

1.1 Application Visibility

- 1.1.1 **Definitions.** All capitalized terms used but not defined herein will have the meanings given to such terms in the Service Description or Service Level Agreement for Business VPN Service, or elsewhere in the relevant portion of the Agreement. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this Service Description.
- 1.1.2 **Overview.** The Specific Conditions for Network Services apply to the Application Visibility Service. Application Visibility Service only provides the features and functionalities set forth in this Service Description. Application Visibility, which is an optional service feature of the Business VPN Service, provides comprehensive flow analysis through Application Visibility Portal ("Portal").
- 1.1.3 **Availability.** Application Visibility is available for the following Site Profiles: (a) Business VPN Small, (b) Business VPN Small VM, (c) Business VPN Small Off-Net, and (d) Business VPN Corporate. Unless prohibited by law or regulation, Application Visibility is available in countries (excluding the Russian Federation) where Orange provides Customer with Business VPN Service.
- 1.1.4 **Business VPN CE Router.** Application Visibility on-line dashboard reports the usage, quality of service, and performance of protocols or applications. The Business VPN Service's CE Router will analyze the in-bound traffic. Before Customer can subscribe to the Service, Orange needs to validate whether the CE Router is compatible with the Application Visibility Service. If a Location's existing CE Router needs to be replaced with a compatible CE Router, then any Charges for the deinstallation of the existing CE Router and the Charges for the installation, rental, and management of the Application Visibility-compatible CE Router are in addition to the Charges for the Application Visibility Service.
- 1.1.5 **Limitations.** (a) If the Business VPN connection includes a redundant (i.e. backup) CE Router such as the Always-On Service (which is an optional Business VPN service feature), then unless agreed by Orange, the Application Visibility Service will be implemented only on the primary CE Router. (b) If the Business VPN connection includes several virtual private networks ("VPN"), then the Application Visibility Service will be implemented only on one of the VPNs.
- 1.1.6 **Connectivity Requirements.** Customer is solely responsible for providing, installing, managing and maintaining all necessary hardware, software, web browser, and related licenses (collectively, "Customer Devices"). The Customer Devices have, or be able to support, or be compatible with the following minimum operating system, web browser and Adobe flash player plug-in requirements:
- Operating System: Windows, Linux, Solaris, Mac OS;
 - Web Browser: Microsoft® Internet Explorer 9, 10, and 11, Firefox 36.x, Chrome 41, and Safari 8; and
 - Adobe Flash Player plug-in 11.
- 1.1.7 **Service Delivery.** Orange will configure the CE Router according to the dashboard reports provided to the Customer. If necessary, Orange will update the CE Router software so that it is compatible with Application Visibility Service. Orange will also configure the reporting tool. Application Visibility Service is limited to 5 Users, and Customer will inform Orange of the specific User to be given access to the Service.
- 1.1.8 **Scheduled and Emergency Maintenance.** Orange's scheduled or emergency maintenance of the Application Visibility Service will not be deemed to be a failure by Orange to provide the Service in accordance with the Agreement. Scheduled or emergency maintenance may result in a temporary loss of Service. Orange will use commercially reasonable efforts to give Customer approximately 5 days advance notice of any scheduled maintenance.
- 1.1.9 **User Account.** (a) Each authorized User of the Application Visibility Service will only access the Portal using the login credential (e.g. username, password, etc.) that is set up for such User. Each User will not use the login credential of another authorized User. Customer is responsible for ensuring that each User safeguards the login credential assigned to such individual. (b) Orange may, without prior notice to Customer, cancel a User's Application Visibility Portal account if it is not used at least once during any consecutive 12-month period; however, upon Customer request and subject to the User limit specified in Clause 1.1.7 (Service Delivery), Orange will reactivate an existing authorized User's cancelled account or set up a login account for a new authorized User. Customer will contact the GCSC if a User's account is to be activated, deactivated, or reactivated, as the case may be. (c) Customer must immediately inform Orange if a User account needs to be deactivated. (d) If there are five (5) active User accounts and Customer wants a new User to be given access right to the Portal; then, before Orange can set up an account for the new User, Customer must contact the GCSC to request that an active User account be deactivated.
- 1.1.10 **Charges.** The Charges for each Application Visibility Service to be installed at a Location consist of one-time installation Charge and monthly recurring Charges. These Charges are in addition to the Business VPN Charges.
- 1.1.11 **Data Processing**
Exhibit A sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of the Application Visibility Service.

EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR

Name of the Service: Application Visibility (scope 0 & 1)

ExA.1 Processing Activities

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (capturing or saving personal data in a file or software program, including the generation of metadata like Call Details Records, etc.).	Yes
Organization (organizing personal data in a software program, etc.).	Yes
Storage (keeping the personal data in a software program for a determined period, including for archiving purposes, etc.).	Yes
Modification (modifying the content or the way the personal data are structured, etc.).	Yes
Consultation (looking at personal data that we have stored in our files or software programs, etc.).	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means, etc.). Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	Yes
Combination (merging two or more databases with personal data, etc.).	Yes
Restriction (implementing security measures in order to restrict the access to the personal data, etc.).	Yes
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies, etc.).	Yes
Other use (if "YES" to be detailed).	No

ExA.2 Categories of Personal Data Processed (Type of Personal Data)

Categories of Personal Data Identifiable by Orange	
Identification data (ID document / number, phone number, email, etc.).	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services).	Yes
Location Data (geographic location, device location).	No
Customer Relationship Management data (billing information, customer service data, ticketing info, telephone recordings, etc.).	Yes
Financial data (bank account details, payment information).	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life, and/or orientation).	No
Categories of Personal Data Not Identifiable by Orange	
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on Orange infrastructure.	No

ExA.3 Subject-Matter and Duration of the Processing

Subject-Matter of Processing		Duration of Processing
Service activation.	Yes	For the period necessary to provide the service to the customer plus 6 months.
User authentication.	Yes	
Incident Management.	Yes	
Quality of Service.	Yes	
Invoice, contract, order (if they show the name and details of the contact person of Customer).	Yes	For the period required by applicable law.
Itemized billing (including traffic / connection data of end-users who are natural persons).	No	
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	No	
Other. [if yes please describe]	No	

ExA.4 Purposes of Processing

Provision of the service to Customer.

ExA.5 Categories of Data Subject

Customer's employees/self-employed contractors using or managing the service or the contract who are natural persons.	Yes.
Customer's other end-users of the service who are natural persons (client of the Customer, etc.): usable by users other than internal users.	No.

ExA.6 Sub-Processors

Sub-Processors Approved by Customer	Safety Measures
Orange Business Services entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services entities that are processing information for This Service and that are outside of the EU/EEA are communicated separately to the customer.	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL.
Orange Business Services suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the Customer.	Standard Model Clauses in contract with supplier.