

PUBLICATION 1 SERVICE DESCRIPTION FOR LIVE INTELLIGENCE

1.1 Definitions

For the purposes of this Service Description, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement:

“**API**” or “**Application Programming Interface**” means a set of programming instructions and standards provided as an optional feature to enable integration of the Service functionalities into the Customer’s business applications.

“**GSTU**” or “**General and Specific Terms of Use**” means the terms governing the use of the Service, which must be accepted by the Customer and its Users before accessing the service.

“**Input**” means the data provided by the User (e.g. prompt, uploaded document), excluding the User’s personal data, in the context of using the Product to generate an Output.

“**LLM**” or “**AI Model**” means a large language model which utilization is offered to the Users as part of the Service. Orange can make available for the Users one or multiple AI models according to the Order(s) signed with the Customer.

“**RAG**” or “**Retrieval Augmented Generation**” means a set of techniques designed to optimize the results provided by a LLM, through the use of an additional documentary base. This supplementary base improves the LLM’s knowledge for generating responses, and can be updated by adding and removing documents, thereby increasing adaptability and responsiveness to changing requirements.

“**Output**” means any data provided by the Service as a direct result of the Input.

“**Prompt**” means a question or instruction given to the assistant (LLM) in natural language with the purpose of generating a response.

“**Service**” means Orange’s Live Intelligence product, which is a software-as-a-service solution, that provides access to generative AI capabilities and multiple large language models, which is subject to the provisions of the Agreement and GSTU. The Service is further described in this Service Description and may be updated from time-to-time.

“**User**” means any individual authorized by the Customer to access and use the Service.

1.2 General Overview

The Service is a generative-AI service which offers document Retrieval Augmented Generation, dedicated assistant support, and document spaces fed by the Customer within a multi-LLMs AI GEN Human-Machine Interface, alongside API integrations for seamless connectivity.

1.2.1 Service Standard Features

1.2.1.1 Profile: User

Users can interact with thematic assistants in natural language (prompt), leveraging the following features:

- reference documents uploaded by the Customer within the Service;
- specific abilities and knowledge base of the selected AI Model;
- custom configuration of the AI Model, including pre-prompt, recommended AI Model, temperature, and context size;
- personal assistant creation, including selection and configuration of an AI model and document upload to a repository, assistant sharing with other users;
- starter questions provided to facilitate an initial interaction with the assistant;
- personalized assistant settings based on User expectations, such as pre-prompt, temperature and conversation of conversation history;
- access to recent conversations with the selected assistant;
- consultation of the Service documentation, including (FAQ); and
- review of the AI usage since the beginning of the current month.

1.2.1.2 Profile: Administrators

- **Allocation of Model Call Units:** Model call units can be distributed uniformly to all Users by default or personalized through adjustment for individual users and/or by specific entity.
- **Monitoring Budget Consumption:** Budget consumption (model call units) can be tracked and consulted at the User level, by entity, or across the entire organization via a comprehensive reporting table.
- **AI Model (LLM) Access Control:** Activation or deactivation of available AI Models (LLM) can be managed globally for the entire organization, or by entity, and/or by individual User.
- **Moderation of shared assistants:** viewing, modification, quarantine, referencing shared assistants in the library.
- **Terms of Use Management:** The applicable terms of use by the Customer for its Users can be managed and enforced organization-wide or customized for specific entity as needed.

1.2.1.3 The Library

The Service includes a library of pre-configured actions and prompts (designed to automate repetitive tasks) known as available assistants. The following are (non-exhaustive) examples of such assistants:

- Producing a meeting summary (transcript);
- Cleaning up meeting notes;
- Preparing an agenda ;
- Getting advice for text improvement;
- Identifying areas for improvement in a text;
- Formulating SMART objectives;
- Task prioritization using the Eisenhower method.

The list of available assistants may evolve over the course of the subscription of the Service, with the addition, modification, or removal of assistants. Assistants may be subject to additional Charges.

The Customer has the ability to create new assistants and add them to the library. Assistants created by the Customer are only visible to the Customer's users.

1.3 Available AI Models (LLM)

- The list of AI Models (LLMs) which are made available within the Service can be found in Appendix "Live Intelligence – Appendix to SD – Available LLMs", at: <https://cloud.orange-business.com/en/live-intelligence-documents/>.
- Such list of available LLMs will be updated from time to time (with LLMs being added or removed).

Orange will ensure that two LLMs are always available for use.

1.4 Subscription Formula

1.4.1 Licenses. Subscription to the Service is subject to the following conditions:

Minimum subscription: A minimum of 10 User licenses is required.

The subscription provides Users with web access to the Service, with the following:

- a shared document storage space of 500 MB per User,
- a monthly usage credit of 3,000 units per User¹ for querying available LLMs,
- the Customer administrator has the ability to adjust the distribution of this usage credits among Users², provided that the total allocated volume does not exceed the total volume ordered.

Options (subject to additional Charges):

Option	Description
Additional usage credit	Purchase of an additional usage credit, which will be allocated across all the subscribed licenses.
Storage space	Increase in the total shared storage space capacity available to all Users.

1.4.2 Usage - Licensing Model and Unit Consumption

The usage license for the Service is governed by the following terms:

- (a) **Unit consumption calculation:** The numbers of units consumed per query is determined dynamically, based on the overall processing complexity:
- **For the query:** This includes the question itself, any attached files, the transmitted conversation history, and any enrichment with the content from the document base.
 - **For the response:** The complexity is measured in "tokens" for both Input and Output.
 - **For the selected AI model (LLM):** Different models have varying levels of cost-effectiveness per processed token.
- (b) **Credit Usage and Unit calculation:** Credit usage for the Services LLMs is calculated in Units. Each User request (prompt) incurs a unit cost. Consumption is calculated dynamically by aggregating:
- **Input Processing Cost:** The processing cost for the Input of a request is determined by its length and measure in tokens*.
- The total number of tokens* corresponding to a request is calculated by considering: the token size of the question itself, any attachments, the transmitted conversation history, and enrichment with selected excerpts from the document base.

¹ Actual consumption is calculated per User query, taking into account the AI model selected, the complexity of the query, the size of the context (e.g. attachments, document base), and the length of the assistant's response.

² Reallocation is managed by setting different unit caps for each User. For example: 1,000 units for occasional Users, 5,000 units for intensive Users. Regardless of the allocation, the total cumulative usage cannot exceed the average usage credit (3,000 units) x number of Users.

- **Output Processing Cost:** The processing cost for the Output (i.e. its response), is based on its length, measured in tokens³. The total number of tokens* corresponding to a response is calculated by considering the token size of the response text.

The selection of the specific LLM has a significantly impact on the overall cost calculation.

Accordingly, the precise calculation of the consumption for each request is determined based on the equivalence table presented in Appendix "Live Intelligence – Appendix to SD – Available LLMs", which is accessible at: <https://cloud.orange-business.com/en/live-intelligence-documents/>.

1.4.3 Activation, Commitment Period and Contract renewal

- **Start-up:** The Service will be activated within 10 business days (in France) following: (i) receipt of the complete and signed Order and (ii) Customer's provision of all necessary information for the activation.
- **Commitment duration:** The subscription of the Service is subject to the duration specified in the Order, with a maximum of twelve (12) months from the activation of the Service (as described above).
- **Pilot period:** The Service can be terminated by the Customer during the first three months following the activation of the Service (as described above). The Customer must notify Orange by email at adv.liveintelligence@orange.com using the termination form. Each month started remains due.
- **Order renewal:** Notwithstanding anything to the contrary in the Agreement, the Order(s) for the Service shall automatically renew for 12-month periods but not more than three (3) times. Either party may terminate the Order(s) by giving 90 days' notice before the end of such 12-month periods.

1.4.4 Support and Expertise Services

The Customer may order certain support and expertise services. Further details of such services can be provided upon request. All such optional services are subject to additional Charges.

1.5 Customer Eligibility Criteria

To be eligible for the Service, the Customer must satisfy all the following conditions:

- have fully settled any outstanding amounts owed to Orange;
- not attempt to commit fraud to the detriment of Orange;
- comply with all ethical rules and compliance policies of the Orange group, as published on the orange.com website, (<https://www.orange-business.com/en/our-anti-corruption-commitment>), including but not limited to: anti-corruption, anti-money laundering, and adherence to economic sanctions; and
- comply with all local regulations and laws relating to the use of artificial intelligence.

In the event that the Customer fails to meet the above eligibility criteria, Orange may terminate, without liability, the Order(s) for the Service.

1.6 Service specific terms of Google Cloud Platform (GCP)

As the Service is hosted on GCP, the Customer agrees to comply with the applicable GCP service terms, available at <https://cloud.google.com/terms/service-terms>, which supplement this Service Description. The Customer acknowledges that Google (as the provider of GCP) and Orange are independent entities, and that Google is not an agent, partner, or representative of Orange. Google (in the context of GCP) acts solely as a subcontractor for data processing activities performed via the Service. Google shall not be liable for any damages arising in connection with the Service. Orange remains solely responsible for the Service and its operation and does not provide any warranties, whether express or implied regarding GCP's performance, merchantability, quality, fitness for a particular purpose, or non-infringement.

1.7 General and Specific Terms of Use of the Service

Users must accept Orange's GSTU for the Service upon their first login. The GSTU can be found at on Appendix 'Live Intelligence - Appendix to SD - GSTU' at: <https://cloud.orange-business.com/en/live-intelligence-documents/>. Orange may update the GSTU from time to time (including to comply with applicable laws and regulations). Users must accept updates to the GSTU to continue to use the Service. The Customer is responsible for ensuring that all Users comply with the GSTU and shall fully indemnify Orange against any and all breaches of the GSTU by its Users. Additionally, the Customer and its Users are expressly prohibited from using the Service for marketing or promoting competing services, training artificial intelligence (AI) models, or reverse engineering the Service.

1.8 Disclaimer

In addition to the provisions of the Agreement, the Customer acknowledges and agrees that Orange does not guarantee or warrant that: (a) the Service or results of its use will meet the Customer's requirements or specifications, (b) the Service will achieve any particular outcome, (c) the Service will be compatible with or function with any software, system or services, and (d) the Service will be free from errors.

Under no circumstances shall Orange be liable for third-party services (other than those of its subcontractors) or for any connection to or transmission from the internet.

³ A token may represent a word, part of a word, or even a single character in natural language processing.

The selection of the specific LLM has a significantly impact on the overall cost calculation.

The Customer acknowledges that the Service operates in a complex and rapidly evolving field of artificial intelligence. The performance of the Service is subject to inherent risks associated with artificial intelligence technologies, including but not limited to, unexpected behaviors and discrepancies in results. The Customer acknowledges and agrees that Orange is not responsible for any decisions made or actions taken by any Customer's User based on the use of the Service.

1.9 Non-Reuse of Data for Model Training

In connection with the use of AI Models, User-provided Inputs and Outputs generated by the Service will not be reused for the purpose of training the AI Models.

1.10 Access to the Service

The Service is accessible to the Customer's users via web browser. Single sign-on (SSO) Keycloak is a mandatory authentication module for all Live Intelligence Users, providing secure access to the Service. It can optionally be integrated with the Customer's active directory, allowing Users to log in with their existing corporate credentials. Keycloak supports Multi-Factor Authentication (MFA) for added security, which can be customized for each Customer. The use of Keycloak seeks to improve both security and User convenience in the authentication process.

Also, the Customer may order "optional services" relating to single sign-on (SSO) synchronization to Customer's IDP and database connector. Further details of such services can be provided upon request. All such optional services are subject to additional Charges.

1.11 Reversibility

The Customer may request Orange to retrieve and provide its data generated by the Service but Customer acknowledges that such data will be retained for a maximum of 6 months.

1.12 Suspension for Technical Reasons

Orange reserves the right to suspend, without liability, the provision of the Service in the event of a technical issue jeopardizing its network or infrastructure. Such suspension will be notified by email to the Customer as soon as reasonably practicable following the suspension. Orange will use reasonable efforts to resume the Service as soon as reasonably practicable.

1.13 Information Required from the Customer

Customer shall provide to Orange contact details of all the Users, so that the Orange team can create an account for each of them.

In the case of subscribing to the SSO option, connection to the Customer's identity provider (IDP) for user authentication is required from Customer, and the technical connection information must be provided by Customer to Orange's team during the project kickoff meeting. Otherwise, temporary passwords will be created. Orange support team will then send the list of created accounts and associated temporary passwords to the primary Customer contact.

1.14 Invoicing

Invoices for the Service will be issued as follows:

- monthly in advance during the first quarter of the subscription of the Service; and
- quarterly in advance thereafter.

Any bona fide dispute on an Orange invoice for the Service from the Customer must be submitted by email to the following email address: adv.liveintelligence@orange.com.

1.15 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.

Additional elements regarding treatment of Personal Data are set out in an Appendix 'Live Intelligence - Appendix to SD - Privacy Notice Protection of Personal Data' which can be found at: <https://cloud.orange-business.com/en/live-intelligence-documents/>.

1.16 Switching Data Process

Applicable EU cloud switching and interoperability requirements, including those set out in the EU Data Act and any related implementing measures may apply to the Service. Accordingly, the Appendix entitled "Live Intelligence –EU Cloud – Switching Data Process" (which can be found at: <https://cloud.orange-business.com/en/live-intelligence-documents/>) shall apply.

EXHIBIT A EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE AS PROCESSOR FOR CUSTOMER

This Description of Processing applies to the Processing of Customer Personal Data for the provision of Live Intelligence.

Nature of the Processing Activities	<p>The Customer's Personal Data is processed for the purpose of delivering the Service in accordance with the applicable Service Description or pursuant to the Customer's additional instructions.</p> <p>Processing operations include collection, consultation, transmission, storage and deletion of the Customer's Personal Data, as well as other processing activities depending on the Service's configuration and options, such as recording, organization, modification, combination, pseudonymization or anonymization.</p>	
Subject Matter of the Processing Activities		Duration
Activation, implementation, provision, and management of the Service. Incident management and support, including Service modifications		For the necessary period to provide the Service plus 6 months.
In accordance with the Service Description and the options selected:		
Provision of reports (billing, usage, quality of service, and other reports requested by the Customer).		For the period necessary to provide the Service plus 6 months.
Portals: provision of access to portals, online tools, and other applications dedicated to the Customer and managed by Orange for the delivery of its services.		As long as necessary for the provision of the Services.
For cloud hosting and "as-a-service" functionalities: hosting of the Customer's Personal Data on dedicated or shared infrastructure		As per the Customer's instructions
Types of Customer Personal Data to be Processed	<p>Contact Data: first name, last name, email address, postal address, business phone number, job position with the Customer.</p> <p>Usage Data: information relating to usage insofar as it concerns natural persons, collected by Orange through services provided to Customers.</p> <p>Support Data: information on the Customer's or user's service ticket (including questions and comments) and, where applicable, call recordings of the Customer's or user's representative regarding the incident.</p> <p>User Identification Data: first name, last name, title (e.g. Mr., Ms., Dr., ...), username or comparable identifier, password.</p> <p>Technical Data: IP address, login data, browser type and version, time zone settings and location, types and versions of browser plug-ins, operating system and platform, and other technologies present on devices used by natural persons to access Customer-dedicated portals, as well as other technical data generated during Service use.</p> <p><u>Cloud Services and "as-a-service" functionalities:</u></p> <p>Hosted Data: any category of Personal Data that may be stored or retained by the Customer and hosted on infrastructure provided by Orange. Depending on the type of Personal Data hosted by the Customer, this may include sensitive data.</p>	
Categories of Data Subjects	<p>Employees of Customer and of its Affiliates.</p> <p>If applicable, other individuals using the Service or whose Personal Data are collected via the Service.</p> <p>For Hosted Data, any category of Data Subjects as determined by the Customer.</p>	
Authorized Sub-Processors	<p>Orange Business Affiliates and external suppliers within and outside the EU processing the Customer's Personal Data for the purpose of providing the Service.</p> <p>The authorized sub-processors engaged solely for the Service are listed below. Authorized sub-processors engaged for support or centralized services provided within the Service framework are communicated separately to the Customer.</p>	

	Authorized Sub-Processors within the EU			
	Name	Country	Processing Activity	Data Processed
Orange Business Affiliates	Orange France	France	Platform provision	All
External Provider	Google Ireland Ltd	Ireland	Platform provision Hosting and provision of LLM in SaaS mode	All
	OpenAI Ireland Ltd	Ireland	Provision of LLM in SaaS mode	Extracts of hosted data necessary for processing the user's request.

	Authorized Sub-Processors outside the EU				
	Name	Country	Processing Activity	Data Processed	Appropriate Safeguards
Orange Business Affiliates	Equant Mauritius Holdings Ltd	Mauritius	Customer support	All	Intra-group Orange agreement with EU Standard Contractual Clauses.

END OF SERVICE DESCRIPTION FOR LIVE INTELLIGENCE