

Service Description

Cloud Xtended Kiosk

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1 Definitions

In addition to the definitions set out in the General Terms and Conditions and the Cloud Specific Terms and Conditions, the following specific definitions apply to this Service Description.

Provider means any software publisher offering and operating Cloud Computing services eligible for this offer and expressly referenced in this document, excluding any other publisher not mentioned herein.

Interruption means the period(s) during which an incident causes a significant malfunction of the relevant Service or Feature affecting all Users. The duration of unavailability is calculated according to criteria specific to each service or feature of the Cloud Solution.

Service means the Service Provider's Cloud Xtended Kiosk service.

Cloud Solution means the Provider's standard Cloud Computing infrastructure offerings, including any associated components such as IaaS, PaaS, CaaS, DBaaS, etc., subscribed to by the Client.

Tenant means a logical isolation unit within a public cloud environment. It groups together a private set of resources and configurations, accessible only to authenticated and authorized entities. Management of these resources (creation, deletion, modification, consultation) is restricted to users or services with explicit rights in that tenant

2 Purpose

The purpose of this document is to define the conditions under which the Service Provider provides the Client with the Cloud Xtended Kiosk Service, which includes Cloud Solutions from the Providers mentioned in article 6.1 of this document. Unless otherwise stated in this document, the General Terms and Conditions and the Cloud Specific Terms and Conditions apply to the Cloud Xtended Kiosk service.

3 Service Overview

The Service refers to a public cloud offer operated by a Provider, including:

- Provision of an account enabling access to the Provider's Cloud Solutions, as described in article 6.1 of this document
- Provision of technical and functional support, as defined in article 7

4 Terms of use

4.1 Prices

The Service prices are set in accordance with the pricing terms established by the Providers mentioned in article 6.3. Price catalogues are available online from each Provider. The Providers' pricing terms may change at any time without notice.

4.1.1 Amazon Web Services

Prices are available on each product page, accessible here : <https://aws.amazon.com/fr/pricing/>
The reference prices are the prices indicated in US dollars.

For billing in euros, the exchange rate used by the Service Provider is the rate published by the Banque de France on the last day of the month preceding the billing month: "Exchange rates (daily rates)".

Costs associated with AWS support are re-invoiced to the Client in accordance with the Provider's pricing terms, , [Tarification d'AWS Support – Fonctionnalités d'AWS Support – AWS](#)

4.1.2 Microsoft Azure

Prices are available here:

<https://azure.microsoft.com/fr-fr/pricing#Pricing-by-product>

The reference prices are the prices indicated in euros.

4.1.3 Google Cloud

A cost estimation tool is available here:

<https://cloud.google.com/products/calculator?hl=fr>

The reference prices are the prices indicated in euros.

4.1.4 Support pricing

The prices of the Support Services provided by the Service Provider may be updated monthly. New prices apply to ongoing Contracts.

The Client will be informed of the new prices by publication on the User Interfaces or by any other means, no later than the effective date of the new prices. In the event of a price increase for a service subscribed to by the Client, the Client will be informed by email or by any other means no later than 30 days before the new prices take effect.

Upon Service Activation, the applicable prices will be the prices in effect on the Service Activation Date.

4.2 Service access conditions

4.2.1 Ordering the Cloud Solution from the Provider

After acceptance of the Order Form, the Service Provider orders the Cloud Solutions from the Provider on behalf of the Client. The Client acknowledges that the Provider reserves the right to refuse to grant the Client access to the Service. In such case, this contract will be automatically terminated.

The Client acknowledges that, in the event of non-compliance by the Client with the Provider Terms, the Service Provider may be required to suspend access to the Cloud Solutions at the Provider's request, in accordance with the Provider Terms.

4.2.1.1 Microsoft Azure Agreement

Subscription to a "Microsoft Customer Agreement" binding the Client with the Microsoft Provider is a prerequisite for the provision of the Microsoft Azure Cloud Solution as part of the Service.

4.2.1.2 Google Cloud Agreement

Subscription to a "Google Cloud Terms of Service" agreement binding the Client with the Google Provider is a prerequisite for the provision of the Google Cloud Solution as part of the Service.

4.2.2 Effective date

The Contract takes effect on the date the dedicated Client account is activated with the Provider. Upon activation of its account, the Client receives a confirmation email.

4.2.3 Usage credits

For certain projects, the Client may receive usage credits for the Cloud Solution allocated by the Provider. The Service Provider is in no way responsible for the allocation of these credits and gives no commitment regarding the conditions under which such credits apply, their amount, recurrence, or any applicable period.

4.2.4 Termination

The Client may terminate the Service in accordance with the terms defined in the General Terms and Conditions. Upon receipt of the termination of the Cloud Solutions by the Client, the Service Provider will notify the Provider thereof in accordance with the Provider Terms.

Termination of the contract between the Client and the Service Provider shall not override any contractual commitments established between the Client and the Provider. In particular, the Client shall remain liable for any subscription commitment with the Provider.

4.2.5 Transfer and reversibility

As part of the termination of the Service, the Client may request the transfer of its Cloud Solution accounts to itself or to any third-party service provider so that such party can manage them. If required, a reversibility and support project, billable on quotation, may be set up.

5 Acces to the Service

5.1 Portals

After acceptance of the Order by the Service Provider, the Client receives an email confirming its registration and requesting initialization of its password, enabling access to the Orange Business Customer Area, the Provider Console, and administration of the Services in the Account created for it.

The Client may invite Users with rights to use the Services in its Accounts. Users to whom the Client has granted these rights may in turn invite other Users.

5.1.1 Orange Business Customer Space

The Orange Business Customer Space is a dedicated space for the User, enabling management of their Cloud Xtended Kiosk account. It is created when the Cloud Xtended Kiosk account is created.

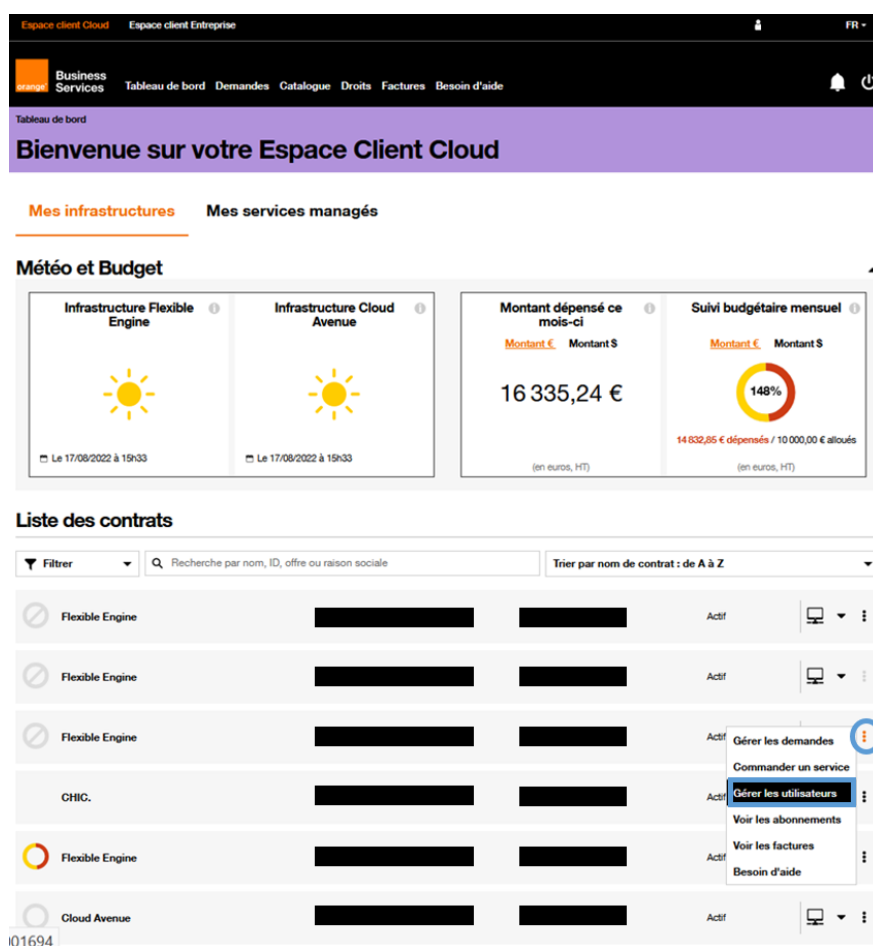


Figure n° 1: Orange Business Customer Space

From the Orange Business Customer Space, the Client can manage all Cloud Xtended Kiosk Services for its Users, in particular through the following sections:

- Dashboard: this section provides access to the Provider Console.
- Invoices: provides access to all online invoices.

- Requests: provides access to the incident reporting tool and displays the information required to contact the customer support center.
- Rights: enables management of User rights in the Orange Business Customer Space.

5.1.2 Provider portals

The Client may access the management console for its Service through the Orange Business Customer Area or directly via the Provider console URL indicated below.

5.1.2.1 Amazon Web Services

The console is available here : <https://aws.amazon.com/fr/console/>

5.1.2.2 Microsoft Azure

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

5.1.2.3 Google Cloud

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

5.2 Network

Connection to the Service is made via the Internet network. The Cloud Xtended Kiosk offer does not include network interconnection between the Client's company and the Providers' infrastructures. Depending on the Client's needs, network interconnection offers may be subscribed to separately from the Service Provider.

6 Service Content

6.1 Public Cloud offers

The Cloud Xtended Kiosk offer enables subscription to the Cloud Solutions of the following Providers:

- Microsoft Azure
- Amazon Web Services
- Google Cloud

6.2 Account creation

To enable the Client to access the Provider's Cloud Solutions, the Service Provider, in the name and on behalf of the Client, creates a dedicated account for the Client with the Provider, using the contact information provided by the Client in the Order Form.

6.3 Provider Terms

By signing the Order Form, the Client expressly accepts the terms defined by the Provider that apply to the Provider's Cloud Solutions, by way of derogation from the Service Provider's General Terms and Conditions and Cloud Specific Terms and Conditions, the Service Description and their appendices.

The Client is responsible for reviewing the terms referenced below. The Service Provider is in no way responsible for the content of, or changes to, the Provider Terms, in particular:

- The Provider has the unconditional right, without notice, to add new terms and features to the Cloud Solutions and/or to remove existing services and features.
- The Provider may amend the attached terms at any time, and the Client will be deemed to have accepted such amended terms. Accordingly, the Client is responsible for keeping itself informed at all times of the applicable terms.
- The Provider has no responsibility for Cloud Solutions that are not part of the Provider's own Cloud Services, including third-party software.
- The Provider disclaims any liability in the event of loss or deterioration of the Client's data used in connection with the Cloud Solutions.

- The Provider reserves the right to maintain direct communication with the Client regarding the terms set out below, including the operation and provision of the Cloud Solutions.

6.3.1 Amazon Web Services

By accepting the Order Form, the Client expressly accepts the terms defined in the “AWS Customer Agreement” document available here <http://aws.amazon.com/agreement>, applicable to the AWS service.

6.3.2 Google Cloud

By accepting the Order Form, the Client expressly accepts the terms defined in the “Google Cloud Terms of Service” document available here [Conditions d'utilisation de Google Cloud Platform | Google Cloud Platform Conditions](#), applicable to the Google Cloud service.

6.3.3 Microsoft Azure

The Client must subscribe to the “Microsoft Customer Agreement” available here : <https://aka.ms/customeragreement>, applicable to the Microsoft Azure service.

6.4 Service Provider obligations for the Microsoft Azure Cloud Solution

The Service Provider:

- Provides the “Microsoft Customer Agreement” to the Client and ensures that it is signed by the Client
- Sends Microsoft the “Microsoft Customer Agreement” signed by the Client
- Orders the Cloud Solution from Microsoft on behalf of the Client, manages these orders and may cancel them
- Provides support as described in section 7 below
- Invoices the Client and collects payment for invoices in accordance with Microsoft’s pricing for the Solution
- Provides the Client with access to the Solution, in accordance with the orders submitted by the Client to the Service Provider.

The other obligations relating to the Microsoft Azure Solution are specified in the “Microsoft Customer Agreement” binding the Client with the Microsoft Provider.

6.5 Specific Terms relating to the Google Cloud Solution

6.5.1 Service Provider obligations for the Google Cloud Solution

The Service Provider:

- Orders the Cloud Solution from Google on behalf of the Client, manages these orders and may cancel them
- Provides support as described in section 7 below
- Invoices the Client and collects payment for invoices in accordance with Google’s pricing for the Solution
- Provides the Client with access to the Solution, in accordance with the orders submitted by the Client to the Service Provider.

The other obligations relating to the Google Cloud Solution are specified in the “Google Cloud Terms of Service” agreement binding the Client with the Google Provider.

6.5.2 Autres dispositions

- The Client acknowledges that the Service Provider, Google and the Client are independent entities and that the Service Provider is not Google’s agent.
- The Client authorizes the Service Provider to provide Google with the information required by Google as part of the Service.
- The Client acknowledges that the service quality commitments constitute the Client’s sole and exclusive remedy in the event of failure to meet the levels defined in those commitments. Any claim or credit request under the service quality commitments must be submitted exclusively to the Service Provider, which will be solely responsible for managing and forwarding the request to Google.

- The Service Provider may need to consult the metadata of the Client's billing account for the purposes of providing the Service.

7 Support

The purpose of this chapter is to describe the support services provided by the Service Provider as part of the Cloud Xtended Kiosk offer, and covers:

- The support offers proposed to the Client;
- The organization of communication between the Service Provider and the Client;
- The organization and scope of the support activities provided by the Service Provider;
- The prerequisites for the provision of support by the Service Provider;
- How to report an incident or request to Technical Support;
- How Technical Support acknowledges and handles an incident or request;

7.1 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 Provider's ticketing tool for any request or Incident report concerning the Services. A Ticket is used to exchange information between the Technical Support team and the Client's Named Contacts during the management and processing of a Request or Incident concerning the Services.
- A **Request** is a request from the Client to obtain information, advice, a standard change, or access to one of the Services.
- A **Service Loss** is a total Interruption of the Services caused by the shutdown of one or more components of the Provider's Cloud Services, whether critical or non-critical, making provision of the relevant service impossible.
- **Business Hours** are between 9:00 a.m. and 7:00 p.m. French time, Monday to Friday, excluding French public holidays.
- **Support Services** are the support services for the Services delivered by the Service Provider.
- The Service Provider's Customer Service is the customer service organization for the Cloud Xtended Kiosk services.
- Website refers to the Service Provider's Customer Space, available at: <http://cloud.orange-business.com>
- The Service Provider's Technical Support is the technical support organization for the Services.
- Single Point of Contact (SPOC) refers to the entire Technical Support team of the Service Provider for the Catalog Services, which serves as the dedicated contact for the Customer in the event of a Request or Incident.
- A Request for Change (RFC) is a formal request for the enhancement or modification of the Services, issued by the Service Provider, detailing the required change. The description of an RFC is defined in the Change Management procedure as described in the "Change Management" section herein.
- A Named Contact is a functional expert designated by the Customer who has a good knowledge of the Services. Only a Named Contact is authorized to submit Requests or report Incidents relating to the Services to the Service Provider's Technical Support.

7.2 Organization of Support Services

As part of a subscription to a Support Services offering, the Customer may contact the Service Provider for:

- Service Requests;
- Incident reporting.

The support provided by the Service Provider is intended to manage Requests and Incidents by performing the following activities:

- Receiving, handling, and tracking the resolution of Requests and Incidents, acting as an interface with the Supplier's support organization and in accordance with the Incident and Request management procedures defined in this document;
- Providing the Customer's Named Contact with appropriate and up-to-date information regarding the processing of Incidents and Requests that have been duly reported;
- Maintaining and continuously improving technical support procedures.

For Amazon Web Services (AWS), an AWS Support Plan may be subscribed to either by the Service Provider or directly by the Customer with AWS. Such a support plan may be activated on a temporary basis solely for the duration required to process a specific support ticket. Any AWS support charges incurred are invoiced to the Customer by Orange Business.

7.2.1 Support Offers

The Service Provider offers its Clients the following Support Offers:

- **Start:** This package enables the Client to launch a POC or initiate a Move to Cloud project, with support from the Service Provider's Professional Services (PS) teams from the first stages of the cloud transformation. At the end of the Start pack period, the Client automatically moves to the Grow plan, which provides enhanced support. The package also includes access to documentation and online FAQs available on the Provider's website, as well as the possibility for the Client to open tickets from the Customer Area.
- **Grow:** Support offer to be selected for the infrastructure component where a service is provided by the Professional Services team, such as Move to Cloud.
- **Scale:** Support offer to be selected for the infrastructure component where the solution is managed by the Service Provider.

The Grow and Scale support services are subscribed to for a minimum term of six (6) months. The Start service is limited to a maximum term of three (3) months.

During the commitment period, the Client may only move to a higher-level support offer. In this case, a new six (6)-month commitment period begins from the date of the change.

Any change in support level takes effect on the first day of the following calendar month.

Offres de support Cloud Xtended Kiosk	Start	Grow	Scale
Customer Service			
Provider documentation and FAQs	Included	Included	Included
Questions relating to the account, subscriptions and billing	Business Hours	Business Hours	Business Hours
Technical Support			
Access Methods			
Ticket via the Customer Space	Ticket received 24/7	Ticket received 24/7	Ticket received 24/7
E-mail	N/A	Yes	Yes
Phone	N/A	Phone with prior ticket	Phone with prior ticket
Mean Time to Initial Response (MTTI)			
Ticket processing hours	Business days	24/7	24/7
MTTI for P3 Incident Initial response time for affected system (1)	N/A	< 8 hours	< 8 hours

MTTI for P2 Incident Initial response time for affected system (2)	N/A	< 1 hour	< 1 hour
MTTI for P1 Incident Initial response time for affected system (3)	N/A	< 1 hour	< 30 minutes
Changeset management	Optional: Managed Services Offer		
OS and application monitoring	Optional: Managed Services Offer		

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

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

(3) A P3 or standard incident corresponds to a minor issue with limited impact on the Client's business and a possible workaround.

Figure n° 1: *Support Offers Table*

7.2.2 Supplier documentation

Various support materials and documentation, regularly updated by the Suppliers, are made available to the Customer on the Suppliers' websites to assist with the use of the Services. These resources can be accessed at the addresses listed below.

- Amazon Web Services <https://docs.aws.amazon.com/>
- Google Cloud <https://cloud.google.com/docs>
- Microsoft Azure <https://docs.microsoft.com/fr-fr/azure/?product=featured>

7.2.3 Technical support

The Technical Support team handles the Client's Requests for the Services and takes into account Incidents reported during the applicable service hours and within the response times defined according to the support offer subscribed to by the Client, as described in section 7.2.1.

Under the Support Service for the Grow and Scale offers, the Service Provider undertakes to:

- Handle the Client's Requests and Incidents within the timeframes stipulated in the relevant support offer;
- Respond to all requests for information concerning the Client's account, its Named Contacts and its invoices;
- Respond to all requests for information about the features of the Services;
- Use its best efforts to resolve any Incident related to the proper functioning of the Services;
- Use its best efforts for Clients that have subscribed to a Grow or Scale Support offer to provide technical assistance relating to the use of operating systems supplied by the Service Provider in the Catalogue. For the avoidance of doubt, the Service Provider's support team does not perform direct system administration as part of Cloud Xtended Kiosk support.

The Service Provider's Technical Support excludes:

- Handling Requests and Incidents related to operating systems / software not provided by the Service Provider;
- Handling Requests and Incidents related to software installed by the Client;
- Handling Requests and Incidents related to system administration tasks for the Client's virtual machines;

- The development of code or scripts.

7.2.4 Client skills and responsibilities

The Client undertakes to implement cloud usage best practices and all possible means to handle Requests and resolve Incidents reported on its services before contacting Technical Support.

If the Client is unable to handle the request or resolve the Incident related to the Services, it may then submit the Request or Incident to Technical Support by following the Incident management procedure described herein.

The Client's Named Contact authorized to contact Technical Support is deemed to be trained and competent in the use of cloud services and the APIs of the Providers' Services. The Client must provide Customer Service with the list of Named Contacts, who shall be the only persons authorized to make a Request or report an Incident to Technical Support. This list must include at least the following information:

- Last name;
- First name;
- Job title;
- Email address;
- Telephone number;
- Availability hours.

These Named Contacts will be the only points of contact used to inform the Client of any Incident detected by the Service Provider on the Services used.

7.3 Process catalogue

The Service delivery model covers the main processes:

- Incident and Problem Management;
- Request Management
 - Standard request
 - Non-standard request;
- Release management;
- Change management.

7.3.1 Incident management

This section describes the steps that must be followed by the Client to manage Incidents reported to the Service Provider.

7.3.1.1 Incident reported by the Client to Technical Support

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

- The Client has subscribed to a support offer with the Service Provider;
- The Client has created a Ticket from its Customer Area in the Cloud Customer Area;
- The Client sends an email to the Service Provider if it cannot access its personal area;
- The Client calls Technical Support to report a critical or major Incident.

The prerequisites for opening an Incident Ticket are as follows:

- The Incident relates exclusively to the Services; for example, an Incident therefore does not relate to architectures, software, production applications, or services designed and operated by the Client on the Services;
- The Client has implemented the Incident resolution means available to it, in particular through the use of the Services, including the Services APIs, and has been unable to resolve the Incident (see section 7.2.4 Client skills and responsibilities);
- Only the Named Contacts designated by the Client may contact the Service Provider's Technical Support;
- The Client has collected all information relating to the Incident;
- The Client completes the mandatory fields in its Ticket in the Customer Area ticketing tool, in accordance with the instructions provided by the Service Provider.

7.3.1.2 Specific process in the event of an Incident reported by phone or email

Information reported by email or phone must be complete and accurate.

To enable the Service Provider to process the Incident, the Client undertakes to confirm the Incident to Technical Support in accordance with the processes and tools made available by the Service Provider. Failing this, the Service Provider will not be able to process the Client's request.

To be processed by the Service Provider, Tickets or emails sent by the Client's support team must imperatively contain the following information:

- Email address of the Client account administrator;
- Subject: "[Ticket number from the Client's ticketing tool] Incident description";
- Body: the expected information is described below in the "Ticket reporting template".

Once the Ticket has been created by the Client, the Service Provider's support teams inform the Client's Named Contact by updating the Ticket. The exchange between the Client and Technical Support then continues through the ticket management tool in the Client's personal area of the Cloud Customer Area.

In the event of an exchange by email or phone, a Ticket must be created and follow-up will be carried out through this Ticket. The Technical Support team will define the appropriate priority level for the Incident created, based on its criticality. In this respect, Technical Support reserves the right to modify the priority of an Incident reported by the Client.

7.3.2 Incident handling

Once the Ticket has been created, the Client is informed by email of the Incident handling status.

The Service Provider undertakes to acknowledge the Incident and provide an initial response to the Client within timeframes that depend on the Criticality of the Incident, according to the "Incident Priority Matrix" herein, and on the support offer subscribed to by the Client.

The Mean Time To Initial Response (MTTI) commitments are described in the Support Offers Table in section 4.1 herein.

It is understood that any Ticket that falls outside the scope of support provided by the Service Provider will be automatically closed by the Service Provider.

In the event of disagreement between the Client and the Service Provider regarding the priority level of an Incident, the Service Provider will apply the reprioritization procedure described in the section "Modification of the severity of an Incident Ticket".

The Client may request the Service Provider to provide support through the Provider Console or the APIs of its tenant. In this case, it is the Client's responsibility to temporarily invite the support person provided by the Service Provider into its tenant.

The Service Provider's support person invited by the Client will temporarily have the same rights as the Client over the configuration of its tenant.

Once the Service Provider has completed its intervention, it is the Client's responsibility to remove the invitation of the Service Provider's support person.

7.3.2.1 Incident resolution

Once the solution to resolve the Incident has been found, such as a workaround or patch, the Technical Support team will change the Ticket status from "In progress" to "Resolved", and the Client will be notified by email.

7.3.2.2 Incident closure

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

Failing confirmation by the Client within five (5) business days from the resolution of the Incident, the Ticket will be automatically closed.

7.3.2.3 Incident Priority Matrix

The priority level of an Incident Ticket is defined as follows:

- A P1 Incident or critical Incident corresponds to a complete and permanent loss of services with 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.

7.3.2.4 Modification of the priority level of an Incident Ticket

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

a) Decrease in the priority level of Incident Tickets

When a critical Incident (P1) or major Incident (P2) reported by the Client does not meet the definitions of the Incident Priority Matrix, the Technical Support team may reassess and decrease the priority level of the Ticket. The Client may provide additional information and details about the Incident and its impacts, and justify the chosen Incident priority level to the Technical Support team. During this period, the Ticket status will be changed from "In progress" to "On hold".

Evaluation outcome:

- If the Incident does correspond to the priority level defined by the Client, the level remains unchanged;
- Otherwise, the Ticket priority level is decreased by the Technical Support team.

In the event of disagreement, the Service Provider will ultimately define the priority level of an Incident.

b) Increase in the priority level of Incident Tickets

When a standard Incident (P3) or major Incident (P2) reported by the Client does not meet the definitions of the Incident Priority Matrix, the Technical Support team may increase the priority level of the Ticket. The Client may provide additional information and details regarding the Incident and its impacts, and justify the chosen Incident priority level to the Technical Support team.

During this period, the Ticket status will be changed from "In progress" to "On hold":

- If the additional information and details provided by the Client confirm that the Incident corresponds to the priority level defined by the Client, the level defined by the Client remains unchanged;
- Otherwise, the Ticket priority level is increased.

In the event of disagreement, the Service Provider will ultimately define the priority level of an Incident.

8 Data Processing and Security

This section identifies the documents that govern the processing and security of Client Data for each Provider's Cloud Solution. The applicable obligations are set out in the Provider documents listed below.

- 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 relating to the processing and security of Client Data applicable to the Service Provider's support services are set out in Orange Business's personal data policy, available at the following address: <https://www.orange-business.com/fr/donnees-personnelles>