

## PUBLICATION 1 SERVICE DESCRIPTION FOR VISIBILITY AS A SERVICE APPLICATION & NETWORK SYNTHETICS

### 1.1 Definitions

All capitalized terms used but not defined in this Service Description will have the meanings given to those terms elsewhere in 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 in this Service Description will prevail for the purposes of this legal document.

“**ANS**” means Application and Network Synthetics. This is a specific service module of VaaS built around network performance objectives and Cisco ThousandEyes tool.

“**Cloud Agents**” means the Cisco ThousandEyes testing nodes situated in the cloud around the world. Tests running from each node provide performance data which simulates end user experience, gathered from local transit providers and last-mile ISPs.

“**Consultant**” means the Orange consultant or expert assigned by Orange to provide the Service.

“**Deliverables**” means all items and information, whether tangible or intangible and in whatever form, including all documentation, presentations, reports, inventions, improvements, or discoveries, whether or not copyrightable or patentable, that are written, created, conceived, made, or discovered by Orange in connection with the VaaS Service.

“**Device**” means the Customer end-user equipment. Devices may include desktops, laptops, smartphones, tablets, virtual desktops, and virtual app servers according to the agreed Statement of Work.

“**Documentation**” means user guides, education materials, product descriptions and specifications, technical manuals, and other information relating to the Products, as provided by the Customer or Cisco ThousandEyes.

“**End Customer**” means the purchaser that: (a) has acquired the Services for its own internal use and not for resale, (b) is identified as such purchaser in the Purchase Order and related Order Form issued to Orange.

“**Enterprise agents**” means the Cisco ThousandEyes agents equivalent to Cloud Agents that are hosted in customer-controlled environments. Enterprise agents can monitor the health of network overlay/underlay paths and the performance of key applications from their networks across the public internet. Enterprise Agents are most commonly installed in branch sites and within data centers to provide a detailed understanding of wide area networks, internet connectivity and application performance.

“**License**” means the authorization required by a Software licensor for Customer’s or User’s use of the Software.

“**Order Form(s)**” means an order for the Service, Support Services or Professional Services which describes applicable pricing, Subscription Term, and other business terms. To be effective, each Order Form must be signed by the purchaser and Orange with respect to purchase of the Services.

“**Permitted User(s)**” means individuals whom Orange has granted authorization to use the Service on behalf of the purchaser, subject to the terms and conditions of this Agreement. Permitted Users may include, for example, employees, consultants, contractors and agents of Orange or the purchaser.

“**Project**” means the tasks, performance, services, and Deliverables to be provided by Orange in connection with the VaaS Services.

“**SaaS platform**” (also indicated as the “**Platform**” or the “**web platform**”) means the primary user interface for the Service, and as such, which stores the login credentials for any users authorized by the customer administrator, including usernames, email addresses, and passwords for the purpose of authentication and email delivery. For security audit purposes, user email addresses and their IP addresses are captured in the system and application logs.

“**SaaS**” means Software as a service, which is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted, including the right to use remotely the Software and all Data processing, storage and back up and reversibility services provided by the Service provider.

“**Service**” or “**Services**” means the services delivered within the VaaS ANS context as agreed between Customer and Orange and set out in this Service Description.

“**Tenant**” means an organization a customer is assigned on the Cisco ThousandEyes portal. Within an organization, a customer is assigned to a single account group (sub-tenant).

“**VaaS**” means Visibility as a Service, being the Orange catalog of visibility services for application and infrastructure performance and optimization.

### 1.2 Order Forms

During the term of this Agreement, Customer may purchase Services by submitting to Orange an Order Form and related purchase order (if applicable), which are subject to approval by Orange. Each such Order Form must include the following: (a) Customer name and location; (b) the total quantity of each Service being ordered; (c) term of the Service(s) being purchased under the Order Form; and (d) prices. Once an Order Form is executed by both Orange and Customer, the purchase of Services under such Order Form is non-cancelable. Customer certifies that it is acquiring the Services for himself. Customer will not resell, license, sublicense or distribute Services to other resellers of services.

### 1.3 SaaS Access

VaaS ANS relies on Cisco ThousandEyes SaaS for delivering high-end consulting and ITIL services.

Orange offers a suite of services designed to help its customers measure and monitor the availability, performance and security of web applications, hosted services, and networks.

The Service is provided for the Subscription Term.

Orange shall provide VaaS tenant accesses for Customer's authorized Users to the Cisco ThousandEyes SaaS platform (the "Platform") for running tests, consult dashboards and reporting. Orange shall have access to the Customer's area of the Platform to perform the administration and the configuration for Customer to optimize usage and operations reliability for the VaaS Services. Orange will use its own login accesses for this purpose.

Documentation of the Platform can be found online at the following URL: <https://docs.thousandeyes.com>.

#### 1.3.1 User Accounts

- (a) Each authorized User of VaaS ANS will access the Platform using the Role-based Access Control (RBAC) model for user and user group management 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:
  - (i) each User only has read-only access to the Platform as required for their job function, and stops having access to it when they leave that role, and
  - (ii) each User safeguards the login credential assigned to them.
- (b) Orange may, without prior notice to Customer, cancel a User's VaaS ANS Platform 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, 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 Orange Service Desk 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 (following any role move, staff leaving the company, or otherwise being reassigned or absent for more than 12 months).

#### 1.3.2 Licenses

- (a) **Procurement of Licenses.** Customer authorizes Orange to act on Customer's behalf to obtain in Customer's name license quantities and additional license terms which may be included or incorporated by reference in an Order Form, Orange grants to the customer the limited, nonexclusive, nontransferable right to access and use the Service during the Subscription Term, within the Territory, solely for provision of services to Customer.  
Note that the number of Licenses may depend on the tests needed to be performed (for instance, cloud agent tests require twice more Licenses than Enterprise Agent tests).
- (b) **Permitted Users.** Orange may permit its Permitted Users to access and use the Service, provided that use of the Service by any Permitted User is for the sole benefit of Customer listed on the applicable Order Form. Customer ensures that all Permitted Users keep Security Credentials strictly confidential. The purchaser will use commercially reasonable efforts to prevent unauthorized access and notify Orange promptly of any such unauthorized access or use.
- (c) **Compliance with License Terms.** Customer will comply with the terms and conditions of the Licenses. If the terms of this Agreement as it relates to the Software conflict with the Licenses, then the terms of the Licenses will control. Customer acknowledges that the Software is copyrighted by the Software licensors, and Customer agrees to comply with the Orange pass-through rights under all relevant copyright laws.
- (d) **Software Disclaimer.** Orange will not be responsible for Software defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by the licensor.
- (e) During the Service Term set out in the Statement of Work, new Licenses can be added for the remainder of the Service Term.
- (f) Licenses cannot be removed or cancelled once ordered.
- (g) Orange will not be responsible for Platform rollout and other possible solution setting delays and consequently on the impact on the License duration.

#### 1.3.3 Scheduled and Emergency Maintenance

Cisco ThousandEyes scheduled or emergency maintenance of the Platform will not be deemed to be a failure by Orange to provide the Service in accordance with this Service Description. Scheduled or emergency maintenance may result in a temporary loss of Service. Orange will use all commercially reasonable efforts to give Customer approximately forty-eight (48) hours in advance of any scheduled maintenance.

### 1.4 VaaS Services

VaaS can provide numerous different services to customer, which can be discussed, added, and changed during the Service Term. At the initial build phase of any Service, the initial Statement of Work will be defined (initial assessment), regularly reviewed and changed according to the Customer priorities and needs evolution (regular assessment).

Unless stated in the Statement of Work, Services will be delivered by the Orange experts remotely during normal business hours at the location where the Consultant is based.

#### 1.4.1 **Application and Network Synthetics (ANS) Services**

Orange will implement the VaaS ANS module, to integrate end network monitoring into the Customer environment, enabling visibility of network and application performance.

The tool in use will be the Cisco ThousandEyes product which monitors network performance and has extended troubleshooting capabilities.

The VaaS ANS managed service is based on the Cisco ThousandEyes SaaS collection system as described in the Cisco ThousandEyes product sheet. Depending on the setup, it may or may not require physical appliances to be deployed on Customer premises.

Cisco ThousandEyes Enterprise agents are installed in Customer devices in customer premises.

In any case, all equipment hardware or software enterprise agents installed in customer premises are under the responsibility of the customer.

It is the responsibility of the customer to secure all hardware and software enterprise agents installed in customer premises.

Orange will not be liable of any service dysfunction related to errors in enterprise agents installed in customer premises.

Cloud Agents are installed in the Cloud under the responsibility of Cisco ThousandEyes and report their metrics directly to the Customer dedicated tenant in the Cisco ThousandEyes cloud.

Orange is not responsible for any service dysfunction related to Cloud agents installed in the cloud by Cisco ThousandEyes.

The ANS service invoice is billed monthly.

The service is comprised of:

- An initial one-time build fee including optional on-boarding of the customer tenant.
- A monthly fee including the use of the agreed upon monthly units for the customer as agreed in the order form and the professional services, operational and consulting monthly fees.

Orange will provide the service for delivering required visibility and setting the adequate monitoring application environment.

Orange is a Cisco partner and its Consultants are certified professionals in Cisco monitoring tools, in line with the Service offered.

#### 1.4.2 **Regular Meetings**

The Consultant will travel to an agreed Customer site regularly as set out in the Statement of Work, to provide, discuss and change service outcomes and deliverables with the Customer. The meeting content, to be agreed with the Customer, shall include the following to meet the Customer's business objectives:

- Define/review of the visibility objectives.
- Define/review of the monitoring plan.
- Define/review the recurring consulting tasks and meeting content.
- Define/review the interlocks with Customer teams.

The Charges may increase/decrease according to the new required level of effort or number of Software Licenses required, as agreed during the above review meetings.

#### 1.4.3 **Service Build and Run**

The Service is composed of two phases:

- (a) the Service Build, where the Cisco ThousandEyes solution is deployed at its target scope in the customer environment; and
- (b) the Service Run, once the solution is installed in its target scope, being the life cycle service which will enable the solution to provide the best return on investment to Customer.

The Service Build and Service Run are both defined in detail in the Statement of Work for the Service.

The Service is offered as a basic service (called Basic Pack), an enhanced service (Enhanced Pack), or a fully customized service (a la carte Pack), as set out in the Statement of Work.

## 1.5 **Description of Orange SLOs**

### 1.5.1 **Service SLO**

For the service activities which require the intervention of the Consultant upon a request from Customer (expert support, access management, change management), Orange shall procure that the Consultant responds to the Customer within 24 hours.

1.5.2 **SaaS Availability SLO**

The Platform has a target of 99.50% availability, as measured over the period of a given calendar month, in accordance with the following formula:

$$a = ((b - c) \times 100) / b$$

where:

“a” = the actual percentage of the Availability in such month;

“b” = the total number of minutes in such month;

“c” = the total number of minutes the SaaS Product are not Available in such month for any reason other than Excused Downtime\* in such month

(\*) “Excused Downtime” means any period during the initial setup of the Platform, or where the SaaS Product is not available due to: (a) maintenance from Orange or Cisco ThousandEyes tool itself; (b) a Force Majeure Event or other event or factors beyond Cisco ThousandEyes’ or Orange’s control; (c) Internet access or related problems beyond the demarcation point of the facility Cisco ThousandEyes uses to host the SaaS Product; (d) any actions or inactions of Customer or its subcontractors; (e) that results from Customer’s equipment, Software or other technology and/or third party equipment, Software or other technology (other than third party equipment, Software or other technology within Cisco ThousandEyes’ reasonable control); or (f) arising from Cisco ThousandEyes’ suspension and termination of Customer’s right to access and use the Platform.

1.5.3 **Case Notification**

Customers can expect to receive an automated notification immediately following a case creation activity. The notification will include the case ID, a summary of the inquiry and the priority level that has been assigned. Case notification will always be done via email, to the email address on record for a user.

For problems reported via email, initial contact from the representative handling Customer’s case will be made in accordance with the priority and target response time matrix below.

1.5.4 **Customer Information to be Provided to Orange**

- (a) If Customer reports a new issue, Customer must:
  - (i) Provide its account name or the username used to access the Service. This information is automatically populated for Customers connecting to the Customer Success Center from the Service.
  - (ii) Provide the results of any troubleshooting measures already undertaken, and a list of steps that can be followed to reproduce the issue.
  - (iii) Provide as many other details about the issue as possible, including any co-existing issues and any recent updates or changes that may have been made to the network topology or infrastructure.
- (b) For subsequent communications about existing cases, Customer must:
  - (i) Provide the previously assigned case ID.
  - (ii) Provide any additional details about the issue since Customer was last in contact with the Cisco ThousandEyes customer success resources.

1.5.5 **Priority and Response Target Matrix**

During case creation, an Orange technical support representative will assign a priority level, based on the criteria described in the matrix below. Orange will use commercially reasonable efforts to respond to Customer inquiries within specified targets based on the priority of the reported issue according to the matrix.

Priority #	Priority Level	Description	Target Response Time
Priority 1	Urgent	The Service is unavailable or is so seriously impaired that it is unusable, and no alternative is available.	2 hours
Priority 2	High	The Service is impacted affecting many users, where major functionality is affected, a data integrity issue, or the service is unreachable from some locations, and no alternative is available.	5 hours
Priority 3	Medium	The Service is impacted, a system performance issue or a bug affecting some but not all users, where no workaround is available. Includes issues related to scripts developed by Customer.	9 hours
Priority 4	Low	A feature of the Service is not functioning correctly but does not impact data quality or access.	Next business day

1.6 **Platform Maintenance and Support Services**

Orange is providing the Cisco ThousandEyes License units in subscription mode, which include maintenance and support. The Orange support model for VaaS ANS is as follows:

- 24x7x365 access to Orange Service Desk. An Orange expert team will work with the Cisco ThousandEyes Customer Success Center (also known as "CSC") to quickly solve the incident.
- For Enhanced / A-la-Carte Packs, the Orange Consultant will handle the issue if this is part of the agreed scope. The Consultant will liaise directly with Cisco ThousandEyes for incident resolution.

## 1.7 Customer Responsibilities

Customer will ensure that Orange has full access to all necessary Customer personnel, including directors and senior managers, as required. Orange also will have full access to data and information as it may reasonably require. Customer will keep Orange informed of all material developments or proposals in relation to Customer's business or operations that may impact the VaaS Services. Customer understands that the Orange performance is dependent upon the prompt completion or satisfaction of Customer's responsibilities, as set forth in the statement or scope of work. Additionally, from time to time, Customer's prompt decisions and approvals will be required, and Orange will be entitled to rely on all decisions and approvals provided in connection with the Services.

In addition, and according to the agreed Statement of Work:

- Customer will manage its infrastructure resources, endpoints, and teams so that VaaS and Cisco ThousandEyes services can be delivered. In particular, routing and firewall configurations should enable the Agent traffic to correctly access the SaaS Platform on Internet.
- Collaboration of the relevant contacts by the Customer teams to enable the Orange Consultant to perform the Consultant's tasks.

Customer is also responsible for providing the following:

- A Single Point of Contact (SPOC) in charge of the overall coordination and delivery of the VaaS ANS service.
- Access to the different IT teams which will provide use cases / requirements / reporting and data analytics needs so that the Consultant can integrate them into the solution.
- Information on the different applications and activities to be configured in Cisco ThousandEyes.

## 1.8 General

### 1.8.1 Confidential Information

All Deliverables and other advice provided by Orange as part of the Service will constitute Confidential Information.

### 1.8.2 Fees and Expenses

The Charges for VaaS consist of a one-time installation Charge and monthly recurring Charges. The Charges will be set out in each Statement of Work.

Orange will invoice Customer in monthly installments. If Customer fails to pay an invoice, Orange may suspend the Services until payment in full is received. All traveling, subsistence, accommodation, and any other expenses incurred by Orange while engaged on the Service, whether at Customer's premises or elsewhere, will be invoiced to and paid by Customer.

If, during the course of the Project, Orange requires a third-party specialist who has not been previously identified or documented, Customer will provide written agreement for the retention and charges of such third party prior to the engagement by Orange of that specialist.

### 1.8.3 Limitation of Liability

Orange will not be responsible or liable for any Losses whatsoever and howsoever caused, incurred, sustained, or arising if information relevant to the VaaS Services is withheld or concealed from, or misrepresented to, Orange, except and only to the extent that such Losses were incurred due to the knowing disregard by Orange of matters of which Orange had actual knowledge or from willful misconduct by Orange.

### 1.8.4 Indemnification

Customer agrees to defend, indemnify, and hold harmless Orange and its officers, directors, employees, agents, successors and assigns from and against any and all Losses arising out of or relating to:

- (a) information relevant to the performance of the VaaS Services withheld or concealed from, or misrepresented to, Orange;
- (b) any claim by a third party that information, documentation, or Software provided to Orange by Customer infringes upon the proprietary rights of such third party; or
- (c) any violation or failure to comply with any copyright, License or other third-party proprietary right concerning the use, distribution, duplication, or transfer of any Deliverable,

except and only to the extent to have resulted primarily from knowing disregard by Orange of matters of which Orange had actual knowledge or from willful misconduct by Orange.

### 1.8.5 Termination

If Customer terminates the Services for any reason other than for Orange's material breach, then Customer agrees to pay to Orange any accrued but unpaid Charges as well as an amount (which Customer agrees is reasonable) equal to the aggregate of the Charges applicable for the remainder of the Services per the relevant Statement of Work as of the date of termination.

## 1.9 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 Visibility as a Service.

**1.10 Cisco ThousandEyes Support**

Subject to the terms and conditions of this Agreement, Cisco ThousandEyes will: (a) provide Support Services set forth at: <https://www.thousandeyes.com/legal/support>; and (b) comply with the data protection and information security terms located at: <https://www.thousandeyes.com/legal/data-privacy>. These terms may be modified in Cisco ThousandEyes's discretion.

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

Name of the Service: **Visibility as a Service ANS (scope 0&1)**

**ExA.1 Processing Activities**

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (saving or capturing 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).	Yes
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.

**END OF SERVICE DESCRIPTION FOR VISIBILITY AS A SERVICE APPLICATION & NETWORK SYNTHETICS**