

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.

"Assistant" means a chat interface dedicated to handling a set of recurring business or cross-functional tasks, based on the combination of an LLM, a Prompt, a configuration, possibly a document database, and additional connectors.

"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 Service 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.

"Main Space" means the multi-LLM set of features described in Clause 1.3.1 below.

"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. Any content hosted by third-party sites or resources that may be accessed via a hyperlink contained in an Output does not constitute part of or the Output.

"Prompt" means a query 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.

"Sovereign Space" means the mono-LLM set of features described in Clause 1.3.2 below.

"System Prompt" means Prompt automatically added to every request of the Customer's Users.

"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 an AI GEN Human-Machine Interface, alongside API integrations for seamless connectivity. The Service includes two distinct sets of features: Main Space and Sovereign Space, which are described below.

1.3 Service Standard Features

1.3.1 Live Intelligence Main Space

1.3.1.1 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).
- Review of the AI usage since the beginning of the current month.

1.3.1.2 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.

1.3.1.3 The Library

The Service includes libraries of pre-configured Assistants.

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 shall ensure that its Users will not export or reproduce all or part of the Assistants provided by Orange.

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.

1.3.1.4 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.

1.3.2 Live Intelligence Sovereign Space

The Sovereign Space allows the Customer to have a dedicated workspace for data processing, which includes additional control and sovereignty features. This space is hosted in France (including the LLM) within Orange data centers. It provides the Users with:

- A single assistant based on a unique LLM ("Alfred" from LightOn).
- One or more document databases dedicated to this space, fed by document imports,
- A dedicated System Prompt,
- A dedicated usage volume for the Sovereign Space.

The User whose access to the Sovereign Space is activated must accept the specific Terms of Use (GSTU) for the Sovereign Space in order to use it.

The Sovereign Space option is subject to additional charge.

1.3.2.1 Profile: User

Users can interact with the Sovereign Space assistant in natural language (prompt), leveraging the following features:

- Querying (prompt) of the assistant based on the Customer's organizational documentation (company, community) or the assistant's own knowledge (LLM).
- Adding work documents to the User's personal document space.
- Viewing recent conversation history (prompt threads).
- Providing feedback and/or reporting on the relevance of responses.
- Accessing the document repositories (list, view, download documents).
- Personal configuration of the assistant ("pre-prompt"), applicable to all upcoming discussions.
- Access to statistics (analytics).

1.3.2.2 Profile: Document Managers

- Uploading documents to document repositories.
- Managing already uploaded documents (viewing, deletion).

1.3.2.3 Profile: Administrators

- User management (creation, update, deactivation/reactivation) of the Sovereign Space.
- Management of document repositories (creation, user access).
- Configuration of the LLM (global pre-prompt).
- Viewing statistics.
- Viewing User feedback and reports.
- Handling user requests regarding their personal data.

1.3.2.4 Profile: Data Protection Officer (DPO) responsible for the Sovereign Space

- Access to the conversation history (Inputs and Outputs).

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 monthly usage credit¹ for querying available LLMs,
- depending on the formula chosen by the Customer;
- a shared document storage space, calculated based on the number of Users, with the first 200 Users providing 500 MB each.

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.
Additional Storage Space	Increase in the total shared storage space capacity available to all Users.
SSO	Single Sign-On (SSO) with the Customer's identity provider (IDP). (Prerequisite: the IDP must be compatible with OpenID Connect or SAML)
API (requires the subscription to Sovereign Space – with a minimum of 3 licenses)	Access to APIs, in volume tiers respecting the following two limits (values per tier): <ul style="list-style-type: none"> ▪ Content generation API calls: up to 5,000 calls per day. ▪ Document transfers: up to 3 times the subscribed document storage volume per month.

1.4.2 Usage - Licensing Model and Unit Consumption

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

1.4.2.1 For Live Intelligence Main Space

The usage is limited to a maximum number of units per month, with the following consumption calculation:

- (a) **Unit consumption calculation:** The numbers of units consumed per Input is determined dynamically, based on the overall processing complexity:
- **For the Input:** This includes the Prompt 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 tokens³.
The total number of tokens³ 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.
 - **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 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.

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

1.4.2.2 For Live Intelligence Sovereign Space

The usage is limited to a maximum number of Inputs per month, regardless of the complexity of the requests. A request Input is a combination of a Prompt and attachments.

Regardless of the subscribed monthly volume, the maximum number of Inputs during peak hours (all users combined) must not exceed 2.5% of the subscribed monthly volume.

1.4.2.3 For the API Option

In the case of subscribing to the optional Live Intelligence API access service, regardless of the chosen plan, the Customer agrees to the following terms:

- API keys are nominative, and their use remains the responsibility of the User who created them.
- for each pricing tier, the Customer must adhere the following two limits (values per tier):
 - Content generation API calls: up to 5,000 calls per day.
 - Document transfers: up to 3 times the subscribed document storage volume per month.
- regardless of the number of pricing tiers, requests must not exceed the following maximum volumes per Customer (cumulative volume of all keys generated by/for the Customer):
 - The call frequency must not exceed:
 - 180 API calls per minute related to content generation (chat / asynchronous endpoints), including: completions: 4 /second max.
 - 200 document transfers per hour, including:
 - embeddings: 40 /minute max
 - file_upload: 4 /minute max
 - file_list: 20 /minute max
 - file_delete: 30 /minute max
- The chunk size must be validated in advance by Orange if it differs from the default used via the User interface (UI).

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 and Compliance with this Service Description

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

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

In the event that the Customer or any of its Users fail to (i) meet the above eligibility criteria and/or (ii) comply with any of its obligations under this Service Description, Orange may suspend or terminate, without liability, the Order(s) for the Service.

1.6 Independence

The Customer acknowledges that Orange, AI Model suppliers and the Customer are independent entities and that Orange is not the agent of the AI Model suppliers.

1.7 Customer Contact

Orange is the sole contact for the Customer within the framework of the Service. The Customer agrees not to contact any AI Model supplier in relation to the Agreement or the Service provided by Orange.

1.8 Service Specific Terms of Google Cloud Platform (GCP)

As the Service is hosted on GCP (except the Sovereign Space), 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.

1.9 General and Specific Terms of Use of the Service

To use the Main Space of Live Intelligence, 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 - Main Space GSTU' at: <https://cloud.orange-business.com/en/live-intelligence-documents/>.

To use the Sovereign Space, 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 - Sovereign Space 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.

In addition, the Customer has the possibility to supplement the GSTU with the Customer's own terms of use, which will apply in addition to the GSTU. Such terms of use cannot in any way contradict the GSTU or reduce their scope. The Customer is solely responsible for the application of such terms of use as well as any possible sanctions resulting from their failure.

1.10 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.

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.

1.11 Beta Features

Orange may, in its sole discretion, make certain beta software or features of the Service ("**Beta Features**") available to Customer for Customer's evaluation and testing purposes only. Customer acknowledges that any Beta Features are not a finished product, are provided solely on an "as-is" basis without any warranties of any kind and may contain defects, errors, or incomplete features. Customer's use of any Beta Features is solely at its own risk. Orange may terminate or suspend access to the Beta Features at any time in Orange's sole discretion without liability.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 Suspension for External Reasons

Orange reserves the right, without notice or liability, to suspend the Service upon the occurrence of any of the following events:

- A decision by a court of competent jurisdiction or a regulatory body/authority requiring or recommending the cessation of all or part of the Service;
- Notice from any competent authority recommending the closure of all or part of the Service;
- Any law, regulation, or government mandate which is introduced or amended that, in Orange's reasonable determination, would jeopardize Orange's ability or authority to provide the Service generally or to a User. If Orange reasonably determines that the provision or receipt of the Services would cause damage or injury to Orange, the Users or a third party (including, without limitation, an AI Model supplier) and if the use of the Service by the Client leads to a risk of damage to Orange, to the Users or to the AI Model supplier.

In any event, the suspension of the Service will be communicated via email to the Customer as soon as reasonably practicable following the decision to suspend. Upon the expiry of 10 consecutive days of suspension, either Party may terminate the Order(s) without cost, by written notice.

1.17 Information Required from the Customer

The activation for the Service by the Customer by Orange requires the prior provision of the following information:

- The contact details (name, first name, email, phone number, address) of your following contacts⁴, to be entered in the Order:
 - **Main Customer contact:** Responsible for the overall management of the Service (configuration, user creation) and acts as the guarantor towards Orange for the proper compliance with the GSTU by its Users. Such contact shall be the primary administrator of the Customer.
 - **Data processing responsible contact:** Responsible for data processing under GDPR for its Users. Such contact will be the point of contact for Orange regarding all questions/requests related to personal data management and the exercise of Users' rights over their data.
 - **Customer contact for contractual follow-up and billing:** The preferred contact for Orange concerning aspects related to the contract and Service billing queries.
- The domain name(s) associated with the Customer's User accounts.
- The administrator account credentials⁵ to be created upon Service activation: names, first names, email addresses.
- If the SSO option is not subscribed, the login details for all Users⁵ (name, first name, email address) so that Orange can create accounts such Users. The accounts will be initialized, and an email will be sent to such Users to activate their account, including password creation.
- If the SSO option is subscribed, the technical connection information to Customer's Identity Provider (IDP) for the User authentication phase.

1.18 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.

1.19 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/>.

1.20 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

⁴ The same person may hold one or more of these responsibilities.

⁵ User accounts must be nominative.

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., etc.), 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