Atom Contributor Terms and Conditions
Plug'In Sandbox

The present terms and conditions constitute an agreement between ORANGE and any User electing to make software and/or other elements available to other Users through the Plug'In Sandbox.
By clicking on "I agree", you accept to be bound and to comply with the conditions of the Atom Contributor Terms and Conditions including all legal obligations imposed on you. You hereby declare that you are legally entitled to act as an authorized representative on behalf of your organization and/or company and to grant any license under the present Atom Contributor Terms and Conditions.

1. Definitions

The following capitalized words and phrases will have the meanings given below in this Clause 1 (Definitions).

"**Atom**" means any software code that is Contributed by a Contributor.

"**Atom-based Production**" means any Users' realisation such that any Contributor's Atom is modified, or combined with, or interoperating with, another production, authored by Users in accordance with the terms herein and any User Licence Agreement.

"**Contributor**" means any User electing to Contribute Atoms, Atom-based Production and possibly associated Technology; Orange may also be acting as Contributor.

"**Contribute**" means to make Atoms, and/or Atom-based Production and/or possibly associated Technology available to Users through the Plug'In Sandbox, for use as contemplated herein and in the Terms Of Use, as a Contributor pursuant to the present terms and conditions.

"**Technology**" means any Contributor's technology or information provided by the Contributor or used in the Contributor's Atom or Atom-based Production including the algorithms, user interface designs, architecture, design, class libraries, objects and documentation in whatever format.

"**Experimental Data**" means the User-generated data resulting from the carrying out by any User of an Experiment.

"**Experiment**" means any User personal project in which the User implements Atoms or Hosted Resources in general.

"**Hosted Resource**" means the Atom(s), Atom-based Production and possibly associated Technology that a Contributor may elect to Contribute.

"**Hosting Services**" means the storage by Orange of the Hosted Resource for the purpose of making it available to Users in the Plug'In Sandbox.

"**Party, Parties**" means Orange and Contributor.

"**Plug'In Sandbox**" means an Orange software development environment made available to some Users for open and reproducible research comprised of the following platform elements, AtomStore, AtomDocs, ToolBox, PlayGround and Plug'In Wall:

- AtomStore: an online collaborative portal with User-restricted access, through which software developments are made available to Users by Contributors
- AtomDocs: a place to document the AtomStore developments.
- ToolBox: a place to access a set of preconfigured systems that Users may deploy and test at will on the Playground; the ToolBox may provide interoperation between Atoms that Users will have connected to each other.
- PlayGround: the place for Users to test and try the experimental systems implemented or designed by them through use of the above.
- Plug'In Wall: an online collaborative portal where Users share their detailed commands, scripts, and configurations in the form of dedicated blog enteries. These enteries are created using a service API and requires giving a name, description, author, category and pre-filled with session history from the Playground. This content can be edited at will, shared with Users using social media, and commented by peers.

"**Atom Contributor Terms and Conditions**" means the present document applicable between Orange and any User electing to Contribute Atoms, Atom-based Production and possibly associated Technology.

"**Terms Of Use**" means the general terms governing utilization of the Plug'In Sandbox by Users.

"**Users**" means any legal person (organization or company) registered as user of the Plug'In Sandbox. Users are bound by the Terms of Use. The number of Users, although limited at the time of the Terms and Conditions, may expand and is not restricted by any commitment on the part of Orange. Orange may at any time register new Users that, in its reasonable judgement, will help develop the Plug'In Sandbox and benefit from its use.

"**User Licence Agreement**" means for any Hosted Resource a licence granted by its Contributor for use on the Plug'In Sandbox.

2. Hosting Services

(a) **Scope of Orange Responsibility.** Orange will make its resources reasonably available in terms of hardware, software, and personnel. Orange will not be liable for unsatisfactory performance of any Hosted Resource. Contributor is sole responsible for assessing:
- performance of its Hosted Resource,
- the computer, transmission, and network needs as may be required by its Hosted Resource.

Orange will take reasonable precautions to ensure the physical protection of the media on which the data and programs are stored. Contributor acknowledges that Orange has supplied to Contributor all information necessary for Contributor to evaluate the Hosting Services with respect to its requirements.

Contributor undertakes to supply to Orange all information useful or relevant for the storage and making available of the Hosted Resource.

Orange is not responsible and offers no guarantee for the quality, fitness for purpose, continued availability, or capabilities of any Hosted Resource made available to Users.

(b) **Use of Hosted Resources.** Orange shall not be held liable for any damage resulting from (i) Contributor's activities involving its Hosted Resource, (ii) activities of third parties connected to the Plug'In Sandbox. Contributor is sole responsible for the use it makes of the information and technology made available to it through the Plug'In Sandbox (including statistics, reports, and logs as may be supplied by Orange). Contributor is sole responsible for preventing the loss of data, the unauthorized access to its network or other damage caused by its use of the Plug'In Sandbox. Contributor will be responsible for providing proper notices and disclosure information to Users of its Hosted Resource, as required by the applicable laws and regulations.

(c) **Archiving.** Orange will archive logs generated by the Hosting Services for a period of 1 month, unless Orange is required by applicable law to archive such logs for a longer period of time.

(d) **Changes to the Hosting Services.** If any change to the Hosting Services made by Orange requires modification or update to the Hosted Resource, Orange will give Contributor sufficient prior notice thereof to allow Contributor to perform such modification or update at Contributor's cost. Contributor may elect not to bring the required modifications or updates but in this case will be responsible for Hosted Resource malfunction or loss of quality.

(e) **Security requirements**. Contributor agrees to:
- keep confidential and protect access to, the Login credentials provided by Orange for connection to the Plug'In Sandbox. The credentials are provided by Orange on a personal and confidential basis and may not be disclosed to anyone or made available to any third party;
- control and organize access to the Plug'in Sandbox within its organization, so that the use of the Plug'in Sandbox shall be reserved to duly authorized and informed personnel.
- apply security updates on its resources as may be required in order to maintain their level of security, and in particular to implement an operational anti-virus solution on its Resources;
- implement session locking mechanisms on its resources after a short period of inactivity in order to protect access to its resources;
- implement a password management policy to access its resources. This policy must include regular password change and the use of strong passwords;
- implement all necessary means to ensure integrity of the data exchanged between Orange and itself;
- in case of transfer of data from User to Orange or other Users, to implement all necessary means to ensure that the data is exempt from-infection, including to propose only software and data which has been tested and found free from infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

3. Intellectual Property Ownership – Indemnification

(a) **Ownership.** All title to, and ownership of, each Party's technology will remain the property of the concerned Party. Contributor, however, grants to Orange, for the term hereof, a non-exclusive, royalty free and non-transferable license to use the Hosted Resource solely for the purpose of providing the Hosting Services to Contributor.

(b) **User Licence Agreement**. Contributor undertakes to grant Users a licence to use the Hosted Resource for the Access Term:
- in principle on open source licence terms;
- where open source is not acceptable for reasons detailed by Contributor, on other licence terms that
    i. permit use of the Hosted Resource for the purposes of these Atom Contributor Terms and Conditions and pursuant to the Terms of Use Plug'in Sandbox
    ii. allow the design and use of Atom-based Production by Users, in return for the obligation on Users to Contribute such Atom-based Production for use by other Users during the Access Term, and
    iii. leave ownership of Experimental Data with the Users generating such data.

(c) **Patent and Copyright Indemnity.** If notified in writing of any action brought against Orange based on a claim that the Hosted Resource or any part thereof infringes an intellectual property right, Contributor will defend any such action at its

expense and will pay any resulting liabilities, losses, damages, judgments, costs and expenses finally awarded in such action or constituting a settlement thereof, provided Orange gives Contributor reasonable assistance at Contributor's expense to defend or settle such claim. Contributor will defend any action and will negotiate, at its sole option, settlement, or compromise thereof. In the event that an injunction, whether temporary or permanent, is obtained against Orange prohibiting the use of the Contributor Atom and/or Contributor Technology or any part thereof by reason of such infringement, then Contributor will: (i) Use commercially reasonable endeavors, at Contributor's expense, to procure the right for Contributor or Orange to continue using the Contributor Atom and/or Contributor Technology so that such Contributor Atom and/or Contributor Technology is no longer infringing a third-party's Intellectual Property Right, or to replace or modify such Contributor Technology to the extent the replacement or modification of the Contributor Technology is consistent with the Hosting Services; or

(ii) Only if Contributor cannot achieve the solution referred to above on commercially reasonable terms, direct Orange to cease hosting the affected part of Hosted Resource and Users to cease using the same, and to return it to Contributor.

4. Consideration

The Plug'In Sandbox is intended for collaborative use and the Parties' expectation is that the present agreement will achieve balanced mutual benefits for both Parties.

5. Legal notices

Contributor is responsible for displaying all required legal notices including the name of its publisher director and other legal information as may be required pursuant to the applicable legislation (including Act 2004-575 of 21 June 2004).

6. Limitations, Suspension and Termination of Service

(a) **Termination by Contributor**. Contributor may discontinue its participation as Contributor under the present Terms and Conditions. Contributor may in such event remain User of the Plug'In Sandbox pursuant to the Terms Of Use.

(b) **Limitations and Suspension of Service.** Orange may at all times during the Access Term of the Hosting Services suspend the Hosting Services or otherwise terminate the operation of Contributor's Hosted Resource where such action is necessary to protect from damages or injury of any kind: (i) the Users' or Orange's facilities, services or interests.
Where practicable in the reasonable judgment of Orange, Orange will notify Contributor promptly of any suspension of the Hosting Services. Orange will cooperate with Contributor as Contributor attempts to take remedial actions that would permit Contributor's Hosted Resource to return to operation in an acceptable manner.

(c) **Termination of Service.** Orange may also terminate Contributor's participation if Contributor defaults in fulfilling any of its obligations under the Atom Contributor Terms and Conditions, and such default is not cured within thirty (30) days after notice from Orange specifying the nature of the default.

7. Miscellaneous

(a) The Atom Contributor Terms and Conditions shall not constitute or imply any partnership, joint venture, agency or fiduciary relationship between the Parties. Neither Party shall make or hold itself out as having authority to make any commitments on behalf of the other Party. Each Party shall be responsible, liable and accountable solely for its own obligations under the Atom Contributor Terms and Conditions. This agreement does not create any obligation for either Party to enter into any further contractual arrangement of any kind.

(b) If one or more of the provisions contained in the Atom Contributor Terms and Conditions are found by a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law or regulation, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided that in such case the Parties shall use all commercially reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation to the same (or substantially similar) purpose and effect.

(c) In no event shall any delay, neglect or forbearance on the part of any Party in enforcing (in whole or in part) any provision of the Atom Contributor Terms and Conditions be, or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that Party under the Atom Contributor Terms and Conditions.

(d) The Atom Contributor Terms and Conditions shall be governed by and construed in accordance with the laws of France, without reference to any conflict of laws provisions.

(e) All disputes or differences between the Parties arising out or in connection with the Atom Contributor Terms and Conditions which the Parties cannot settle amicably shall be finally submitted to the exclusive jurisdiction of the French courts of Paris, France.