

Terms of Use Plug'in Sandbox

The present terms of use constitute an agreement between ORANGE and any legal person registered as a Plug'in Sandbox User, and govern access to, and use of the Plug'in Sandbox by Users. By clicking on "I agree", you accept to be bound and to comply with the conditions of the Terms of Use including all legal obligations imposed on you.

You hereby declare that you are legally entitled to act on behalf of your organization and/or company for the purposes hereof and agree to abide by all terms and conditions herein as may be applicable to you, so that said organization and/or company may always comply with the present terms of use.

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, as a Contributor pursuant to the Atom Contributor Terms and Conditions.

"**Technology**" means any Contributor's technology or information provided by the Contributor or used in the Contributor's Atom, 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 User of an Experiment.

"**Experiment**" means any User personal project in which the User implements Atom(s), Contributed Technology of 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 User.

"**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 ('Atoms') 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'inWall: an online collaborative portal where Users share their detailed commands, scripts, and configurations in the form of dedicated blog entries. These entries 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 separate agreement between Orange and any User electing to Contribute Atoms, Atom-based Productions and possibly associated Technology.

"**Terms Of Use**" means the present general terms governing access to, and use of the Plug'in Sandbox by Users.

"**Users**" means any legal person (organization or company), including any employee or other representative of the said legal person, 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 of Use, 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. Use of the Plug'in Sandbox

(a) Users may use the Plug'in Sandbox and Hosted Resource for the purposes of open and reproducible research to create, test and incorporate 5G technologies software, components and systems, subject to all terms and conditions herein and applicable User Licence Agreements.

(b) **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 functions, Hosted Resource, User-generated contents posted on the Plug'inWall or otherwise made available through the Plug'in Sandbox.

Orange is not responsible and offers no guarantee for the quality, fitness for purpose, continued availability, or capabilities of any functions, Hosted Resource, User-generated contents posted on the Plug'inWall or otherwise made available through the Plug'in Sandbox.

(c) **Use of Atoms and other Hosted Resources.** Orange shall not be held liable for any damage resulting from (i) User's activities involving any functions, Hosted Resource, User-generated contents posted on the Plug'inWall or otherwise made available through the Plug'in Sandbox, (ii) activities of third parties connected to the Plug'in Sandbox. User is sole responsible for the use it makes of the information and technology made available to it through the Plug'in Sandbox. User 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.

(d) **Security requirements.** User 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 and use

(a) **Ownership.** All title to, and ownership of, each User's technology or Contributor's technology will remain the property of the concerned User or Contributor. Nothing contained herein shall be deemed to assign to any User any intellectual property rights related to all or part of any other User's Hosted Resources.

(b) **User Licence Agreement.** Hosted Resources may be used only as permitted by licence(s) provided by the respective Contributors along with the said Hosted Resources.

(c) **Atom-based Production.** All Atom-based Production shall be Contributed by the respective Users for use by Users.

(d) **Experimental Data.** Experimental Data shall be owned by the User generating them. Properly documented Experimental Data as well as any feedback from the use of any Hosted Resource may be Contributed at User's sole option (Plug'inWall).

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. Limitations, Suspension and Termination

(a) **Termination by User.** User may discontinue its participation under the present Terms Of Use by written notice to Orange.

(b) **Limitations and suspension by Orange.** Orange may at all times suspend or otherwise terminate the operation of the Plug'in Sandbox when such action is necessary to protect from damages or injury of any kind the Users or Orange's facilities, services or interests.

Where practicable in the reasonable judgment of Orange, Orange will notify Users promptly of any suspension of the Plug'in Sandbox service.

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

6. Miscellaneous

(a) The Terms of Use 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 Terms of Use. 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 Terms of Use 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 Terms of Use 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 Terms of Use.

(d) The Terms of Use 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 Terms of Use which the Parties cannot settle amicably shall be finally submitted to the exclusive jurisdiction of the French courts of Paris, France.

7. Personal Data

Orange processes Users' personal data in order to manage Users' registration and access to the platform, allow visibility of contributions and facilitate feedback and exchanges inside the user community. For more information on the protection of your personal data and your rights, click [here](#).