

Changes:

This updated version aims to:

- a) Clarify the terms and improve the reading of the document, in particular by deleting provisions already taken into account by the current GTC;
- b) In article 6.1 of this version (article 6.2 of the previous version), delete the mention of the option to deactivate the automatic payment feature as a way of cancelling the Load Balancer Service (as defined below), and add the option to terminate it via its own button in the Control Panel.

History:

If you would like to view the previous version of this document, [click here](#).

WHAT IS IT ABOUT?

Purpose. These terms and conditions and its annexes set out the terms of use and financial conditions applicable to the OVHcloud Load Balancer Service (hereinafter referred to as the “**Load Balancer Service**”).

Contractual framework. These terms supplement the current GTC, which are also applicable to the Load Balancer Service.

CONTENTS

1. DEFINITIONS	1
2. WHAT IS THE LOAD BALANCER SERVICE?	1
3. WHAT ARE THE TERMS AND CONDITIONS OF USE?	2
4. WHAT ARE THE SERVICE LEVEL AGREEMENTS (SLA) AND SERVICE CREDITS?	3
5. FINANCIAL CONDITIONS	3
6. DURATION	4

1. DEFINITIONS

The terms beginning with a capital letter in these Specific Terms of Service are defined below and in the other contractual documents that make up the Contract agreed between the Client and OVHcloud.

“**Initial Duration**”: the duration of the subscription to the Load Balancer Service selected by the Client during the Order.

“**Renewal Period(s)**”: successive period(s) with the same duration as the Initial Duration and which constitute(s) the duration of the Load Balancer Service after its automatic renewal.

“**Load Balancer**”: a load balancer made available to the Client by OVHcloud as part of the Load Balancer Service.

2. WHAT IS THE LOAD BALANCER SERVICE?

- 2.1. What is the Load Balancer Service.** By providing the Load Balancer Service, OVHcloud provides the Client with a Load Balancer that allows them to distribute a workload by distributing packets of the Client’s traffic across several of their Services, in order to benefit from better performance, optimised response times, and a higher tolerance to faults and unavailability.

Throughout the duration of the subscription, OVHcloud also provides the Client with a Control Panel and an application programming interface (API) that allows them to manage the Load Balancer Service, adjust the settings, and configure their Load Balancer.

Before selecting and using their Load Balancer, the Client agrees to carefully study each available offer in order to select the one with characteristics that correspond to their needs, particularly with regard to the shared or dedicated nature of the infrastructure on which the Client's Load Balancer is based.

- 2.2. Location.** The Datacenters available for the Load Balancer Service are listed on the Website and/or in the Control Panel, or upon Ordering.

When several locations are available, the Client can select the location(s) of their choice when Ordering.

In the case of geolocated IP addresses, the Client agrees to not use the Load Balancer Service in contravention of the applicable legislation in the country in which the IP address is declared. In the event of a contravention, OVHcloud may be forced to suspend any geolocated address associated with the Client.

3. WHAT ARE THE TERMS AND CONDITIONS OF USE?

- 3.1. Requirements.** To use the Load Balancer Service, the Client must have other services with an IP address that are compatible with their Load Balancer, such as Dedicated Servers, Public Cloud instances, Virtual Private Servers (VPS) or Private Cloud infrastructures.

When a Service is protected by a firewall, it is the Client's responsibility to disable the firewall so that they can connect their Load Balancer to the respective Service, and thus ensure that the Load Balancer operates correctly.

- 3.2. Usage restrictions.** For the preservation of the Infrastructure, OVHcloud reserves the right to filter or limit access to certain ports deemed to be sensitive. Likewise, the Client acknowledges that limitations on UDP/ICMP flows are in place.

- 3.3. APIs, tools and software.** The APIs, tools and software provided by OVHcloud as part of the Load Balancer Service must be used in compliance with the applicable terms of service, including Third-Party Product Conditions communicated by OVHcloud, if applicable.

The Client agrees to also use the latest available versions of the APIs, tools and software provided by OVHcloud.

- 3.4. Configuration and maintenance.** The Client is solely responsible for the administration, configuration and use of the Load Balancer. OVHcloud does not accept any responsibility in the event of the Load Balancer Service malfunctioning due to the Client incorrectly configuring their Load Balancer.

OVHcloud is responsible for the administration and operational maintenance of the Infrastructure on which the Client's Load Balancer is based, and as such, reserves the right to upgrade the Load Balancer Service in order to preserve its security or maintain it in good working order. OVHcloud may therefore need to carry out maintenance, version upgrades or update operations. OVHcloud will notify the Client of any planned maintenance via the interface provided for this purpose.

OVHcloud undertakes no obligation to carry out any backup of the Client's Load Balancer configuration. It is the sole responsibility of the Client to carry out any operations necessary to preserve their configuration, taking into account the level of criticality of the Load Balancer Service to the Client's activity and their risk analysis, particularly in the event of a shutdown or maintenance, version upgrades or update operations to the Load Balancer Service.

OVHcloud reminds the Client that any feature of the Load Balancer Service that allows them to revert to a previous configuration does not in any case constitute a method of permanently backing up the Client's configuration.

4. WHAT ARE THE SERVICE LEVEL AGREEMENTS (SLA) AND SERVICE CREDITS?

4.1. SLA. OVHcloud agrees to ensure the SLA relating to the Load Balancer's availability and recovery time, as described below.

4.2. Credits. In the event of non-compliance with these SLA, OVHcloud will apply the following Credits, subject to the Client opening an incident ticket from their Control Panel and subject to the cases of exclusions and disclaimers set out in the Contract:

Load Balancer Service	Credits
Load Balancer monthly availability rate: <ul style="list-style-type: none"> - Pack 1: 99.5% - Pack 2 and Dedicated: 99.9% 	Credit amounting to 5% of the monthly cost of the unavailable Load Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 100% of the monthly cost.
Guaranteed recovery time:* <ul style="list-style-type: none"> - Pack 2 and Dedicated: 30 minutes 	Credit amounting to 5% of the monthly cost of the Unavailable Load Balancer, per one (1) full hour of unavailability beyond the SLA, up to a limit of 100% of the monthly cost.

() The recovery time is calculated from the point at which OVHcloud becomes aware that the Load Balancer Service is unable to load balance effectively. "Recovery" refers only to the restoration of the effectiveness of the affected Load Balancer.*

"Monthly availability rate" shall be understood as: the total number of minutes in the month in question, minus the number of minutes of unavailability over the month in question. The total is divided by the total number of minutes in the month. To calculate Credits, the Unavailability is calculated from the moment the incident ticket is opened, until the fault is resolved.

"Unavailability" refers to the inability of the Load Balancer service to perform its primary load balancing function, and to be able to join and configure the Load Balancer Service via the internet. Please note that any problem or malfunction resulting from incorrect configuration of the Load Balancer Service by the Client shall not be considered as an Unavailability. Other outages and malfunctions of OVHcloud hardware that do not fall within the above definition are not considered an Unavailability.

The Credits must be used as part of the Load Balancer Service, and must be used within one calendar month of their allocation by OVHcloud. If they are not used within this period, the Credits are lost and can no longer be used.

5. FINANCIAL CONDITIONS

5.1. Prices and billing. The price will vary depending on the Load Balancer Service range and Initial Duration. Only the price indicated on the purchase order issued by OVHcloud reflects the total amount to be paid by the Client.

Any Load Balancer is billed to the Client under the conditions of this article, including if it is not used.

5.1.1. Fixed monthly rate

The fixed monthly rate allows the Client to use a Load Balancer throughout the period during which the Load Balancer is created, for a given quantity of resources, depending on the characteristics of the Load Balancer Service retained by the Client.

If the Load Balancer is created partway through the month, the fixed monthly rate referred to above is billed on a pro rata basis for the month in which the Load Balancer was created, based on the number of hours remaining from the creation of the Load Balancer until the end of the current month (the Load Balancer creation time is counted as a full hour).

The fixed monthly rate (whether full or pro rata under the conditions set out above) is payable in full by the Client, including if the Load Balancer concerned is deleted before the end of the calendar month in question. Any Load Balancer billed at the fixed monthly rate that is not deleted continues to be billed from one month to the other at the fixed monthly rate applicable under the aforementioned conditions.

Any additional resources consumed in addition to those made available as part of the package, including traffic, will result in additional billing in arrears based on the volume and applicable prices (available on the Website). The additional options are billed in accordance with the terms and conditions described in the relevant specific conditions.

A bill is issued during Ordering, as well as when the Load Balancer Service is renewed, and is paid automatically using the payment method registered by the Client. The Client agrees to register a valid payment method from the methods available.

6. DURATION

6.1. Duration of the Load Balancer Service. The Initial Duration begins on the day that the Load Balancer is made available. At the end of the Initial Duration, the subscription duration automatically renews for Renewal Periods, unless the Load Balancer Service is terminated in accordance with the conditions set out below or in accordance with the GTC in force.

When the Initial Duration does not begin on the first day of the calendar month (and instead begins partway through the month), the renewal cycle of the Load Balancer Service's is realigned to a calendar cycle during the first renewal so that the following Renewal Periods begin on the 1st of the calendar month. (For example: for a Service initially subscribed to for one (1) year on 24 May 2017, the automatic renewal at the end of its Initial Duration results in the Load Balancer Service being extended from 24 May 2018 up to 31 May 2019.)

Notwithstanding the GTC, the Client may not disable the auto-renew option. However, the Client may cancel the Load Balancer Service using the button to this effect, available in the OVHcloud Control Panel. In this case, the Load Balancer Service will terminate at the end of the Initial Duration, or the renewed duration, if applicable, and all of the configurations made on the Load Balancer by the Client will be deleted. It is the Client's responsibility to take all the necessary measures to ensure that their content and configurations are preserved before the Load Balancer Service is terminated.

6.2. Duration of options. The duration of certain options or functions that may be associated with the Load Balancer Service, as well as their renewal and termination conditions, may differ from those applicable to the Load Balancer Service. It is the Client's responsibility to be aware of these terms before agreeing to them. Information on the durations of the options is available on the Website and in the specific conditions applicable to them.