

PUBLICATION 1 SERVICE DESCRIPTION FOR MANAGED APPLICATIONS SERVICE

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.

"IaaS Service" means either Orange's Flexible Engine Service or an 'Infrastructure-as-a-Service' service provided by a third party provider and confirmed in writing by Orange as being compatible with the Managed Applications Service.

"Managed Tenant" means a Tenant who is subject to the Managed Applications Service described in this Service Description.

"Project" means an Order for a set of Service Units of the Managed Applications Service (as referenced in such Order) which have the same minimum Service Term.

"Service Unit" means a sub-set of the Managed Applications Service provided on a virtual server (VM) or a physical server. Service Units are subscribed under (and referenced in) an Order.

"Tenant" means a virtual private pool of resources on the IaaS Service infrastructure which is only accessible to users that are authenticated by a login and password.

1.2 Service Description

1.2.1 **Overall Description.** The Managed Applications Service is a Cloud Service, subject to the Specific Conditions for Cloud Services. The Managed Applications Service complements an IaaS Service and, therefore, Customer must order such IaaS Service in order to receive the Managed Applications Service. Customer must also subscribe to the 'Managed Tenant' support level when subscribing the Managed Tenant for Orange's Flexible Engine Service and, when subscribing to any other IaaS Service, the Customer must also subscribe to a support level/plan with the third party provider which is compatible with the chosen support plan of the Managed Applications Service (as set out in Clause 1.7 below). Customer acknowledges that some aspects of the IaaS Service may not be available for use with the Managed Applications Service.

The Managed Applications Service manages (on behalf of Customer) Customer's applications or application components on the IaaS Service. The following four levels of management are available under the Managed Application Service: (a) Managed OS, (b) Managed Database, (c) Managed Middleware, and (d) Managed Application, all as described in Clause 1.2.3 below. Detailed specifications (including restrictions of use and compatibility requirements) of the Managed Applications Service are available upon request.

1.2.2 **Cloud Store Customer Web Portal.** Orange will provide Customer with access to the 'Cloud Store', which is a website where the Customer can manage its account for the Managed Applications Service, through the following address: <http://cloud.orange-business.com>. Such access shall be in a secured environment through specific credentials of a User.

1.2.3 Four Levels of Management of the Managed Applications Service

1.2.3.1 The Managed Applications Service comprises one or more of the following management levels (which are subject to different Charges):

- (a) **Managed OS.** Management of operating system(s) including tasks connected with the server and supplementary upgrading activities. The Customer acknowledges that it shall be responsible for (i) verifying the proper operation of the infrastructure and of the operating system(s) and (ii) making the decision to restore the operating system(s).
- (b) **Managed Database.** Management of database(s) including tasks connected with the server and optimization/upgrading activities. The Customer acknowledges that it shall be responsible for (i) verifying the proper operation of the database; (ii) making the decision to restore the database; and (iii) performing business tasks which are dependent on the Customer application(s).
- (c) **Managed Middleware.** Management of software in the following IT components: (i) web server; (ii) application server; (iii) file server; (iv) directory server; (v) IAM (identity and access management), (vi) Proxy Server, (vii) DDI (comprising DNS (domain name server), DHCP (dynamic host configuration protocol) and IPAM (Internet protocol address management)); and (viii) source code manager. The Customer acknowledges that it shall be responsible for (1) verifying the proper operation of the middleware and (2) performing business tasks which are dependent on the Customer application(s).
- (d) **Managed Applications.** Management of business application(s) such as e-business web, ERP, CRM, and applications relating to finance and human resources. The Customer acknowledges that it shall be responsible for (i) supplying documentation to enable application installation and settings; (ii) verifying the proper operation of the application; (iii) providing application management and operating procedures; (iv) making the decision to restore the application; and (v) performing business tasks which are dependent on the Customer application(s).

- 1.2.3.2 Different levels of the Managed Applications Service can be subscribed for a single Project provided that:
- If the Customer wishes to subscribe for the Managed Database and/or Managed Middleware level, it must subscribe also to the Managed OS level; and
 - If the Customer wishes to subscribe for the Managed Applications level, it must subscribe also to all of the Managed OS, Managed Database, and Managed Middleware levels.
- 1.2.3.3 Each of the Managed Tenant's virtual servers (VMs) may have one or more of the four possible management levels of the Managed Applications Service. A management level applies to the server in its entirety and, therefore, different software cannot be hosted at different management levels on a single server.

1.3 Service Delivery Manager (SDM)

If the Customer subscribes to the Managed Applications Service and the 'Premium' support plan (referred to in Clause 1.7 below), the Customer will be allocated a Service Delivery Manager (SDM) who will be the primary contact for the Managed Applications Service. The tasks of the Service Delivery Manager (SDM) will comprise the following:

- Steering and coordinating Customer's Project environment deployment (build phase);
- Taking part in implementing upgrades to the Managed Applications Service during the run phase;
- Monitoring due functioning of the Managed Applications Service during the run phase;
- Recommending Customer on possible upgrades to the Managed Applications Services subscribed;
- Servicing in escalation mode, either at the Customer's request, or at that of the internal teams, or proactively;
- Implementing and steering the 'Customer Service Quality Plan' ("**CSQP**"); the CSQP is an operational document which lists the service execution conditions (relating to the Service Units subscribed by Customer), which are visible to both parties, and
- Capacity management on the Customer environment (Disk, CPU, RAM). For example, informing the Customer about upgrades to be taken into account to allow for the optimal functioning of the Managed Tenant.

The Customer acknowledges that the Charges for a Service Delivery Manager (SDM) shall be additional to the Charges for the 'Premium' support plan.

1.4 Contract Business Manager (CBM)

If the Customer subscribes to the Managed Applications Service and the 'Premium' support plan (referred to in Clause 1.7 below), the Customer will be allocated a Contract Business Manager (CBM) who will be the main contractual contact for the Customer's IT department for the Managed Applications Service. The tasks of the Contract Business Manager (CBM) will comprise the following:

- Single point of contact (SPOC) in relation to all contractual matters under the Agreement;
- Implementing, monitoring and updating the Customer's online document repository (which is available as part of the Managed Applications Service); and
- Steering and coordinating governance (e.g. steering committee and strategic committee).

The Customer acknowledges that the Charges for a Contract Business Manager (CBM) shall be additional to the Charges for the 'Premium' support plan.

1.5 Supplementary Features

The following are supplemental features of the Managed Applications Service which, unless otherwise stated, are included at no additional charge:

- Supplementary infrastructure services.** Supplementary infrastructure services relating to (i) antivirus being installed on server(s), (ii) managing patches and 'service packs', (iii) testing the Customer infrastructure, (iv) Internet address resolution and public DNS entry management, and (v) availability of NTP server as the default time server, will be available to complement the Managed Applications Service.
- Supplementary support services.** Supplementary support services relating to (i) change management (such support service being subject to additional charge), (ii) incident management, (iii) problem management, (iv) configuration management, and (v) release management, will be available to complement the Managed Applications Service.

1.6 Optional Features

The following optional additional features may be ordered (subject to additional charge):

- Back-up and restoration.** This feature allows the Customer to save and restore at the 'file level' the context of all servers deployed on Orange's Flexible Engine Service. The Customer acknowledges that it shall be responsible for (i) completing its own verification of this feature and (ii) the decision(s) to restore a file or group of files.
- Managed SMTP Relay.** This feature allows a Customer application (which is subject to Managed Applications Service) to send outgoing emails to the Internet, after such emails are submitted to anti-virus software. In the event that a virus is detected on an email, such email is blocked and quarantined. The Customer acknowledges that this optional feature has the following limitations: (i) this feature does not offer a full messaging service (i.e. the sending, receiving and storage of e-mails) or a relay service for mass mailing (e.g. >100 mails per minute); (ii) there is no possible message reception (port 25 closed from the Internet); (iii) this feature does not

host any mailboxes and does not manage any mail domain; (iv) this feature is not accessible from the Internet and only open to IP addresses of the platform hosted on the shared infrastructure; (v) e-mail message size is limited to 10MB; (vi) this feature is limited to 100 TCP connections per minute per IP and 100 messages per minute per IP; and (vii) the relevant Customer applications must use a valid email address as a sender, otherwise, Orange will cease sending the emails.

- (c) **Managed SSL certificate.** This feature comprises the provision to the Customer of a certificate for its website so that it can be accessed via the HTTPs protocol.

1.7 Support Plans for Managed Applications

The Customer must select and subscribe one of the following two support plans for each Service Unit of the Managed Applications Service.

- **Standard support plan:** designed for customers whose use of the Managed Applications Service is intended for application developments (excluding production applications).
- **Premium support plan:** includes all items of 'Standard' support plan and designed for customers whose use of the Managed Applications Service is intended for demanding production applications.

The Standard and Premium support plans are options with different Charges.

A support plan is subscribed for a minimum of six months. During such minimum period, the Customer may change the current support plan to a higher support plan and the minimum period shall then be extended for a further six months on the new higher level subscribed.

Any such change to the support plan shall take effect at the beginning of the calendar month immediately following the election of such change.

Further details of the support plans are available upon request.

1.8 Charges for Managed Applications Service

1.8.1 The Charges for Managed Applications Services (including, without limitation, any minimum Charges) shall be listed or referred to in the Order(s) for Managed Applications Services.

1.8.2 Customer acknowledges that (a) the Charges for Managed Applications Services shall be those Charges applicable as at the date of ordering such Services and (b) the Charges for the optional features/supplementary services (as referred to in Clauses 1.5 and 1.6 above) may be updated by Orange from time to time. Customer will be made aware of any updates to the Charges (by publication or otherwise) before the effective date of the updated Charges.

END OF SERVICE DESCRIPTION FOR MANAGED APPLICATIONS SERVICE