1 SERVICE DESCRIPTION FOR FLEXIBLE COMPUTING GLOBAL SERVICE

1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will prevail to the extent of any such conflict. All capitalized terms used and not otherwise defined herein will have the meaning ascribed to them elsewhere in the Agreement.

"**Compute Resource Pool"** means an amount of CPU, RAM and hard disk resources provisioned from the Virtual Private Datacenter. These resources are then allocated to Virtual Machines set up within the Compute Resource Pools in a Virtual Room.

"**GCSC**" means the Orange Global Customer Support Center.

"**Hosting Platform**" means a set of tangible resources (room, cabling, power, UPS, etc.), hardware resources (server racks, physical servers), and software resources (operating system and software components) used by Orange to supply the Service.

"**Hypervisor**" means a piece of computer software that creates and runs Virtual Machines.

"**Infrastructure**" means a set of physical and virtual resources (virtual machines, servers, firewall, load balancer, etc.) used by Orange to supply the Service.

"**Management Service Change Tool**" or "**MSCT**" means an Orange web portal which allows Customer to request and follow changes to the Service.

"**Self-Management Portal"** means an Orange web portal which allows Customer to manage its virtual infrastructure.

"**Server Segment**" means a designated VLAN that allows Customer to securely partition their logical network to connect their Virtual Machines and virtual load balancers.

"**Virtual Firewall**" means a virtual appliance that employs appropriate security technology that has been optimized for virtual environments and that Customer is able to manage.

"**Virtual Load Balancer**" means a virtual appliance that allows the implementation of load balancing mechanism between Virtual Machines by setting up a load balancing module.

"**Virtual Machine**" or "**VM**" means a software executable environment which emulates a hosting server. Several Virtual Machines can be created in a Virtual Private Datacenter. Each user will have the illusion of having a complete server while each Virtual Machine is isolated from the other Virtual Machines.

"**Virtual Private Datacenter"** or "**VPDC"** means a virtual environment per physical datacenter containing one Virtual Room.

"**Virtual Room**" or "**VR**" means a virtual environment per VPDC that allocates resources to Customer using the Service. Within a VR Customer can create and manage Compute Resource Pools, Virtual Load Balancers, and Virtual Firewalls.

"**Virtual Local Area Network**" or "**VLAN**" means an isolated logical local IT network.

1.2 Service Description

1.2.1 Overall Description

The Flexible Computing Global Service (the "**Service**") is categorized as a Cloud Service which consists of a hosting service for IT infrastructure enabling Customer to manage its infrastructure with flexibility and adaptability.

The Service comprises the implementation and management of the Service, and the operation of the Hosting Platform.

The Services enables Customer, in accordance with the configuration defined in the Order (as such configuration may be modified via the Self-Management Portal), to set up the following functionalities:

- Hosting applications and data on the Infrastructures.
- Using the Infrastructure as:
  - a development, test and integration platform;
  - a preproduction platform;
  - a production platform; or
  - for hosting an application in SaaS mode (Software as a Service).
- Designing a secure architecture by partitioning services using the Server Segments (VLANs) that Customer is able to deploy within its Virtual Room(s).
- Accessing its applications via Internet and/or IP-VPN in a secured manner.

- Changing its architecture according to its requirements for:
    - the number of Compute Resource Pools and its resources (CPU, RAM, disk space capacity);
    - Internet and/or IP-VPN bandwidth; or
    - Virtual Room components (Virtual Firewall, Virtual Load Balancer, Server Segments).
- Importing and exporting its own VM images.

In addition, the Service includes the following Infrastructure management activities:

- Self-management, operational and monitoring tools;
- 24x7 Hypervisor and hardware monitoring and incident management;
- Hypervisor updates, Hypervisor patch management, VMware licensing management, availability features management, and Hypervisor troubleshooting.

1.2.2 Standard Features of the Service

1.2.2.1 Virtual Private Datacenter (VPDC) and Virtual Room (VR)

Orange will provide Customer with access to one or more Virtual Private Data Centers, each containing one Virtual Room. All Virtual Private Datacenters are managed through the Self-Management Portal.

Within the Virtual Room, Customer is able to configure the computing resources into multiple Compute Resource Pools. This allows for example, the creation of a Compute Resource Pool per subsidiary or per application layer. Resources allocated within the Compute Resource Pools can be increased or decreased through the Self-Management Portal.

1.2.2.2 Compute Resource Pools (CRP)

Within the Virtual Room(s), the Compute Resource Pools contain the CPU, RAM, and Disk storage capacity. These resources are used by the Virtual Machines.

The CPU and the RAM resources are provided according to two different classes:

- **Standard Compute class**: the CPU and RAM resources are oversubscribed and shared among customers of the Service. The oversubscription is managed by Orange.
- **Premium Compute class**: the CPU and RAM resources that are configured are allocated to Customer. With Premium Compute, in addition to the allocated CPU and RAM resources, Customer is offered the capability to burst up to 25% of configured resources (see Clause 1.2.2.3 below.

Disk space capacity is provided with different performance levels:

- **Standard Storage**: class of storage utilizing Near Line SAS drives to provide high capacity storage at lower cost; and
- **Premium Storage**: class of storage utilizing SAS drives to provide high performance storage.

As minimum, Customer must at all times have at least one Compute Resource Pool consisting of at least 1 GB RAM, 1 GHz of CPU and 50 GB of Storage space (Standard or Premium class) per Virtual Room.

1.2.2.3 Burst

In the Premium Compute class, in order to accommodate peaks in Customer's requirements, Customer can burst above 100% of resources configured in the Compute Resource Pool by up to 25% above its allocated resources for Premium CPU and RAM. The use of such additional resources is free of charge, but is subject to contention according to loading on the environment. In any event, Orange cannot guarantee that such burst resources will be available all of the time.

The burst capacity does not apply for Standard Compute class, Premium Storage class and Standard Storage class.

1.2.2.4 Virtual Firewall

Within each Virtual Room, Orange will provide Customer with the capability to manage a Virtual Firewall dedicated to the Customer. The Virtual Firewall employs security technology for virtual environments. The Virtual Firewall enables Customer to deploy security zones with specific policies within the virtualized environment.

A Virtual Room is provided with, and limited to, one Virtual Firewall.

Any addition or modification made by Customer to the configuration of the Virtual Firewall is Customer's sole responsibility. Orange will not verify any configuration made by Customer. Orange will not be liable for any loss or alteration of data relating to configurations performed by Customer to the Virtual Firewall.

SD.Flexible Computing Global.GBL.09-14

2 of 7

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

1.2.2.5 **Virtual Load Balancer(s)**

Within each Virtual Room, Customer can purchase Virtual Load Balancer(s) resources which can be configured and managed from the Self-Management Portal. Customer can then configure and manage its load balancing rules.

Virtual Machines' availability and load balancing can be managed by the Virtual Load Balancer(s). The load balancing service is available to all Server Segments (VLANs).

Customer can purchase one Virtual Load Balancer instance per Server Segment via the Self-Management Portal, to a maximum of 24 instances per Virtual Room. Customer is able to unsubscribe from their Virtual Load Balancer(s) via the Self-Management Portal. The minimum required configuration of each Virtual Load Balancer is resource level 1.

When purchasing a Virtual Load Balancer instance and routing to the public internet, additional Global IP addresses for Virtual Machines may be required.

1.2.2.6 **Server Segments (VLANs)**

The Server Segments are VLANs, within each Virtual Room, that allow Customer to securely partition its logical infrastructure network and to connect their VMs and Virtual Load Balancer(s).

The first two Server Segments are provided to the Customer as part of the Service. They will be set up by Orange at the initial configuration of the Service as defined in the Order. For IP allocation of the Server Segments, IPv4 segments available are /24, /25, and /26. Customer will be able to define their IP addressing at the exception of restrictions for IP allocation that may apply according to the datacenter(s). Once setup, IP allocation for Server Segments cannot be changed.

Customer can make a change request to purchase additional Server Segments. Additional Server Segments are subject to additional charges.

A minimum of 1 Server Segment is required per Virtual Room. A maximum of 24 Server Segments is available per Virtual Room.

1.2.2.7 **Network Connection – Internet Gateway**

Orange will provide Customer with an Internet gateway ("**Internet Gateway**") that enables Customer to connect the Service to the public Internet. Orange will only set up the Internet Gateway if Customer subscribes to the Internet Connection (see Clause 1.2.3.1 below).

The Internet Gateway is a redundant shared infrastructure facilitating the Internet connectivity.

1.2.2.8 **Network Connection – IP-VPN Gateway**

Orange will provide Customer with a VPN gateway ("**IP VPN Gateway**") to allow Customer to connect the Service with its Orange Business VPN network. Orange will only set up the IP-VPN Gateway if Customer subscribes to the IP VPN Connection (see Clause 1.2.3.2 below).

The IP-VPN gateway includes the connection of the Hosting Platform to Customer's MPLS VPN, so that the Service is seen by Customer as a site on its private network.

1.2.2.9 **Service Interconnect Gateway (SIG)**

Orange will provide Customer with an application gateway ("**Service Interconnect Gateway**", or "**SIG**") to allow Customer to connect external services or co-located physical assets to a Virtual Room.

One Service Interconnect Gateway is available per Server Segment.

The default Gateway of the Service Interconnect Gateway is the Virtual Firewall.

Two Service Interconnect Gateways are provided to the Customer as part of the Service. They will be set up by Orange either at the initial configuration of the Service as defined in the Order or after the initial configuration of the Service at the condition that Customer subscribes to external services or co-located physical assets.

Customer can make a change request to purchase additional Service Interconnect Gateways. Additional Service Interconnect Gateways are subject to additional charges.

The charges for the Service Interconnect Gateway will not include datacenter cross connect fees.

1.2.2.10 **Global IP Addresses**

The Global IP Addresses are public IP addresses that can be used to connect VMs to the public Internet.

Customer can purchase Global IP Addresses via change request. The Global IP Addresses are provided in blocks containing 4 IP addresses. Customer can purchase up to 64 blocks of Global IP Addresses (equivalent to a maximum of 256 Global IP Addresses) per Virtual Room.

An address block, which is randomly selected from global IPv4 address blocks supplied by Orange, is distributed as the global IPv4 address. Due to the method of distribution, Orange is unable to guarantee contiguous Global IP Addresses blocks.

These distributed Global IP Addresses can then be set as the IP addresses for NAT/NAPT in the Virtual Firewall.

Orange will not configure by default any Global IP Addresses for Customer during the implementation of the Service.

1.2.2.11 Private Catalog Space

Orange will provide Customer with the capability to upload, store, download, and manage its own templates ("**Private Templates**") in its own templates catalog ("**Private Catalog**") solely accessible to Customer.

Private Templates enable the repeated creation of VMs that share the same settings. Customer can upload VM templates in Open Virtual Appliance (OVA) file format, which can be used as a Private Template, stored in the Private Catalog. Customer is also able to create Private Templates from existing VMs via the Customer Portal.

The import of VM by Customer is subject to specific requirements that will be provided by Orange to Customer. It is Customer's responsibility to comply with these requirements. VM images in the Private Catalog are under Customer's sole responsibility.

One Private Catalog can be configured per Virtual Room. Access to a Private Catalog is limited to its Virtual Room.

Additional specific storage ("**Private Catalog Storage**") is required to store the Private Templates. Private Catalog Storage is independent storage from the resource pool storage allocated to VMs. The Private Catalog Storage can be used solely for storing templates in the Private Catalog.

1.2.3 Network Features of the Services

Customer must subscribe to at least one of the following network features per Virtual Room.

1.2.3.1 Internet Connection

Orange will provide to the Customer an Internet connection through a resilient connection and one that supports the IPv4 Internet Protocol ("**Internet Connections**").

An Internet Connection virtual port can be configured according to the following options:

- 10 Mb/s burstable option allowing a maximum upstream and downstream of 10 Mb/s; or
- 100 Mb/s burstable option with a maximum upstream and downstream speed of 100 Mb/s.

The above list may be changed, from time to time, by Orange.

The Internet Connection is contended aggregated bandwidth provided through the Hosting Platform. Accordingly, it is provided on a reasonable endeavors basis (in which case, the availability of bandwidth communication can change according to congestion of the lines and, therefore, transmission speed is not guaranteed).

There is a maximum of 1 resilient upstream Internet Connection per Virtual Room.

1.2.3.2 Business VPN Connection

Orange will provide Customer with the IP-VPN connection to connect the Service to Customer's VPN. Customer must have a Business VPN access separately contracted/ordered from Orange. The Service is made available via the Orange Business VPN Galerie model.

The IP-VPN connection comprises:

- The connection of the Hosting Platform to Customer's MPLS VPN via the IP-VPN Gateway; and
- The bandwidth between said "remote site" and the VPN, up to 250 Mb/s.

There is a maximum of 1 BVPN Connection per Virtual Room.

1.2.4 Virtual Machines

The Virtual Machines are created with the operating system selected by Customer from the Public or Private Catalog (see Clause 1.2.2.11 above) and configured with standard technical features. Customer will set the name and description of a Virtual Machine through the Self-Management Portal.

Virtual Machines can be accessed or managed via the Self-Management Portal and/or accessed directly via Internet or IP-VPN connection.

Customer will access/manage the Virtual Machines console with software made available by Orange.

Orange will only provide such software and applications indicated in the Order. All software is supplied on an "as is" basis.

Orange will not be involved in the design, development, production, or maintenance of:

(a) Customer's internet or intranet website,

(b) Customer IT management and administration tools, or

(c) any applications services, that Customer installs on the Virtual Machines, nor provide any antivirus application to Customer as an integrated part of the Service.

Customer represents that it is knowledgeable in and fully understands VM management concepts and related tools, and that it has the required skills in the field of VM administration and related tools under whatever environment (including, but not limited to, MS Windows, Linux).

1.2.5 Licenses

Orange shall provide public VM templates ("**Public Templates**") which include operating system licenses. The following operating system licenses are available in the Public Templates catalog:

▪ Windows Server 2008 R2 SP1 Enterprise Edition (64 bits) US;

▪ RedHat Enterprise Linux 5.8 (64 bits) US with RedHat support services;

▪ RedHat Enterprise Linux 6.2 (64 bits) US with RedHat support services.

The above may be changed, from time to time, by Orange.

Customer may supply its own operating systems and associated licenses when uploading an OVA file in the Private Catalog. It is Customer's responsibility to ensure that these operating systems and licensing are supported under VMware on a shared infrastructure.

Customer is responsible for the installation of any patches and/or applications packs to update Virtual Machines operating system.

By using the licensed programs provided in the Service, Customer is deemed to have accepted the 'Services Provider Use Rights' (SPUR) for Microsoft products, or the 'Red Hat Enterprise Contract' for Red Hat products. Activation key and subscription number cannot be disclosed to Customer.

Actions including, but not limited to, those listed below constitute a breach of:

(a) the contract between Customer and Microsoft Corporation and/or

(b) the enterprise contract between Customer and Red Hat, and/or fall into unauthorized use prescribed by Orange. In addition, Customer may be subject to action or sanctions imposed by Microsoft in relation to unauthorized use.

Examples of such actions:

▪ Use a license or a subscription provided in the Service outside the Hosting Platform; or

▪ Export or download a VM image from a VM created from a Public Template to a location outside of the Hosting Platform; or

▪ Duplicating a VM image without notice to Orange using methods other than those provided in the Service.

1.2.6 Self-Management Portal

Customer will administer its Virtual Private Data Center(s), Virtual Room(s), Virtual Machines, and other components of the Service using the Self-Management Portal.

The Self-Management Portal is a role-based portal (including role-based navigation) that allows Customer to apply roles and responsibilities to the Self-Management Portal users (as well as to define user groups with specific rights). Orange will provide Customer with an initial Self-Management Portal user login for one administrator (as defined in the Order).

Customer is responsible for the creation and management of additional Self-Management Portal user accounts. Customer will be able to modify the Self-Management Portal accounts via the Self-Management Portal. The logins modification by Customer is under its sole responsibility.

In the event of loss or theft of the logins, Customer must inform the GCSC immediately, and the GCSC will send Customer new logins. Customer will be solely responsible for the use of the logins provided by Orange.

1.2.7 Hosting Platform Backup

The Hosting Platform supporting the Service is backed up on a daily basis (the "**Hosting Platform Backup**"). Virtual Machines are not in scope of the Hosting Platform Backup. The purpose of this backup is only to provide a backup of data stores specifically to recover from an event affecting the Hosting Platform.

Under no circumstances can this backup can be used to restore Customer's data or VM on Customer's request.

Notwithstanding the above, Customer agrees that it must also perform its own backup procedures in order to avoid loss or damage to its data and VMs. Orange shall not be liable for any loss or alteration of Customer data as a result of a failure to perform the backup.

1.2.8 FCG Advanced Services (subject to additional charge)

1.2.8.1 Description

The Advanced Services comprise: modular infrastructure management, OS management, middleware management and application outsourcing, each available as an optional add-on for the Service (collectively, the "**FCG Advanced Services**"). Customer can purchase the FCG Advanced Services individually, based on the FCG Advanced Services catalog referred to in Clause 1.2.8.2 below. For each FCG Advanced Service purchased by Customer, the corresponding description of the applicable FCG Advanced Service will be provided to Customer.

SD.Flexible Computing Global.GBL.09-14

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

5 of 7

1.2.8.2 Advanced Services Catalog

There is a standard FCG Advanced Services catalog which can be provided to Customer upon request.

1.2.9 Customer Support Center

The GCSC is the point of contact for Incident reporting and is available 24x7. The language used in the GCSC is English.

Orange will use reasonable endeavors to resolve Incidents or provide a work-around.

The scope of Hosting Platform support encompasses the components from the underlying infrastructure through the VMware hypervisor. Accordingly, Orange does not guarantee the resolution of Incidents or the timeframe for providing an answer or a workaround for issues not concerning the Hosting Platform.

1.2.10 Change Management

Customer will connect to the MSCT portal with the logins provided by Orange. Customer will be responsible for the communication, utilization and safeguarding of these logins. Customer will be responsible for any use or request made through the MSCT portal using the logins provided by Orange.

All fields must be fully and correctly completed by Customer when making a change request via the MSCT portal.

Changes requests may be of two types:

- A change in the Service that is not subject to one-time charges but that impacts the monthly recurring charges; or
- A change chargeable as a one-time charge and that impacts the monthly recurring charges.

All predefined changes, as well as their impact on charges, are listed on the MSCT portal.

For changes related to the Internet Connection, the BVPN Connection, or any other requests that are not listed on the MSCT portal, Customer shall contact their Orange sales representative.

1.3 Geographic Availability

Virtual Private Datacenters can be deployed in the following datacenters locations:

- San Francisco (metro), California, USA
- Washington DC (metro), USA
- London (metro), UK
- Singapore

1.4 Limitations of Use

(a) Customer will not analyze, disassemble, or modify the configuration of the Hosting Platform, its structure or any files therein.

(b) Customer will not perform or attempt to perform:

    (i) any intervention on third-party Virtual Machines hosted on the Hosting Platform that is not Customer's Virtual Machine, and/or

    (ii) any intrusion or attempted intrusion into Orange information systems. Any such action will be considered a material breach of the Agreement.

(c) Customer agrees that all software used on the Hosting Platform and the Virtual Machines is technically complex and cannot be tested in such a way as to cover every possible use. Customer agrees that the Hosting Platform and the Virtual Machine will not be error free and may not be available at all times.

(d) Customer will actively cooperate with Orange to maintain its tools at the best possible level of quality. Customer will follow all instructions from Orange and will promptly perform any operation recommended by Orange, including (without limitation) the reinstallation and/or reconfiguration of the Service or installation of updates to software and/or hardware. Customer will be advised of such recommendations by the GCSC or any other means as deemed appropriate by Orange.

(e) Orange reserves the right to substitute the Virtual Machine(s) allocated to Customer if Orange deems it necessary in its reasonable opinion. Orange will endeavor to provide Customer as much notice as is reasonably possible and will, in cooperation with Customer, organize the transfer of Customer's solution onto the new Virtual Machine.

(f) If Customer does not cooperate with Orange as is reasonably required, Orange reserves the right to either terminate or suspend the Service until such time Customer's use of the Service is complying with the terms of this Service Annex and the Agreement.

(g) Orange reserves the right to interrupt access to the Hosting Platform or the Virtual Machines to perform repairs, maintenance and/or improvement interventions in order to ensure the proper

operation of the Service. Orange will use reasonable endeavors to inform Customer (to the extent possible) about such intervention and its duration. Orange will perform maintenance activities at times when Virtual Machines are least used by Customer, except in the event of emergency maintenance.

(h)   Customer will take all necessary technical precautions for the use of the Service and will ensure the compatibility of its website and/or applications with the Service, the Virtual Machines, the system resources, the software, and the technical restrictions of the Hosting Platform.

(i)   Customer will comply with the conditions of use set out in this Service Description and the Self-Management Portal user guide provided to Customer at the commencement of the Services (as well as any other conditions of use communicated by Orange). Orange will not be responsible for the failure or delay of the Service which is attributable to the non-compliance of such conditions of use.

(j)   Customer remains solely responsible for its network's security policy and for its response procedures to security violations.

(k)   Orange will not be responsible if the configuration of the Service as selected by Customer is not sufficient to address its business needs.

(l)   Orange reserves the right to suspend or terminate the Service in the event of any repeated non-compliance by Customer with the limitations/restrictions specified above.

END OF SERVICE DESCRIPTION FOR FLEXIBLE COMPUTING GLOBAL SERVICE