



## 1 SERVICE DESCRIPTION FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE

This document includes the terms and conditions that shall govern the provision by Orange to the Customer of the Flexible Computing Express Test Drive Service. As used herein, reference to our "network" generally refers to computers and servers in our control and located at our facilities (or facilities owned by service providers where we locate such equipment), as well as the Internet connectivity that connects such equipment to the Internet and to other equipment we control.

### 1.1 Definitions

All capitalized terms used but not defined herein will have their meanings set out in the Master Services Agreement and in the Specific Conditions for Orange Flexible Computing Global Service (see 5 below).

**"Back End"** refers to a zone isolated from the internet and intranet, hosting services or application not accessible via the Internet,

**"DMZ (Demilitarized Zone)"** refers to a sub-network isolated by a firewall. This sub-network comprises machines located between an internal network (LAN – customer stations), an external network (Internet, usually) and applications exchange networks.

**"Front End"** refers to a front zone, hosting services or applications accessible from the Internet.

**"Hosting Platform"** refers to a set of facilities (room, cabling, power, UPS, etc.), hardware resources (server racks, physical servers) and software resources (operating system and software components) deployed by Orange to supply the Service.

**"Infrastructure"** refers to a set of resources (virtual machines, servers, firewall, load balancer, etc.) deployed by Orange to supply the Service.

**"Least Connection"** refers to a load balancing method that passes a new connection to the pool member or node that has the least number of active connections. The Least Connection method functions best in environments where the servers have similar capabilities. Otherwise, some amount of latency can occur.

**"MSCT" or "Management Service Change Toll"** means an Orange web portal which allows Customer to request and follow changes to the Service.

**"My Service Space" or "MSS"** means the Orange My Service Space web portal, which is a web portal that allows Customer to report and track Incidents, obtain information regarding the inventory of Customer's supported services, and monitor and obtain reports for certain supported services, using a login name and password provided by Orange when the supported service is implemented. MSS support is provided only in English.

**"NAS (Network Attached Storage)"** refers to an autonomous file server connected to a network, which main purpose is to store data as a centralized volume for heterogeneous client networks.

**"Reverse DNS"** Reverse Domain Name System

**"Round Robin"** refers to a load balancing method that passes each new connection request to the next server in line, eventually distributing connections evenly across the array of Virtual Machine being load balanced. Round Robin mode works well in most configurations, especially if the equipment being load balanced is roughly equal in processing speed and memory.

**"Self-management Portal"** means an Orange web portal, which allows Customer to manage their Infrastructure.

**"SSL (Secure Socket Layer)"** refers to a security protocol for exchanges on Internet, originally developed by Netscape (SSL version 2 and SSL version 3). It has been renamed as Transport Layer Security (TLS).

**"vCPU (Virtual Central Processing Unit)"** refers to a virtual component in a computer which helps executing IT programs

**"Virtual Machine" or "VM"** refers to a software executable environment which emulates a hosting computer. Several Virtual Machines can be created in a single computer. Each user will have the illusion of having a complete computer while each Virtual Machine is isolated from the others.

**"VLAN (Virtual Local Area Network)"** refers to an isolated logical local IT network. Many VLANs may coexist on the same switch.

**"VPN (Virtual Private Network)"** refer to an extension of local networks insuring the logical security provided by a local network. It is the interconnection of local networks via a tunneling technique using cryptographic algorithms.

**1.2 Service Description**

**1.2.1 Overall Definition of the Service**

The Flexible Computing Express Test Drive Service (the "Service") is a service dedicated to Customer who wishes to try out Flexible Computing Express, a cloud service which consists of a hosting service for IT infrastructure enabling Customer to manage their infrastructure with optimal flexibility and versatility.

The Service includes the implementation of the solution, the operation of the Hosting Platform, and the provision and management of the solution.

The Service enables Customer, within the limits of a predefined configuration, to set up and test the following functionalities:

- Hosting applications and data on the Infrastructure;
- Using the Infrastructure as:
  - a development, test and integration platform;
  - a preproduction platform;
  - a production platform; or
  - for hosting an application in SaaS (Software as a Service) mode.
- Designing a secure architecture by partitioning services using security zones in the "secure architecture".
- Accessing their applications via Internet and/or VPN Intranet in a secure and efficient manner;

In addition, Orange will provide the following infrastructure management services:

- Self-management, operational and monitoring tools;
- Backup/restoration and storage tools; and
- Security services: updates for security patches, antivirus, security audits.

The network and security architecture (routers, firewalls, switches) of the Service is fully redundant, in "active/passive" mode.

**1.2.2 Service Limitations**

The Service is a limited configuration of the Flexible Computing Express Service (the "FCE Service"), intended for a customer that wishes to test the Orange Flexible Computing Express cloud service. This Service Description describes the Flexible Computing Express Service as it is delivered in the Test Drive context only.

For the complete description of the Flexible Computing Express Service, Customer may refer to the Flexible Computing Express Service Description.

**1.2.3 Standard Configuration**

In the context of the Service, Customer is provided an access to a Virtual Private Datacenter containing one security zone supporting one Compute Resource Pool (CPU power, RAM and Storage), a Virtual Firewall, a Virtual Load Balancer, Server Segments and other components as defined in this Clause 1.2.3 (Standard Configuration).

**Table 1: Service Standard Configuration**

	Component	Capacity/Quantity
<b>Compute Resources</b>	Virtual Data Center	1
	Standard CPU power	6 GHz
	Standard RAM	16 GB
	Silver Disk Space	500 GB
<b>Network</b>	Internet Connection	10 Mb/s
<b>IP Addresses</b>	Public IP Address	4
<b>OS</b>	Windows Servers	3
	Debian 6 / Ubuntu 10.04 / CentOS 6 32/64 bits US/FR (1), SQL server Adv. Express Ed	Usage Restriction: 1 vCPU, 1 GB RAM, 10 GB Database

The Service configuration is fixed. Customer may not increase or decrease the capacity or quantities with respect to the configuration specified in Table 1.

The Service shall be subject to the Charges set forth in the Flexible Computing Express Test Drive Service Charges Schedule.

The free of charge OS that can be installed on the VM are Debian 6, Ubuntu 10.04 and CentOS 6 US/FR 32/64 bits . Additional OS licenses (Windows Web, Std, or Ent) are available as options with charging model described in the applicable Charges Schedule.

Every Virtual Machine created by Customer is dedicated to Customer on a shared infrastructure (bandwidth, connection to the Hosting Platform via the Internet and/or Intranet network, network and security equipment, server maintenance, premises, racks, storage etc.).

#### 1.2.4 **Infrastructure Components**

##### 1.2.4.1 **Standard Components**

###### (a) **Virtual Datacenter (VDC)**

Orange will provide Customer with access to a Virtual Datacenter containing one Virtual Room supporting one Compute Resource Pool with predefined reserved resources as described in Clause 1.2.3 (Standard Configuration). These resources are used to create the Virtual Machines.

In addition, within the Virtual Room the Customer can manage the Virtual Load Balancer, and the dedicated Firewall.

###### (b) **Compute Resource Pool**

Within the Virtual Room, the Compute Resource Pool contains the CPU power, RAM, and Disk storage capacity. These resources are allocated to Virtual Machines created by Customer.

The CPU power and the RAM resources are provided according to the Standard Compute: the CPU and RAM resources are oversubscribed and shared among Flexible Computing Express Customers. The oversubscription is managed by Orange.

The CPU power is set out in GHz values (processor power) and the RAM (random access memory) is set out in GB values.

The disk space capacity is provided according to the Premium Storage. This class of storage utilizes SAS drives to provide optimum performance.

The usable disk space capacity is broken down into GB values (storage on the Virtual Machines).

###### (c) **Dedicated Firewall**

Orange will set up a highly secured Infrastructure with two levels of firewall.

The first pair is located at the upstream of the Hosting Platform with restrictive rules for analyzing and filtering traffic going through the platform and the VLANs.

A second pair of firewalls allows the Customer to define their own rules on dedicated virtual instances of the firewall.

The Virtual Firewall enables Customer to deploy security zones with specific policies within the virtualized environment to ensure security.

The following actions can be completed via the Flexible Computing Console for the Virtual Firewall:

- Set filter rules;
- Set NAT/NAPT rules;
- Set routes;
- Set services;
- Set addresses;
- Set resources;
- View performance;
- View alerts.

Any addition or modification made by Customer to the filtering rules of the Virtual Firewall is Customer's sole responsibility. Orange will not verify any addition or modification made by Customer to the filtering rules. Orange will not be liable for loss of data or alteration relating to additions or modifications performed by Customer to the filtering rules.

Customer will be solely responsible for its network security policy and for the response procedures to security breaches.

###### (d) **Load Balancing**

Orange recommends that Customer implements a load balancing mechanism, by setting up redundant hardware for the Virtual Machines.

Virtual Machines availability and load balancing can be managed by the load balancer. The load balancing service (dedicated partition) is available to all secure zones.

Traffic management functionalities include:

- intelligent load balancing (choice between two algorithms: Round Robin and Least Connection),
- IP source persistence.

NB: Customers who activate the load balancing mechanism must imperatively authorize ping requests on the Virtual Machines pooled by the load balancer. Otherwise, the load balancer will not be active on those Virtual Machines that will be considered as switched-off.

The maximum number of load balancing rules is maximum 10 in each security zones.

(e) **Server Segments**

The Server Segments are VLANs, within the Virtual Room, that allow Customer to securely partition their logical infrastructure network and to connect their VMs and the Virtual Load Balancer.

As per the Clause 1.2.3 (Standard Configuration), two Server Segments are provided to Customer as part of the Service. They will be set up by Orange at the initial configuration of the Service as defined in the Order.

(f) **Network Connection – Internet Gateway**

Orange will provide Customer with an Internet gateway ("Internet Gateway") that enables Customer to connect their Service to the public Internet.

The Internet Gateway is a redundant shared infrastructure facilitating the Internet connectivity.

(g) **Public IP Addresses**

Orange does not set up any IP addresses for Customer during the Term of the Service. Customer may create, add, or remove public IP addresses using the Self-Management Portal. The maximum authorized number of public IP addresses is set at three per Virtual Machine, with a maximum of 10 public IP addresses at the same time.

As per the Clause 1.2.3 (Standard Configuration), Orange will provide Customer up to 10 public IP addresses.

These distributed Public IP Addresses can then be set as the IP addresses for NAT/NAPT in the Virtual Firewall.

Orange will not configure by default any Public IP Addresses for Customer during the implementation of the Service.

(h) **Network Components – Internet Connection**

As specified in Clause 1.2.3 (Standard Configuration), only the Internet connection is provided by default as part of the Service.

Orange will provide to the Customer an Internet connection through a multi-link or multi home configuration and supports the IPv4 Internet Protocol as specified in Clause 1.2.3 (Standard Configuration).

The Internet connection is a contended aggregated bandwidth provided through the Flexible Computing Express Hosting Platform. It is delivered on a best effort basis meaning that the availability of bandwidth communication can change according to congestion of the lines; therefore, transmission speed is not guaranteed.

Customer acknowledges the use of the shared Internet bandwidth connection to the Hosting Platform and its inherent limitations therein. Orange reserves the right to deploy any Software required to monitor and limit the use of the bandwidth.

(i) **Self-Management Portal**

Customer will administer their Virtual Datacenter, secure architecture, Virtual Machines and other components of the Service using the Self-Management portal accessible via strong authentication.

Orange will provide Customer with software tokens and logins at the date of installation of the Virtual Machines. Customer undertakes not to disclose these logins to any person not authorized to use the Service. Customer will be solely responsible for the use of the logins provided by Orange.

Customer may access its Virtual Machines via SSL. After authentication, Customer may connect to its Virtual Machines and perform the actions defined in the Self-Management Portal remotely.

Customer cannot modify the logins to its Virtual Machines or the Self-Management Portal.

The following Internet browsers (running on Windows, Linux, and Mac OS) are supported by the Customer Portal:

- Firefox 3.5+;
- Internet Explorer 9+; or

The minimum configuration for Java environments is Oracle JRE 6.

(j) **Reporting**

Orange will provide Customer with information regarding the usage of each of its Virtual Machines through the Self-Management Portal. Customer has access to a comprehensive range of information and statistics collected by Orange.

1.2.4.2 **Virtual Machines (VM)**

The Virtual Machines are created with the Operating System selected by Customer from the Public Catalog and configured with standard technical features. Customer will set the name and description of a Virtual Machine through the Flexible Computing Console.

Virtual Machines can be accessed or managed via the Flexible Computing Console and/or accessed directly via Internet connection. Customer access to Virtual Machines through the Flexible Computing Console is via the VMware browser plugin over SSL.

Customer will access or manage the Virtual Machines with Software made available by Orange. All Software are supplied "as is" and Customer will have only such warranties, express or implied, if any, as provided by the third party Software licensor of such Software.

Orange will not be involved in the design, development, production, or maintenance of Customer's Internet or Intranet website, Customer IT management and administration tools, or any applications services Customer installs on the Virtual Machines, nor provide any antivirus to Customer as an integrated part of the Service.

Customer hereby confirms that it is knowledgeable in and fully understands VM management concepts and related tools, and that it has the required skills in the field of VM administration and related tools, and this under whatever environment (including, but not limited to MS Windows, Linux).

**(a) Virtual Machines Characteristics**

The Virtual Machines are created with the Operating System selected by Customer from the Public Catalog and configured with standard technical features. Customer will set the name and description of a Virtual Machine through the Flexible Computing Console.

The Virtual Machines can be used as Front End or Back End, depending on the secured zone in which they are deployed.

Customer will access or manage the Virtual Machines console with Software made available by Orange. All Software are supplied "as is" and Customer will have only such warranties, express or implied, if any, as provided by the third party Software licensor of such Software.

The technical characteristics of a VM are as follows:

- Reserved CPU power, maximum CPU power:
  - Minimum value: 250 MHz;
  - Maximum value: 13.6 GHz.
- Number of vCPU, CPU power being divided fairly by the number of vCPU:
  - Available values: 1, 2, 4, 6, 8 vCPU(s);
  - Number of vCPUs can be modified when the VM is turned off.
- RAM:
  - Minimum value: 1 GB;
  - Maximum value: 32 GB;
  - In increments of 1 GB;
  - RAM allocated to a VM can be modified when the VM is turned off.
- Virtual disks with on Disk Space (Silver):
  - A virtual disk has a minimum of 1 GB and a maximum of 2 TB;
  - A VM has a limit of 2 TB of disk space (Root Disk included).

When creating a VM, Customer must configure the number of vCPUs and the RAM resources, the Public VM Template, the name and optional description of the VM.

The total amount of CPU and RAM resources configured to all the VMs contained in the Compute Resource Pool may exceed the total resources of this Compute Resource Pool. Resources utilization is limited by the capacity available in the Compute Resource Pool and defined in Clause 1.2.3 (Standard Configuration).

A VM is created with a virtual disk containing a minimum amount of storage required to support the OS, called the "Root Disk". This minimum amount cannot be modified or deleted and is related to the OS installed on the VM. There must be sufficient storage resources available in the Compute Resource Pool when creating the VM.

When allocated to a VM, storage resource is reserved to the VM and cannot be allocated to another VM. When calculating the disk size, customers should add the Memory size to the total disk size. Storage can be freed by deleting existing disks attached to other existing VMs in the Compute Resource Pool.

**(b) Public Templates Catalog**

Orange will provide Customer with public VM templates ("Public Templates") containing Operating Systems. These Public Templates are available for all Flexible Computing Express Service Customers.

The following Operating System licenses are available in the Public Templates catalog:

- Debian, Ubuntu, CentOS and Suse in French and English (Free of Charge);
- Windows 2003 32 bits and 64 bits Web, Std and Enterprise Edition in French and English (Chargeable);
- Windows 2008 32 bits and 64 bits Web, Std and Enterprise Edition in French and English (Chargeable).

This list may be changed, from time to time, by Orange.

Refer to the Table 1 in Clause 1.2.3 (Standard Configuration) for OS provided as part of the Service. Applicable charges for additional OS are described in the Charges Schedule for Flexible Computing Express Test Drive Service.

#### 1.2.4.3 **Customer Support Center**

The Customer Support Centre is the point of contact for incidents reporting. The Customer Support Centre is available 24x7. Customer support is provided in English.

Orange will use reasonable endeavors to resolve incidents or provide a work-around.

Orange does not guarantee the resolution of incidents or the timeframe for providing an answer or a bypass solution.

Customer hereby confirms that it is knowledgeable in and fully understands Virtual Machine management concepts and related tools, and that it has the required skills in the field of Virtual Machine administration and related tools under whatever environment (MS Windows, Linux).

During the entire term of the Service Order, Customer cannot use any extended or dedicated Support Center or dedicated Customer Service that Customer may use in the scope of another Orange Product or Service.

### 1.3 **Geographic Availability**

The Service is available in Europe and Asia Pacific. The data centers are located in France and Singapore. Customer can opt for either of the locations for the Service.

### 1.4 **General Technical Restrictions and Limitations of Use**

Customer will not analyze, visualize, or modify the configuration of the underlying Hosting Platform, its structure or any files therein.

Customer will not perform or attempt to perform (a) any intervention on any Virtual Machine hosted on the Hosting Platform that is not Customer's Virtual Machine, or (b) any intrusion or attempted intrusion into Orange information systems. Any such action will be considered a material breach of the Agreement.

Customer acknowledges and agrees that all Software used on the Hosting Platform and the Virtual Machines are technically complex and cannot be tested in such a way as to cover every possible use. Customer therefore acknowledges and agrees that the Hosting Platform and the Virtual Machines are not guaranteed to be error free.

Customer will actively cooperate with Orange to maintain its tools at the best possible level of quality. Customer will follow all instructions from Orange and will promptly perform any operation recommended by Orange, including the reinstallation and/or reconfiguration of the Flexible Computing Express Test Drive Service or installation of updates to Software and/or hardware. Customer will be advised of said recommendations by the Customer Service Support or any other means as deemed appropriate by Orange.

Orange reserves the right to substitute the Virtual Machine(s) allocated to Customer if Orange deems it necessary in its reasonable opinion. Orange will endeavor to provide Customer as much notice as reasonably possible and will, in cooperation with Customer, organize the transfer of Customer's solution on to the new Virtual Machine.

If Customer does not cooperate with Orange as reasonable required, Orange reserves the right to either terminate the Service or suspend the Service until such time Customer's use of the Service is compliant.

Orange reserves the right to interrupt access to the Hosting Platform or the Virtual Machines to perform repairs, maintenance and/or improvement interventions in order to ensure the proper operation of the Service. Orange will use reasonable endeavors to inform Customer to the extent possible, about such intervention and their duration. Orange will perform maintenance operations at times when Virtual Machines are the least used by Customer, except in the event of emergency maintenance.

Customer will take all necessary technical precautions for the use of the Service and will ensure the compatibility of its website and/or applications with the Service, the Virtual Machines, the system resources, the Software, and the technical restrictions of the Hosting Platform.

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## Service Description for Flexible Computing Express Test Drive Service

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Customer will comply with the conditions of use set out in this Service Description and the Customer Portal User Guide provided to Customer at the commencement of the Service as well as any other conditions of use communicated by Orange thereafter. Orange will not be responsible for any Service malfunction and/or loss of data caused by non-compliance with these conditions of use.

Orange will not be responsible if the configuration of the Service chosen by Customer is not sufficient to address its needs in term of connections or requests or exceed Customer forecasts.

**END OF SERVICE DESCRIPTION FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE**

**2 CHARGES SCHEDULE FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE**

**2.1 Definitions and Terminology**

All capitalized terms used but not defined herein will have the meanings set out in the Specific Conditions for Flexible Computing Express Test Drive Service (see 5 below) and in the Service Description for Flexible Computing Express Test Drive (see 1 above).

All Charges are in Euro (EUR).

The Charges Schedule is only valid for the 30 day Test Drive Period.

**2.2 Charges for Set Configuration**

The Flexible Computing Express Test Drive Service standard configuration is provided to Customer at Orange at no charge.

During the Test Drive Period, Customer may require OS Licenses (Windows and Linux) in addition to those included as described in Clause 1.2.3 (Standard Configuration) of the Flexible Computing Express Test Drive Service Description.

These additional licenses are charged according to the monthly flat price as defined in Table 2 of this Charges Schedule for Flexible Computing Express Test Drive Service.

**Table 2: Charges for Additional OS Licenses for Flexible Computing Express Test Drive**

OS Licenses	Charge (per License/Month)
Debian 6 / Ubuntu 10.04 / CentOS 6 US/FR 32/64 bits	€0
Windows Web Ed. 2003/2008 US/FR 32/64 bits	€15
Windows Std Ed. 2003/2008 US/FR 32/64 bits	€30
Windows Ent Ed. 2003/2008 US/FR 32/64 bits	€40

For each additional license that will be ordered by Customer, Orange will charge the respective monthly flat rate to Customer.

**END OF CHARGES SCHEDULE FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE**



### 3 TERMS AND CONDITIONS FOR FLEXIBLE COMPUTING CONSOLE

All capitalized terms used but not defined below will have the meanings set out in the Specific Conditions for Orange Flexible Computing Express Test Drive Service (see 5 below).

#### 3.1 Purpose

The present Service Conditions describe how Orange shall provide access to Customer ("User") to the Console ("Flexible Computing console").

#### 3.2 Changes to the Service Conditions

3.2.1 Orange may amend the Service Conditions. In such case, the provisions of the Console shall be subject to the amended Service Conditions.

3.2.2 In case of any amendment to the Service Conditions, Orange shall notify in accordance with Clause 3.3 (Notification of the Service Conditions).

#### 3.3 Notification of the Service Conditions

3.3.1 Orange shall notify the Service Conditions in the User's Console Page ("home").

#### 3.4 Application of Flexible Computing Console

3.4.1 If User wishes to obtain access to the Console, User must be Customer of the Orange Flexible Computing Express Test Drive Service. In order to use the Console, contract for the Orange Flexible Computing Express Test Drive Service between User and Orange must be effective and valid at the time the Console is to be provided to User.

#### 3.5 Acceptance of Application

3.5.1 Orange shall provide User with Console access except in one or more of the following cases where Orange shall be entitled not to accept:

- (a) If there is no consent or approval of the Customer for the contract and use of the Console by User, when Console User differs from the Service Customer;
- (b) When User submits an Order containing false information;
- (c) When there is, in the opinion of Orange, a risk that the applicant of the Console may breach Clause 3.18 (Customer Obligations);
- (d) When Orange is facing considerable operational obstacles for the provisioning of Console.

#### 3.6 Login ID

3.6.1 Orange shall notify User of the login ID and other necessary information to use the Console ("Login Information").

3.6.2 User shall maintain the Login Information under User's own responsibility. Orange shall not be liable for any User's damages caused by leak of Login Information to a third party due to reasons not attributable to Orange.

3.6.3 User shall be responsible for any Orange or any third party's (third party in these Service Conditions includes Customer) damages caused by Customer's inadequate safekeeping of Login Information or misuse of Login Information.

3.6.4 In case the Login Information defined in Clause 3.6.1 is forgotten or stolen, User shall promptly notify Orange thereof and, User shall follow the Orange instructions if given.

3.6.5 In case User and Customer are not the same, the User shall obtain approval of the Customer and submit the approval in written to Orange in advance as prescribed by Orange.

#### 3.7 Termination by Customer

3.7.1 If User wishes to terminate, User shall notify Orange prior to such termination. Orange will not be liable for any damages (including damages incurred by a third party) caused by such termination.

#### 3.8 Termination by Orange

3.8.1 Orange may terminate if Console is suspended subject to any Clause in Clause 3.11.1 and User fails to cure thereafter.

3.8.2 Notwithstanding Clause 3.8.1, in case any section of Clause 3.11.1 applies to User, Orange may terminate without suspending the Console if such User action may place, in the opinion of Orange, an undue burden on the Orange business operations.

3.8.3 Orange may terminate if all Cloud Services are terminated.

3.8.4 If Orange terminates the Console subject to Clauses 3.8.1, 3.8.2, and 3.8.3, Orange will notify User thereof in advance.

### **3.9 Other Service Conditions**

3.9.1 Other service conditions of the Console are subject to the conditions shown on the Console Page.

### **3.10 Suspension of Service**

3.10.1 In the event of any of the following, Orange may suspend the use of all or a part of the Console;

- (a) When maintenance or work involving Cloud facilities of Orange is unavoidable;
- (b) When suspension is necessary due to User's reasons including failure or maintenance of User's application, hardware, data, or others;
- (c) When it becomes difficult to continue to provide Console due to reasons caused by a third party;
- (d) When Force Majeure or any other event of disaster emergency occurs or may occur; or
- (e) When Orange judges that the suspension of all or a part of Console is desirable based on objective and reasonable reasons.

3.10.2 If Orange suspends the usage of Console subject to Clause 3.10.1, Orange shall notify User in advance in the way prescribed by Orange except in case of emergency, where Orange may suspend Console without notice to User.

### **3.11 Suspension of Service Due to Breach**

3.11.1 In the event of any of the following, Orange may suspend all or a part of the Console.

- (a) When the information that User provided on the Orange prescribed documents proved to be contrary to the facts;
- (b) When the information that User provided for the change of User's name or other changes proved to be contrary to the facts;
- (c) When User breaches Clause 3.18 (Customer Obligations); or
- (d) When User commits any act that breaches these Service Conditions, which hinders or may hinder Orange business operations or Orange facilities related to Console.

3.11.2 If Orange is to suspend the usage of Console subject to Clause 3.11.1, Orange shall notify User of the reason, the date and the period of suspension, except in an emergency case where Orange shall suspend without notice to User. Orange shall not be liable for any damages incurred by User caused by this suspension of Console.

### **3.12 Data Retention Period**

3.12.1 Orange may delete the data provided in the Console without User's approval after the data retention period determined by Orange.

### **3.13 Non-Guarantee of the Data**

3.13.1 Orange does not guarantee the integrity of the data provided in the Console.

3.13.2 The viewable data provided by Orange in the Console shall be used for the purpose of analyzing the User's usage of the Cloud Service and Orange does not guarantee nor be liable for the data results.

3.13.3 In case of circuit or other network interruption, the unavailable period of the Cloud Service will be calculated based on the applicable terms and conditions of the Cloud Service regardless of the figures shown in the Console. In case there is loss or lack of data in the Console due to changes or outages in the circuit or network, Orange does not guarantee the recovery of such data loss or unavailability.

### **3.14 Compensation for Damages**

3.14.1 Orange has the right to claim User for any damages incurred by Orange due to User's willful misconduct or negligence.

3.14.2 In no event shall Orange be liable to User for any damages not attributable to Orange

### **3.15 Limitation of Liabilities**

3.15.1 Orange shall not be liable for any damages incurred by User or third party as a result of any act by Orange for the provisioning of Console in compliance with these Service Conditions.

3.15.2 User agrees not to place responsibility on Orange for any damages incurred by User or any third party attributable to User's failure and User shall indemnify and hold harmless from any and all claims arising from such damages.

**3.16 Force Majeure**

- 3.16.1 In case Force Majeure or any other event of emergency occurs or may occur, Orange will not be liable for any User's or third party's damages caused by the measures taken by Orange.
- 3.16.2 Orange may terminate if the cloud facility involving Console is damaged or lost due to force majeure or any other event of emergency and Orange judges the repair or the restoration is quite difficult or impossible to be made.

**3.17 Termination of Console**

- 3.17.1 Orange may terminate all or a part of Console. In such case, these Service Conditions relating to all or a part of the Console shall be terminated.
- 3.17.2 Orange shall not be liable for any damages incurred by User or any third party as a consequence of the termination of all or a part of the Console.
- 3.17.3 In case Orange is to terminate all or a part of the Console subject to Clause 3.18 (Customer Obligations) Orange shall notify User within reasonable period of time before such termination.

**3.18 Customer Obligations**

- 3.18.1 User shall meet the following obligations:
- (a) User shall utilize the Console in the operating environment or in compliance with the system requirement that Orange specifies. Orange shall not be liable for any results attributable to events or incidents caused by the use of Portal Service under conditions not in compliance with the requirements that Orange specifies;
- (b) User shall not conduct any of the following acts in using the Console:
- Any act that infringes on or is likely to infringe on intellectual property rights (patent rights, utility models, copyrights, design rights, trademark rights, etc.) or other rights of others;
  - Any act that transmits harmful computer programs, etc., or leaves such harmful computer programs in a status where others can access them;
  - Any act that causes or is likely to cause obstruction to the use or operations of the Console provided by Orange or by others;
  - Any other act deemed by Orange as interfering with public order or morals or significantly infringing on the rights of others.

**3.19 Use of Personal Data**

- 3.19.1 Any information provided to Orange in relation to the provision of the Console shall be handled according to the Orange Privacy Policy.

**3.20 Intellectual Property**

- 3.20.1 Customer acknowledges and agrees that any of the copyright or the moral right of an author on the work (including specification documents or operation manuals relating to the Console or Cloud Service) provided by Orange in the provision of the Console and any of the intellectual property right of the know-how included in the work shall belong to Orange and its affiliates, licensors and suppliers

**END OF TERMS AND CONDITIONS FOR FLEXIBLE COMPUTING CONSOLE**

#### 4 ACCEPTABLE USE POLICY ("AUP") FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE

The following Acceptable Use Policy applies for the Flexible Computing Express Test Drive Service.

As a provider of Internet access, web site hosting, and other Internet-related services, Orange Business Services (hereinafter referred to as "Orange") offers its customers, resellers, their subsidiaries and respective customers and users (hereinafter collectively referred to as "Subscribers") the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information.

Orange respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue; Orange reserves the right to take certain preventative or corrective actions.

In order to protect these competing interests, Orange has developed an Acceptable Use Policy, which supplements and explains certain terms of each Subscriber's respective service agreement and is intended as a guide to the Subscriber's rights and obligations when utilizing Orange services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others.

When Subscribers obtain information through the Internet, they must keep in mind that Orange cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that Subscribers may acquire. For this reason, the Subscriber must exercise their best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Orange cannot monitor or censor the Internet, and will not attempt to do so, Orange cannot accept any responsibility for injury to its Subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When Subscribers disseminate information through the Internet, they also must keep in mind that Orange does not review, edit, censor, or take responsibility for any information its Subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Orange network and may reach a large number of people, including both Subscribers and non-Subscribers of Orange, Subscribers' postings to the Internet may affect other Subscribers and may harm Orange goodwill, business reputation, and operations. For these reasons, Subscribers violate Orange policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

- **Spamming:** Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Orange, but also because it can overload the Orange network and disrupt service to Orange Subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Orange has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
- **Intellectual Property Violations:** Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Orange is required by law to remove or block access to Subscriber content upon receipt of a proper notice of copyright infringement. It is also Orange policy to terminate the privileges of Subscribers who commit repeat violations of copyright laws.
- **Obscene Speech or Materials:** Using the Orange network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Orange is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Orange Network.
- **Defamatory or Abusive Language:** Using the Orange network as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- **Forging of Headers:** Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message. **Illegal or Unauthorized Access to Other Computers or Networks:** Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
- **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities:** Distributing information regarding the creation of and sending Internet viruses, worms, Trojan

horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

- **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.
- **Export Control Violations:** Exporting encryption software over the Internet or otherwise, to points outside the Subscribers country which is contrary to that respective country's rules and regulations. Usenet Groups: Orange reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.
- **Other Illegal Activities:** Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- **Other Activities:** Engaging in activities, whether lawful or unlawful, that Orange determines to be harmful to its Subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the Subscribers. Orange will not, as an ordinary practice, monitor the communications of its Subscribers to ensure that they comply with Orange policy or applicable law.

Should Orange become aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Orange is also aware that many of its Subscribers are, themselves, providers of Internet services, and that information reaching Orange facilities from those Subscribers may have originated from a customer of the Subscriber or from another third-party. Orange does not require its Subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its Subscribers. Orange has the right to directly take action against a customer of a Subscriber. Also, Orange may take action against the Orange Subscriber because of activities of a customer of the Subscriber, even though the action may affect other customers of the Subscriber. Similarly, Orange anticipates that Subscribers who offer Internet services will co-operate with Orange in any corrective or preventive action that Orange deems necessary. Failure to co-operate with such corrective or preventive measures is a violation of this AUP.

Orange is also concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, Orange urges its Subscribers to assume that all of their on-line communications are insecure. Orange cannot take any responsibility for the security of information transmitted over Orange facilities.

Orange will not intentionally monitor private electronic mail messages sent or received by its Subscribers unless required to do so by law, governmental authority, or when public safety is at stake. Orange may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Orange may disclose information, including but not limited to, information concerning a Subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request.

Orange assumes no obligation to inform the Subscriber that Subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Orange may disclose Subscriber information or information transmitted over its network where necessary to protect Orange and others from harm, or where such disclosure is necessary to the proper operation of the system.

Orange expects that its Subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A Subscriber's failure to comply with those laws will violate Orange policy. Finally, Orange wishes to emphasize that in signing the service agreement, Subscribers indemnify Orange for any violation of the service agreement, law, or Orange policy that results in loss to Orange or the bringing of any claim against Orange by any third-party.

This means that if Orange is sued because of a Subscriber's or customer of a Subscriber's activity, the Subscriber will pay any damages awarded against Orange, plus costs and reasonable attorneys' fees.

**END OF ACCEPTABLE USE POLICY ("AUP") FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE**

## 5 SPECIFIC CONDITIONS FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE

### 5.1 Definitions

All capitalized terms used but not defined in this Specific Conditions will have their meanings set out in the applicable Service Description.

"**Administrator**" means an individual who is authorized by Customer to manage the Solution.

"**Service**" means the Flexible Computing Express Test Drive Service provided to Customer by Orange.

"**Customer Technology**" means any software owned by Customer or its third party licensors and any other Customer proprietary technology used in Customer's web site, including the web site design, content, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation in whatever format, know-how, trade secrets and any related intellectual property rights throughout the world, including derivatives, improvements, enhancements or extensions thereof, conceived, reduced to practice or developed by Customer or its third party contractors.

"**Data Protection Legislation**" means the EU Directive 95/46/EC of 24 October 1995 or any applicable similar legislation on the protection of personal data.

"**Data**" means all Customer's or Users' data hosted by Orange, including Personal Data.

"**Losses**" means all claims, liabilities, demands, proceedings, losses, costs (including reasonable legal and other professional costs), and reasonable expenses of whatever nature.

"**Orange Technology**" means any software or hardware owned by Orange or its third party licensors and any other Orange proprietary technology used in providing the Cloud Service, including software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation in whatever format, network designs, know-how, trade secrets and any related intellectual property rights throughout the world, including derivatives, improvements, enhancements or extensions thereof, conceived, reduced to practice or developed by Orange, its Affiliates or its third party contractors.

"**Target Date**" means, for the Service, the expected date for delivery.

### 5.2 Orange Obligations

#### 5.2.1 Provision of the Service

5.2.1.1 Orange will provide the Service ordered by Customer as specified in the Order.

5.2.1.2 Orange will use reasonable endeavors to provide the Service in accordance with the applicable Service Description and to comply with the applicable Service Levels.

5.2.1.3 Orange will use good quality materials, techniques, and standards to provide the Service and will perform the Service in a workmanlike manner.

5.2.1.4 Orange will make its resources reasonably available in terms of hardware, software, and personnel.

5.2.1.5 Orange will take reasonable precautions to ensure the physical protection of the media on which the data and programs reside. Specific provisions relating to the backup and recovery of such stored data will apply depending on the type of Cloud Services ordered by Customer.

#### 5.2.2 Changes to the Service

5.2.2.1 If any change to the Service made by Orange requires modification or update of the Customer Technology, Orange will give Customer sufficient prior notice thereof to allow Customer to perform such modification or update, at Customer's cost. Customer is responsible for Service malfunction or loss of quality if Customer fails to perform the requested modification or update.

#### 5.2.3 Scope of Orange Responsibility

5.2.3.1 Customer understands and acknowledges that the provision of the Service is dependent upon independent factors outside of the control of Orange (e.g. the uncertain nature of the Internet as well as third party hardware and software). Accordingly, Orange is not responsible for the Service beyond the elements under Orange direct control. Orange does not guarantee the performance of any application or software, whether server or client.

5.2.3.2 Customer acknowledges that Orange has supplied Customer all information necessary for Customer to evaluate the Service with respect to its requirements and that it has verified the suitability of the Service with its needs before entering into the Order(s) for the Service.

5.2.3.3 Customer acknowledges and agrees that Orange will not be responsible for the third party software editors' support or software development policies.

5.2.3.4 Orange reserves the right to update or replace any software with any other functionally equivalent software. Orange will take commercially reasonable steps to notify Customer of any change that may have a material impact on Customer's use of the Service.

- 5.2.3.5 Orange will not be liable for:
- (a) any software virus that may affect the Service;
  - (b) any defect or failures in Customer's equipment or applications;
  - (c) any alteration or fraudulent use of the Data, malicious or fraudulent access to the Customer equipment or systems;
  - (d) the reliability of data transmission, access times, any access restriction to, or interruption of the networks and/or servers connected to the Internet;
  - (e) any misuse of passwords, access codes, logins, or any other Customer information;
  - (f) the nature or content of the Data transmitted, distributed or collected, their use and update, as well as any file, audio, text, images, layout elements or data accessible on the Customer website;
  - (g) any breach of or violation of the Acceptable Use Policy;
  - (h) the incorrect programming or configuration of the hosted Customer application;
  - (i) the incorrect configuration of network appliances (e.g. firewall) by Customer;
  - (j) any damage caused by any technology, equipment, or software which is not used by Orange for the provision of the Service;
  - (k) insufficient network capacity if contrary to Orange recommendations;
  - (l) any act or omission of Customer or a user or a third party not under Orange control, including non-compliance with Orange recommendations or the conditions of use of the Service;
  - (m) any service interruption caused by scheduled maintenance.
  - (n) More Generally, Orange will not be liable: (i) to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including loss of use, lost business, revenue, profits (whether direct or indirect damages), or goodwill, arising out of or in connection with the service, even if the customer has been advised, knew or should have known of the possibility of such damages. (ii) in the following cases: (1) any act or omission by the customer; (2) force majeure events; and (3) any action of a third party other than a subcontractor of orange.

### **5.3 Customer Obligations**

#### **5.3.1 Use of the Service**

- 5.3.1.1 Customer is responsible for:
- (a) the protection of its computer systems against viruses;
  - (b) the use and protection of logins, passwords, access codes or other credentials communicated by Orange.
- 5.3.1.2 Customer and Users will comply with the terms and conditions for Orange Flexible Computing Console and Acceptable Use Policy ("AUP") for the Service, which may be updated from time to time, and shall confirm such compliance by accepting the Flexible Computing Express Portal Terms and AUP upon entry into the Customer portal. Customer will defend, indemnify, and hold harmless Orange and its Affiliates, and their respective directors, officers, employees, agents, and representatives, from and against any and all Losses caused by or arising from any breach or alleged breach by Customer or Users of the AUP.
- 5.3.1.3 Customer will comply with all recommendations made by Orange in relation to the Service and will ensure that all Users comply with such instructions.
- 5.3.1.4 Customer will not engage in any load testing on shared infrastructure elements without the prior consent and coordination with Orange.
- 5.3.1.5 Customer will not engage in any intrusion testing or any other vulnerability testing without the prior consent of Orange.
- 5.3.1.6 Customer represents and warrants that it will:
- (a) comply with all applicable laws and regulations, including those applicable to online services, e-commerce, copyright, moral standards and public order as well as deontology rules relative to the Internet; and
  - (b) include all necessary legal mentions on its web site, including in relation to data protection.
- 5.3.1.7 Customer will not connect to the Service any equipment not expressly approved by Orange. Orange reserves the right to immediately disconnect or request the immediate disconnection of any such equipment.

#### **5.4 Use of Information/Internet**

- 5.4.1 Orange does not assume any responsibility for the operation or management of the Internet or for Customer's activities or those of third parties connected to the Internet. Customer is solely responsible for the use it makes of the information supplied by Orange (including but not limited to statistics, reports, logs, etc.) and regarding the use of its LAN by its employees and third parties. Customer is

solely responsible for preventing the loss of data, the unauthorized access to its network or other damage caused by its use of the Internet.

- 5.4.2 Customer will be responsible for complying with all notices and disclosure provisions relating to the provision of email services to its Users, as required by applicable country privacy laws and regulations.

## 5.5 Security

- 5.5.1 Orange will maintain security safeguards at least equivalent to those generally prevailing in the telecommunications industry against the destruction, loss, or alteration of Data of the Customer while such data is held on the Orange Technology or being transmitted through the Orange Network.

- 5.5.2 Customer undertakes to comply with all security rules and procedures implemented by Orange for accessing the Cloud Service.

## 5.6 Intellectual Property Ownership

- 5.6.1 All title to, and ownership of, Orange Technology will remain the property of Orange. Orange, however, grants to Customer for the Service Term of the Service, a non-exclusive, royalty-free and non-transferable license to use the Orange Technology for the sole purpose of, and to the extent necessary for, the use of the Service.

- 5.6.2 Customer agrees that it will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive the source code or other trade secret included in the other Orange Technology, or copy the other Orange software included in such Orange Technology.

## 5.7 Misuse

- 5.7.1 Customer is solely responsible for the content of its website, for all online applications services, for any information transmitted, broadcast and/or collected and for hyperlinks, postings, data, or transmissions using the Service (collectively, the "Content"), or any other use of the Service by Customer or any User, person or entity that Customer permits to access Customer's Technology or the Service.

- 5.7.2 Customer represents and warrants that neither it nor any User, person or entity will use the Customer's Technology or the Service, whether directly or indirectly, for unlawful purposes (including, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity, defamation, illegal chat lines and illegal use), or to interfere with, or disrupt, other network users, network services, or network equipment. Disruptions include distribution of unsolicited advertising or chain letters, repeated harassment of other network users wrongly impersonating another user, falsifying one's network identity for improper or illegal purposes, sending unsolicited mass emailings, propagation of computer viruses, and using the network to make unauthorized entry to any other machines.

- 5.7.3 Orange may suspend or terminate the Service immediately, without prior notice to Customer and without prejudice to other rights or remedy available to Orange, if:

- (a) Orange believes in good faith, that Customer or a User, person or entity is utilizing the Service for any illegal or disruptive purpose or in breach of these Specific Conditions or the applicable Service Description; or
- (b) Orange is entitled to do in the applicable Service Description.

- 5.7.4 Customer will indemnify and hold harmless Orange and its Affiliates against and from all Losses arising out of or relating to any and all claims by any person or entity relating to use of the Service or the Content, including use of the Service without consent of Customer or claims in relation to the Content, Personal Data, the Customer Technology or viruses.

## 5.8 Data Protection

- 5.8.1 References below to "Data Controller", "Data Processor", "Processing", and "Personal Data" shall have the meanings as set out in the Data Protection Legislation.

- 5.8.2 Customer will comply with its obligations as Data Controller under the Data Protection Legislation.

- 5.8.3 To the extent that Orange is processing Personal Data (which is controlled by Customer) in its performance of the Cloud Service, Orange will comply with the Data Protection Legislation, to the extent applicable as a Data Processor.

- 5.8.4 As Data Controller, Customer undertakes and warrants that it will fulfill all obligations pertaining to a Data Controller as set out in the Data Protection Legislation. Customer further warrants that all relevant individuals have been or will be informed of the intended or actual use of their Personal Data and that it has obtained or will obtain all appropriate consents from such individuals.

- 5.8.5 Orange will be allowed to transfer the Personal Data to its subcontractors and Affiliates, if required for the provision and management of the Service and Customer agrees to such transfer.

- 5.8.6 Customer expressly agrees that Orange may transfer the Personal Data outside the European Union and will obtain proper authorization from the appropriate authority. Orange will inform Customer of the



localization of the Personal Data and will provide Customer with all relevant information necessary to make the declarations. For the Personal Data transferred outside the European Union, the Parties agree to use the standard Clauses published by the European Commission. The Parties will sign these standard Clauses prior to the transfer of any Personal Data outside the European Union.

**5.9 Discontinuity**

- 5.9.1 Orange reserves the right to change at any time to the features or technical conditions of the Service.
- 5.9.2 If the change is substantial or adversely affects Customer, Customer will be entitled to terminate the Service without liability for either Party. The termination will be effective on the date this change becomes effective.
- 5.9.3 Orange reserves the right to discontinue the provision of the Service in its entirety. All corresponding Orders will terminate at the date of termination of the Service. Customer will not be entitled to any damage or remedy for such termination.
- 5.9.4 Orange will use reasonable endeavors to propose an alternative service if feasible.

**5.10 Order Term and Termination**

**5.10.1 Orders**

The Orange provision of the Services to Customer and Users is contingent upon the entering into of an Order for each Service. Customer shall confirm its acceptance of Orders to Orange via email return according to process previously defined by Orange.

**5.10.2 Term and Termination**

Each Order for the Service will have a Service Term commencing on the date of written acceptance of the Order by Orange as defined in the Order. The Service Order will be limited to a Service Term of 30 days following the Date of Acceptance of the Service.

Customer may not renew the Service Term beyond the 30-day period described in this Clause 5.10.2. Once the 30-day period has expired, Customer shall no longer use the Service and Orange shall have no liability or obligation to continue to provide the Service.

All Charges for the Service will commence from the Date of Acceptance of the Service.

At the end of the Service Term, if Customer elects to commit to purchase a term for one or more years of the Flexible Computing Express Service of the same size or larger configuration than the one described in Clause 1.2.3 (Standard Configuration) of this Service Description, the total Charges for the Flexible Computing Express Test Drive Service will be discounted on Customer's invoice for the month following Customer's election to commit.

If Customer elects not to commit to a term of one or more years for the Flexible Computing Express Service, the Service will terminate at the end of the Test Drive Period, and Customer shall not be entitled to claim a refund if applicable.

**END OF SPECIFIC CONDITIONS FOR FLEXIBLE COMPUTING EXPRESS TEST DRIVE SERVICE**