

PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNET DIRECT SERVICE

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.

"**CE Router**" means the customer-edge router for the Service that is installed at the Location.

"**CPE**" means the CE Router that is owned, managed, and installed by Orange at the Location.

"**CSU/DSU**" means Channel Service Unit/Data Service Unit.

"**DNS**" means Domain Name System.

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

"**IP**" means Internet Protocol.

"**ISP**" means an Internet service provider.

"**Multi-Homed Network**" means a network that is connected to the Internet through Orange and at least one other ISP.

"**Network**" will have the meaning defined in the Specific Conditions for Orange Network Services.

"**PE Router**" means the Orange provider-edge router located in the Network.

"**POP**" or "**Point of Presence**" means the Orange facility where traffic is exchanged and routed.

"**Service**" means the Internet Direct Service described in this Service Description.

"**Single-Homed Network**" means a network that is connected to the Internet only through Orange.

1.2 Overview

The Specific Conditions for Orange Network Services apply to the Service. The Service only provides the features and functionality set forth in this Service Description. The Service provides access to the public Internet, as well as to IP protocol transport, as described in this Service Description.

1.3 Standard Service Elements

- 1.3.1 **Access Method.** Orange will provide and connect a dedicated Ethernet access to the CE Router, provided that Customer is responsible for ensuring that: (a) the distance from the carrier termination point to the location at the Customer site where the CE Router is to be installed is no more than 15 meters (or 50 feet), and (b) the cabling path from the carrier termination point to the CE Router is un-obstructed and that no drilling or construction is required to run any wire or cable from the carrier termination point to the CE Router. Customer must connect to a Service node, and Customer will be responsible for any extension of in-house wiring if the foregoing specifications are not met. For IP routing, Orange provides static routing (point to point) for a Single-Homed Network. Orange can provide dynamic routing as an optional feature with BGP-4 for Multi-Homed Network, as described in Clause 1.4.2 (IP Routing) below.

1.3.2 Technical and Operational Requirements.

- 1.3.2.1 **Connection Equipment.** Unless Customer subscribes to an Orange-managed CE Router, Customer will:
- (a) provide a CE Router that can support IP routing and a serial interface that is compatible with the Service;
 - (b) isolate and resolve any problems with the CE Router, CSU/DSU or its local network and applications;
 - (c) provide the cables to connect the CE Router for access to the Service;
 - (d) install, maintain, and configure the CE Router's hardware and software;
 - (e) in the case where Customer does not order the Access Circuits from Orange, isolate, and resolve problems with the CE Router and the Access Circuits; and
 - (f) in the case where an analog Access Circuit is used with the Service, provide, install, maintain, and configure the CE Router for access to the Orange POP.

1.3.2.2 Customer Routing Configuration

- (a) **Single-Homed Network.** If Customer has a Single-Homed Network, Orange will configure a list of static routes when provisioning the Service in order to support the routing of Customer's IP Address numbers. Customer will configure the appropriate static routes in its CE Router to connect to the Service. In addition, Customer will configure the routing within its own local network.
- (b) **Multi-Homed Network.** If Customer has a Multi-Homed Network and has elected to receive the IP Routing optional feature described in Clause 1.4.2 (IP Routing) below, Orange will configure the dynamic routing during the Service installation in order to support the routing of the Customer's IP Address numbers. Customer is responsible for providing a configured Autonomous System ("**AS**") at the time of the Service installation. Orange will use the Border Gateway Protocol Version 4 ("**BGP-4**") dynamic routing for the multi-homed configurations. If Orange does not manage the CE Router, then Customer will configure BGP-4 in its CE Router for access to the Service. Customer also will configure the routing within its own local network. BGP-4 is not recommended for access rates that are less than 1024 kbps. Customer must obtain the AS number necessary for the operation of the BGP-4 from the appropriate local authority or registry.

- 1.3.2.3 **Servers and Access Applications.** Customer is responsible for (a) providing and ensuring the proper functioning of the servers and applications that are to be used to access the Internet, and (b) providing, installing, maintaining, and configuring the necessary Internet services and applications, such as Domain Name System, electronic mail, File Transfer Protocol ("FTP"), news, browsers, or any other required applications, unless otherwise specified in the Order or agreed in writing by Orange. Customer will configure, manage, and maintain its own local network.
- 1.3.3 **IP Addresses Assignment Policy.** Customer must have a registered IP Address for the communication with the Internet. The following three cases are supported by the Service:
- (a) Customer has a current, legally assigned, and registered IP Address that is ISP-agnostic for use with the Service and, in that case, Orange will accept routing of such IP Address on behalf of Customer.
 - (b) Customer has an IP Address that is assigned by Orange.
 - (c) If Customer does not have a current, legally assigned, and registered IP address, then Orange will provide a registered IP address, and for clarity Orange is the owner of such IP address.
- If Customer wants Orange to assign the IP Address, then Orange will assign IPv4 IP Address for use with the Service; however, upon Customer's request and subject to Orange's approval, Orange instead may assign IPv6 IP Address as provided in and subject to Clause 1.4.1 (IPv6 Option) below. All IP Addresses assigned by Orange for use with the Service are dedicated to Customer usage and are not used by other Orange customers. In any event, Orange will coordinate with the appropriate IP Address registration authority to facilitate the registration of the assigned IPv4 or IPv6 IP Addresses.
- 1.3.3.1 **Number of IP Addresses.** The number of IP Addresses that Orange will assign will depend on the written justification provided by Customer. Assignment of any IP Address is not guaranteed and Orange may refuse to provide any IP Address or to solicit any IP Address on Customer's behalf. Orange will identify the IP Addresses that are included in the standard Service elements and those that are not included. Additional Charges will apply if Customer elects to use any IP Address that is not provided by Orange as part of the standard Service elements.
- 1.3.3.2 **Other IP Provider Addresses.** IP Address provided by another ISP provider cannot be used for the Service.
- 1.3.3.3 **Orange Ownership.** Orange owns and retains all rights and interests to all IP Addresses that it assigns to Customer, and Customer will only use such IP Addresses in connection with the Service. Such IP Addresses are proprietary to Orange, and the ownership, rights and interests to such IP Addresses are not transferred to Customer or any third party (including, without limitation, any User and ISP). IP Addresses are not portable and are not assigned for independent administration or distribution by Customer or other third party. Customer and the Users will not alter, modify, or tamper with the IP Addresses. Upon the expiration or termination of the Service Term for any reason, Customer will immediately stop using the IP Addresses and return the IP Addresses to Orange. Orange may revoke the IP Addresses, and Customer will return the Orange-assigned IP Addresses if Orange determines that Customer has improperly used such IP Addresses or the Service.
- 1.3.4 **Security.** All PE Routers, CPE routers provided by Orange as part of the Service are configured with a security policy that restricts access to authorized personnel only. When Customer provides the CE Router, then Customer will be responsible for maintaining and configuring the security policy on the CE Router. At the CPE level, Orange applies anti-spoofing as described in RFC-2267. Customer can order Orange firewall services to enhance the CPE's security. Firewall services, which are separate services, are described in a separate Service Description and are subject to additional charges.
- 1.3.5 **Domain Name**
- 1.3.5.1 **Domain Name Registration.** Orange will register the requested domain name on Customer's behalf if the name is available. Customer's Order for the Service must identify Customer's first choice and two alternatives, in case the first choice is not available. The following rules apply:
- (a) The Service includes the registration of one generic Top-Level Domain ("gTLD") domain name at no charge with Primary DNS. Orange provides free Secondary DNS service for 10 domains or 20 zones. Additional domain names may be registered upon request at an additional charge.
 - (b) Orange will register only one gTLD domain (i.e. customername.com, or customername.net, or customername.org) on Customer's behalf.
 - (c) Orange can register new country code top-level domain ("ccTLD") with restriction depending on the applicable country policy.
- 1.3.5.2 **Domain Name System (DNS) Service**
- 1.3.5.2.1 **DNS Management Service Options.** Customer may choose one of the following DNS management services:
- (a) **Primary DNS.** Primary DNS is available only if Customer is not an ISP. With Primary DNS, Customer's domain name information is housed in Internet Direct Service primary server and secondary (backup) server. The IP Addresses of the Internet Direct Service primary and secondary servers are provided to Customer for use in DNS requests within the Customer's hosts.
 - (b) **Secondary DNS.** Orange will configure an Internet Direct Service DNS server to become a secondary (backup) server for Customer's domain name. Orange also will send a request to the appropriate Network Information Center ("NIC") to add a "pointer" in the NIC's DNS server to designate the Internet Direct DNS server as a secondary server for Customer's domain name. The IP Addresses of the Internet Direct Service servers are provided to Customer for use in DNS requests within Customer's hosts.
 - (c) **DNS Relay.** DNS relay, which is available to Customer, resolves Domain Names within the entire Internet DNS hierarchy and returns the IP Address associated with the requested Domain Name.

1.3.5.2.2 DNS Restrictions and Limitations

- (a) Customer shall not resell Internet access to other businesses or any individual subscribers if Orange provides the primary DNS. Customer must not be an ISP.
- (b) If Customer has existing connections to another service provider, Customer must inform the InterNIC, RIPE, APNIC, or other registry (as appropriate) of the new IP Address of the primary DNS host and that Service will be providing a secondary DNS. The registries will only accept this change request from either Customer or Customer's current service provider.
- (c) Orange will provide primary DNS for one domain (no sub-domains) for all hosts on a Class A network address, or up to 64 hosts. Orange will provide secondary DNS for up to 10 domains or 20 zones, assuming one forward and one reverse look-up per domain.

1.4 Optional Service Features

Customer may order any of the following optional services, subject to additional Charges.

- 1.4.1 **IPv6 Option.** Orange will provide IPv6 protocol at a Location only if requested by Customer in an Order. IPv6 includes (a) support of Internet Protocol version 6, and (b) the delivery of IPv6 packets between the Internet network (on IPv6) and Locations where Customer has ordered the IPv6 optional feature, giving access to the Internet IPv6 without any translation mechanism. IPv6 protocol is provided in parallel with IPv4 protocol in dual stack mode. IPv6 protocol may be ordered by Customer on a per Location basis.

The Charges for the IPv6 protocol consist of a one-time installation charge and monthly recurring charge per IPv6-enabled Location.

- 1.4.2 **IP Routing.** BGP-4 routing is used if Customer has access to the Internet through multiple Internet connections. BGP-4 is an exterior routing protocol that is used to announce multi-homed Customer routes to Orange and other Internet service providers. The following rules apply:

- (a) Customer must have a unique AS number that is used in Customer's BGP advertisements with all of its service providers.
- (b) If Customer uses full BGP-4, then Customer must have a dedicated connection of at least 256 kbps.
- (c) Customer must have at least a Cisco 3640 router, and the router must have at least 128 MB of DRAM.

- 1.4.3 **Managed Router Option.** In lieu of providing its own CE Router, Customer may request Orange to provide and install the CPE at the Locations for use with the Service. In such event, Orange will configure, maintain, and manage the CPE.

1.4.4 Redundancy

- 1.4.4.1 **Dual CE Routers.** Orange can provide dual CPE devices for Customer's mission critical Locations, whereby one of the CPE devices will be connected to the primary Access Circuit and the other connected to secondary Access Circuit.

- 1.4.4.2 **Access Circuit Backup.** Orange can provide a secondary backup Access Circuit that will be connected to another Orange POP. This secondary Access Circuit will only be used if there is an outage on the primary Access Circuit. The secondary Access Circuit's bandwidth is usually less than the primary Access Circuit's bandwidth. Customer is not allowed to use the secondary Access Circuit if there is no outage on primary Access Circuit. If Customer uses the secondary Access Circuit when there is no outage on the primary Access Circuit, then the secondary Access Circuit will be deemed to be a full Internet port and Customer's usage of the secondary Access Circuit will be subject additional charges, which will be invoiced to and paid by Customer.

1.5 Reporting

Service reports will be posted on the My Service Space ("MSS") portal.

1.6 Security

Customer understands that the purpose of the Service is to provide Customer and the Users with Internet connection. Customer expressly assumes, and Orange is not responsible for, any risks associated with the usage of the Service and access to the Internet by Customer, the Users, or any third parties that access the Service through Customer. Orange is not responsible for the operation and management of the Internet. Customer is solely responsible for implementing and maintaining appropriate safeguards to protect its networks and computing environments, including (without limitation) controlling and monitoring the access to and usage of the Service and the Internet. Without limiting the foregoing, Orange is not responsible for any incident (e.g. DNS attack) affecting the Service (including loss of Service or degradation in Service quality) caused by Customer, the Users or any third party.

1.7 Incident Management

Orange will resolve any faults in the Service via the Service Management service, which is a separate service and is described in a separate Service Description. Incident resolution is limited to addressing connection problems between Customer's IP network and the Internet, except that Orange will not resolve any problem arising from or relating to Customer's network, equipment (e.g. Internet servers), and applications (e.g. DNS, electronic mail, FTP, news, browsers, Web, etc.).

1.8 Service Charges

1.8.1.1 The Charges for the Service include one-time installation Charge and monthly recurring charges for Access Circuit, IP port bandwidth and any optional Service features (e.g. CPE, IPv6, BGP-4 routing, additional IP addresses, domain name registration, etc.). Charges will be set forth in the Charges Schedule or in the Order.

1.8.1.2 In lieu of fixed monthly recurring IP port bandwidth Charge, Customer may subscribe to usage-based IP port bandwidth pricing. Usage based bandwidth pricing is comprised of a fixed monthly minimum bandwidth fee and variable bandwidth fees if the Billable Usage (as defined below) during the month, as calculated using the 95th percentile method described below, exceeds the minimum bandwidth. Each megabit per second ("**Mbps**") increment over the minimum bandwidth is subject to a variable bandwidth fee. One-time installation charge and monthly recurring Charges for Access Circuit and optional Service features are in addition to the usage-based IP port bandwidth pricing.

To measure the bandwidth usage, a data collector tool automatically polls, on 5-minute sampling intervals, the number of bytes received from the PE Router to the CE Router (i.e. inbound traffic) and the number of bytes sent from the CE Router to the PE Router (i.e. outbound traffic). The polled inbound and outbound traffic data are converted into bytes per second. At the end of the month, the sampled inbound and outbound traffic data will be compiled into two lists, and each list will be sorted in descending order from the highest to the lowest. The top 5% of the highest data values from each list will be discarded, and the next highest value from each list will be sorted in descending order from highest to lowest in a new list. The highest value from that new list (the "**Billable Usage**") will be converted into Mbps. If the Billable Usage is greater than the minimum bandwidth, then each Mbps increment over the minimum bandwidth is subject to a variable bandwidth fee.

Example: Customer orders 45 Mbps IP port bandwidth with 6 Mbps minimum IP port bandwidth.

- (a) If the Billable Usage is 4 Mbps, then Customer will pay only the fixed monthly minimum IP port bandwidth fee for the 6 Mbps plus the one-time installation and the monthly recurring Charges for Access Circuit and optional Service features.
- (b) If the Billable Usage is 16 Mbps, then Customer will pay the fixed monthly minimum IP port bandwidth fee for the 6 Mbps, plus the variable IP port bandwidth fee multiplied by 10 (i.e. 16 Mbps Billable Usage – 6 Mbps minimum bandwidth = 10 Mbps of additional usage), the one-time installation and the monthly recurring Charges for Access Circuit and optional Service features,

1.9 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 Direct

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 (CRM) 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.	No	
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	
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.	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 INTERNET DIRECT SERVICE