



1. DEFINITIONS

Start-up date shall mean the effective date of start-up by the Provider of all or part of an Order, except for the Assistance and Consulting Services, notified to the Customer by the Provider.

Experimentation use of a Service for testing purposes by one or more Customers.

Beta feature component made available to the customer to collect customer feedback and speed up development.

Assistance and Consulting Service (s) shall mean the Services consisting in providing the Customer with intellectual services (such as training, audit, coaching, expertise, specification, configuration, deployment, support) and associated Deliverables.

2. PURPOSE

These Specific Terms set forth the conditions for the provision by the Provider to the Customer of the Cloud Services, by the Provider.

The description of each Service appears in the "Service Description" Appendix relating to the respective Service.

3. ORDERING THE SERVICES

All Service orders shall be the subject of a Purchase Order. Unless otherwise provided in the Service Description, Orders are entered into for an open-ended period with a minimum period from the Contractual Date of Start-up the respective Service. The minimum Order duration for each Service appears in the "Service Description" Appendix relating to the respective Service and / or in each Purchase Order. Any modification or cancellation in full or in part of an order shall only be taken into account subject to i) a written request from the Customer 10 calendar days before the scheduled date of delivery or performance of the services and ii) a payment, before the scheduled delivery date, of a deduction corresponding to 70% of the value without tax of the Provision of Services and / or 100% of the value without tax of the Equipment.

4. PRICE, BILLING AND PAYMENT TERMS

The prices of the Services are defined in the price sheet and / or the Service Description.

Unless otherwise specified, the billing frequency is monthly.

Subscriptions or packages are billed in advance unless otherwise provided in the Service Description. Upon the first and last billing, subscriptions or plans relating to the period elapsed since the start up are counted on a pro-rated basis. The Customer's actual consumption is billed monthly in arrears. Custom Offers are invoiced 30% upon order and 70% at the end of the supply of each Deliverable or service, or according to the schedule provided in the Technical and Financial Proposal.

Travel expenses of the representatives of the Provider shall be invoiced extra to the Customer on the basis of the supporting documents produced by the Provider.

Amounts owed under the Contract are the subject of invoices sent to the Customer.

The shipping costs for sending these invoices are paid by the Provider on if to the country where the Provider is based.

Under the Contract, the Customer may designate, under its responsibility, a third party as the payer, provided that the latter has expressed, by mail, its consent to the payment obligation and the billing address. The designation of a third-party payer is a simple indication of payment and does not exempt the Customer from its payment duty in the event of default by the third-party payer. In the event of third-party payment, the Provider shall continue to invoice the Customer but will send the invoices to the third-party payer.

The amounts invoiced on the basis of a monthly frequency are payable thirty calendar days after the date of the invoice. In the event of direct debit, the period may be increased by a few days. The Provider does not apply a discount. On invoices issued by the Provider, the prices of the Service will be displayed with at least two decimal places.

Payment of invoices is made by direct debit from the bank or postal account designated by the Customer or the third-party payer. If the Customer does not want this method of payment, it agrees undertakes to pay its invoices on the due date by any other means accepted by the Provider.

Any disagreement or any request for clarification from the Customer concerning an invoice should be notified by registered mail with request receipt confirmation within a maximum period of 12 months from the date of issue of the invoice. After this period, the invoice is deemed to have been accepted. Any request or rectification by the Provider concerning an invoice or its payment should be notified within a maximum period of 12 months from the date of payment of the said invoice. The aforementioned deadlines are interrupted by a Complaint from the Customer to the Provider and by the sending by the Provider to the Customer of a payment reminder, even by ordinary mail.

Any Customer Complaint suspends the duty to pay the disputed amount, subject to the Customer's documentation of its Complaint as well as payment of the undisputed part of the invoice or the subscriptions increased by the equivalent of the

average of its previous consumption calculated over the previous six months. If after the Complaint and in respect thereof the Customer remains liable for a sum to the Provider, this sum will become immediately due again and the Provider shall apply to this sum, from the initial due date, the increase for late payment provided for in the paragraph below.

In the event of payment of a set of invoices or partial payment, the Customer agrees to attach to the payment the detailed allocation of the sums paid. Otherwise, the Provider shall determine the order of allocation of the payments.

In the event of default by the Customer, or by a third party payer on the due date of the invoices, outstanding amounts shall be automatically increased by a penalty calculated as follows: i) application of the interest rate charged by the European Central Bank to its refinancing operation on March 1 of the current year (or the previous year if this increase is calculated between January and March 1 of the current year), increased by 10 points percentage, or ii) if the rate defined in i) were to be lower than the minimum rate appearing in article L441-6 of the Business Code (legal interest rate multiplied by 3), application of the latter, and iii) on the amount, all taxes included, of the outstanding amounts, by indivisible fortnight from the first day of delay. The starting point for calculating said penalties will be the day following the due date of the invoices. A fixed compensation for collection costs of 40 euros is collected in accordance with Article D441-5 of the Business Code.

When the collection costs incurred are greater than the amount of this fixed compensation, the Provider may request additional compensation, upon documentation.

Failing payment of invoices after a period of 15 days after formal notice by registered mail with receipt confirmation (with a copy by ordinary mail to the Customer in case of a third-party payer), the Provider may suspend or terminate by right and without further formalities all or part of the respective Order (s) without entitling the Customer the right to any compensation.

5. SPECIFIC TERMS OF USE OF THE SERVICES

The Customer agrees to:

- refrain from seeking to analyse, view or modify the configuration of the Provider's platforms, apart from the resources (such as virtual machines, files, directories) which are formally allocated to it. Any intrusion or attempted intrusion on the Provider's platform or on the resources of a third party would immediately incur the responsibility of the Customer.
- refrain from taking part in any activity which:
 - threatens the integrity and / or security of any network or computer system, in particular the transmission of worms, viruses and other criminal codes, as well as unauthorized access to any device or information
 - deteriorates or interferes with the use of a Service by another user
 - constitutes a breach of generally accepted standards of conduct and use of the Internet or other networks, such as denial of service attacks, deterioration of Web pages, port scans and networks and unauthorized intrusions into third party systems.

In order to allow use of the Services in accordance with the description and the SLA provided for in the Contract, unless otherwise provided in the Service Description, the Customer agrees to maintain its interfaced equipment without going through a routing and filtering system with the Equipment used by the Provider to provide the Services or Customer Equipment managed by the Provider as part of the Services, under the updating and security conditions requested by the manufacturers of such Equipment or the publishers of the software making up this Equipment.

Consequently, the Provider shall not in any way be responsible in the event of the endangering of one or more pieces of such Equipment referred to above, made possible by the obsolescence of the Equipment (s) or the lack of upgrading of the security level of the Equipment (s) due to the Customer.

The Provider reserves the right to charge the Customer for all or part of any work by the Provider that is necessary to restore said compromised Equipment to working order.

Unless otherwise agreed between the Parties, the processing and storage of connection data between the Users and the Provider's Equipment allowing access to the networks and applications used as part of the Service, are the responsibility of the Customer.

Unless otherwise agreed between the Parties, in the event that the Customer manages its equipment and / or contrary provision contained in the Service Descriptions, the Customer is responsible for the security policy of its networks, virtual machines, Software and Data, and of any procedures for responding to security breaches and attacks. The Customer is solely responsible for the use of the Service and the consequences of such a use, as well as for the content of its websites set up with the Service and for the use of the data it consults, questions and transfers on the Internet, as well as downloading it does and the consequences thereof.

Any action, in particular a new order or modification of the order, carried out by a User via a User Interface commits the Customer.

In the event of breach of the provisions of this article by the Customer, the latter recognizes the right of the Provider to suspend or terminate automatically and without further formalities all or part of the Service without this entitling the Customer to any compensation. During the period of suspension, the Provider continues to bill for the Service.

6. RESPONSIBILITY

In addition to the exclusion cases provided for in the "Liability" article of the Provider's General Terms, the Provider shall not be held liable in particular for:

- possible delays in accessing the Administration Portal, failure of Customer equipment and alteration or any fraudulent use of data,
- the reliability of the transmission of access times, any access restrictions on specific networks and / or servers connected to the Internet network,
- possible misappropriation of passwords, confidential codes and more generally of any information of a sensitive nature for the Customer,
- damage resulting from poor programming or improper setting of the hosted application which Orange Business Services is never involved in,
- damage that would affect the Customer originating from IT resources external to those used in the context of the provision of the Service by the Provider,
- damage resulting from anomalies or defects in third-party software and solutions not provided by the Provider during the service, as well as the stoppage of updates, assistance and support for the same software,
- Customer's failure to take into account Orange Business Services recommendations in terms of network access sizing. These cases of exclusion may be supplemented, if necessary, by the provisions shown in the "Service Description" of the respective Service.

7. TERMINATION

In addition to article 5.2 of the General Terms, in the event that the Customer has not complied with the prerequisites it is responsible for the respective Service, the Provider may terminate the Customer's Contract for the respective Service, after formal notice unsuccessful after a period of eight (8) calendar days, without any penalty or compensation being owed to the Customer and without prejudice to the other rights available to the Provider. In addition to Article 5.4 Withdrawal of a Service of the General Terms, the Provider shall inform the Customer at least six (6) months in advance of the date on which the withdrawal from the Service will take place.

8. OTHER PROVISIONS

8.1 Duration of orders / term of the contract

For recurring Services, Orders are taken out for an open-ended period of time from the date of start-up of the respective Service, with, depending on the Service in question, a minimum period specified in the Description of the Service and / or in the Technical and Financial Proposal and / or in the Purchase Order.

For non-recurring Services, Orders are taken out for the time necessary to provide the services ordered.

8.2 Additional provisions relating to the provision, installation, operation and maintenance of cloud services

In addition to Article 6.2.3 of the General Terms and depending on the type of Services concerned, any period during which the Customer's premises are not accessible to the Provider and / or its subcontractors, shall not be taken into account for the calculation of the deadlines given to the Provider for the performance of its duties and shall give rise to additional invoicing in the event of the Provider and / or its subcontractor's travelling to such premises.

8.3 Quality of service

The Provider commits to the quality of service under the conditions defined in the appendix, in the Quality of Service document and / or in the commercial proposal relating to the respective Service, unless otherwise provided in the Service Description.

The use of a platform shared between several Customers can result in limitations in the use of technical resources and bandwidth and the speed of network access and systems operation, which the Customer accepts. The Provider reserves the right to set up tools to measure and limit the use of technical resources and bandwidth in order to be able to provide all of its Customers with the expected quality of service. The Provider may, if the circumstances so require (in particular in the event of misuse of the Services, detection of a security breach, judicial requisition, etc.), carry out the necessary technical and usage checks.

Unless otherwise provided in the appendix, in the Service Quality document and / or in the commercial proposal, quality of service commitments do not apply in the following cases:

- suspension of the Service
- access to the Service by unauthorized persons due to the action or negligence of the Customer.
- Customer act or Customer negligence
- Failure of a software, hardware or service component (other than those provided by the Provider under the relevant Service) provided by a third party.
- All causes not attributable to the Provider, in particular attack by denial of service or problem on the Customer's VPN network.
- Any modification of the Service by the Provider at the request of the Customer.
- Beta Features, Experiments
- Scheduled maintenance work

Depending on the respective Service and in the event of non-compliance with the quality commitments, the Provider may be required to pay penalties or issue Service Credit.

- Penalties

By formal agreement, amounts owed for penalties for non-compliance with quality of service commitments constitute for the Customer a fixed compensation covering the loss suffered and exclude any claim for damages for the same reason.

- **Service credits**

In the event of non-compliance noted by the Customer and confirmed by the Provider with the commitments referred to in the Quality of Service document and / or in the Commercial Proposal, and at the Customer's formal request, the Provider will issue service credits for the respective month, in accordance with the provisions of the said document (hereinafter the "Service Credits").

To receive these Service Credits, the Customer should send the Provider the Service Credit request form, made available to the Customer by the Provider on a User Interface, or available from its usual contact persons, duly completed, to the contact person mentioned on the invoice, indicating in the subject line "SLA Complaint" followed by the name of the respective Service, within a maximum period of 30 days following the month concerned by the non-compliance with the quality of service commitment. Otherwise, the Customer may not claim any Service credit.

The request should detail the nature of the incident, the start and end dates and times of each incident noted, as well as the identifiers of the resources affected. Only incidents that have been the subject of a ticket will be taken into consideration. It should also include all system traces documenting the incident, for each respective period. Traces containing sensitive or confidential data shall be first anonymized by hiding information that cannot be disclosed.

Within 30 days of the Customer's request, the Provider shall confirm in writing to the Customer the amount of Service Credits that will be granted to it, if any, under this request. In the event of disagreement on the level of service achieved, the records and information of the Provider shall prevail.

The Service Credits allocated to the Customer will give rise to a discount on one or more of its subsequent invoices concerning the Service for which the service quality commitments have not been met, to the exclusion of any other terms of penalty settlement.

8.4 Intellectual property

In addition to article 11.2 Intellectual property of the General Terms, whenever the Service (s) include (s) third party software, the Customer agrees to read and accept the terms of the licenses, sub-licenses or rights of use concerned, communicated by the Provider or accessible directly from said third parties.

8.5 Personal data

In addition to Article 13 "Personal Data" of the General Terms, should the Customer fail to express a choice between destruction or return, the Personal Data will be automatically deleted by the Provider.

Notwithstanding Article 13 "Personal Data" of the General Terms and depending on the Services concerned:

- the Provider may be a Personal Data Processor Subcontractor and the third-party publisher may be a subsequent Personal Data Processor, it being understood that the Customer will be Data Controller; or
- the Provider and the third-party publisher may each be in their respective areas, Personal Data Processor on the understanding that the Customer will be Data Controller.

The specifics corresponding to these exemptions will be indicated in the Service Description.

8.6 Modification of the contract

In addition to Article 5.3 of the General Terms, for Services involving the use of virtual machines, the Provider reserves the right to replace the virtual machines allocated to the Customer if the Provider so deems necessary, in particular in the event of a change in the fleet of computer servers, compliance, repair or maintenance of the server.

Notwithstanding the General Terms, the Provider agrees to make its best efforts to inform the Customer in advance and to organize, with the latter's assistance, the transfer of the Customer's solution to the new virtual machines.

8.7 Reversibility

Except for Assistance and Consulting Services, Experiments: at the end of the Contract or of an Order in full or in part, whatever the cause except in the event of termination for contractual breach of the Customer, the Customer may request by registered mail with receipt confirmation ten (10) days before the end of the notice referred to in the "Termination" article, the triggering of the reversibility. In the event that the reversibility phase is not completed at the end of the aforementioned notice, the Contract or the Order will be extended until the end of the reversibility, which may not exceed six (6) months unless otherwise specified in the Description and / or the Technical and Financial Proposal, and the Service shall continue to be billed. Reversibility consists of (i) allowing the Customer to recover its Data processed by the Provider under the Contract and (ii) granting the Customer the possibility of performing itself or of having a third party perform (as formally designated by the Customer), all or part of the Services. For each Service, the Service Description and / or the Technical and Financial Proposal will specify, where applicable: - the conditions for triggering this reversibility, - the scope of the reversibility, - the services covered by the reversibility, - the duration and pricing conditions for such reversibility. In any event, any transfer or licensing of intellectual property rights of which the Provider is the holder (as owner or as a licensee with a third-party publisher) cannot be considered in the context of reversibility other than subject to the rights of third parties and with their consent where applicable. During the reversibility phase, the Provider's quality of service commitments may be revised downwards if the reversibility operations so require.

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