PUBLICATION 1 SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE – NICE INCONTACT ("UES SERVICE")

1.1   Definitions and Interpretation

1.1.1   **Definitions.** As used in this Service Description, the following capitalized terms will have the meanings given below:

"**Business Unit**" (also known as a "**Tenant**" or "**Organization**") means a IVR/ACD self-contained entity that groups agents, supervisors and administrators together in a contact-handling context and is billed monthly to a single postal address in a particular currency.

"**Contact Center**" means the contact center solution for handling communication between the Customer and its End Users. The Contact Center may be located at several Sites and may include disseminated End Users.

"**CRM**" means Customer Relationship Management, a software gathering customer interactions across all channels in one place.

"**CXexchange**" means an online marketplace featuring a large number of applications developed by NICE in Contact and third-party publishers in order to enrich the NICE inContact CxOne.

"**CXOne**" means the NICE inContact customer engagement platform.

"**End User**" means a person appointed and designated by Customer as being entitled to act as an agent, a supervisor or an administrator of the Unified Engagement Suite (UES).

"**NICE inContact**" is the trading name for the American software company inContact, Inc.

"**Period Subscription Fees**" means fees that are the greater of: (a) the minimum period fees set forth in the applicable Order; or, (b) the actual period fees.

"**Service(s)**" means the Unified Engagement Suite service (or UES service) and its related components and features managed by Orange, as described in this Service Description.

"**Subscription**" means initial or renewing, term-based grant, for a specified time to use a specific quantity of the particular Service, all as described in the applicable Order.

"**Unified Engage Suite**" or "**UES**" means the Orange omni-channel cloud-based contact center described at Clause 1.2.

1.1.2   **Interpretation.** 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 prevail. All capitalized terms used and not otherwise defined in this Service Description will have the meaning ascribed to them elsewhere in the Agreement (in particular, in the Specific Conditions for Orange Cloud Services).

1.2   Service Description for UES

1.2.1   **Overall Description.** The Unified Engagement Suite-NICE inContact ("**UES**") Service is an Orange omni-channel cloud-based contact center. UES enables voice, chat, email, and social channels based on a cloud collaboration, communications, and customer engagement platform (CXOne). UES and CXOne are hosted on servers that are controlled by Amazon Web Service ("**AWS**") and managed by a third party vendor (NICE inContact).

The Service is, subject to:

(a)   Orange Specific Conditions for Cloud Services;

(b)   the AWS Acceptable Use Policy found at https://aws.amazon.com/aup; and

(c)   NICE inContact security and privacy policies found at https://www.niceincontact.com/call-center-software-company/legal/privacy-policy,

These AWS and NICE inContact policies are incorporated by reference into this Services Description. Should there be any change in the AWS Acceptable User Policy or NICE inContact security and privacy policies throughout the service term of the Service, Orange will notify the Customer by e-mail.

As part of the Service, Orange will design, configure, and provide service management, and other operational support services necessary to maintain the system in proper operational condition.

1.2.2   **Service Features.** The Service comprises the following features (which can be orders in any combination by the Customer):

(a)   **Automatic Call Distribution ("ACD").** This feature intelligently routes calls to the agent most qualified to handle the Customer's needs. ACD can route calls either through pre-determined rules or advanced call distribution algorithms.

(b)   **Interactive Voice Response ("IVR").** This feature uses touch-tone signaling to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification.

Speech Enabled Interactive Voice Response (IVR). This feature uses voice recognition to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification, segmentation, and routing of callers to qualified agent segmentation, and routing of callers to qualified agents.

(c)   **Outbound Campaigns.** Outbound dialing campaigns automatically dial phone numbers according to a prescribed set of rules. Outbound email campaigns broadcast predefined emails according to a prescribed set of rules. Campaigns increase agent productivity by screening out answering machines, busy signals, and calls that do not complete.

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(d) **Graphical Scripting.** Administrators use the script designer to create specialized instructions that help agents handle specific types of calls. A script presents details about a caller or contact to the agent, often with fields for collecting or updating information.

(e) **Workforce Management.** With workforce management, the customer can configure management units, set up activity codes, and manually create schedules for agents.

(f) **Call & screen recordings.** A feature which provides secure, full-featured contact center call and screen recording for audio and digital channels to satisfy contact center compliance and quality needs.

(g) **Quality Management.** Quality management is the process of recording and scoring contact center interactions to improve the customer experience. By evaluating and scoring conversations, a quality team can identify performers for positive feedback, agents who need more training or coaching, and situations that merit modification of call scripts.

(h) **Agent, Supervisor, and Administrator desktop.** This feature provides an agent and supervisor desktop designed to provide a collaborative experience for the various communities that interact with the Customer's service organization. It offers:

(i) a browser-based solution;

(ii) APIs that simplify the development and integration of value-added applications (such as third party CRM); and

(iii) integration with third party CRM applications, subject to additional Charges.

(i) **Reports, Views, and Dashboards.** Reports, views, and dashboards provide supervisors and managers with a view of historical and real-time metrics for their contact center, including a real-time dashboard with graphical information display, real-time call monitoring, and interaction, agent, and queue metrics.

(j) **Collaboration and communication.** This feature provides tools and technologies that equip agents to connect and interact with other agents and back-office experts individually and in groups, in multiple channels (email, Chat, Web Callback, Social Media).

(k) **Interaction analytics.** This feature is an intelligent linguistic analytics engine that converts contact center calls, email and chat transcripts into consumable data that allows contact center supervisors and managers to better understand what is happening in the contact center. The application parses and categorizes contact data and clarifies it based on context.

(l) **Robotic Process Automation (RPA) and Artificial Intelligence (AI).** CXOne Automation and Artificial Intelligence is leading edge, intuitive technology that eliminates mundane tasks and speeds resolutions of customer issues for better business outcomes. With intelligent self-service, agent-assisted, and fully automated alerts and actions, CXOne Automation and Artificial Intelligence frees your contact center from the busy work that inhibits innovation.

1.3 UES Service Components

The Service Consists of:

- Multi-tenant contact center cloud-based offering;
- UES softphones; and
- Service wrap.

1.4 UES Plan(s)

The Service is offered as a bundle of service features as defined below (each a "**Plan**"); the relevant services features will be activated in line with the Plan. In addition to these packages, the customer may subscribe to an unrestricted number of additional options or select any feature "à la carte".

The list of UES plans is described in the table below.

Feature	Voice Plan	Workforce Management Plan	CRM Plan	à la carte
Inter-agent chat	Included	Included	Included	Optional
Inbound Voice	Included	Included	Included	Optional
Outbound Voice	Included	Included	Included	Optional
IVR	Included	Included	Included	Optional
Speech enabled IVR	Included	Included	Included	Optional
Reports, Views, and Dashboards	Included	Included	Included	Optional
Call Recording	Included	Included	Included	Optional
WebRTC softphone	Included	Included	Included	Optional
Workforce Management	Optional	Included	Optional	Optional
CRM Banner	Salesforce or Oracle Other CRMs are optional	Salesforce or Oracle Other CRMs are optional	Included	Optional

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Feature	Voice Plan	Workforce Management Plan	CRM Plan	à la carte
Agent, Supervisor & Administrator Desktop	Optional	Optional	Optional	Optional
Graphical Scripting	Included	Included	Included	Optional
Outbound Campaigns	Optional	Optional	Optional	Optional
Screen Recording	Optional	Optional	Optional	Optional
Quality Management	Optional	Optional	Optional	Optional
Web & IVR Callbacks	Optional	Optional	Optional	Optional
Web Chat	Optional	Optional	Optional	Optional
Email	Optional	Optional	Optional	Optional
Customer Post Interaction Survey / CSAT	Optional	Optional	Optional	Optional
Interaction Analytics	Optional	Optional	Optional	Optional
Social Media	Optional	Optional	Optional	Optional
SMS	Optional	Optional	Optional	Optional
Screen Sharing	Optional	Optional	Optional	Optional
Automation and AI	Optional	Optional	Optional	Optional

Since the Service uses a continuous delivery model, Customer acknowledges that Orange may change or introduce new UES features and/or plans at any time.

1.5 Service Charges

The charges for the Service comprise:

- Charges for UES service implementation and support (with different options);
- Relevant Subscription charges/fees for the UES Service Plan (e.g. Period Subscription Fees);
- Billed-per-use charges. Fees for extra usage and extra Professional Services fees will be charged in arrears;
- Where Customer obtains other solutions from the CXexchange portal of NICE inContact or any other third party supplier, these will be subject to additional charges;
- Orange may modify the prices from time to time. For any price change, Orange must give thirty (30) days prior notice to Customer.

1.5.1 **Licensing Models.** The Customer may only select one Plan for the Service. Customer must choose one licensing model for the selected Plan, covering a named user, concurrent user or per minute.

In a named licensing model, anyone (agents, supervisors, API users, etc.) that logged into the service during the billing period is a billable named user. The user type billed is the highest level license assigned to that the user during the billing period.

In a concurrent licensing model, the maximum number (peak) of concurrent (simultaneous) users during a billing period is charged.

In a per-minute licensing model, users (agents, supervisors) that connect to a CxOne Business Unit are billed according to the number of voice minutes spent talking to end-customers.

The platform does not have a function to limit automatically the number of active users. Over usage can occur if more users logged in than the minimum commitment overuse is charged based on month-to-month pricing.

1.5.2 **Services Billed per Use and Consumption Costs.** Some features are subject to Orange's fair use policy while others are included in the standard offer. Any exceeding of the limits presented below will be subject to additional billing, according to consumption.

1.5.3 **Data Storage Usage Charges.** Orange has a fair use policy for data storage for the Service. Customers can use up to the "fair use" data storage amounts allocated per user without charge. Tools are provided to track actual storage and the ability to adjust your retention policy. Customers electing to store data above the allocation are billed a charge per GB per month as outlined in this clause. The fair use allocations are provided per Business Unit by counting the number of billable users of each license type during the period, and applying an allowance for each user to determine the total amount of allocated data storage for the relevant Business Unit during the period.

1.5.4 **ACD Messaging and SMS Charges.** ACD and SMS messages allow agents to respond to interactions from a number of messaging platforms. UES service categorizes SMS pricing with rate classes. More specifically, instead of assigning each country a part for both inbound and outbound, Orange uses rate classes. As such, countries that have the same pricing are grouped into the same rate classes. Billing for ACD messaging (such as Facebook Messenger or Twitter) is either per conversation, per Business Unit, per Agent or per 'Twitter Account'. A conversation is defined as any number of interactions (one or many) between a unique end customer account and a message platform during the course of the billing cycle. Any ongoing interactions that span a billing cycle will count as one conversation in each billing cycle.

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1.6   Capacity Management

As part of the architecture design for a Customer the number voice channels are defined by Orange initially based on the number of agents and any traffic figures. Subsequently, capacity is monitored and revised accordingly.

1.7   Customer Requirements

In order for Orange to provide the Services, the Customer shall procure, activate, or ensure (as applicable) the following are in place:

1.7.1   **Telephone Numbers to Receive Incoming Telephone Calls.** Calls can be collected via the Orange 'Contact Center Access' service. This service is to be ordered separately from UES Service. A Bring Your Own Carrier (BYOC) option is also available should the Customer choose to continue to use their own carrier.

1.7.2   **Network Services to Route Calls and to Manage Connections with Customer Sites.** Calls can be routed via the Orange Business Talk/Business Talk IP (BT/BTIP) service and Orange Business VPN services, or to Customers' local PSTN GW. All these services need to be ordered separately. If the provider of these services is not Orange, the Customer will provide Orange with all required information to configure the external access. UES supports centralized or Customer premises calls collect with this service.

Customer sites (agent PCs) can also be reached directly from the UES Service using WebRTC over the Public Internet.

1.7.3   **A Local Area Network ("LAN") Infrastructure and an Internet Access at Each Customer's Site.** The Customer will be in charge of providing Internet access to the agent workstations. The Customer will be responsible for implementing the network prerequisites provided by Orange.

1.7.4   **IP Hardphones and Headsets.** IP hardphones and headsets are not included in our UES offer but can be provided by Orange (resale mode only). A list of supported phones/headsets can be provided by Orange upon Customer request.

1.7.5   **DHCP Servers and DNS.** Customer will ensure that its infrastructure allows or enables Dynamic Host Configuration Protocol ("**DHCP**") and Domain Name System ("**DNS**") which are necessary for the IP telephony functionality. Customer will ensure that these services are available within the Customer premises; such services are not provided by Orange as part of the Service. Additionally, the solution components should be able to access and submit requests to the Customer's corporate DNS servers.

1.7.6   **Voicemails.** Customer will provide IVR voice message prompts. Customer prompts must be compliant with Orange's requirements, details of which can be provided by Orange upon Customer request before any Service activation.

1.7.7   **Security Devices.** In the case where the Customer has security equipment, configuration changes to such equipment may be necessary in order to enable the UES service. Orange will provide a generic matrix of configuration requirements, however, the actual configuration or validation will at all times remain the Customer's responsibility.

1.8   Use of the Service

Use of the Services is subject to the following conditions:

- Orange may need to make changes to the components and features of the Service either as a consequence of a technological development, or due to legal and regulatory requirements;
- Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost and, accordingly, Orange cannot guarantee application response times of, or stability of connections to, the Service;
- The software used to provide the Service is located on servers that are controlled by third parties (NICE inContact and AWS) and availability of the Service may vary as a result of the actions of the third parties;
- Customer is solely responsible for any data or recordings placed on servers including the quality, accuracy and completeness of that data;
- Customer is solely responsible for the use (or attempted use) of Service and/or by any third party whether authorized or not; and must comply with all regulations (such as SMS and outbound campaigns regulations);
- The Service will be available 24 hours a day, 7 days a week, except for: (a) occasional planned downtime at non-peak hours (for which Customer will receive advance notice); or (b) any unavailability caused by circumstances beyond Orange and its suppliers reasonable control, including failure or delay of Customer's Internet connection, misconfiguration by Customer or any third party, issues on Customer network, or telecommunications services contracted by or Customer, or (c) unavailability as a result of the actions of AWS, including (i) any maintenance or planned downtime of the AWS services (ii) any fault or failure of the AWS services, or (iii) AWS either terminating or suspending the AWS Customer Agreement or your use of AWS services;
- The applicable online guides contain important information relating to the use of the Service. Failure to follow the relevant online guides may impair the Service;
- Customer must comply with Orange and NICE-InContact instructions regarding the use of Service;
- Customer must keep passwords or other identification codes for Service secure.

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: Unified Engagement Suite - NICE inContact

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).	Yes
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.	Yes

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).	Yes	
Customer reporting.	No	For the duration requested by Customer.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	

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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.	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 UNIFIED ENGAGEMENT SUITE – NICE INCONTACT ("UES SERVICE")