



SPECIFIC CONDITIONS FOR ORANGE INTEGRATION SERVICES

1. **Definitions.** The following capitalized words and phrases will have the meanings given below in this Clause 1 (*Definitions*). Capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions.

"Business Hours" means the normal Orange working hours for each Business Day.

"CPE" means the equipment (including hardware, cables, connectors, and related software) that is supplied by Orange as part of the Services and managed by Orange for use with such Services at the Locations. For the avoidance of doubt, CPE is never owned by Customer.

"Equipment" means the hardware, including embedded software, for which Orange provides Integration Services.

"License" means the Software licensor's authorization for Customer's or User's use of its Software and the terms and conditions applicable thereto.

"Operational Support Services" means any or all of the types of Orange maintenance services described in the Service Description for Operational Support Services.

"Vendor" means the manufacturer or supplier of a Product or Equipment, including its subcontractors and agents.
2. **Product and Service Pricing.** In the event that third party supplier costs to Orange increase (e.g., shipping costs, warehousing costs, prices quoted for Products and Services, etc.), then Orange may adjust the Charges accordingly, and Customer agrees to pay such adjusted Charges. Orange will not, however, increase any Charges applicable to Services for which Customer has pre-paid for a set term (e.g., 1 year, 3 years, etc.) during such term or any Charges for Products set forth in an accepted Order, but if Orange is billed by a Vendor in a currency different from the currency invoiced to Customer, Orange may charge Customer for any losses associated with fluctuations in currency exchange rates and timing of payment.
3. **Change Orders.** If Customer requests the postponement of the delivery date for Products, Orange may require an advance payment of 75% of the Charges for such Products. This prepayment will be due on the delivery date originally indicated on the relevant Order. Customer also will reimburse Orange for any additional costs (e.g., warehousing, etc.) incurred by Orange due to the postponement of the delivery of any Product. Customer may change shipment instructions for Products in a previously accepted Order at any time prior to shipment from the Vendor; however, Customer will be charged for and will pay all fees incurred by Orange for such revision, including restocking charges from the Vendor and freight charges for returning the Products to the Vendor, and any increase or decrease in the price will be passed through to Customer.
4. **Early Termination of Integration Services Orders.** The fees and charges specified in this Clause 4 are in lieu of any termination fees or charges otherwise specified in the General Conditions:
 - (a) **Products.** Customer may terminate any Order for Products prior to the date of shipment from the Vendor; however, Customer will be responsible for all costs incurred by Orange as a result of such termination, including all restocking, refurbishment, or cancellation charges, plus an administration fee equal to 15% of such restocking, refurbishment, or cancellation charges. Any such termination must be made in writing and will be effective only upon acceptance by Orange, which will not be unreasonably withheld.
 - (b) **MAC Services.** Customer may terminate moves, adds, changes, and deletions of standard Integration Services (collectively, **"MAC Services"**) in advance of Orange's performance thereof upon no less than 3 days' prior written notice to Orange; however, Customer will pay any costs incurred by Orange with respect to its preparations for such MAC Services. MAC Services do not include any similar services that Orange provides pursuant to a Professional Services SOW.
 - (c) **Operational Support Services.** If Customer terminates Operational Support Services other than in accordance with Clause 7.3 (*Termination for Cause*) of the General Conditions or if Orange terminates Operational Support Services under Clause 7.3 of the General Conditions, then Customer will (i) not receive a refund of any prepaid Operational Support Services Charges, (ii) pay any remaining termination and other unrecoverable charges payable to Vendors or other third party suppliers for which Orange is or becomes contractually liable on behalf of Customer as a result of such termination, and (iii) pay the aggregate amount of monthly charges (if any) applicable to the Operational Support Services for the remaining portion of their Service Term on the date of such termination.
 - (d) **Service Information.** Upon the cancellation or termination of any Order or Service, Customer will provide all information reasonably requested by Orange regarding the Order or Service as of the date of termination, including the Location address, contact name, telephone number, and Location ID.
5. **Cancellation or Revision by a User.** If a User makes any request for cancellation or revision of an Order directly to Orange, Orange will advise the User to contact Customer, and Orange will not be obligated to take any further action on such requests without further authorization by Customer.
6. **Trade Controls, Logistics Services, Delivery and Customs Clauses.** The Trade Controls, Logistics Services, Delivery, and Customs Clauses set forth in the Publication apply to the Integration Services.
7. **Risk of Loss.** Upon delivery of Products to the first carrier, Customer will bear all risk of loss, damage, or destruction. Customer will ensure that appropriate personnel are available to take control of the shipment when it is delivered at the address designated by Customer in its Order.

8. **Title.** Title of Products passes to Customer upon delivery to the first carrier; however, Orange hereby reserves and maintains, and Customer hereby grants and conveys to Orange, a purchase money security interest in Products (or its equivalent under applicable local law) until such time as Customer remits full payment of all amounts due for Products hereunder to Orange. Customer (a) will execute all documents requested by Orange for the purposes of perfecting its security interest in Products, and (b) will take any and all steps required by Orange to maintain a valid continuing security interest in or other liens on Products. All costs, expenses, and taxes incurred by Orange in connection with any of the foregoing (including attorneys' fees and disbursements) will be the responsibility of Customer. Without limiting the generality of the foregoing, Orange may file a copy of the Agreement as a financing statement. Customer's right to possession and interest in Products will cease immediately upon Customer's failure to make payment in full on the due date or if Customer is declared bankrupt or a receiver or administrator is appointed in respect of Customer. In such cases, without prejudice to any other rights of Orange, Orange will be entitled to enter Customer's or the End User's premises for the purpose of recovering Products.

9. **INVOICING AND PAYMENTS**

- (a) **Operational Support Services.** Customer will be invoiced for Operational Support Services on a per unit basis, commencing (i) for Products as of the date the Product is shipped from the Vendor (unless otherwise agreed upon by the Parties in writing), and (ii) for existing Equipment, on the date mutually agreed to by Orange and Customer for the existing Equipment. Charges for Maintenance Services are due and payable in full, in advance for the entire Service Term of the Order unless expressly stated otherwise in the Charges Schedule or the applicable Order, and are non-refundable.
- (b) **Deployment and MAC Services.** Customer will be invoiced for Deployment (excluding Equipment procurement) and MAC Services upon their completion, except that Charges for installation Services will be billed with the Operational Support Services Charges if Customer orders installation Services for Equipment also covered by the Operational Support Services.
- (c) **International Procurement Services.** Orange will invoice Customer within 30 days after the Products have been shipped from the Vendor. Customer's obligation to remit payment for Products is not contingent upon acceptance of the Products by Customer.
- (d) **Charges.** Charges and fees for Integration Services are as specified in the Charges Schedule, the applicable Service Description, or in quotes issued by Orange and reflected in Orders. Any Out of Scope Work provided by Orange will be charged at the applicable Hourly Labor Rate plus an administrative charge of 15%.

10. **LIMITATION OF WARRANTIES.** The following paragraph supplements the warranty disclaimers set forth in Clause 6 (*Exclusions and Limitations of Liability*) of the General Conditions.

All Products, Spares (as defined in the applicable Service Description), and Vendor-branded maintenance services are supplied "AS-IS", and Customer will have only such warranties, express or implied, if any, as provided by the applicable Vendor or third party licensor. Orange does not warrant, guarantee or make any representations concerning the use or the results of use of, or the correctness, accuracy, reliability, capacity or limitations related to the Products. Orange does not warrant that the functions contained in the Products will meet Customer's requirements or expectation or that the operation of the Products will be uninterrupted or error free. Customer understands that such limitations may restrict or limit the capabilities or performance characteristics of the Products. Customer acknowledges that it has selected the Products and Vendor-branded maintenance services on the basis of its own judgment and expressly disclaims any reliance upon any statements made by Orange. In no event will Orange be responsible for software defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by the licensor.

11. **SOFTWARE LICENSES.** For software furnished to Customer in connection with any Integration Services, Customer authorizes Orange to act on its behalf to obtain from the software licensor and in Customer's name the required number of personal, non-transferable and nonexclusive Licenses to use the software in object code format and related documentation. These licenses will be limited to use of the software with the Products or Equipment for which the software was obtained. All Licenses will be subject to the terms and conditions of the software licensor, and Customer will comply with all terms and conditions of the Licenses. Customer agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software. Notwithstanding anything to the contrary contained in the General Conditions, if the terms of the Agreement conflict with the Licenses, then the terms and conditions of the Licenses will control with respect to Customer's use of the software. Customer further acknowledges that the software is copyrighted by the software licensors, and Customer agrees to comply with the rights of the software licensor under all relevant copyright laws.

12. **CPE.**

- 12.1 The CPE will remain the sole and exclusive property of Orange or its suppliers, and no User will obtain any property rights or interest in the CPE.
- 12.2 The Parties will agree to the dates for the installation and connection of CPE, and Customer will provide all necessary assistance to enable Orange to complete the installation, connection, and disconnection of CPE.
- 12.3 Customer will not sell, assign, sub-let, pledge or part with possession or control of CPE or any interest therein, and Customer will keep CPE free from distress, liens or claims of lien.
- 12.4 Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on CPE. Customer will not modify or move the CPE or allow anyone other than Orange to modify or move the CPE without Orange's express written permission.
- 12.5 Customer will maintain proper environmental conditions (e.g., air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or CPE manufacturers.

- 12.6 Customer will provide a secure and safe environment for the CPE with adequate access to data communications circuits and a back-up power supply, including protecting the CPE from tampering and any usage outside of the provision of the applicable Service.
- 12.7 Prior to commencement of installation of any CPE, Customer will advise Orange of potential health hazards to Orange personnel providing Services at the relevant Location, including any hidden power, gas or water lines, and the existence of any material constituting a health risk (e.g. asbestos).
- 12.8 Upon termination or expiration of the relevant Order, Customer will surrender possession of CPE to Orange in good order, repair, and condition, reasonable wear and tear excepted.
- 12.9 Orange will maintain the CPE in good working order for the duration of the Service Term. If a lapse in the Service is caused by a failure in the CPE, then Orange will repair the fault following notification of the failure by Customer or detection of the failure by Orange, whichever occurs first. Orange may be required to dispatch a field engineer to the Location to repair the CPE, and Customer will promptly provide access to the Location where the CPE is installed.
- 12.10 Orange may charge Customer the Hourly Labor Rate for time attributable to, and for Expenses and the costs of materials it incurs as a result of, visits to a Location or repairs to CPE that are required due to: (a) damage to the CPE not caused by Orange; (b) repairs carried out by non-Orange personnel that have not been approved by Orange; (c) modifications to the CPE that have not been approved by Orange or have been carried out by personnel not approved by Orange; (d) improper treatment of the CPE by Customer; (e) failure by Customer to meet Orange's or the CPE manufacturer's specifications on environmental conditions; or (f) User's negligence or intentional misconduct.
- 12.11 Customer will be liable for any loss or damage to the CPE beyond reasonable wear and tear and for all costs (including cost of labor and material), incurred by Orange to repair or replace the lost or damaged CPE, unless such CPE loss or damage was caused by, or the repair or replacement was necessary due to, the fault of Orange, its Subcontractors, or agents. If the CPE is damaged or destroyed by any User, Customer will notify Orange within 2 days of such damage.

END OF SPECIFIC CONDITIONS FOR ORANGE INTEGRATION SERVICES