Service Description
MultiCloud Ready

Table of contents

1 Definitions

In addition to the definitions of the General Terms and Cloud Specific Terms, the following definitions apply to this Service Description.

Supplier Terms refers to the General Terms and Cloud Specific Terms of the Supplier.

Provider refers to **any IT solutions supplier** offering and operating Cloud Computing services eligible for this offer and expressly referenced in this document, to the exclusion of any other publisher not mentioned in this document.

Interruption refers to the period(s) during which an incident causes a significant malfunction of the Service, or the Functionality concerned affecting all Users. The duration of unavailability is calculated according to criteria specific to each service or functionality of the Cloud Solution

Cloud Solution refers to supplier's standard Cloud Computing infrastructure offerings, including any associated components (IaaS, PaaS, CaaS, DBaaS, etc.), subscribed by the customer

Tenant refers to a virtual private space of public cloud resources to which only authenticated Users by login and password can have access. The actions of creation, destruction, modification, listing of these resources and related features are limited to these Users only.

2 Object

The purpose of this document is to define the conditions under which the Supplier provides the Customer with the MultiCloud Ready service, which includes Cloud suppliers Solutions mentioned in article 7 of this document. Unless otherwise stated in this document, the Cloud Specific Terms and Conditions apply to the Multicloud Ready service.

3 Presentation of the Service

The Service is a public cloud delivery offering operated by a supplier consisting of:

Provision of an access account to all Cloud Provider Solutions as defined in Article 7 of this document

- The support as described in Article 8 of this document.

4 Provider Terms

By signing the Purchase Order, the Customer expressly accepts the Conditions defined by the Provider that apply to the Provider's Cloud Solutions, by way of derogation from the General Conditions and the Service Supplier's Specific Cloud Conditions, the Service Description and his appendices as regards the Service Supplier's service.

The Customer is responsible for reviewing the referenced Terms of Use hereafter. The Service Supplier is not responsible for the content and changes in the Provider's conditions, in particular:

- Provider reserves the right to add new terms and features to Cloud Solutions and/or remove existing services and features.
- The Provider may at any time modify the conditions of the Provider referred to below, and the Customer shall be deemed to have accepted these modified conditions. Thus, the Customer is responsible for keeping himself informed at all times of the applicable conditions of the Provider.
- The supplier has no responsibility for Cloud Solutions that are not part of Provider's own Cloud Services, including third party software.
- The supplier shall not be liable for any loss or impairment of Customer data used in connection with Cloud Solutions.
- The Provider reserves the right to maintain direct communication with the Customer regarding the following terms, including the operation and provision of Cloud Solutions.

4.1 Amazon Web Services

By accepting the Purchase Order, the Customer expressly accepts the conditions set out in the AWS Customer Agreement document accessible here http://aws.amazon.com/agreement applicable to the AWS service.

VMWare Cloud

By accepting the purchase order, if the Customer orders VMWare Cloud services on AWS (VMC), the Customer accepts the VMWare conditions available here:

https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/agreements/vmware-cloud-services-exhibit.pdf

These Terms of Use apply exclusively to VMWare Cloud Services on AWS and do not cover any VMWare Services to which the customer has subscribed otherwise.

Customer agrees that VMWare will provision the VMWare Cloud solution on its AWS environment in accordance with the terms defined in the Commercial Proposal and the terms defined above.

4.2 Microsoft Azure

By accepting the Purchase Order, the Customer expressly accepts the conditions defined in the document "Microsoft Customer Agreement" accessible here https://aka.ms/customeragreement applicable to the Microsoft Azure service

4.3 Google Cloud

By accepting the Purchase Order, the Customer expressly accepts the conditions defined in the document "Google Cloud Service Specific Terms" accessible here https://cloud.google.com/terms/service-terms applicable to the Google Cloud service.

5 Conditions of access to the service

5.1 Ordering the Cloud solution from the Provider

After accepting the Purchase Order, the Service Supplier shall order the Cloud Solutions from the Provider for the Customer. The Customer acknowledges that the Provider reserves the right to refuse to give the Customer access to the Service. In this case, this contract will be terminated automatically regarding the Service of this supplier.

The Customer acknowledges that in case of non-compliance by the Customer with the Provider's Terms, the Service Supplier may have to suspend access to Cloud Solutions at the request of the Provider in the Provider's Terms.

5.2 Use credit

For certain projects, the Customer may benefit from usage credits for the Cloud Solution allocated by the Provider. The Service Supplier is not responsible for the allocation of these credits and makes no commitment as to the conditions of application of these credits, in terms of the amount, recurrence, or a possible period of application.

5.3 Price

The prices of the Service are defined according to the tariff conditions defined by the Providers referred to in article 7 of this document. The price catalogs are available online from each Provider at the specific links indicated below.

Amazon Web Services

The prices are available here: https://aws.amazon.com/en/pricing/? aws-products-pricing.sort-by=item.additionalFields.productNameLowercase&aws-products-pricing.sort-order=asc&awsf. Free%20Tier%20Type=*all&awsf. tech-category=*all

Microsoft Azure

The prices are available here: https://azure.microsoft.com/en/pricing/#product-pricing

Google Cloud

The prices are available here: https://cloud.google.com/pricing/list

Prices of support provided by the Service Supplier

Support Type	Description	Price (€)
Basic	Basic: documentation, FAQ, Forum available on the Website for a consultation in autonomy for all customers of the Services	0%
Standard	Standard: support offer designed for developer customers whose use of the Services is intended for non-production application development.	7.5% of the invoice before discount excluding commissioning fees with a minimum of 69 €/month
Business	Business: support offer designed for customers whose use of the Services is intended for low-demanding production applications.	10% of the invoice before discount excluding commissioning fees with a minimum of 199 €/month
Premium	Premium: support offer designed for customers whose use of the Services is intended for demanding production applications.	12.5% of the invoice before discount excluding commissioning fees with a minimum of 899 €/month

Revision of Service Supplier support prices

The prices of the Support Services provided by the Service Supplier are subject to revision in accordance with the General Conditions and the Specific Cloud Conditions and may be updated monthly. The new prices apply to current Contracts.

The Customer will be informed of the new rates by publication on the User Interfaces or by any other means, at the latest, no later than the effective date of the new rates. In the event of an increase in the prices of a service subscribed to by the Customer, the Customer will be informed by email or by any other means no later than 30 days before the effective date of the new rates.

At the Service Application, the applicable prices will be the prices in effect on the activation date.

5.4 Termination and Transfer

Termination of the Service

The Customer may terminate the Service according to the conditions defined in the General Conditions. Upon receipt of termination of the Cloud Solutions by the Customer, the Service Supplier shall notify the Provider thereof in accordance with the Provider's Terms. The termination of the contract between the Customer and the Supplier does

not in any way supersede the contractual commitments established between the Client and the Provider. In particular, the Customer will remain liable for any subscription with the Provider.

Transfer and reversibility

As part of the termination of the Service, the Customer may request the transfer of the accounts of its Cloud Solutions to itself or any other third-party provider, so that the Customer can manage them. If necessary, a reversibility and support project, billable according to the estimate, can be set up.

6 Service Access

6.1 Portals

After the Service Supplier accepts the offer, the Customer receives an email confirming his registration and requesting the initialization of his password allowing him to access the Cloud Customer Space, to the Provider's Console and to administer the Services attached to the Account created for him.

Under his responsibility, the Customer can invite Users with usage rights to the Services in his Accounts. Users to whom the Client has granted rights allowing them to do so can themselves invite other Users.

The Orange Business cloud portal

The Orange Business cloud portal is the Service Supplier's website where the Service Supplier's cloud service offerings are presented, including the MultiCloud Ready offering, and associated public cloud solutions. The site is available at http://cloud.orange-business.com/

Cloud Customer Space

Cloud Customer Space of the Cloud Store is a space reserved for the User, allowing him to manage his MultiCloud Ready account. It is created when you create your MultiCloud Ready account.
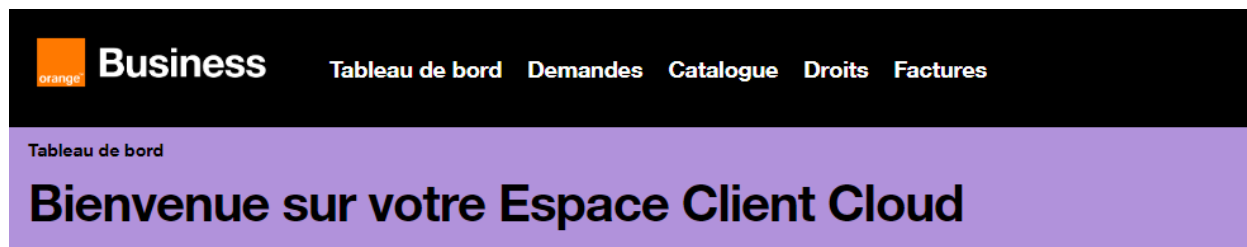
Figure #1:   The Cloud Customer Space

Cloud Customer Space the Customer can manage all MultiCloud Ready services for its Users, particularly through the following sections

- **Dashboard:** this section allows you to view general account information, access the console

- **Requests**: this section allows you to view the history of past requests on the Customer Cloud Space, and his status

Rights: this section allows you to manage rights on the Customer Cloud Space and give them access to the Provider's Console

- **Invoices:** allows you to view all invoices online, and other related files: itemized billing, invoice simulation during the month. This section also offers budget management (alerts)

- **Need help:** from the dashboard this section allows access to all online help and create support requests/ tickets

Provider's Portal

The Customer can access the management console of his Service through the Customer space of the cloud Store or directly from the URL of the Provider's console.

6.1.1.1 Amazon Web Services

The console is available here: https://aws.amazon.com/en/console/

6.1.1.2 Microsoft Azure

The console is available here: https://portal.azure.com/#home

6.1.1.3 Google Cloud Platform

The console is available here: https://console.cloud.google.com

6.2 Network

The Service is connected via the Internet. The MultiCloud Ready offer does not include network interconnection between the Customer's company and the Providers' infrastructures.

7 Content of the Service

7.1 Public Cloud Offerings

The MultiCloud Ready offer allows you to subscribe to the Cloud Solutions of the following suppliers:

- Microsoft Azure
- Amazon Web Services
- Google Cloud

Support for these Cloud Solutions is also provided by the Supplier, with terms defined according to the chosen support level.

7.2 Account creation

To allow the Customer to access the Provider's Cloud Solutions, the Supplier, on behalf and for the account of the Customer, creates a dedicated account for the Customer with the Provider, using the contact information provided in the Purchase Order by the Customer.

8 Support

The purpose of this chapter is to describe the support services provided by the Service Supplier as part of the MultiCloud Ready offer, and covers:

- the support offers available to the Customer;
- communication between the Supplier and the Customer;

the scope of support activities provided by the Supplier;

the prerequisites for support provision by the Supplier;

how to report an incident or request to the Technical Support;

how the Technical Support acknowledges and processes an incident or request.

orange Business

8.1 Definitions

- **An Incident** is an unplanned Interruption of the Services or a reduction in the quality of the Services.

- **A Ticket** is a record in the Service Supplier's ticketing tool for any request or incident report on the Services. A Ticket is used to exchange information between the Technical Support team and the Customer's designated contacts during the management and handling of a Request or an Incident on the Services.

- **A Request** is a request from the Client for information, advice or to benefit from a standard change or to access one of the Services.

A Service Outage is a complete interruption of the Services caused by the shutdown of one or more components of the supplierr's Cloud Services (critical or non-critical) and which makes the provision of the relevant service impossible.

- **Business hours are** between 9 AM and 7 PM (French time), Monday to Friday, excluding French holidays.**Support Offers are the offers** that the Customer can subscribe to, entitling them to different levels of support services commitment from the Supplier.

- **The Service Supplier's Customer Service** is the customer service for the MultiCloud Ready Services

- **The Website** refers to the Service Supplier's Cloud Store website which URL is http://cloud.orange-business.com/

- **The single point of contact** (**SPOC**/ Single Point of Contact) is the entire Technical Support team of the Service Supplier for the Catalogue Services which is the dedicated contact for the Customer in the event of a Request or Incident.

- **A Request for Change** (**RFC**) is a formal request for improvement or modification of the Services, issued by the Service Supplier, detailing the required change. The description of an RFC is indicated in the Change Management Procedure as set out in the "Change Management" section herein.

- **A Named Contact** is a functional expert designated by the Customer with a good knowledge of the Services. Only a Named Contact is authorized to submit Requests or report Incidents regarding the Services to the Service Supplier's technical support.

8.2 Organization of Support Services

In the context of subscribing to a support service offer, the Client can contact the Supplier for:

- Service Requests
- Reporting an Incident

The objective of the Service Supplier's support is to manage Requests and Incidents, by performing the following actions:

Handling Requests and Incidents, as well as his processing and resolution tracking in interface with the supplier's support and by following the procedures for managing Incidents and Requests as defined in this document.

Communicating appropriate and up-to-date information to the Named Contact of the Customer regarding the handling of Incidents and Requests that have been duly reported to them.

8.2.1 The Offers of Support

The Service Supplier offers its customers the following Support Offers:

Basic: support offer included by default. It includes access to documentation, online FAQs on the supplier's website and the ability to open tickets from the Customer space

- Standard: support offer designed for Customers whose use of the Services is intended for non-production application development.

- Business: support offer designed for Customers whose use of the Services is intended for production applications.

orange Business

▪ Premium: support offer designed for Customers whose use of the Services is intended for demanding production applications.

Support services are subscribed to for a minimum of six (6) months. The customer can only change his Order to a higher-level support offer during the commitment period. The Customer will then be committed for another six (6) months at the newly subscribed level.

Support level changes take effect at the beginning of the calendar month.

Multi Cloud Ready Support Offers	Basic	Standard	Business	Premium
Customer Service				
Documentation and FAQ from Provider	Included	Included	Included	Included
Account, Subscription, Billing Questions	Business Hours	Business Hours	Business Hours	Business Hours
Technical Support				
Access Methods				
Ticket via Customer Space	Ticket Received 24/7	Ticket Received 24/7	Ticket Received 24/7	Ticket Received 24/7
Email	N/A	N/A	N/A	Yes
Phone	N/A	N/A	Phone with prior ticket	Phone with prior ticket
Mean Time to Initial Response (MTTI)				
Ticket Processing Hours	Business Day	Business Day	P1, P2: 24x7 P3: Business Hours	24/7
MTTI on P3 **Incident** Initial Response Time System Affected (1)	N/A	1 Business Day	1 Business Day	<8 hours
MTTI on P2 **Incident** Initial Response Time Production System Affected (2)	N/A	1 Business Day	<2 hours	<1 hour
MTTI on P1 **Incident** Initial Response Time System down (3)	N/A	<12 Business hours	<1 hour	< 30 minutes
Best Practices Assistance	Optional Cloud Coach Service			
Change Management	Optional: Managed Application Offers			
Monitoring and OS and application supervision	Optional: Managed Application Offers			
Pricing				
Availability in single-tenant support service offer	N/A	Mono-tenant Standard Support	Mono-tenant Business Support	Mono-tenant Premium Support
Number of Named Contacts for single-tenant service	N/A	2	5	Unlimited
Availability in multi-tenant support service offer	N/A	N/A	Multi-tenant Business Support	Multi-tenant Premium Support
Number of Named Contacts for multi-tenant service	N/A	N/A	Unlimited	Unlimited

orange Business

(1) A P3 incident corresponds to a minor issue with limited impact on the client's business and a possible workaround. (2) A P2 incident corresponds to a major and permanent loss of services affecting operations significantly, with no possible workaround. (3) A P1 incident corresponds to a complete, permanent loss of services with severe business impact and no possible workaround.

Figure 2:   Table of Support Offers

8.2.2 Provider Documentation

Various documentary contents regularly updated by the Providers are available to the Client on the Providers' websites to assist them in using the Services, accessible at the addresses below.

- Amazon Web Services https://docs.aws.amazon.com/

- Google Cloud Platform https://cloud.google.com/docs

- Microsoft Azure https://docs.microsoft.com/en/azure/?_product=featured

Technical Support

The Technical Support team handles the Customer's requests for the Services and considers the Incidents reported during the time slots and within the deadlines set according to the support offer subscribed by the Customer as described in 8.2.1.

Under the STANDARD, BUSINESS AND PREMIUM Support Service, the Service Supplier undertakes to:

- Handles the Customer's Requests and Incidents according to the deadlines stipulated in the relevant support offer;

- respond to all requests for information regarding the Customer's account, Named Contacts and invoices;

- respond to all requests for information on the features of the Services;

- make its best efforts to resolve any Incident related to the proper functioning of the Services;

- make best efforts with Customers who have subscribed to a BUSINESS or PREMIUM Support offer to provide technical assistance related to the use of the operating systems provided by the Service Supplier in the Catalogue. For all practical purposes, it is specified that the Service Supplier's support team does not directly administer systems as part of MultiCloud Ready support.

The Service Supplier's Technical Support excludes:

- the processing of Requests and Incidents related to operating systems/software not provided by the Service Supplier;

- the processing of Requests and Incidents related to software installed by the Customer;

- the processing of Requests and Incidents related to system administration tasks of the Customer's virtual machines;

- Development of code or scripts

Customer's skills and responsibilities

The Customer commits to implementing best practices for cloud usage and all possible means to handle Requests and resolve Incidents reported on his service before declaring an Incident to Technical Support. If the Customer is unable to process the request or resolve the Incident detected on the Services due to a malfunction of the Services, they may then send the Request or Incident to Technical Support following the Incident Management procedure described herein.

The Named Contact of the Customer authorized to contact Technical Support is an individual presumed to be trained and competent in the use of Cloud and supplier APIs.

orange Business

The Customer must provide Customer Service with a list of Named Contacts who are the only ones authorized to make a Request or report an Incident to Technical Support.

To this end, the Customer will provide the Service Supplier with a list nominating the Appointed Contacts including at least the following information:

- Name;
- First name;
- Function;
- Email address;
- Telephone;
- Availability time slot.

These Named Contacts will be the sole points of contact used to inform the Customer of any Incidents detected by the Supplier on the Services used by the Client. The number of Named Contacts authorized to contact support is defined in the Support Offerings Table herein.

8.3 Incident Management

This section describes the steps that must be followed by the Customer to manage the Incidents they report to the Supplier.

Incident reported by the Customer to Technical Support

Technical Support implements the Incident management process only when one of the following cases occurs:

- The Client has subscribed to a STANDARD, BUSINESS, or PREMIUM support offering from the Supplier.

- The Client has created a Ticket from his Customer Space in the Cloud Store.

- The Client sends an email to the Supplier if they cannot access his personal space (PREMIUM offering).

- The Client calls Technical Support to report a critical or major Incident under the BUSINESS or PREMIUM support contract only.

The prerequisites for opening an Incident Ticket are:

- the Incident concerns exclusively the Services; for example, an Incident does not concern architectures, software, production applications, services designed and operated by the Customer on the Services.

- the Customer has implemented the means to resolve the Incident at its disposal, in particular through the use of the Services (among others, the APIs of the Services) and has not been able to resolve the Incident (See chapter Customer's Skills and Responsibilities)

- Only the named Contacts designated by the Customer may contact the Service Supplier's technical support;

- the Customer has collected all information related to the Incident;

- the Customer fills in the mandatory fields in his Ticket in the ticketing tool of the Customer Area according to the instructions communicated by the Service Supplier.

Specific process in case of Incident reported by phone or email

The information declared by e-mail or telephone must be complete and accurate. In order to allow the Service Supplier to handle the Incident, the Customer agrees to confirm the Incident to Technical Support according to the processes and tools made available by the Service Supplier. Failing this, the Service Supplier may not process the Customer's request.

To be processed by the Service Supplier, the Tickets or, in the case of PREMIUM SUPPORT, the emails sent by the Customer's support team must contain the following information:

- Email of the Customer's account administrator

- Subject: « [Ticket number from the Customer's ticketing tool] Description of the Incident».

orange Business

▪ Body: the expected information is described below in the «Ticket declaration template»

Once the Ticket has been created by the Customer, the Service Supplier's support teams inform the Named Contact of the Customer by editing the Ticket. The exchange between the Customer and the Technical Support then continues through the ticket management tool of the Customer's personal space in the Cloud Store.

In case of exchange by email or phone, a Ticket will be created, and the follow-up will be done through this Ticket. The Technical Support team will define the appropriate priority level for the Incident created, based on its criticality. In this regard, Technical Support reserves the right to change the priority of an Incident declared by the Customer.

8.4 Handling Incidents

Once the Ticket is created, the Customer is informed by email of the processing status of the Incident.

The Service Supplier undertakes to consider and provide initial feedback to the Customer timeframes depending on the Criticality of the Incident (according to the "Incident Priority Matrix" herein) and the Support Offer subscribed to by the Customer. The commitments for Initial Mean Time to Respond (MTTR) are described in the Support Offers Table in Chapter 4.1 herein.

It is understood that any Ticket not covered by the scope of support provided by the Service Supplier will be automatically closed by the Service Supplier.

In the event of disagreement between the Customer and the Service Supplier on the priority level of an Incident, the Service Supplier will apply the re-prioritization procedure as described in the Modification of the severity of an Incident Ticket paragraph.

The Customer may ask the Service Supplier to provide support through the Provider's Console or his tenant's APIs. In this case, it is the Client's responsibility to invite the Service Supplier's support personnel temporarily in its tenant.

The support personnel of the Service Supplier invited by the Customer will temporarily have the same rights as the Customer on the configuration of his tenant.

Once the Supplier has completed its intervention, it will be the Client's responsibility to remove the invitation of the Supplier's support personnel.

Incident Resolution

Once a solution to resolve the Incident has been found (workaround, patch, etc.), the Technical Support team will change the status of the Ticket from "En cours / In progress" to "Résolu / Resolved," and the Client will be notified by email.

Incident Closure

When the resolution is confirmed by the Customer, the Ticket will be closed by the Technical Support team.

In the absence of confirmation by the Customer within five (5) working days from the resolution of the Incident, the Ticket will be automatically closed.

Incident Priority Matrix

The priority level of an incident ticket is defined as follows:

▪ A P1 incident or critical incident corresponds to a complete, permanent loss of services with a severe business impact and no possible workaround.

▪ A P2 incident or major incident corresponds to a major and permanent loss of services significantly affecting operations with no possible workaround.

▪ A P3 incident or standard incident corresponds to a minor issue with limited impact on the client's business and a possible workaround.

Changing the priority level of an Incident Ticket

The priority level of an Incident Ticket may be modified as follows:

8.4.1.1   Downgrading the priority level of Incident Tickets

When a critical P1 or major P2 incident reported by the Customer does not meet the definitions of the Incident priority matrix, the Technical Support team may downgrade the priority level of the Ticket.

The Customer may provide additional information and details about the Incident, its impacts, and explain the choice of Incident priority to the Technical Support team (during this period, the Ticket status will be changed from "En cours / In progress" to "En attente / On hold"):

If the Incident indeed matches the priority level defined by the Customer, the level defined by the Customer remains unchanged.

Otherwise, the priority level of the Ticket is downgraded.

In case of disagreement, the Supplier will ultimately define the priority level of an Incident.

8.4.1.2   Increasing the priority level of Incident Tickets

When a Standard P3 Incident, or a Major P2 Incident reported by the Customer, does not meet the definitions in the Incident Priority Matrix, the Technical Support team may increase the Ticket priority level.

The Customer may provide additional information and details about the Incident, its impacts and explain the choice of the priority of the Incident to the Technical Support team (during this period, the status of the Ticket will be changed from "In progress" to "Pending / On hold"):

If the additional information and details provided by the Customer confirm that the Incident matches the priority level defined by the Customer, the level defined by the Customer remains unchanged;

- Otherwise, the priority level of the Ticket is increased.

In case of disagreement, the Supplier will ultimately define the priority level of an Incident.

9 Service Limitations

9.1 Resource quota

To protect against misuse or uncontrolled use, the Customer is informed that the Service Supplier may set a maximum quota of resources in the context of the use of the Services. This quota may be adjusted at the Customer's request subject to acceptance by the Service Supplier.

9.2 Backups

It is the Customer's responsibility to perform backups of his virtual machines and data. Unless otherwise specified, the Cloud Services do not include systematic backups by the Service Supplier. Therefore, the Service Supplier cannot be held responsible for reconstructing the data as part of the MultiCloud Ready offer.

10 Data processing and security

The obligations regarding the processing and security of Customer Data applicable to the services provided by the Provider are accessible at the following links:

- AWS: https://d1.awsstatic.com/legal/privacypolicy/AWS_Privacy_Notice_French_Translation.pdf

- Microsoft Azure: https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA
- Google Cloud Platform:
    - https://cloud.google.com/terms/data-processing-addendum
    - https://cloud.google.com/terms/mcs-data-processing-terms

The obligations regarding the processing and security of Customer Data applicable to the support services provided by the Service Supplier are accessible at the following link:

https://www.orange-business.com/sites/default/files/obs-politique-pdp-clients-prospects_finale_-v5.0-feb-22_0.pdf#chapitre8

11 Service Quality Commitments

The obligations regarding the quality-of-service commitments applicable to the Provider's service can be found at the following links:

- AWS: https://aws.amazon.com/en/legal/service-level-agreements/
- Microsoft Azure: https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=13
- Google Cloud : https://cloud.google.com/terms/sla

orange Business