



1 SERVICE DESCRIPTION FOR SMARTPHONE MANAGEMENT

1.1 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms elsewhere in the Agreement. 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 control for purposes of this Service Description.

"Client Software" means the software which allows the Device to connect to the Device Management Software, which is provided by Orange and installed on each Device.

"Device" means the Smartphone or Tablet unit, which the Service allows Customer to manage.

"Device Management Software" means the SAP Afaria server for Device management.

"Incident" means a fault, failure, or malfunction in the Service. Incidents do not include Service unavailability during Scheduled Maintenance.

"Management Console" means the console to which Customer may connect via the Internet to manage its Service. Except as otherwise expressly agreed upon by the Parties in writing, all information provided and made available on the Management Console will be in English only. Orange will provide (and may change from time to time) the URL, login and password for access to the Management Console.

"MSCT" (or Management Service Change Tool) means an Orange web portal which allows Customer to request and follow changes to the Service.

"Operating System" means the software installed on the Device, which manages the Device resources.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, the Orange Services or the Orange Network.

"Service" means the Device management provided by Orange as set out in this Service Description.

"Service Request Form" or **"SRF"** means the form that details the Customer's specific Service requirements.

"Smartphone" means a mobile phone that also works as a small computer that allows Users to exchange email as well as run mobile applications or applications.

"Tablet" means a mobile computer, larger than a mobile phone, integrated into a flat touch screen unit that uses a stylus, digital pen, or fingertip as the primary input device.

1.2 Description of the Service

The Service includes the Device Management Software, Client Software, and associated services. The Service provides Customer with a single Management Console to centrally manage and secure Devices and deploy mobile applications.

Device Management Software and associated services allow Customer to inventory, set, and update configuration and security policies, distribute mobile applications, and troubleshoot Devices remotely over-the-air.

Security features are intended to protect corporate information from unwarranted settings and data access, either directly on the Device or by remotely hacking the Device. They also allow enabling the system encryption as well as remote lock-and-wipe of Devices.

The Device Management Software is hosted on the Orange Network and is operated on a 24x7 basis by Orange as a managed service.

1.3 Service Request Form

1.3.1 **Customer Requirements:** Prior to commencement of the Services, Customer and Orange will complete a Service Request Form. Customer will provide all relevant technical specifications and documentation regarding its policies for mobile Devices (passcode, restrictions, WIFI, VPN, applications, etc.) and Orange will reasonably assist Customer in completion of the SRF. Customer will ensure that all information contained in the completed SRFs is accurate.

1.3.2 **Customer Contacts:** Customer will identify a primary contact and a secondary contact in each SRF. Customer will ensure that the primary and secondary contacts are available and can be contacted by Orange 24 hours a day, 7 days a week. Orange will respond only to the Service requests and calls regarding Incidents issued by such contacts. All communications between the Orange and Customer will be in English, unless otherwise agreed to by the Parties.

For Severity Level 1 and Severity Level 2 Incidents, Orange will notify Customer's security contacts of the Incident using all contact details provided in the SRF. For Severity Level 3 Incidents, Orange will send a message to the email addresses set out in the SRF.

The primary contact identified in the SRF will ensure that:

- All contact information is maintained and current;
- Orange is notified before and after any planned outages or configuration changes to Customer's network or network services; and
- All configuration changes are scheduled at least 5 Business Days in advance.

All changes to Customer's primary contact must be made in writing, on Customer's letterhead, and be signed by a senior manager in Customer's organization.

1.4 Service Deployment

1.4.1 **Lead Time Requirements:** The time to deploy the Service is measured only when Orange has received both a signed Order and a fully completed SRF. The time to deploy the Service is 4 weeks as of receipt by Orange of the two documents. The deployment will be delayed if Customer does not provide both documents or if the Customer requires changes to the specifications listed in the completed and accepted SRF.

1.4.2 **Configuration:** Orange will configure the Device Management Software exclusively based upon specifications contained in the applicable SRF. Any configuration changes required due to inaccurate or revised specifications will be charged to and paid by Customer at the Hourly Labor Rate for such services, plus Expenses.

Following service opening, Orange will accept requests for changes to the configuration of the Device Management Software only from the security contacts identified in the SRF. All such changes will have to be requested through MSCT.

1.4.3 **Server Upgrades:** Orange will provide version management of the Device Management Software and of the Client Software; provided, however, that nothing contained herein will require Orange to provide all new releases of Software. Orange, in its sole discretion, will decide when upgrades take place. If Orange needs to take a Device or all or part of the Service off-line to implement Software updates or network enhancements, Orange will provide at least 7 days prior written notice of such events. When possible, Orange will work with Customer to minimize any impact this could have. When possible, Orange will implement Software or Service upgrades remotely during Business Hours.

1.4.4 **Acceptance Testing:** Upon completion of the installation of the Device Management Software, Orange will commence its own acceptance testing, which will confirm that all aspects of the Service are operational in accordance with the terms of this Service Description and the parameters set forth in the SRF. Upon completion of this internal acceptance testing, Orange will send to the security contacts listed in the SRF a "**Welcome mail**" confirming that the Service is ready to be used and operational.

1.4.5 **Security Policy Changes Procedure:** Following installation and acceptance testing, Orange will accept requests for changes to the Device Management Software only from the security contacts identified in the SRF. All such changes will have to be requested through MSCT. If Orange requires additional information to finalize the implementation of the change, Orange reserves the right to contact the primary security contact to agree to the appropriate actions, timeframes, and charges, if applicable.

1.5 Standard Service Features

1.5.1 **Inventory:** The Device Management Software allows centrally scanning and capturing hardware and software asset information from the Devices. Captured asset is available on the Management Console and depends on Devices' manufacturer and Operating System version.

1.5.2 **Configuration:** With the Service, the Customer is able to remotely configure and maintain Devices' settings. This allows management control of Devices' behavior and of the availability of certain features and default settings of the Devices for user experience, security, and policy enforcement purposes. The set of configurable settings and policies depends on Devices' manufacturer and Operating System version.

1.5.3 **Security:** The Service enables the Customer to centrally and remotely enforce password, on device encryption, and apply restrictions or other security settings as corporate WIFI security parameters. An important set of options are available for password policy such as frequency of password change as well as for lockdown policy. The Service allows the ability to remotely lock and wipe Devices should they be lost or stolen.

1.5.4 **Management of Mobile Application:** The Service provides as part of the Software Client a corporate application store where the Customer can publish in-house mobile applications as well as recommended applications from the Apple Store or Google Play. Using the Management Console the Customer can activate mobile applications on a per user/group basis. With Samsung Android Devices, it is possible to add application control to block the installation or uninstallation of a mobile application, to disable or remove an application on remote Devices.

1.5.5 **Roaming Control:** The Service can remotely set roaming controls. Depending on the Devices' manufacturer and OS version data and/or voice could be disabled while roaming. Mail synchronization can also be controlled while roaming.

1.5.6 **Windows Mobile Devices:** Standard features available with Windows Mobile are limited to inventory, configuration and roaming control.

1.6 Optional Features

1.6.1 **Exchange Access Control Option:** Exchange Access Control is an optional feature that allows the Customer to secure the access from Devices to the corporate email servers. This option can be used to control that only Devices that comply with corporate policies can access Microsoft Exchange server(s). This is based on a white-list exchanged between the Device Management Software and the Microsoft Exchange servers managed by the Customer. The Customer needs to install an ISAPI filter on the relevant Exchange server(s).

1.6.2 **Certificate distribution for iOS Devices Option:** Certificate distribution is an optional feature available for iOS Devices. It allows the Customer to secure Devices' access to the corporate email server, corporate WIFI network and/or VPN infrastructure. The Device Management Software needs to communicate with a Microsoft SCEP server in customer environment that will interface with customer Certificate Authority.

1.6.3 **Service Manager:** As for the other Orange services, the Service Manager is the Customer's primary point of contact within Orange. The Service Manager provides Customer with a monthly dashboard and reporting analysis and is responsible for the verification of the Service performance. SLA for the Service will only apply if the Customer has ordered a Service Manager.

1.7 Maintenance of the Service

1.7.1 **Remedial Maintenance:** Orange will maintain the hardware portion of the Service in Proper Operational Condition. If a Fault is caused by a failure in any Service component, Orange will repair the Fault following receipt of a Fault Call or upon detection of the Incident by Orange, whichever occurs first.

The GCSC will classify all Fault Calls and Incidents as follows:

Severity 1	Problems causing critical impact to the business function(s) or customer(s). Justifies immediate management attention and dedicated resources applying continuous efforts to resolve as soon as possible.
Severity 2	Problems causing degradation of service resulting in impact to business function of customer. Impact justifies priority attention and application of resources to resolve in a timely manner.
Severity 3	Problems causing low impact to the business function(s) and customer(s). Requires timely resolution to minimize future impacts. Resources should be allocated in accordance with normal managerial planning prioritization.

1.7.2 **Remedial Maintenance Exclusions:** Orange will have no obligation to provide remedial maintenance services for, nor will Orange be liable to Customer for damages for loss of the Service or the Device Management Software caused by any of the following (collectively "**Limitations**"):

- (a) Damage to the management infrastructure caused by any Force Majeure Event, or any other casualty or loss;
- (b) Any instability in the operation of the Device Management Software that is caused by or related to the use of certain software, or by any other software provided by Customer or its designees, or by combinations of the Device Management Software, even if such combination is specified on a duly accepted SRF; and/or
- (c) Fault calls and Remedial Maintenance services rendered necessary by the above causes may be performed by Orange at Customer's request, and will be charged to and paid by Customer at the Hourly Labor Rate, plus Expenses.

In addition, the Service excludes:

- (a) Maintenance of Devices not specified in the SRFs; and/or
- (b) Correction of software databases and/or programming errors or any errors or damages caused by or arising out of input or error, except as otherwise set forth in this Service Description.

1.8 Licensing Terms

1.8.1 Orange grants to Customer and its Users, for the Service Term of the applicable Order, non-exclusive and non-transferable licenses to use the Client Software and the Device Management Software, in object form only, strictly for purposes of using the Service. Customer will not produce, copy (except for the purpose of retaining a back-up copy), alter, modify, or add to the Client Software or the Device Management Software or any part thereof, or attempt or allow a third party to attempt to reverse

engineer, translate or convert such Software from machine readable to human readable form, except as permitted by applicable law. Customer will not sell, assign, license, sublicense or otherwise transfer, transmit or convey the Client Software or the Device Management Software, or any copies or modifications thereof, or any interest therein, to any third party.

Customer will not use the Client Software or the Device Management Software:

- (a) in connection with the products or services of any third party; or
- (b) to provide services for the benefit of any third party.

In addition, use of the Client Software and the Device Management Software is subject to the applicable manufacturer's software license agreement.

- 1.8.2 Orange is solely responsible for the provision of the Services, Customer Software, and the Device Management Software hereunder, and Customer will have no right, claim, or cause of action against the Orange subcontractors or licensors.

1.9 Pricing

One-time and monthly recurring Charges apply.

- 1.9.1 **One-time Charge:** The One-Time Charge includes the Service setup cost and a fixed Charge for each Device ordered, the amount of which varies according to the number of signed Devices as well as the selected optional features.

- 1.9.2 **Monthly Recurring Charges:** A monthly recurring Charge applies per Device using the Service in any month, which amount varies according to the number of committed Devices as well as the optional features.

If, in any month, the actual amount of monthly recurring Charges is less than the total amount of fixed Charges for all Devices initially ordered, Orange will invoice Customer for such month an amount equal to the total amount of fixed Charges for all Devices initially ordered.

If, in any month, the actual amount of monthly recurring Charges is more than the total amount of fixed Charges for all Devices initially ordered, Orange will invoice Customer for such month an amount equal to the actual amount of monthly recurring Charges.

The comparison between the actual amount of monthly recurring Charges and the total amount of fixed Charges for all Devices initially ordered will be done on the basis of monthly reports extracted from the Device Management Software.

1.10 Order Term and Termination

1.10.1 Term and Termination

Each Order will have a Service Term of 36 months following the Date of Acceptance of the Service, and will be automatically renewed for successive Extended Terms, unless terminated earlier pursuant to the General Conditions.

1.10.2 Termination for Convenience

- 1.10.2.1 **Termination of the Order:** Customer will be entitled to terminate an Order at any time for convenience, subject to the payment of early termination fees. Customer will reimburse Orange the difference between the fees actually paid by Customer from the beginning of the Service Term or Extended Term (as applicable) and the fees that would have been payable by Customer for the Service Term or Extended Term, as applicable.

- 1.10.2.2 **Cancellation of Optional Components:** Customer will be entitled to cancel each optional component by providing Orange at least 90 days' notice prior to the end of the Service Term or Extended Term as applicable. Otherwise optional components will be automatically extended for successive Extended Terms.

In addition, Customer will be entitled to terminate an optional component at any time for convenience, subject to the payment of all corresponding fees which would have normally be due until the end of the then current Service Term or Extended Term.

- 1.10.3 **Conditions of Termination:** Upon receipt of the notice of termination, Orange will acknowledge the termination by mail to Customer main administrator. A follow up mail will be sent 28 days before the anticipated date of termination to notify the suspension of the Service with limited rights on the Management Console. A last mail will be sent 14 days later to notify the actual termination of the Service. Customer may cancel the termination or request a 14 days extension of the Service at any time prior to this last email, by contacting the appropriate contact listed in the SRF.

The Service will be charged until the day of its actual termination.

1.11 General Availability and Limitations of the Service

The Service is not available for all smartphone device types. Supported Devices include Devices with the Operating System versions listed in the table below. Orange may remove from or add to such list from time to time, without liability to the Customer.

Operating System	Supported Versions
Apple iOS	iOS 3.1.1, iOS 3.2.2, iOS 4.0, iOS 4.2, iOS 4.3 and iOS 5
Google Android	version 2.2, 2.3.X, 3.0.x and 4.0.x
Windows Mobile	version 6.0, 6.1 and 6.5 (Standard, Classic and Professional)

In order for the Service to work, Devices must be powered on and always have Internet connectivity to the Device Management Software, either via mobile data or WIFI.

The available features and functions vary depending on the Device's Operating System that is used. Some of the features required to monitor devices change settings on Devices and install software. This needs to be endorsed by the Customer.

While using the Service, the Customer, and each of its individual users, must not engage in conduct which is unlawful, fraudulent, or negligent. Customer is responsible for the conduct of its nominated person(s) and users who uses the Management Console.

Device manufacturers may, over time, restate or amend the terms and conditions applicable to the relevant Device. The Service is subject to those terms and conditions and conditional upon the Customer accepting any such Device related terms and conditions.

END OF SERVICE DESCRIPTION FOR SMARTPHONE MANAGEMENT