

PUBLICATION 1 SERVICE DESCRIPTION FOR VISIBILITY AS A SERVICE DIGITAL USER EXPERIENCE

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.

"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. See <https://help.aternity.com> for details on OS and software compatibility.

"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 Riverbed.

"DUX" or **"Digital User eXperience"** is a specific service module of VaaS built around end-user experience objectives and Riverbed Aternity tool.

"License" means the authorization required by a Software licensor for Customer's or User's use of the Software.

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

"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.

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

"VaaS" or **"Visibility as a Service"** being the Orange catalogue of visibility services for application and infrastructure performances and optimization.

1.2 SaaS Access

VaaS DUX relies on the Riverbed Aternity SaaS for delivering high-end consulting and ITIL services.

Orange shall provide VaaS DUX login accesses for Customer's authorized Users to the Riverbed Aternity SaaS platform (the **"Portal"**) for dashboards and reporting display. Orange shall have access to the Customer's area of the Portal 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 Portal can be found on line at the following URL: <https://help.aternity.com/>

1.2.1 User Accounts

- (a) Each authorized User of VaaS DUX 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:
 - (i) each User only has access to the Portal as required for their job function, and stops having access to it when they leave that role,
 - (ii) each User safeguards the login credential assigned to them.
- (b) Orange may, without prior notice to Customer, cancel a User's VaaS DUX 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, 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).

1.2.2 Monitored Device Licensing

- (a) **Procurement of Licenses.** Customer authorizes Orange to act on Customer's behalf to obtain in Customer's name from the Software licensors the required number, nontransferable, and nonexclusive Licenses to use, in object code form (whenever needed) and the Software (called **"Agent"**). These Licenses will be limited to use of Agent Software with the Devices for which the Software was obtained.

Note that the number of Licenses may depend on the Device types (for instance, servers may require more Licenses than desktop devices).
- (b) **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.

- (c) **License Documentation.** Customer agrees to execute all documents, instruments, and agreements, including the Licenses that may be required by the Software licensor. If Customer fails or refuses to execute such documents upon delivery, the Software will be promptly returned to Orange in its original condition for a refund, as reasonably determined by Orange.
- (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 Agent Software rollout and other possible solution setting delays, and as a consequence, on the impact on the License duration.

1.2.3 **Scheduled and Emergency Maintenance.** Riverbed scheduled or emergency maintenance of the Portal 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 5 days advance notice of any scheduled maintenance.

1.3 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 Consultants remotely during normal business hours at the location where the Consultant is based.

1.3.1 **DUX Services.** Orange will implement the VaaS DUX module, to integrate end user experience (EUE) monitoring into the Customer environment, enabling visibility of application performances and health from the end user perspective.

The tool in use will be the Riverbed Aternity product, which monitors the EUE of any local, cloud, web, or enterprise mobile app running on any physical, virtual, or mobile device.

The VaaS DUX managed service is based on the Riverbed Aternity SaaS collection system and therefore does not require any physical appliances to be deployed on Customer premises. Aternity agent installed in Customer devices report their metrics directly to the Customer dedicated tenant in the Riverbed cloud.

Aternity tool is priced per license and billed per month.

Orange will provide the service for delivering required visibility and setting the adequate monitoring application environment, at the Digital EUE level.

Orange is a Riverbed elite partner and its Consultants will be certified professionals in Riverbed monitoring tools, in line with the Service offered.

1.3.2 **Regular Meetings.** The Consultant will travel to an agreed Customer site regularly as set out in the Statement of Work, in order 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.

1.3.3 **Service Build and Run.** The Service is composed of two phases:

- (a) the Service Build, where the Riverbed Aternity 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 that 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.

1.4 Description of Orange SLOs

1.4.1 **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.

1.4.2 **SaaS Availability SLO.** The Portal 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 Portal, or where the SaaS Product is not available due to: (i) maintenance; (ii) a Force Majeure Event or other event or factors beyond Riverbed's or Orange's control; (iii) Internet access or related problems beyond the demarcation point of the facility Riverbed uses to host the SaaS Product; (iv) any actions or inactions of Customer or its subcontractors; (v) 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 Riverbed's reasonable control); or (vi) arising from Riverbed's suspension and termination of Customer's right to access and use the Portal.

1.5 Portal Maintenance and Support Services

Orange is providing the Riverbed Aternity Licenses in subscription mode, which include maintenance and support. The Orange support model for VaaS DUX is as follows:

- 24x7x365 access to Orange Service Desk. An Orange expert team will work with the Riverbed Technical Assistance Center 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 Riverbed for incident resolution.
- Software support, including maintenance releases (performed by Riverbed on the Portal) and Software upgrades (provisioning of the new Agent Software).

1.6 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 have an effect on 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 install the Riverbed Aternity Agent in the required Devices, and update the version if required, in synchronization with Orange team.
- Customer will manage its infrastructure resources, endpoints, and teams so that VaaS and Riverbed Aternity services can be delivered. In particular, routing and firewall configuration should enable the Agent traffic to correctly access the Portal 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 DUX 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 Aternity.

1.7 General

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

1.7.2 **Fees and Expenses.** The Charges for VaaS consists 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.

1.7.3 **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.

1.7.4 **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.

1.7.5 **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.

1.8 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.

Any user or end-user of the Service may exercise their right for access, rectification, erasure, restriction, and portability of their Personal Data using the following link: [Aternity Data Subject Requests](#).

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 (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 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 DIGITAL USER EXPERIENCE