

PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNET ESSENTIAL

1.1 Definitions

All capitalized terms used but not defined herein will have the meanings ascribed to them 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.

“**Active-Active Mode**” means, in the case of the Dual Access Circuits option described in Clause 1.4.1.1 (Dual Access Circuits), both Internet Access circuits will be configured by Orange to function as concurrent primary Access Circuits.

“**BIA**” means Broadband Internet Access with shared bandwidth (meaning that the bandwidth is not dedicated to Customer and can be simultaneously used by Customer and other customers of Orange and the ISP).

“**CE Router**” means: (a) in the context of the Fully Managed Service (as described in Clause 1.3.2.2), the Orange-Managed CE Router that will function as the customer edge (“**CE**”) router for the Internet Essential, and (b) in the context of the Access Only (as described in Clause 1.3.2.1), the Customer-Managed Router that will function as the CE router for the Internet Essential.

“**Customer-Managed Router**” or “**CMR**” means the router that Customer may supply, manage, maintain, and install at the Location and that will function as the CE Router when Customer subscribes to Internet Essential with Access Only.

“**DIA**” means Dedicated Internet Access.

“**Domain Name Server**” or “**DNS**” means a naming database in which internet domain names are located and translated into Internet Addresses.

“**Domestic Traffic**” means the internet traffic where both origin and destination endpoints are located within the same country.

“**Dual Access Circuits**” means that the Internet Essential has two Internet Access circuits provisioned by Orange, as described in Clause 1.4.1.1 (Dual Access Circuits).

“**International Traffic**” means the internet traffic where the origin and the destination endpoints are not located within the same country.

“**Internet Access**” means the Internet Gold or Internet Silver connections provided by Orange via an ISP.

“**Internet Essential**” means the internet service described in this Service Description.

“**Internet Gold**” means that the Internet Access provisioned by Orange for the Service is a DIA circuit.

“**Internet Registry**” means one of the five Regional Internet Registries, namely ARIN, LACNIC, RIPE NCC, AFRINIC, and APNIC.¹

“**Internet Silver**” means that the Internet Access provisioned by Orange for the Service is a BIA circuit.

“**IP Address**” or “**Internet Protocol Address**” means a unique address that identifies a device on the internet or a local network, and the address is either assigned by Orange or the ISP.

“**ISP**” means the Internet service provider of the Internet Access.

“**Location**” means the site where Orange will install the Internet Essential.

“**NTU**” or “**Network Termination Unit**” means a device installed by Orange or the ISP at the endpoint in the Location where Customer’s network equipment (e.g. edge router) connects to the Internet Access circuit.

“**Orange SD-WAN Service**” means an Orange software-defined wide area network service offering (e.g. Flexible SD-WAN).

“**Orange-Managed CE Router**” or “**OMR**” means a CPE router that Orange will supply, manage and install at the Location and that will function as the CE Router when Customer subscribes to Internet Essential with Fully Managed Service, as described in Clause 1.3.2.2.

“**Required Consent**” means any permission from a third party (including, without limitation, Customer’s landlord, building’s owner, etc.) that Customer must obtain and maintain on a current basis so that Orange can provide the Internet Essential at the Location.

1.2 Overview

The Specific Conditions for Network Services apply to Internet Essential, and Internet Essential only provides the features and functionality set forth in this Service Description. Customer may elect to order either the (a) Access Only option described in Clause 1.3.2.1, or (b) Fully Managed option described in Clause 1.3.2.2. The Access Only option and Fully Managed option include an Internet Access, which will be installed by the ISP at the Location. The ISP is responsible for meeting all licensing and regulatory obligations with respect to its provisioning of the Internet Access, notwithstanding anything to the contrary otherwise contained in the Agreement, including this Service Description. Depending on the country where the Location is situated, the Internet Access may be provided via either the public Internet or the private network of the ISP.

¹ ARIN (American Registry for Internet Numbers), LACNIC (Latin American and Caribbean Internet Addresses Registry), RIPE NCC (Ripe Network Coordination Centre), AFRINIC (African Network Information Centre), and APNIC (Asia Pacific Network Information Centre).

1.3 Standard Service Elements

This Clause 1.3 sets out the standard features of the Internet Essential. Customer can order a Fully Managed Service or Access Only to be installed at a Location and can choose to use either Internet Gold or Internet Silver as the Internet Access for the Internet Essential.

1.3.1 **Internet Access.** The standard Internet Essential consists of a single Internet Access connection, and the Internet Access can either be Internet Silver or Internet Gold.

1.3.1.1 Internet Gold

- (a) When Customer orders Internet Gold, the Internet Access for the Internet Essential will be a DIA connection with symmetric access speed. Notwithstanding the access bandwidth ordered by Customer (as indicated in the Order), only up to 80% of the ordered bandwidth is guaranteed. The speed test method described in Clause 1.3.1.1(c) below will be the one that either Party will use to verify the declared speed of the Internet Access. The speed test is only performed for Domestic Traffic, not for International Traffic. Customer is not authorized to use any other public IP addresses other than the ones assigned to it by the ISP or Orange. Subject to availability, Customer may order additional IP Addresses, unless prohibited by applicable laws or regulations. The default contention ratio is 1:1; however, in some specific cases, the contention ratio may vary.
- (b) Unless the Internet Gold is to be utilized as an Access Circuit for either the Orange Business VPN Service or as an Orange-provided underlay connectivity for an Orange SD-WAN Service, testing the speed of the Internet Access is not part of the Internet Essential acceptance test described in Clause 1.3.4 (Internet Essential Acceptance). If the Internet Gold is to be utilized as an Access Circuit for either the Orange Business VPN Service or an Orange-provided underlay connectivity for an Orange SD-WAN Service, then the Orange field engineer will also test the Internet Access speed in accordance with the process described in Clause 1.3.1.1(c) below at the time of the Internet Essential acceptance test.
- (c) For purposes of determining the official measured speed of the Internet Access, a Party that wants to conduct the speed test must connect a laptop directly to the NTU via an Ethernet cable, no other equipment or devices can be connected to the NTU, and the laptop must not be processing any other function or task during the speed test. Upload and download speeds will be measured using the Orange speed test server (up to 1 Gbps) at <https://speedtest.orange-business.com>. The measurements using other speed test methods or non-Orange speed test servers are not valid and will not be recognized in case of contention that the Internet Access speed is less than 80% of the ordered bandwidth speed. If the measured Internet Gold speed is at least 80% of the speed ordered by Customer, then the Internet Gold is considered to be in proper working condition and ready for use by Customer.

1.3.1.2 **Internet Silver.** When Customer orders Internet Silver, the Internet Access for the Internet Essential will be a BIA connection with either symmetric or asymmetric internet access speed. The Internet Silver bandwidth is shared with other customers of Orange or the ISP and is not exclusively dedicated to Customer. Notwithstanding the Internet Access bandwidth ordered by Customer (as indicated on the Order), the Internet Silver bandwidth is not guaranteed. Customer acknowledges and accepts that the actual speed of the Internet Silver connection may be significantly lower than the speed specified in the Order, and it is entirely Customer's choice to order Internet Silver. The default contention ratio admitted is "reasonable effort" basis only.

1.3.2 **Support Levels.** There are two types of Internet Essential level of support. Customer can order Internet Access connection only, or it can order Internet Access connection plus Orange-Managed CE Router.

1.3.2.1 **Access Only Option.** The Access Only support level only consists of the provisioning of the Internet Access at the Location. The Internet Access will terminate at the ISP's NTU with Ethernet hand off. The Access Only support level does not include any Orange-Managed CE Router. Customer may provide and install a Customer-Managed Router at the Location and maintain such router in good working order at all times during the term of the Service.

1.3.2.2 **Fully Managed Service Option.** Customer can order a Fully Managed Service support level. This Internet Essential support level consists of one Internet Access connection and one Orange Managed CE Router. The Internet Access will terminate at the ISP's NTU with Ethernet hand off. Orange will install an Orange-Managed CE Router at the Location and will configure, maintain, and manage such router. The Orange-Managed CE Router will be connected to the Ethernet port on the ISP's NTU. A Port Address Translation ("PAT") configuration will be used to translate the packets sourced from the Customer LAN (private IP Addresses) to the IP Address of the Orange-Managed CE Router (as assigned by the ISP). Customer and Orange will work together in good faith and will agree on the technical design of the Fully Managed Internet Essential to be deployed at the Location.

1.3.3 **Internet Access technologies.** The Internet Access will be delivered to the Location using the access technology selected by Customer from the list of technologies made available by the ISP (e.g. xDSL, fiber, Ethernet, wireless local loop, etc.). The different access technologies may affect the service quality parameters (e.g. latency, throughput, etc.). Orange will provide Customer with information regarding the access technologies that are available from the ISP upon written request. Customer is responsible for securing and maintaining at its own expense any Required Consent.

Notwithstanding the foregoing, for some Locations, the Internet Access will not include the underlying access medium (e.g. PSTN link, fiber optics, copper cable) due to applicable laws or regulations, or if the ISP does not or cannot provide the access medium. In such event, Orange will indicate on the relevant quotation or Order for Internet Essential that the Internet Access does not include the access medium, and Customer will be responsible for

procuring and providing a suitable access medium before the installation of the Internet Essential and will be responsible for maintaining the access medium throughout the Service Term.

1.3.4 **Internet Essential Acceptance.** The Internet Essential Service is considered ready for use when: (a) the result of the Orange acceptance test shows that Customer is able to receive and send the traffic from and to the internet; (b) Customer gets an IP Address of a DNS, and (c) Customer has received the correct number of usable IP Addresses.

1.3.5 **Service Management and Service Transition.** Orange will provide service management and support services for Internet Essential, as described in the Service Management service description. Orange will also provide support during the Internet Essential installation in accordance with and subject to the separate Service Transition service description. The Service Management and Service Transition and Customized Infrastructure Care are separate services and subject to additional charges.

1.3.6 IP Addresses

1.3.6.1 **Registration.** When the ISP supplies one IP Address, this IP Address is registered in an Internet Registry by the ISP. When additional IP Addresses are requested by Customer, whether or not additional charges apply to such IP Addresses, the ISP may require that the user contact name and other information be provided. For the Access Only service option, Customer will complete and file the application form with the appropriate Internet Registry using its own information, including contact name, and the IP Address will be registered under the Customer's name. For the Fully Managed service option, Orange will complete and file the application form, and the IP Address will be registered with the appropriate Internet Registry under Orange's name. Notwithstanding the foregoing, if more than one IP Address is provided by Orange or the ISP, then Customer will complete and file the application.

Customer is not authorized to, and it will not use any private or public IP Addresses that are not provided by Orange or the ISP for use with the Internet Essential. Subject to availability from the ISP, Customer may order a private IP Address range unless prohibited by applicable laws or regulations.

1.3.6.2 **Limitation and Ownership.** The public IP Addresses provided by the ISP for the Internet Silver and Internet Gold may be either a public IP Address registered by the ISP or a private IP Address translated into a public one. Orange provides only IPv4 addresses to Customer. The IP Addresses assigned by Orange or the ISP for use with the Internet Essential are dedicated to Customer and are not shared with other Orange customers. The IP Addresses will continue to be proprietary of the ISP (or Orange, as the case may be), and Customer will not transfer the IP Address to any person or entity (including, other ISP). Upon the expiration or termination of Internet Essential service for any reason, Customer will return and stop using the IP Addresses. Customer will also return the IP Addresses and stop using them if Orange informs Customer that Orange or the ISP determines that Customer has improperly used such IP Addresses.

1.3.6.3 **Number of IP Addresses.** Generally, the Internet Access includes one (1) public static or dynamic IP Address, and the internet link is terminated on a NTU (router or modem) supplied by ISP with Ethernet hand-off. If more than one dynamic or static IP Addresses are specifically requested by Customer, then Customer must notify Orange in writing before placing an Internet Essential order, and the Order must explicitly include such additional IP Address(es). Any additional IP Address(es) provided by Orange or the ISP may be subject to additional charges and may require that the ISP provision a new set of IP Addresses that is distinct from the IP Address otherwise used and provided for the Internet Access. Also, because retail Internet Access offered by certain ISPs may not include more than one (1) static IP Address or may not include a static IP Address, higher grade Internet Access may be required and will be subject to additional charges. Internet Essential includes DNS and DHCP services.

1.3.7 **Qualification/Testing Process.** Customer will provide all the information needed for Orange to properly provision the Internet Essential, including any information regarding Customer's requirements, technical specifications, and constraints regarding IP protocols. Orange will use reasonable effort to pre-qualify Customer's Location (based on the information provided by Customer) to confirm the availability of Internet Essential at the Location. For both the Access Only and Fully Managed service options, Internet Essential will be subject to a post-order qualification or testing process, pursuant to which the ISP will evaluate whether the Internet Access can be delivered to the Location, and the ISP may change the speeds at which it provides the Internet Access.

If for any reason, and notwithstanding anything to the contrary contained in the Agreement, the Internet Access requested or ordered by Customer is rejected by the ISP as a result of the post-order qualification or testing process, or because the upload and download speeds at which the ISP modem or router synchronizes are below the speeds otherwise represented or agreed upon by Orange, then Orange may cancel or suspend the fulfillment of the applicable Order for Internet Essential without liability. In such event, the Parties will negotiate in good faith to find an alternative solution, which may include the provision of Internet Access at speeds or with characteristics other than those originally requested or ordered by Customer or the provision of a leased line in lieu of Internet Access. Any alternative solution agreed upon by the Parties and any changes to the Charges required by such alternative solution will be set forth in writing (which may be in the form of a Change Order) signed by the Parties.

1.4 **Dual Options.** As optional features of the Internet Essential and subject to additional charges, Customer can order dual Internet Access circuits or dual Orange-Managed CE Routers.

1.4.1.1 **Dual Access Circuits.** Customer can order two Internet Access circuits for the Internet Essential. The following options are available to if Customer orders the Dual Access Circuits option:

(a) Customer can order dual load balancing whereby the Dual Access Circuits are configured in Active-Active Mode. Subject to availability, the Dual Access Circuits that can be provided by the same or different ISP(s). For

clarity, the Active-Active Mode configuration does not include failover switching configuration between either Internet Access in case the other Internet Access fails.

- (b) Subject to availability, Customer can order the Internet Access be provisioned with last-mile diversity whereby the Dual Access Circuits are configured in Active-Active Mode and will be routed by the ISP to the Location over different ISP network facilities. The Dual Access Circuits must both be Internet Gold circuits and must be provided by the same ISP. Customer acknowledges and agrees that the ISP may cease to provide last-mile diversity at any time, and Orange will not be liable if such event occurs.

1.4.1.2 **Dual CE Routers.** Customer can order that the Internet Essential be provisioned with two (2) Orange-Managed CE Routers so that traffic can continue to be processed through the functioning Orange-Managed CE Router in case of the other Orange-Managed CE Router fails. Both Orange-Managed CE Routers will be configured by Orange to operate as concurrent primary CE Routers. For clarity, the dual Orange-Managed CE Router option configuration does not include failover switching between the Orange-Managed Routers.

1.5 **Charges.** The Charges for Internet Essential include: (a) one-time Charges (e.g. installation of Internet Access, and Orange-Managed CE, etc.) and (b) monthly recurring Charges. Additional Charges will apply for additional IP Addresses, Dual Access Circuits, dual Orange-Managed CE Routers, and any Internet Access traffic cap agreed in writing by Orange. If Orange agrees to a traffic cap, then Customer is responsible for all charges for any Internet Access traffic that exceeds the cap.

1.6 **Data Processing**

Exhibit A 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: Internet Essential

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Internet Essential**.

Nature of the Processing Activities	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer. Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of each Service, such as recording, organization, modification, combination, pseudonymization, or anonymization.
Subject Matter of the Processing Activities	Duration
Activating and implementing the Services and changes to the Services. Delivering, operating, and managing the Services (including intrusion detection and monitoring the Services if ordered by Customer). Incident management and support.	For the necessary period to provide the Service plus 6 months.
In accordance with the Service Description and the options selected:	
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.	As long as necessary for the provision of the Services.
Types of Customer Personal Data to be Processed	Contact Data: first name, last name, email address, business address and telephone numbers, job role within the Customer. Support Data: Customer representative or end user service ticket information (including feedback, comments, or questions) and if applicable, Customer representative or end user telephone recordings for incident. Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr., etc.), username. Technical Data: Internet Protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system, and platform, as well as other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service.
Categories of Data Subjects	Employees of Customer and of its Affiliates.
Authorized Sub-Processors	Orange Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer. Orange suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.

END OF SERVICE DESCRIPTION FOR INTERNET ESSENTIAL