



SPECIFIC CONDITIONS FOR ORANGE NETWORK SERVICES

1. **Definitions.** The following capitalized words and phrases will have the meanings given below in this Clause 1 (*Definitions*). All 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.
2. **Provision of Network Services.**
 - (a) No later than 14 days after the date on which Orange accepts the applicable Order, Customer will provide to Orange all router configurations that may be needed for IP Service implementation. If Customer fails to so provide such router configurations, then Orange will install the router(s) with a basic or “Vanilla” configuration, for which Customer will pay an additional fee. The Vanilla configuration will allow Orange to perform Acceptance Tests locally on the connection, but the Network Service will not be operational and no acceptance testing may be performed by Customer, as provided in Clause 2(b) below, until Customer provides the router configurations to Orange. Upon receipt of the router configurations from Customer, Orange will perform the Acceptance Tests using such configurations. Notwithstanding anything to the contrary contained in this Agreement (except for Clause 4 below), Customer will pay Orange for the Service as of the date on which Orange successfully completes all Acceptance Tests using the Vanilla configuration.
 - (b) Orange will perform installation services at a Location during Business Hours, and Customer will ensure that Orange can begin such installation at least two (2) hours before the close of Business Hours. Customer may elect to have Orange perform the installation services at the Location outside of Business Hours, subject to additional Charges. If installation of a Network Service at a Location is to be performed during Business Hours, but a User or local Customer contact at the Location does not provide Orange with access to the Location as required during Business Hours, Orange will contact Customer about the failure to so provide access, and Orange will be relieved of its obligation to install the Network Service at the Location until Customer provides the required access or agrees to pay additional Charges for installation services provided outside of Business Hours. Clause 2.4 (*Out of Scope Work*) of the General Conditions will apply to any failed service visits by Orange, and Customer’s failure to provide Orange with the access required to the Location will not relieve Customer of its, or delay Customer’s, obligation to pay for the relevant Network Service.
 - (c) Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Committed Delivery Date. Orange will notify Customer of the successful completion of the Acceptance Tests (“**Service Commencement Notice**” or “**Ready for Service Notice**”). Customer will be deemed to have accepted a Network Service on the date on which Orange issues a Service Commencement Notice for that Network Service, unless Customer notifies Orange in writing of a material fault in the Network Service within 5 Business Days of Customer’s receipt of the Service Commencement Notice. In such event, the acceptance process described in this Clause 2(c) will be repeated. Nothing contained in this Clause 2(c) is intended to limit or modify the terms of Clause 2(a) above.
 - (d) Wireless local loop (“**WLL access**”) provided in particular regions and countries (e.g., Ghana, Morocco, etc.) lacks the encryption and strong authentication features required by, and therefore does not comply with or meet, Orange’s security standards or such other Orange security policy, which may be modified from time to time. Notwithstanding anything to the contrary contained in the Agreement (including any and all provisions relating to data privacy or protection), Orange makes no representations or warranties regarding the security of the WLL access or any Service with WLL access or the protection or privacy of the network traffic (including Customer data, voice or video traffic) that may be transmitted through the Orange Network or Orange Voice Network using WLL access or such Service. Without limiting the foregoing, the obligation of Orange to maintain safeguards at least equivalent to those generally prevailing in the telecommunications industry to protect Customer’s data against destruction, loss, alteration or unauthorized access while such data is held in or being transmitted through the Orange Network or Orange Voice Network does not apply to any Service with WLL access. To meet any applicable security requirements or to ensure the security and protection of Customer’s network traffic, Customer must implement additional security features or services (e.g., LAN-to-LAN encryption, etc.) to safeguard the network traffic against destruction, loss, alteration or unauthorized access. It is Customer’s responsibility to design a comprehensive security program, and Customer will be solely responsible for its own network security policy and security violation response procedures.
3. **Tail Circuit Allowance.** With respect to Tail Circuits, Customer is solely responsible for ensuring that the unobstructed distance between (a) the last point of responsibility of the TO (“**Demarcation**”) and (b) the first piece of equipment or its connective cabling on the Customer side of the Demarcation, is 50 feet/15 meters or less (the “**Allowance**”), unless Orange approves a greater Allowance in writing.
4. **Invoicing.** Subject to Clause 2(c) above, Charges for Network Services will commence from the Date of Acceptance of the Network Service at a Location, except that (a) Tail Circuit Charges will commence from the date of installation of the Tail Circuit by the TO, and (b) any Software license Charges will commence from the date of delivery of the Software to Customer.
5. **CPE.**
 - 5.1 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.
 - 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 Customer will maintain proper environmental conditions (e.g., air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or CPE manufacturers.
- 5.6 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.
- 5.7 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).
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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.

6. TERMINATION OF SERVICES.

- 6.1 **Cancellation of Orders.** Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Service or cancellation (including any amounts payable to any third party suppliers or TOs for which Orange is liable on behalf of Customer).
- 6.2 **Termination of Orders and Termination Liability.** If Customer terminates an Order or Service for any reason during the applicable Service Term, then Customer will provide Orange with at least 90 days prior written notice ("**Minimum Notice Period**") using the Orange-prescribed termination or cancellation form (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term (1) Customer terminates an Order other than pursuant to Clause 7.3 (*Termination for Cause*) or Clause 7.4 (a) of the General Conditions, or (2) Orange terminates an Order pursuant to Clause 7.3 or Clause 7.4 (*Termination as SLA Remedy or Occurrence of Force Majeure*) of the General Conditions, then Customer will pay: (a) all accrued but unpaid charges incurred through the date of termination, plus (b) the following termination charges: (i) Customer will reimburse Orange for all third party charges, including an amount equal to the aggregate of the Charges for Tail Circuits that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (ii) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (iii) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of disconnection, based on the original price paid by Orange for the CPE plus 15% of such original price as a fee for administration and disconnection; and (iv) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g., installation waiver credit) on a prorated basis.

The termination liability set forth in this Clause 6.2 is in addition to any other remedies available to Orange.

- 6.3 **Termination Information.** Upon the cancellation or termination of any Order or Service, Customer will provide all information reasonably requested by Orange regarding the Service as of the date of termination, including the Location address, contact name, telephone number, and Location ID.

END OF SPECIFIC CONDITIONS FOR ORANGE NETWORK SERVICES