

1.1 Service Description for Business VPN Galerie

1.1.1 Overview

- (a) The Business VPN Galerie is an optional and billable feature of the Business VPN Service. The Business VPN Galerie option allows for the private interconnection of Customer's virtual private network ("VPN") to the Galerie Partner's (as hereinafter defined) server site(s) or to the Orange service site(s) to enable Customer and the Users to access or use the "**Galerie Applications**". As used in the context of the Business VPN Galerie Service:
- "**Amazon**" means Amazon Web Services, Inc. or its affiliates.
 - "**Galerie Application**" means the cloud-hosted software application(s) or infrastructure resources (e.g. virtual machines) hosted in the Galerie Data Center.
 - "**Galerie Data Center**" means the data center where the Galerie Application server is hosted and to which the Galerie Location is connected via the Business VPN Galerie.
 - "**Galerie Location**" means the Location where the Business VPN Galerie Service is activated and that is connected to the Galerie Data Center or to the Galerie Partner PoP.
 - "**Galerie Partner POP**" means the Galerie Partner's point of presence where the Orange Network is inter-connected to the Galerie Partner's network for purposes of activating the Business VPN Galerie at the Galerie Location. For clarity, the Galerie Partner PoP is not an Orange point of presence and is not part of the Orange Network.
 - "**Galerie Partner**" means Customer's third party Galerie Application service provider (e.g. software-as-a-service provider, on-demand application provider, cloud-hosted application service provider, etc.).
 - "**Microsoft**" means Microsoft Corporation or its affiliates.
 - "**Mono-Tenant Galerie Type**" means that the bandwidth at the Galerie Partner POP is configured and virtually dedicated per Business VPN Galerie customer. The Galerie Applications for Mono-Tenant Galerie Type generally consist of infrastructure-as-a-service applications or platform-as-a-service applications.
 - "**Multi-Tenant Galerie Type**" means that the bandwidth at the Galerie Partner POP is shared by several Business VPN Galerie customers. The Galerie Applications for Multi-Tenant Galerie Type generally consist of software-as-a-service applications.
- (b) If Customer purchases the Galerie Application subscription directly from the Galerie Partner, then for clarity:
- (i) the Galerie Partner is not an agent, representative, or Subcontractor of Orange;
 - (ii) Orange is not a party to any service contract between Customer and the Galerie Partner;
 - (iii) Orange is not responsible or liable for the Galerie Partner's failure to deliver the Galerie Application; and
 - (iv) the Galerie Partner is not a party to the Agreement.
- (c) If Customer purchases the Galerie Application subscription from Orange, then for clarity:
- (i) Orange will be the service provider of the Galerie Application;
 - (ii) the Galerie Application is a separate and billable Service, and it is not a part of the Business VPN Galerie Service; and
 - (iii) Orange will provide Customer access to the Galerie Application pursuant to the Service Annex for such Galerie Application, as incorporated by the Parties into the Agreement.

1.1.2 Availability

- (a) The Business VPN Galerie option is available for Locations that have Business VPN Corporate, Business VPN Small, or Business VPN Small Off-Net as a Site Profile. The Business VPN Galerie Service is also available for Customer's Locations (e.g. remote sites) that have Flexible SSL Service. Flexible SSL Service, which is a separate Orange service offering, is not a feature or component of the Business VPN Service or the Business VPN Galerie.
- (b) When ordering the Business VPN Galerie optional feature with Multi-Tenant Galerie Type, Customer must indicate on the Order the total number of Locations (in the case where the monthly recurring Business VPN Galerie charges are based on per Location basis) or the total number of Galerie Application Users (in the case where the monthly recurring Business VPN Galerie charges are based on per User basis) that will be permitted to use the Business VPN Galerie Service. Customer agrees to use, and to cause all Users to use, the Business VPN Galerie Service only at the Locations identified on the Order. If Customer (including the Users) wants to use the Business VPN Galerie Service at other Locations, then Customer must submit an Order (or a change Order) to Orange in respect to the Business VPN Galerie Service for the additional Locations.

If Customer (including the Users) uses the Business VPN Galerie Service at another Location not identified in the Order, such usage shall constitute an unauthorized use of the Business VPN Galerie Service and a material breach of the Agreement. In such event, Customer shall cease, and shall cause the Users to cease, the unauthorized use of the Business VPN Galerie Service immediately upon receipt of a written notice from Orange (and such written notice may be provided by Orange to any Customer representative via email). Orange reserves the right to:

- (i) suspend or terminate the Business VPN Galerie Service at any or all Locations without any liability if Customer fails to cure the breach within ten (10) calendar days from the date of the Orange written notice, and

(ii) bill Customer for the unauthorized use of the Business VPN Galerie Service at the additional Location.

The additional charge for the unauthorized use of the Business VPN Galerie Service will be based on either:

- (iii) the product of per User unit price multiplied by the total number of additional unauthorized Users (in the case where the monthly recurring Business VPN Galerie charge is based on the number of Users) and such product will be multiplied by the number of months of unauthorized use of the Business VPN Galerie Service, or
- (iv) the product of per Galerie Location unit price multiplied by the total number of additional unauthorized Galerie Locations (in the case where the monthly recurring Business VPN Galerie charge is based on the number of sites that access Business VPN Galerie Service) and such product will be multiplied by the number of months of unauthorized use of the Business VPN Galerie Service.

This Clause 1.1.2(b) does not apply to Galerie Applications with Mono-Tenant Galerie Type.

1.1.3 **Security Features**

For Galerie Applications with Multi-Tenant Galerie Type, the interconnection of Customer's VPN to the Galerie VPN is secured by an Orange-managed firewall. "**Galerie VPN**" means either:

- (a) the Galerie Partner's VPN, in the case where the Galerie Partner is the provider of the Galerie Application, or
- (b) the Orange VPN, in the case where Orange is the provider of the Galerie Application VPN.

The firewall ensures that the only traffic that is allowed to traverse such interconnected VPNs is traffic consisting of Customer's access to, and usage of the Galerie Application. The firewall will also filter the connections between Customer's VPN and the Galerie VPN. A connection log may be generated, sent to, and kept by the Orange Security Operations Center.

For Galerie Applications with Mono-Tenant Galerie Type, no firewall is implemented. However, for Galerie Application usages such as connection to a public hosted zone via Amazon's AWS Direct Connect, or connection to Microsoft's Azure Public Services, or the Microsoft Services through Microsoft's ExpressRoute, traffic from the Galerie Partner POP to Customer's Business VPN is not authorized unless:

- (c) traffic flows are necessary in order for the Galerie Application to work, or
- (d) Customer specifically requests that such traffic be permitted.

1.1.4 **Main Features**

- (a) When Customer's VPN is interconnected to a Galerie VPN via the Business VPN Galerie, it is isolated from the VPNs of other Business VPN Galerie customers that are also interconnected to such Galerie VPN. Therefore, the Business VPN Galerie customers whose VPNs are interconnected to the same Galerie VPN, cannot communicate with each other through the Business VPN Galerie.
- (b) Traffic to and from Customer's Location and the Galerie Application servers are carried over the Orange Business VPN Service purchased by Customer. However, some traffic to and from Customer's Location and the Galerie Application servers may be carried via the Content Delivery Network ("**CDN**") that is provided by the Galerie Partner's CDN service provider. For clarity, Galerie Partner's CDN service provider is not an agent, representative or a Subcontractor of Orange.
- (c) Subscription to the Business VPN Galerie Service may cause Customer to increase its usage of the Business VPN access links. Customer acknowledges and agrees that under-sizing of the access links may degrade the performance levels of the Business VPN Service, and in such event Orange will not be liable for any failure to meet any applicable Business VPN and Business VPN Galerie Service Levels. Upon request, Orange will assist Customer to assess the appropriate size of the access links.

1.1.5 **Class of Service.** Business VPN Galerie is compatible with the Business VPN data CoS, which means that Customer can define different data CoS traffic assignment rules for the Galerie Application traffic.

1.1.6 **Reporting.** Customer will be able to see via the My Service Space portal the Incidents related to Business VPN Galerie, as well as the status of the Orders for Business VPN Galerie Service.

1.1.7 **Service Levels.** The Service Levels consist of the Galerie Availability and Galerie GTTR, which are more fully described in the Service Levels for the Business VPN Galerie.

1.1.8 **Geographical Coverage.** Unless prohibited by law or regulation, the Business VPN Galerie option is available in countries where Orange provides Customer with Business VPN Service.

1.1.9 **Charges.** The Charges for the Business VPN Galerie optional feature consist of:

- (a) one-time installation charge either per Galerie Application or per range of Galerie Application (e.g. if the Galerie Application is comprised of a suite of applications), as agreed by the Parties in the relevant Order, and
- (b) monthly recurring charges either per Location or per User or per bandwidth of the Galerie Application, as agreed by the Parties in the relevant Order; *provided, however*, if the monthly recurring charges are based on per User of the Galerie Application, then Parties will review the total number of Galerie Application Users every six (6) month period. Customer agrees to act in good faith and to cooperate with Orange to review and verify the total number of Galerie Application Users. Orange reserves the right to increase the monthly recurring Business VPN Galerie charges or to invoice Customer additional charges if the total number of Galerie Application Users exceeds the total number of Users declared by Customer in the Order.

The Charges for the Business VPN Galerie are in addition to the Charges for the Business VPN Service.

1.1.10 **Data Collection.** Customer acknowledges and agrees that the security features described in Clause 1.1.3 (Security Features) above and other security measures that Orange will implement to monitor and to control access to the Customer VPN, the Galerie VPN, and the Business VPN Galerie Service (collectively, "**Galerie Systems**") may involve the monitoring, collection, storage, transmission and other processing of a person's ("**Data Subject**") personal data, and Customer authorizes Orange to monitor, collect, store, transmit or to otherwise process the personal data in connection with the implementation of the security features and safeguards. To the extent applicable laws or regulations require notice to and/or the consent of the Data Subject or data protection authorities prior to, or during the tracking, collection, storage, transmission or other processing of the personal data, Customer agrees that it is solely responsible for providing and/or obtaining such notice and consent.

By way of examples only and not by limitation, the security features and safeguards may process personal data by:

- (a) tracking, logging, and maintaining a record of access to the Galerie Systems;
- (b) authenticating access to the Galerie Systems; and
- (c) filtering the End User Data (as hereinafter defined) to limit the usage of the Business VPN Galerie Service to Customer's and the Users' access to, and the Galerie Partner's provisioning of its Galerie Applications services.

"**End User Data**" means: (a) all information, works and materials uploaded to, downloaded from, stored on, otherwise processed by Customer or any person, or by any automated system or application, using the Business VPN Galerie Service or the Galerie Application, and (b) all information, works and materials transmitted by Customer or any person, or by any automated system or application via the Business VPN Galerie Service or the Galerie Application.

1.1.1 **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 this 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: Business VPN Galerie

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).	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.	No	
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.	No	
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.