

## **PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH ZOOM®**

### **1.1 Definitions**

All capitalized terms used but not defined herein will have the meanings given to such terms 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 set forth herein will control for purposes of this Service Description.

“**End User**” will have the meaning defined in the Zoom Terms of Service.

“**Host**” will have the meaning defined in the Zoom Terms of Service.

“**Orange Voice Service**” means the Orange Business Talk Service or the Orange Contact Center Access.

“**Order**” means the order for Business Together with Zoom.

“**Participant**” will have the meaning defined in the Zoom Terms of Service.

“**User**” individually and collectively means: (a) Customer, (b) the Customer Affiliate that is designated in the Order as the recipient of the Zoom Services, (c) an End User, (d) a Host, and (e) a Participant.

“**Zoom Global DPA**” means the Zoom Global Processing Addendum set forth at [https://zoom.us/docs/doc/Zoom\\_GLOBAL\\_DPA.pdf](https://zoom.us/docs/doc/Zoom_GLOBAL_DPA.pdf) or any other URL made available by Zoom from time to time.

“**Zoom Services Descriptions**” means the Zoom services descriptions set forth at [www.zoom.us/docs/en-us/services-description.html](http://www.zoom.us/docs/en-us/services-description.html) or any other URL made available by Zoom from time to time.

“**Zoom Services**” means, individually and collectively, the Zoom Meeting services, Zoom Phone services or other services provide by Zoom and expressly identified in the Order.

“**Zoom Terms of Service**” means the Zoom Reseller Customer Terms of Service set forth at <https://zoom.us/docs/en-us/EULA-terms-of-service.html> and any other terms of service that Zoom may publish or make available from time to time.

“**Zoom Terms**” collectively means the Zoom Terms of Service, Zoom Services Descriptions, Zoom Global DPA, and any other terms, conditions or publications that Zoom may publish or make available from time to time.

“**Zoom**” means Zoom Video Communications, Inc.

### **1.2 Overview**

Business Together with Zoom is comprised of two main components, namely: (a) the Zoom Services, which are provided by Zoom directly to Customer and other Users, and (b) the Service Management Services, which are provided by Orange directly to Customer, as described in Clause 1.5 below.

### **1.3 Zoom Services**

#### **1.3.1 Notwithstanding anything to the contrary contained in the Agreement with respect to the Zoom Services:**

- (a) Customer will receive the Zoom Services expressly identified in the Order. The Zoom Terms of Service apply directly between Zoom and Customer. Zoom will provide the Zoom Services to Customer in accordance with the Zoom Terms of Service.
- (b) The Zoom Services and all Users’ access to or use of the Zoom Services are subject to the Zoom Terms. Orange is not a party to the Zoom Terms.
- (c) The Zoom Services only include the features and functionality as provided and made available by Zoom. Zoom may, in its sole discretion and at any time, modify, update, or change the Zoom Services, Zoom Terms, and the software that enables the Zoom Services, provided that Zoom will not materially reduce the core functionality or discontinue any Zoom Services without providing prior written notice thereof to Customer. In the event Zoom does materially reduce the core functionality of or discontinues the Zoom Services, Customer may, as its sole and exclusive remedy, terminate the affected Zoom Services without liability (other than payment of accrued and unpaid charges and fees for Zoom Services and Service Management Services provided through the date of termination) within thirty (30) days of Customer’s receipt of such notice from Zoom.
- (d) Zoom is the service provider of the Zoom Services. Orange, acting only as a Zoom-authorized reseller of the Zoom Services, is not the service provider of the Zoom Services and does not provide any portion or component of the Zoom Services. Orange and Zoom are not affiliated entities, partners, joint venturers, or subcontractors of each other. Whenever Orange provides any User with tier 1 support or other assistance regarding the Zoom Services, such assistance is provided through the Orange Service Management Services described in Clause 1.5 below, not through the Zoom Services. All Zoom Services (including service issue resolution, quality of service, customer support, etc.) are governed exclusively by the Zoom Terms.
- (e) Orange resells the Zoom Services on an “AS IS” basis and without any warranty (whether express or implied). Orange fully disclaims any and all liability and will not be liable for any damages (whether arising under breach of contract, tort, or any other legal theory) in connection with any claims related to or arising from the Zoom Services. Orange shall not be liable (whether directly or indirectly) to Customer, any Users or any third parties for any Losses arising from or related to the Zoom Services, including any Losses arising from or related to Zoom’s failure to provide the Zoom Services; any breach or violation by Zoom, any User, or any third party of the Zoom Terms or any legal or regulatory requirements applicable to the Zoom Services; any Users’ or any third party’s use of the Zoom Services; or any data or security breach related to or arising from the Zoom

Services. The selection of the Zoom Services is entirely Customer's decision, and the use of the Zoom Services is at the Users' own risk and discretion.

- (f) Without limiting the foregoing, all provisions in the Agreement regarding the obligations of Orange in regard to security, data protection, audits, benchmarking, price reviews, discounts, indemnities, representations, warranties (whether express or implied), exclusions, and limitations of liability, governing law, and covenants do not and shall not apply to the Zoom Services.

1.3.2 The terms and conditions for resale of third-party products and services set forth in the Specific Conditions for Installation, Maintenance, Equipment Resale, and Other Orange Integration Services apply to the resale of Zoom Services.

1.3.3 Customer represents and warrants that it is not procuring or using the Zoom Services as a Government Contractor or for a Government. As used herein, "**Government**" means a federal, state, or local government of any jurisdiction, including the bodies, organs, agencies, entities, departments, or organizations of such government, and "**Government Contractor**" means a contractor, supplier, or service provider of the Government.

#### 1.4 Orange Voice Service

1.4.1 Business Together with Zoom does not include Orange Voice Service. The Charges for Business Together with Zoom do not include the Charges for any Orange Voice Service.

1.4.2 If Customer wants to receive the SIP Connected Audio in connection with the Business Together with Zoom, then it must order an Orange Voice Service from Orange.

#### 1.5 Service Management Services

Orange will provide Service Management Services, which are separate from the Zoom Services. Service Management Services consist of one of the delivery models described in Clause 1.5.1 and one of the support plans described in Clause 1.5.2, as selected by Customer, and identified in the Order.

1.5.1 **Delivery Services.** Customer will choose one of the following delivery models, which will be applied to all sites and Users:

- (a) **Zoom Platform and Main Site Configuration:** Orange will create: (i) one Customer account on the Zoom platform, (ii) one Customer site account, and (iii) one End User account that is given administrative rights.
- (b) **Sites Level Implementation:** Orange will: (i) create one Customer account on the Zoom platform, (ii) create accounts for all Customer sites, and (iii) assign the phone numbers to each Customer site.
- (c) **End User Level Implementation:** Orange will: (i) create one Customer account on the Zoom platform, (ii) create accounts for all Customer sites and End Users, and (iii) assign phone numbers to all Customer sites or End Users.

Upon Orange request, Customer will provide all information (e.g. site information, phone numbers, End User information, etc.), direction and cooperation that is reasonably necessary for Orange to provide the selected delivery model.

1.5.2 **Support Plans for Business Together with Zoom.** Customer will select one of the following support plans, which will be applied to all Customer sites and Users:

- (a) **Basic Support Plan:** Under the basic support plan, Orange will provide Customer with access to designated English and French speaking technical support team, who will be Customer's primary point of contact for tier 1 technical support regarding Zoom Services-related Incidents. The technical support team will be available 24 hours per day and 7 days per week. The technical support team will only respond to service requests if they are made by Customer's service desk personnel.
- (b) **Essential Support Plan:** The essential support plan consists of the above-described basic support plan plus access to Spanish speaking technical support team. The technical support team will assist Customer's administrator with the Zoom Services portal configuration.
- (c) **Premium Support Plan:** The premium support plan consists of the above-described essential support plan plus tier 1 technical support for Customer employees who are End Users in order to help them to use the Zoom Services.

1.5.3 **Customer Experience Manager.** The basic, essential, and premium support plans include a Customer Experience Manager resource, who will assist Customer to develop a plan for the adoption of the Zoom Services within Customer's organization.

#### 1.6 Service Term

1.6.1 The minimum Service Term for the Business Together with Zoom is 12 months, unless agreed by Orange in the Order.

1.6.2 If Orange is no longer authorized to resell the Zoom Services for whatever reason, Zoom may require Orange to assign the Order for the Zoom Services to Zoom or Zoom's designee. In such event, and notwithstanding anything to the contrary set forth in the Agreement, Customer agrees that Orange may assign such Order to Zoom or Zoom's designee without notice.

1.6.3 If the Zoom Services are terminated because Orange is no longer an authorized reseller of the Zoom Services and the Order for the Zoom Services is not assigned to Zoom or Zoom's designee, then – to the extent Customer has pre-paid the Charges for the Business Together with Zoom – Orange will prorate the pre-paid Charges on a monthly

basis based on the total number of months in the Order Term and then issue a credit to Customer's account in an amount equal to the monthly prorated amount multiplied by the number of months remaining in the Order Term as of the date of service termination.

## **1.7 Charges**

- 1.7.1 The Charges for the Business Together with Zoom will be invoiced by Orange according to the Zoom Services subscription plan selected by Customer (e.g. monthly subscription, annual subscription, etc.). Depending on the subscription plan selected by Customer, the Charges for the Business Together with Zoom may include one-time Charges, monthly recurring Charges, or usage Charges. For clarity, the fact that Orange will invoice Customer for, and Customer will pay to Orange the Charges for the Zoom Services does not make Orange the provider of the Zoom Services, and it does not make Orange a third-party service provider, subcontractor, agent, or representative of Zoom.
- 1.7.2 If: (a) Customer terminates the Order for convenience before the Order Term's expiry date; (b) Orange terminates the Order for cause pursuant to a relevant provision of the Agreement before the Order Term's expiry date; or (c) Zoom terminates the Zoom Services pursuant to the Zoom Terms, then Customer will pay to Orange all Charges associated with the unused portion of the Order Term plus all the Charges for the Business Together with Zoom provided to Customer up to the date of service termination.
- 1.7.3 Notwithstanding anything to the contrary otherwise contained in the Agreement, the Charges for the Business Together with Zoom are only valid for the duration of the Order Term. Orange may change the Charges for the Business Together with Zoom upon any renewal of the Order Term. Orange will notify Customer of the changes to the Charges reasonably in advance of the renewal, and the revised Charges will apply unless the Order Term is not renewed.

## **1.8 Data Processing**

Exhibit A sets out the Description of Processing of Personal Data for Service Management Services portion of the Business Together With Zoom, which includes 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. For clarity, such Description of Processing does not cover Personal Data that are processed by Zoom in connection with the Zoom Services.

## EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER – ARTICLE 28 OF GDPR

### Name of the Service: Business Together with Zoom

This Exhibit A only applies to the Service Management Services portion of the Business Together with Zoom and does not apply to the Zoom Services or the Orange Voice Service.

#### 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.).	No
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.).	No
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).	Yes
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 (if the invoice shows the name and details of the contact person for receiving the invoice for Customers).	Yes	For the period required by applicable law.
Itemized billing (including traffic / connection data of end-users who are natural persons).	Yes	Traffic / connection data of end-users who are natural persons are anonymized or deleted 12 months after the creation of the invoice.
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	No	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	

**ExA.4 Purposes of Processing**

Provision of the service to Customer, manage the service, cessation at end of contract.
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**ExA.5 Categories of Data Subject**

Customer's employees / self-employed contractors using the service who are natural persons: internal users of the Customer.	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 BUSINESS TOGETHER WITH ZOOM®**