

DEFINITIONS:

Cloud: *Technology that uses remote execution resources and storage.*

General Condition: *The General Terms and Conditions of Service available online at www.ovh.co.uk.*

Host Server: *Physical Server with a memory load and a processor load. Configured and administered by the Customer within the PrivateCloud®, it is designed to accommodate one or more virtual machines.*

Infrastructure: *The structure established by OVH to accommodate the Customer's PrivateCloud®, including in particular the network, the bandwidth and the Virtualisation.*

Management Interface: *The "Manager" space is accessible by the Customer from <https://www.ovh.co.uk/managerv5/> after identification by inputting its customer identification and corresponding password.*

OVH Limited: *a private company incorporated and registered in England and Wales with company number 05519821 whose registered office is situated at 3 Southwark Street, London, SE1 1RQ.*

Pack: *A Host Server and Storage Space configured in a Virtual Datacentre.*

PrivateCloud®: *All of the Virtual Datacentres hosted on the OVH Infrastructure. The PrivateCloud® is managed by the Customer through its management interface and the Virtualisation interface. PrivateCloud® is a registered trademark of OVH.*

PrivateCloud® Terms: *These terms and conditions, which shall take effect as special conditions referred to in the General Conditions.*

Storage Space: *Disk space allocated to the Customer which allows him to store data on servers hosted in the Virtual Datacentre in a centralised and secure manner.*

Virtual Datacentre: *A non-physical Datacentre composed of a Pack of additional resources subscribed by the Customer for Virtual Machines and a private network.*

Virtual Machine: *A non-physical server that uses Virtual Datacentre resources and is installed on the PrivateCloud® network. Each virtual machine is independently managed from any other within the Customer's Virtual Datacentre and is subject to the Virtualisation License.*

Virtualisation: *Technology that allows multiple virtual servers to operate on real infrastructures.*

Virtualisation Interface: *Third party software provided by OVH that allows the Customer to manage his PrivateCloud®, and in particular to establish and manage their Virtual Machines.*

ARTICLE 1: PURPOSE

- 1.1 These special conditions supplement the General Conditions and shall govern the provision by OVH of the PrivateCloud® to the Customer.
- 1.2 Unless otherwise defined in these PrivateCloud® Terms, terms and phrases shall have the meanings given to them in the General Conditions.
- 1.3 The Customer expressly acknowledges that OVH has no responsibility for the administration of the Customer's Service.
- 1.4 Should any conflict arise between the General Terms and those PrivateCloud® Terms, these PrivateCloud® terms shall prevail.
- 1.5 Headings shall not affect the interpretation of clauses.
- 1.6 The singular shall include the plural, the masculine shall include the feminine, and vice versa

ARTICLE 2: MEANS

- 2.1 OVH shall provide the Customer with access to a PrivateCloud® composed of Virtual Datacentres, that has a private and secure network (the “Service”). Due to the highly technical nature of their Service, OVH shall not be liable for downtime to the Service caused by routine or emergency maintenance by OVH or occasioned by the acts or omissions of third parties.
- 2.2 The Customer confirms that it has all the necessary technical knowledge to ensure the correct administration of the PrivateCloud®.
- 2.3 The Customer shall be the sole administrator of the Virtual Datacentres which comprises the PrivateCloud®. OVH’s obligations in relation to administration of the PrivateCloud® are limited solely to maintenance actions on the Infrastructure and the provision of an energy supply and the network connection to the Customer's PrivateCloud®.
- 2.4 The Customer undertakes to use the Service, including the network resources allocated to it, in good faith. In case of abnormal use of Infrastructure resources generated by the Service, OVH reserves the right to terminate the Customer's PrivateCloud® Service according to the provisions of Article 7 hereof.

ARTICLE 3: TECHNICAL SUPPORT

OVH LIMITED 3 Southwark Street LONDON SE1 1RQ
Registration number: 5519821 – VAT number GB 918 7594 74
Hotline: 020 7357 6616 Fax: 020 7378 7703
Website: www.ovh.co.uk – email: customersupport@ovh.co.uk

3.1 OVH may provide technical support which it may in its discretion modify or withdraw from time to time. Details of this service are available at www.ovh.co.uk. OVH also offers users the opportunity to share their problems on the forum available at <http://forum.ovh.co.uk> or on the dedicated PrivateCloud® mailing list: pcc@ml.ovh.net.

ARTICLE 4: CONDITIONS OF USE OF SERVICES

4.1 OVH provides Customers different pack configurations which are described more fully online at www.ovh.co.uk.

4.2 OVH shall provide the services selected by the customer which shall include a Host Server, Storage Space, and any other additional service which OVH has offered and the customer has accepted.

4.3 The range of the host server determines the features available on the Virtual Datacentre. Activating some features may require a minimum number of host servers.

4.4 From the start of the Service, the Customer may access his Virtualisation Interface. By default, access to the Virtualisation Interface is limited to two simultaneous accesses per PrivateCloud®. Any additional simultaneous access will be charged separately as an extra cost.

4.5 The Customer may connect to the management interface to monitor its data usage and to manage its Packs. The Customer may view its Virtual Datacentres and order any additional resources required.

The Customer may also view its billing status in this interface.

ARTICLE 5: DESCRIPTION OF SERVICE

5.1 The PrivateCloud® Service is a Service provided solely to businesses, and by entering into this agreement the Customer warrants that it is entering into this agreement for the purposes of business or trade.

5.2 The Customer shall manage all IP address resources related to its PrivateCloud® properly to ensure the proper functioning of the Service. The Customer shall assign an IP address to each of its Virtual Machines and is solely responsible for the utilisation of all IP addresses assigned by OVH.

5.3 Each PrivateCloud® has its own private network. The output bandwidth of the PrivateCloud® is limited to a maximum volume of data set out on www.ovh.co.uk from time to time. Beyond this limit, any additional consumption will be billed to the Customer at the current rate as shown on www.ovh.co.uk. The Customer may view the traffic volume recorded for the current month in the management interface.

5.4 In relation to each Virtual Datacentre, the Customer shall be the sole administrator of its resources and may purchase additional resources (Increase resources, Host Servers, Storage Space).

5.5 The Customer shall be the sole administrator of the Host Servers and Storage Spaces and must always ensure that it has the adequate resources to ensure the smooth functioning of its Virtual Machines.

ARTICLE 6: OBLIGATIONS OF OVH

6.1 OVH will use reasonable endeavors to provide and deliver a service in accordance with good industry practice.

6.2 OVH shall use reasonable endeavors to maintain the Infrastructure in an operational state. OVH will use reasonable endeavors to repair or replace the defective part as soon as is reasonably possible unless that failure is not of its making, or any other procedure that would require an interruption of service exceeding the usual time of replacement. In the latter case, OVH will notify the Customer.

ARTICLE 7: OVH's CAPABILITY

7.1 OVH shall not be liable for any information, sound, text, images, items, data accessible on websites hosted on the Customer's PrivateCloud® which is transmitted or uploaded by the Customer.

7.2 OVH does not backup specific Customer data hosted on the PrivateCloud®. The Customer warrants that it shall regularly perform a full data backup. The Customer shall take all measures necessary to protect its data from any loss or damage.

7.3 OVH's liability is set out in clause 4 of the General Conditions.

7.4 Without prejudice to any other rights it may have, OVH may in its discretion and without notice limit or suspend the Customer's rights and/or access to any Service if:

(a) the Customer is in breach of the Contract;

(b) it is entitled to terminate the Contract in accordance with clause 11 of the General Conditions; or

(c) it determines that the Customer's use of a Service poses a security risk to the Infrastructure, to OVH, or to any third party, may adversely affect the systems or content of OVH or any third party, or may subject OVH, its affiliates or any third party to liability.

ARTICLE 8: OBLIGATIONS AND LIABILITY OF THE CUSTOMER

8.1. The Customer warrants that it has the power, authority and capacity necessary for the conclusion and implementation of the obligations set forth herein.

- 8.2. The Customer undertakes to provide and keep up to date valid contact information: including a Surname, Firstname, organisation name if applicable, mailing address, telephone number and email address.

The Customer is reminded that OVH's obligations under these PrivateCloud® Terms are limited to providing the material and network resources needed for the PrivateCloud®. As such, OVH has no obligation in relation to the content of sites stored on the Service, the contractual relationship between the publishers of those sites and their host, or the administration of the Virtual Machines established on the Customer's Service.

- 8.3. The Customer is the sole administrator of the PrivateCloud ® and is solely responsible for the management of the data stored on the Service. The Customer is responsible for making the required backups to ensure the continuity of its Service and activities.
- 8.4. The Customer shall establish an easily accessible and visible system that allows any person to notify the Customer of any content provided by the Customer by this Service which glorifies crime against humanity, incite to racial hatred, pornographic, an incitement to violence and injury to human dignity, or in any other way illegal or immoral and that for the avoidance of doubt taken from such information as soon as possible once notified.
- 8.5. The Customer undertakes to respect the rights of third parties, including as rights of intellectual property such as copyrights, licensing, rights to patents or trademarks.. The Customer shall not make available to the public through sites hosted on the PrivateCloud® any files, hypertext links, or proxy in violation of third parties including copyright and/or intellectual property rights.
- 8.6. OVH shall not be liable for any Service malfunction resulting from any use by the Customer or its staff or any person to whom the Customer has provided a password or passwords for the Service. Similarly, OVH accept no liability for the loss of the above passwords.
The Customer is solely responsible for managing access to its Virtualisation Interface. Any connection, Service change or orders made through the Management Interface or Virtualisation Interface is presumed to be performed by the Customer and thereby committing to his responsibility.
To maintain the level of security for the Customer's Service and all the Services present on its infrastructure, OVH may from time to time announce updates by email via the mailing list pcc@ml.ovh.net.
At the same time, the Customer shall regularly check its Management Interface for updates that will be required on its Service. If the Customer fails to update the Service, it shall be a breach of the Contract.

The Customer undertakes not to send unsolicited email, or SPAM, from his Service. Failure to comply with this code may result in the suspension of the PrivateCloud® at the origin of the sent unsolicited emails and / or termination of the Contract.

- 8.7 The Customer acknowledges that for security reasons, some features and protocols (such are IRC or peer to peer file sharing) may be subject to limitations from the Service. Proxies and anonymisation services are strongly discouraged from the Service. The Customer shall not use any of the Services to create or host a proxy server or any other form of anonymisation service.
- 8.8 The Customer's responsibility shall use the Service in accordance with all applicable Virtualisation Licences.
- 8.9 OVH reserves the right to exercise compliance controls in relation to the Customer's use of Service.
- 8.10 The Customer shall defend, indemnify and hold harmless OVH against any liability, cost, expense or damage suffered or incurred by OVH which arises out of or in connection with any third party claim concerning any content provided by the Customer.

ARTICLE 9: CONTRACT DURATION AND RENEWAL OF SERVICE

- 9.1 This Contract shall commence on the earliest of the date this Contract is confirmed by OVH and the date the Customer commences using any Service. The term of the agreement shall automatically be extended for a month (Extended Term) at the end of the Initial Term and at the end of each Extended Term, unless either party gives one month's written notice to the other to terminate this Contract. Customer shall send such written notice to OVH at the following address:

OVH Limited, 3 Southwark Street, LONDON SE1 1RQ

ARTICLE 10: PRICES, PAYMENT METHODS AND BILLING

- 10.1 The fees for the PrivateCloud® are available at www.ovh.co.uk.
- 10.2 These prices are quoted exclusive of VAT and the Service is intended exclusively for professionals. The rate indicated on the order published by OVH does not include charges for additional services or excess volume usage.
- 10.3 OVH accept payment by credit card or by debit card. Payment is due in advance and may only be made to a full months service.

Payment for the renewal of the Service may be made by credit/debit card. The renewal is made in accordance with the provisions of Article 7 of [OVH's General Terms and Conditions of Service](#).

- 10.4 Any default in payment or improper payment, (including without limitation attempted payment of an incorrect or incomplete amount, or which does not contain the required references, or by a mean or a procedure not accepted by OVH) will be rejected by OVH.
- 10.5 On commencement of this Contract, the Customer must pay the cost of installing the service in addition to the monthly rate applicable to the pack of its choice together with the price of any resources or options, of to which it may also have subscribed.
- 10.6 OVH will then charge fees on a monthly basis (or as otherwise agreed) throughout the term of this Contract.
- 10.7 Access to the Virtualisation Interface is limited to two simultaneous accesses per PrivateCloud®. Any additional simultaneous access will be billed to the Customer, and automatically renewed every month until terminated by the Customer.
- 10.8 The output bandwidth of the Pack is subscribed to by the Customer is limited to a maximum volume of data. All consumption per gigabyte beyond the limit determined by OVH, as shown in the Customer's management interface, will be billed at the end of the month at the then current rates shown on www.ovh.co.uk.
- 10.9 Prior to the end of any month, OVH may require the Customer to pay the amount of consumed resources and / or options subscribed to during such month, when the price payable for said resources and/or subscriptions exceeds any credit limit extended by OVH to the Customer.
- 10.10 In certain circumstances, OVH may require the Customer to pay a deposit in respect of the Services.
- 10.11 Without prejudice to any other rights it may have, OVH may in its discretion refuse to accept any order placed by the Customer if the Customer defaults in respect of any payment due to OVH..
- 10.12 OVH may offer the Customer the option to temporarily increase the storage space of its Virtual Datacentre and /or add Host Servers to his Virtual Datacentre. These features shall be billed according to the Customer's base rate applicable to the new configuration and available on www.ovh.co.uk. Each started hour is charged. The Customer shall be billed at the end of the current month for all the temporary changes associated with his Virtual Datacentre during the month.
- 10.13 Any additional simultaneous Virtualisation Interface accesses that were unanticipated at the Customer's subscription to the Service will be billed to the Customer at the end of the month at the applicable rates which can be viewed at www.ovh.co.uk.
- 10.14 Additional resources (including without limitations – additional Host Servers or Storage Space), additional bandwidth or additional options may also be billed per hour of use. In this case, OVH may bill in respect of there terms at the end of the month in

which they were used, amount corresponding to the price of all the services subscribed by the Customer for the month that were billed by the hour, and any additional bandwidth traffic.

10.15 Without prejudice to any other rights it may have under this Contract, if any sum owed by the Customer to OVH remains unpaid for more than 20 days, OVH may terminate this Contract and delete the Customer's data.

ARTICLE 11: RIGHT TO CANCEL

The provisions of Article 10 of [OVH's General Terms and Conditions of Service](#) do not apply to this Contract and are specifically excluded.

ARTICLE 12: TERMINATION, LIMITATION AND SUSPENSION OF SERVICE

On termination of this Contract (for whatever reason), OVH may delete any data belonging or related to the Customer which is within its control (including but not limited to data situated on the infrastructure).

The Customer may also request the closure of its services through its management interface.