

# EU Cloud – Switching Data Process

## Live Intelligence

The following terms only apply to Customers located within the European Union.

### **A- Switching Process under the EU Cloud Legislation**

When the Cloud Services are:

- (a) data processing services (or the nearest equivalent term) as defined in the EU Cloud Legislation;
- (b) subject to the requirements of the EU Cloud Legislation; or
- (c) provided by Orange or an Affiliate of Orange as the source provider, then the following conditions will apply to the transfer of the Exportable Data and Digital Assets, (or the nearest equivalent term as defined in the EU Cloud Legislation), to a new provider or in-house ("Switching Process").

#### **1 Commercial Conditions**

The commercial conditions applicable to the Switching Process are published on

<https://cloud.orange-business.com/en/live-intelligence-documents/>

#### **2 Notification and Transitional Period**

2.1 Notwithstanding the Minimum Notice Period, Customer may request a Switching Process for an Order or Service by providing a sixty (60) days prior written notice (the "Switching Notice Period") indicating if they wish to:

- (a) switch to a different provider of data processing services, in which case the customer will provide the necessary details of that provider;
- (b) switch to an on-premises ICT infrastructure; and/or
- (c) erase its Exportable Data and Digital assets.

2.2 However, if Customer requests termination of the Order or Service before the end of the Minimum Term Commitment, Orange may invoice Customer for the remainder of the Minimum Term Commitment.

2.3 A mandatory thirty (30) days transitional period will commence at the end of Switching Notice Period (the "Transitional Period"). Upon receipt of the request for a Switching Process, Orange will inform Customer within fourteen (14) working days either that:

- (a) Switching Process can be completed during the mandatory Transitional Period; or
- (b) technical infeasibilities prevent Orange from completing the Switching Process before the end of the Transitional Period and that Orange can complete the Switching Process by an alternative transitional period, which will not exceed seven (7) months.

2.4 Customer is allowed to request extension of the Transitional Period once, for a period that deems more appropriate, by notifying Orange in writing fourteen (14) days following the notification of technical infeasibilities by Orange.

2.5 At the end of the Transitional Period, Customer will have an additional thirty (30) days to retrieve

its Exportable Data and Digital Assets (the "Retrieval Period") after which Orange will erase Customer's Exportable Data and Digital Assets within a reasonable time, unless a longer Retrieval Period has been agreed by the Parties.

### **3 Good Faith during the Switching Process**

All parties involved shall, and Customer shall ensure that the destination providers of data processing services shall, cooperate in good faith to make the switching process effective, enable the timely transfer of data and maintain the continuity of the data processing service.

### **4 Orange Obligations during the Switching Process**

4.1 During the Switching Process, Orange will:

- (a) provide reasonable assistance to Customer and its authorized third parties;
- (b) act with due care to maintain business continuity and the provision of the Services;
- (c) provide clear information concerning known risks to service continuity;
- (d) ensure that a high level of security is maintained throughout the Switching Process, in accordance with applicable laws;
- (e) support Customer's exit strategy, including by providing all relevant information.

4.2 At the beginning of the Transitional Period, Orange will provide the following elements to Customer:

- (a) the specification of the Customer's Exportable Data and Digital Assets that can be transferred, including at least all Customer's Exportable Data;
- (b) the list of Customer's Exportable and Digital Assets that are excluded from the Switching Process, due to Orange's trade secret or other protected data in accordance with applicable laws.

### **5 Termination of the Switching Process**

5.1 The Services in-scope of the Switching Process will be considered terminated:

- (a) upon the successful completion of the Switching Process; or
- (b) at the end of the sixty (60) days termination period, where Customer does not wish to switch but to erase its Exportable Data and Digital Assets.

5.2 Orange will notify Customer accordingly.

5.3 Orange may retain some Customer's Exportable Data or Digital Assets after the end of the Retrieval Period, where and as required to comply with applicable laws and regulations.

### **B- Orange Obligations under EU Cloud Legislation when acting as a Reseller of Cloud Services**

When the Cloud Services are data processing services (or the nearest equivalent term) as defined in the EU Cloud Legislation and are subject to the EU Cloud Legislation, the following terms and conditions will apply when Orange resell Cloud Services or when the source provider of the Cloud Services is not an Orange Affiliate.

1 The commercial conditions applicable to the Switching Process are published on Orange Cloud Website.

2 Any information to be provided under the EU Cloud Legislation will be as published by the source provider on its website or should be obtained from the source provider, including but not limited to, information in relation to the jurisdictions for the ICT infrastructure or details about the organizational, technical and contractual measures implemented to prevent foreign governmental access to the stored data.

3 Orange does not have any control over or responsibility for the compliance of the source provider with EU Cloud Legislation.