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Cloud Temple logo

# 1. Openiaas service agreement

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| **Vos interlocuteurs** | *Prénom* *Nom* |
|  | Account Manager |
|  | e-mail : *prenom.nom*@cloud-temple.com |
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# 3. Preliminary and glossary

## 3.1.Preliminary

This document formalizes the service agreement associated with Openiaas Service in the process of secunumcloud qualification.

The service is being qualified secunumcloud (see certificate which will be annexed).

This complete service agreement and is complementary to General conditions of sale and use of the service provider.He is entendu que les documents contractuels s’interprètent de manière cohérente entre eux. En cas de contradiction ou de divergence entre les termes des documents contractuels, les documents prévaudront les uns sur les autres dans l’ordre suivant :

1. Conditions Générales de Vente et Utilisation (CGVU)
2. Convention de Service SecNumCloud IaaS
3. Convention de Service SecNumCloud OpenIaaS
4. Convention de Service SecNumCloud PaaS
5. Convention de Service spécifique - 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.
* \*\* 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, annuaire, certificats...
* **Evènement :** Un "événement" est toute occurrence détectable ou identifiable pouvant avoir une importance pour la gestion du Service.
* **Hyperviseur :** Système d’exploitation permettant l’execution de machines virtuelles sur une lame de calcul.
* **Incident :** Tout événement imprévu qui perturbe le fonctionnement normal du Service ou compromet la sécurité des données.
* **Incident de sécurité :** Tout événement dans le périmètre du Service:
  + De nature intentionnellement malveillante ;
  + De nature accidentelle portant atteinte à l’intégrité, la confidentialité ou la traçabilité du Service ou des données du COMMANDITAIRE ;
  + Portant atteinte aux mesures de sécurité existantes. Les atteintes à la Disponibilité d’origine non-malveillante ne sont pas considérées comme un Incident de sécurité (panne matérielle, bug, dysfonctionnement, sinistre naturel…).
* \*\* 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 d’un Incident potentiel (situation à risque) nécessitant une analyse et une résolution pour prévenir sa récurrence.
* **Région :** désigne un ensemble géographiquement délimité de zones de disponibilité cloud, fournissant des services de réseau, de calcul et de stockage pour optimiser la latence, la performance et la conformité réglementaire locale.
* **Service OpenIaaS :** désigne le service IaaS basé sur une technonologie opensource, en cours de qualification SecNumCloud , issued to the sponsor by the service provider for infrastructure techniques maintained by the provider, as described in the “Description of the service” section of this service.

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* \*\* sinister: \*\* designates a serious event of natural origin or human, accidental or intentional, causing losses and significant damage to the victim.

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* \*\* Supervision: \*\* Monitoring of an information system or Service, impliquant la collecte de diverses données telles que mesures et alarmes. Cette activité se limite à l’observation et au suivi, sans intervenir directement sur les éléments surveillés, une prérogative qui appartient aux opérations d’Administration.
* **Tenant :** Une instance isolée réservée à un utilisateur ou groupe d’utilisateurs, partageant une infrastructure commune tout en maintenant l’indépendance et la sécurité des données et des 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 \*\* Change Advisory Board - Advisory Committee on changes |
| \*\* CMDB \*\* Configuration Management Database - Database of Configuration management |
| \*\* COPIL \*\* Steering committee |
| \*\* Costrat \*\* Strategic Committee |
| \*\* 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 \*\* Maintain in operational condition |
| \*\* Moa \*\* Project \*\* MOE \*\* Project control |
| \*\* MSP \*\* Managed Services Provider |
| \*\* OS \*\* Operating System (Operating System) |
| \*\* PAQ \*\* Quality insurance plan |
| \*\* Paas \*\* Platform as a service |
| \*\* not \*\* Security insurance plan |
| \*\* PASSI \*\* Information Systems Security Audit Provider |
| \*\* 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 \*\* Unit of work |
| \*\* VABE \*\* Validation of aptitude for good exploitability |
| \*\* VABF \*\* Validation of aptitude for proper functioning |
| \*\* VM \*\* Virtual Machine (Virtual Machine) |
| \*\* VSR \*\* Validation 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;
* 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 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 vérification de la conformité du Service et de son système d’information au référentiel SecNumCloud.
2. Un prestataire d’audit de la sécurité des systèmes d’information, dûment qualifié PASSI et expressément désigné par le Prestataire, pour mener à bien des audits de sécurité portant sur le Service.

# 7. Description du Service

## 7.1. Modèle de responsabilité partagé

Le Service proposé par le Prestataire se caractérise par la mise à disposition des prestations suivantes, lesquelles s’alignent sur le principe de responsabilité partagée présenté dans le référentiel SecNumCloud :

* La provision de ressources de calcul (compute) ;
* La mise à disposition d’espaces de stockage ;
* L’accès à des services de connectivité réseau et internet ;
* L’offre d’un service de sauvegarde dédié aux machines virtuelles.

Le modèle de responsabilités partagé appliqué entre le Prestataire et le COMMANDITAIRE dans le cadre du Service est présenté en §7.1.

Il est entendu que le Prestataire mobilisera son expertise pour réaliser les Prestations selon les meilleures pratiques professionnelles et conformément aux exigences du référentiel SecNumCloud.

## 7.2. Présentation détaillée du périmètre du Service

| Compute Ressource de calcul du Tenant COMMANDITAIRE |
| --- |
| Storage Production data of the Cleaning Certhen |
| Object storage provision of storage infrastructure S3 Multi AZ sovereign object and compatible with API S3 standard. |
| Modulo backup subscription to object storage S3 |
| Network resource infrastructure of the sponsor network Consoles the service allowing the sponsor to access his Openiaas service sponsor and administer it via the interface Shiva |
| Support the support service accompanying services previous and only these (\*) |

 \_ (\*) Within the limit of the service perimeter during qualification SNC and the provider’s responsibilities 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 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 constitue pas une indisponibilité du Service mais une action de protection du Service et de l’infrastructure du Prestataire ; par conséquent, le COMMANDITAIRE ne peut la considérer comme une indisponibilité dans ses calculs.

De plus, le Prestataire précise au COMMANDITAIRE que les requêtes parfaitement identiques (doublons) envoyées à ses APIs sont limitées à une par seconde (Throttling). Si le COMMANDITAIRE soumet des requêtes identiques à une fréquence supérieure, leur rejet ne pourra être 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 hypervisor type operating systems, as well as the guarantee of maintaining operational condition and safety of the software infrastructure necessary to pilot these operating systems.It should be highlighted that even si le Prestataire est responsable de la maintenance opérationnelle et de la sécurisation globale du Service, il ne détient pas de connaissances spécifiques concernant les environnements de production du COMMANDITAIRE ni des exigences liées à ses charges de travail. Par conséquent, la responsabilité de décider de la mise à jour des systèmes d’exploitation des lames de calcul hyperviseurs, une action susceptible de nécessiter un redémarrage, repose entièrement sur le 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: - L’implémentation et le maintien en condition opérationnelle et en condition de sécurité du réseau SAN dédié ; - L’installation et la gestion des baies de stockage mutualisées entre les clients, y compris leur maintien en condition opérationnelle et en condition de sécurité, leur supervision et leur métrologie ; - La mise en place des systèmes automatisés pour l’allocation des LUNs (Logical Unit Numbers) de stockage dédiés à l’usage du COMMANDITAIRE, conformément aux volumes souscrits par le COMMANDITAIRE.

### 7.2.5. Infrastructure réseau globale

Le Prestataire déploie dans le cadre du Service, un réseau global facilitant au COMMANDITAIRE la mise en accessibilité de ses systèmes hébergés. Ce service comprend :

* La fourniture, le maintien en condition opérationnelle et en condition de sécurité de l’ensemble des liaisons en fibres optiques interconnectant les différentes Zones de disponibilité;
* 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 situées en dehors de la Zone de disponibilité des charges de travail sauvegardées, sous réserve que le COMMANDITAIRE ait souscrit au Unités d’œuvre adéquates.

Cette prestation de sauvegarde se limite à la sauvegarde des machines virtuelles et des configurations de topologie de l’environnement OpenIaaS des Tenants du COMMANDITAIRE dans le cadre du Service. L’élaboration et l’application d’une politique de sauvegarde adéquate par le COMMANDITAIRE dépendent de la souscription à des unités d’œuvre 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 limiteront à la mise en œuvre des besoins exprimés par le COMMANDITAIRE en matière de politique de sauvegarde, dans le cadre des ressources souscrites.

### 7.2.7. Mise en œuvre de solutions de reprise d’activité ou de continuité d’activité

Le Prestataire fournit au COMMANDITAIRE l’ensemble des solutions techniques nécessaires pour garantir une répartition optimale de ses ressources à travers diverses Zones de disponibilité. Il incombe au 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 openiaas model under qualification

### 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 Iaas 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 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 openiaas 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 Prestataire les moyens techniques nécessaires pour assurer la politique de sauvegarde sur son périmètre informatique, ou d’ajuster la politique de sauvegarde aux moyens mis en œuvre. Le Prestataire s’engage à informer le COMMANDITAIRE en cas de limite de capacité technique.

Le Prestataire mettra en place les moyens techniques et humains nécessaires à la sauvegarde du système hébergé dans la limite des ressources souscrites par le COMMANDITAIRE.

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 de tenir le Prestataire responsable de restaurer les données car il n’y aura rien à restaurer. Le Prestataire recommande de toujours sauvegarder les VM.

Pour tout sujet concernant l’OS installé sur une machine virtuelle et tout logiciel ou programme exécuté « par-dessus l’OS », il est de la responsabilité du COMMANDITAIRE de réaliser les opérations d’administration et de supervision au sein de l’Union Européenne s’il souhaite garantir que toute la verticalité des couches du SI soient operated and managed from the European Union.Operations administration outside the service perimeter of the service provider in the framework of this service agreement which is indicated in the “Shared responsibility model” section of this Service conventions.

## 7.4.Implementation of service

### 7.4.1.Technical prerequisites

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

* Operating with Xen 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.

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 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. Dès que le Prestataire reçoit une demande ou une notification d’Incident, que ce soit par le biais de la console de gestion ou à la suite d’un appel téléphonique, un ticket est automatiquement créé. Lors de la déclaration d’un Incident, il est essentiel que le COMMANDITAIRE fournisse au prestataire un maximum de détails sur le problème rencontré. Cette démarche est cruciale pour permettre une évaluation adéquate de la situation, sa priorisation et un diagnostic efficace.

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 ::

| pact level impact level i1 impact i criticité | 2 impact i3 |  |  |
| --- | --- | --- | --- |
| Criticité C1 | Priorité **P1** | Priorité **P2** | Priorité **P3** |
| Criticité C2 | Priorité **P2** | Priorité **P3** | Priorité **P4** |
| Criticité C3 P3 \*\* \*\* P4 \*\* \*\* P5 \*\* | Priorité | Priorité | Priorité |

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. Les opérations du service de support du Prestataire pour l’offre de service d’infrastructure qualifiée SecNumCloud sont situées dans l’Union Européenne.

# 8. Engagements et niveaux de services

Le Prestataire s’engage à garantir une surveillance continue de la performance et de l’intégrité sécuritaire de son infrastructure technique délivrant le Service, veillant à leur fonctionnement optimal.

L’indisponibilité d’un service, faisant l’objet d’un indicateur de performance, est reconnue dès son identification par le système de supervision du Prestataire, ou suite à une notification par un utilisateur du COMMANDITAIRE. Le début de l’indisponibilité est fixé au moment le plus précoce entre ces deux événements, afin de garantir un décompte précis et juste du temps d’indisponibilité.

La fin de l’indisponibilité est officiellement marquée par la restauration complète du service, confirmée soit par les outils de 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 pour limiter l’impact de cette attaque et sauvegarder son infrastructure. En particulier, si une adresse IP appartenant au COMMANDITAIRE est ciblée, le Prestataire peut recourir à la technique de blackholing via la communauté BGP pour bloquer tout le trafic vers l’adresse IP visée en amont chez ses fournisseurs, dans le but de protéger les ressources du COMMANDITAIRE ainsi que celles d’autres COMMANDITAIREs et de l’infrastructure du Prestataire. Le Prestataire 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 disponibilité de 99.9%, calculé sur une base 24h/24, 7j/7.

## 8.3. Engagement de disponibilité du support

* **SLA 8 : IC-INFRA\_SNC-08** – Voici les engagements de performance du support technique du Prestataire pour les incidents, hors maintenances programmées :

|  |
| --- |
| Priorité Garantie de temps d’intervention Objectif de |
| (GTI) performance |

* Priorité 30mn 95% **P1**
* Priorité 2h 90% **P2**
* Priorité 4h 90% **P3**
* Priorité 24h 85% \*\* P4 \*\*

Priority 48H 85% \*\* P5 \*\* ———————————————————————————–

-\*\* SLA 9: IC-INFRA\_SNC-09 \*\*-Here are the performance commitments of Technical support of the provider for service requests:

|  | Garantie de temps d’intervention (GTI) | Objectif de performance |
| --- | --- | --- |
| Demande de service | 4h | 90% |

*Nota* :

* *Le délai pour la Garantie de Temps d’Intervention (GTI) est calculé à 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 execution of backup policies, in the event that the Sponsor notes that a virtual machine is not saved, It is up to him to check the cause, the sponsor may request the support of the provision according to the level of support subscribed To be assisted.*

\*\* SLA 8: IC-INFRA\_SNC-08 and SLA 9 \*\*, will be exclusively applicable In the case of a safeguard service incident.

# 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 d'informations confiées par le COMMANDITAIRE dans le cadre de la mise en œuvre du Service, ultérieurement exprimées par le COMMANDITAIRE, et à indiquer à ce dernier les actions nécessaires pour leur prise en compte
* à ne divulguer aucune information relative à la prestation à des tiers, sauf autorisation formelle et écrite du COMMANDITAIRE.
* à mettre à disposition toutes les informations nécessaires à la réalisation d’audits de conformité conformément aux dispositions de l’article 28 du RGPD.
* à rendre compte auprès du COMMANDITAIRE, par la présente Convention de service, de tout Incident de sécurité impactant le Service ou l’utilisation faite par le COMMANDITAIRE du Service (incluant les données du COMMANDITAIRE).
* à autoriser un prestataire d’audit de la sécurité des systèmes d’information (PASSI) qualifié, mandaté par le Prestataire, à auditer le service ainsi que son système d’information, conformément au 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 mises en place, ainsi que des risques résiduels qui le concernent.
* à documenter et à mettre en œuvre l’ensemble des procédures nécessaires pour respecter les exigences légales, réglementaires et contractuelles applicables au service, ainsi que les besoins de sécurité spécifiques du COMMANDITAIRE, définis par ce dernier et prévus au Contrat.
* à ne pas utiliser les données du COMMANDITAIRE issues de la production pour réaliser des tests, à l’exception d’en obtenir préalablement l'autorisation explicite du COMMANDITAIRE, auquel cas le Prestataire s'engage à anonymiser ces données et à en assurer la confidentialité lors de leur anonymisation.
* à supprimer les données et Données techniques relatives au COMMANDITAIRE, conformément à la « procédure d’effacement des données en fin de Contrat » décrite dans la présente Convention de service lors d’une fin ou résiliation de Contrat.
* à assurer un effacement sécurisé de l’intégralité des données du COMMANDITAIRE par réécriture complète de tout support ayant hébergé ses données dans le cadre du Service.

Sur demande du COMMANDITAIRE formelle et écrite, le Prestataire s’engage à :

1. Rendre accessible au COMMANDITAIRE le règlement intérieur et la charte d’éthique du Prestataire ;
2. Rendre accessible au COMMANDITAIRE les sanctions encourues en cas d’infraction à la politique de sécurité ;
3. Fournir au COMMANDITAIRE l'ensemble des événements le concernant 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. A fournir, les éléments d’appréciation des risques relatifs à la soumission des données du COMMANDITAIRE au droit d’un état non-membre de l’Union Européenne ;
6. A informer le COMMANDITAIRE des sous-traitants ultérieurs intervenants dans la fourniture du Service, et à l'informer de tout changement l'impactant relatif à ces sous-traitants.

Le Prestataire et l’ensemble de ses filiales s’engagent à respecter 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 disposition de ressources de calcul, de réseau, de stockage et de sauvegarde. Ceci exclut en particulier et 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 helps these components with regard to the Openiaas 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 COMMANDITAIRE, en s’assurant que toute exception à la règle est dûment autorisée et documentée.

## 9.4. Responsabilités des tiers participant à la fourniture du service

Le Prestataire maîtrise la liste des tiers partenaires participant de la fourniture du Service. Ces tiers sont les éditeurs, prestataires (du Prestataire) et autres fournisseurs participant de la fourniture du Service. Le Prestataire applique les mesures suivantes à ces tiers :

* 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 COMMANDITAIRE un certificat confirmant l’effacement des données.

# 10. Cycle de vie de la présente Convention de service

## 10.1. Entrée en effet de la Convention de service

La présente Convention de service entre en effet le jour de sa signature par le COMMANDITAIRE.

La collecte, la manipulation, le stockage et le traitement des données faits dans le cadre de l’avant-vente, la mise en œuvre, l’arrêt du Service​, sont faits dans le respect de la législation en vigueur.

## 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 service Openiaas;
* 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). Le COMMANDITAIRE, seul maître de son système, doit tout mettre en œuvre pour faciliter cette opération en tant que de besoin (ce qui implique, notamment, qu’il mette en place une documentation rigoureuse à cet effet) et l’élaboration de plans de réversibilité. Dans le cas où le COMMANDITAIRE aurait besoin d’une prestation complémentaire, le Prestataire peut proposer une mission de conseil à cet égard dans le cadre d’un contrat spécifique à négocier.

# 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 des Incidents de sécurité pour lesquels il souhaite être informé, par exemple via leur formalisation dans un PAS applicable au Service.

Par défaut, le COMMANDITAIRE est informé :

* Des incidents de sécurité avec impact (impacts I1 et I2 selon l’échelle d’impact définie dans le processus de priorisation des traitements de la présente Convention de service) ;
* Des incidents de sécurité impactant la confidentialité ou l’intégrité des données du COMMANDITAIRE confiées dans le cadre du Service ;
* Des violations de données à caractère personnel pour lesquelles le COMMANDITAIRE est responsable du traitement conformément à l’article 8 de l’Annexe DPA dans le cadre du Service ;

## Des violations de données à caractère personnel pour lesquelles le Prestataire est responsable du traitement et comportant des données personnelles du COMMANDITAIRE, conformément à l’article 8 de l’Annexe DPA.11.2. Maintenance du Service

### 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 dans le cadre du Services. Cela inclus notamment l’ANSSI, le CERT-FR et la CNIL.

## 13.3. RGPD

Agissant en qualité de sous-traitant au sens de l’article 28 du Règlement général sur la protection des données (RGPD), le Prestataire s’engage :

* A assurer la transparence et la traçabilité ;
* A désigner un DPO en charge de définir et mettre en œuvre les mesures de protection des données à caractère personnel ;
* Apporter une assistance et du conseil au COMMANDITAIRE en l’alerte si une instruction de ce dernier constitue une violation des règles de protection des données personnelles si le Prestataire a le moyen d’en identifier ;
* Une garantie de sécurité sur les données traitées (du fait de la qualification SecNumCloud).

## 13.4. Protection vis à vis du droit extra-européen

Le siège statuaire du Prestataire est établi au sein d'un État membre de l'Union Européenne. Le capital social et les droits de vote dans la 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 oeuvre une alternative technologique.

Pour rappel, les données visées sont celles qui sont confiées au Prestataire par le COMMANDITAIRE ainsi que toutes Données techniques comprenant des informations sur les COMMANDITAIRES.

Pour les besoins du présent article, la notion de contrôle est entendue comme étant celle mentionnée au II de l’article L233-3 du code de commerce.

# 14. SIGNATURES

Fait à \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, le \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Cloud Temple, the service provider

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