

PUBLICATION 1 SERVICE DESCRIPTION FOR VENDOR MANAGED SERVICE INTERNET

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 Internet Access option described in Clause 1.3.7.1 (Dual Access Circuits), both Internet Access circuits will be configured by Orange to function as concurrent primary Access Circuits.

"BIA" means broadband Internet Access.

"DIA" means dedicated Internet Access.

"Domain Name Server" or **"DNS"** means a server that implements the domain name system that defines procedures for referrals to other name servers and for the use of domain names in the delivery and retrieval of Simple Mail Transfer Protocol ("**SMTP**") email on the Internet.

"Domestic Traffic" means that both the origination and terminal endpoints of the outbound and inbound traffics are within the country where the Internet Access is installed by the ISP.

"Internet Access" means the Internet access service provided by an ISP.

"IP Address" means the numeric address assigned to Customer by Orange or by the ISP.

"ISP" means a third-party provider of the Internet Access.

"NTU" means the ISP's network termination unit device that is installed at the Location to enable Customer to receive Internet Access.

"Orange VPN Gateway" means the Orange VPN gateway that is connected via an IPsec tunnel to the Orange-Managed CE Router so that the Orange-Managed CE Router is accessible from the Orange network management platform in order to permit Orange to manage VMS Internet.

"Orange-Managed CE Router" means the Orange customer-edge router (including its hardware and software) CPE that Orange will install at a Location if Customer orders the Fully Managed service option described in Clause 1.3.2 below.

"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 VMS Internet at a Location.

"VMS Internet" means the Vendor Managed Service Internet Service described in this Service Description.

1.2 Overview

The Specific Conditions for Network Services apply to VMS Internet, and VMS Internet 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 1.3.1, or (b) Fully Managed option described in Clause 1.3.2. Both VMS Internet service options include Internet Access, which will be installed by the ISP at Customer's 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 in which the Customer Location is situated, the Internet Access may be provided via either the public Internet or the private network of the ISP.

1.3 Standard Service Elements

1.3.1 **Access Only Option.** The Access Only service option of VMS Internet only includes the provisioning of Internet Access at the Location. It does not include Orange-Managed CE Router.

1.3.1.1 **Internet Access Delivery Mediums.** The Internet Access will be installed at the Location using the access delivery medium selected by Customer from the list of access medium options made available by the ISP (e.g. xDSL, leased line, Ethernet, wireless local loop, etc.). The different access technologies may affect the quality of service of the Internet Access (e.g. uptime or transit delay, 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 Internet Access medium (e.g. PSTN, fiber optic, copper pair) 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 VMS Internet 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 VMS Internet and for maintaining the access medium for the duration of the Service Term.

1.3.1.2 **Dedicated Internet Access.**

(a) DIA provides Customer with a dedicated and symmetric bandwidth speed to a public IP Address range provided by the ISP. Notwithstanding the DIA bandwidth speed ordered by Customer (as indicated on the Order), only up to 80% of the ordered DIA bandwidth speed is guaranteed. The speed test method described in

Clause 1.3.1.2(c) below will be the one that either Party will use to measure the official speed of the Internet Access. The DIA bandwidth speed is only measured on Domestic Traffic, not non-Domestic Traffic. Customer is not authorized to, and it will not use any other public or private IP Address for the Internet Access. Subject to availability from the ISP, Customer may order a private IP Address unless prohibited by applicable laws or regulations. The default contention ratio admitted is 1:1; however, in some cases, the contention ratio may be 1:4.

- (b) Unless the DIA is to be deployed as an Access Circuit for either the Orange Business VPN Service or an Orange-provided underlay connectivity for the Flexible SD-WAN with Cisco, testing the speed of the DIA is not part of the VMS Internet acceptance test described in Clause 1.3.3 (VMS Internet Acceptance). If the DIA serves as the Access Circuit for either the Orange Business VPN Service or an Orange-provided underlay connectivity for the Flexible SD-WAN with Cisco, then the Orange field engineer will also test the Internet Access speed in accordance with the process described in Clause 1.3.1.2(c) below at the time of the VMS Internet 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 device via an Ethernet cable instead of a wireless connection. Except for the laptop connected to the NTU device, no other equipment or devices must be connected to the NTU, and the laptop must not be processing any other function or task during the speed test. Upstream and downstream speeds will be measured by pinging the Orange speed test server (up to 1 Gbps) at <https://speedtest.orange-business.com>. Speed measurements using other speed test methods or non-Orange speed test servers are not valid and will not be recognized in case of any contention that the Internet Access speed is less than 80% of the bandwidth speed ordered by Customer (as indicated on the Order). If the measured DIA speed is at least 80% of the DIA speed ordered by Customer, then the DIA is considered to be in proper operational condition and ready for Customer use.

1.3.1.3 **Broadband Internet Access.** BIA provides Customer with either symmetric or asymmetric throughput to a public IP Address range provided by the ISP. The usage of the BIA is not dedicated to Customer, which means that Customer will share the BIA bandwidth with other customers of Orange or the ISP. Notwithstanding the Internet Access bandwidth speed ordered by Customer (as indicated on the Order), no amount of BIA bandwidth speed is guaranteed. Customer acknowledges and accepts that the actual speed may be significantly slower than the ordered BIA bandwidth speed, and it is entirely Customer's choice to order BIA. Customer is not authorized to, and it will not use any other public or private IP Address for the Internet Access. Subject to availability from the ISP, Customer may order a private IP Address range unless prohibited by applicable laws or regulations. The default contention ratio admitted is "reasonable efforts" basis only.

1.3.2 **Fully Managed Service Option.** The Fully Managed service option of VMS Internet includes Internet Access, as described in Clause 1.3.1 (Access Only Option), as well as the Orange Managed CE Router with IPsec tunnel and Orange VPN Gateway (as described below).

1.3.2.1 **Orange-Managed CE Router with IPsec Tunnel.** Orange will install an Orange-Managed CE Router at the Location for use with the VMS Internet, and will configure, maintain, and manage such router.

The Orange-Managed CE Router will connect to the ISP's NTU via an Ethernet cable on the WAN side and to Customer's LAN via an Ethernet cable on the other side. As the Customer LAN will normally support a private IP Address range, in order for the Users to access the Internet, a Port Address Translation ("PAT") configuration will be used to translate all packets sourced from the Customer LAN (private IP Address) to the IP Address of the Orange-Managed CE Router (as assigned by the ISP).

An IPsec tunnel using 3DES or AES encryption is configured between the Orange-Managed CE Router and the Orange VPN Gateway. The management loopback IP Address of the Orange-Managed CE Router is reachable from Orange's management platform via the IPsec tunnel.

Customer and Orange will work together in good faith and will agree on the technical design of VMS Internet with the Orange-Managed CE Router.

1.3.2.2 **Orange VPN Gateway.** Orange will connect the Orange-Managed CE Router to an Orange VPN Gateway via an IPsec tunnel. The Orange VPN Gateway may be located in one of the following cities (speed dependent) (or such other cities, as determined by Orange): Amsterdam, London, Frankfurt, New York, San Francisco, Atlanta, Santiago de Chile, Sao Paulo, Manama, Mumbai, Tokyo, Singapore, Johannesburg, Stockholm, Sydney, and Hong Kong.

1.3.2.3 **Local Browsing/Public Internet Access.** For local browsing, the Internet Access allows Customer to locally access the public Internet. For the Access Only service option, the Internet Access is connected to Customer's equipment (e.g. Customer's SD-WAN router), and Customer is responsible and liable for ensuring that its equipment meets all requirements and specifications of the ISP for the Internet Access. For the Fully-Managed service option, the Internet Access is connected to the Orange-Managed CE Router, and Orange provides an IPsec encrypted tunnel through the Internet between the Orange-Managed CE Router and the Orange VPN Gateway.

1.3.3 **VMS Internet Acceptance.** The VMI Service is considered ready for use by Customer when: (a) the result of the Orange acceptance testing shows that Customer is able to receive and send inbound and outbound traffic; (b) Customer is able to use the ISP-provided DNS, and (c) Customer has received the correct number of usable IP Addresses.

1.3.4 **Service Management and Service Transition.** Orange will provide service management and support services for VMS Internet, as described in the Service Description for Service Management. Orange also will provide installation

support for VMS Internet in accordance with and subject to the separate Service Description for Service Transition. The Service Management and Service Transition and Customized Infrastructure Care are separate services and subject to additional charges.

1.3.5 IP Addresses

1.3.5.1 **Registration.** When the ISP supplies one IP Address, this IP Address is registered in Internet Registries (RIPE) directly 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 such additional IP Addresses. For the Access Only service option, Customer will complete and file the application RIPE registration form with RIPE NCC using its own information, including contact name, and the IP Address is registered under Customer's name. For the Fully Managed service option, Orange will complete and file the application RIPE registration form with the RIPE NCC, and the IP Address is registered under Orange's name. Notwithstanding the foregoing, if more than one IP Address is provided by Orange for VMS Internet, then Customer will complete and file the application RIPE registration form with RIPE NCC using its own information, including contact name, for such additional IP Address(es) if required by the ISP.

1.3.5.2 **Limitation and Ownership.** The public IP Address(es) provided by the ISP for the DIA or BIA Internet Access options may be either a public IP Address registered by the ISP or a private IP Address that is translated into a public one. Orange can provide only IPv4 addresses to Customer. The IP Addresses assigned by Orange to Customer are dedicated to Customer usage and are not shared with other customers. The IP Addresses will continue to be proprietary to the ISP and may not be transferred by Customer to any User or to any other ISP. Upon the expiration or termination of VMS Internet for any reason, Customer will return and no longer use the IP Addresses. Customer also will return the IP Addresses if Orange informs Customer that Orange or the ISP has determined in its sole discretion that Customer has improperly used such IP Addresses.

1.3.5.3 **Number of IP Addresses.** Generally, the Internet Access includes one (1) public static or dynamic IP Address and one (1) ISP customer premises equipment (router or modem-router) with Ethernet hand-off. If more than one dynamic or static IP Address is specifically required by Customer, then Customer must notify Orange in writing before placing an Order with Orange for the Internet Access, and the Order for the Internet Access must expressly include such additional IP Address(es). Any additional IP Address(es) provided by Orange 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. As part of VMS Internet, Orange provides DNS and DHCP.

1.3.6 **Qualification/Testing Process.** Customer will provide all information reasonably necessary for Orange to properly provision the VMS Internet to Customer, including any information regarding Customer's requirements, technical specifications, and constraints regarding IP protocols. Orange will use reasonable efforts to pre-qualify Customer's Location (based on the information provided by Customer to Orange) to confirm the availability of VMS Internet for such Location. For both the Access Only and Fully Managed service options, VMS Internet will be subject to a post-order qualification or testing process, pursuant to which the ISP will evaluate whether the Internet Access can be supported at 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 upstream and downstream 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 VMS Internet 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.

1.3.7 **Dual Options.** As optional features of the VMS Internet and subject to additional charges, Customer can order dual Internet Access circuits or a secondary Orange-Managed CE Router.

1.3.7.1 **Dual Access Circuits.** In lieu of a single Internet Access, Customer can order two Internet Access circuits ("**Dual Access Circuits**") at a Location. Customer can order the following options if Customer orders Dual Access Circuits for the Location:

- (a) Customer can order dual load balancing whereby the Dual Access Circuits are configured as Active-Active Mode. Subject to availability, the Dual Access Circuits that can be the same or different from each other (i.e. DIA primary/DIA secondary, BIA primary/BIA secondary, DIA primary/BIA secondary, or BIA primary/DIA secondary) and can be provided by the same or different ISP(s). For clarity, the VMS Internet configuration does not include continuity switching between either Internet Access in case the other Internet Access fails.
- (b) Subject to availability, Customer can order last-mile diversity whereby the Dual Access Circuits are configured as 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 DIA circuits and must be provided by the same ISP.

1.3.7.2 **Dual CE Routers.** In lieu of a single Orange-Managed CE Router, Customer can order two Orange-Managed CE Routers for mission critical Locations. For clarity, the VMS Internet configuration does not include continuity switching between either Orange-Managed Router in case the other Orange-Managed Router fails.

1.3.8 **Charges.** The Charges applicable to VMS Internet include one-time Charges (e.g. installation of Internet Access, Orange-Managed CE Router, etc.) and monthly recurring Charges (which may be based on the applicable bandwidth, Location and any Orange-Managed CE Router provided). Additional Charges will apply for multiple IP Addresses, optional service features (including the options described in Clause 1.3.7 Dual Options), and any traffic capped offers agreed upon by Orange. If a traffic cap applies, then Customer is responsible for all charges applicable to any traffic that exceeds the cap.

1.4 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: VMS Internet
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).	No
Location Data (geographic location, device location).	No
Customer Relationship Management 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.	No

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.	No	
Carry the traffic of customers' end-users.	No	
Hosting.	No	
Other. [if yes please describe]	No	

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.	According to customer’s usage.

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.	N/A
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.	N/A
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 VENDOR MANAGED SERVICE INTERNET