



## PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE SECURITY SERVICES

### 1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

**"Business Hours"** means the normal Orange working hours applicable to the relevant Location.

**"Component"** means each component or series of components of a Solution that, which will be installed or made available to Customer separately according to the installation schedule agreed to by the Parties in writing including, without limitation, any Third-Party Software.

**"CPE"** means the equipment (including hardware, peripherals, and related software) supplied by Orange as part of the Security Services and managed by Orange for use with such Security Services at the Locations. CPE is never owned by Customer.

**"Data"** means Customer and User's data, including personal and non-personal data, hosted by Orange according to the Agreement (where applicable with respect to the delivery of any Security Service as described in the relevant Service Description) and accessible only to the Customer and Users.

**"Date of Acceptance"** means the date on which Orange successfully completes its acceptance testing for a Component. If no Orange Acceptance testing applies to a Component, then the Date of Acceptance will be the date on which Orange notifies Customer the Component is ready for use or the date when Customer confirms its acceptance of the Component, whichever occurs first.

**"Final Acceptance"** means, for each Solution, the Date of Acceptance of the last Component to be installed or made available to Customer.

**"Intervention"** means (i) maintenance including, without limitation, the application of updates, upgrades, patches and/or fixes, (ii) troubleshooting including, without limitation, running diagnostics and (iii) replacement, where required.

**"Location"** or **"Site"** means the site or location at which the Solution will be installed.

**"Penetration Test"** means an authorized simulated cyberattack on a Customer's computer system, performed to evaluate the security of the system.

**"Red-team Exercise"** means an exercise whereby Orange (or its authorized subcontractor) would test the assumption of the Customer's digital presence and the Customer's Support Service (blue team's) threat detection and response capabilities.

**"Service Activation"** means activities necessary to start the Security Service. During the course of these activities, Orange may request the Customer to make the necessary changes to the Customer's platform(s).

**"Service De-activation"** means activities necessary to end the Security Service and disable the Customer's access to Service.

**"Service Delivery Appliance"** or **"SDA"** means a hardware and/or software and/or virtual platform consisting of Orange's scripts, configuration, and third party's products that is needed for Orange to provide the Security Services to Customer.

**"Solution"** means the Security Services solution that Orange provides to Customer pursuant to one or several Orders, as set out in the relevant Service Description.

**"Target Date"** means for each Component, the expected date for delivery of such Component to Customer as specified in the relevant Order or in the installation schedule agreed to by the Parties in writing.

**"Third-Party Software"** means Software whose intellectual property rights are held by third parties, including open source software.

### 1.2 Customer Obligations

1.2.1 When Customer is responsible for software licensing, Customer will ensure, at its sole cost, that the software is correctly licensed in accordance with the service access licensing requirements of the software licensor(s), and that the operation of the software has been assigned to Orange.

1.2.2 Customer will formulate a written security policy and provide a copy of such policy to Orange within 30 days after Orange accepts the relevant Order.

1.2.3 Customer will troubleshoot Internet access service and the access router if Orange is not the provider of managed Internet access or access router management.

1.2.4 The Customer agrees to:

- (a) carry out any Intervention under its responsibility within the defined time limit;
- (b) ensure the security of its identifiers (login, password, etc.); Customer is therefore responsible for any fraudulent use of the Security Services that would occur from a use of its identifiers;
- (c) take all measures to maintain Internet access to the Security Services. Customer is responsible for its Internet access and recognizes its limitations;
- (d) not connect to its corporate network any equipment whose characteristics or type have not been previously approved by Orange. In such a case, an immediate disconnection by Orange or the Customer could occur;

- (e) not perform any load test, penetration test, or any other similar verification without the prior written consent of Orange;
- (f) ensure prior to any Intervention by Orange that all operations necessary for the protection and backup of Data, programs and computer files that are under its responsibility have been performed, and that all necessary measures have been taken to ensure their confidentiality and security;
- (g) regularly back up its information system and Data on airtight media.
- (h) The Customer is solely responsible for any Third-Party Software it installs on the Solution, particularly with respect to compliance with the terms and conditions of any and all licenses accompanying the relevant Third-Party Software.

### 1.3 Installation, Exploitation and Maintenance

1.3.1 As part of the Solution, Orange may install Third-Party Software on the Customer workstations. In this event, the Customer agrees to provide Orange with the original media containing the operating systems present on these workstations. The installation, operation and maintenance conditions for each Service are included in the relevant Service Description. The Customer is solely responsible for any consequence resulting from Orange's Intervention on these workstations, in particular any impact on any warranty or after-sales service that Customer may receive from the manufacturer/supplier of these workstations. Customer shall disclose, during the information collection stage, the existence of any modem or software associated with the workstations and all information relating to its local area network, if any. Also during the information collection stage, the Customer must inform Orange of the existence of applications or software already installed. The Customer acknowledges that Orange has informed the Customer that the Third-Party Software can only be installed directly on the workstations and that it may be incompatible with certain applications or modems or communication software already installed. Orange shall not be liable in case of incompatibility between the pre-existing software and any new Third-Party Software that would cause malfunctions.

Before Orange installs the Third-Party Software on the workstations, the Customer agrees to backup and copy all Data and software contained in the workstations. Orange shall not be liable in the event that the Customer has not taken all precautions relating to the backup of the Data when Orange installs a new Third-Party Software on a workstation.

1.3.2 At the time of any Intervention justified by the installation, operation or maintenance of a Service, the Customer must allow Orange (and any person authorized by Orange) access to its premises. If such installation or Intervention requires Orange, or any person authorized by Orange, to access the property of a third party, the Customer is responsible for obtaining the approval of this third party. The Customer agrees to be present at the Customer's premises during Orange's Intervention. Any period during which the Customer's premises are not accessible to Orange or its agents shall not be taken into account in calculating the time required for Orange to perform its obligations. In addition, Orange shall charge the Customer for travel and other justified expenses as well as for time spent at the hourly rate of Orange or its subcontractors. The Customer shall inform the above-mentioned parties of the existence and location of pipes (e.g. gas, electricity, water, etc.) and equipment of any kind and of any other risk factor that may arise in the premises to which Orange has access for the purposes of the Service. The Customer shall provide, prior to Orange's Intervention, all necessary information concerning the health and safety rules in force on its premises.

1.3.3 In order to maintain the quality of a Service, Orange may have to perform work that could temporarily affect the proper functioning of the Service. Orange will make every effort to reduce any disruption that may result for the Customer. In the event that such work is likely to affect the provision of the Service to the Customer, Orange shall notify the Customer at least twenty-four (24) hours prior to the date of the operation, by any means, indicating the dates, times and expected duration of the interruption of the Service. If the Service provided to the Customer is the only one likely to be affected by the operation, Orange will work with the Customer to find a mutually agreeable time for the Intervention. If, at the Customer's request, the scheduled operation takes place at a non-business hour, the additional costs are to be borne by the Customer. Service interruptions due to scheduled maintenance operation are not considered as incidents and cannot incur the liability of Orange nor be subject to penalties under Orange's service level agreements.

1.3.4 Before reporting an interruption or failure of the Service to Orange, the Customer must first ensure that the defect is not located on equipment for which Customer is responsible. All maintenance Interventions by Orange following incidents, damages or malfunctions (except in the case of scheduled maintenance operations) or originating from the internal infrastructure or from equipment not supplied by Orange will be invoiced in addition to the Customer. Such billing shall include, but not be limited to, travel and other justified expenses, time spent at the hourly rate of Orange or its subcontractors, and any restoration costs.

### 1.4 Delivery and Acceptance

1.4.1 Notwithstanding any term to the contrary in the Agreement, in the event that Orange or its subcontractors are unable to perform the Solution, or any part of the Solution, due to the Customer's non-compliance with its obligations as set forth herein and in the Agreement, Orange will not be liable for such failure and may invoice the Customer for any travel and other justified expenses, including the time spent at the hourly rate of Orange or its subcontractors. Furthermore, in such case, and in particular if the Customer has not complied with the requirements for which it is responsible by the Target Date, Orange may terminate the relevant Order following eight (8) days' notice, without penalty and without prejudice to any other rights at its disposal.

1.4.2 Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Customer will be deemed to have accepted each Component on the date on which Orange issues a Service Commencement Notice for that Component, unless Customer notifies Orange in writing of a

material fault in the Component within 10 days of Customer's receipt of the Service Commencement Notice. In such event, the above acceptance process will be repeated.

## 1.5 Service Activation and Service De-activation

1.5.1 Orange will be responsible for Service Activation and Service De-activation. Orange shall be entitled to charge the time spent on activating or de-activating the Service. If not otherwise agreed, such Service Activation or De-Activation will be invoiced at either: (a) the charges agreed to by the Parties in the Agreement; or (b) if charges were not agreed to, Orange's current standard rates and charges (details of which Orange will provide to Customer upon request).

1.5.2 During the Service Activation, the Parties may identify additional preconditions needing to be met in the Customer's IT environment prior to delivery of the relevant Service. In such case, the Parties will agree on the required timeframe for Customer to comply with those conditions, and Orange will inform the Customer of the revised expected commencement date of the relevant Service. In the event that Orange is prevented from delivering the Service as agreed due to insufficient or incorrect information and IT set up of the Customer, Orange reserves the right to terminate the corresponding Agreement and/or Order for the Service without penalty and subject to the Customer's reimbursement of the agreed Service Activation fees to the Provider.

1.5.3 During the Service De-Activation, or when otherwise instructed by Orange, Customer acknowledges and consents to the removal and (as the case may be) the return to Orange of the standard use cases, patterns, scripts, service appliances (for example SDA), CPE, Orange's supportive tools, Products, third party platforms and other tools (all belonging to Orange or to a third party) that has been implemented into the Customer IT environment and/or search heads and/or Vendor cloud environment and similar circumstances. Customer undertakes not to use the abovementioned tools after the De-Activation Service or when otherwise instructed by Orange.

## 1.6 Penetration Test and Red-team Exercise

Customer must obtain Orange's prior written approval to perform any Penetration Test and/or Red-team Exercise on the Service and will compensate Orange for any additional costs and damages of any nature incurred as a consequence of performing such tests. The Parties will work together to plan tests in order to avoid and mitigate any interference in Orange's overall Service delivery responsibilities.

## 1.7 Network Security and Liability

1.7.1 While the Security Services enhance Customer's ability to impede unauthorized access to Customer's network and data and assist Customer in detecting potential security breaches and network irregularities, Customer acknowledges that the Security Services do not guarantee network security or that security incidents will not occur. Customer is responsible for designing a comprehensive security program.

1.7.2 In addition to and without limiting the terms set forth in Clause 6 (Exclusions and Limitations of Liability) of the General Conditions, the Parties expressly agree that Orange:

- (a) will not be liable for any damages, direct or indirect, resulting from cyber-attacks that are not directly or indirectly caused by Orange's failure to provide the Solution;
- (b) cannot ensure uninterrupted Service on any network or access element providing Internet connectivity and/or activities that are reliant on performance of third-party products, connectivity services or any Product. Therefore, Orange is not responsible for any resulting downtime or failure of delivering the Security Services due to such circumstances. Orange makes no warranties, express or implied, as to any Service, including equipment, software, information or documentation provided as part of the Solution, that the Customer's systems, environment or data will be immunized against hacking, cyber-attacks, malicious code and/or other forms of cyber security breaches; and
- (c) will not be liable for any loss of the Data resulting from (i) the installation, integration or maintenance of the Service, or (ii) an event external to Orange. Orange will not bear any costs related to reconstruction of the Data.

## 1.8 Solution

All title to and ownership of the Solution and all Components thereof, excluding any hardware or software provided by Customer, will remain the property of Orange, or its licensors. Orange, however, grants to Customer for the Service Term of the applicable Security Services a non-exclusive, royalty free and non-transferable license to use the Solution solely for the purpose of, and to the extent necessary for, the use of the Security Services. Customer will ensure that Users will not: (a) directly or indirectly, attempt or allow a third party to attempt to reverse engineer, de-compile, disassemble, or otherwise derive source code or other trade secrets included in the Solution; or (b) add users to the Security Services in any manner designed to circumvent the obligation to pay incremental fees to either Orange or any software licensor. Subparts (a) and (b) in the preceding sentence are collectively and individually referred to as the "Unauthorized Use" of the Security Services. Customer will defend, indemnify and hold harmless Orange and its Affiliates from and against all Losses arising out of or relating to any and all claims by any person or entity against Orange relating to Unauthorized Use by a User, and will pay to Orange the applicable fees for any users added as described in subpart (b) above. Notwithstanding anything to the contrary otherwise contained in the Agreement, Clause 6.4 (Exclusion of Consequential and Indirect Damages) and Clause 6.3 (Limitations of Liability) of the General Conditions will not apply to Customer's obligations set forth in this Clause 1.8.

## 1.9 Use of Information and Internet

Orange will have no responsibility (a) for the operation or management of the Internet or any public network (e.g. Public Wi-Fi) or (b) for the activities of Users or third parties connected to the Internet or any public network (e.g. Public Wi-

Fi). Customer is solely responsible for its Users' use of the information supplied by Orange (including statistics, reports, logs, etc.) as well as the use of Customer's LAN by Customer's employees, Users, and third parties. Customer is solely responsible for any damage caused by the User's use of the Internet or any public network (e.g. Public Wi-Fi).

#### 1.10 Charges and Invoicing

Notwithstanding anything to the contrary otherwise contained in the Agreement (including an Order), if third party supplier costs to Orange for the Security Services increase, then Orange may adjust the Charges for the Security Services accordingly, and Customer agrees to pay such adjusted Charges. Orange will invoice Charges for each Component from the Date of Acceptance of such Component, except that the Solution Charges will commence from the date of delivery of the Solution to Customer.

#### 1.11 CPE

For the avoidance of doubt, this Clause 1.11 applies to the Solution.

- 1.11.1 CPE will remain the sole and exclusive property of Orange or its suppliers, and no User will obtain any property rights or interest in CPE. Customer will not sell, assign, sub-let, pledge or part with possession or control of CPE or any interest therein, and Customer will keep CPE free from distress, liens, or claims of lien.
- 1.11.2 The Parties will agree to the dates for the installation and connection of CPE, and Customer will provide all necessary assistance to enable Orange to complete the installation, connection, and disconnection of CPE.
- 1.11.3 Customer will not interconnect or allow the connection of CPE to any other equipment, network, or service without Orange's prior written approval. Any breach of this Clause 1.11.3 is a material breach of the Agreement.
- 1.11.4 Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on CPE. Customer will not modify or move CPE or allow anyone other than Orange to modify or move CPE without Orange's express written permission.
- 1.11.5 Customer will maintain proper environmental conditions (e.g. air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or CPE manufacturers.
- 1.11.6 Customer will provide a secure and safe environment for CPE with adequate access to data communications circuits and a back-up power supply, including protecting CPE from tampering and any usage outside of the provision of the applicable Security Service.
- 1.11.7 Prior to commencement of installation of any CPE, Customer will advise Orange of potential health hazards to Orange personnel providing Security Services at the relevant Location, including any hidden power, gas or water lines, and the existence of any material constituting a health risk (e.g. asbestos).
- 1.11.8 Upon termination or expiration of the relevant Order, Customer will surrender possession of CPE to Orange in good order, repair, and condition, reasonable wear and tear excepted.
- 1.11.9 Orange will maintain CPE in good working order for the Service Term. If a lapse in the Security Service is caused by a failure in CPE, then Orange will repair the fault following notification of the failure by Customer or detection of the failure by Orange, whichever occurs first. Orange may be required to dispatch a field engineer to the Location to repair CPE, and Customer will promptly provide access to the Location where CPE is installed.
- 1.11.10 Orange may charge Customer for visits to a Location or repairs to CPE that are required due to: (a) damage to CPE not caused by Orange; (b) repairs carried out by non-Orange personnel that have not been approved by Orange; (c) modifications to CPE that have not been approved by Orange or have been carried out by personnel not approved by Orange; (d) improper treatment of CPE by Customer; (e) failure by Customer to meet Orange's or CPE's manufacturer's specifications on environmental conditions; or (f) User's negligence or intentional misconduct.
- 1.11.11 Customer will be liable for: (a) any loss or damage to CPE beyond reasonable wear and tear, and (b) all costs (including cost of labor and material) incurred by Orange to repair or replace the lost or damaged CPE; provided that Customer will not be liable for CPE loss or damage caused by, or the repair or replacement of CPE that is necessary due to, the fault of Orange, Orange's subcontractors, or agents. If CPE is damaged or destroyed by any User, Customer will notify Orange within 2 days of such damage.

#### 1.12 Termination of Services

- 1.12.1 **Cancellation of Orders.** Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Security Service or cancellation (including, without limitation any amounts paid or payable to any third party suppliers for which Orange is liable, any other unrecoverable costs and expenses incurred by Orange, and a reasonable Service Activation fee for the applicable Security Service).
- 1.12.2 **Termination of Orders and Termination Liability.** If Customer terminates an Order or Security Service for any reason during the applicable Service Term, then no less than 90 days prior to the date of termination ("**Minimum Notice Period**") Customer will submit to Orange a completed and accurate Orange disconnect form (or such other form mutually agreed upon by the Parties) to acknowledge and confirm the termination of the Security Service (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Security Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Security Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term (d) Customer terminates the Agreement other than pursuant to Clause 7.3.1 of the General Conditions or

terminates an Order other than pursuant to Clause 7.3.2, or (e) Orange terminates the Agreement pursuant to Clause 7.3.1 of the General Conditions or terminates an Order pursuant to Clause 7.3.2 or Clause 7.3.3 of the General Conditions, then Customer will pay: (i) all accrued but unpaid charges incurred up to and including the date of termination, plus (ii) the following termination charges: (1) Customer will reimburse Orange for all third party charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (2) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (3) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of termination, based on the original price paid by Orange for the CPE (as evidenced by a written certification from Orange upon Customer's request) plus 15% of such original price as a fee for administration and disconnection; and (4) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g. installation waiver credit) on a prorated basis.

The termination liability set forth in this Clause 1.12.2 is in addition to any other remedies available to Orange.

1.12.3 The Parties acknowledge and agree that, as of the Effective Date, the Parties cannot estimate with certainty the actual damages that Orange would suffer in the event of a cancellation or termination and that the cancellation and termination liability set forth in this Clause 1.12 (a) represents an attempt by the Parties to approximate Orange's anticipated probable and proportionate loss, and (b) is part of the consideration for this Agreement, is a material and inseparable pricing term for this Agreement, and is reasonable.

1.12.4 Termination of an Order or Security Service shall result in Orange de-activating the relevant Security Service. In the event of such termination, Customer agrees to (a) return or destroy all copies of the Third-Party Software provided to the Customer for the use of the Service and (b) return to Orange, if applicable, all IP addresses granted to the Customer for which Orange will regain full use.

### 1.13 Cross-References

The references to Clauses of the General Conditions set forth in these Specific Conditions are to Clauses in Orange's standard form Master Services Agreement. To the extent that any such cross-references in these Specific Conditions do not accurately refer to provisions that address the indicated subject matter in the Agreement, the cross-references herein will be deemed to instead refer to the most closely corresponding provision(s) in the Agreement.

## END OF SPECIFIC CONDITIONS FOR ORANGE SECURITY SERVICES