



1 SERVICE DESCRIPTION FOR FLEXIBLE STORAGE SERVICE

1.1 Definitions

The capitalized terms used in this Service Description have the meanings given to them 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.

"**Active Directory**" means a list of resources used in the Customer's network, such as the names of users, printers, servers and shared folders. Use of the Active Directory is intended to enable a User to find shared resources more easily and allow Customer Administrators to control usage by appropriately monitoring and managing features for distributing, duplicating, partitioning, and securing access to the listed resources.

"**Bandwidth**" means the throughput capacity of the Internet or Intranet network between the customer site and the Services platform.

"**Customer Administrator**" means any of the Customer's nominated individuals authorized to administer the Service, as notified to Orange on the Order Form.

"**Customer Servers**" means the servers which are either owned or controlled by the Customer.

"**Hosting Platform**" refers to a set of facilities (e.g. rooms, cabling, power, UPS), hardware resources (e.g. server racks, physical servers) and software resources (e.g. operating system and software components) deployed by Orange at any Orange premises to supply the Service.

"**Incident**" means a failure or malfunction within the operation of the whole or part of the Service.

"**Infrastructure**" refers to a set of resources (e.g. virtual machines, servers, firewall, load balancer) deployed by Orange to supply the Service.

"**My Service Space**" means Orange's My Service Space web portal; which is a web portal that allows Customer to report and track Incidents; obtain information regarding the inventory of Customer's supported services and monitor and obtain reports for certain supported services, (using a login name and password provided by Orange when the supported service is implemented). My Service Space support is provided only in English.

"**Network Attached Storage**" refers to an autonomous file server connected to a network, and its main purpose is to store data as a centralized volume for heterogeneous client networks.

"**Retention**" means the period during which a file is stored on Orange Servers.

"**Services Platform**" means the set of physical hardware (machine rooms, cabling, current, inverter, Virtual Machines, servers) and software resources (operating system and Software components) set up by Orange at the Customer's premises to provide the Service.

"**Orange Servers**" mean the servers which are under the control of and operated by Orange for the purposes of providing the Services.

"**SSL**" or "**Secure Socket Layer**" refers to a security protocol for exchanges on Internet, originally developed by Netscape (SSL version 2 and SSL version 3).

"**User Devices**" means the desktops, workstations, tablets, mobiles, smartphones and other devices used by Users.

"**Virtual Machine**" or "**VM**" refers to a software executable environment which emulates a hosting computer. Several Virtual Machines can be created in a single computer. Each User will have the appearance of having a complete computer while each Virtual Machine is isolated from the others.

"**VPN**" or "**Virtual Private Network**" refers to an extension of local networks insuring the logical security provided by a local network. It is the interconnection of local networks via a tunneling technique using cryptographic algorithms.

For the purposes of this Service Description, references to data or files:

- (a) "**stored in the Cloud**", "**Cloud storage**", or similar, shall mean data stored on Orange Servers;
- (b) "**backed up to the Cloud**" or similar, shall mean data which is backed up using the Orange Servers;
- (c) "**shared and/or synchronized with the Cloud**" or similar, shall mean data which is shared and/or synchronized with Orange Servers.

1.2 Service Description

1.2.1 Service Features

The Flexible Storage Service (the "**Service**") provides simplicity and ease of management of Customer's file storage by letting Customer Administrators manage their User environment and data

backup policies. Customers also receive access to specific service use/consumption reports, providing enhanced visibility on its use of the Service.

The Service is an IaaS ("**Infrastructure as a Service**") Cloud Service which comprises the features described below:

1.2.1.1 **Cloud Storage, Sharing and Synchronization Service Feature**

The Cloud Sharing and Synchronization Service allow Users to perform the following tasks at all times from any User Device:

- File accessing and editing;
- Folder synchronization: User files are automatically synchronized between their User Device and their Cloud folder, keeping files accessible and maintaining version control; and
- File sharing, enabling the User to (for example):
 - Collaborate with colleagues by setting joint Cloud storage workspaces; and
 - Collaborate with any third parties (including customers, suppliers, partners, contractors or co-workers based in a different location or group company to the User) using time-limited invitation URLs.

With Flexible Storage Mobile Application for Apple iOS (supporting both iPhone and iPad) and Android devices, Users can securely access their encrypted files in the Cloud. These files can be viewed, edited, and stored in the Cloud, where they can be shared with any third parties (including customers, suppliers, partners, contractors, or co-workers based in a different location or group company to the User).

This Cloud storage space is accessible globally by any User Device.

Retention Policies: The Cloud Storage, Sharing, and Synchronization Service Feature also enables the Customer to choose the following Retention policies, each of which determines the length of time the Customer can view and use a previous version of a particular file:

- **Short Retention policy:** enables the User to view: (a) one previous version of a file as created in each of the previous 7 days; and (b) the latest version of that file created in the 7 days prior to that.

For example:

- User created 20 versions of a file in the last 2 weeks;
- User created version 20 today (Day 14), version 19 yesterday (Day 13), versions 18 and 17 on Day 12, version 16 on Day 11 and one previous version was created each day prior that;
- As at today, User will be able to view: version 20, version 19, version 18, version 16, version 15, version 14, version 13, and version 12 (i.e. one version as created during Days 7 to 14); and in addition, User will be able to view version 11 (i.e. the latest version as created during Days 0 to 7).
- **Medium Retention policy:** enables the User to view (a) one previous version of a file as created in each of the previous 7 days; (b) the latest versions of the file as created in each week during the 4 weeks prior to that; and (c) the latest version of that file as created in each of the previous 3 months.
- **Long Retention policy:** enables the User to view (a) one version of a file as created in each of the previous 7 days; (b) the latest versions the file as created in each week during the 4 weeks prior to that; and (c) the latest version of that file as created in each of the previous 12 months.

1.2.1.2 **Cloud Data Backup Service Feature**

The Cloud Data Backup Service enables Users to:

- Define their data backup policy, including the choice of files to be backed up and the backup intervals;
- Perform a manual backup or suspend a backup which is in progress; and
- Restore the backed-up files/folders.

This Service feature enables Data held on User Devices, Customer Servers or Virtual Machines to be automatically backed up to the Cloud.

In addition, the following applications may also be backed up to the Cloud at no additional fee, subject to relevant instructions from the Customer:

- Active Directory;
- Microsoft Exchange;
- Microsoft SQL Server,
- Microsoft SharePoint; and
- Hyper-V (Virtual PC).

1.2.1.3 **Hybrid Backup and Storage Service Feature**

The Hybrid Storage and Backup Service feature enable Users to:

- Access and edit files stored in appliances (e.g. servers) provided by Orange and installed locally at the Customer's site ("**Local Appliances**");
- Configure the Local Appliances to synchronize and backup the data held by it to the Cloud, allowing them to:
 - Share folders with other colleagues; and
 - Collaborate with external co-workers using time-limited invitation URLs.
- Configure the Local Appliances to provide system/disk-level backup for data held on the Customer Servers or Virtual Machines.

Each of the features described in the "**Cloud Data Sharing and Synchronization**" and "**Cloud Data Backup**" sections are also enabled.

In order to operate the Hybrid Storage and Backup Services, the Local Appliances will require the following storage capacity:

- C200 model- 2 x 3 Tbytes storage capacity; supports up to 20 Users and 3 servers.
- C400 model- 4 x 3 Tbytes storage capacity; supports up to 100 Users and 10 servers.
- C800 model- 8 x 3 Tbytes storage capacity; supports up to 150 Users and 30 servers.

1.2.2 **Service Prerequisites**

Device Compatibility: In order to install and use all of the Service's features, Users must have certain operating system versions and a minimum User Device configuration.

The table below provides a list of operating systems and browsers that are compatible with the Service. The Customer is responsible for ensuring that their User Device operating systems and hardware versions are compatible with the list below.

User Device/ Device Component	Supported/Compatible Component Types and Versions
Browsers and Software	Browsers: <ul style="list-style-type: none"> ▪ Microsoft Internet Explorer 7.0 or later versions; ▪ Mozilla Firefox 3.0 or later versions; and ▪ Google Chrome 5.0 or later versions. Software: <ul style="list-style-type: none"> ▪ Adobe Flash Player.
Operating System Servers/Workstations	MS Windows: <ul style="list-style-type: none"> ▪ Microsoft Windows XP; ▪ Microsoft Windows Vista; ▪ Microsoft Windows 7; ▪ Microsoft Windows 8; ▪ Microsoft Windows Server 2003 SP1; ▪ Microsoft Windows Server 2008; ▪ Microsoft Windows Server 2008 R2; and ▪ Microsoft Windows Server 2012. Mac: <ul style="list-style-type: none"> ▪ Mac OS-X. Linux: <ul style="list-style-type: none"> ▪ CentOS 5.x; ▪ CentOS 6.0; ▪ Red Hat Enterprise Linux 5.5 and 6.0; ▪ Debian 6 32 bit and 64 bit; ▪ Fedora 15 or higher, 32 bit and 64 bit; ▪ Mandriva 2011 x86.1; ▪ Mandriva 2011 x86_64.1; ▪ Mandriva 32 bit and 64 bit; ▪ Ubuntu 10.4 32 bit and 64 bit; ▪ Ubuntu desktop 11.4 32 bit; ▪ Ubuntu desktop 12.10 32 bit and 64 bit; ▪ SUSE 11 Linux Desktop 32 bit; ▪ SUSE 11 Linux Enterprise 64 bit;

User Device/ Device Component	Supported/Compatible Component Types and Versions
	<ul style="list-style-type: none"> ▪ Ubuntu server 11.4 32 bit and 64 bit; and ▪ Ubuntu server 12.10 32 bit and 64 bit.
Tablets and Smartphones	<ul style="list-style-type: none"> ▪ iPad 2 et + (IOS6.x -> 8.0) ▪ IOS iPhone 3S et + ▪ Android 2.2, 2.3, 4.0 et +.

1.2.3 Access to the Service

The Service is accessible via the Internet (default set-up) and/or the Orange Business VPN Service ("BVPN") using a single administration portal, after the User has downloaded the "Flexible Storage agent" on their User Device. The administration portal can be accessed via a login/password provided by Orange, which the Customer and Users are required to treat as confidential.

1.2.4 Customer Administrator Functions

A Customer Administrator can perform the following high level tasks via the administration portal:

- Create/modify/delete Users;
- Activate the subscribed Services;
- Define a quota of Cloud storage space for each User; and
- Manage the backup and recovery of Customer Servers or Virtual Machine files.

As part of managing the Cloud storage space for each User, Customer Administrators may perform the following tasks:

- Prevent User write access if User exceeds the authorized capacity;
- Set up certain configurations such as automatic emails for when a new User is created; and
- Set up alert emails for when a User exceeds the Cloud storage space quota limit.

In addition, Customer Administrators are provided with access to Service reports which contains the following information:

- Volume of data stored (versus volume available) in the Cloud;
- Number of Users created; and
- Number of User Devices or the Customer Servers for which the backup service is activated.

This enables Customer Administrators to optimize the Customer's use of the Service by monitoring and adjusting its internal storage usage policy.

Appliance administration management: Customer Administrators will also be given a separate URL through which they can access another administration portal ("Local Appliance Administration Portal" or "LAAP") to enable them to manage the Local Appliances. Customer Administrators can access the LAAP via the Internet and/or BVPN using the same login/password credentials as for using the Service.

Once the Customer Administrator has accessed the LAAP, User may perform the following tasks:

- Set up the Users who may access the storage and backup facilities provided by the Local Appliances; and
- Deploy new releases and updates of the Flexible Storage agents and applications made available by Orange.

1.2.5 Customer Support Centre

The Customer Support Centre is set up by Orange to record and address Incidents notified by the Customer. The Customer Administrators are responsible for liaising with the Customer Support Centre. The Customer Support Centre is available 24 hours a day, 7 days a week throughout the year. Customer Support is provided in English. All relevant contact details for the Customer Support Centre will be provided by Orange to Customer.

Orange shall take all action it deems appropriate to resolve issues concerning any Incidents reported by the Customer or Users or detected by Orange.

Orange will provide Customer access to My Service Space on any follow-up on Incident tickets.

1.2.6 Import Services and Export Service Options

Customer may subscribe to two additional options as part of the Flexible Storage Services:

- **Import Services:** The Customer may request Orange to transfer the data held on its own portable hard drives (i.e. those hard drives used by the Customer, but which are not leased by the Customer from Orange as part of the Services) to the Cloud ("Import Services").

Each time the Customer intends to use the Import Service option, it is required to send Orange its portable hard drive. Upon completion of the transfer of the Customer's data to the Orange Servers, Orange will return the portable hard drive to the Customer. The Import Services are

provided subject to the parties complying with the Delivery Terms for Import Services set out below.

- **Export Services:** Where the Customer's data is already stored in the Cloud, it may request Orange to transfer the data to such portable hard drives ("**Export Services**"), which Customer has leased from Orange ("**Orange-provided Hard Drive**") as part of its Order for the Flexible Storage Services. Following this, Customer can transfer the data held on Orange-provided Hard Drives to its own hard drives if it wishes.

Up to a maximum of 2 Tbytes of data may be exported from the Cloud to each Orange-provided Hard Drive. If the Customer wants to use the Export Services to so transfer more than 2 Tbytes of data from the Cloud, the Customer will be required to Order additional hard drives from Orange.

Delivery Terms for Import Services: The parties shall comply with the following terms for delivery of the portable hard drives when the Customer requires Import Services:

- The Customer shall ship its own portable hard drive(s) to the Orange data center under Incoterm DAP Val de Rueil, France (Incoterm 2010). Orange will be liable for customs clearance and paying import duties and taxes in France. The process for shipment and delivery is described further in the document titled "FS_external_import_restoration_hdd.doc", which Orange will provide to Customer. Customer shall comply with the procedures set out in this document, including provision to Orange the relevant contact and delivery details described therein. A proforma invoice reflecting the description and the value of the hard drive must accompany the shipment for customs purposes.
- Customer shall be responsible for ensuring that all data subject to the Import Services is suitably stored on the portable hard drives which it sends to Orange. Orange is only able to upload data to the Cloud to the extent that it is held on the portable hard drives received from the Customer and the relevant files and/or the hard drives are functioning properly and are not corrupt (including being free from any viruses).
- The Customer is responsible for ensuring that all data held on its portable hard drives are suitably backed-up prior to sending the hard drives to Orange.
- After Orange has completed the transfer the Customer's data to the Cloud, Orange shall return the hard drive to Customer under Incoterm DAP Customer premises (Incoterm 2010). Customer will be liable for customs clearance and paying import duties and taxes at the return destination.
- If the Customer becomes aware of any Incident regarding the Import Services, it shall notify Orange immediately and, in any case, within 3 working days of receipt of its hard drive from Orange. Orange shall investigate the Incident, and if it determines (in good faith) that the reported issue or problem was caused by solely by Orange, Orange will endeavor to rectify the Incident without cost to the Customer. However, if it is determined that the Customer is, in part or whole, responsible for the reported issue or problem, Customer shall be required to pay Orange's reasonable additional fees and costs for rectifying the Incident (in proportion to the extent of the Customer's fault) and, if applicable, resend the portable hard drives to Orange's data center under Incoterm DAP Val de Rueil, France.

1.3 Customer's Responsibilities and Liabilities

In addition to the Customer's obligations set out elsewhere in the Agreement, the Customer shall fulfil the obligations set out in the Clauses below.

1.3.1 Local Appliances

The Customer's responsibilities in respect of the shipment, installation, and maintenance of the Local Appliances, as provided by Orange under the Hybrid Storage and Hybrid option, are set out below.

The Customer shall:

- Install the Local Appliances after receiving it;
- As from receipt of delivery of the Local Appliances by the Customer (and/or third parties using such Local Appliance, if applicable) until its return to the Orange premises, assume all the risks related to the Local Appliances;
- Be solely responsible for any damage caused by the Local Appliances to any staff or third parties, unless the Customer can prove in a manner satisfactory to Orange that the said damage was caused exclusively by a manufacturing fault, or a defect or a fault originating from installation of the Local Appliance by Orange (where applicable);
- Indemnify Orange for the cost of repair or replacement of the Local Appliances in the event the Customer (and/or any third party using the Local Appliance) damages it/them.

No right of ownership over any of the Local Appliances shall be transferred to the Customer. The Customer will refrain from committing or allowing any action whatsoever that breaches the ownership rights of Orange in respect of the Local Appliances and will inform Orange of any infringement of such rights immediately upon becoming aware of the same.

The Customer shall maintain the Orange ownership labels placed on the Local Appliances. In the event that the Customer is subject to administration, receivership, liquidation, or similar proceedings ("**Insolvency Proceedings**"), Customer will immediately notify Orange and ensure that the Orange ownership of the Local Appliances is recognized in such Insolvency Proceedings, thereby ensuring that the Local Appliances are not subject to seizure.

The Customer shall not sell, sublet, transfer or give for use whole or part of the Local Appliances to third parties, whether in return for payment or free-of-charge, without prior written consent by Orange.

The Customer, in its capacity as guardian, is and remains responsible for all damage caused by and to the Local Appliances and other accessories supplied by Orange. Consequently, the Customer undertakes to take proper care of the Local Appliances and to use it only for the receipt of the Services.

1.3.2 **Loss or Theft of Local Appliances**

In the event of loss and/or theft of a Local Appliance, the Customer must notify Orange in writing immediately and declare any loss or theft to the police or consular authorities. The Customer may order a new Local Appliance pursuant to the terms of the Agreement, subject to payment of the cost of the replacement Local Appliance, as notified by Orange to Customer in writing.

During the period between the date when Orange has been notified of a loss/theft and the date of receipt by Customer of the replacement Local Appliance, the Customer will remain liable to pay the Charges in accordance with the Charges Schedule.

1.3.3 **Breakage and Malfunction of the Local Appliance**

If the Customer observes a fault, damage, malfunction, or breakage in a Local Appliance ("**Local Appliance Fault**"), the Customer must call the Customer Support Centre to notify it of the Local Appliance Fault and arrange for a replacement Local Appliance to be delivered.

If the Local Appliance Fault is wholly attributable to Orange, Orange will send the Customer a replacement Local Appliance together with a prepaid coupon indicating the return address so that the Customer can return the damaged Local Appliance to Orange free-of-charge.

In the event that any Local Appliance Fault is caused by the Customer or any of its contractors, the Customer shall be responsible for paying all postage and packaging fees (a) for returning the damaged Local Appliance to Orange, and (b) incurred by Orange for sending a replacement Local Appliance to the Customer, such postage and packaging fees will be added to the Orange invoice in the next relevant billing cycle.

During the period between the date when Orange has been notified of the Local Appliance Fault and the date of receipt by the Customer of the replacement Local Appliance, the Customer shall remain liable to pay the Service charges and fees in accordance with the Charges Schedule.

1.3.4 **Return of the Local Appliance Following Termination**

Upon termination of the Agreement for any reason, the Customer shall return all Local Appliances to Orange within 30 days of the date of termination. For this purpose, Orange will send the Customer a prepaid coupon indicating the return address so that the Customer can return the Local Appliances to Orange free-of-charge.

If the Customer fails to return the Local Appliances within the said time frame, it will be liable to pay Orange a sum equivalent to the cost of each Local Appliance, as notified and invoiced by Orange to Customer.

It is Customer's responsibility to recover and/or destroy any data stored on the Local Appliances and remove any portable hard drives from the Local Appliances before returning the Local Appliances to Orange.

1.3.5 **Other Responsibilities**

- **Bandwidth Performance:** The Customer agrees that, at all times, its Internet service provider will be responsible for the Bandwidth performance provided to the Customer. However, Orange reserves the right to implement software tools on the Local Appliance, the administration portal or such other equipment required for the provision of the Services, as necessary for the purposes of observing Bandwidth performance and its limitations.
- The Customer is prohibited from analyzing, viewing, or modifying the configuration of the Orange Hosting Platform and Service Platform as well as its structure and the files comprising it.
- The Customer undertakes to actively co-operate with Orange to keep the Local Appliances and its Infrastructure in good working order. The Customer agrees to perform any operations recommended by Orange as soon as possible, including re-installation and/or reconfiguration or updating of the Flexible Storage Service.

1.4 Orange Responsibilities

Orange will endeavor to make its Hosting Platform and Service Platform accessible to the Customer 24 hours a day, 7 days a week, each day of the year.

Orange reserves the right to interrupt access to the Hosting Platform and Service Platform to perform technical maintenance and/or improvement works in order to ensure that the Service functions in accordance with the terms of the Agreement, subject to Orange providing reasonable advanced notice to the Customer prior to carrying out such works.

Orange will aim to perform maintenance/improvement works at non-peak times of Customer's use of the Service, except where urgent maintenance is required (for instance, where the Hosting Platform or Service Platform is unexpectedly malfunctioning resulting in adverse impact to the use of the Services by the Customer and/or the Orange other customers), in which case Orange reserves the right to carry out such maintenance/improvement works at any time.

The parties agree that any service interruptions arising from such maintenance or improvements works shall not entitle the Customer to any form of compensation from Orange.

1.5 Technical Restrictions

The Customer guarantees that it will take all technical precautions required to ensure compatibility of its website and/or applications with the Orange Hosting Platform and the Service Platform.

The Customer acknowledges that the Orange Hosting Platforms and Service Platforms are shared amongst its various customers. In order to ensure that Orange is able to provide such level of Service anticipated by it to all its customers, the Customer shall comply with (a) the Orange "**Service Guide**" (as provided to the Customer by Orange) and (b) if applicable, such other reasonable terms expressly notified by Orange to the Customer.

In addition, the Customer agrees that it will not create an unreasonable or exceptional load on Orange Servers so as to cause them to malfunction, fail, or function at a capacity slower than reasonably expected by Orange to provide its services to the Customer and its other customers.

END OF SERVICE DESCRIPTION FOR FLEXIBLE STORAGE SERVICE