SPECIFIC TERMS OF SERVICE: CDN INFRASTRUCTURE
Version dated 13/07/2023

1. PURPOSE

1.1.   **Service delivery.** The purpose of these Specific Terms of Service is to define the technical and financial conditions under which OVHcloud is providing the service set out in Article 2 (Description of the Service).

1.2.   **Contractual framework.** These terms supplement the OVHcloud General Terms of Service currently in force, which are applicable to the Service. If there is a contradiction between the two, these Specific Terms of Service prevail over the General Terms of Service.

2. SERVICE DESCRIPTION

2.1.   **Purpose of the Service.** The Service allows the Client to use OVHcloud's content delivery network in order to improve the security and display performance of their Websites for its Users under the conditions set out in this document.

2.2.   **Content of the Service.** The Service consists of storing the different Static Content corresponding to the Client's Website in the Cache for each Point of Presence, allowing a faster display of the content during subsequent visits, in line with the configuration rules set by the Client. As part of the Service, only Dynamic Content remains directly uploaded to the Client's Web Hosting plan. Website display for the User is improved, and the Web Hosting service is under less pressure. The total traffic corresponding to outgoing connections to Users is deducted from the Traffic Credit associated with the Client's Service.

2.3.   **Services not included.** The Service does not include services relating to the Hosting of the Website (including support relating to it), or the registration of the domain name. Therefore, these Specific Terms of Service are not intended to govern services related to the Hosting of the Website (including support) or the terms and conditions of domain name management. These exclusions are presented as examples and are not intended to be exhaustive. The Client is free to subscribe to the OVHcloud Web Hosting plan, subject to conditions different from these, or to subscribe to a third-party solution.

3. PREREQUIREMENTS/CONDITIONS FOR PERFORMING THE SERVICE

3.1.   **Capacity and permissions**. The Client agrees to have sufficient rights with regard to the Domain Name, the Web Hosting plan and the SSL certificates used in conjunction with the Service.

3.2.   **Valid contact details.** The Client agrees to provide valid contact details that enable their identification, including first name, surname, organisation (where applicable), postal address, telephone number, and email address. OVHcloud reserves the ability to request supporting evidence for these details, and the Client must send them within 72 hours of OVHcloud's request. If the supporting documents fail to be provided, OVHcloud reserves the right to suspend the Client's Services.

3.3.   **Domain name.** To use the Service, the Client must have at least one valid Domain Name. The Service requires the Client to fully administer their Domain Name(s). As a result, the Client must own the Domain Name(s) or be duly authorised by their holder.

3.4.   **Web hosting.** The Client must also have at least one hosting plan on which their website data is stored. The Web Hosting plan can be set up directly with OVHcloud by subscribing to a relevant service, where separate terms and conditions apply, or with a third-party hosting provider.

3.5.   **Settings.** The Client must also have the technical and human resources necessary to configure the Service. The configuration of the Domain Name(s)' DNS servers must be modified by the Client in order to redirect their Users to the CDN to display their Website(s). If the Client does not redirect to the CDN, they will not be able to use the Service features. As of this modification and subject to the propagation of the DNS server modification, requests from Users accessing the Website will be automatically redirected to the CDN server which will retrieve the Static Content directly from the Client's hosting service. These configuration rules are not exhaustive, and are supplemented in particular by the conditions for installing the Service sent by OVHcloud via email after confirming the Order.

3.6.   **Updated content distributed by the CDN.** The modifications made by the Client to the Website(s) will only be effective as of the expiration of the determined TTL for static content. Users accessing the Website will only be able to view the changes made after the expiration of the TTL.

3.7.   **Points of presence.** The Client may consult the list of Points of Presence corresponding to the locations in which OVHcloud has CDN Servers on the OVHcloud website. The Client cannot determine which Points of Presence they wish to activate for their service; all Points of Presence are activated by default. OVHcloud alone determines the optimisation of the Service, including selecting the most direct Point of Presence when a User visits the Client's Website. OVHcloud reserves the right to change the location of its Points of Presence during the term of the Contract. OVHcloud shall inform the Client wherever possible and within a reasonable time of any potential service interruption or temporary or permanent relocation from a Point of Presence to another country. The notification will be sent by email and/or displayed on the dedicated OVHcloud website (e.g. https://www.status-ovhcloud.com/). If the Point of Presence is moved outside the European Union, OVHcloud will inform the Client in advance, under the conditions set out in Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of persons with regard to the processing of personal data and on the free movement of such data ("GDPR"). In the event of subcontracting by OVHcloud, OVHcloud shall inform the Client in accordance with the "processing of personal data" annex or "DPA", and in particular Article 7.3 thereof.

3.8.   **Usage restrictions.** The usage restrictions are set out in these Specific Conditions and in the technical documentation accessible via the OVHcloud website. The Client agrees to use this Service in good faith. As such, the Client may not, among other things, configure more than 1,000 IP addresses or domain names on a CDN server. Only one origin server can be configured per Domain Name. The Client

agrees to not use the Service to stream video or audio content through streaming technology. OVHcloud reserves the right to carry out checks of the Client's use of the Service in compliance with this document.

3.9. **Positive balance of Traffic Credits.** The Service is implemented provided that the Client is up-to-date with their payment obligations, and that they have a positive Traffic Credit balance. If the Client consumes all of the Traffic Credits available on their Management Interface, the Service will be automatically and immediately suspended, without prior notice, and access to the website will be managed by the Hosting service directly.

4. OVHcloud's OBLIGATIONS

4.1. **Reasonable endeavours obligation.** To the extent technically and commercially possible and reasonable, OVHcloud agrees to:

- Administer the OVHcloud Infrastructure and Cache Servers, independently of the administration of the Website still under the responsibility of the Client; and
- Keep the Cache servers in good working order. In the event of one of them failing, OVHcloud will carry out, subject to technical feasibility, the operations of switching to another Cache Server in a manner that is transparent to the Client in order to limit the risk of Service interruption or access to the Client's Website.

5. LIABILITY OF OVHCLOUD

5.1. **Client's website.** The provision of this Service does not in any way interfere with the Hosting subscribed to by the Client. Furthermore, OVHcloud cannot guarantee a level of speed optimised by the implementation of the Service, which depends mainly on the Customer's Website, its Content, and the areas that Users access.

5.2. **Reactivation procedures.** In the event of a suspension of the Service due to the consumption of all of the Traffic Credits, OVHcloud cannot guarantee the reactivation of the Service immediately following the Client's payment for new Traffic Credits.

5.3. **Data storage.** The Service does not exempt the Client from taking any measures to back up their Hosting plan data. Likewise, OVHcloud cannot under any circumstances transfer a copy of the data stored on the CDN Server, as the data is stored only for the duration determined by the TTL and for the purposes of this Service. It is therefore the Client's responsibility to take all necessary measures to back up their data in the event of loss or deterioration of their Website, for whatever reason, including those not expressly mentioned in this document.

5.4. **Statistics.** The Service also provides statistics that enables the Client to view information relating to the use of the Service (such as location of Users, traffic via CDN server, etc.) OVHcloud endeavours to calculate statistics as soon as possible, however the Client acknowledges that the data displayed in the Management Interface may show a slight discrepancy between the actual data and the data displayed at that given moment. The statistics communicated via this interface are provided by OVHcloud for informational purposes only, and cannot in any way incur the liability of OVHcloud.

5.5. **Security.** Using the Service may constitute a security measure aimed at limiting the impact of computer attacks on the Client's Web Hosting plan; however, the Service does not constitute a firewall, antivirus etc. service and does not exempt the Client from taking any security measures to secure their Website and prevent any SQL, DDOS, XSS attacks or similar.

6. CLIENT OBLIGATIONS AND LIABILITY

6.1.　**Website malfunction.** Unless otherwise specified in separate Specific Terms of Service agreed between the Parties, the Client shall solely bear the consequences of the malfunction of their Website, particularly faults resulting from a malfunction of their Domain Name Hosting plan and/or SSL certificate.

6.2.　**Consequences in the event of non-compliance.** OVHcloud reserves the right to suspend the Service in the event of the Client's non-compliance with OVHcloud's specific and general terms of service, particularly in the event of the consuming all of the Traffic Credit corresponding to the Client's Service, and in the event of absence of rights on the Client's Domain Name or Web Hosting plan, particularly in the event of the Client losing the rights necessary for the administration of the Website.

7. SERVICE DURATION AND RENEWAL

7.1.　**Initial Duration.** During Ordering, the Client selects the initial duration of their Service subscription ("Initial Duration"). The Initial Duration begins on the day that the Service is activated.

7.2.　**Renewal.** At the end of the Initial Duration, 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 below or in the General Terms and Conditions of Service currently in force.

7.3.　**Change in the duration of the Renewal Period.** 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 Duration or the current Renewal Period.

7.4.　**First renewal.** When the Initial Duration 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 2023, the automatic renewal at the end of its Initial Duration results in the Service being extended from 24 May 2024 up to 31 May 2025.)

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

In order to be effective and result in the termination of the Service at the end of the Initial Duration or current Renewal Period, the automatic renewal function must be deactivated under the following conditions:

- For Services with a monthly renewal cycle, before the 19th day of the calendar month at 11:00 PM (Paris time) at the latest,
- 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 at 11:00 PM Paris time at the latest (For example: to terminate a Service subscribed to for one (1) year in June 2023, at the end of its Initial Duration, the automatic renewal must be deactivated before 19 May 2024, 11:00 PM Paris time).

If the automatic renewal is deactivated under the conditions set out above, the related Service is automatically terminated and deleted at the end of the Initial Duration or current Renewal Period, including all of the content and data stored by the Client as part of the Service. It is the Client's responsibility to take all the necessary measures to ensure that their content and data is preserved before the Service is terminated.

However, the Client retains the ability to renew the Service up to 24 hours before the Renewal Date by reactivating the automatic renewal function.

7.6.   **Separate duration and renewal of the Hosting Service.** The duration and renewal of the Service are separate from the duration and renewal of the Hosting service with which it is configured (this service may be external to OVHcloud).

8.   FINANCIAL CONDITIONS

8.1.   **General provisions.** The financial conditions are described on the OVHcloud website and in the General Terms and Conditions of Service. They include a fixed monthly fixed amount, any setup fees and a Traffic Credit.

8.2.   **Billing.** 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 register a valid payment method from the methods available.

8.3.   **Traffic Credits.** Traffic Credits are non-refundable and must be used by the Client within one year of purchase. It is the Client's responsibility to regularly consult their Management Interface in order to check their Traffic Credits and add credit if they consider that the volume of data is not sufficient to ensure a continuous Service. Any unused Traffic Credits are deleted within five (5) days of the Service expiry or effective termination.

9.   DEFINITIONS

Terms beginning with a capital letter are either defined in this document, or in the General Terms and Conditions of Service.

Cache Memory: Local Cache Server Memory.

CDN (or "CDN Infrastructure"): A set of locations around the world that redistribute the content of the Web Hosting plan locally and cache files that do not need to be updated regularly, according to the Client's configurations.

Content(s) : Static and Dynamic Content.

Domain Name: The element of a website that constitutes its identity on the internet network.

Dynamic content(s): Editable content that varies according to certain settings, such as user's web browser, session, etc.

Static content(s): Unchangeable content, such as images and CSS pages, that does not change when the Site is visited by two different Users.

Traffic credit(s): Unit of measure for using the Services. Traffic Credits are sold per pack to the Client on the OVHcloud website via the Management Interface. Traffic Credits are debited as and when the Services are used.

Hosting: the original hosting service of the Client Site(s) used by the Client as part of the Service.

Point(s) of presence: The physical locations on the OVHcloud Internet-connected Cache Servers network, as presented in its commercial offers.

Service(s): Service as defined in "Section 2: Service Description" of this document.

Cache server(s) : Computer servers managed by OVHcloud and located at Points of Presence, on which User requests are received as part of the Service when a User visits the Client's Website.

Website(s): A set of pages and content that can be globally accessed via a Domain Name, making up the Client's website. A Website is composed of Static Content and Dynamic Content.

TTL (*Time to Live*): The period during which the Static Content of the client's website will be stored in the local cache memory.

User(s): Users who visit the Client's website.