

PUBLICATION 1 SERVICE DESCRIPTION FOR CLOUD AVENUE DYNAMIC OSL/STHLM/BER SERVICES

1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms 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 (in particular, in the Specific Conditions for Cloud Services).

"**API(s)**" means an application programming interface which is a set of functions and procedures that allow the creation of computer applications which access the features or data of an operating system, application, or other service.

"**Availability Zone**" means a separate data center or fire zone, in the same Region to allow the implementation of a local resilience.

"**Cloud Avenue Service(s)**" means the Cloud Avenue Service and its related components and features managed by Orange as described in this Service Description.

"**Cloud Avenue Mutualized**" means a specific Cloud Avenue feature where most hardware components to deliver the service are mutualized amongst several customers.

"**Qualified Requester**" means a functional expert designated by the Customer with good knowledge of the Services. Only a named contact is entitled to issue requests or report incidents on the Services to Orange support.

"**Region**" means a geographical area where the Service is available on one or several Availability Zone(s).

"**Tenant(s)**" means a virtual private pool of resources on the Cloud Avenue Service infrastructure which is only accessible to users that are authenticated by a login and password.

"**VPN**" means a virtual private network.

"**vSphere**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/vsphere>.

"**vSAN**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/vsan>.

"**vCenter**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/vcenter>.

"**vCloud Director**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/cloud-director>.

"**VMware NSX**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/nsx>.

"**VCDA**" means the features of VMware software suite, as provided in the following hyperlink: <https://www.vmware.com/products/cloud-infrastructure/cloud-director-availability>.

"**VM**" means a Virtual Machine.

1.2 Cloud Avenue Service Description

Overall Description. The Cloud Avenue Service is a cloud service, subject to the Specific Conditions for Cloud Services. The Cloud Avenue Services are based on pre-built IT infrastructure hosted in regional data centers. It allows Users to provision and use IT resources (e.g. servers, storage, network) on a self-service and on-demand basis, through web-based management console and through APIs. The Cloud Avenue Services comprises different service features which are described in Clause 1.2.4 of this Service Description. Further details of such features (including restrictions of use and compatibility requirements) are available upon request.

1.2.1 Web Portals

1.2.1.1 **vCloud Director Portal ("VCD Portal").** Orange will provide the Customer with access to the VCD Portal (the main web portal) to manage Cloud Avenue Services. Access to the VCD Portal will be granted to users by the submission of specific credentials, which shall be provided by Orange. The VCD Portal allows the user to create, configure, monitor, and delete several Cloud Avenue Services on the internet.

The VCD Portal provides APIs that allow the Customer to develop automation scripts which perform the same actions on their cloud resources rather than via the VCD Portal itself.

1.2.1.2 **Customer Portal.** Orange will provide the Customer with a secured environment for the Customer to manage its Cloud Avenue Services account. Access to the Customer Portal will be private access granted through specific credentials for a User.

1.2.2 **Data Centers.** Cloud Avenue Services are available in Sweden, Norway or Germany with data centers in Stockholm, Oslo, Berlin or Frankfurt.

1.2.3 Service Features of the Cloud Avenue Services

1.2.3.1 **Virtual Data Center.** A Virtual Data center ("**vDC(s)**") is a pool of resources including compute capacity (expressed in GHz or vCPU, and in the amount of RAM), storage capacity, and external network connections (internet or VPN). The compute (CPU + RAM) and storage capacities are available on several classes of services, as provided in the table below.

Product Name
vCPU - Committed
vCPU - Hourly
RAM - Committed
RAM - Hourly
Shared SAN Basic Performance
Shared SAN Standard Performance
Shared SAN Standard-Plus Performance
Shared SAN Premium Performance
Shared SAN Premium-Plus Performance
Shared SAN Ultra Performance
Shared SAN Ultra-Plus Performance
Shared SAN Basic Performance - Encrypted
Shared SAN Standard Performance - Encrypted
Shared SAN Standard-Plus Performance - Encrypted
Shared SAN Premium Performance - Encrypted
Shared SAN Premium-Plus Performance - Encrypted
Shared SAN Ultra Performance - Encrypted
Shared SAN Ultra-Plus Performance - Encrypted

- The compute resources are made available either through VMware's virtualization platform or through OpenStack, with optional capabilities for containerization using Kubernetes.
- The compute resources vCPU and RAM (set out in the table above) are calculated based on committed resources per month, with excess consumption being calculated on an hourly basis. A limitation is set for overconsumption with a maximum VM size of 24vCPU and 256GB RAM. The upscaling environment is limited to 100% overcommit + 10vCPU. Mining of cryptocurrency is not allowed. If there is no contractual committed volume the Customer consumption will be limited by default to 50 vCPU and 100GB RAM.
- For all Products, Internet Bandwidth is included in the price, however limited to 500 Mbit/sec per customer.

- 1.2.3.2 **POC Virtual Data Center.** A POC (Proof of Concept) Virtual Data Center is a temporary setup for evaluation purposes only. A POC account is equivalent to a standard Virtual Data Center account but subject to predefined resource limitations. The POC environment is provided on an "as-is" basis, without warranties, service level commitments, or liability for data loss, performance, or availability. The POC environment is limited to the agreed duration and scope. The Customer is solely responsible for all data and configurations deployed during the POC period. In case of suspected abuse of the POC environment, Orange may shut down the services immediately. The POC platform shall not be used for business critical or sensitive data during the test period. The Customer is solely responsible for ensuring compliance with all relevant license rules, terms, regulations, and processes for any software installed in the POC environment. The Customer acknowledges and agrees that in the event of any breach or infringement of these rules, terms, regulations, and processes will result in the Customer bearing responsibility for any associated consequences and costs. Mining of cryptocurrency is not allowed. Continuation or expansion of services beyond the limitations of the POC requires a separate contractual agreement with Orange.
- 1.2.3.3 **Dedicated Cluster.** For certain use cases, or to meet certain regulatory constraints, the Customer may choose to host their VMs on dedicated rather than mutualized physical servers. The management of resources in the VCD portal for dedicated clusters will be identical to mutualized servers, however the available resources will be limited by the number of servers that the Customer has subscribed to.
- 1.2.3.4 **Bare Metal Server ("BMS").** A BMS (Bare Metal Server) is a physical server that can be ordered and installed in the requested Availability Zone by Orange. Bare Metal Server can be configured to operate with network from the customer's VPC and storage from the Shared SAN Service and utilize any shared services in the same Availability Zone.
- 1.2.3.5 **Licenses.** The Customer undertakes to use the software, particularly the operating systems, in compliance with the Intellectual Property clause under the applicable terms and conditions. All third-party operating system licenses must be subscribed by the Customer as part of the Cloud Avenue Service offer. The Customer is solely responsible for ensuring compliance with all relevant license rules, terms, regulations, and processes for its use of software installed in their environment. The Customer acknowledges and agrees that any breach or infringement of these licensing rules will result in the Customer being responsible for any associated consequences and costs. Orange reserves the right to conduct scans of the Customer's environment to verify compliance with software and license rules, always in cooperation with the Customer. This is to fulfill requirements and obligations to suppliers, vendors, and other third parties. For questions regarding the licensing of software, the Customer may contact Orange licensing department at license@basefarm-orange.com for assistance. Certain software may not be suitable for use on shared platforms for example, installing Oracle or IBM software is strictly prohibited due to licensing requirements, including the need to pay for the licensing of all underlying hardware on the platform.

- 1.2.3.6 **Network and Security.** Network and security settings are configured by the Customer in the VCD Portal. These features (referred to as the NSX Edge Gateways features) are carried by infrastructure VMs and carry a network and security context dedicated to each customer. The Customer can request several types of gateways: Tier 0 ("T0") and Tier 1 ("T1"), dedicated or not, and choose a class of service. **Dynamic Security Groups.** A dynamic security group acts as a virtual firewall for the Customer's VM to control inbound and outbound traffic. The Customer can attach one or many Security Tags to a VM. Dynamic security groups act at the interface level and not at the subnet level. Therefore, each VM in a subnet of the Customer's VPC could be assigned to a different set of dynamic groups. If the Customer does not specify any security tags at the launch of a VM, the VM will only have access to resources with CIDR or "any" openings. Dynamic security groups can be used as source and/or destination for any firewall rules created in the Tenant. Dynamic security groups are not charged. **Load Balancer.** Load Balancer (LB) is a service that automatically distributes access traffic to multiple VMs to balance their service load. LB provides the following functions:
- Traffic distribution across multiple VMs/regions improving reliability and maintainability.
 - Automatic scaling based on traffic demands.
 - Support for public network load balancers, which receive requests from clients over the internet and route the requests to the Customer's VMs.
 - Support for private network load balancers, which receive requests from clients in the Customer's VPC and route the requests to the Customer's VMs in the subnets.
 - Layer 4 (TCP) and layer 7 (Http/Https) load balancing.
 - Support for LB monitoring metrics, such as incoming and outgoing traffic, new requests, concurrent requests, incoming and outgoing data packets, active connections, inactive connections.
 - Working with Cloud Eye (CES) to display monitoring metrics and to allow alarm thresholds to be configured.
 - Support the load balancer connection draining for http and https protocol.
 - Support for access logs that capture detailed information about requests sent to the Customer's load balancer.
- Limitations: One LB endpoint can only be assigned to one Availability Zone; the Customer will need to utilize DNS-based failover solutions to balance traffic between load balancer endpoints in separate Availability Zones.
- 1.2.3.7 **Internet Access.** The internet access is provided by Orange and incorporates services to secure both the availability of access, and the transiting traffic. The internet access is a shared access for all Cloud Avenue Service platform customers and located in each data center. The internet connection is made via a T0 gateway for a given organization and can be shared by all the organization's vDCs. Customer can order public IP addresses in order to reach their Cloud Avenue Services from the internet.
- 1.2.3.8 **Datastore Storage.** External storage is made available to VMs via IP addresses and in accordance with the protocols chosen by the Customer.
- 1.2.3.9 **Shared SAN Service.** Shared SAN Service is a scalable virtual block storage service. The Shared SAN Service disk provides high data reliability and I/O throughout and is integrated with the virtual machine service by default. Volumes are highly available and are used as partition on which servers start and also as storage devices of additional data. Block volumes are available in several performance tiers. The User creates Shared SAN disks and attaches them to Virtual Machines (VMs) so that the VM can access and use the disks. Shared SAN provides the following features:
- Supports different types of performance tiers.
 - Allows the User to expand the disk capacity elastically to meet the increasing requirements for storage capacity.
 - Works with Virtual Machine Backup Service (VMBS) to provide consistent snapshots of the storage.
 - Provides disks with a capacity of 1GB to 16TB. A maximum of 16 disks can be attached to the same VM.
 - Disks can be automatically created and deleted with VMs or manually created as Named Disks (that will persist after VM deletion) which then can be attached to specific VMs.
 - Disks are available with encryption at rest (the encryption of stored data is to ensure it is unreadable without authorized cryptographic keys) in addition to regular plain disks.
- 1.2.3.10 **Object Storage.** The Object Storage service allows the storage of objects composed of data and metadata in a storage account, associated with the Customer's Tenant. These objects are accessed securely from the internet or from the vDC of the Tenant via an internal network. Objects are stored in compartments (referred to as "Buckets"). Serving as a cross-platform storage architecture featuring high reliability and secure data sharing, the service provides the Customer with secure and reliable data storage. The Object Storage service delivers powerful capabilities, including bucket creation, modification, and deletion as well as object upload, download, replication, modification, and deletion. It can store any type of files and is suitable for common users, websites, enterprises, and developers. As an internet-oriented service, Object Storage service provides web service interfaces (APIs) over HTTP/HTTPS. The Customer can use the Object Storage service console or clients to access and manage data stored on the service from any computer connected to the internet anytime, anywhere. Additionally, the Object Storage service is compatible with most Amazon Simple Storage Service (S3) application platform interfaces (APIs). The Customer can invoke the Representational State Transfer (REST) APIs of the Object Storage service and software development kits (SDKs) to develop software adapting to upper-layer applications or connecting to the Amazon S3 storage. This allows the Customer to focus on service applications instead of the underlying storage implementation technologies. The Object Storage service has European sovereignty, allowing replication between separate regions for Disaster Recovery purposes. Ingress, egress,

and API requests are included in the Object Storage service. Charging of Object Storage service is based on storage used per storage class (Premium, Standard, Basic, No-commit).

- Premium: Data stored in one specific country [Norway or Sweden]. Quicker access for the first 4 days for newly ingested data. National Sovereignty.
- Standard: Data stored in both countries [Norway and Sweden]. Quicker access for the first 2 days for newly ingested data. European sovereignty.
- Basic: Data stored in both countries [Norway and Sweden]. Archival purpose.
- No-Commit: No commit on how data will be stored. Limit in number of requests. Usable for PoC.

1.2.3.11 **Backup.** Virtual Machine Backup Service (VMBS) provides snapshot-based protection. VMBS provides online one-click backup and restoration for VM disks, such as system and data disks, allowing the Customer to leverage another layer of security. The Customer can use the backups to quickly restore data or even run the snapshot directly from the VMBS for instant recovery, while the backup is transferred from backup to active storage. VMBS provides disk backup services. An embedded web-based management console is available for the Customer to manage backup and restore operations. VMBS provides the following functions:

- VM image backup.
- Manual backup service or automated backup policy.
- Manual restore service (self-service or managed).
- Copies in different data centers supported by backup service (non-user configurable).

Limitations:

- The backend has a limited availability of concurrent backup and restore sessions which may limit the parallelization of tasks during busy hours. Tasks will be queued and completed on a first-come-first-serve basis.
- A maximum of 5 disks per VM can be backed up simultaneously, any additional disks will be queued. The source snapshots of all disks will be done at the same time, but transfers will be queued.
- The snapshotting operation may impact VMs with high load when the snapshot is taken, therefore it is suggested that the backup of such VMs is performed at hours with less load.

The backup service is available in two variants: Standard Backup, performed every 24 hours, and Enterprise Backup, performed every 6 hours and replicated for enhanced resilience and data protection.

1.2.3.12 **Cross Connect.** This option allows the network connection of a customer's physical equipment located in an Orange Cloud Avenue Services data center. Orange provides several types of connections available on one to two network links (nominal/backup).

1.2.3.13 **APIs.** The Cloud Avenue Service proposes APIs that allow the Customer to perform operations on their cloud resources, such as creating a vDC, requesting a public IP address, or creating an edge gateway (T0 or T1).

1.2.3.14 **GPU as a Service (GPUaaS).** GPU as a Service (GPUaaS) is a cloud-based service via the Cloud Avenue Dynamic platform that provides the Customer with access to high-performance NVIDIA GPUs (L4, L40, and H100), hosted in data centers within the EU/EEA. The service is suitable for compute-intensive workloads such as AI/ML model training and inference, data analytics, and graphical processing. GPUaaS is a flexible service that allows for resource scaling based on demand, with a primary focus on facilitating rapid scale-up; scaling down may be subject to limitations depending on resource allocation and usage terms. Orange's responsibilities include maintaining the operation platform, providing network availability, performing hardware and software maintenance of the GPUaaS platform, and monitoring the platform in accordance with standard measuring points. The service is delivered under standard service level terms and is operated with attention to energy efficiency and environmental impact. Pricing is based on the allocation of entire GPUs, with each GPU purchased as a dedicated unit, and subject to case-specific cost estimates. The GPU resources will be made available as a consumable resource in the Customer's virtual server or container environment.

1.2.3.15 **LLM as a Service (LLMaaS).** LLM as a Service (LLMaaS) is a cloud-based service that provides the Customer with access to large language model (LLM) resources via the Cloud Avenue Dynamic platform. The service is intended for customers who require enterprise-grade AI infrastructure for the development and operation of artificial intelligence and machine learning applications, while maintaining control over data sovereignty and operational governance. LLMaaS supports both open-source and proprietary models, deployed in a secured, containerized environment hosted in European data centers or, where applicable, in a hybrid configuration integrated with the Customer's own infrastructure. Access to the models is provided through standardized APIs compatible with OpenAI and Hugging Face endpoints. The service includes support for fine-tuning, prompt engineering, role-based access control, usage metering, and audit logging. Orange's responsibilities include orchestration of the LLM environment, scaling of resources, GPU optimization, patch management, and platform monitoring. The service is delivered under standard service level terms and complies with applicable data protection regulations, providing data sovereignty within the EU/EEA. Pricing is based on actual usage and subject to case-specific cost estimates.

1.2.4 **Support.** The organization of the Support Services is structured around two departments: Operation Center and Orange Customer Team. The Customer's Qualified Requester can contact Operation Center to make service requests or report an incident. The purpose of Orange's support is to manage requests and incidents, where "incident" means a significant failure or malfunction of the Cloud Avenue Service or feature concerned, by carrying out the following actions:

- Take charge of the requests and incidents and process them by following procedures for managing incidents and requests as defined herein.

- Prioritize incidents based on the following prioritization and classification model:

Level	Category	Description
Priority 1	Critical	Includes faults that render impossible normal use of the Services, and which thereby have significant consequences for the Customer/Users of the Services.
Priority 2	Major	Includes faults that negatively impact regular use of the Services, or parts thereof.
Priority 3	Minor	Other faults that do not significantly impact regular use of the Services.

- Communicate the appropriate, up-to-date information to the Customer's named contact regarding the processing of the incidents and requests which have been duly reported.
- Improve and update the technical support procedures.

Various documentary supports and contents are available to the Customer on the vCloud Director Portal or the Customer Portal. The Operation Center is operated by highly qualified operation consultants who receive and process customer enquiries concerning everything from fault reports to change requests. Many of the enquiries are resolved here, at the first or second line of support. Enquiries that are more complex or time-consuming are forwarded to a third level of support, where Orange's senior technicians or customer teams with specialized expertise will handle the enquiry. The Operation Center is open for all customers between Monday to Friday with the exception of German, Swedish or Norwegian holidays. For customers with 24x7 agreements, the Operation Center is available around the clock, throughout the year. Customers can contact the Operation Center via phone, e-mail or the Customer portal (all times in CET):

- NO Phone: +47 4000 4200 (08.00 – 16.00 Monday to Friday)
- NO Phone: +47 4001 3123 (16.00 – 08.00 Saturday, Sunday, public holidays) *
- SE Phone: +46 8 5011 2680 (08.00 – 17.00 Monday to Friday)
- SE Phone: +47 4001 3123 (17.00 – 08.00 Saturday, Sunday, public holidays) *
- DE Phone: +49 30 609 848 990 (09.00 – 18.00 Monday to Friday)
- DE Phone: +47 4001 3123 (18.00 – 09.00 Saturday, Sunday, public holidays) *
- E-mail: support@basefarm-orange.com
- Customer portal: <https://customerportal.basefarm-orange.com/> (choose Log on)

* Applies for customers with 24x7 SLA - Orange does not take any support commitment for Beta Features.

1.2.4.1 Additional Support and Consulting Services. Orange offers support and consulting services in virtualization, system, and network for the Cloud Avenue Services. The Customer Team (optional additional service) in Orange is a customer-dedicated team with deep knowledge of the Customer and the services delivered. The Customer Team is responsible for all aspects of the delivery to the Customer. It consists as a minimum of a Technical Account Manager (TAM) and a Service Manager (SM). The technical account manager role in Orange is established to efficiently meet our customers' technical requirements, and follow-up with day-to-day operation and technical consulting. The Service Manager is responsible for ongoing follow-up of all service deliveries to the Customer. The Service Manager also acts as the Customer's sparring partner and collaborator and takes care of the coordination and allocation of resources in Orange's operation organization. The Service Manager also acts as the first escalation point for any concerns the Customer may have. A Service Manager is the link between the Customer and Orange's delivery and service organization. Their main responsibilities are to manage and coordinate the Customer's activities internally in Orange, cover the Customer's requirements towards service follow-up and reporting on services and service quality, and to follow up the Customer's Service Management programs. The Service Manager's primary tasks are to follow up on the Customer's service requirements and to stay up to date on the Customer's solution in general. The Service Manager must regularly review the Customer's SLA, report any breaches and handle analysis and reports of any deviations from the agreed service quality.

1.3 Charges for Cloud Avenue Services

The Charges for Cloud Avenue Services shall be listed or referred to in the Order(s) for Cloud Avenue Services.

Customers acknowledge that the Charges for Cloud Avenue Services may be updated by Orange from time to time.

If the Charges are increased, the Customer will be made aware of such increase(s) (by publication or otherwise) fifteen (15) days before the effective date of the revised Charges.

If the Charges are decreased or there is a temporary promotional offer on a specific service feature of the Cloud Avenue Services, the Customer will be made aware of such decreases or promotional offers (by publication or otherwise), on or before the effective date of the revised Charges.

In the event that there are new or updated Charges following the release of: (a) a new service feature of Cloud Avenue Services, or (b) a service feature described above in this Service Description, but which had not been available, the Customer will be made aware of such Charges (by publication or otherwise), on or before the release date of such service feature.

1.4 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 AS PROCESSOR FOR CUSTOMER – ARTICLE 28 OF GDPR

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Cloud Avenue Service**.

Nature of the Processing Activities	The Customer's Personal Data is processed to provide the Service(s) in accordance with the applicable Service Description or in accordance with the Customer's additional instructions. The Processing operations include the collection, consultation, transmission, storage, and deletion of the Customer's Personal Data, as well as other Processing activities depending on the configuration and options of each Service, such as recording, organization, modification, combination, pseudonymization or anonymization.	
Purpose of Processing Activities		Duration
Activation and implementation of the Services and modifications to the Services. Delivery, operation, and management of Services (including intrusion detection). Incident management and support.		For the period required to provide the Service plus 6 months.
Depending on the options chosen:		
Provision of reports (on billing, usage, quality of service and other reports requested by the Customer).		In accordance with the Service Description or the Customer's instructions.
Portals, i.e. providing access to portals, online tools for the provision of its Services.		For as long as necessary to provide the services.
For Cloud hosting and "as a service" functionalities, i.e. hosting of the Customer's Personal Data on a dedicated or shared infrastructure.		For the time required to provide the Service.
Categories of Customer Personal Data Processed	Identification data: First name, surname, email and public IP address. Technical Data: IP address, connection data, browser type and version, time zone setting and location. Hosted Data: Any category of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.	
Categories of Persons Concerned	Employees, if applicable, other individuals of the Customer and its Affiliated Companies. For Hosted Data, any category of Data Subject, as determined by the Customer.	
Authorized Sub-Processors	Orange Business Affiliates and suppliers in the EU/EEA Processing Customer Personal Data for the purpose of this Service.	
	The authorized sub-processors engaged only for the Service are listed below. The authorized sub-processors engaged in centralized support or services provided in connection with the Service are communicated separately to Customer.	

Authorized Sub-Processors in the EU		
	Name	Country
Orange Business Affiliates	Orange Business Digital Sweden AB	Sweden
	Orange Business Digital Norway AS	Norway
	Orange Business Digital Germany GmbH	Germany
	Orange Business Germany GmbH	Germany
External Suppliers	N/A	N/A

END OF SERVICE DESCRIPTION FOR CLOUD AVENUE DYNAMIC OSL/STHLM/BER SERVICES