



General Terms and Conditions for Cloud Services

1. Definitions

Activation Date refers to the actual date on which all or part of an Order is activated by Orange Business Services, except for Consulting and Professional Services, notified to the Customer by Orange Business Services.

Affiliate with regard to one of the Parties, refers to any entity which currently or at a later date, directly or indirectly, controls, is controlled by, or is under the same control of any of the Parties as per Article L 233-16 II of the French Commercial Code.

Beneficiary refers to any Affiliate of the Customer designated by the Customer that is likely to use or access the Service.

Bespoke Offer(s) refers to Services whose Deliverables or conditions of execution are specifically designed for the Customer and are described in a Technical and Financial Proposal.

Beta Feature refers to a Feature provided to the Customer ahead from its commercial launch, in order to collect feedback from the Customer and accelerate its tuning.

Binary Code refers to a compiled Software in binary language, intelligible and executable by a computer or any other equivalent information system.

Consulting and Professional Services refer to Services consisting in providing the Customer with intellectual services (such as training, audit, coaching, expertise, design, configuration, deployment, support) and the related Deliverables.

Complaint shall mean the written expression of the disagreement of the Customer regarding an invoice.

Contract refers to the agreement reached by Orange Business Services and the Customer for one or several given Service(s) in accordance with the contractual documents referred to in article "Contractual Documents" of the present General Terms and Conditions and listed in the Order Form for the Service(s).

Customer refers to the legal entity holding the Contract concluded, for its business needs, with Orange Business Services.

Customer Equipment(s) refers to the pieces of equipment belonging to the Customer which are necessary for the provision or use of the Services. If necessary, Customer Equipment(s) may be provided by Orange Business Services for a given Service.

Data refers to Customer and User data, including direct or indirect personal data, hosted by Orange Business Services under the Contract and accessible only to the Customer and Users.

Deliverable(s) refers to the documents and any other tangible element provided to the customer by Orange Business Services under the Contract.

Documentation refers to written documentation required to use, install, or operate an equipment or a Software.

Experiment refers to the use of the Service for the purpose of its testing by a sample of customers, before the commercialization of at least one of its components to all customers, governed by Particular Terms and Conditions for Experiment.

Feature refers to a component of the Service.

General Terms and Conditions refers to the present document.

Holder shall mean any individual or legal entity that (a) holds individually or in a joint manner, directly or indirectly, at least 50% of the voting rights in the Customer or (b) holds individually or jointly, directly or indirectly, the power to manage or have managed the management and policies of the Customer, through the holding of shares, by contract or otherwise.

Local Terms and Conditions refers to the terms and conditions applicable in a country as per General Terms and Conditions.

Open Source Software refers to any Software, under Binary Code form and Source Code form, governed by the terms and conditions of a license:

- consistent with the principles of the Open Source Initiative (hereinafter referred to as 'OSI'), which is defined on the following website: <http://www.opensource.org/docs/definition.php>, and/or
- certified by the OSI (see list of these licenses: <http://www.opensource.org/licenses/>),

Orange Business Services refers to Orange Cloud for Business SAS or one of its Affiliates holding the Contract concluded with the Customer.

Order refers to all the orders placed by the Customer for one or several given Service(s) and accepted by Orange Business Services.

Order Form refers to the standard forms/note appended or, where applicable, available on line, and which specify the information required for the Services provided by Orange Business Services and enable Customers to place their Orders.

Particular Terms and Conditions refers to terms and conditions granted specifically to a client as per General Terms and Conditions.

Party (Parties) refers to one or both holders of the Contract.

Related Person refers to any individual or legal entity as well as any association, government, state, authority, foundation or trustee, who is (a) an Affiliate of a Party, (b) Holder of a Party, (c) director or administrator of a Party, (d) sub-contractor of a Party involved in the performance of the Contract or (e) any other representative of a Party.

Requested Delivery Date refers to the start-up date agreed upon by Orange Business Services and the Customer, except for Consulting and Professional Services, and specified in the Order Form.

Service(s) refers to any cloud computing or IT service, including Consulting and Professional Services, provided by Orange Business Services under the Contract and described in Service Descriptions and/or Technical and Financial Proposals.

Service Credit refers to a financial compensation granted to the Customer as penalty for non-respect of quality-of-service commitments.

Software refers to any software program containing sets of instructions designed for performing a process or convertible into an executable format by a computer and attached to a physical medium and in any code format, as well as the associated documentation.

Source Code refers to a Software in the form of series of instructions, written in a programming language intelligible only by a person skilled in the art.

Taxation, Duties and Taxes refers to any tax, duty and taxation including (a) VAT and all other sales figure taxes, (b) source withholdings applicable to payments made by the Customer, (c) customs duties, excise duties, registration fees and stamp duties, and, (d) the duties and costs specified by applicable laws or regulations for telecommunications and based on sales.

Technical and Financial Proposal refers to the document describing the means and conditions of execution, the Deliverables to be produced, the price and billing conditions, and time schedule for completion of a Bespoke Offer.

Third Party Software refers to the Software which intellectual property rights are held by third parties, including Open Source Software.

Trial refers to the use of the Service by the Customer in order to assess the adequacy of the Service to its needs, governed by Particular Terms and Conditions for Trial.

User(s) refers to the physical persons using the Service under the Customer's responsibility.

User Interface refers to any portal or application to which users can connect to manage the Services.

Working Days (or WD) refers to non-public holidays in France, from Monday to Friday.

2. Purpose of the document

The purpose of the General Terms and Conditions is to set forth the conditions and terms on which Orange Business Services provides the Services to the Customer, subscribed by the Customer for its own needs and/or the needs of the Beneficiaries.

3. Contractual documents

3.1. The General Terms and Conditions are the common legal basis for all the Services. The Contract consists in the following documents, by decreasing priority order:

- Orders
- in the case of a Bespoke Offer, the Technical and Financial Proposal provided it is compliant with General Terms and Conditions, with Particular Conditions and with Local Terms and Conditions
- If any, Local Terms and Conditions
- if any, Particular Terms and Conditions
- the “Service Description”, for each concerned Service
- the “Price List”, for each concerned Service
- the “Service Level Agreement”, if any, for each concerned Service
- the “Description of Processing of Personal Data”, for each concerned Service
- General Terms and Conditions

3.2. Therefore, the Customer may not rely on any previous stipulation related to the subject matter of the Contract whichever the support or the nature of this stipulation.

4. Scope

4.1. Each order is deemed concluded by the Customer in its own behalf.

4.2. The Customer may issue Orders in its own name on behalf of Beneficiary(ies) and represents these Beneficiaries vis-à-vis Orange Business Services.

The Customer undertakes to communicate to said Affiliates the content of the General Terms and Conditions, as well as any future amendments thereto. In any case, the Customer is solely responsible for the fulfillment of the contractual obligations by its Affiliates. In any case, Orange Business Services is not obliged to directly reply to any Affiliate of the Customer for any enquiry concerning the subject-matter of the Contract.

4.3. The Customer identifies its Beneficiaries in the Order Form. The Customer shall immediately notify Orange Business Services in writing at the address mentioned in the Order Form about any modification which may have implications on the execution of the Contract (addition or exclusion of a Beneficiary).

4.4. Without prejudice to article « Confidentiality », Orange Business Services reserves the right to send to its Affiliates, freely and at any time during the execution of the Contract, all information used to assess Customer's and Beneficiaries' financial capacity.

5. Duration and effective date

5.1. Without prejudice to article “Survival”, the General Terms and Conditions shall enter into force upon signature of the first Order and shall end at the end of the latest current Order.

5.2. An Order Form shall be required for any Service to be provided.

5.3. Order amendments required by the Customer shall be made using an Order Form or any other means, including a User Interface, if available for the Service in question.

5.4. For reoccurring Services, the Orders shall be placed for an indeterminate period, with a minimum period, starting from the Activation Date of the Service concerned. The minimum period of the Order for each Service shall be mentioned in the Service Description for the Service concerned and/or in the Technical and Financial Proposal and/or in the Order Form.

5.4. For non-reoccurring Services, the Orders shall be placed for the period necessary to provide the Services ordered.

5.5. During the execution of the Contract, the Customer may request from Orange Business Services or Orange Business Services may propose to the Customer modifications to the Bespoke Offers described in the Order. These requests or proposals to modify the Bespoke Offers shall...be subject to an amendment to the Technical and Financial Proposal and a new Order Form which will modify accordingly the Order

6. Termination

6.1 Termination for convenience

Each of the Parties may terminate at any time, and for convenience, all or part of an Order, by registered letter with acknowledgement of receipt to the address mentioned in the Order Form, subject to a one-month notice or within the period indicated in the Services Description in question and/or in the Technical and Financial Proposal. Canceling a Service shall result in the termination of all the options ordered. Canceling all the orders concerned by the Service in question shall result ipso jure in the termination of the Contract. The Service shall be billed until the effective termination date.

6.2 Termination on the ground of breach

6.2.1. If any of the parties fails to fulfill a substantial contractual obligation, even after receiving a formal notice to remedy this situation by registered mail with acknowledgement of receipt, 30 calendar days starting from the notification date, the other party may terminate, ipso jure, the Orders concerned by registered mail with request for acknowledgement of receipt, without prejudice to its other rights.

The termination process applicable in case of a failure to comply with QoS commitment will be described if any, in the Service Level Agreement and /or in the Technical and Financial Proposal.

6.2.2. In case of breach of paragraphs 7.2.2. and 7.2.4 and in case of occurrence of event as per article 10.9 of the present General Terms and Conditions, the Customer acknowledges the right for Orange Business Services to suspend or terminate as of right and without any other formalities all or part of the relevant Order(s) without any indemnification for the Customer.

6.2.3. In the event of termination due to failure by Orange Business Services to fulfill its contractual obligations, the compensations or termination fines shall not be paid by the Customer.

6.2.4. The cancellation implementing conditions specified in article 1226 of the Civil Code (understood as being termination considering the nature of the Services) are those defined in this article.

6.3 Changes in the contractual or technical conditions of a Service by Orange Business Services

6.3.1. Orange Business Services may change at any time the contractual or technical terms of provision of a Service (including cancellation of a component of a Service), subject to informing the Customer with minimum 1 month notice, unless otherwise provided, before the effective date. Orange Business Services may extend this notice period, without it exceeding 6 months, if it is proven that the nature of the technical modification implies substantial adaptation work to be carried out by Customers. The changes are applicable during the course of the Contract to all Services ordered under this Contract. In the event of introduction of new Features, the Customer shall be informed by consulting the User Interfaces provided by Orange Business Services, at the latest on the effective release date of the new Feature.

6.3.2. In the event of any significant change impacting the Customer (including but not limited to any price increase unrelated to telecommunications regulations), the latter may terminate the respective Order or Orders by right including during the minimum period and at the latest 2 months after the effective change date, with no termination costs. The new terms and conditions shall apply until effective date of termination or of end of reversibility.

6.4 Orange Business Services Service withdrawal conditions

6.4.1. Unless otherwise provided, in the event of the cancellation of a Service in full, Orange Business Services shall inform the Customer at least 6 months in advance of the date on which the Service will be stopped.

6.4.2. The discontinuation of the Service shall result in the termination of the respective Orders on the date specified above. The discontinuation of the Service shall not incur the responsibility of Orange Business Services and entitle the Customer to damages.

6.4.3. Orange Business Services makes its best efforts to offer the Customer a replacement solution

6.5 Consequences of the termination

6.5.1. If the Customer terminates all or Part of the Order before the end of the minimum period, termination compensation shall be invoiced by Orange Business Services to the Customer, unless the termination is due to a failure by Orange Business Services to fulfill its obligations, in accordance with Article 6.2.3 of the present document. These compensations shall be equal to the amount of the remaining subscriptions up till the minimum duration or fixed duration, or the amount specified in the Service Description or in the Technical and Financial Proposal concerned and, in case of non-reoccurring Services, the total amount of the Service.

6.5.2. If the Customer terminates all or part of the Order prior to the Activation Date, the Customer shall pay the activation costs for the Service concerned or an amount fixed in the Service Description or in the Technical and Financial Proposal.

6.5.3. The penalties payable by the Customer for terminating the Orders shall be cumulative.

6.5.4. Any amount due to Orange Business Services shall become immediately payable once an Order is terminated.

6.5.5. Upon the termination of any part of an Order, for any reason, the Customer undertakes to (a) return or destroy all the copies of the software related to the Service, and (b) return to Orange Business Services, where applicable, all the IP addresses assigned to it and for which Orange Business Services shall recover the full user right.

7. Conditions for providing the Services

7.1 Obligations of Orange Business Services

7.1.1. Orange Business Services shall be bound by a general obligation of means in the execution of the Contract.

However, it shall be bound by an obligation of result for its quality of service commitments (when for these latter, the result to be attained is defined contractually and this result can be measured).

7.1.2. For the entire duration of the Contract, Orange Business Services undertakes to advise the Customer with all the due diligence and professionalism that the Customer can expect from a professional of the speciality so the Services can be provided in accordance with the specifications of the Contract.

Orange Business Services must, among other things:

- Advise the Customer on any choice or demand made by the Customer which may affect the conditions for executing the Contract;
- Propose to the Customer any addition to or improvement of the methods and procedures which may seem necessary.

7.1.3. The Features cited as part of the roadmap are described for information only and constitute no commitment whatsoever concerning the provision and availability date of roadmap Features.

7.2 Customer's obligations

7.2.1. The fact of placing an order implies the Customer's acceptance of the terms and conditions of the Contract. Orange Business Services shall provide any necessary information and advice to allow the Customer to enter into the Contract in full knowledge of the facts. The Customer acknowledges that it has checked the fitness of the Service for its needs, based on the information provided by Orange Business Services.

The Customer agrees to cooperate actively and regularly with Orange Business Services, particularly by providing it in an accurate manner with the scope and nature of its needs, with any information regarding particularly its organisation and its Users, possible specific requirements likely to have an impact on the provision of the Services, its technical and I.T. environment particularly as well as more generally any information likely to allow or facilitate the provision of the Service. The Customer shall indicate to Orange Business Services the information which shall mandatorily be checked. Additionally, the Customer agrees to inform Orange Business Services promptly of any change that may be made to its organisation (ex: change in contact or banking details).

7.2.2. The Customer agrees to use the Service (a) in accordance with the provisions of the Contract and/or with any recommendations passed by Orange Business Services (b) in compliance with any law or regulations applicable in any country where the Service is provided; (c) for its own needs or the needs of the Beneficiaries: the Contract rules out any right to resell, distribute or provide the Service, directly or indirectly, to a third party, without the prior and written agreement of Orange Business Services.

7.2.3. The Customer agrees to appoint a contact person that shall ensure the proper performance by the Customer of its duties and shall be the contact person of Orange Business Services for any issue relating to the provision of the respective Service.

7.2.4. The Customer undertakes to refrain from:

- analyzing, viewing or modifying the configuration of the Orange Business Services hosting platform, except for the items (such as virtual machines, files, directories) that are explicitly attributed to the Customer. Any intrusion or attempted intrusion into the Orange Business Services computer systems or into a third party's resources shall result in the immediate engagement of the Customer's liability.
- any load test, intrusion test, or any other similar check, without the prior consent of Orange Business Services.
- sending in any form whatsoever any type of unsolicited messages or communications ("SPAM") which may result in removal of network addresses provided by Orange Business Services.
- falsifying information about the Users of the Services or any other type of information pertaining to the Services
- participation in any other activity which
 - constitutes a violation of the law (such as, and in particular, defamation, invasion of privacy, harassment, obscenity or child pornography, non-respect of export rules, as well as violation or misuse of third-party intellectual or industrial property rights, especially their copyrights, trademarks, patent rights and professional secrets)
 - threatens the integrity and/or security of any IT network or system, especially transmission of worms, viruses or any other illegal codes, as well as unauthorized access to any device or information
 - tries to use the Service in any manner aimed at avoiding the charges or payments inherent in its use
 - damages or interferes in any other way with the use of a Service by another User
 - constitutes a violation of a third party's agreement or confidentiality obligation
 - constitutes a violation of a generally accepted code of conduct and of the use of the internet and other networks, such as denial of service attacks, web page defacement, port and network scanning and unauthorized third-party system penetration.

7.2.5. Unless otherwise agreed upon by the Parties, the Customer shall be responsible, where applicable, for processing and storing the data for the connection between Users and the Orange Business Services devices giving access to the networks and applications used within the framework of the Services.

7.2.6. Unless otherwise agreed upon by the Parties, the Client shall be responsible of the security policy of its networks, virtual machines, Software and Data, and of any procedure related to response to security vulnerabilities and attacks.

7.2.7. Especially for Services that require the Customer to connect to a secure Orange Business Services portal, the Customer shall be solely responsible for communicating, using and keeping the connection logins, passwords and secret codes once they are communicated to it by Orange Business Services.

7.2.8. The Customer shall be solely responsible for the use of the Services and the consequences thereof, for the contents of its web sites set up through the Services and for the use of the data that it views, consults and transfers on the Internet, as well as for any downloading it completes and the consequences thereof;

7.2.9. The Customer agrees to inform its Users of the terms of use of the Service provided and shall remain solely responsible for the Users' compliance with the contractual duties and proper use of the Service. The Customer is bound by any new action, specifically new Order or modification of an Order, made par the User via User Interface.

7.2.10. When connection to the Services is carried out via the Internet network, it is the Customer's responsibility to take all measures to maintain this access. The Customer acknowledges that unforeseen technical problems may affect this network and cause slowdowns or unavailability, making connection to it impossible.

7.2.11. Orange Business Services may, at any time, carry out a check of compliance with the obligations contained in the Contract by the Customer. In any event, the Customer undertakes to cooperate in good faith with Orange Business Services in particular by providing it with all the necessary information and responding to all of its requests. The cost of this audit will be borne by Orange Business Services except where this audit indicates non-compliance with the provisions of the Contract. In this case, the cost of the audit will be borne entirely by the Customer.

7.3 Provision, installation, operation and maintenance

7.3.1. Orange Business Services' conditions for provision, installation, operation and maintenance, specific to each Service, are given in the Service Description of the Service concerned and/or in the Technical and Financial Proposal.

7.3.2. Orange Business Services may install some Software on the Customer Equipments. In this case, the Customer undertakes to make available to the technician of Orange Business Services the original devices containing the operating systems available on these Customer Equipments. The Customer shall be responsible for any impact which the intervention of Orange Business Services may have on these Customer Equipments, especially regarding

the range of the guarantee or service support it may have from the manufacturer/supplier. The Customer must declare, during information collection, all hardware and software information related to its network and to its information system. Orange Business Services shall not be held responsible in the event of incompatibility between already existing software and any new Software which results in some malfunctions or if the Customer fails to take beforehand all the precautions necessary to back up the data.

7.3.3. During the performance of the Contract, Orange Business Services may need to install equipments in the Customer's premises. In such a case, the Customer shall especially provide at its own cost, Orange Business Services with installations, power supply and assistance necessary for the good functioning of these equipment.

All the equipment of Orange Business Services installed in the Customer's premises will remain the exclusive property of Orange Business Services. The Customer will authorize Orange Business Services to recover all these equipment after the termination of the Contract whatever the reason for this termination.

The Customer will be held liable for any damage and theft of the equipment of Orange Business Services installed in the premises of the Customer . The Customer shall obtain relevant insurance policy.

The Customer commits not to disturb the functioning of these equipment and not to modify or intervene on these equipment without the prior authorization of Orange Business Services.

7.3.4. During any intervention justified by the provision, installation, operation or maintenance of a Service, the Customer must provide Orange Business Services with all the documents necessary to perform the intervention and allow Orange Business Services and its appointed representatives who can prove their capacity to access to its premises, to make them available sufficient space and the means necessary for the performance of their mission. If this installation or intervention requires passing through a thirdparty's property, the Customer shall deal to obtain the approval of this third party. The Customer agrees to be present on its premises during the work by Orange Business Services. Any period during which the premises of the Customer are not accessible to Orange Business Services or its representatives shall not be taken into account while calculating the time given to Orange Business Services to fulfill its obligations. The related Travel cost of Orange Business Services or its subcontractors, will be charged in addition. The Customer shall inform the abovementioned workers about the existence and location of pipelines (example gas, electricity, water, etc.) and equipment of any kind, as well as about any other risk factor which may exist at the premises to which the workers have access to for the purposes of the Service. The Customer is liable for any risk factor which may occur in these premises and it is up to the Customer to make at its own expenses the necessary adjustment or compliance upgrades. Prior to the intervention of Orange Business Services, the Customer shall provide all the necessary information relating to the health and safety rules? working hours, internal rules and discipline rules in force at its premises,

7.3.5. In order to ensure that the quality of a Service is maintained, Orange Business Services may have to complete work likely to affect temporarily the proper operation of the said Service and shall make its best efforts, as far as possible, to reduce any disturbance resulting therefrom for the Customer. In the event such work is likely to have consequences on the provision of the Service to the Customer, Orange Business Services shall advise the Customer at least 2 calendar days in advance of the work date, by all means, indicating the dates, time and forecast duration of the Service interruption. If the Service provided to the Customer is the only one likely to be affected by the work, Orange Business Services shall agree with it on the work timeslot. If, on the request of the Customer and after a study, the scheduled work takes place during a non-working period, the resulting additional costs shall be borne by the Customer. Service interruptions due to scheduled work are not considered as incidents and shall not result in the responsibility of Orange Business Services nor be the subject of penalties on the ground of the service quality commitments of Orange Business Services.

7.3.6. In the case when virtual machines are used in the Services, Orange Business Services reserves the right to substitute the virtual machines assigned to the Customer if Orange Business Services believes it is necessary, especially in event of changeover of computer server equipment, compliance upgrades, repair or maintenance of the server.

Orange Business Services will do its best efforts to beforehand inform the Customer and organize with the collaboration of the Customer, the transfer of the solution of the Customer to new virtual machines.

7.3.7. Before reporting a Service interruption or failure to Orange Business Services, the Customer shall make sure at first that the defect is not on the components that it is responsible for. Any maintenance work by Orange Business Services following incidents, damages or disorders originating particularly in one of the liability limitation or exclusion cases specified herein (excluding scheduled maintenance work) or resulting from the internal Access or a piece of equipment not provided by Orange Business Services shall be charged extra to the Customer. The invoice shall include travelling costs as well as other documented costs, time spent at the hourly rate of Orange Business Services or its sub-contractors as well as possible repair costs.

7.4 Implementation

Except for Consulting and Professional Services:

7.4.1. The Order Form shall include the Requested Delivery Date. Orange Business Services shall do its best to fulfill the Requested Delivery Date mentioned in the Order Form.

7.4.2. The Customer shall be notified of the Activation Date by Orange Business Services. It shall be the basis for invoicing the Order concerned.

7.4.3. The activation conditions shall be described in the Service Description for the Service in question and/or in the Technical and Financial Proposal.

7.4.4. If Orange Business Services or its subcontractors cannot activate a Service due to circumstances attributable to the Customer, Orange Business Services shall not be held liable for this and may invoice the Customer for all travel expenses and other justifiable charges as well as the time spent on fruitless activation, at the hourly rates of Orange Business Services or its subcontractors. Moreover, in such cases, and especially if the Customer has failed to respect the prerequisites under its responsibility, Orange Business Services may terminate the Order placed by the Customer, after an injunction unsuccessful for a period of 8 calendar days and without having to pay any penalty or compensation to the Customer and without prejudice to its other rights.

7.5 Acceptance of Bespoke Offers

7.5.1. At the end of the Services, once the specific Deliverables are supplied to the Customer, Orange Business Service will provide the Customer with acceptance form confirming good achievement of the Services.

7.5.2. In case the Customer does not raise any specific comments to Orange Business Services within 10 (ten) working days from the receipt of this acceptance document, then the Services described in the Order will be held definitely completed, well achieved and definitely accepted in full and no reservation nor claim may be raised.

7.5.3. If the Services described in the Order are splitted in lots, then the present article 7 "Acceptance of Bespoke Offers" shall apply to the acceptance of each lot.

7.6 Claim

If during the performance of the Contract, the Customer has reservations or concerns about the smooth running of the performance of the Consulting and Professional Services, it will be up to the Customer to immediately inform Orange Business Services about any difficulties, and Orange Business Services to use all means available to satisfy the Customer. Any claim shall be made to the contacts specified in the invoice.

7.7 Suspension

7.7.1. For Services under which an internet connection is supplied to the Customer: for security reasons, in particular in order to assure the integrity of its network (among others things in order to protect it against denial-of-service attacks) and to protect itself from a deterioration of the quality of the associated Services, Orange Business Services reserves the right to suspend the service allowing access to Internet subscribed by the Customer (hereafter the "Access Service"), provided the traffic routed to the Customer's IP address(es) constitutes a volume of data manifestly disproportionate to the traffic described in the Access Service and jeopardizes the availability of the network.

7.7.2. Orange Business Services may suspend the Service if requested or decided by a court or administration.

7.7.3. In all cases of suspension specified herein, the Customer will be informed of this suspension as soon as possible. This suspension shall not be considered as an incident and thus no penalty for non-respect of quality of service commitments shall apply., and Orange Business Services can't be held liable for any damage suffered by the Customer. During the suspension, Orange Business Services will invoice the Service.

8. Service level agreement

8.1 Quality-of-service commitments

8.1.1. Orange Business Services shall make quality-of-service commitments where appropriate and according to the Service concerned, on the conditions defined in the appendix Service Level Agreement and/or in the Technical and Financial Proposal.

8.1.2. The quality-of-service commitments may result in the payment of a penalty the amount of which shall be specified in the Appendix Service Level Agreement and/or in the Technical and Financial Proposal. It is expressly agreed that the sums payable as penalty for non-respect of quality of service commitments shall constitute for the Customer a fixed compensation covering the damage suffered and exclude any claim of damages on the same grounds.

The total amount of Service Credits granted to the Customer over twelve months for a given Service may not exceed 5% of the annual amount of recurring services invoiced to the Customer for the same Service and the same twelve-month period.

8.1.3. Using a platform shared between several Customers may result in limitations in the use of the technical resources and bandwidth and the speed of network access and system performance, which the Customer agrees to. Orange Business Services reserves the right to implement the software tools necessary to monitor the use of the technical resources and bandwidth and its limitation in order to be in a position to supply the expected service quality to all its Customers. Orange Business Services may, if the circumstances so require (in particular in the case of misuse of the Service, detection of a security vulnerability, judicial requisition, etc.), carry out the necessary technical checks.

8.1.4. The quality-of-service commitments do not apply in cases excluded by General Terms and Conditions, and in the following cases:

- Service suspension.
- Any attempt by the Customer to exceed the resources allocated to the Customer, or any modification of the Service (including its architecture) by the Customer without the consent of Orange Business Services.
- Action or lack of action by the Customer causing access to the Service by unauthorized people.
- Failure by a software editor, manufacturer or other third party service provider.
- Causes not attributable to Orange Business Services, including attack of type "denial of service" or problem on the Customer's VPN
- Customer's unavailability in the event of an incident diagnosis and resolution attempt.
- Implementation by Orange Business Services of any changes requested by Customer
- Beta Features, Experiments, scheduled maintenance works
- Prior to the first day of the month following the Activation Date as notified by Orange and acceptance by the Customer, where applicable.
- The inability, on Orange Business Services' part, to implement a change due to incomplete details provided by the Customer.
- During non-Working Days, when a commitment has been made in number of Working Days.

8.2 Service Credits

3.2.1. In the event of non-respect of commitments specified in the Service Level Agreement and/or in the Technical and Financial Proposal observed by the Customer and confirmed by Orange Business Services, and on the Customer's formal, detailed and documented request, Orange Business Services shall issue Service Credits for the concerned month, in accordance with the provision of said document.

3.2.2. In order to receive these Service Credits, the Customer shall send the Service Credits request form, duly filled in, to the Orange Business Services contact specified on the invoice, labeling the object as "SLA claim" followed by the name of the concerned Service, within a maximum time of 30 days as from the month concerned by the non-respect of quality-of-service commitment. Failing, the Customer shall not be entitled to claim any Service Credit.

The request form is provided to the Customer by Orange Business Services via a User Interface or, failing that, is available from its usual contacts.

The request shall detail the nature of the problem, the dates, start and end times of each observed incident, as well as the identifiers of the impacted resources. Only incidents recorded by a ticket may be considered. It shall also include all system logs for documenting the incident, for each concerned timeslots. The logs comprising sensitive or confidential data must have been made anonymous beforehand by concealing the information that cannot be disclosed.

3.2.3. Within 30 days following receipt of the claim, Orange Business Services will confirm in writing to Customer the amount of the Service Credits, if any, that will be granted following this claim. In the event of a dispute regarding the service level actually achieved, Orange Business Services' records and information will prevail.

3.2.4. The Service Credits granted to the Customer shall be paid via a discount on one or several later invoice(s) concerning the Service for which the quality-of-service commitment has been breached, excluding any other refunding mean.

9. Prices

9.1. The prices for the Services shall be indicated in the appendix Price List of the Service concerned and/or in the Technical and/or Financial Proposal and/or in the Order.

9.2. The prices may be firm or revisable depending upon the Service. The prices applicable to Consulting and Professional Services may be package prices or spent time prices.

9.3. Revisable prices may be updated monthly. The new prices are applicable during the course of the Contract. The Customer shall be informed of the new prices by publication on the User Interfaces or by any other mean at the latest on the effective date of the new prices. In the event of price increase for an existing Feature, the Customer shall be informed by email or by any other mean with minimum 15 days notice before the effective date of the new prices. The effective prices on the Activation Date may be different from those transmitted upon subscription.

9.4. Unless otherwise stated in the appendix Price List and/or in the Technical and Financial Proposal, the prices shall be expressed in Euros and shall be exclusive of taxes. The VAT or any other tax similar to the VAT possibly payable in pursuance of the national legislation applicable to the Services, in pursuance of the Contract, shall be borne by the Customer, in addition to the prices of the Services. The bill shall be issued in Euros unless otherwise stated in the Order Form.

9.5. When the currency mentioned in the invoice is different from the currency mentioned in the price list, then pre-tax prices shall be converted at the conversion rate used in Orange Business Services billing system....This conversion rate will be mentioned on the invoice.

9.6. Regarding the Services provided and particularly the related undertakings (particularly the service quality undertakings), the parties agree that no acceptance of an imperfect performance of the Services in the meaning of article 1223 of the Civil Code is possible, whether they can be used or not. As a result, no price reduction may be sought.

10. Billing and payment terms

10.1. Subscriptions or packages are invoiced in advance . At the first and at the last billing, subscriptions or packages related to the elapsed period from the commissioning, are counted prorata temporis. Real consumptions by the Customer are invoiced monthly in arrears. Bespoke Offers are invoiced 30% at the Order and 70 % once the Deliverable or Service is delivered or achieved, or according to the timetable mentioned in the Technical and Financial Proposal. Travel costs of the representatives of Orange Business Services will be charged in addition on the basis of the receipts provided by Orange Business Services.

10.2. Amounts owed under the Contract are the subject of invoices sent to the Customer and/or to each Beneficiary that the Customer has designated in accordance with article « Beneficiaries ». Postage costs for those invoice are borne by Orange Business Services only to the country where Orange Business Services is located.

10.3. Under the Contract, the Customer may designate, under its responsibility, a third party as payer, subject to the latter having expressed, by mail, its agreement to the duty of payment and the billing address. The designation of a third-party payer constitutes a simple indication of payment and does not exempt the Customer from its duty of payment in the event of the third-party payer's failure. In the event of third party payment, Orange Business Services shall continue to charge the Customer but shall send the invoices to the third-party payer.

10.4. Amounts billed on a monthly frequency basis are payable on thirty calendar day terms as from the date of the invoice. In the event of direct debit, the time may be increased by a few days. Orange Business Services does not apply discounts. On invoices issued by Orange Business Services, the prices of the Service shall be shown with at least two decimals.

10.5. Invoices shall be paid by pre-authorized debit to the bank account or postal account designated by the Customer or by the third party payer.

If that payment method is not wanted by the Client, the latter agrees to settle its invoice on term by any other means accepted by Orange Business Services.

10.6. Any disagreement or any request for clarification by the Customer regarding an invoice should be notified by registered mail with receipt confirmation within a maximum time of 12 months as from the invoice date. After such time, the invoice shall be deemed accepted in principle and amount and not dispute shall be accepted by Orange Business Services. Any request or correction by Orange Business Services regarding the payment of an invoice should be notified within a maximum time of 12 months as from the payment date of the said invoice. The above-mentioned times are interrupted by a Complaint from the Customer to Orange Business Services and by the sending by Orange Business Services to the Customer of a payment reminder, even by plain mail.

10.7. Any Complaint by the Customer shall suspend the duty to pay the disputed amount, subject to the Customer's documentation of its Complaint as well as of the payment of the non disputed part of the invoice or of the subscriptions increased by an amount equal to the average amount of previous consumptions based on the past 6 months. If after the Complaint and because of it, the Customer still owes an amount to Orange Business Services, that amount shall become immediately payable and Orange Business Services shall apply to that amount, as from its initial payability date, the late payment increase specified in article 10.9 below.

10.8. In the event of the settlement of a set of invoices or of partial payment, the Customer agrees to attach to the payment the detail of the allotment of the amounts paid. Failing, Orange Business Services shall determine the order of allotment of the settlements.

10.9. In the event of any failure to pay by the Customer, a Beneficiary or a third-party payer on the invoice payability date, outstanding amounts shall be automatically increased by a penalty calculated as follows:

i) application of the interest rate applied by the Central European Bank to its refinancing operation as at 1 March of the current year (or of the previous year if that increase is calculated between the month of January and 1 March of the current year), increased by 10 percentage points,

or ii) should the rate defined in i) be less 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 outstanding amounts, per indivisible fifteen day period, as from the first late day.

The starting point of the calculation of the said penalties shall be the day following the invoice payability date. A fixed compensation for collection costs in an amount of 40 euros is collected in accordance with article D441-5 of the Business Code. When the collection costs exceed the amount of that fixed compensation, Orange Business Services may seek further compensation, on sight of supporting documents.

10.10. Should the Customer, a Beneficiary or a third-party payer fail to pay the invoices and subject to an injunction sent by registered mail with receipt confirmation (with a copy by plain mail to the Customer in the event of a Beneficiary or third party payer) unsuccessful for a period of 15 calendar days, Orange Business Services may apply article 6.2.2. In the event of any failure by a Beneficiary or a third-party payer, the Customer is jointly bound by the payment of amounts owed by the Beneficiary or the respective third party payer as well as of the late payment interests specified in above article 10.9 within 15 calendar days following the date of the payment injunction sent by Orange Business Services.

11. Tax provisions

The provisions of the present article also apply to the Beneficiary(ies) in the event the Customer places Orders in its name and on behalf of the Beneficiary(ies), in accordance with the provisions of article "Beneficiaries" and of article "Billing and payment terms" herein.

11.1. Prices excluding taxes

The prices specified in the Contract are nets of Taxation, Duties and Taxes owed under the Contract.

All Taxation, Duties and Taxes, withholdings or withdrawals of any kind, owed under the Contract, including the VAT to be paid by the Customer, are the exclusive responsibility of the Customer and are paid by the latter to the tax authorities in pursuance of applicable laws. As a result, the net price received by the Customer should in all cases be the same as the one that would be collected if the above-mentioned taxation did not exist.

11.2. Processing of the VAT

11.2.1. VAT exemption conditions

The Customer shall send Orange Business Services, prior to invoicing, a certificate of tax residence issued by the relevant authority. If it based in a member country of the European Union where it is liable for VAT, it shall then provide Orange Business Services, prior to invoicing, its individual identification number as well as a certificate by the authority of the member country as to its capacity of taxpayer of the said tax. In the event of any change in situation during the Contract, the Customer agrees to inform Orange Business Services so as to allow it to invoice the VAT

owed. Failing documents documenting the VAT exemption, Orange Business Services shall proceed with the invoicing and add the VAT increased by legal interests, penalties and fines paid by Orange Business Services if any.

11.2.2. Case of a stable place of business of a foreign Customer

If the seat of the economic business of the Customer is or comes to be located in a country other than that of Orange Business Services, the Customer certifies that it does not have and will not have, in the countries of Orange Business Services, any stable place of business liable for VAT for the account of which the Services will be provided. In the event of an inaccurate statement during the Contract, the Customer agrees to advise Orange Business Services so as to allow it to invoice the VAT owed. Failing convincing elements, Orange Business Services shall carry out the invoicing and add the VAT increased by legal interests, penalties and fines paid by Orange Business Services as needed.

11.2.3. Case of a stable place of business of the French Customer outside continental France

Should the Services be performed for a stable place of business that the Customer has in an overseas district, an overseas territory or abroad, the VAT status of such Services shall be, on the Customer's, formal, detailed and documented request, and subject to acceptance by Orange Business Services, determined according to the territoriality rules applicable between continental France, firstly, and secondly, the district, the territory or the country where that stable place of business is located. In the event the application of those territorial rules is questioned by the French tax authority, the VAT expense payable in continental France in pursuance of the Contract shall be borne by the Customer, increased by legal interests, penalties and fines paid by Orange Business Services if any.

12. Hierarchical and disciplinary authority

The staff of Orange Business Services shall provide the Services under its full responsibility, and shall remain permanently under its authority, hierarchical and disciplinary authority, no matter the circumstances. Orange Business Services shall, as employer, see to the administrative, accounting and social management of its staff working within the framework of the provision of the services covered by the Contract.

13. Non-solicitation clause

Throughout the duration of the Contract and twelve (12) months after its expiration, regardless of the reasons, each Party shall refrain from directly or indirectly offering a job to the employees of the other Party involved in the execution of the Contract, unless with a written authorization from this other Party, even if the initial solicitation had been made by the employee himself. Any Party violating this clause shall pay the other Party ipso jure and without the intervention of a law court a compensation amounting to twelve (12) months gross salary of the employee(s) concerned.

14. Liability

Regarding the economic balance of the Contract, the parties agree as follows.

14.1 The responsibility of none of the parties may be incurred, whatever the basis and nature of the claim, other than in the event of a proven fault by the party, causing a personal, direct and certain loss to the other party.

The parties formally agree that the following damages and/or loss types shall not give rise to compensation, whether the latter were reasonably foreseeable or not: trading loss, loss of sales, loss of customers, breach of image and loss of data.

For a loss of data, the costs of data reconstruction may lead to a compensation if the management and/or storage of said data are part of the services provided by Orange Business Services within the framework of the Service.

"Reconstruction costs" refers solely to the costs of re-injecting into the Customer's Software and/or database the Data contained in the last backup made by Orange Business Services in accordance with the Contract (excluding the costs of recovering the data definitely lost, deleted, corrupt or altered as result of the gap between the date of this last backup and that of the damage).

The total amount of damages likely to be owed by one party to the other party in the framework of the Contract shall not exceed:

(1) For reoccurring Services :

- Per event and per respective Service, the amount charged for that Service in the past 6 months before the occurrence of the event that caused the loss.
- Per calendar year, including all events and respective Service: the amount charged in the past 12 months per Service.

(2) For non-reoccurring Services :

- the amount of the Order if the term of the Order is less than one year.
- the total amount paid by the Customer to Orange Business Services during twelve (12) months (preceding trigger event of the claim for indemnification) if the term of the Order exceed one year.

14.2. The Customer is solely allowed to initial liability proceedings against Orange Business Services and to that end, shall stand surety for the Beneficiary's compliance with this clause. In order to assess the loss sustained due to Orange Business Services' act, only the following provisions shall apply: (a) consolidation by the Customer of the losses of the Customer and of all the Beneficiaries of the Services and (b) single request expressed made by the Customer which shall be responsible for the breakdown between the Beneficiaries.

15. Insurance

Each party states that it has taken out or agrees to take out at its costs and to maintain valid insurance as required to cover any risks likely to arise as a result of the performance of the Contract. Beyond the limits specified in the « Liability » article, each party waives any claim against the other party and its insurers.

16. Intellectual property

16.1. Intellectual property rights of the Customer

The Customer is and remain the holder of all the intellectual property rights on the data, files and documents protected by such rights transferred or made available to Orange Business Services in the frame of the performance of the Contract.

Nothing in this Contract shall be construed as transferring any Intellectual Property Rights for the benefit of Orange Business Service on these data, files and documents, other than the rights necessary to the fulfilment by Orange Business Services of its obligations under the Contract.

For the purpose of the performance of the Service, the Customer transfer to Orange Business Services all the industrial and intellectual property rights related to the outputs produced by the Customer and provided to Orange Business Services to perform the Service.

This transfer is made on a non exclusive basis, as they become available, whatever their form (Binary Code or Source Code) and for the entire duration of the legal protection of the intellectual and industrial property rights in the concerned country(ies). This transfer includes the rights to (a) represent, store, execute, download, transmit and display, in all or in part and on all supports, (b) translate, adapt and modify in all or in part, (c) create derivative works and (d) distribute.

The Customer warrants that he hold all the necessary intellectual property rights so he transfer these Data, files , outputs and documents, to Orange Business Services to enable Orange Business Services to fulfill its obligations under the Contract and warrants Orange Business Services against any claim of a third party on this subject matter.

Upon termination of the Contract, for any reason whatsoever, Orange Business Services will transfer to the Customer all the datas, files and documents of the Customer provided to Orange Business Services for the purpose of the fulfillment of its obligations under the Contract, should the Customer not be able to retrieve them on his own.

16.2. Intellectual property rights of Orange Business Services

Orange Business Services is and remain the holder of all the intellectual property rights on the tools, Software, methods and know how that Orange Business Services will elaborate or will use under the Contract.

Nothing in this Contract shall be construed as transferring any Intellectual Property Rights for the benefit of the Customer on these tools, method and know how, other than the rights necessary to the fulfilment by Orange Business Services of its obligations under the Contract.

The Customer shall not resale, transmit, publish, disclose, display or make available under any other manner, the Deliverables, to any third party, other than the subcontractors of the Customer involved in the achievement of the project of the Customer. The Customer commits to safeguard and secure the Deliverables and to carry out any proper action to comply with this obligation, including deliver the necessary directives to its employees and counsels having access to the Deliverables.

The Client shall refrain from any use or operation of the Deliverables not compliant with the Contract and , particularly, to reproduce, to adapt, and/or disclose these Deliverable without the prior written consent of Orange Business Services.

The Customer shall not, during the term of the Contract or at any time after expiration of the Contract, by any means whatsoever, discuss or contest the intellectual property rights of Orange Business Services on the Deliverables.

Orange Business Services will be free to use the methods and licenses it considers necessary to perform the Contract and will remain the owner of the means used in the performance of the Contract.

16.3. Enforcement of Intellectual property rights

Each Party undertakes not to do anything or to let anything done which may jeopardize the intellectual property rights of the other Party.

Each Party refrain particularly to grant any right or to constitute any guarantee, any charge or any lien of any nature whatsoever, on the elements protected by the intellectual property rights of the other Party.

16.4. Use of the Services

11.2.1. Software provided by Orange Business Services

Subject to the Customer complying with the Contract, Orange Business Services grant to the Customer a license on its copyright property rights related to the Service (excluding Third party Software) in Binary Code, payable, personal, non exclusive, non transferable, non sublicensable, in the territory where the Customer is located as mentioned in the Order Form, for the term of the Contract, for the sole purpose of its own internal needs. This license includes copyright property rights to represent, store, execute, download, transmit, display, in all or in part, in the computer system of the Customer.

With regards to Third Party Software, licenses are granted as per the terms and conditions granted by the Third party. If the terms and conditions of the concerned Third Parties are not provided in the present Contract, these terms and conditions will be communicated when the Third Party Software are delivered or directly accessible by the Customer from such Third Parties. In the case of contradiction between the terms and conditions of the present article and the terms and conditions of the licenses granted by the concerned Third Parties, the terms and conditions of the licenses granted by the concerned Third Parties will prevail. As far as the Service include Third Party Software, the Customer shall read the terms and conditions of the licenses granted by the concerned Third Parties and to accept them. The Parties agree that any change to these terms of use by the publisher concerned is automatically enforceable on the Customer. Therefore, it is the Customer's responsibility to check that it has the latest updates of these terms of use.

The Customer is informed that Orange Business Services may integrate in the Service, modules or libraries known as "free" or "open source", provided that the license authorize it. The Customer will hold its rights to use these module or libraries from the respective license known as "free" which will be systematically attached by Orange Business Services to the their code, with the delivery of the concerned Service, if the license requires it.

The Client shall strictly refrain from any other use of the above mentioned Software , particularly, any adaptation, modification, errors correction, translation, arrangement, display and decompilation, without any limitation.

Orange Business Services shall be liable neither for defects or defaults in Third Party Software used in the Service, nor for stop of updates, and of assistance and support services.

11.2.1. Software provided by the Customer

The Customer shall be solely responsible the software licenses it shall install on the solution provided by Orange Business Services, including in the event that the Customer entrusts their management to Orange Business Services, particularly with regard to the respect of the terms of the third-party publisher's license, The Customer holds Orange Business Services harmless and shall compensate it for the consequences of any complaint or proceedings by a third party against it in connection with a non-compliant use of the Services or any transmission of personal data on the Customer's request.

16.5 Peaceful possession

The Service Description and/or the Financial and Technical Proposal may detail the particular terms and conditions to use or enforce the peaceful possession guarantee pertaining to the Third Party Software.

16.5.1. Orange Business Services will bear, within the limit specified in article "liability" any action against the Customer by a third party based upon the breach of an intellectual or industrial property rights pertaining to a Service provided by Orange Business Services as per the present Contract (" a IPR Claim"), provided that:

- the Customer notify in writing this IPR Claim immediately to Orange Business Services and communicate immediately to Orange Business Services all the necessary information,
- Orange Business Services ensure the defence related to this IPR Claim and has full authority to conduct the concerned proceeding(s), compromise, negotiate or otherwise solve this IPR Claim,
- the Customer actively cooperate at its own expenses, with Orange Business Services in the frame to the defense of this IPR Claim,
- the Customer shall not make any admission or statement, of any nature whatsoever, which may injure the means of defence invoked by Orange Business Services.

16.5.2. As a result within the limits of its liability ceiling specified in the « Responsibility » Article, Orange Business Services will bear all the costs related to the defence against the IPR Claim, as well as, the amount of any transaction or damages due according to a final decision of a jurisdiction related to this IPR Claim . the event of a claim or complaint by a third party such as defined above, to pay for any damages pronounced against the Client in a final order, as well as the costs incurred by the latter for the needs of its defence (including reasonable legal costs).

In the event when the Service subject of this IPR Claim is declared as constituting an infringement, Orange Business Services may, at its option:

- modify the Service concerned
- substitute other non-infringing components with equivalent functional capabilities
- obtain the rights necessary to continue to use the Service,
- or if Orange Business Services believes that any of these options is appropriate, refund to the Customer a sum equal to the price payable in counterpart of the supply of the Service for a period of twelve (12) months or equal to the amount paid by the Customer for the said Service if this amount is lower than the above mentioned price.

16.5.3. This guarantee shall not apply when the IPR Claim is due to :

- (a) any third party element, product, service or equipment or document,
- (b) compliance by Orange Business Services to the specifications, technical information or instructions of the Customer, in the supply of the Service,
- (c) modification of the Service by the Customer or a third party,
- (d) use by the Customer non compliant with the technical specifications, with the terms and conditions of the Services , with Orange Business Services recommendations, or with the present Contract.

16.5.4. The Client undertakes, in the event the responsibility of Orange Business Services is sought by a third party, due to the use of the Service non compliant with the Contract or due to the Software made available to Orange Business Services by the Client breaching intellectual property rights of that third party, to compensate Orange Business Services for all legal costs incurred and for the consequences particularly of any petition, action, legal or other proceedings brought as a result thereof against Orange Business Services by that third party, subject to Orange Business Services having informed the Client, promptly and in writing, of any Complaint.

17. Security

Orange Business Services shall do all it can to ensure the security of the Data entrusted to it by the Customer within the framework of the Contract.

It undertakes to notify the Customer about any access rights violation attempt it may be aware of.

The Customer must respect the security rules put in place by Orange Business Services for access to the Services.

Without prejudice to the checks made by Orange Business Services within the framework of its obligations defined in the present clause, the Customer may perform some audits to check that Orange Business Services respects its security obligations, in accordance with the provision of the article "Audit".

18. Rules regarding trade control

The Parties, the Contract and the business covered by the Contract should absolutely comply with the restrictions, prohibitions or licences and authorisations on trade and finance imposed by the laws and regulations of the USA, of the European Union and its member countries and/or of other concerned countries (hereinafter the « Trade Control Rules »).

Each Party states and guarantees that itself and none of its Associated Persons, have been or are subjected to international trade sanctions or embargos or listed on a list kept for the purpose of having international trade sanctions complied with or subjected to suspension, revocation or refusal of its capacities or rights relating to importation or exportation.

Should one of the Parties no longer comply, at any time during the term of the Contract, with the above statements and guarantees, it shall notify the other Party immediately thereof. In such a case, or should it be necessary to comply with the Trade Control Rules, the latter Party shall be entitled to suspend or terminate by right all or part of its duties, or the affected Services, or to terminate the Contract itself.

19. Force majeure

19.1. The parties formally agree to consider as force majeure events, in addition to those meeting the criteria applied by law and case law of French courts and tribunals, fire, storms, lightening, strikes, floods, earthquakes, epidemics, attacks, explosions, war, military operations or civil unrest, transport or supply mean blocking, energy supply interruptions, I.T. viruses and cyber attacks, dysfunction of networks, any legal or regulatory restriction to the provision of a Service and any decision by a public authority not due to Orange Business Services and preventing the provision of a Service, particularly those relating to trade imposed by a national or international organisation or authority, as well as any change thereto and generally any event requiring the implementation of local or national plans for telecommunication service continuity.

19.2. A force majeure event suspends the duties of the respective party during the whole time the force majeure prevails. Nonetheless the parties shall attempt to reduce the consequences thereof as far as possible. Should a force majeure event make one of the parties unable to perform its contractual duties relating to one or more Orders for more than 30 consecutive calendar days, either of the parties may terminate the respective Orders after sending a letter by registered mail with receipt confirmation without any compensation being claimed by either of the parties. The parties shall then no longer be bound by their duties, except for those resulting from the « Intellectual Property » and « Confidentiality » articles, without any compensation or penalty, for any reason, being owed by any of the parties.

20. Confidentiality

20.1. In the framework of the Contract, any information pertaining to the sales policy, to the strategy, to the business of the company, to the Services, to the tools, methods and know-how, any information protected by business secrecy and any information formally described as confidential, received by one Party from the other Party shall be kept confidential.

20.2. The following shall not be considered as confidential information in the sense of the present document: (a) information falling into public domain when it is communicated or after being communicated provided, in this latter case, that it is not due to a violation of a confidentiality obligation by the Party that has received the information; (b) information for which the receiving Party can prove in good faith having had prior knowledge of, without violating any other obligation of confidentiality obligation prior to its communication within the framework of the Contract; (c) information communicated by a third party after the Contract is signed and received in good faith, without the receiving Party violating any other confidentiality obligation.

20.3. The Parties undertake not to use said information or data when they are not necessary for the execution of the Contract, and to refrain from disclosing said information or data to any third party or any person other than their employees within the strict limits of the need for said disclosure for proper execution of the Contract, except with the other Party's prior written authorization. The Affiliates, suppliers and subcontractors of Orange Business Services involved in the execution of the Contract shall not be considered as third parties in the sense of the present Section. The Parties undertake to respect the obligations resulting from the present article "Confidentiality" throughout the duration of the Contract and in the next three years following its expiration.

20.4. Upon expiration of the Contract, for whatever reason, each Party receiving confidential information undertakes to return it to the other Party and to erase all the duplications made of this confidential information.

20.5. The Customer shall keep confidential the means (such as methods, components, know-how, licenses, processes,...) used by Orange Business Services to perform the Contract.

21. Subcontracting

Orange Business Services is entitled to subcontract all or part of the Services, and shall remain responsible to the Customer for the provision of the subcontracted Service.

22. Transfer

22.1. The Contract, in full or in part, may not be transferred by the Customer without the prior and written consent of Orange Business Services. Orange Business Services should furnish a motivated refusal. Its refusal may be motivated particularly in the case the Customer wishes to transfer the Contract to an entity located in another country than the one where Orange Business Services is located.

22.2. At any rate, no transfer may become effective without the balance of the account of the Customer or of possible Beneficiary(ies) having first been settled.

22.3. Regarding the rights and duties of Orange Business Services under the Contract, the latter may freely transfer or licence all or part thereof to any Affiliate or substitute any Affiliate to itself subject to the respective Affiliate providing the Customer all such rights and duties. Orange Business Services shall be exempted from its duties on the effective date of the respective operation.

23. Waiver

The fact for either of the parties of not claiming one or more of the provisions of the Contract shall not imply that party's waiver of its right to claim the same later.

24. Partial invalidity

In the event some of the provisions of the Contract are unenforceable for any reason, including due to an applicable law or regulation, the parties shall remain bound by the other provisions of the Contract and shall attempt to remedy the inapplicable clauses in the same spirit as the one prevailing upon the conclusion of the Contract.

25. Personal data protection

In this Agreement, references to "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

"**Data Protection Legislation**" means

- the Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), and
- all additional regulations and rules in force in the relevant Member State(s) of the European Union applicable to the Processing,

25.1 Customer and Orange Business Services accept and acknowledge that in relation to the Services provided under this Agreement:

(a) the Customer, by specifying (in the Order as the case may be) and procuring the Services, is a Data Controller; and

(b) Orange Business Services, by providing the Services specified by the Customer to the Customer and its Users, is a Data Processor.

The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, the categories of Data Subjects are set out in the Description of Processing of Personal Data by Orange Business Services as Processor for Customer - Article 28 of GDPR, attached to the Service Description of each Service.

The identification and company name of Orange Business Services as Subcontractor of the Customer's Personal Data are indicated on the Order Form.

The Orange Business Services Data Protection Officer's name and email address are listed on the Orange Business Services website.

The Customer's identification and company name as Data Controller, as well as the name and e-mail address of the Customer's Data Protection Officer are indicated on the Order Form.

25.2 Customer and Orange Business Services will each comply with all applicable requirements of the Data Protection Legislation.

25.3 Customer is responsible for and will comply with all obligations imposed on Data Controllers by applicable Data Protection Legislation and for ensuring that the use of the Services by Customer and its end-users does not result in a breach of such obligations. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Orange Business Services for the duration and purposes of the Contract and to enable Orange Business Services to lawfully provide the Services.

25.4 Orange Business Services will comply with the reasonable written instructions of Customer in the Processing of the Personal Data provided that such instructions are lawful and are not contrary to other provisions of the Contract and unless Orange Business Services is required to comply with the laws of any member of the European Union or with the laws of the European Union applicable to Orange Business Services for processing of Personal Data. Where Orange Business Services is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Orange Business Services shall promptly notify the Customer of this before performing the processing so required unless Orange Business Services is prohibited by law from notifying the Customer.

25.5 Orange Business Services will implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, as well as against the possible breaches which could result from it, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

26.6 Customer is responsible for the management of the requests of Data Subjects for the exercise of their rights under the Data Protection Legislation including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/erasure requests, keeping Personal Data accurate and up to date and the obtaining of any necessary consents.

Upon Customer's written request and insofar as this is possible, reasonable and proportionate, Orange Business Services will assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Orange Business Services' assistance is subject to Customer proving that Orange Business Services processes the Personal Data of the relevant Data Subject on Customer's behalf.

26.7 Customer is informed that portions of the Contract may be performed (which may include subprocessing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA).

Orange Business Services is responsible for the sub-processing and performance of all of its Affiliates and subcontractors in accordance with the requirements of the applicable Data Protection Legislation and shall ensure that such sub-processing shall be on terms substantially equivalent to this Clause.

A list of subcontractors is available and any changes to this list will be communicated to the Customer.

Orange shall inform the Customer of any changes concerning any additional or replacement Affiliates and/or subcontractors. The Client may object in writing without undue delay these changes. The Customer shall in this case

suggest an alternative subcontractor and bear the consequences, notably financial and operational (delays, and so on) induced by the possible use of the proposed subcontractor.

25.8 Orange will ensure that its employees, Affiliates, subcontractors and each of their employees, workers and independent contractors providing Services under the Agreement will comply with the rules related to confidentiality of Personal Data.

25.9 Customer expressly agrees that Orange Business Services may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.

25.10 Customer hereby provides its prior written consent for Orange Business Services to transfer Personal Data outside the EEA provided that:

(a) the Customer or Orange Business Services has provided appropriate safeguards in relation to the transfer;

(b) affected Data Subjects have enforceable rights and effective legal remedies;

(c) Orange Business Services complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) Orange complies with reasonable instructions notified to it in writing in advance by the Customer with respect to the processing of the Personal Data.

As such, if applicable to the Service, the Customer grants a specific mandate to Orange Business Services to execute, in the name and on behalf of the Customer, with its Affiliates the standard contractual clauses as set out in the European Commission decision of February 5, 2010 (C (2010) 593), for the transfer of personal data to processors established in third countries so such Personal Data are covered by an adequate level of protection.

25.11 During the term of this Agreement, Orange Business Services will maintain records and information to demonstrate its compliance with this clause and will provide to Customer information (reasonably and readily available) to demonstrate its compliance and will contribute to audits that Customer may conduct, in accordance with the article "Audit" of this document

25.12 Orange Business Services will notify the Customer without undue delay on becoming aware of a Personal Data breach.

25.13 At Customer's choice which shall be stated in the notice of termination letter, and according to the technical characteristics of each Service, Orange Business Services will delete, return to the Customer or allow the Customer to carry out himself the operations of recovery of all the documents and files containing Personal Data after the end of the Service, and shall not retain any copy of the Personal Data, unless required to do so by applicable law. If the Customer does not choose, the data will be deleted

26. Audit

In case of prolonged and repeated breach by Orange Business Services of its obligations regarding the execution of the Contract, and/or in order to check physical and logical security measures implemented by Orange Business Services under the Contract, the Customer may, maximum once every contractual year and at its expense, carry out a technical audit of the conditions of all or part of the services provided by Orange Business Services within the framework of the Contract. The Parties expressly agree that the audit shall not for whatever reason concern the financial aspect of the Contract.

This audit may either be performed by the Customer's internal auditor or by an independent, third-party auditing firm chosen through mutual agreement by the Parties and subject to an obligation of confidentiality. The Customer must, subject to the respect of at least one (1) month notice, notify Orange Business Services in writing about its intention to carry out a technical, and inform Orange Business Services about the range of this audit. Before each audit, all the parties involved shall sign a memorandum of understanding in order to define the conditions on which the audit shall be conducted (confidentiality rules, working hours, deadlines, fees for the intervention of Orange Business Services, etc.). Any audit shall be conducted during normal business hours and shall not exceed 2 business days.

In the case of an audit of physical security measures, the Customer will have the right to access to the premises where the servers hosting Services made available to the Customer, are located, for a duration of one hour, for the purpose of checking the physical access security to the data centers (surveillance cameras, visitors access and access badges management, creation process, deletion process and change process of access badges, keys management, and prohibition of photography) and keeping of the environment of servers (energy and air conditioning plan).

The Customer undertakes that the audit shall not give rise to any costs for Orange Business Services. In any case, should the audit generate any costs for Orange Business Services, the Customer undertakes to bear said costs upon presentation of the documentary evidence by Orange Business Services.

During the audit operations, the auditors must comply with the internal regulations and safety rules of Orange Business Services. They must take out a professional liability insurance covering the audit, since they may be held responsible by Orange Business Services if this latter suffers any loss.

Within the framework of these audits, Orange Business Services shall do its best to cooperate in good faith with the auditors, within the limit of what is reasonably necessary to execute the audit. It shall communicate to the auditors only the information strictly necessary for the audit, except information about the know-how or trade secret of Orange Business Services as well as information covered by some confidentiality agreements. Generally, all the documents, information or data, no matter the mode of transmission, entrusted by Orange Business Services to the auditors are confidential and must be treated as such in accordance with the article "Confidentiality" of this document.

The Customer must ensure that the audit operation does not disturb the fulfillment by Orange Business Services of its contractual obligations, or the activity of Orange Business Services in general. In any case, should the audit operations interrupt all or part of the Services, the Parties agree that these interruptions shall not be taken into account in the evaluation of compliance with the quality of service commitments of Orange Business Services and that Orange Business Services shall not be held responsible.

Should the audit report show any non-fulfillment by Orange Business Services of its obligations, this latter undertakes to take the corrective measures necessary to remedy this situation at its expense, within a period agreed upon by the Parties.

The Customer is aware that the Service may be audited by the French "Agence Nationale de Sécurité des Systèmes d'Information", by a security of information systems audit provider or by any qualified organization for certification purposes or in accordance with a legal obligation. The Customer allows Orange Business Services to give these organizations access to his data for the sole purpose of the audit.

27. Reversibility

Except for Consulting and Professional Services, Experiments and Trials:

Upon expiration of the Contract or if all or part of it is terminated for any reason whatsoever, except in the event of termination due to failure by the Customer to fulfill its contractual obligations, the Customer may ask for reversibility by registered letter with acknowledgement of receipt at least 10 days before the end of the notice period referred to in article "Termination". Unless otherwise mentioned in the "Service Description" and/or the Technical and Financial Proposal", in the case when reversibility is not achieved at the end of this notice period, then the Contract or the Order will be extended until the end of the reversibility, which shall not exceed 6 months and the Service will still be invoiced.

Reversibility consists (i) in allowing the Customer to recover its Data processed by Orange Business Services within the framework of the Contract and (ii) enabling the Customer to provide itself or let a third-party provider (expressly appointed by the Customer) provide all or part of the Services.

For each Service, the appendix Service Description and/or the Technical and Financial Proposal shall specify, where applicable:

- the conditions for initiating this reversibility,
- the scope of the reversibility,
- the services covered by the reversibility,
- the duration and costs of this reversibility.

In any case, any transfer or granting of license on some intellectual property rights held by Orange Business Services (as owner or licensee of a third-party publisher) may only be envisaged within the framework of the reversibility subject to the third parties' rights and with their consent, where applicable.

During the reversibility, quality of service commitments of Orange Business Services may be scaled down if necessary.

28. References

Unless Orange Business Services is otherwise notified while signing the initial Order for a Service, Orange Business Services may indicate the Customer's business name, logo(s) and/or distinctive signs, mark, service marks and the Customer's other business labels as reference within the framework of its communication operations.

29. Survival

Any obligation which whether expressly or by nature, shall remain in force once the Contract is terminated, for any reason whatsoever, shall continue to produce its effects under its own terms.

30. Evidence agreement

The parties agree to consider messages received by fax or by electronic means and more generally electronic documents exchanged between them, as original written documents in the meaning of article 1366 of the Civil Code i.e. as having the same value as the value lent to the original. The parties agree to retain faxes and electronic mail so as to be able to made reliable copies in the meaning of article 1379 of the Civil Code.

31. Applicable law and jurisdiction

Except as otherwise specified in the Local Conditions, the Contract is governed by the laws of France.

Except as otherwise specified in the Local Conditions, any difficulties relating to the validity, the application or the interpretation of the Contract shall be brought, unless otherwise amicably agreed, to the Business Court of the city of Paris, which the parties grant geographical jurisdiction to, whatever the place of performance or the address of the defendant. This jurisdictional clause also applies in the event of summary proceedings, of several defendants or of an impleader.

32. Notification

All notifications within the framework of the Contract must be made in writing (letters, fax or electronic mail) and sent respectively to the addresses indicated on the Order Form.

33. Applicable language

In the event of translation of all or part of the Contract, it is expressly agreed that only the French version shall prevail in case of interpretation problem.