



## 1 SPECIFIC CONDITIONS FOR ORANGE SECURITY SERVICES

### 1.1 Definitions

All capitalized terms used but not defined herein will have their meanings set out in the General Conditions.

**"Acceptance Test"** means, for each Security Service, the acceptance test or tests described in the relevant Service Descriptions or, if not described therein, the Orange then standard acceptance tests for the Security Service.

**"Component"** means each component or series of components of a Solution for a Security Service, which is to be installed or made available to Customer separately according to the installation schedule agreed with Customer.

**"Date of Acceptance"** means, for each Component, the date all Acceptance Tests for such Component are successfully completed.

**"Final Acceptance"** means, for each Solution, the Date of Acceptance of the last Component to be installed or made available to Customer.

**"Security Services"** means all Services designated by Orange as Security Services.

**"Site"** means the physical location where the System will be installed.

**"Solution"** means any Security Service solution which Orange will provide to Customer under the Agreement pursuant to one or several Orders, as described in the relevant Service Annex or otherwise agreed with Customer.

**"System"** means the hardware and software that is provided by Orange as part of the Services described herein.

**"Target Date"** means, for each Component, the expected date for delivery and acceptance of such Component, as set out in each Order or in the installation schedule agreed with the Customer.

### 1.2 Security Service Obligations

#### 1.2.1 Orange Obligations

##### 1.2.1.1 **Provision of the Security Service.** Orange will provide all Security Services ordered by Customer or Users specified in each Order.

Orange will provide the Security Services in accordance with the applicable Service Descriptions and will make reasonable endeavors to comply with the applicable Service Levels, however Orange cannot ensure that the Security Service will be error free or uninterrupted and Orange does not warrant the quality or accuracy of any information or documentation resulting from or transmitted as part of the Security Services.

Orange will use good quality materials, techniques, and standards to provide the Security Services and will perform all Security Services in a workmanlike and timely manner.

##### 1.2.1.2 **Provision of the System.** The Service includes the provision by Orange of the System. Orange will ensure that it has the right to provide or procure the System for Customer, and Customer will ensure that it has the right to install the System at the Site for the duration of the Agreement.

##### 1.2.1.3 **Title.** The System will at all times remain the sole and exclusive property of Orange, and Customer will have no property rights or interest in the System but will have the right to quiet possession and the right to use the System subject to and in accordance with the terms and conditions of this Agreement.

##### 1.2.1.4 **Acceptance.** Orange will use reasonable endeavors to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of the Acceptance Tests ("**Service Commencement Notice**"). Customer will be deemed to have accepted each Component on the date on which Orange issues a Service Commencement Notice for such Component, unless Customer notifies Orange in writing of a material fault in the Component within 5 Business Days of receipt by Customer of the Service Commencement Notice. In such event, the above acceptance process will be repeated.

#### 1.2.2 Customer Obligations

##### 1.2.2.1 **Responsibility for the System**

Customer will not make any modifications to the System.

Customer will not sell, assign, sub-let, pledge or part with possession or control of the System or any interest therein, and Customer will keep the System free from distress, liens, or claims of lien.

Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings which are on the System at the time of its connection or which may afterwards be placed on the System by Orange or by any person authorized by Orange.

Customer will not move the System from the Site where it was installed without prior written consent from Orange.

Customer will not permit any third party' access to the System without prior written consent from Orange.

Customer will insure the System for its full replacement value for the duration of the Agreement, and will provide written proof of such insurance promptly upon request.

Upon termination of a Security Service Order, Customer will promptly surrender possession of the System in good order, repair, and conditions, reasonable wear and tear excepted, to Orange.

Customer will be liable for any loss or damage to the System beyond reasonable wear and tear, excluding any loss or damage to System that was the fault of Orange, its subcontractors or agents. In the event that the System is damaged or destroyed by Customer or any User, Customer will inform Orange within 2 days of such damage. If the System is not capable of repair, Customer agrees to pay Orange for the replacement value of such System as new at then current prices. If the System is capable of repair, Orange will repair the System and Customer agrees to pay for the cost of such repair within 30 days from the date of invoice.

- 1.2.2.2 **Access.** Customer will provide Orange with all reasonable access to the Site, necessary assistance, and co-operation, to allow Orange to perform its obligations under the Agreement. Orange will not be held liable for any delays or non-compliance with its obligations due to Customer's failure to meet such obligations.

- 1.2.2.3 **Usage policy.** If Customer does not accept the Orange usage policy for the Security Services, Customer will formulate an acceptable usage policy for the Security Services which will be subject to approval from Orange.

- 1.2.2.4 **Internet access/access router management.** Customer will troubleshoot Internet access service and the access router, if Orange is not the provider of managed Internet access or access router management.

- 1.2.2.5 **Software licensing.** When the Customer is responsible for software licensing, Customer will ensure that the software is correctly licensed, in accordance with the service access licensing requirements of the software vendor(s), and that the operation of the software has been assigned to Orange.

- 1.2.2.6 **Acceptance.** Customer will use all reasonable endeavors to accept each Component on the Target Date. Orange reserves the right to commence the Charges for any Component that is delayed due to Customer's breach of this obligation, from the Target Date, subject to Clause 1.3.2 regarding the System Charges.

### 1.2.3 **Export**

Systems are authorized for installation in the country listed in the relevant Orders. The System will not, under any circumstances, be resold, diverted, transferred, or otherwise be disposed of in any other country, either in its original form or after being incorporated through an intermediate service into another form.

### 1.2.4 **Network Security**

Customer is solely responsible for assessing its own computer, transmission, and security network needs and for its own network security policy and security violation response procedures. While the Security Services enhances Customer's ability to impede unauthorized access to Customer's network and data, and assists Customer in detecting potential security breaches and network irregularities, Customer acknowledges that the Security Services do not by itself guarantee network security or prevent security incidents.

### 1.2.5 **Use of Information/Internet**

- 1.2.5.1 Orange does not assume any responsibility for the operation or management of the Internet or for Customer's activities or those of third parties connected to the Internet. The Customer is solely responsible for the use it makes of the information supplied by Orange (including but not limited to statistics, reports, logs, etc.) and regarding the use of its LAN by its employees and third parties. Customer is solely responsible for preventing the loss of data, the unauthorized access to its network or other damage caused by its use of the Internet.

- 1.2.5.2 Customer will be responsible for complying and compliance of its employees and Users with all applicable country data protection and privacy laws and regulations.

### 1.2.6 **Misuse**

- 1.2.6.1 Customer will not use the Security Services to transmit, distribute, disseminate, publish, or store any material that:

- (a) is in violation of any applicable local, national, or international law or regulation;
- (b) is defamatory, abusive, obscene, indecent, or harassing; or that threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any party; or

- (c) contains software viruses, Trojan horses, or any computer code, files, or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment.
- 1.2.6.2 Customer will not use the Security Services to access any computer, network, or data without authorization or in a manner which exceeds authorization including, any attempt to:
  - (a) retrieve, alter, or destroy data;
  - (b) probe, scan or test the vulnerability of a system or network; or
  - (c) breach or defeat system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring, or other security measures.
- 1.2.6.3 Customer will indemnify and hold harmless Orange and its Affiliates from and against any and all Losses caused by or arising from any breach by Customer or Users of Clause 1.2.6.1 and Clause 1.2.6.2 of these Specific Conditions.

### **1.3 Charges and Invoicing**

- 1.3.1 In the event that third party supplier costs to Orange increase, Orange reserves the right to adjust the Charges for the Security Services. Orange will notify Customer of such adjustment at least 30 days in advance. This Clause 1.3.1 applies notwithstanding any provision to the contrary in the General Conditions or anywhere else in the Agreement.
- 1.3.2 All Charges for each Component will commence from the Date of Acceptance of such Component, subject to Clause 1.2.2.6, except that the System Charges will commence from the date of delivery of the System to Customer.

### **1.4 Termination**

If a Security Service is terminated during the Service Term or any Extended Term as authorized by this Agreement: (a) by Orange, other than pursuant to the following Clauses of the General Conditions: 4.2 (IPR Infringement), 12.16 (Force Majeure) if the Force Majeure Event affects Orange or 12.11(a) (Reservation of Rights) or (b) by Customer, other than pursuant to the following Clauses of the General Conditions: 7.3 (Termination of Agreement), 7.4 (Payment Default), 7.5(b) (SLA) or 12.16 (Force Majeure) if the Force Majeure Event affects Orange, then: (i) Customer will provide at least 90 days prior notice using the Orange prescribed disconnection form; (ii) Customer will be liable to pay the disconnection fees of \$1,500; (iii) Customer will remain liable to reimburse Orange for all contingent third party supplier charges including any cancellation penalties; (Orange agrees to mitigate any such charges by terminating any relevant third party supplier contract as soon as practicable following notification of the disconnection by Customer). This Clause 1.4 is without prejudice to the Orange rights if a Security Service is terminated: (c) by Customer, other than as authorized under this Agreement or (d) by Orange, pursuant to Clause 7.3 (Termination of Agreement) or Clause 7.4 (Payment Default) of the General Conditions.

## **END OF SPECIFIC CONDITIONS FOR ORANGE SECURITY SERVICES**