

PUBLICATION 1 SERVICE DESCRIPTION FOR CONTACT EVERYONE SERVICES

1.1 Definitions

Capitalized terms used and not otherwise defined in this Service Description will have the meaning given to them in the Agreement. In the event of any conflict between the definitions in this Service Description and those in the Agreement, the definitions herein will prevail for the purposes of this Service Description. As used in this Service Description, the following terms will have the meaning set forth below.

"2-way SMS" means the ability of a system to handle MO and MT SMS.

"API" or "Application Programming Interface" means the set of routines, protocols, and tools allowing one software program, system, or hardware to access another.

"Binary SMS" means a type of SMS which permits sending rich-content, such as over the air (OTA) configuration messages for mobile device management purposes. A Binary SMS has 140 bytes of useable data which can be split into two parts: the user data header and the actual data. The user data header (UDH) serves to inform mobile devices about the type of data, such as messages to be concatenated, which allows SMSs to carry operator logos, ringtones, telephone settings, and WAP-Push messages.

"Broker" means the company which has agreements with multiple mobile operators to send and receive SMSs into and out of such operator's SMS-C.

"Date of Acceptance" means the date on which the acceptance test as set out in [..] is successfully completed.

"End User" means the intended addressee of the SMS sent by the Customer or the sender of the SMS sent to the Customer.

"HLR" or "Home Location Register" means the mobile operator's database which stores and manages the subscriptions and service profiles of such mobile operator's customers.

"MSISDN" or "Mobile Station International ISDN Number" means the mobile number uniquely identifying a subscriber in a GSM or UMTS mobile network, i.e. the telephone number linked to the SIM card.

"MO" or "Mobile Originated" means the SMS originating from an End-User's handset. MOs are also known as inbound SMS or pull SMS.

"MT" or "Mobile Terminated" means the SMS originating from a client or an application and delivered to the End-User's handset. MTs are also known as outbound SMS or push SMS.

"SMPP" or "Short Message Peer to Peer Protocol" means the SMS-C interface protocol widely used throughout the world, except in Western Europe.

"SMS" or "Short Message Service" means the mobile text communication service standardized in the GSM system.

"SMS-C" or "SMS Center" means the network element in the mobile operator's telephone network which delivers SMSs.

"Reach List" means the list of countries in which Orange is able to deliver SMSs (MT) and from which Orange is able to receive SMSs (MO), as update by Orange from time to time.

"VLR" or "Visitor Location Register" means the mobile operator's database which stores information about the mobiles devices which are currently located in the mobile operator's network.

"UCP" or "Unified Computer Protocol" means the SMS-C interface protocol.

1.2 Service Overview

The Contact Everyone Service is a service which allows the Customer to communicate with its End Users, either by MT or MOs. In particular, it enables the delivery of a single MT to multiple End-Users at the same time and to collect MOs from the End Users, in accordance with the Reach List.

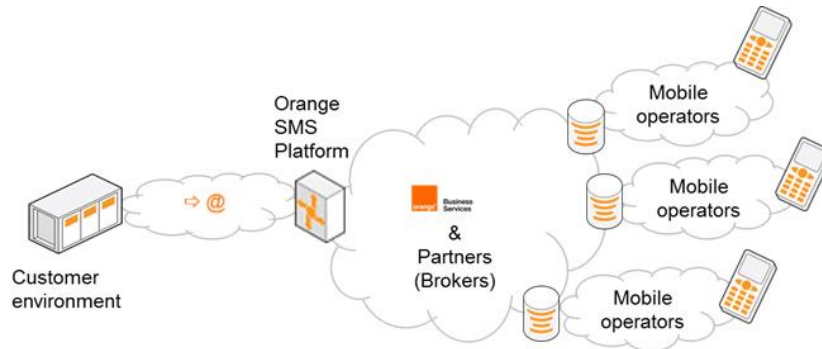
As part of the Service Orange will:

- operate and maintain the Orange SMS platform which will route the SMSs from the Customer to the End Users and, as the case may be, from the End Users to the Customer;
- maintain agreements with mobile operators either directly or indirectly through Brokers; and
- perform incident management, reporting and change management on the Orange SMS platform.

The Service is hosted and operated by Orange. No equipment will be installed on Customer's premises, nor will Orange intervene with regard to the Customer environment unless specifically agreed otherwise between the Parties.

1.3 Components of the Service

1.3.1 Service Architecture



The service is based on three components:

- The Customer environment (e.g. CRM system, application server) connecting through an API over the internet with the Orange SMS platform.
- The Orange SMS platform which supplies a secured interface between the Customer environment and the SMS-Cs of the mobile operators.
- The SMS-Cs of the mobile operators, either directly or indirectly through Brokers connected with the Orange SMS platform.

1.3.2 Prior to the Service Commencement

The Customer will be able to connect the Customer environment to the Orange SMS platform over the internet. Such internet access is not included in the Service offering, unless specifically agreed otherwise.

Parties will jointly qualify the Customer's needs in terms of destination countries, language, and content of messages, as well as the choice of protocol in order to get towards service commencement. In particular, Parties will consider any potential Service Limitations as set out below.

Based on the qualification process, Customer will develop the API connecting the Customer environment to the Orange SMS platform.

1.3.3 Service Limitations

1.3.3.1 Reach List

The Service is only available in the countries listed in the Reach List. These may vary, at the discretion of Orange over time. An up to date Reach List will be made available to Customer at its request.

1.3.3.2 Orange SMS Platform Protocols

The native protocol of the Orange SMS platform is XML/HTTP(S) for SMS. However, it equally supports the following protocols:

- SMPP v3.4
- HTTP GET
- FTP
- SMTP

1.3.3.3 SMS Format, Language and Size

The SMS is used to manage SMS messages in different formats:

- SMS text (Latin alphabet characters encoding on 7-bit allows max. 160 characters per SMS);
- SMS binary (executable in SMS format, e.g. for device configuration, SMS Machine To Machine);
- SMS UCS2 (Unicode): used to handle special characters or alphabets other than Latin. Characters encoding on 8-bit allows max. 70 characters per SMS.

1.3.3.4 Mobile Operators and Mobile Devices

The use of SMSs is subject to:

- the conditions established between the mobile operators and their subscribers;
- the use of notifications by mobile operators;
- the capabilities of mobile devices (e.g. concatenate a text message over 160 characters).

1.3.3.5 Processing Capacity

The Orange SMS platform is designed to process 500 SMS per second (MT, MO, and notifications). The maximum output observed in production is 342 SMS per second.

1.3.3.6 Customer Responsibilities

The use and the content of SMSs may be subject to certain restrictions based on local laws and regulations in the originating or destination country. Customer will comply with any such laws and regulations and will indemnify Orange and hold it harmless against any damages in relation to a potential breach thereof.

Orange will not verify the correctness of the information and instructions provided through the API. In particular, without limitation, Customer will be responsible for using the right country prefix and/or operator of the mobile number.

1.3.4 The Orange SMS Platform

The Orange SMS platform acts as an interface between the Customer environment and the SMS-C of different mobile operators.

Orange has built the Orange SMS platform taking into consideration the operational and technical constraints of the mobile operators. Using the XML protocol, the Orange SMS platform will be able to deal with various protocols and interfaces of the mobile operators (UCP, SMPP, etc.) on various transport layers (X25, IP over leased line, frame relay or VPN).

The Orange SMS Platform manages:

- the transmission of notifications and return receipts (MT);
- The storage of SMSs in case of disabled services (due to an SMS-C or application server);
- the transmission of MT to mobile operators;
- at the request of and as defined by the Customer, the filtering of messages with whitelist (permission) or blacklist (exclusion) per service and/or short number;
- the re-routing of MOs to a specific application server, e.g. per keyword or per country; and
- the truncating of long messages in various SMSs with a maximum size of 140 bytes (respectively 160 characters for text only SMSs).

1.3.5 Web Tool

Customer will be able to access a password protected web tool allowing the Customer to monitor the SMS delivery.

The web tool also has a data export function.

Traffic statistics are available in near real time (approximately 10 minute delay).

1.4 Management & Procedures

1.4.1 Treatment of MTs

The MT is processed by the Orange SMS platform when and as it is received from the Customer environment. If the MT arrives by a protocol other one than the native protocol XML, the suitable connectors will transcode it in the native protocol.

Messages will be checked in terms of correspondence and permission over their various attributes (e.g. the type of SMS, whether the destination mobile number contains the correct country code), then are settled or rejected explicitly by the Orange SMS platform.

They are then processed (e.g. routing, ringtone compilation or push wap, aliasing) and integrated into an internal format in the Orange SMS platform in a queue (a row by number and by mobile operator) to the SMS-C.

1.4.2 Flow Management on the Customer Environment

For SMSs sent in real time, priority management must be taken care of by the Customer environment unless Parties agree to have an intermediate connector developed by Orange in order to take into account the specific needs (e.g. the shaping of the SMS delivery notifications or messages de-duplication).

The XML/HTTP and FTP/CFT protocols on the Orange SMS platform allow (batched) bulk mailings:

- with relative priorities between the various batches,
- limiting the number of SMSs entered into a mobile operator's queue,
- fixing periods of sending (days and hours),
- measuring the number of MTs remaining in a batch.

1.4.3 Storage & Lifespan

The SMS lifespan is a parameter which is managed in a transparent manner by the Orange SMS platform. The lifespan provided by the Customer's environment is transmitted directly to the mobile operator's SMS-C. However, some mobile operators do not take these parameters into account.

If no validity information is provided in the MT, the SMS lifespan will be as set by the mobile operator's default (which could be from 12 hours to 3 days).

1.4.4 Notifications Management

The Orange SMS platform is able to receive notifications for sent SMSs; to the extent the mobile operators provide notifications.

The different types and formats of notifications sent back by mobile operators will be converted into a single format using one of the following status notifications:

- being processed by the Orange SMS platform,
- being processed by the mobile operator's SMS-C,
- delivered to the End-User,
- temporary failed delivery to the End-User,
- terminal failed delivery to the End-User (message expired or unknown subscriber),
- no notification received,
- unknown,
- any combination of the above.

All notifications received by Orange will be made available to the Customer. The Customer may decide to consult the notifications or not.

The Orange SMS Platform will block excessive access by the Customer environment to the notifications. If the mobile operator's SMS-C does not provide a final notification about an SMS sent during its life span or at the end of 72 hours if no life span has been set, the Orange SMS platform itself will generate a status "unknown" notification.

It is possible, based on the type of notifications, to automatically re-send SMSs, e.g. in case of expiry or removal from the SMS-C.

The Orange SMS platform being permanently connected to the mobile operator's SMS-C, MOs, and notifications are stored on the platform and transmitted to the Customer's environment when it is connected to the platform. The notifications expire ten days after their arrival on the Orange SMS platform.

1.5 Acceptance Testing & Training

Orange will provide the API Library, a login and password to the Customer. The Customer will then program the Customer environment to communicate with the Orange SMS Platform.

The Customer will be fully responsible for the development of the Customer environment as well as the acceptance testing of the Service (unless specifically agreed otherwise).

Orange will assist Customer with the acceptance testing by:

- confirming receipt of the test SMSs from the Customer environment;
- providing notifications received from the mobile operators with regard to the test SMSs;
- checking the robustness of the Orange SMS Platform, notably in a "load" phase.

The acceptance test will be considered successful if Orange can reasonably demonstrate that the Orange SMS Platform is processing the instructions from the Customer environment, sends or receives the SMSs and, as the case may be, receives the notification from the mobile operators.

The Customer will not start using the Service prior to successful completion of the acceptance test, unless otherwise agreed with Orange in writing.

1.6 Charges

1.6.1 Invoicing - Payment

The Charges for the Service will be set out in the Order Form.

Upon signature of the Order Form, Orange will invoice and Customer will pay to Orange the total amount of the one-time Charge for installation and configuration.

The Charges for the Service are invoiced as from the Date of Acceptance except in the cases provided for when there is a delay in the delivery of the Service.

There will be a Minimum Charges Commitment. To the extent the Charges for the actual usage of the Service by the Customer does not exceed the MCC, the MCC will be charged.

1.6.2 Change to Charges

Orange will be entitled to change the Charges for the Service subject to giving Customer thirty (30) days' prior notice.

If the Charges for the Service are increased, the Customer may refuse such a change and terminate the relevant Order without any cancellation charges becoming due, by registered letter with acknowledgement of receipt, at least ten (10) days before the date the new Charges become applicable.

1.7 Data Processing

Exhibit A below sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data, and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of this Service.

EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR
Name of the Service: Contact Everyone v5
ExA.1 Processing Activities

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (capturing personal data in a file or software program, including the generation of metadata like Call Details Records, etc.).	Yes
Organization (organizing personal data in a software program, etc.).	Yes
Storage (keeping the personal data in a software program for a determined period, including for archiving purposes, etc.).	Yes
Modification (modifying the content or the way the personal data are structured, etc.).	Yes
Consultation (looking at personal data that we have stored in our files or software programs, etc.).	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means, etc.). Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	Yes
Combination (merging two or more databases with personal data, etc.).	Yes
Restriction (implementing security measures in order to restrict the access to the personal data, etc.).	Yes
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies, etc.).	Yes
Other use (if "YES" to be detailed).	No

ExA.2 Categories of Personal Data Processed (Type of Personal Data)

Categories of Personal Data Identifiable by Orange	
Identification data (ID document / number, phone number, email, etc.).	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services).	Yes
Location Data (geographic location, device location).	No
CRM data (billing information, customer service data, ticketing info, telephone recordings, etc.).	Yes
Financial data (bank account details, payment information).	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life, and/or orientation).	No
Categories of Personal Data Not Identifiable by Orange	
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on Orange infrastructure.	Yes

ExA.3 Subject-Matter and Duration of the Processing

Subject-Matter of Processing		Duration of Processing
Service activation.	Yes	For the period necessary to provide the service to the customer plus 6 months.
User authentication.	Yes	
Incident Management.	Yes	
Quality of Service.	Yes	
Invoice, contract, order (if they show the name and details of the contact person of Customer).	Yes	For the period required by applicable law.
Itemized billing (including traffic / connection data of end-users who are natural persons).	No	
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	To be completed based on how long it is needed.

ExA.4 Purposes of Processing

Provision of the service to Customer.

ExA.5 Categories of Data Subject

Customer's employees/self-employed contractors using or managing the service or the contract who are natural persons.	Yes
Customer's other end-users of the service who are natural persons (client of the Customer, etc.) usable by users other than internal users.	Yes

ExA.6 Sub-Processors

Sub-Processors Approved by Customer	Safety Measures
Orange Business Services entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the customer.	NA
Orange Business Services entities that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL.
Orange Business Services suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the customer.	NA
Orange Business Services suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer.	Standard Model Clauses in contract with supplier.

END OF SERVICE DESCRIPTION FOR CONTACT EVERYONE SERVICES