly payment plan is applied, the Service shall be invoiced for the remainder of the calendar month a few moments after the creation by the Customer of the component (Instance and associated components).

Where the hourly payment plan or pay-per-use is applied, the Services shall be invoiced on a monthly basis in arrears at the start of the calendar month that follows the month of use, based on the consumption evaluated by OVH. OVH reserves the right to invoice the cost of these Services to the Customer before the end of the said calendar month of use in the event that the Services used by the Customer during said month reach a significant total amount.

The provisioning time is evaluated by OVH based on the data available on its operating system. The data is considered binding and fully enforceable on the Customer.

The payments shall be made by the Customer three (3) days from the invoice date, by automatic transfer from the Customer's credit/debit card, Paypal® account or Customer's OVH Account.

The Customer agrees to always retain a sufficient amount, in the bank account and their chosen payment method, to pay for their invoices within the agreed deadlines.

If OVH is unable to take payment from the payment method, an email shall be sent to the Customer requesting settlement of the outstanding amount as soon as possible. In the absence of prompt payment, the Service will be suspended by OVH for non-payment.

ARTICLE 14: TERM, LIMITATION AND TERMINATION OF SERVICES

14.1 Each party may terminate the Contract without liability to the other party in an Event of force majeure under the conditions fixed by the OVH General Conditions of Services.

14.2 In other cases, the Customer is free to terminate the Contract by sending a termination request in writing to the address in the footer of this contract.

14.3 In all cases where the Customer breaches the provisions of Article 6 in these specific terms and conditions, particularly by carrying out any expressly prohibited activity using the OVH's servers and/or publishing expressly prohibited content on the OVH's servers and/or any activity that could potentially give rise to civil and/or criminal liability and/or affect the rights of third parties, OVH has the right to disconnect and/or interrupt the Customer's services immediately and without prior notification and to terminate the Contract with immediate effect and without notice to the Customer, without prejudice to the right to damages that OVH may claim.

14.4 At the end of this Contract, regardless of the reason for termination, the Customer's Instances, Object Storage Containers and any associated components and stored data shall be deleted.

14.5 In the event of any Customer breach and where OVH elects not to terminate for breach, Services will be either restricted, limited or suspended depending on the gravity and the frequency of the breach. The measures will be determined based on the nature of the breach(es) established.

14.6 The Customer accepts in advance that OVH shall implement restriction, limitation or suspension measures of the Service where OVH receives a notification accordingly from a competent administrative, arbitration or judicial authority, pursuant to the appropriate applicable laws.

ARTICLE 1: SERVICE DESCRIPTION

As part of the Service, OVH provides the Customer with a solution based on the Kubernetes open-source system hosted by the Cloud Native Computing Foundation®, allowing the Customer's containerised applications and underlying resources (including computing instances and additional disks) to be orchestrated via an API within the OVH Public Cloud.

As such, the Customer benefits from a Kubernetes cluster (hereinafter "Cluster") associated with a Public Cloud project. Once this Cluster is associated with a project, the Customer can configure the said Cluster and add/remove resources such as nodes (Instances), persistent volumes (additional disks) or load balancers via the API developed and provided by OVH, and orchestrate its resources through the standard Kubernetes API.

Resources orchestrated as part of the OVH Managed Kubernetes Service (such as Public Cloud Instances, etc.) remain subject to the Terms and Conditions of Service, and in particular to the Specific Conditions applicable to them.

ARTICLE 2: TERMS AND CONDITIONS OF USE

2.1. Requirements

To be able to use the Service, it must be associated with a Customer's OVH Public Cloud Project.

2.2. Cluster management and updates

The main infrastructure in charge of management of the Cluster (hereinafter "Master Infrastructure") is dedicated to the Customer, hosted, managed and maintained in operational condition by OVH. As such, the configuration of the Cluster performed by the Customer is backed up by OVH on its own infrastructure, located in the same availability zone as the Cluster, as part of the Service. However, this does not constitute a permanent backup of the Customer's configuration. It is the sole responsibility of the Customer to carry out any operation necessary to preserve their configuration, taking into account the level of criticality of the Service to the Customer's activity and their risk analysis, in particular in the event of a Service shutdown or maintenance, version upgrade or update operations.

As part of the Service, OVH is responsible for installing and updating the components of the Master Infrastructure as well as software components, such as operating systems, present on the Cluster's nodes or "worker machines". The Customer is in charge of managing the resources orchestrated within their Cluster, with the exception of the Master Infrastructure.

OVH strongly recommends that the Customer does not interact directly, in particular through their Management Interface or via the OpenStack API, with the resources managed as part of the Managed Kubernetes Service.

OVH reserves the right to upgrade its operating systems and pre-installed applications, in particular by carrying out any updates and/or version upgrades it deems necessary. In the event that it is necessary to update an operating system or application being used by the Customer, this update is carried out in accordance with the update strategy chosen by the Customer in the Service configuration. OVH shall not be held liable in this respect if the Customer has refused updates or blocked OVH from accessing the nodes.

In order for the Managed Kubernetes Service to orchestrate the resources constituting the Customer's Cluster according to the rules defined by the Customer via the API, the Customer expressly accepts that the said Service may automatically add, delete and/or modify resources, and acknowledges that they are liable for all costs related to the use of these resources.

2.3. Location

The location of the Cluster is selected by the Customer at the time of its creation from among the available Datacentres.

ARTICLE 3: SERVICE LEVEL OBJECTIVES

In order to provide a quality Service, OVH strives to maintain high availability of the Master Infrastructure in order to achieve a monthly availability rate of the Kubernetes API server greater than or equal to 99.5%.

However, since the Managed Kubernetes Service is provided by OVH to the Customer free of charge, this monthly availability rate is not guaranteed and no compensation can be granted to the Customer in the event of non-compliance with this.

The resources orchestrated by the Managed Kubernetes Service (and in particular the Instances constituting the nodes hosting the Customer's containers) are subject to the service level commitments defined in the Specific Terms and Conditions of Service applicable to them.