



PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR CLOUD XTENDED KIOSK SERVICE

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Service. Non-achievement of a Service Level may entitle the Customer to receive credits against Charges, and/or other remedies, each set out in this SLA. The Customer's entitlement to receive remedies under this SLA is subject to the conditions and exclusions detailed in Clause 1.5.

1.2 Scope

The Customer acknowledges that this SLA constitutes the sole and exclusive remedy in the event of any failure to meet the Service Levels defined herein.

Any request for recourse or credit under the service quality commitments must be addressed exclusively to Orange, who will be solely responsible for managing and forwarding the request to the Vendor.

1.3 Vendor SLA Documentation

The Service Level Agreements of the underlying cloud vendors ("**Vendor SLAs**"), which supplement this SLA, are accessible at the following locations:

- AWS: <https://aws.amazon.com/fr/legal/service-level-agreements/>
- Microsoft Azure: <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=13>
- Google Cloud: <https://cloud.google.com/terms/sla>

These documents may evolve from time to time. Therefore, the Customer is encouraged to regularly review updated SLA documents using the links provided above.

1.4 Customer Responsibilities

To benefit fully from the Service Level commitments, the Customer must:

- Configure and operate the Service in accordance with the processes described in the Vendor's documentation;
- Report incidents promptly;
- Provide any necessary evidence required by the Vendor's SLA claim processes.

Non-compliance with the Vendor's terms may impact eligibility for SLA remedies.

1.5 Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA is subject to the following conditions and exclusions:

- 1.5.1 The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from: suspension of the Service; any attempt by the Customer to exceed the resources allocated to the Customer under a service feature; any modification to the Service without the written consent of Orange; act or omission of the Customer or a User that causes unauthorized access to the Service; act or omission of a third party software licensor or a third party service provider; Force Majeure Event; environmental conditions; any component or equipment not managed and maintained by Orange as part of the Service; a failure of network or other telecommunications services or any equipment (including Customer provided end points) being provided by a third party or resulted from the refusal of any third party (other than an Orange subcontractor) to cooperate with Orange in resolving an Incident; causes not attributable to Orange; unavailability of Customer or User for Incident diagnosis and resolution attempt; implementation by Orange of changes to the Service requested by Customer; and any service feature(s) which are in beta (development) mode.
- 1.5.2 Service Levels for the Service will apply from the first full calendar month following commencement of the Service.
- 1.5.3 Failure to comply with the Service Level by Orange will not relieve Customer from its obligation to pay the Charges.
- 1.5.4 In case of dispute regarding the non-achievement of a Service Level, Orange records and information will prevail.

END OF SERVICE LEVEL AGREEMENT FOR CLOUD XTENDED KIOSK SERVICE