

SPECIFIC TERMS OF SERVICE SAP HANA on Private Cloud

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INTRODUCTION

The service provided by OVHcloud consists in making certain specific types of servers available to the Client as described below (the “Service”).

1. DEFINITION AND ACRONYMS

“SAP Publisher”: Third Party Provider from which the Client directly or indirectly acquires all the rights necessary to use the “SAP HANA” database.

“RHEL”: RedHat Enterprise Linux.

“SLES”: Suse Linux Enterprise Server.

2. PURPOSE

The purpose of these Specific Terms of Service is to define the specific conditions applicable to the Service.

They supplement the General Terms of Service, the VMware on OVHcloud Specific Terms of Service, and the relevant Specific Terms of Support, all of which also apply to the Service.

In case of a contradiction or an inconsistency, these Specific Terms of Service shall prevail over the other Terms of Service.

3. SERVICE DESCRIPTION

As part of the Service, OVHcloud provides the Client with Host Servers from the “OVHcloud Managed VMware vSphere®, Hyperconverged Storage” and “OVHcloud Managed VMware vSphere®, Software-Defined Datacenter” commercial ranges from the “VMware on OVHcloud” service. The Host Servers from these ranges also comply with the SAP Publisher’s requirements for installing the SAP HANA databases.

The pricing, specifications and hardware configurations are set out and available online on the OVHcloud Website.

The Host Servers are preconfigured by OVHcloud, it is however the Client’s responsibility to ensure that all best practices for deploying and configuring the SAP HANA databases with a VMware® hypervisor are properly followed.

The Client is reminded that the division of tasks and responsibilities between the Client and OVHcloud is set out in the Annex 1 of the VMware on OVHcloud Specific Terms of Service.

In this regard, the Client should note that the Service does not include Linux OS licences particularly in an SAP context (i.e. SLES for SAP Applications and RHEL for SAP Solutions), or SAP licences and SAP source files (binaries), and that the Client must verify whether or not the conditions of use for a Third-Party Product licence are compatible with the Service.

It is the Client’s responsibility to ensure that the SAP HANA databases are only installed and verified by an expert who holds the necessary certifications granted by the SAP Publisher. Failure to do so may result in the Client being unable to benefit from said publisher’s support.

As part of the Service, OVHcloud may also provide the Client with additional resources such as:

- A “SUSE Linux Enterprise Server for SAP Applications” OS image ;
- An OVHcloud Backup Agent for SAP HANA databases ;
- A Pre-installation of the SAP HANA database ;

Being it specified that OVHcloud does not provide any commitments for these resources.

4. TERMS AND CONDITIONS OF USE

In addition to these Specific Terms of Service, the Client must have also agreed to the General Terms and Conditions of Service, the VMware on OVHcloud Specific Terms of Service and the relevant Specific Terms of Support (i.e. OVHcloud *Business* or *Enterprise* support) that are also applicable to the Service for its duration.

The Client must use the Service in accordance with the Terms and Conditions of Service. If the Client uses the Service for the account of some third-parties or allows some third parties to use the Service, the Client guarantees to OVHcloud that any User, any Client's end-client and/or any third party is complying with the aforementioned Terms of Service.

5. SUPPORT

The Client is reminded that as part of the Service, and in particular the Support chosen, OVHcloud will not respond to any request or question from the Client relating to Third-Party Products. The Client must send such requests or questions directly to the Third-Party Product's publisher as part of their separate contractual relationship.