**AUTHORISATION FOR SOFTWARE ACCESS TO THE CUSTOMER'S SERVICES**

**Between the undersigned:**

**OVH GROUPE SAS,**

A simplified joint-stock company with capital of €10,069,020,

Registered in the Lille Métropole Trade and Companies Register,

Under the number B 424 761 419,

With its head office at 2 Rue Kellermann in Roubaix (59100),

In the name and on behalf of its affiliates,

Represented by Mr/Ms [To be completed], in their capacity as [To be completed], duly authorised for the purposes hereof,

Hereinafter "OVHcloud"

on the one hand,

**AND**

**[Customer Name],**

[To be completed] with capital of €[To be completed],

Registered in the Trade and Companies Register of [To be completed],

Under the number [To be completed],

With its head office at [To be completed],

Represented by Mr/Ms [To be completed] in their capacity as [To be completed], duly authorised for the purposes hereof,

Hereinafter the "Customer"

on the other hand,

OVHcloud and the Customer being hereinafter referred to as "Party" individually and "Parties" collectively,

**Preamble**

Pursuant to contract, no. [Customer internal reference number] (the "Contract"), OVH provides the Customer with access to IT infrastructures and resources, including third-party products, such as, in this case, Microsoft Windows products (the "Services").

For this provision of third party products, the Customer agrees to respect the Microsoft licensing terms, which provide for the auditing of the Customer’s the licence usage.

In this context, Microsoft ("the Publisher") has mandated Ernst & Young ("the Auditor") to carry out an inventory of all Microsoft products installed on the Customer's Services.

Consequently, an executable program created by the Auditor was provided to the Customer by OVHcloud to report all the uses of Microsoft products made by the Customer by way of its Services ("the Program"). The Customer may decide whether to execute the Program on its own Services, or to provide OVHcloud access to its Services so that the latter can execute the script on the Customer's Services.

**Article 1 – Purpose**

The purpose of this Agreement is to define the conditions under which the Customer authorises OVH to access its Services, to execute the Program and to communicate the resulting Program execution report to the Auditor and the Publisher.

Prerequisite:

Having expressed its desire to have the Program run on its Services by OVHcloud by responding to the email address provided, the Customer undertakes to provide software access to its Services in accordance with the documentation provided: <https://docs.ovh.com/gb/en/public-cloud/microsoft-audit/>

**Article 2 – Conditions of execution**

The Customer must set up software access to its Services prior to the period for carrying out the operations referred to in Article 2.2.

The Customer undertakes to inform OVHcloud as soon as the software access is set up.

The Customer undertakes to use all means necessary to carry out the operations described in this Contract and to cooperate in good faith with OVHcloud, in compliance with the agreed terms, so that the other Party can execute its obligations without hindrance or delay.

**2.1 Scope**

The execution of the operations provided for in the Purpose must allow for the creation of an inventory of all the Microsoft Products installed by the Customer on its Services.

**2.2 Date of execution**

The operations referred to in this Agreement will be carried out from the **1st of** **May 2020** tothe **26th of May 2020** inclusive, provided that the Customer has informed OVHcloud that the required access has been made available in accordance with the technical documentation.

**2.3 Technical conditions**

After access to the Services has been made available by the Customer, OVHcloud will connect to the Customer's Services in order to carry out the execution of the Program.

OVHcloud will notify the Customer of any difficulties encountered in the execution of these obligations.

**2.4 Results**

When its operations are completed, the Program returns a result in the form of text files, which will be extracted by OVHcloud to be sent to the Auditor and the Publisher, or any other third party with a need to know within the framework of this Agreement, in accordance with the confidentiality commitments.

**Article 3 – Liability**

The Customer must take all the necessary measures to prepare its environment for the execution of the operations provided for in the Purpose of this Agreement. In particular, the Customer is solely responsible for carrying out all the necessary backups to ensure that, in the event of an incident during the execution of the operations, it can restore and continue to use the Services in question (systems, applications, data, etc.), in addition to carrying out all the installations or updates necessary for the execution of the Program.  
The Customer is responsible for the information of any person likely to be impacted by the execution of such operations.

The Customer is reminded that OVHcloud is not the author of the Program and it therefore cannot be held liable for (i) the poor execution of operations/inability to execute operations on the Customer's Services due to any actions/omissions on the part of the Customer or related to the Customer's specific software environment, and/or (ii) the results obtained following the execution of the Program, in particular in the event of usage that infringes or is contrary to the user licence for the Products on the Customer's Services.

The Customer hereby declares that it has all the authorisations necessary for OVHcloud to access its Services and for the execution of the Program according to the conditions of this Agreement, in particular the authorisation from the users of the elements targeted in the scope defined in Article 2.1, and any third parties that may hold rights to said elements.

In the event of non-compliance by the Customer with all or part of the conditions of this Agreement, OVHcloud reserves the right to suspend operations and/or terminate this Agreement, without prejudice to any damages that OVHcloud may claim.

**Article 4 – Miscellaneous provisions**

This Agreement is subject to the Terms and Conditions of the Contract and supersedes any agreement (written or oral) that may have existed previously between the Parties with respect to the purposes of this Agreement. This Agreement can only be amended by written addendum signed by both Parties.

Enacted on the , in duplicate,

**For the Customer:** **For OVHcloud:**

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*(Last name/First name) (Last name/First name)*

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*(Title) (Title)*

Stamp + Signature: Stamp + Signature: