

Software Licensing Management Services

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Services Catalog

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RESTRICTED

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1 Definitions

The following defined terms are used in this document:

- **"BYOL"** : Bring Your Own Licence
- **"Customer" or "Client"** is the client identified in the contract agreed with NRB.
- **"Client Applications"** refers to the software that the Customer (or its Users) provides, installs and / or loads in NRB's Dedicated or Shared Infrastructure.
- **"Client Data"** means all data of any kind provided by the Client under its entire responsibility and hosted by NRB.
- **"Dedicated"** means hardware, software, infrastructure or a service that is accessible to a single client.
- **"Perimeter"** is the set of IT services to which this document and the scope of Service applies.
- **"Shared"** means hardware, software, infrastructure or a service that is accessible to multiple clients.
- **"Service(s)"** is the activities performed by NRB in the context of a specific service and defined in detail by a RACI matrix.
- **"Tools"** means in the context of service models, the anti-virus software, the backup software, the monitoring software and the patching/deployment software.
- **"User"** means any individual person or legal entity having access to IaaS, Paas and/or SaaS Services or user of Services provided by NRB. In the context of certain services or software, a computer, or robotic hardware component accessing the service or software can also be considered a "User", as well as any person likely to access and use this hardware.
- **"Virtualization"** designates the technique allowing several virtual servers to operate on the same physical server.
- **IaaS** refers to *"Infrastructure as a Service"*.
- **PaaS** refers to *"Platform as a Service"*.
- **SaaS** refers to *"Software as a Service"*.

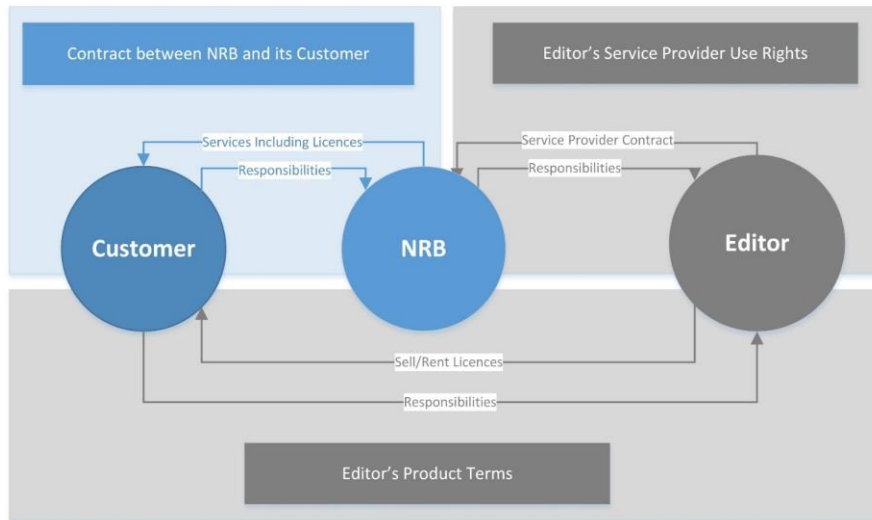
2 Scope and purpose

The purpose of this document is to outline the roles and responsibilities of the Customer and NRB for the licences (software assets) used in the context of the delivered Services. This includes:

- > the supply and the ownership,
- > the installation and operation,
- > the management and the compliance management.

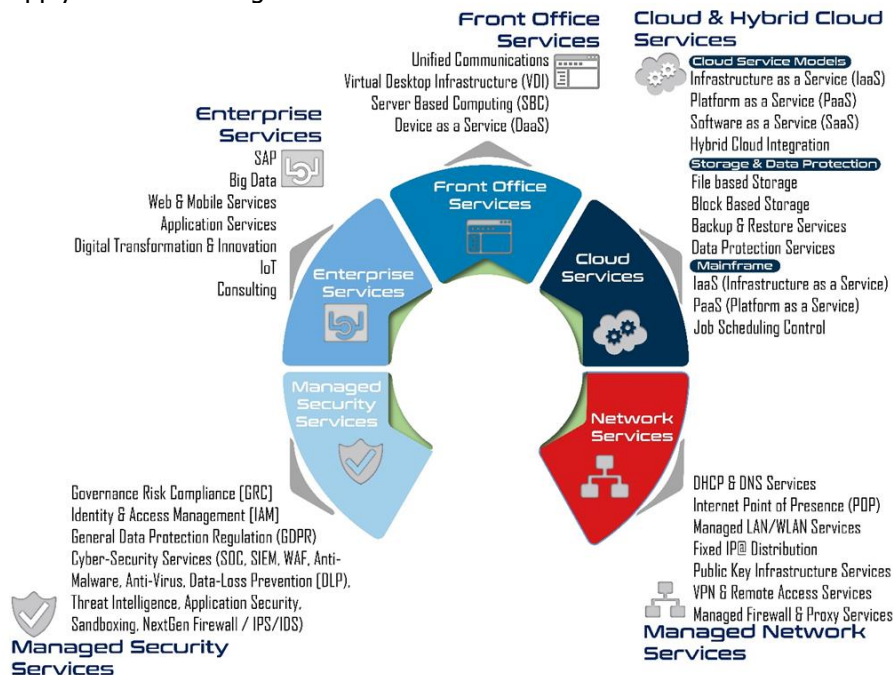
This relationship is depicted in the diagram below in blue.

This document does not deal with the contractual relationship between the Customer and the software editor(s) or between NRB and the software editor(s), both below in grey.



3 Perimeter

This document apply to the following set of services:



These services can be delivered under any of the NRB Service Models set out below.

4 NRB Service Models

The NRB service models ("Service Models") are defined in detail in the relevant IT service documents. NRB offers in essence the following Service Models:

	IaaS	IaaS with Basic Care	Managed Middleware & Runtime	PaaS	SaaS
	NRB delivers an empty or preloaded VM	NRB delivers an empty or preloaded VM, and additional services	NRB delivers only operational activities	NRB delivers a Platform for the Customer to install its applications	NRB delivers a 'functional application' to the end-user
	Application	Application	Application	Application	Application
	Data model	Data model	Data model	Data model	Data model
	Middleware / Runtime	Middleware / Runtime	NR MR Middleware / Runtime	Middleware / Runtime	Middleware / Runtime
	OS Management	OS Management	OS Management	OS Management	OS Management
	Basic Care	Basic Care	Basic Care	Basic Care	Basic Care
IaaS Options	OS Patching	OS Patching	OS Patching	OS Patching	OS Patching
	Anti-virus	Anti-virus	Anti-virus	Anti-virus	Anti-virus
	Monitoring	Monitoring	Monitoring	Monitoring	Monitoring
	Backup	Backup	Backup	Backup	Backup
IaaS	Virtual Machine	Virtual Machine	Virtual Machine	Virtual Machine	Virtual Machine
	Virtualization Layer	Virtualization Layer	Virtualization Layer	Virtualization Layer	Virtualization Layer
	Physical compute	Physical compute	Physical compute	Physical compute	Physical compute
	Network	Network	Network	Network	Network
	Datacenters	Datacenters	Datacenters	Datacenters	Datacenters

4.1 Description

- **"IaaS (Infrastructure as a Service)":** This service model refers to an IT infrastructure where the NRB manages the network, storage, physical servers, and Virtualization. The Customer is responsible for all the software installed on the virtual servers. In this service model, the Customer has administrative access to the operating system and is able and allowed to install software.
- **"PaaS (Platform as a Service)":** This model refers to a service where NRB manages, in addition to the IaaS service described above, the operating system (OS) and platform layers (a database, middleware, or a server of application). The Customer is responsible for managing the application or the data they install. In this service model, the Customer has no administrative access to the operating system and is not able and not allowed to install any software except the application that runs on the platform.
- **"SaaS (Software as a Service)":** This refers to a service where NRB manages all the software layers, their installation, configuration and maintenance in order to provide an application to the Customer. In this service model, the Customer has no administrative access to the operating system and is not able and not allowed to install any software. Only User management and certain functional settings are operated by the Customer.

4.2 Deployment Models

The Service Models can be deployed on multiple types of infrastructures, what may impact the applicable licensing terms, conditions and responsibilities.

Private cloud. *The cloud infrastructure is provisioned for exclusive use by a single organization. It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.*

Community cloud. *The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.*

Public cloud. *The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.*

Public clouds are typically Azure, Google, Amazon & IBM. NRB delivers its service models on these clouds as well.

Hybrid cloud. *The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).*

4.3 Characteristics and Conditions

4.3.1 General principles

Each of the Service Models includes a, non-exclusive, non-transferable and non-sublicensable, right for the Customer to access and to use, during the term of the Contract between the Customer and NRB, the software provided as part of NRB's services or installed on NRB's infrastructure, provided such use or installation is in accordance with the Contract and the applicable terms and conditions of the software editor's licences.

Except otherwise agreed, each party (NRB and the Customer) provides and manages all the licenses related to the technical layers they are responsible for.

Some software editors have specific licencing rules depending on the service and deployment model, what may have an impact on the default RACI matrix depicted bellow. Liability clauses could be added and vary depending on the type of IT infrastructure (Dedicated or Shared).

The Customer is responsible for the use of the software accessible under the Service or hosted on NRB's IT Infrastructure, in particular for compliance with the rules and licensing terms and conditions determined by the software editors, such as Licence Mobility through SA Software. It is the Customer's obligation to verify whether or not BYOL to NRB's IT infrastructure is authorized under the agreed upon service and deployment model.

By way of examples

- > For Microsoft Windows Server on multi-tenant clouds, the Customer must acquire these licences through the Service Provider Licence Agreement (SPLA).
- > Optionnally, and depending on each product specific editor's policies, the Customer may provide licences for layers managed or not by the NRB.
- > Optionally, and depending on each product specific editor's policies, the Customer may ask NRB to provide licences for layers managed by the Customer.
- > In the case of a license based on the number of users, the Customer assumes responsibility for the quantities and the correct type of license to be used, wether or not NRB is able to trace the number of user accounts.

The characteristics of the IaaS, Paas and / or SaaS Services, as well as the software included in the Services, are defined in the NRB Proposal or in the Specific Conditions of the Contract. The use of the Services in a

manner that does not comply with the characteristics of the Services, the provisions of the Contract or the recommendations by NRB may adversely affect the performance of the Services and / or entail additional costs which the Client will have to bear.

4.3.2 Performance modalities

Except written agreement by NRB to the contrary, the right to access and use the IaaS, PaaS and/or SaaS Services is only granted for internal use related to the Customer's activities and for the duration and conditions stipulated in the Contract. (For the avoidance of doubt, this means that the Client may use the IaaS, PaaS and SaaS Services supplied by NRB for the purpose of its own activities to its end customers, with the exception of commercial hosting services).

The Customer may authorize its Users to utilize the IaaS, PaaS and SaaS Services. The Client remains responsible for the compliance by its Users of the software terms and conditions and the Contract. If required by the terms and conditions of the applicable licenses or the Services, the Client is responsible for identifying and authenticating all Users, approving access by such Users to the IaaS, PaaS and/or SaaS Services, controlling unauthorized access and maintaining the confidentiality of usernames, passwords and account information. NRB is not liable for any damages caused by Client and the Users, including persons who have not been authorized to access the IaaS, PaaS and/or SaaS Services. Client is the sole responsible for the utilization of the IaaS, PaaS, SaaS Services by its Users or any person utilizing its user accounts.

The Client utilizes the software hosted by NRB under its responsibility and in compliance with the software editors' licenses and the Contract. The Client undertakes to comply with the conditions of use of the software belonging to third parties and shall be liable for non-compliance by himself and his Users vis-à-vis NRB and the third parties. The Customer is responsible to inform himself of the terms and conditions of the third parties' licenses when the Services include software belonging to third parties. If the third party license terms and conditions are not included in the NRB's proposal, they shall, at the Customer's request, be communicated by NRB, at the latest when the software concerned is supplied. Failing this, the Customer is responsible to become acquainted with these directly from such third parties. The Customer undertakes to verify that it has the latest version of the licensed terms and conditions.

The Third Party owner of the software retains ownership and intellectual property rights in the software.

4.3.3 Unauthorized use or content

If NRB believes that the Client Applications or Client Data infringe any laws, infringe the rights of third parties or unlawfully appropriate them, or violate any other terms of the Contract or characteristics of the Services, NRB will notify the Client and NRB may request the Client to withdraw the relevant content, without prejudice to NRB's right to claim compensation for any damage resulting therefrom.

If the Client installs or uses on the infrastructure provided by NRB applications/software that has not been agreed or applications/software in a manner that is not in conformity with the characteristics of the Services or the terms and conditions of the license, the Client is responsible to pay the fees applicable to these applications/software or to the non-compliant use including, if applicable, the penalties imposed by the software editors, for all non-compliant months, without prejudice to NRB's right to claim compensation for any damages resulting therefrom and/or the cessation of the non-compliance.

If the Client does not remove the prohibited content within two business days or does not cease the non-compliant use, NRB shall be entitled to remove or disable access to such content or to suspend the Services.

Unless otherwise agreed, the Client is not authorized to install or modify software falling within the technical scope covered by the Services offered by NRB.

The Client is responsible to refrain from damaging the integrity and/or security of the network and infrastructure, in particular through the transmission of worms, viruses or other criminal codes, from degrading or interfering with the performance of the Services or from using a component of the Services separately from the Services.

The Client is not allowed to (i) remove or change the proprietary notices of the software editors on the software, (ii) make the software available to third parties for internal operations related to their own business, (iii) modify, create derivative works, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the PaaS and/or SaaS software or Services, (iv) license, sell, rent, lease, loan, assign, transfer, distribute, host, outsource, permit timesharing or commercially exploit the Services, software available to a third party.

The warranties given by the software editors are the only warranties regarding the software. NRB does not grant any additional warranties to the Client.

4.4 Verification and audit right

NRB, as well as the software editor, if applicable, shall have the right to carry out verifications or audits in order to ensure that the Client complies with the Contract. The following provisions are applicable in this context. The Client is not entitled to block or interfere with monitoring operations, but the Client may use encryption technologies to help protect the confidentiality of the Client Data.

As part of IaaS Services, the Customer is obliged to communicate to NRB the information or other elements relating to all Client Applications that NRB requests in order to verify that the Client complies with the Contract.

As part of PaaS and/or SaaS Services, at the request of NRB, Client is obliged to communicate to NRB the information or other elements relating to all Client Applications, the software installed and used on the IT infrastructure, as well as the PaaS and/or SaaS Services that NRB requests in order to verify that the Client complies with the Contract or third party software hosted by NRB. NRB is entitled to check external interfaces or install software to verify that the Client complies with the Contract.

During the term of the Contract and for the duration of the audit period stipulated in the terms and conditions of license imposed by the software editor, the Customer authorizes the verification of (i) the use of the licence and/or Services and (ii) the compliance with all rights and restrictions of authorized use of third party software directly or indirectly accessible by the Customer as part of the IaaS, PaaS and / or SaaS Services.

For this purpose, Customer must (i) keep up to date all documents required for an audit by the software editor in relation to the Client Applications and to the use of the software hosted and/or managed by NRB, (ii) provide all information to NRB and, in the framework of the audit, give NRB access to Dedicated or Shared IT infrastructure.

The Client shall indemnify NRB for any non-compliance identified by the auditor that is attributable to the Client and to bear all costs to be compliant, including penalties, that may be claimed from NRB as well as the audit costs.

5 Process and Roles

5.1 Role definitions

The Service Manager is responsible for the design of the service, defining infrastructure and software needs. He is responsible for end-to-end compliancy of the service.

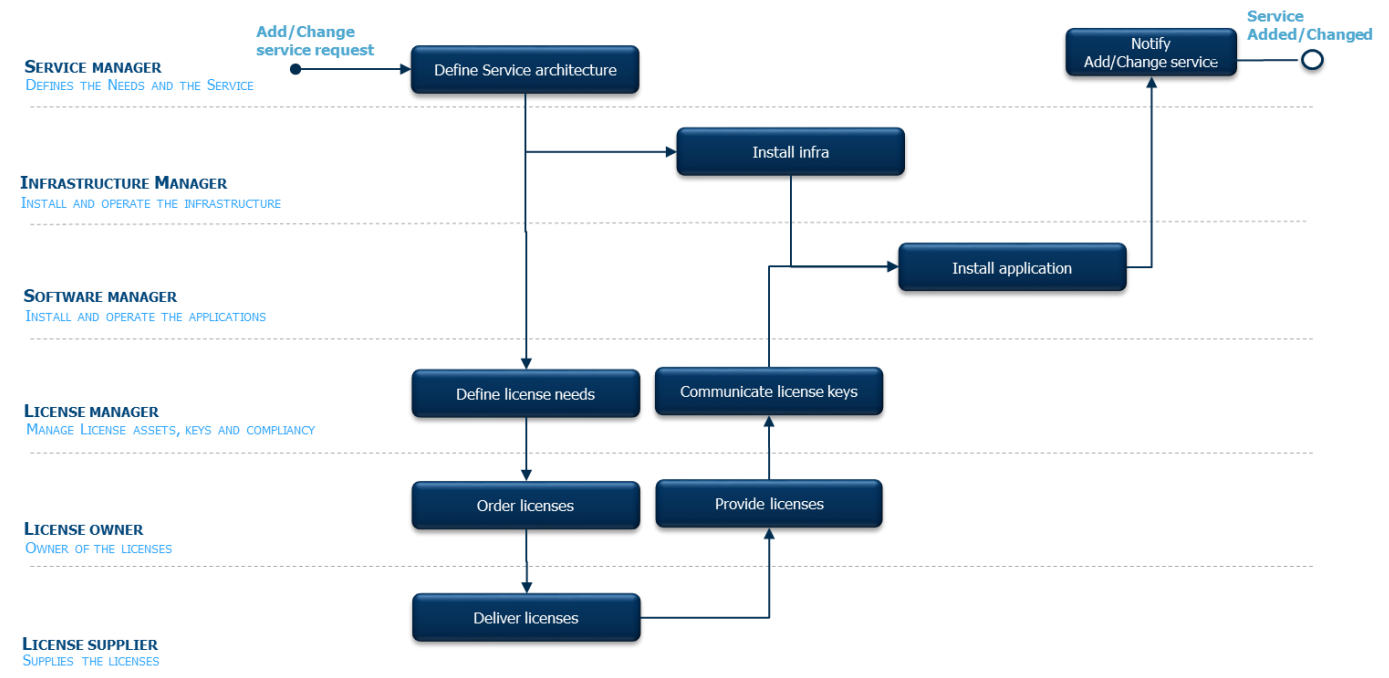
The Infrastructure Manager is responsible to install, deliver and operate the infrastructure underlying the service. He is responsible to communicate to other roles any change that could impact the licence compliancy.

The Software Manager is responsible to install, configure and operate a software. This software could be an operating system, a database, an application server, a business application... The Software Manager is responsible to install the software only when approved by the Licence Manager, and to communicate any configuration change that could impact the licence compliancy.

The Licence Manager is responsible to define the licencing needs according to the service design, and to ensure the constant compliancy with editor's policies. He is therefore responsible to ensure the Licence Owner has acquired the proper licences and that the Software Manager install only approved software.

The Licence Owner is responsible to acquire the software licences required by the Licence Manager and to communicate contract and licence information to the Licence Manager.

5.2 Process



5.3 Responsibilities

The following charts describe which of the Parties (the Customer or NRB) endorse each of the relevant role, depending on each Service Model and the software type.

These are the default RACI matrix. Specific RACI could be produced due to specific or additional IT Service definitions, and specific software editor's policies.

When a role is not clearly identified as for 'Customer' or 'NRB' (set as 'Customer/NRB'), it will be defined in the NRB proposal or a custom service description.

IAAS

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	Customer	Customer	Customer	Customer
Software Manager	Customer	Customer	Customer	Customer
Licence Manager	Customer	Customer	Customer	Customer
Licence Owner	Customer	Customer	Customer	Customer

IAAS with Basic Care

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	Customer	NRB	Customer	Customer
Software Manager	NRB	NRB	Customer	Customer
Licence Manager	Customer	NRB	Customer	Customer
Licence Owner	Customer	NRB	Customer	Customer

Managed Middleware & Runtime

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	Customer	Customer	Customer/NRB	Customer
Software Manager	Customer	Customer	NRB	Customer
Licence Manager	Customer	Customer	Customer	Customer
Licence Owner	Customer	Customer	Customer	Customer

PAAS

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	NRB	NRB	Customer/NRB	Customer
Software Manager	NRB	NRB	NRB	Customer
Licence Manager	NRB	NRB	NRB	Customer
Licence Owner	NRB	NRB	NRB	Customer

SAAS

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	NRB	NRB	NRB	NRB
Software Manager	NRB	NRB	NRB	NRB
Licence Manager	NRB	NRB	NRB	NRB
Licence Owner	NRB	NRB	NRB	NRB

Desktop and Desktop application management

Role\Layer	Tooling Platform	Desktop OS	Desktop Application
Service Manager	Customer	Customer	Customer
Software Manager	NRB	Customer/NRB	Customer/NRB
Licence Manager	Customer/NRB	Customer/NRB	Customer/NRB
Licence Owner	Customer	Customer	Customer

6 Specific Software editor's provisions

6.1 Use of Microsoft Software

As part of the IaaS, PaaS or SaaS Services, Customer may be allowed to use certain software developed and owned by Microsoft Corporation or its licensors ("Microsoft Software").

If Microsoft software is installed as part of the Services provided or is installed by the Customer or a third party on behalf of the Customer on infrastructure managed by NRB, Microsoft requires the Customer to agree to the following additional terms and conditions:

- (i) The Microsoft Software is neither sold nor distributed to Customer and Customer may use it solely in conjunction with the Services.
- (ii) Customer may not transfer or use the Microsoft Software outside the Services.
- (iii) Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Microsoft Software.
- (iv) Customer may not reverse engineer, decompile, or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- (v) Microsoft disclaims, to the extent permitted by applicable law, any liability by Microsoft for any damages, whether direct, indirect, or consequential, arising from the Services. Any warranties and liabilities are provided solely by NRB and not by Microsoft, its affiliates or subsidiaries.
- (vi) Microsoft is not responsible for providing directly to Customer any support in connection with the Services. Any support for the Services is provided to Customer by NRB or a third party on behalf of NRB and is not provided by Microsoft, its suppliers, affiliates or subsidiaries. Customer agree to not contact directly Microsoft for such support.
- (vii) Customer is not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "High Risk Use"). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
- (viii) Microsoft is an intended third-party beneficiary of this clause, with the right to enforce its provisions.

For any instance running Microsoft Software (each, a "Microsoft Instance"), Client may not use nesting, container, or similar technologies to sell or resell multiple instances, portions of an instance, or containers running within the Microsoft Instance, unless (a) Customer is the ultimate end user of the Microsoft Instance, (b) Customer has supplemented the Microsoft Instance with its own applications, or (c) Customer has added primary and significant functionality to the Microsoft Instance.

6.2 Use of IBM Software

If an User can access or is running the Software code as part of the NRB's services, the following terms are applicable to the Client :

1. prohibition of copy, modification and transfer of the Eligible Products by the User;
2. prohibition of any action by the User that is not in compliance with the terms of the IPLA (including its License Information), including, without limitation, reverse assembly, reverse compilation, other translation of a Software, or reverse engineering;
3. the User recognizes that the Software is copyrighted and licensed (not sold) and that at no time is the license of the Software transferred to the User;
4. SUBJECT TO ANY STATUTORY WARRANTIES THAT CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
5. Under no circumstances is IBM liable for any of the following: loss or damage to data; special, incidental, exemplary, or indirect damages, lost profits, business, revenue, goodwill, or anticipated savings, or any incidental or other economic consequential damages resulting from the User's use of the Software, even if Client, NRB or IBM has been advised of the possibility of such damages; and
6. prohibition of the use of the Software except when used as part of NRB's IT Services and obligation for the User to destroy or return all copies of the Software to NRB when its IT Services end.