



PUBLICATION 1 SERVICE DESCRIPTION FOR CLOUD XTENDED KIOSK

1.1 Definitions

For the purposes of this Service Description, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement, Operational Conditions and Specific Conditions for Cloud Services:

“Cloud Solution” means a standard cloud computing infrastructure offering operated by a Vendor, including any associated components, subscribed to by the Customer.

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

“Service” means the Cloud Xtended Kiosk Services of Orange.

“Vendor” means any IT solutions provider that is offering and operating cloud computing services, is eligible for the Cloud Xtended Kiosk Services, and is expressly referenced in this Service Description. For the purposes of the Cloud Xtended Kiosk Services, any other vendor not mentioned in this Service Description shall be excluded from the terms of this Service Description.

1.2 Service Description

1.2.1 **Overall Description.** The Cloud Xtended Kiosk Service is a Cloud Service, subject to the Specific Conditions for Cloud Services, consisting of:

- A Cloud Solution operated by a Vendor
- The provision of an access account to the Cloud Solutions as defined in Clause 1.2.3 of this Service Description; and
- The support as described in Clause 1.2.4 of this Service Description.

The Cloud Xtended Kiosk Service allows the Customer to subscribe to the Cloud Solutions of the following Vendor:

- Microsoft Azure,
- Amazon Web Services, and
- Google Cloud.

1.2.2 Web Portals

1.2.2.1 Orange Business Customer Space is a space reserved for the Customer, allowing them to manage their Cloud Xtended Kiosk account.

1.2.2.2 **Vendor Console.** The Customer can access the management console of the Service through the Cloud Customer Space of the Cloud Store or directly from the Vendor's URLs below:

- Amazon Web Services: <https://aws.amazon.com/en/console/>,
- Microsoft Azure: <https://portal.azure.com/#home>,
- Google Cloud Platform: <https://console.cloud.google.com>.

1.2.3 Service Features

The Service allows subscription to the Cloud Solutions of the following Vendors:

- Microsoft Azure
- Amazon Web Services
- Google Cloud

1.2.4 Account Creation

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

1.2.5 Vendor Terms

By signing the Order Form, the Customer expressly accepts the terms defined by the Vendor that apply to the Vendor's Cloud Solutions, by way of derogation from Orange's General Terms and Cloud Specific Terms, the Service Description, and their annexes.

The Customer is responsible for reviewing the terms referenced below. Orange is in no way responsible for the content or changes to the Vendor's terms, in particular:

The Vendor has the unconditional right, without prior notice, to add new terms and features to the Cloud Solutions and/or to remove existing services and features.

The Vendor may at any time modify the terms set out below, and the Customer will be deemed to have accepted those modified terms. Accordingly, the Customer is responsible for keeping informed at all times of the applicable terms.

The Vendor has no liability for Cloud Solutions that are not part of the Vendor's own Cloud Services, including third party software.

The Vendor disclaims any liability for loss or depreciation of the Customer's data used within the scope of the Cloud Solutions.

The Vendor reserves the right to maintain direct communication with the Customer regarding the terms set out below, including the operation and delivery of the Cloud Solutions.

1.2.5.1 **Amazon Web Services:** By accepting the Order Form, the Customer expressly accepts the terms defined in the "AWS Customer Agreement" available at <http://aws.amazon.com/agreement>, applicable to the AWS service.

1.2.5.2 **Google Cloud:** By accepting the Order Form, the Customer expressly accepts the terms defined in the "Google Cloud Service Specific Terms" available at <https://cloud.google.com/cloud/terms/service-terms>, applicable to the Google Cloud service.

1.2.5.3 **Microsoft Azure:** The Customer must subscribe to the "Microsoft Customer Agreement" available at <https://aka.ms/customeragreement>, applicable to the Microsoft Azure service.

1.2.6 **Orange Obligations for the Microsoft Azure Cloud Solution**

Orange shall:

- provide the Customer with the "**Microsoft Customer Agreement**" and ensure it is signed by the Customer.
- submit the signed "Microsoft Customer Agreement" to Microsoft.
- order the Cloud Solution from Microsoft on behalf of the Customer, manage and, if necessary, cancel such orders.
- provide support as described in Clause 1.2.9 below.
- invoice the Customer and ensure collection of payments in accordance with Microsoft's pricing for the Solution.
- provide the Customer with access to the Solution, in accordance with the orders placed by the Customer with Orange.

Other obligations related to the Microsoft Azure Solution are specified in the "Microsoft Customer Agreement" binding the Customer with Microsoft.

1.2.7 **Orange Obligations for the Google Cloud Solution**

Orange shall:

- order the Cloud Solution from Google on behalf of the Customer, manage and, if necessary, cancel such orders.
- provide support as described in Clause 1.2.9 below.
- invoice the Customer and ensure collection of payments in accordance with Google's pricing for the Solution.
- provide the Customer with access to the Solution, in accordance with the orders placed by the Customer with Orange.

Other obligations related to the Google Cloud Solution are specified in the "Google Cloud Terms of Service" binding the Customer with Google.

1.2.8 **Other Provisions**

- The Customer acknowledges that Orange, Google, and the Customer are independent entities and that Orange is not an agent of Google.
- The Customer authorizes Orange to provide Google with the information required by Google in connection with the Service.
- The Customer acknowledges that the Service Level Agreements (SLAs) constitute the Customer's sole and exclusive remedy in the event of failure to meet the levels defined in such commitments.
- Any request for a remedy or credit under the Service Level Agreements must be addressed exclusively to Orange, who shall be solely responsible for managing and submitting the request to Google.
- Orange may be required to consult the metadata of the Customer's billing account for the purposes of providing the Service.

1.2.9 **Support Plans for Cloud Xtended Kiosk Services**

- **Start:** This package is intended to facilitate the launch of a Proof of Concept (POC) or the initiation of a Move to Cloud project. It includes support from the initial stages of cloud transformation, access to online Vendor documentation, and the ability to submit support tickets via the Customer Portal.
- Upon expiration of the Start package term, the Customer shall be automatically transitioned to the Grow package, which includes enhanced support services.
- **Grow:** This support package is to be selected for infrastructure-related services when such services are delivered by Orange Professional Services teams, including but not limited to Move to Cloud engagements.
- **Scale:** This support package is to be selected for infrastructure-related services when the solution is managed directly by Orange.

A support plan is subscribed for a minimum of six months. The Start Service, meanwhile, is limited to a maximum duration of three (3) months. During such minimum period, the Customer may change the current support plan to a higher level support plan, and the minimum period shall then be extended for a further six months on the new higher-level support plan subscribed. Any such change to the support plan shall take effect at the beginning of the following calendar month.

For Amazon Web Services, an Amazon Web Services support plan may be subscribed to either by Orange or directly by the Customer with Amazon Web Services. Such support plan may only be activated temporarily, for the duration of the treatment of a specific support ticket. Amazon Web Services support charges are reinvoiced by Orange to the Customer.

1.3 Activation Date

The Order(s) for the Service shall take effect on the activation date of the Customers dedicated account on the Cloud Solution. Upon activation of the account, the Customer will receive confirmation by email.

1.4 Charges for Cloud Xtended Kiosk Services

1.4.1 The Charges for Cloud Xtended Kiosk Services are defined in accordance with the pricing conditions provided by the Vendors, as referenced under Clause 1.2.3 of this Service Description. The price catalogues are available online from each Vendor at the links specified below:

1.4.1.1 **Amazon Web Services:** Prices can be viewed on each product page, accessible here: https://aws.amazon.com/pricing/?nc1=h_ls

The reference prices are those indicated in US dollars. For billing in Euro, the exchange rate used by Orange is that of the last day of the month preceding the billing month, as published by the Banque de France: "Exchange rates (daily parities).

Prices for Amazon Web Services are invoiced based on the support pricing in the following link: <https://aws.amazon.com/premiumsupport/pricing/>

1.4.1.2 **Microsoft Azure:** Prices are available here: <https://azure.microsoft.com/fr-fr/pricing> <https://azure.microsoft.com/en-us/pricing/#Pricing-by-product>. The reference prices are those indicated in Euro.

1.4.1.3 **Google Cloud:** A price simulator is accessible here: <https://cloud.google.com/products/calculator?hl=fr>

1.4.1.4 **Price Revision:** Customer acknowledges that the Charges for the support may be updated by Orange from time to time. The new price lists for Cloud Solutions and support are applicable as soon as they are published.

1.5 Data Processing

Exhibit A sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of this Service.

EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE AS PROCESSOR FOR CUSTOMER

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Cloud Xtended Kiosk**.

Nature of the Processing Activities	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer. Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of the Service, such as recording, organization, modification, combination, pseudonymization or anonymization.
Subject Matter of the Processing Activities	Duration
Activating and implementing the Services and changes to the Services. Delivering, operating, and managing the Services (including intrusion detection and monitoring the Services if ordered by Customer). Incident management and support.	For the necessary period to provide the Service plus 12 months.
In accordance with the Service Description and the options selected:	
Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.	As per Service Description or Customer instructions.
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.	As long as necessary for the provision of the Services.
For Cloud storage, Contact Center and "as a service" features, i.e. hosting Customer Personal Data on a dedicated or shared storage infrastructure.	As per Customer instructions.
Types of Customer Personal Data to be Processed	Contact Data: first name, last name, email address, business address and telephone numbers, job role within the Customer. Support Data: Customer representative or end user service ticket information (including feedback, comments or questions) and if applicable, Customer representative or end user telephone recordings for incident. Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr.), username or similar identifier. Technical Data: internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, as well as other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service. For Cloud Services, Contact Center and "as a service" features: Hosted Data: any categories of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.
Categories of Data Subjects	Employees of Customer and of its affiliates. If applicable, other individuals using the Service or whose Personal Data are collected via the Service. For Hosted Data, any category of Data Subjects as determined by the Customer.
Authorized Sub-Processors	Orange Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer. Orange vendors in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.

	Affiliates and Suppliers in the EU		Affiliates and Suppliers Outside of the EU	
	Name	Country	Name	Country
Orange Business Affiliates			Orange Business MSC Gurgaon Orange Business MSC Le Caire Orange Business MSC Maurice	India Egypt Mauritius
External vendors	Amazon Web Services EMEA SARL Microsoft (France) Google Ireland Limited	Luxembourg France Ireland		

END OF SERVICE DESCRIPTION FOR CLOUD XTENDED KIOSK