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Cloud Temple logo

# 1. IAAS service agreement

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| # 3. Preliminary and glossary |
| ## 3.1.Preliminary |
| This document formalizes the service agreement associated with Iaas Service Qualified Secnumcloud under the name of “*Secure Temple* ”. |
| The service is qualified SecnumCloud (see certificate in annex). |
| 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. |
| 3. Service agreement Secnumcloud Openiaas |
| 4. Secnumcloud paas service agreement |
| 5. Specific service agreement - Bare Metal 6. Specific specific agreement |
| 7. Security insurance plan (not) |
| 8. Special conditions of use (CPU) |
| 9. 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. - **Disponibilité :** Capacité à assurer la disponibilité et le maintien des performances optimales du Service, en accord avec les critères et engagements définis dans les Accords de Niveau de Service (SLA). |
| - **Données techniques** : comprend l’ensemble des données manipulées pour délivrer le Service, notablement dont l’identité des bénéficiaires et des administrateurs de l’infrastructure technique, des journaux de l’infrastructure technique, configuration des accès, 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 qualified SECNUMCLOUD IAAS service “Secure Temple ”, 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. |
| - \*\* Secure Temple \*\*: designates the qualified SECNUMCLOUD IAAS service, proposed by the company Cloud Temple, as defined in the certificate available on the ANSSI website and provided in the appendix to 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 |

| **Acronyme** | **Définition** |
| --- | --- |
| **CAB** | Change Advisory Board – Comité consultatif sur les |
|  | changements |

**CMDB** Configuration Management Database – Base de données de gestion des configurations

**COPIL** Comité de pilotage

**COSTRAT** Comité stratégique

\*\* COPROJ \*\* Project committee

\*\* DB \*\* Database (database)

\*\* DPA \*\* Data Protection Agreement

\*\* DRP \*\* Disaster Recovery Plan (PRA) (Activity recovery plan)

\*\* GTE \*\* Climbing time guarantee

\*\* GTI \*\* Intervention time guarantee

\*\* GTR \*\* Resolution time guarantee

\*\* ITIL \*\* Information Technology Infrastructure Library - Good practices for IS management **IaaS** Infrastructure as a Service

**MCO** Maintien en condition opérationnelle

**MOA** Maitrise d’Ouvrage

**MOE** Maitrise d’Œuvre

**MSP** Managed Services Provider

**OS** Operating system (système d’exploitation)

**PAQ** Plan d’Assurance Qualité

**PaaS** Platform as a Service

**PAS** Plan d’Assurance Sécurité

**PASSI** Prestataire d’Audit de Sécurité des Systèmes d’Information

\*\* RFC \*\* Request for Change - Request for change

\*\* GDPR \*\* General Data Protection Regulation (Personal)

\*\* RPO \*\* Recovery Objective Point - Freshness of restored data in the event of a claim

\*\* RTO \*\* Recovery Time Objective - Deadline for reinstateing the service in the event of a claim

\*\* SDM \*\* Delivery Manager service

\*\* SLA \*\* Service Level Agreement - Service level agreement **SNC** SecNumCloud

**SOC** Security Operation Center

**TMA** Tierce Maintenance dApplication

**UO** Unité d’Œuvre

**VABE** Validation d’Aptitude à la Bonne Exploitabilité

**VABF** Validation d’Aptitude au Bon Fonctionnement

**VM** Virtual Machine (Machine virtuelle)

**VSR** Validation de Service Régulier —————————————————————————–

# 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;
* Identifier les normes réglementaires applicables spécifiquement au Service délivré ;
* Assurer une uniformité et une intégrité dans l’évaluation de la qualité du Service ;
* Garantir l’excellence des services fournis, évaluée au moyen d’indicateurs de performance quantitatifs.

Il est stipulé que, dans l’hypothèse où le Prestataire se verrait retirer sa qualification SecNumCloud, le Contrat pourra être résilié de plein droit, sans encourir de pénalités, par le COMMANDITAIRE. Dans une telle éventualité, le Prestataire s’engage à informer le COMMANDITAIRE de cette déqualification par envoi d’une notification officielle, au moyen d’une lettre recommandée avec demande d’avis de réception.

Il convient de noter qu’une modification ou un ajustement de la qualification SecNumCloud ne sera pas interprété comme une révocation de la qualification initiale.

# 6. Audit

Le Prestataire s’engage à permettre au COMMANDITAIRE, ou à tout auditeur 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;
* The offer of a backup service dedicated to virtual machines. 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 Production data of the Cleaning Certhen |
| Object storage provision of object storage infrastructure S3 Sovereign Multi AZ and compatible with standard S3 APIs. |
| Modulo backup subscription to the appropriate mass-storage |
| Network resource infrastructure of the sponsor network |
| Consoles the service allowing the sponsor to access his Service Iaas sponsor and administer it via the Shiva interface |
| Support the support service accompanying the previous services and only 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, qualified services 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 sécurité mises en place, y compris les tests annuels de basculement sur les groupes électrogènes, sont essentielles pour garantir la continuité et l’intégrité des services fournis. Ces pratiques sont conçues pour minimiser les risques de panne et assurer une réactivité optimale en cas d’Incident. En acceptant ces conditions, le COMMANDITAIRE reconnaît l’importance de ces mesures et s’engage à coopérer pleinement pour faciliter leur mise en œuvre. Le COMMANDITAIRE est également encouragé à 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 COMMANDITAIRE et réparties selon les zones de disponibilité de son choix. Il est à noter que ces lames de calcul sont exclusivement dédiées au COMMANDITAIRE ;
* La mise à disposition de systèmes d’exploitation de type hyperviseurs, ainsi que la garantie du maintien en condition opérationnelle et de sécurité de l’infrastructure logicielle nécessaire au pilotage de ces systèmes d’exploitation. Il convient de mettre en évidence que, même If the service provider is responsible for operational maintenance and overall security of the service, it does not hold specific knowledge concerning production environments of the sponsor or the requirements linked to his workloads.By consequently, the responsibility of deciding on the update of operating systems of hypervisor calculation blades, an action likely to require a restart, rests entirely on the Sponsor.This operation can be carried out via the interface Sponsor.

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.Backup infrastructure

The service provider provides the sponsor with a service of integrated, dedicated and managed backup, intended for the protection of its virtual machines.The provider ensures the maintenance in condition operational and safety condition of this backup service. The service provider ensures that the backups of the sponsor will be Located outside the availability area for workloads safeguarded, provided that the sponsor has subscribed to the units adequate work.

This backup service is limited to saving machines virtuals and environmental topology configurations Iaas Tenants of the sponsor as part of the service.Development and the application of an adequate safeguard policy by the Sponsor depend on the subscription to units of work specific.It is therefore the responsibility of the sponsor to ensure the availability of the necessary technical resources with the Provider to implement their safeguard policy or adjust The latter according to the means available.

The service provider undertakes to notify the sponsor in the event of capacity constraints and to provide advice assistance for Optimization of resources.The provider’s obligations are will limit to the implementation of the needs expressed by the sponsor in terms of safeguard policy, within the framework of resources subscribed.

### 7.2.7.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 IAAS 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 virtual machines at the OS level and above in the IAA liability stack, 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 IAAS to the sponsor by reserving resources and configuring the deployments to use availability areas.It is the responsibility of Sponsor to choose the availability zones via the interface Sponsor.

### 7.3.3.Configuration of the backup

The backup performance stops at the backup of the machines virtuals and topology configurations representing the IAAS environment of the sponsors of the sponsor as part of the Service.

The safeguard service and the completion of the policy of backup of the sponsor is subject to the subscription of space from Mass Storage Storage necessary to provide service.He is therefore of the sponsor’s responsibility to subscribe to the Provider The technical means necessary to ensure the policy safeguarding on its computer perimeter, or adjusting the policy of safeguarding to the means implemented.The service provider undertakes to Inform the sponsor in the event of a technical capacity limit.

The provider will set up technical and human means necessary to save the system hosted within the limits of resources subscribed by the sponsor. In addition, in the case of perimeters not supported by the Provider, it is up to the sponsor to define his own safeguard strategy and himself configure VM backups or apply for a service from the service provider for the configuration of backups for physical servers is put into Place if the sponsor has a managed service contract allowing the provider to act via the sponsor interface which is the administration console which is made available within the framework of this service agreement and which has features for Configure backups.

In addition, this service will only have a commitment to translate into the Configuration via the sponsor interface, the specified configuration clearly by the sponsor.

For reasons of flexibility of the provider’s offer, the Sponsor has the option of associating a non-sausage policy on Some of its VMs.In this case, it belongs to the sponsor to assume this choice.The service provider will not safeguard the associated VMs to politics  “no backup ".The service provider alerts the sponsor that Choose the  ”no backup " policy or choose to save manually exposes the sponsor to a final data loss in the event of an incident on the low layers or on the layers dependent on its responsibility in the Iaas model.In such a case, it will be Impossible to hold the responsible service provider to restore data Because there will be nothing to restore.The provider recommends always Save the VMs.

For any subject concerning the OS installed on a virtual machine and any software or program executed “over the bone”, it is Liability of the sponsor to carry out operations administration and supervision within the European Union if wishes to guarantee that all the verticality of the diapers of the IS are opérées et gérées depuis l’Union Européenne. Les opérations d’administration hors du périmètre de responsabilité du Prestataire dans le cadre de la présente Convention de service dont indiquées dans la section « Modèle de responsabilités partagées » de la présente Conventions de Service.

## 7.4. Mise en œuvre du service

### 7.4.1. Prérequis techniques

Pour la mise en œuvre du Service, le COMMANDITAIRE reconnaît qu’il devra :

* Operating with VMware type virtualization in the versions supported by the publisher and provided by the service provider as part service;
* Use via the service provider to use the backup tool;
* 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 Duservice 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. Le COMMANDITAIRE est informé de la possibilité des salariés de Cloud Temple de travailler à distance. Toutefois, le Prestataire garantit le même niveau de sécurité concernant les accès à distance, notamment concernant les accès VPN. Ces accès distants sont mis en œuvre conformément aux exigences du référentiel SecNumCloud.

## 7.6. Support

### 7.6.1. Nature du support accompagnant le service

Le Prestataire fournit un service de support technique visant à assister 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 normal office normal 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 | y Priority **P3** **P4** **P5** |

Les engagements de niveau de service correspondant à chaque niveau de priorité sont détaillés dans le chapitre suivant.

### 7.6.5. Langue et localisation du service de support

Le support est fourni par le Prestataire au COMMANDITAIRE a minima en langue française. Le support peut être également fourni en langue anglaise.

The operations of the provider’s support service for the offer of SECNUMCLOUD qualified infrastructure service are located in the Union European.

# 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 **-Reliability of the backup: rate of Guaranteed availability of 99.99%, calculated on a 24 -hour base, 7 days a week. -\*\*SLA 4 (\*): IC-INFRA\_SNC-04 \*\*-Availability of network infrastructure: guaranteed availability rate of 99.99%, Calculated on a 24 -hour base, 7 days a week. -** SLA 5: IC-INFRA\_SNC-05 \*\*-Internet access: availability rate Guaranteed 99.99%, calculated on a 24 -hour base, 7 days a week.

***Remarks*** :

* *In response an attack by denial of distributed service (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 6: IC-INFRA\_SNC-06-Access to the administration console Service: 97%guaranteed availability, continuously ensured, 24 hours a day 24 and 7 days a week. -SLA 7: IC-INFRA\_SNC-07-Access to service piloting aiti: a Availability of 99.9%, calculated on a 24 -hour base, 7 days a week.

## 8.3.Support availability commitment

-\*\* SLA 8: IC-INFRA\_SNC-08 \*\*-Here are the performance commitments of 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 9: IC-INFRA\_SNC-09 \*\*-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.*

## 8.4.S3 object storage availability commitment

-\*\* SLA 10: IC-INFRA\_SNC-10 \*\*-Here are the availability commitments For S3 object storage:

| Objective engagement indicator of availability |
| --- |
| IC-Infra-SNC-10.1 Durability of storage of an object out of 99,99999999% / year a region |
| IC-Infra-SNC-12 S3 |
| IC-Infra-SNC-10.3 Maximum access to an object 150 ms on a region |

Remarks :

* The object storage service is specifically designed for storage objects and must be used for this sole purpose, \*\* excluding categorically its use in block \*\* mode.Use the block mode by diverted methods, including for example the use of *“Fuse” in a Linux environment*, constitutes an offense to terms of use set out.No incident, dysfunction or damage resulting from this non -compliant use will not be covered by Service level agreements (SLA) defined in this agreement services.
* the durability guarantee is conditioned on the use of services in accordance with current best practices and standard, and explicitly excludes any modification of the data, whether intentional or accidental, resulting from actions taken by the Sponsor.

## 8.5.Precision concerning the safeguard commitment

The backup strategy deployed for the sponsor is conditioned by subscription to adequate work units.

The provider is committed to the provision of a solution to safeguard that will allow the sponsor to apply the policies of desired backups.

It is specified that the perimeter of the service provider ends at the provision of a backup service and it is the sponsor of supervise the correct execution of the proper execution of associated policies.

It is specified that the management of storage capacity of the space of storage dedicated to backups, remains the responsibility and responsibility of Sponsor.The service provider provides the use rate via the console.

*Example: no backup of a virtual machine:*

*The sponsor is responsible for checking / supervising the right exécution des politiques des sauvegardes, dans le cas où le COMMANDITAIRE constate qu’une machine virtuelle n’est pas sauvegardée, il lui appartient d’en vérifier la cause, le COMMANDITAIRE pourra solliciter le Support du Prestaire selon le niveau de support souscrit pour être assisté.*

**Le SLA 8 : IC-INFRA\_SNC-08 et SLA 9**, sera exclusivement applicable dans le cas d’un Incident du service sauvegarde.

# 9. Organisation de la relation contractuelle

## 9.1. Responsabilités du Prestataire

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 dans les éléments de journalisation du Service ; le COMMANDITAIRE pouvant par ailleurs consulter en autonomie les événements relatifs à son utilisation du Service au travers des interfaces web et API du Service ;
4. Rendre accessible au COMMANDITAIRE les procédures permettant de respecter les exigences légales, réglementaires et contractuelles en vigueur applicables au Service, ainsi que les besoins de sécurité spécifiques du COMMANDITAIRE prévus au Contrat ;
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 les valeurs fondamentales de l’Union européenne, à savoir la dignité humaine, la liberté, la démocratie, l’égalité, l’état de droit, ainsi que le respect des Droits de l’homme. Le service fourni par le Prestataire est conforme à la législation en vigueur en matière de droits fondamentaux et aux valeurs de l’Union européenne relatives au respect de la dignité humaine, à la liberté, à l’égalité, à la démocratie et à l’État de droit.

## 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 disposition de ressources de calcul, de réseau, de stockage et de sauvegarde. Ceci exclut en particulier sans s’y limiter :
   * La gestion de ce qui est installé sur les machines virtuelles (OS, middlewares, applicatifs, etc.);
   * La tenue à jour des OS et autres logiciels installés par le COMMANDITAIRE sur ses machines dans ses Tenants;
   * La sécurité des programmes, logiciels et applicatifs installés sur les machines virtuelles;

* Updating virtual machines;
* Data backup at the application level.

1. The service provider cannot make commitments to safeguard the Supporters of the sponsor without the sponsor having beforehand subscribed to the adequate works of works.
2. The service provider cannot take advantage of data ownership transmitted and generated by the sponsor.Indeed, these are the ownership of the sponsor.
3. The service 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.
4. 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 help these components with regard to the qualified Iaas service SecnumCloud.

## 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 Secure Temple 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 Secure Temple 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 execution of virtual machines, the configuration of these is at the expense of the sponsor.Each virtual machine cannot Operating without an associated safeguard policy.The provider Defines automatic safeguard policies via its interfaces. But it is the responsibility of the sponsor the activation of these policies backup and therefore activate virtual machines.
* 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.Commander’s rights

At any time during the contractual relationship, the sponsor may submit a complaint relating to the qualified service with ANSSI.

At any time, the sponsor can ask the service provider to Make its internal regulations and its ethics charter accessible.

## 9.7.Erasure of data at the end of the contract

At the end of the contract, whether it matches or is terminated to 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. Évolutions de la Convention de service

Les modifications ou ajouts apportés à la présente Convention de service découlent exclusivement des requêtes formulées par les organes de gouvernance désignés à cet effet. Ces propositions de changement seront examinées par les Parties, habilitées à déterminer les aspects nécessitant une formalisation écrite.

Il est convenu que toute évolution de la Convention de service, après 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 IAAS service;
* 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

In addition, Cloud Temple undertakes to allow a revision of this Service agreement (providing in particular its termination) without penalty For the sponsor in the event of loss of the secunumcloud 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 l’intégralité des données traitées dans le cadre du Service, y compris les Données techniques du COMMANDITAIRE. Le Prestataire donnera un préavis formel en respectant un délai de vingt et un jours (21) calendaires. Les données du COMMANDITAIRE seront supprimées dans un délai maximum de trente (30) jour après la notification. Le Prestataire fournit un certificat de suppression de données au COMMANDITAIRE.

# 13. Droit applicable

## 13.1. De manière générale

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 data operated by the Service  ’Secure Temple ';
* 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