

CROSS FUNCTIONAL SERVICES

Software Licensing Management Services

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Table des matières

1 Service Presentation	3
1.1 Definitions.....	3
1.2 Scope and purpose.....	3
1.3 Perimeter.....	4
2 KEYES Service Models	5
2.1 Description.....	5
2.2 Deployment Models.....	6
2.3 Characteristics and Conditions.....	6
2.3.1 General principles.....	6
2.3.2 Performance modalities.....	7
2.3.3 Unauthorized use or content.....	7
2.4 Verification and audit right.....	8
3 Process and Roles	9
3.1 Role definitions.....	9
3.2 Responsibilities.....	9
3.2.1 IaaS RACI.....	10
3.2.2 PaaS RACI.....	10
3.2.3 SaaS RACI.....	10
4 Specific Software editor's provisions	11
4.1 Use of Microsoft Software.....	11
4.2 Use of IBM Software.....	11

1 Service Presentation

1.1 Definitions

The following defined terms are used in this document:

- **“KEYES”** means Network Research Belgium S.A., as well as its current and future branches in Belgium and abroad.
- **“BYOL”** refers to Bring Your Own License
- **“Customer” or “Client”** is the client identified in the contract agreed with KEYES.
- **“Client Applications”** refers to the software that the Customer (or its Users) provides, installs and / or loads in KEYES's Dedicated or Shared Infrastructure.
- **“Client Data”** means all data of any kind provided by the Client under its entire responsibility and hosted by KEYES.
- **“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 apply.
- **“Shared”** means hardware, software, infrastructure or a service that is accessible to multiple clients.
- **“Service(s)”** are the activities performed by KEYES 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 KEYES. 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”.

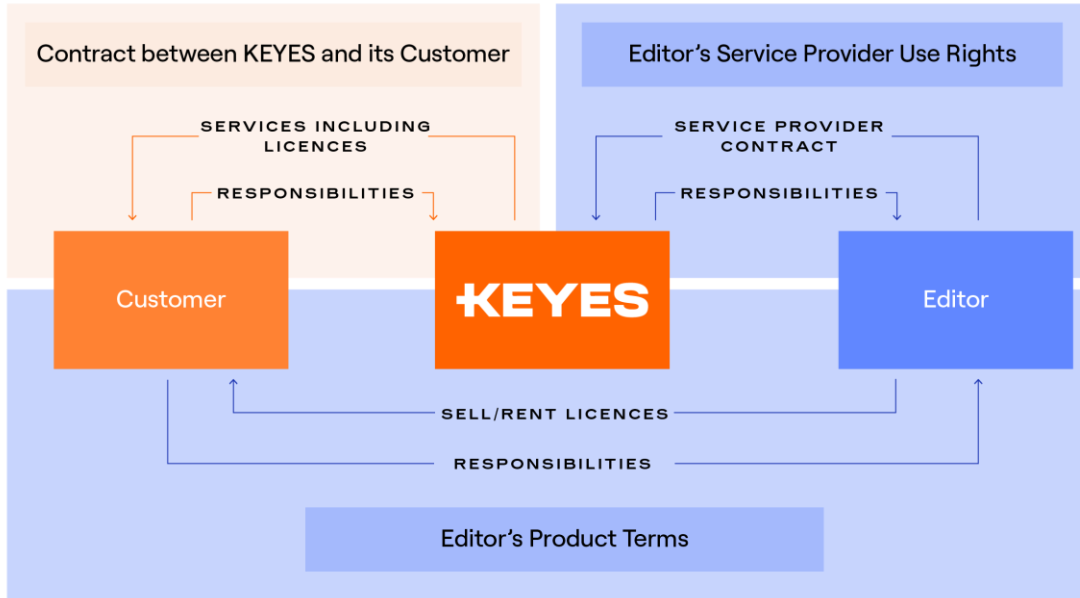
1.2 Scope and purpose

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

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

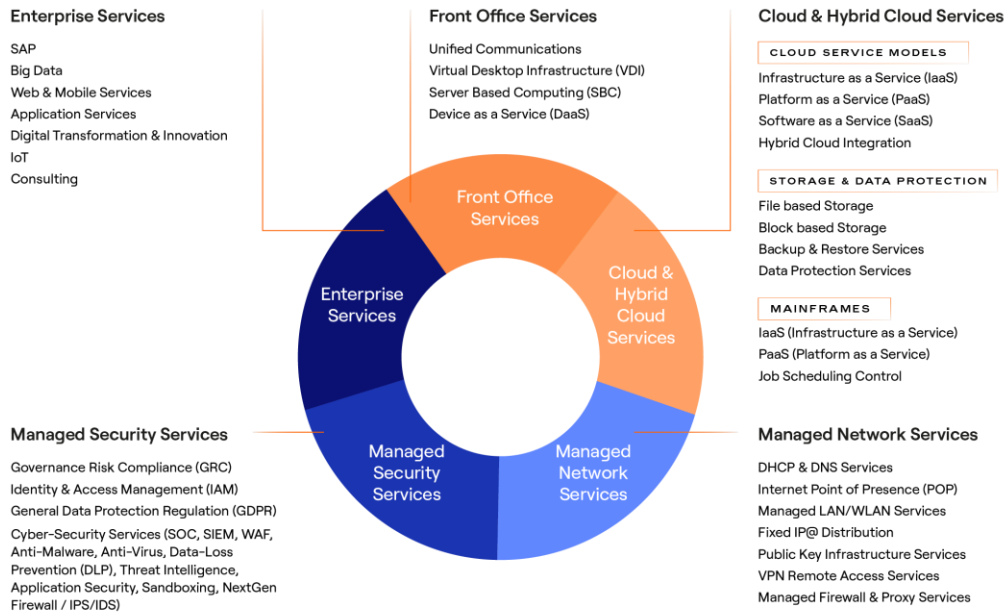
This relationship is depicted in the diagram below in blue.

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



1.3 Perimeter








This document applies to the following set of services:



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

2 KEYES Service Models

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

	IAAS	PAAS	SAAS
Application & Data model			 Application
Middleware & Runtime		 Middleware Runtime Mgt	 Middleware Runtime Mgt
OS & Tools management	 OS basic tasks	 OS admin	 OS admin
	 Monitoring	 Monitoring	 Monitoring
	 Anti-virus	 Anti-virus	 Anti-virus
	 Patching	 Patching	 Patching
Data protection Disaster recovery	 DRP	 DRP	 DRP
Virtualisation Storage	 Backup & Restore	 Backup & Restore	 Backup & Restore
Compute Network Data center	 OS template	 OS template	 OS template
SERVICE DESK & SUPPORT			
 Business hours  Extended business hours  24 H / 7 days support			
CAPTION	 Standard	 Optional	

Customers can subscribe to one or several of the following services:

- OS basic tasks
- Monitoring
- Anti-virus
- Patching

Or subscribe to the bundle including all of them called Basic Care.

2.1 Description

“IaaS (Infrastructure as a Service)”:

This service model refers to an IT infrastructure where the KEYES 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 KEYES 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 for the application that runs on the platform.

“SaaS (Software as a Service)”:

This refers to a service where KEYES manages all the software layers, their installation, configuration and maintenance 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.

2.2 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 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. KEYES 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).

2.3 Characteristics and Conditions

2.3.1 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 KEYES, the software provided as part of KEYES's services or installed on KEYES's infrastructure, provided such use or installation is in accordance with the Contract and the applicable terms and conditions of the software editor's Licenses.

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

Some software editors have specific licensing rules depending on the service and deployment model, what may have an impact on the default RACI matrix depicted below. 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 KEYES's IT Infrastructure, specifically for compliance with the rules and licensing terms and conditions determined by the software editors, such as License Mobility through SA Software. It is the Customer's obligation to verify whether BYOL to KEYES'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 Licenses through the Service Provider License Agreement (SPLA).
- Optionally, and depending on each product specific editor's policies, the Customer may provide licenses for layers managed or not by the KEYES.
- Optionally, and depending on each product specific editor's policies, the Customer may ask KEYES to provide licenses 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, whether KEYES can 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 KEYES 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 KEYES may adversely affect the performance of the Services and / or entail additional costs which the Client will have to bear.

2.3.2 Performance modalities

Except written agreement by KEYES to the contrary, the right to access and use the IaaS, PaaS and/or SaaS

Services are 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 KEYES for the purpose of its own activities to its end customers, except for 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. KEYES is not liable for any damages caused by the Client and the Users, including persons who have not been authorized to access the IaaS, PaaS and/or SaaS Services. The Client is solely 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 KEYES 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 KEYES and the third parties. The Customer is responsible for informing 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 KEYES's proposal, they shall, at the Customer's request, be communicated by KEYES, at the latest when the software concerned is supplied. Failing this, the Customer is responsible for becoming 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.

2.3.3 Unauthorized use or content

If KEYES 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, KEYES will notify the Client and KEYES may request the Client to withdraw the relevant content, without prejudice to KEYES's right to claim compensation for any damage resulting therefrom.

If the Client installs or uses on the infrastructure provided by KEYES 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 KEYES'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, KEYES 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 KEYES.

The Client is responsible to refrain from damaging the integrity and/or security of the network and infrastructure, specifically 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. KEYES does not grant any additional warranties to the Client.

2.4 Verification and audit right

KEYES, as well as the software editor, if applicable, shall have the right to carry out verifications or audits 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 KEYES the information or other elements relating to all Client Applications that KEYES requests to verify that the Client complies with the Contract.

As part of PaaS and/or SaaS Services, at the request of KEYES, Client is obliged to communicate to KEYES 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 KEYES requests in order to verify that the Client complies with the Contract or third party software hosted by KEYES. KEYES 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 license 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 KEYES, (ii) provide all information to KEYES and, in the framework of the audit, give KEYES access to Dedicated or Shared IT infrastructure.

The Client shall indemnify KEYES 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 KEYES as well as the audit costs.

3 Process and Roles

3.1 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 compliance of the service.

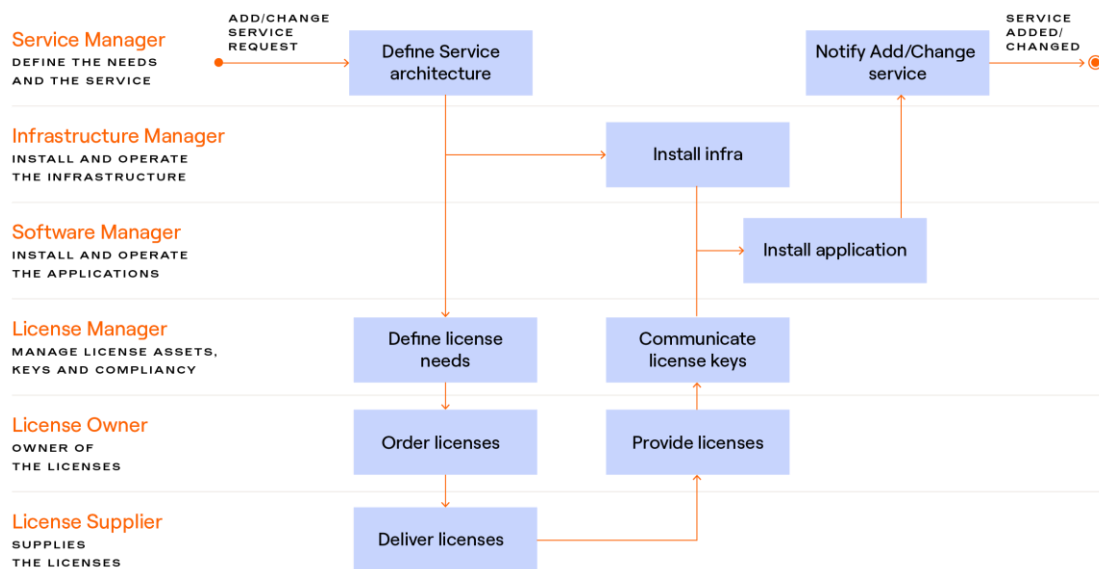
The Infrastructure Manager is responsible for installing, delivering, and operating the infrastructure underlying the service. He is responsible for communicating to other roles any change that could impact on the license compliancy.

The Software Manager is responsible for installing, configuring and operating 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 License Manager, and to communicate any configuration change that could impact the license compliancy.

The License Manager is responsible for defining the licensing needs according to the service design, and to ensure constant compliance with the editor's policies. He is therefore responsible for ensuring the License Owner has acquired the proper licenses and that the Software Manager installs only approved software.

The License Owner is responsible for acquiring the software licenses required by the License Manager and to communicate contract and license information to the License Manager.

Process



3.2 Responsibilities

The following charts describe which of the Parties (the Customer or KEYES) endorse each of the relevant roles, 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 'KEYES' (set as 'Customer/KEYES'), it will be defined in the KEYES proposal or a custom service description.

3.2.1 IaaS RACI

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

In case of service subscription like

- OS basic tasks
- Monitoring
- Anti-virus
- Patching

Or subscribe to the bundle including all of them called Basic Care the RACI change as in PaaS mode for each of the subscribe service

3.2.2 PaaS RACI

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

3.2.3 SaaS RACI

Role\Layer	OS	Tools	Middleware & Runtime	Business Application
Service Manager	KEYES	KEYES	KEYES	KEYES
Software Manager	KEYES	KEYES	KEYES	KEYES
License Manager	KEYES	KEYES	KEYES	KEYES
License Owner	KEYES	KEYES	KEYES	KEYES

4 Specific Software editor's provisions

4.1 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 KEYES, Microsoft requires the Customer to agree to the following additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to the Customer, and Customer may use it solely in conjunction with the Services.
- The Customer may not transfer or use the Microsoft Software outside the Services.
- Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Microsoft Software.
- Customer may not reverse engineer, decompile, or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- 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 KEYES and not by Microsoft, its affiliates or subsidiaries.
- 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 KEYES or a third party on behalf of KEYES and is not provided by Microsoft, its suppliers, affiliates or subsidiaries. Customer agrees to not contact directly Microsoft for such support.
- 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.
- 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.

4.2 Use of IBM Software

If a User can access or is running the Software code as part of the KEYES'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, KEYES 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 KEYES's IT Services and obligation for the User to destroy or return all copies of the Software to KEYES when its IT Services end.