



# Open Trusted Cloud Charter

09th July 2020 version

## Introduction

The Open Trusted Cloud program (hereafter referred to as “the Program”), from OVH SAS (hereafter referred to as “OVHcloud”), is aimed at SaaS and PaaS solution providers with a common ambition to build an ecosystem of SaaS and PaaS solutions hosted on OVHcloud’s open, reversible, and trusted cloud.

As part of this Program, OVHcloud offers to deliver a label to the aforementioned SaaS and PaaS solution providers (hereafter referred to as “the Participants”) in order to enable customers to identify participants in the Open Trusted Cloud ecosystem, and their trusted solutions.

## Article 1 - Purpose

The purpose of this charter (hereafter referred to as “the Charter”) is to define the conditions for obtaining the Open Trusted Cloud label (hereafter referred to as “the Label”), and the conditions for using it.

## Article 2 - Conditions for obtaining the Label

In order to receive the Label delivered by OVHcloud, the Participant must meet all of the following cumulative conditions:

- Be a customer, reseller or provider of at least 1 service offered by OVHcloud (bare metal cloud, private cloud or public cloud)
- Host a SaaS or PaaS solution within OVHcloud’s cloud in one of OVHcloud’s European datacentres
- Benefit from “Business” or “Enterprise” support from OVHcloud for the labelled solution
- Have signed this Charter.

## Article 3 - Duration for using the Label

Provided that they meet all of the cumulative conditions listed in article 2 above, the Participant of the Program may use the Label for an undetermined period of time.

## Article 4 - OVHcloud’s commitments

OVHcloud provides the Participants with the marketing materials listed below, in order to promote the solutions in the Program:

- A communication kit (with logos, a banner, a description of the Program, the label for the solution)
- Highlighting the Participants' solutions in the catalogue of solutions visible on its European websites (summary description of the solutions, link to the Participant's website, use cases for solutions put online)
- Integrating the Program solutions into the presentation of partner solutions, and promotion of these solutions by our sales teams
- Targeted marketing activation and communication campaigns for solutions participating in the Program (at OVHcloud's discretion)

Within the context of solutions hosted on its infrastructures, OVHcloud ensures:

- The choice of location for the storage and processing of data, ensuring compliance with local legislations
- Compliance with the CISPE European "Code of Conduct" on Data Protection
- Compliance with the "Code of Conduct" on data reversibility facilitated by the European Commission (SWIPO IaaS)
- The contribution of HDS, PCI DSS, SOC1 certifications depending on the infrastructure if necessary and, soon, a SecNumCloud qualification

#### **Article 5 - Commitments from Participants in the Program**

- Communicate on their participation in the Program, and receipt of the Label
- Relay the Program on their digital assets
- Be an ambassador of this Program and promote it accordingly

For this reason, the Participant is authorised to reproduce the Open Trusted Cloud logo on all of the communication supports they use to promote the aforementioned Program, for the entire duration of time that they use the Label.

#### **Article 6 - Non-exclusivity**

No exclusivity is required between the Participants of the Program and OVHcloud.

#### **Article 7 - Personal nature of the Label**

The authorisation to use the Label is strictly personal. Under no circumstances can it be passed on or transferred in any way by the Participant.

Any change of control, whether direct or indirect, will result in the Participant automatically losing the Label, unless there is a written agreement from OVHcloud stating otherwise.

## **Article 8 - Audit**

OVHcloud is authorised by the Participant to take the measures necessary to ensure that the conditions and obligations outlined in this Charter are followed.

## **Article 8 - Suspension and withdrawal of the Label - Disciplinary action**

The right to use the Label is withdrawn automatically (1) as soon as the Participant no longer meets the conditions for obtaining the Label listed in Article 2 - Conditions for obtaining the Label and/or (2) in the event of the Participant not paying the amounts due to OVHcloud for their current orders.

The withdrawal of the right to use the Label results in an immediate obligation on the part of the Participant to stop using the Label, and remove all references to the Label from all of their products and promotional materials.

The Participant cannot claim any compensation for the withdrawal of authorisation to use the Label.

Any usage that does not comply with this Charter and/or continuation to use the Label in any manner, after a withdrawal notification has been issued by OVHcloud, will result in damages for which OVHcloud can obtain compensation before competent courts.

## **Article 10 - Cancellation**

This Charter can be cancelled automatically by OVHcloud or the Participant at any time, with sixty (60) days' advance notice in writing.

Please note that the cancellation of this Charter, for any reason, does not constitute a cancellation of the products in use when the Charter is cancelled — it only cancels the Participant's participation in the Program.

## **Article 11 - Applicable law**

This Charter is subject to French law, no matter where in the world the Label is being used by the Participant.

## **Article 12 - Competent courts**

The Paris Commercial Court (*Tribunal de Commerce de Paris*) is the only competent court to have jurisdiction in processing any disputes between OVHcloud and the Participant in relation to the Charter.

**Please sign all of the pages, and sign below:**

**Date:**

**Company:**

**Name and Occupation of the signatory:**

**Company stamp:**