PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS EVERYWHERE SMART

1.1 **Definitions.** All capitalized terms used and not otherwise defined herein will have the meaning ascribed to them in the General Conditions. In this Service Description:

"**Device**" means the unit (e.g. laptops, smartphones, and tablets) used to connect a User to the Service and access the Internet.

"**Hotspot**" means a location where Users may connect to the Service using the iPass App.

"**In-Flight Wi-Fi**" pertains solely to Wi-Fi connectivity available on commercial flights where the aircraft's Wi-Fi is compatible with iPass Service.

"**iPass**" means iPass Inc., the organization that delivers the Service. iPass® is a registered trademark of iPass Inc. Wi-Fi® is a registered trademark of the Wi-Fi Alliance. All other company and product names are trademarks of their respective companies.

"**iPass App**" means the self-contained Software application downloadable onto a Device to allow the Service to be used.

"**iPass Hosted Authentication Service**" means a hosted, managed authentication service available within the iPass Web Portal and hosted by iPass.

"**iPass Network**" means iPass multi-technology mobile access network which includes mobile broadband Wi-Fi services and which is subject to change by iPass from time to time.

"**SaaS**" (Software-as-a-Service) means a cloud-hosted offering to keep users connected to Wi-Fi.

"**Service**" means the Business Everywhere Smart service as described in this Service Description, consisting of the services and software provided by iPass which allow the User to connect to the iPass Network.

"**Hotspot**" means a location where Users may connect to the Service using the iPass App.

"**User**" means Customer personnel to whom a unique user-id is assigned in the iPass Hosted Authentication Service.

"**Web Portal**" means the comprehensive web-based service management tool for administrators to access the complete range of services including data, reporting and managing Users and Devices.

1.2 **General Service Description**

The Service is a hosted SaaS that enables the Users to access the Internet through the iPass Network when travelling.

Upon Customer's request, iPass will provide a list of the locations where the Service is available, which iPass may modify from time to time. In addition, if any location is subject to a US embargo or other export or regulatory restriction, it will not be deemed included in the foregoing list, the Service will not be available, and Customer agrees not to use the Service in such location.

1.2.1 **iPass App**

The use of the Service is conditional upon the iPass App being downloaded and installed onto the relevant Device(s) prior to use. There are no additional charges for the iPass App.

Features. The iPass App includes the following main features:

(a) detection of the Wi-Fi signal in Hotspots; and

(b) attachment of Devices to Hotspots (i.e. exchange of parameters necessary for the User to be able to authenticate and connect to the Service).

The iPass App is available for multiple types of Devices and operating systems and may be modified by iPass from time to time, however, it will be made available at least on the following operating systems: iOS, MacOS, Android, and Windows.

Customer will provide the required Devices and operating system, as identified by iPass, for use with the Service.

Customer will install the iPass App in accordance with instructions provided by iPass, so long as the operating system on such Device(s) supports the Service.

Customer agrees that he/she will not use the iPass App or any information made available through the iPass App (including the credentials and content of the phonebooks) in any manner except in the normal course of using the Service.

1.2.2 **iPass Web Portal**

The iPass Web Portal is principally used for authentication and User management, as well as for reporting. It also provides service-related information and documentation, a support ticketing system, as well as configuration of the iPass App.

Customer acknowledges and agrees that the Customer will be responsible for all usage charges incurred as a result of any unauthorized use of the iPass Web Portal by Customer or one of its Users.

Customer will use the iPass portal in accordance with the policies listed on the portal. Use of information supplied to register, access and use of the Service will be governed by the iPass Privacy Policy as found at www.ipass.com/privacy-policy/. In addition to all information listed in the iPass Privacy Policy, Customer expressly agrees that Orange is authorized to allow iPass to collect additional information in connection with the Service.

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1.2.2.1 **User Management**

Each User session must be authenticated to confirm that the User is authorized to use the Service.

As part of Service, iPass will provide the iPass Hosted Authentication Service. Administrative users will use the iPass Web Portal to add Users, edit User information, and manage User related information. The iPass portal also allows use of bulk uploads for multiple User accounts.

Customer will maintain the User authentication database and User account information accurate for each individual User and keep all account information secure.

1.2.2.2 **Reporting**

The iPass platform and the iPass App provides information for reporting, which will be available to authorized Customer personnel for Service insight and analysis purposes.

Administrative users can generate self-service reports on Users, Devices, and usage, giving them access to timely data, relevant to their business needs.

For example, usage reports include:

- Recent connection data.
- Connections by location.
- Network types.
- Number of total sessions.
- Number of unique networks.
- Number of unique devices by platform.
- Top Users by location, business group, cost center.

1.2.3 **Technical Support Services**

For technical support, the following steps should be adhered to: First step: any issues will be reported to the Customer's internal helpdesk. The Customer's internal helpdesk will provide the first level of support and troubleshooting. If required, cases that cannot be resolved will then be passed on to the iPass Helpdesk through the iPass Ticketing System. The service elements included in the support infrastructure for Helpdesk to Helpdesk Support are:

- A web-based ticketing system accessible from the iPass Web Portal.
- Helpdesk to Helpdesk support cases, which can be raised and viewed in the iPass web-based ticketing system.
- Where required, direct end-user support is available in which case user assistance can be requested via the help@iPass.com email address, as well as by sending logs from the IPass App. The helpdesk aims to reply to these requests within 2 hours of receipt of the request (except weekends and local public holidays).
- The deployment process will be proactively reviewed and Users may be contacted directly in order to address any issues. Orange may use User emails to directly contact Users, providing service support suggestions and updates on the service. This is limited to providing assistance with service sign up, credential retrieval, troubleshooting network connectivity or application use, informational updates about hotspot additions/changes or planned outages (maintenance).
- Any changes made to standard technical support procedures during the Term will not cause a material reduction in underlying support quality.
- Any incidents reported to, or queries supported directly by iPass will not be covered by or included in any service levels or Service Level Agreement provided by Orange. iPass' response, repair, or restore times may be different from the applicable levels of service agreed upon by Orange for other services, and Orange will not be responsible or liable therefore. iPass provide the following severity level response times:

Severity	Response Service Level	Exception
1	Response to the Customer within one (1) hour of receiving a severity one support request. These include problems that prevent all users from connecting.	None
2	Response to the Customer within eight (8) hours of receiving a severity two support request. These include problems where the User community is experiencing difficulty deploying the iPass software or deploying security updates, or problems with daily CDRs and problems that relate to the content of the iPass website or customer's ability to access it.	Weekends/Holidays
3	Response to the Customer within twelve (12) hours of receiving a severity three support request. These are problems that affect a limited number of the user community or any question or service request.	Weekends/Holidays

1.3 Security of Customer Resources

1.3.1 The Service does not restrict traffic types to and from Users. Accordingly, Customer must protect its own Devices and resources from Internet security threats when Users are connecting to and, while they are connected to, the Internet.

1.3.2 Customer will also be responsible for enforcing Device security and health.

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1.4 Usage Restrictions and Conditions

1.4.1 Use of the Service is conditional upon the User accepting the usage terms prompted for acceptance in the iPass App. If there is a conflict between this Service Description and any terms and conditions appearing on the iPass App, this document will supersede.

1.4.2 Customer acknowledges and agrees that Customer's usage data may be disclosed by and amongst Orange, iPass, iPass' suppliers and other third parties who have a need to know for the purpose of the delivery of the Service.

1.4.3 Orange will not be liable for any damage that Customer may suffer arising out of the use, or inability to use, the Service or the Internet and its suppliers do not warrant that the Services will be available on a specified date or time or that the Internet access will have the capacity to meet Customer's demand during any specific hours. Access to the Internet is not guaranteed. Customer may be unable to access the Service at any time, and disconnections from the Service may occur from time to time.

1.4.4 Each User must have a unique identification, and each User may use only one User Identification. Sharing of identifications by Customer, Users or any other person or entity will be deemed a material breach of this Agreement.

1.4.5 All passwords, identification codes, and account information for the Service will be considered Confidential Information.

1.4.6 Customer will ensure that Users do not use the Service to send unsolicited mail messages, try to gain unauthorized access, nor use the Service to transmit any illegal or harassing contents.

1.4.7 Any access to other networks connected to Orange and its suppliers' networks must comply with the rules appropriate for such networks.

1.4.8 Customer may not resell or redistribute the Service.

1.4.9 Customer shall solely be responsible for the content the Customer or its Users distribute or receive via the Service.

1.5 Suspension and Termination

1.5.1 If Customer fails to adhere to the usage conditions in this Service Description, the Parties will jointly work on an amicable solution. If the Parties cannot come to an agreement, Orange, subject to 15 days prior notice to Customer, may disable or require Customer to disable the affected Users under the account and/or suspend all affected usage where the above stated limitations have not been adhered to.

1.5.2 The Service may be terminated by either Party without liability if (a) an order is made or an effective resolution is passed for the dissolution or winding up of iPass, except for the purposes of an amalgamation, merger or restructuring; (b) a lien holder takes possession or a receiver is appointed over the whole or a material part of the undertakings or assets of iPass; (c) iPass becomes insolvent or makes any special arrangements or any special assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction.

END OF SERVICE DESCRIPTION FOR BUSINESS EVERYWHERE SMART

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