Table of Contents

Cloud Temple logo

# 1. Bare Metal Service Convention

| \*\* Recipients: \*\* \*\* Sponsor | \*\* |
| --- | --- |
| \*\* Reference of the document 20250122\_v1.0.docx\_jour mm a | s \*\* CT.AM.JUR.anx.CDSS -BM - aaa - VF |
| \*\* Your interlocutors \*\*\*Fir | st name\*\*Last name\* |
| Account manager |  |
| E-mail: *first name* @cloud | -temple.com |
| \*\* Date of last bet at 01/22 day\*\* | /2025 |
| \*\* Validation date Day MM AA contractual \*\* | AA |

| \*\* version \*\* \*\* Date \*\* \*\* Action \*\* \*\* Author \*\* |
| --- |
| V1.0 01/22/2025 Initial writing Nicolas Bodilis |

# 2. Table of contents

* [1.\*\* Service agreement Bare \*\*] (#XC3786C07943AE71DEC5191B24567A7F31CB6100) METAL
* [2.\*\* Caler of contents \*\*] (#X3DFFD8C5466B60A9D1847F151E1FF8BF27D5BBE)
* [3.Preliminary and Glossary] (#X9DF3D46524E9Acceada5B6725A4B3F19A8B9B42)
* [3.1.Preliminary](#preliminary) (#x72bdbcbbf0c088c7b664a8859dff9c5e94a1c67)
* [3.2.Glossary] (#X0BD89FDDB7967DEDD9680ED4F7EFA236729EF3E)
* [4.Acronymes] (#X69EA33329484B8F0083D344AD9C43D7DABDCCC9)
* [5.Subject of this agreement of Service] (#x30e34f28e133265489633a87e3abd4d1a022de5)
* [6.Audit] (#x910E2801262de94Af71544B8FB509CC70CC79A)
* [7.DESCRIPTION OF THE SERVICE] (#X3D12A6C93683F0122F5F9A8E21E7C12FC92490B)
* [7.1.Liability model Shared] (#X5AB2FD5CEB0DC76FEBF8E32F5665B4447285437)
* [7.2.Detailed presentation of the perimeter of Service] (#xD81AD0562F6E00E693916802084624B2A4885A5)
* [7.2.1.Infrastructure Datacenters] (#xFD30A9E9CA5808EB0D0D2B0F76D875F494726D))
* [7.2.2.Software infrastructure for Service] (#X429D709E167549B1F31F4CDBE79BBF526F0B1DC)
* [7.2.3.Infrastructure Calculation] (#X432E4596F65DD97FFB3314BC9725A08A9369F4D)
* [7.2.4.Infrastructure of Storage] (#x30efbac0441ad31cd6ec07282a96acfcd07e9b2)
* [7.2.5.Network infrastructure Global] (#X78B4484E386C95A988A698CD84BAE342679DDB5)
* [7.2.6.Implementation of activity or activity solutions or continuity of activity] (#X5610BFFA77DD1118E87CBEE05F204158179C962F)
* [7.3.Limitations of services in the Bare Metal model Qualified] (#X9AFA960AE3673041349D17F6A264DE8FB35D3B0)
* [7.3.1.Services managed in RUN] (#XA64CD9832E1132B6D2D4E8EF50163A925FCCEEB)
* [7.3.2.Configuration of Secours] (#XFC39A8474AE9C8D4EEDBB3B8E543DC0A137BD71)

<!–>

* [7.4.Implementation of Service](#implementation-of-service) (#x93e04903630a0a81d7b9ebc1a4c5a933dfa0088)
* [7.4.1.Prerequisite Techniques] (#X59CA4242DBED0E6D5E3EFA2BA91A80866647F92)

<!–>

* [7.5.Location of the service in France] (#xDCEA3053ACC96CF4C715A189F3D7D9842C70915)
* [7.5.1.Location of datacenters hosting the Service](#X25f47b2bf1fc29044ddc96d35e00dff384bf9e8) (#XAC9C0F685576284F9431D5C1B6DF99BC7AB662B)
* [7.5.2.Location of Cloud Temple agencies operating Service] (#x528b4e5e85b084898df1a4b0ee003fda94dca5d)
* [7.6.Support](#support) (#x451baaab9b4764d97da95395b7e24265143a283)
* [7.6.1.Nature of the support accompanying the Service](#X2290346cb9100324e5b4f6e46a13f03a9d33f6f) (#x192381358bcad693baa22b16773742f4cf227)
* [7.6.2.Support service request Technique] (#x03EF425751011DF1818D9488DF5625576C33f5e)
* [7.6.3.Management process Incidents] (#XAC759D2AEE6D685130DEA876D7A1ED0388B994)
* [7.6.4.Process of prioritization of Treatments](#process-of-prioritization-of-treatments) (#x30A0604E2D2957AE43D1F1FE2CB9C04F5C05885)
* [7.6.5.Language and location of the service Support] (#X1AFC584A9D5F886A1AD8B9CA498773D2E10CFF8)
* [8.Commitments and levels of Services] (#XF1662FA601C14A35F4B238C1EFFE9C712D3EFBE)
* [8.1.Availability commitments of infrastructure] (#x8e3206aed4045e8fbaad84d93ea150db664eb69)
* [8.2.Interface availability commitment Commander] (#X86570F48E6DA9370F069232B4AE175183F2DAFD)
* [8.3.Availability commitment of Support] (#XFC8548982B300528A67725F1705F15805F405F0)
* [9.Organization of the relationship contractual] (#xF5428518D06EE6569B2C74EA4A26421AB0998E2)
* [9.1.Responsibilities of Provider] (#X29068434A285C3F52C7DDC1EF50404D65E76FB5)
* [9.2.Limitation of responsibilities of Provider] (#X19121B2BD4FB4E4F45228E8BAB910B62DC757C1)
* [9.3.Access limitation](#access-limitation) (#X4E70434457F7C115F116A9F6EA4AB4AF9B8D941)

[9.4.Responsibilities of third parties participating in the provision of the service Secure Temple] (#XC662A81CADD2BAA300CA83A27240DEC61621A56)

* [9.5.Responsibilities and obligations of Commander] (#X53C94C34C467A68244EA6CE991E3E56C55D5D85)
* [9.6.Rights of Commander] (#XC34F07DFF71165A85AC919098E14CDC0F0F59E0)
* [9.7.Erasure of data at the end of Contract] (#x18AF7E8DB06FE2D84076A4E5A797E8B384BC11)

<!–> - [10.Life cycle of this agreement Service] (#X897444C1F67247955B75E73D73AAA55899645415) - [10.1.Entry of the Service] (#XA3B4F57D1F6067D72EBA0C13DC12B4E2E5A4CF1) - [10.2.Developments in the Service] (#XB5B2D189DECE37BE8660FBD35B3E0D097BB2969) - [10.2.1.Developments triggered by the Commander] (#X946A541A54AB2F0CA92CA2E5AB41B3740F564) - [10.2.2.Developments triggered by the Provider](#developments-triggered-by-the-provider) (#XE94B2234FC6249C7021FF8C044FDAA857F6A9AF) - [10.3.Reversibility](#reversibility) (#x483eba08298e38537f9f27b026e82e1ece7ce7e) - [11.Availability, continuity and restoration of Service] (#X115FCC8F59C1201DAE17A3D86136D153BE01044) - [11.1.Management of incidents and Interruptions](#X9f2ae0ff20d8c04f9133cea1d2e2120ccf48552) (#X55FC305E53901383E26FDA6B4957FBEEFA9CA) - [11.1.1.Incidents](#incidents) (#X648046C564AC1CD52BEBB02B256B193A3DA4D74) - [11.1.1.1.Types of incidents treated as part of this Convention of Service] (#x09cc1E222DB275B1A463F85596829F3F871AE224) - [11.1.1.2.Treatment of Incidents] (#X726D7A25D789F16DB26761D7DF0C2C91F7BC3A) - [11.1.1.3.Level of notification of incidents of Safety] (#X61CEB4B8F57902C74FBF77BB211197E5A82412) - [11.2.Maintenance of Service] (#x8F50B0B400C67568E380DDB602AC786ec585905) - [11.2.1.Nature of the Maintenance] (#X903D92EDF16182242Ecfd404337EDBAF2243B81) - [11.2.2.Distant Access of Cloud Temple on the perimeter of Commander] (#X89FFBA42DC424905D6209F36393E0E942B9ED6) - [11.2.3.Accessant third -party access participating in the supply of service on the perimeter of Commander] (#X7AD951099CC984B8FC113222E52C4E27D11465F) - [12.Data deleting procedure at the end of Contract] (#X4EF75D44456496B7EB26B3D2DD8783CF17BD26C2) - [13.Applicable law] (#XDC569BBB194E0E4A197CF31537DB4BF08BF3ECA) - [13.1.In a way General] (#X5ED94D170893FB4C04D7110C419F01198FDA773) - [13.2.Compliance with law and regulations Applicable] (#XCE704548FDD653BA3DBDFE64FEFFF60A0972C3F) - [13.3.RGPD] (#XFC35ADD53571984B04E4FC9D49DCFFF4B7B3395) - [13.4.Protection with respect to law Extra-European] (#X5171F5EE735DF20BC2100671620EDDD76DCA12D) - [14.Signatures] (#x7ad993788a708b47017c27c9d96178e8795e44f)

# 3. Preliminary and glossary

## 3.1.Preliminary

This document formalizes the service agreement associated with BARE METAL SERVICE in terms of secunumcloud qualification.

The service is being qualified secunumcloud (see certificate in appendix).

This complete service agreement and is complementary to General conditions of sale and use of the service provider.He is understood that the contractual documents are interpreted in a consistent with each other.In the event of contradiction or divergence between terms of contractual documents, the documents will prevail over the others in the following order:

1. General conditions of sale and use (CGVU)
2. Service agreement Secnumcloud Openiaas
3. Secnumcloud paas service agreement
4. Specific service agreement - Bare Metal
5. Specific specific agreement
6. Security insurance plan (not)
7. Special conditions of use (CPU)
8. Data Protection Agrement ## 3.2.Glossary

In this service agreement, the \*\* sponsor **, the**  Provider \*\* and the \*\* parties \*\* are identified in the contract to which this service agreement is annexed.

The following expressions used in this service will be interpreted in accordance with the definitions which are allocated below:

* \*\* Change: \*\* Any addition, an impactful modification or deletion The service, having been authorized, planned or taken care of.
* \*\* Standard change: \*\* Change subject to a procedure, including production methods and impacts (including financiers) are known and accepted in advance by the parties.He is then integrated into the catalog of standard changes, and can according to Cases have a GTI and a GTR.
* \*\* Contract: \*\* designates the contract signed by the sponsor with of the service provider to allow the sponsor to benefit from the Service, and to which this service agreement is annexed.
* \*\*\* Service agreement: \*\* This document, drawn up within the framework of a specific contract or general conditions of sale and of use (CGVU), in accordance with the requirements of Secnumcloud repository.
* \*\* Service request: \*\* Devolution request subject to a Procedure, whose realization: i) does not modify the CMDB, ii) the mode operative, costs and risks are known and accepted to advance and do not require rear return methods specific III) The realization is subject to a level of level of service and included in the contract fee when it is Carried out in working hours and working days.
* \*\* Availability: \*\* Ability to ensure availability and maintenance optimal service performance, in accordance with criteria and Commitments defined in the level of service agreements (SLA).
* \*\* Technical data \*\*: Includes all of the data manipulated To issue the service, notably whose identity of beneficiaries and administrators of the technical infrastructure, technical infrastructure newspapers, access configuration, Directory, certificates  …
* \*\* Event: \*\* An  “event " is all detectable occurrence or identifiable that can be important for managing the service.
* \*\* Hypervisor: \*\* Operating system allowing the execution of virtual machines on a calculation blade.
* \*\* Incident: \*\* Any unforeseen event that disrupts operation normal service or compromises data security.
* \*\* Security incident: \*\* Any event within the perimeter of the Service:
* intentionally malicious in nature;
* of an accidental nature affecting integrity, the confidentiality or traceability of the service or data of Sponsor;
* Bringing into existing security measures.Damage to The availability of non-email origin is not considered as a security incident (hardware, bug, Dysfunction, natural disaster …).
* \*\* Commander interface: \*\* Service administration interface provision of the sponsor by the service provider, bringing together a Web administration console and an API.
* \*\* Put into production: \*\* Action (s) of administration for the realization of Change when it is approved (change, in the sense of itil, only concerning change management and not its realization/concretization).
* \*\* problem \*\*: cause of one or more recurring incidents, cause a potential incident (risk situation) requiring an analysis and a resolution to prevent its recurrence.
* \*\* Region: \*\* designates a geographically delimited set of zones of Cloud availability, providing network, calculation and storage to optimize latency, performance and compliance local regulatory.
* \*\* Service: \*\* designates the bare metal service during qualification SecnumCloud, issued to the sponsor by the service provider for technical infrastructure maintained by the service provider, such as described in the “Description of the Service” section of this Service agreement.
* \*\* sinister: \*\* designates a serious event of natural origin or human, accidental or intentional, causing losses and significant damage to the victim.
* \*\* Supervision: \*\* Monitoring of an information system or Service, involving the collection of various data such as measures and alarms.This activity is limited to observation and follow -up, without intervene directly on the monitored elements, a prerogative which belongs to administration operations.
* \*\* holding: \*\* an isolated instance reserved for a user or group users, sharing a common infrastructure while now independence and security of data and Applications.
* \*\* Availability zone (AZ) (Availibility Zone): \*\* A section specific and isolated from the Cloud Computing infrastructure, designed to ensure the high availability and resilience of services by a geographic distribution of resources.

# 4. Acronyms

| \*\* Acronym \*\* | \*\* Definition \*\* |
| --- | --- |
| \*\* CAB \*\* Chan changes | ge Advisory Board - Advisory Committee on |
| \*\* CMDB \*\* Con Configuration | figuration Management Database - Database of management |
| \*\* COPIL \*\* St | eering committee |
| \*\* Costrat \*\* | Strategic Committee |
| \*\* COPROJ \*\* P | roject committee |
| \*\* DB \*\* Datab | ase (database) |
| \*\* DPA \*\* Data \*\* DRP \*\* Disa | Protection Agreement ster Recovery Plan (PRA) (Activity recovery plan) |
| \*\* GTE \*\* Clim | bing time guarantee |
| \*\* GTI \*\* Inte | rvention time guarantee |
| \*\* GTR \*\* Reso | lution time guarantee |
| \*\* ITIL \*\* Inf practices for | ormation Technology Infrastructure Library - Good IS management |
| \*\* Iaas \*\* Inf | rastructure AS A Service |
| \*\* MCO \*\* Main | tain in operational condition |
| \*\* Moa \*\* Proj \*\* MOE \*\* Proj | ect ect control |
| \*\* MSP \*\* Mana | ged Services Provider |
| \*\* OS \*\* Opera | ting System (Operating System) |
| \*\* PAQ \*\* Qual | ity insurance plan |
| \*\* Paas \*\* Pla | tform as a service |
| \*\* not \*\* Secu | rity insurance plan |
| \*\* PASSI \*\* In | formation Systems Security Audit Provider |
| \*\* RFC \*\* Requ | est for Change - Request for change |
| \*\* GDPR \*\* Gen \*\* RPO \*\* Reco restored in th | eral Data Protection Regulation (Personal) very Objective Point - Freshness of the data e event of a claim |
| \*\* RTO \*\* Reco service in the | very Time Objective - Deadline for recovery of event of a claim |
| \*\* SDM \*\* Deli | very Manager service |
| \*\* SLA \*\* Serv services | ice Level Agreement - Agreement on the levels of |
| \*\* SNC \*\* SECN | UMCLOUD |
| \*\* Soc \*\* Secu | rity Operation Center |
| \*\* TMA \*\* TIER \*\* UO \*\* Unit | CE MAINTENANCE DAPPLICATION of work |
| \*\* VABE \*\* Val | idation of aptitude for good exploitability |
| \*\* VABF \*\* Val | idation of aptitude for proper functioning |
| \*\* VM \*\* Virtu | al Machine (Virtual Machine) |
| \*\* VSR \*\* Vali | dation of regular service |

# 5. Subject of this service agreement

This service agreement establishes the terms and conditions according to which the service provider undertakes to issue the service to the sponsor. Its object is:

* Specify the performance requirements expected by the sponsor in terms of service functionality and reliability;
* State the provision of the provider in order to meet the levels agreed service;
* Identify the regulatory standards applicable specifically to Service issued;
* Ensure uniformity and integrity in the evaluation of the quality of service;
* Guarantee the excellence of the services provided, evaluated by the means quantitative performance indicators.

It is stipulated that, in the event that the provider will see himself withdraw its secnumcloud qualification, the contract may be terminated Right, without incurring penalties, by the sponsor.In a such as possibility, the service provider undertakes to inform the sponsor of this dequalification by sending an official notification, to the means of a registered letter with request for acknowledgment of receipt.

It should be noted that a modification or adjustment of the qualification secnumcloud will not be interpreted as a revocation of initial qualification.

# 6. Audit

The service provider undertakes to allow the sponsor, or any listener third parties and not competitor of the service provider that the latter would have appointed, of consult all the documents necessary for the certificate of full compliance with obligations related to compliance with provisions of article 28 of the General Regulations on the Protection of Data (GDPR), thus facilitating the production of audits.

By acceptance of this service agreement, the sponsor confers his explicit authorization to:

1. The National Agency for Information Systems (ANSSI) as well as the competent qualification entity to undertake the Verification of the compliance of the service and its system information at the SECNUMCLOUD standard.
2. An information systems security audit provider, duly qualified passi and expressly designated by the service provider, To carry out safety audits relating to the service.

# 7. Description of the service

## 7.1.Shared liability model

The service offered by the service provider is characterized by the provision of the following services, which align with principle of shared responsibility presented in the repository SecnumCloud:

* Provision of calculation resources (compute);
* the provision of storage spaces;
* Access to network connectivity and internet services;
* Access to a console for the management of deployed resources;

The shared responsibility model applied between the provider and the Sponsor within the framework of the service is presented in §7.1.

It is understood that the service provider will mobilize his expertise to achieve benefits according to best professional practices and In accordance with the requirements of the SECNUMCLOUD standard.

## 7.2.Detailed presentation of the service perimeter

| Compute computing | resource for the sponsor |
| --- | --- |
| Storage Productio | n data of the Cleaning Certhen |
| Network resource network | infrastructure of the sponsor |
| Consoles the serv Sponsor her bare The console inter | ice allowing the sponsor to access metal service and administer it via face |
| Support the suppo previous and only | rt service accompanying services these (\*) |

(\*) Within the limits of the perimeter of the SNC qualified service and responsibilities of the service provider in the matter  \_

### 7.2.1.Datacenters infrastructure

The service includes the provision, for each area of Availability, services being qualified below:

* Datacenter site located in France for the FR region, in accordance with latest technological standards, with offering a level of Resilience equivalent to or higher at the tier 3 level of the uptime Institute;
* provision of technical rooms within dedicated datacenters at the reception of technical equipment essential for production service, including calculation, storage, network, wiring, and other necessary components;
* secure power supply, provided by two circuits separate electricity, guaranteeing continuity of service;
* Supply of air conditioning services, adjusted to comply with standards and recommendations for equipment manufacturers, in order to Maintain an optimal environment for technical devices;
* continuous supervision and detailed metrology, allowing follow -up precise and proactive management of performance and safety of the service provided.

The service provider provides the provision of advanced services fire detection and extinction, designed to identify and effectively neutralize any start of fire within the installations. These systems are essential to guarantee the safety of equipment and data.They include high smoke detectors precision and extinction devices that can act quickly without damaging the computer equipment.This service is crucial for prevent fire risks, minimize potential damage and ensure the continuity of operations.

The sponsor is informed that all procedures and measures of security implemented, including annual switching tests on generators are essential to guarantee continuity and the integrity of the services provided.These practices are designed for minimize the risk of failure and ensure optimal responsiveness in the event incident.By accepting these conditions, the sponsor recognizes the importance of these measures and undertakes to cooperate fully for facilitate their implementation.The sponsor is also encouraged to read the safety recommendations provided and to Integrate into its own risk management strategy.

### 7.2.2.Service management software infrastructure

The service provider provides the sponsor with the administration console and the API necessary for the use of the service.He also undertakes to maintain this administration console and the API in condition optimal operational and to ensure its safety continuously. This administration console and the API are designated in a way grouped under the term “sponsor interface”.

The service provider alerts the sponsor to the fact that a use abnormal of the sponsor interface, in particular in the event of an overload of its command apis (Hammering), can trigger measures of automatic safety resulting in blocking access to order or service.It should be noted that this situation does not constitutes unavailability of the service but an action of Protection of service provider’s service and infrastructure;by consequently, the sponsor cannot consider it as a unavailability in its calculations.

In addition, the service provider specifies to the sponsor that requests perfectly identical (duplicates) sent to its APIS are limited to One per second (Throttling).If the sponsor submits requests identical to a higher frequency, their rejection cannot be interpreted as unavailability of the service.

### 7.2.3.Calculation infrastructure

The service includes supply, in availability areas subscribed by the sponsor, the equipment necessary to the execution of workloads in the form of virtual machines. This includes:

* the supply of technical chassis necessary for proper functioning calculation blades;
* the supply of calculation blades in the quantities specified by the Sponsor and distributed according to the availability zones of his choice.It should be noted that these calculation blades are exclusively dedicated to the sponsor;
* the provision of a KVM type console to control management of the calculation resource The choice of the calculation blade model, selected from the catalog proposed by the service provider, is the responsibility of the Sponsor.

### 7.2.4.Storage infrastructure

The service includes the supply to the sponsor of an infrastructure shared SAN type storage (STORAGE Area Network), offering various performance levels.This service includes:

* implementation and maintenance in operational condition and San dedicated SAN network security;
* the installation and management of shared storage berries between customers, including their maintenance in operational condition and security condition, supervision and metrology;
* the implementation of automated systems for the allocation of luns (Logical Unit Numbers) of storage dedicated to the use of the sponsor, In accordance with the volumes subscribed by the sponsor.

### 7.2.5.Global network infrastructure

The service provider deploys as part of the service, a global network facilitating to the sponsor the accessibility of its systems Hosted.This service includes:

* the supply, the maintenance in operational condition and in condition security of all optical fiber bonds interconnecting the different availability zones;
* the supply, the maintenance in operational condition and in condition technical equipment safety necessary for the right network operation and insulation of different customers.

The network interconnection of the authority, the Internet or private networks, and network equipment, operators and other technical components carrying out this interconnection, are not part the perimeter of the service.This network interconnection is implemented in accordance with the provisions provided for in the contract.

### 7.2.6.Implementation of activity or activity resumption solutions

The service provider provides the sponsor with all the solutions techniques necessary to guarantee an optimal distribution of its resources through various availability areas.It is the responsibility of Sponsor the responsibility to effectively manage this distribution of resources, for which he has the possibility to exploit the tools of the provider available for this use.

## 7.3.Limitations of services in the qualified Bare Metal model

### 7.3.1.Run managed services

It is important to note that the service are excluded:

* accommodation of physical components of the sponsor;
* the network interconnection of the authority, the Internet or private networks, including operator links;
* any managed type service, or TMA;
* any assistance on the operating systems installed and above the pile of responsibilities, even if it is simple Supervision.

That said, it is absolutely not excluded that the sponsor has use of such services with the provider’s MSP offer for Intervene in managed service mode on its supporters.These services do not will then not be supervised by this service agreement and its Bipartite commitments/clauses.

### 7.3.2.Help configuration

By default, the service provider provides the implementation of the resources of the Bare metal to the sponsor by reserving resources and Configuring deployments to use availability areas. It is the sponsor to choose the availability zones via the sponsor interface.

## 7.4.Implementation of service

### 7.4.1.Technical prerequisites

For the implementation of the service, the sponsor acknowledges that he must ::

* declare fixed IPs from which the service provider will authorize it to Access the sponsor interface (filtering by white list).THE Changes in this IP list must be made via the menu provided for this purpose in the console or via service requests for subsequent changes.At the initialization of the service, the Provider will have been informed at least of at least 1 IP address such as that described.

## 7.5.Location of service in France

It is specified that none of the operations and none of the components physical involved in the provision of the service, of which Service agreement is the subject, is not located outside the union European. This includes support, operational supervision and security supervision (SOC) of the technical infrastructure delivering the Service.In fact, all storage, all administration tasks, supervision and all treatments are carried out in France.

### 7.5.1.Location of datacenters hosting the service

In the absence of the operations of employees and agencies of Service provider, all production operations (including the Storage and data processing) and technical components Delivering the service are located in the datacenters based in France.

### 7.5.2.Location of Cloud Temple agencies operating the service

Cloud temple employees involved in the perimeter of Service operate from the Cloud Temple agencies all located exclusively in France.These agencies are located in France, in Tours, Lyon, Caen and Paris La Défense. The sponsor is informed of the possibility of cloud employees Temple to work remotely.However, the service provider guarantees the same level of security concerning remote access, in particular Regarding VPN access.These remote access is implemented In accordance with the requirements of the SECNUMCLOUD standard.

## 7.6.Support

### 7.6.1.Nature of the support accompanying the service

The service provider provides a technical support service aimed at assisting the sponsor in the management, troubleshooting and optimization of their resources deployed.This service covers an extended range of activities, since helping the initial configuration of services Until advanced technical support to solve problems specific.

Here is a description of the characteristics and functionalities of the service support:

* Assistance in the initial implementation of using the service;
* Assistance in the resolution of incidents;
* Problem solving assistance;
* Monitoring and advice on optimizing the technical base.

As part of the support service, the provider does not replace to the sponsor in the use of the service.The sponsor remains entirely responsible for the configuration, the exploitation of its VM and its proponents, and the management of all the elements (data and applications included) that he stored or installed on provider’s infrastructure.The technical support service is provided in accordance with the general conditions of sale and of use, the service provider being bound to an obligation of means.

The sponsor undertakes to use the technical support service of reasonable way, in particular abstaining from soliciting services not subscribed to the service provider and to involve the teams from the service provider to their own customers or third parties not included in The contract.The service provider reserves the right to reject any request of service not respecting these criteria.

The level of support of the support is conditioned on the subscription of Associated support work units.

### 7.6.2.Solicitation of the Technical Support Service

Technical support is accessible through a ticket system via the sponsor console and is available during the hours Office normal, excluding holidays (8 a.m. - 6 p.m.; Monday - Friday; French calendar and schedules).For emergencies occurring outside working hours, including significantly affecting incidents production, the on -call service can be attached via a number Communiqué to the sponsor at the initialization of the service.

For each request or incident, it is imperative to generate a ticket with the support of the service provider.The initialization of this ticket, Including all the necessary information, is essential and marks the start of the assessment of the provider’s commitments.

As soon as the service provider receives a request or a notification incident, whether through the management console or Following a telephone call, a ticket is automatically created.During of the declaration of an incident, it is essential that the sponsor provides the provider as many details on the problem encounter.This is crucial to allow an assessment adequate of the situation, its prioritization and an effective diagnosis.

The sponsor then receives confirmation by email, indicating The creation of the ticket and its unique number.The sponsor can consult the status and history of its requests and declarations incidents directly from the management console.

### 7.6.3.Incident management process

During a declaration of an incident, the technical support team of Provider initiates an investigation to identify the cause of problem and establish a diagnosis.The sponsor must collaborate actively with the service provider by providing all the information necessary and by performing the required tests.The provider can Access the sponsor service to diagnose the incident.

If the service provider services are deemed functional and the incident is not attributable to him, the sponsor will be informed.On demand of the sponsor, the service provider can offer services Professionals to identify the origin of the problem, billed on Prior agreement by 30mn tranche.

In the event that the incident is the responsibility of the service provider or one of his subcontractors, he completes the diagnosis and is working to restore the service at no additional cost.The diagnosis is based on exchanges between the parties and data of the Provider, these elements being considered convincing by agreement of Parts.

### 7.6.4.Process of prioritization of treatments

The determination of the priority level of a file is based on a matrix analysis which assesses the impact of the incident and its degree of Criticality:

* The impact levels are defined as follows:

| Description level impact |
| --- |
| Impact I1 The service provider (s) are interrupted |
| Impact i2 The service provider (s) are degraded |
| Impact i3 The service provider (s) are currently stable, But show signs of long -term decline potential |

## Criticality levels are defined as follows:

* Description level criticality ————————————————————————————————— Criticality The service provider (s) deteriorate to a C1 worrying speed

Criticality The service provider (s) deteriorates C2 gradually over time

Criticality the service provider (s) presents one or more C3 inconvenient without significant consequence ——————————————————————–

* on the basis of an in -depth analysis of the situation, taking counts elements determining impact and criticality, a priority is allocated to the ticket in accordance with the decision matrix below ::

| Impact level impact level i1 im criticality | pact i2 impact i3 |
| --- | --- |
| Criticality C1 priority priorit \*\* P1 \*\* \*\* P2 \*\* \*\* P3 \*\* | y |
| Criticality C2 Priority priorit \*\* P2 \*\* \*\* P3 \*\* \*\* P4 \*\* | y |
| Criticality C3 Priority Priorit \*\* P3 \*\* \*\* P4 \*\* \*\* P5 \*\* | y Priority |

Service level commitments corresponding to each level of priority are detailed in the next chapter.

### 7.6.5.Language and location of the support service

The support is provided by the service provider at minimum in French language.The support can also be provided in the language English. The operations of the provider’s support service for the offer of Bare Metal service in the process of secunumcloud are located are located in the European Union.

# 8. Commitments and service levels

The service provider undertakes to guarantee continuous monitoring of performance and security integrity of its infrastructure Technique delivering the service, ensuring their optimal operation.

The unavailability of a service, being subject to a indicator of performance, is recognized as soon as it is identified by the system of supervision of the service provider, or following a notification by a sponsor user.The start of unavailability is set to the earliest moment between these two events, in order to guarantee a Precise count and just unavailability time.

The end of unavailability is officially marked by the full restoration of the service, confirmed either by the tools of supervision of the service provider, either by user return, ensuring thus an effective recovery of operations and a faithful measure of the duration of the interruption.

## 8.1.Infrastructure availability commitments

The service provider undertakes to maintain a level of availability and performance in accordance with the standards defined for each period specified.Service level commitments (Level Service Agreements, SLAS) apply provided that the sponsor implements its systems through at least two of the areas of availability present in the region concerned.

In the absence of compliance with these conditions by the sponsor, this will be unable to claim the application of SLAs concerned, which are specifically identified by an asterisk (\*).Accessibility to SLAs is done via the sponsor interface. The measures are calculated monthly: -\*\*SLA 1 (\*): IC-INFRA\_SNC-01 \*\*-Availability of power calculation (compute): guaranteed availability rate of 99.99%, calculated On a 24 -hour base, 7 days a week. -\*\*SLA 2 (\*): IC-INFRA\_SNC-02 \*\*-Availability of storage: guaranteed availability rate of 99.99%, calculated on a 24 -hour basis, 7 days a week. -\*\*SLA 3 (\*): IC-INFRA\_SNC-03 \*\*-Availability of network infrastructure: guaranteed availability rate of 99.99%, Calculated on a 24 -hour base, 7 days a week. -\*\* SLA 4: IC-INFRA\_SNC-04 \*\*-Internet access: availability rate Guaranteed 99.99%, calculated on a 24 -hour base, 7 days a week.

***Remarks*** :

* *In response to a distributed denial attack (DDOS), the Provider reserves the right to adjust its routing configuration Internet to limit the impact of this attack and save your infrastructure.In particular, if an IP address belonging to Sponsor is targeted, the service provider can use the technique of Blackholing via the BGP community to block all traffic to the IP address upstream at its suppliers, in order to protect the resources of the sponsor as well as those of others Sponsors and infrastructure of the service provider.The provider strongly encourages the sponsor to adopt similar measures, such as the use of web application firewall software available on the market, and to carefully configure its groups security via the control API.*
* *The service provider insists on the need for the sponsor of minimize flow openings, notably avoiding making Accessible administration ports*  ***SSH***  *(TCP 22 port) and*  ***RDP***  *(TCP port 3389) from the internet set (subnet 0.0.0.0/0), as well as internal protocols such as*  ***SMB***  *(port TCP/UDP 445) or*  ***NFS***  *(TCP/UDP 2049 port).*

## 8.2.Commissioning interface availability commitment

-SLA 5: IC-INFRA\_SNC-05-Access to the administration console Service: 97%guaranteed availability, continuously ensured, 24 hours a day 24 and 7 days a week. -SLA 6: IC-INFRA\_SNC-06-Access to service piloting apis: a Availability of 99.9%, calculated on a 24 -hour base, 7 days a week.

## 8.3.Support availability commitment

-\*\* SLA 7: IC-INFRA\_SNC-07 \*\*-Here are the performance commitments of the Technical support of the provider for incidents, excluding maintenance Programmed:

| Priority guara (GTI) Performa | nteed intervention time objective of nce |
| --- | --- |
| Priority 30mn \*\* P1 \*\* | 95% |
| Priority 2h 90 \*\* P2 \*\* | % |
| Priority 4H 90 \*\* P3 \*\* | % |
| Priority 24H 8 \*\* P4 \*\* | 5% |
| Priority 48H 8 \*\* P5 \*\* | 5% |

-\*\* SLA 8: IC-INFRA\_SNC-08 \*\*-Here are the performance commitments of Technical support of the provider for service requests:

| Objective interv (GTI) Performanc | ention time guarantee of e |
| --- | --- |
| Request of 4 hou service | rs 90% |

* Note\*:
* *The deadline for the intervention time guarantee (GTI) is calculated at starting from the difference between the moment when the sponsor opens the ticket and the first intervention of the provider’s support.*
* *Investigation of incidents concerning sponsors will not include remote intervention on the accommodated servers of the Sponsor.This assistance will be limited to the explanation of metrics available relating to the environment of the sponsor, in order to facilitate understanding of incidents or problems of performance encountered.Based on the results of this analysis, Recommendations may be suggested.*

# 9. Organization of the contractual relationship

## 9.1.Provider’s responsibilities

The service provider is committed: - to inform his sponsor adequately (for example in case technical resource capacity limit delivering the service).

* to formally inform the sponsor and within one month, of any legal, organizational or technical change that can have an impact on the compliance of the service to the requirements of Protection against extra-European laws (19.6 of the SNC standard v3.2).
* to provide the sponsor with interfaces and service interfaces which are in French at least.
* to take into account specific sectoral requirements linked to types of information entrusted by the sponsor as part of the implementation of the service and within the limits of the responsibilities of the Provider from a share, and the provisions provided for in the contract on the other hand ;
* to study specific sectoral requirements related to types information entrusted by the sponsor as part of the in work of the service, later expressed by the sponsor, and to indicate to the latter the actions necessary to take their account
* not to disclose any information relating to the service to third parties, unless formal and written authorization from the sponsor.
* to make available all the information necessary for the realization of compliance audits in accordance with the provisions of Article 28 of the GDPR.
* to be reported to the sponsor, by this agreement of service, any security incident impacting the service or the use made by the service sponsor (including the commander data).
* to authorize an audit service provider of systems qualified information (passi), mandated by the service provider, to audit the service as well as its information system, in accordance with the plan control of the service provider’s secnumcloud.In addition, the provider undertakes to provide all the information necessary to lead to well the audits of compliance with the provisions of article 28 of the GDPR, led by the sponsor or a mandated third party.
* to be provided, as a subcontractor, in accordance with article 28 of General Data Protection Regulations (GDPR), Assistance and advice to the sponsor by alerting him as soon as an instruction issued by the latter is likely to constitute a violation of Data protection rules.
* to notify the sponsor within a reasonable time, through the sponsor console or by email in sponsor contact, When an impact project or is likely to impact the level of security or availability of the service, or to generate a loss of functionality, potential impacts, mitigation measures set up, as well as residual risks that concern it.
* to document and implement all of the procedures necessary to comply with legal, regulatory and contractual applicable to the service, as well as the needs of specific security security, defined by the latter and provided for in the contract.
* not to use the data from the Commander from the Production To carry out tests, with the exception of obtaining them before the explicit authorization of the sponsor, in which case the service provider undertake to anonymize this data and to ensure its confidentiality during their anonymization.
* to delete data and technical data relating to Sponsor, in accordance with the “data deleting procedure at the end of the contract ”described in this service agreement when a contract is finished or termination.
* to ensure a secure erasure of all of the data from Sponsor by complete rewriting of any medium that hosted its data as part of the service.

At the request of the formal and written sponsor, the service provider undertakes has :

1. make the internal regulations accessible to the sponsor and provider’s ethics charter;
2. Make the sanctions accessible to the sponsor incurred in case infringement to security policy;
3. Provide the sponsor with the set of events concerning him in the elements of service journalization;the sponsor which can also consult the relative events in autonomy to its use of service through web interfaces and APIs of Service ;
4. Make procedures accessible to the sponsor allowing comply with legal, regulatory and contractual requirements in vigor applicable to the service, as well as security needs specific to the sponsor provided for in the contract;
5. To be provided, the risk assessment elements relating to the Submission of the data of the sponsor to the right of a state non-member of the European Union;
6. Informing the sponsor of subsequent subcontractors stakeholders in the provision of the service, and to inform it of any change the impact relating to these subcontractors.

The provider and all of its subsidiaries undertake to respect The fundamental values ​​of the European Union, namely dignity human, freedom, democracy, equality, the rule of law, as well as that respect for human rights.The service provided by the Provider complies with the legislation in force in matters of fundamental rights and the values ​​of the European Union relating to respect for human dignity, freedom, equality, to Democracy and the rule of law. ## 9.2.Limitation of provider’s responsibilities

Because of all the definitions and conditions mentioned in the this service agreement, the responsibilities of the service provider are Limited as follows:

1. The shared liability model, described in the section “Shared responsibility model” of this service, in fact limits the involvement of the service provider in operating layers “above” of the provision of calculation, network, storage and backup.This excludes in particular without limiting itself:

* management of what is installed on virtual machines (OS, Middleware, application, etc.);
* updated bone and other software installed by the Sponsor on her machines in her supporters;
* Program security, software and application installed on virtual machines;
* Updating virtual machines;
* Data backup at the application level.

1. The service provider cannot take advantage of data ownership transmitted and generated by the sponsor.Indeed, these are the ownership of the sponsor.
2. The provider underlines that he can in no case exploit and/or Have data transmitted and generated by the sponsor Without prior validation of the latter, it being understood that their provision is reserved for the sponsor.
3. The service provider generates any responsibility on the components physically accommodated and infograted by the provider, but being the direct property of the sponsor or a third party with which the Sponsor has contracted.Component accommodation customers are not part of the service and is in fact outside the framework of this service agreement.It is the responsibility of Sponsor to assess the level of grip or dependence that helps these components with regard to the Bare Metal service in SECTURUMCLOUD qualification lessons.

## 9.3.Access limitation

As part of the service, the service provider is strictly prohibited to access the supporters belonging to the sponsor without authorization prior.It is the responsibility of the sponsor to provide the necessary access to the provider’s staff, as required specific to accommodation and, if necessary, services support professionals, if this option was chosen by the Sponsor.

The sponsor acknowledges that these access is granted exclusively for needs related to the provision of agreed services, ensuring Thus a secure management and in accordance with the terms of the agreement.

Distant access by third parties involved in the service of Provider is strictly prohibited.In the event that a requirement specific technique would require such access, it could not be established that after having clearly notified the sponsor, provided A detailed justification and obtained his written agreement.

This measure guarantees the control and security of data from Sponsor, by ensuring that any exception to the rule is duly authorized and documented.

## 9.4.Responsibilities of third parties participating in the provision of the service

The service provider masters the list of third partner participating in the Supply of the service.These third parties are publishers, providers (from Service provider) and other suppliers participating in the supply of Service.The provider applies the following measures to these third parties:

* the service provider requires third parties participating in the implementation of service, in their contribution to the service, a level of security to less equivalent to that which he undertakes to maintain in his own security policy applicable to the service;
* the provider contracts, with each of the third parties participating in the implementation of the service, audit clauses allowing a qualification organization to verify that these third parties respect the legal requirements and SNC requirements, allowing the provider to Respect your commitments in this service agreement.
* the service provider implements a procedure to control regularly the measures implemented by third parties participating in the implementation of the service to comply with the requirements to Provider to respect their commitments in this Convention of service.
* The provider ensures a follow -up of the changes made by third parties participating in the implementation of the service likely to affect the level of security of the service information system.

## 9.5.Commander’s responsibilities and obligations

The sponsor has the following obligations as part of the Service :

* As a reminder, the service provider provides the sponsor a platform for calculation (bone-free server) whose configuration of this is at the commander’s charge.
* The sponsor authorizes the ANSSI and the SNC qualification organization to audit the service and the technical infrastructure delivering the Service.
* the sponsor is responsible for indicating to the provider the any specific sectoral requirements linked to types information entrusted by the sponsor and requiring to be taken into account by the service provider.
* The sponsor agrees not to ask the provider of requirements or actions derogated from the service provider from the requirements of SECLUMCLOUD repository in its current version of a part, or lowering the level of security established by compliance with the requirements of This same repository on the other hand. ## 9.6. Droits du COMMANDITAIRE

À tout moment au cours de la relation contractuelle, le COMMANDITAIRE peut déposer une réclamation relative au service qualifié auprès de l’ANSSI.

À tout moment, le COMMANDITAIRE peut demander au Prestataire de lui rendre accessible son règlement intérieur et sa charte d’éthique.

## 9.7. Effacement des données en fin de Contrat

À l’issue du contrat, qu’il arrive à échéance ou qu’il soit résilié pour whatever reason, the service provider undertakes to proceed to the secure erasure of all the data from the sponsor, including technical data.The service provider will ensure that to the sponsor a formal notice, respecting a period of twenty -one (21) Calendar days.The data of the sponsor will then be deleted within a maximum of thirty (30) days of this notification.

To attest to this deletion, the provider will give to the Sponsor A certificate confirming the erasure of data.

# 10. Life cycle of this service agreement

## 10.1.Entry of the service agreement

This service agreement is indeed the day of its signature by the sponsor.

Collection, handling, storage and data processing facts within the framework of the pre-sale, the implementation, the judgment of the Service, are made in compliance with the legislation in force. ## 10.2.Developments in the service agreement

Changes or additions to this service agreement result exclusively from requests formulated by the organs of governance designated for this purpose.These change proposals will be examined by the parties, authorized to determine the aspects requiring written formalization.

It is agreed that any evolution of the service agreement, after validation, which alters the financial conditions initially established, will require the establishment and the signing of an amendment to the contract in course.

The factors that may induce a revision of this service agreement Include, without limiting themselves:

* The evolution of the technical infrastructure delivering the BARE service Metal ;
* the adjustments made to the services deployed by the service provider for provide service;
* variations in commitments made and applicable sanctions;
* organizational reconfigurations within the sponsor or Provider ;
* expansion or reduction of the scope of the service.

The management of versions and revisions of the service agreement is Included in the preamble to the document to facilitate monitoring.

### 10.2.1.Developments triggered by the sponsor

Developments in the service agreement may, in particular, For origin:

* an evolution of the infrastructure managed by the provider;
* a modification of the services implemented by the service provider;
* a change in service levels commitments by the Provider.

### 10.2.2.Developments triggered by the provider

Any modification of the service agreement is subject to acceptance of the sponsor.It is understood that any modification or complement validated modifying the financial elements of the contract, may involve the signature of an amendment to it.

## 10.3.Reversibility

Cloud Temple undertakes to allow a revision of this agreement of service (providing in particular its termination) without penalty for the Sponsor in the event of loss of the secnumcloud qualification.

Services do not include a reversibility obligation (namely, aid to the sponsor so that he can migrate his system to a other “provider) with the exception of the provision of Sponsor by the provider of the sponsor interface allowing the sponsor to save and recover his data including in particular configuration data of their information system via one of the following technical terms to the choice of the sponsor: the Provision of files according to one or more formats documented and usable outside the service provided by the Provider or via the implementation of technical interfaces allowing data access according to a documented and Useable (API). The sponsor, the only master of his system, must do everything to facilitate this operation as necessary (which implies, in particular, that it sets up rigorous documentation to this effect) and the development of reversibility plans.In the event that the Sponsor would need an additional service, the Provider can propose a consulting mission in this regard in the framework of a specific contract to negotiate. # 11. Availability, continuity and restoration of the service

## 11.1.Management of incidents and interruptions

### 11.1.1.Incidents

### 11.1.1.1.Types of incidents treated as part of this service agreement

* claims;
* breakdowns and failures;
* Security incidents impacting availability, confidentiality or the integrity of the service.

### 11.1.1.2.Incident treatment

The service provider informs the sponsor as soon as possible, incidents and interruptions, by means of a notification in the CONSOLE CONTANT or by email in sponsor contact.THE Provider informs the sponsor of the treatment of the incident by the channel used to notify the incident, or by the channel indicated in the notification of the incident.

### 11.1.1.3.Level of notification of security incidents

The sponsor is responsible for choosing severity levels security incidents for which he wishes to be informed, by Example via their formalization in a step applicable to the service.

By default, the sponsor is informed:

* Impact security incidents (I1 and I2 impacts according to the impact scale defined in the process of prioritizing treatments of this service agreement);
* Security incidents impacting confidentiality or integrity data of the sponsor entrusted within the framework of the service;
* violations of personal data for which the Sponsor is responsible for treatment in accordance with article 8 of the DPA appendix as part of the service;

## Personal data violations for which the service provider is responsible for the processing and comprising personal data from the sponsor, in accordance with article 8 of the annex DPA.11.2.Service maintenance

### 11.2.1.Maintenance nature

Maintenance guaranteed consists in implementation:

* of the maintenance plan in operational conditions of the service to ensure good availability indicators such as the Provider above;
* of the PCA/PRA plan if subscribed by the sponsor triggered according to any incidents that would arise.

### 11.2.2.Distant Access of Cloud Temple on the scope of the sponsor

The service provider refrains, within the framework of this agreement of service, all access to the proponents and the space of the interface of the Sponsor.

It will be the sponsor to give the necessary access to staff of the provider.The sponsor acknowledges that access will be used as part of accommodation and ultimately of the outsourcing (if subscribed by the sponsor).

### 11.2.3.Access of third parties participating in the provision of the service on the perimeter of the sponsor

No distant access to third parties participating in the provision of the service is not allowed.

If a technical need made this case necessary, then this type of access would only be carried out after notification of the sponsor justification and obtaining his written agreement.

# 12. Data deleting procedure at the end of the contract

At the end of the contract, whether the contract has reached an end or for any other cause, the service provider assured the secure erasure of all of the data processed within the framework of the service, including the technical data of the sponsor.The provider will give a formal notice while respecting a period of twenty -one days (21) Calendars.The data of the sponsor will be deleted in a Maximum period of thirty (30) day after notification.The provider provides a data deletion certificate to the sponsor.

# 13. Applicable law

## 13.1.Generally

Applicable law and to which this convention of service is French law.

## 13.2.Compliance with the law and applicable regulations

The service provider engages on the following points:

* identification of applicable legal and regulatory constraints as part of the service;
* compliance with legal and regulatory constraints applicable to data entrusted to the service provider within the limits of the responsibilities of the latter from a share, and the provisions provided for in the contract on the other hand.;
* respect for the Data Protection Act and the GDPR;
* the implementation of personal data protection means;
* the implementation of a legal and regulatory monitoring process;
* to dispose and maintain appropriate relationships or watch with sectoral authorities in connection with the nature of the data processed as part of the services.This includes in particular the ANSSI, the CERT-FR and the CNIL.

## 13.3.GDPR

Acting as a subcontractor within the meaning of article 28 of the General Data Protection Regulations (GDPR), the service provider Getting involved:

* to ensure transparency and traceability;
* To designate a DPO in charge of defining and implementing the measures protection of personal data;
* provide assistance and advice to the sponsor on the alert if An investigation of the latter constitutes a violation of the rules of protection of personal data if the service provider has the means of Identify;
* a security guarantee on the data processed (due to the qualification secnumcloud).

## 13.4.Protection with respect to extra-European law

The service provider’s statuary seat is established within a Member State of the European Union.Share capital and voting rights in the service provider are not, directly or indirectly:

* individually held more than 24%;
* and collectively held more than 39%;

by third -party entities with their statutory headquarters, administration central or main establishment within a non -member of the European Union.

In the event of appeal by the service provider, as part of the service, a third -party company - including a subcontractor - having its statutory headquarters, central administration or main establishment within a non -member state of the European Union or belonging or being controlled by a third -party company domiciled outside the union European, the provider is committed:

* that this above -mentioned third company will have no access to operated data;
* to have an exploitation autonomy through the possibility to call on another subcontractor or to quickly work a technological alternative.

As a reminder, the data referred to is those entrusted to Provider by the sponsor as well as all technical data including information on sponsors.

For the purposes of this article, the concept of control is heard as being that mentioned in II of article L233-3 of the code of trade.

# 14. Signatures

Made to  \_  \_  \_  \_ \_ \_  \_ \_  \_  \_ \_   \_ \_ \_ \_  \_ \_ \_ \_ *, the*  \_  \_  \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_    \_ \_ \_ \_ \_ \_  \_ \_ \_   \_ \_ \_ For Cloud Temple, the service provider

For  \_  \_  \_ \_ \_ \_  \_  \_ \_ \_ \_  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_  \_, the sponsor