

## PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE HOSTING SERVICES

### 1.1 Definitions

The following capitalized words and phrases will have the meanings given below in this Clause 1.1. 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.

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

**"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.

**"Customer Area"** means the area within the Orange hosting facility that is allocated to Customer for Customer's equipment.

**"Customer Technology"** means any software or hardware owned by Customer or its third party licensors and any other Customer proprietary technology provided by Customer or used in Customer's web site, including the web site design, content, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation in whatever format, know-how, trade secrets and any related intellectual property rights throughout the world, including derivatives, improvements, enhancements or extensions thereof, conceived, reduced to practice or developed by Customer or its third party contractors.

**"Data"** means all Customer's or Users' data hosted by Orange, including Personal Data.

**"Date of Acceptance"** means the date on which Orange successfully completes all Acceptance Tests for a Component. If no Acceptance Tests are applicable to a Component, then the Date of Acceptance will be the Committed Delivery Date or the date on which Customer has affirmatively indicated its acceptance of the Component, whichever occurs first.

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

**"Orange Technology"** means any software or hardware owned by Orange or its third party licensors and any other Orange proprietary technology used in providing the Hosting Services, including software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation in whatever format, network or solution designs, know-how, trade secrets and any related intellectual property rights throughout the world, including derivatives, improvements, enhancements or extensions thereof, conceived, reduced to practice or developed by Orange or its third party contractors.

**"Representative"** means an individual who is authorized by Customer to have access to the Customer Area.

**"Rules and Regulations"** means the general rules and regulations relating to Customer's use of the Hosting Services, as set forth in Exhibit A of these Specific Conditions.

**"Solution"** means any Hosting Services solution that Orange provides to Customer under the Agreement pursuant to one or several Orders, as set out in the relevant Service Description or otherwise agreed with Customer in writing.

**"Target Date"** means, for each Component, the expected date for delivery and acceptance of such Component, as set forth in each Order or in the installation schedule agreed to by the Parties in writing.

### 1.2 Provision of Hosting Services

**1.2.1 Scope of Orange Responsibility.** Customer understands and acknowledges that Orange's provision of Hosting Services is dependent upon factors outside of Orange's control (e.g. the uncertain nature of the Internet as well as User' hardware and software, etc.). Accordingly, Orange is not responsible for the Hosting Services beyond the elements under Orange's direct control. Orange does not guarantee the performance of any mail application, whether server or client. Notwithstanding anything to the contrary contained in the General Conditions, Orange cannot ensure uninterrupted service on any network or access element provided by a third party or the Tail Circuits providing Internet connectivity, and therefore Orange is not responsible for any downtime resulting therefrom.

Depending on the type of Hosting Services selected by Customer, Orange will make its resources reasonably available in terms of hardware, Software, and personnel. Orange will not be liable for delays in the deliveries from the manufacturers of hardware or Software, or for the installation of circuits or the writing of new software.

Orange will take reasonable precautions to ensure the physical protection of the media on which the data and programs reside, which Customer has entrusted to Orange. Specific provisions relating to the backup and recovery of such stored data will vary depending on the type of Hosting Service that Customer orders from Orange.

Customer acknowledges that Orange has supplied Customer with all information necessary for Customer to evaluate the Hosting Services with respect to its requirements. Orange will have no liability for any software virus that may affect the Hosting Services.

**1.2.2 Use of Information and Internet.** Orange does not assume any responsibility for the operation or management of the Internet or any public network (e.g. Public WiFi) or for Customer's activities or those of third parties connected to the Internet or any public network (e.g. Public WiFi). Customer is solely responsible for the use it makes of the information supplied by Orange (including statistics, reports, logs, etc.) and regarding the use of the Orange Technology and of Customer's LAN by Customer's employees, Users, 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 or any public network (e.g. Public WiFi). Customer is responsible for providing proper notices and disclosure information to its web site end-users as required by applicable laws and regulations, including notices and disclosures relating to the provision of e-mail services by applicable country privacy and data protection laws.

1.2.3 **Archiving.** Orange will archive logs generated by the Hosting Services for a period of one (1) month, unless Orange is required by applicable law to archive such logs for a longer period of time (in which case Orange will archive the logs for such additional time period and will charge the cost thereof to Customer).

1.2.4 **Changes to the Hosting Services.** If any change to the Hosting Services made by Orange requires modification or update of the Customer Technology, Orange will give Customer sufficient prior notice thereof to allow Customer to perform such modification or update at Customer's cost. Customer is responsible for Hosting Service malfunction or loss of quality if Customer fails to perform the requested modification or update.

1.2.5 **Acceptance.** 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 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 Customer's receipt of the Service Commencement Notice. In such event, the above process will be repeated.

### 1.3 Location Access and Security

1.3.1 **Security Procedures.** Orange has established security procedures to monitor and control access to the Location. Orange will provide Customer's Representatives with access into the Location and the Customer Area in accordance with the established Orange security procedures, as set forth in the Rules and Regulations.

1.3.2 **Inspection.** Orange and its designees may inspect or observe at any time Customer's equipment and any tools, equipment, materials, or other items brought into the Location by a Representative. If any of Customer's property is in a security enclosure, then Customer will furnish Orange with the appropriate keys or information needed to enter the enclosure.

1.3.3 **Access and Work Performed by Customer at the Location.** Customer must schedule all non-emergency visits to a Location in advance by completing and submitting an Access Request Form to Orange, which form will be provided to Customer upon request. For Locations where Customer did not purchase a 24x7 support service from Orange, access to such Locations outside of Business Hours will be charged in accordance with the Orange then-current hourly labor rate based upon: (a) duration of Customer's visit to the Locations, or (b) a minimum of three (3) hours, whichever amount is greater.

1.3.4 **Software Related Faults.** Where Orange provides diagnostics as part of the Hosting Services, to reduce downtime in the event problems cannot be detected by diagnostics, Customer will provide operational and/or software assistance to Orange free of charge, including telephone support and escalation to the appropriate Customer representatives.

### 1.4 Intellectual Property

1.4.1 **Ownership/License.** All title to, and ownership of, Orange Technology will remain the property of Orange, or its licensors. Orange, however, grants to Customer for the Service Term of the applicable Hosting Services, a non-exclusive, royalty-free and non-transferable license to use the Orange Technology for the sole purpose of, and to the extent necessary for, the use of the Hosting Services.

All title to, and ownership of Customer Technology will remain the property of Customer. Customer, however, grants to Orange for the Service Term of the applicable Hosting Services a non-exclusive, royalty free and non-transferable license to use the Customer Technology solely for the purpose of providing the Hosting Services to Customer.

Neither Customer nor Orange will:

- (a) directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive the source code or other trade secret included in the other Party's Technology, or
- (b) copy the other Party's software included in such Party's Technology except as necessary for the provision or for the use of the Hosting Services.

1.4.2 **Indemnity.** If notified in writing of any action brought against Orange based on a claim that the Customer Technology or any part thereof infringes an Intellectual Property Right, Customer will defend any such action at its expense and will pay any and all Losses finally awarded in such action or constituting a settlement thereof, provided Orange gives Customer reasonable assistance at Customer's expense to defend or settle such claim. Customer will defend any action and will negotiate, at its sole option, settlement, or compromise thereof. In the event that an injunction, whether temporary or permanent, is obtained against Orange prohibiting the use of the Customer Technology or any part thereof by reason of such infringement, then Customer will:

- (a) Use commercially reasonable efforts, at Customer's expense, to procure the right for Customer or Orange to continue using the Customer Technology so that such Customer Technology is no longer infringing a third-party's Intellectual Property Right, or to replace or modify such Customer Technology to the extent the replacement or modification of the Customer Technology is consistent with the Hosting Services; or
- (b) only if Customer cannot achieve the solution referred to in Clause 1.4.2(a) above, direct Orange to cease using the affected part of Customer Technology (in cases where Orange uses the Customer Technology to provide

Hosting Services to Customer) and to return it to Customer at Customer's expense, in which case the corresponding Order will be terminated and Customer will pay to Orange the balance of the Charges.

Notwithstanding anything to the contrary contained in the General Conditions, Clause 6.5 (Waiver of Consequential and Indirect Damages) and Clause 6.4 (Limitations of Liability) of the General Conditions will not apply to any claim arising out of or related to this Clause 1.4.2(b).

## 1.5 Customer Obligations

**1.5.1 Acceptance.** Customer will use reasonable efforts 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.

**1.5.2 Equipment Approval and Licenses.** During the Service Term of the Hosting Services, Customer must maintain all licenses required by any local authorities to install, maintain, use, operate, monitor, repair, and replace the Customer's equipment that is installed at the Location. Customer will release Orange from any claim and damage arising from Customer's non-compliance with this obligation. Orange reserves the right to refuse to provide or to suspend the Hosting Services, and Customer will release Orange from any claim or damage, if Orange reasonably determines that the provision of the Hosting Services would be prohibited by the Orange local charter or if Customer has not obtained approval from the local regulatory bodies. Customer will defend, indemnify, and hold harmless Orange and its Affiliates from and against any and all Losses caused by or arising from any breach or alleged breach by Customer of this Clause 1.5.2. Notwithstanding anything to the contrary contained in the General Conditions, Clause 6.5 (Waiver of Consequential and Indirect Damages) and Clause 6.4 (Limitations of Liability) of the General Conditions will not apply to any claim arising out of or relate to this Clause 1.5.2.

**1.5.3 Use of Customer Area, No Competitive Services.** Customer may not use the Customer Area at the Location for any purpose other than its receipt of Hosting Services. Customer will use its equipment and the Customer Area solely for the provision of its services to its end-users and customers. Customer will not knowingly solicit Orange customers or sell services to Orange customers without Orange's prior written consent.

**1.5.4 Compliance with the Rules and Regulations.** Customer will comply at all times with the Rules and Regulations. In the event Orange amends the Rules and Regulations in a manner that materially impacts Customer's ability to use the Hosting Services hereunder, Customer will provide written notice to Orange of such material impact, providing Orange with 30 days to cure the impact. If, at the conclusion of such 30-day period, the material impact is not cured, Customer may elect to terminate the Hosting Services without liability (other than for Charges incurred through the date of termination) upon written notice to Orange.

**1.5.5 Interconnection.** Customer will not physically interconnect its equipment with equipment belonging to other entities located within the Location or any other Orange facility without the prior written consent from Orange, which Orange may withhold in its sole discretion. This restriction will not restrict Customer from interconnecting its equipment with other pieces of equipment that it owns within the Customer Area.

**1.5.6 Damage Prevention.** Customer (including its Representatives) will not by any act or omission damage, suffer or permit any damage to (a) the Customer Area, the Location, or any other portion of the building or property in which the Location is located, or (b) the equipment of Orange or third parties. Customer and its Representatives will refrain from using any facilities, equipment, tools, materials, apparatus, or methods that in Orange's reasonable judgment might cause damage to the Location or the Customer Area, or otherwise damage or interfere with the equipment or operations of Orange or any other Orange customer or third parties. Orange reserves the right to take any reasonable action to prevent harm to the personnel or property of Orange or Orange's Affiliates, vendors, and customers or third parties.

## 1.6 Internet Access/Traffic

**1.6.1 IP Addresses - Orange Ownership.** The IP addresses Orange assigns to Customer will continue to be proprietary to Orange and will be used only in connection with the Hosting Services; Customer will not transfer such IP addresses to any other IP service provider. Upon termination of the Hosting Services, Customer will return the Orange-assigned IP addresses.

**1.6.2 Misuse.** Customer will return the Orange-assigned IP Addresses in the event that, in Orange's sole determination, Customer has improperly used such addresses.

**1.6.3 Domain Name Registration.** Notwithstanding any assistance that Orange may provide to Customer as stated in the applicable Service Description for Hosting Services, Orange will not assume any liability whatsoever, regardless of the manner in which a claim is derived in connection with the registration of domain names. In addition, Orange will not be liable for the accuracy or the content of information supplied by Customer and used by Orange to obtain domain name registration. Customer warrants that any domain name registered or administered on its behalf will not violate the trademark or other Intellectual Property Rights of any third party and that Customer will comply with the rules and procedures of the applicable domain name registries, registrars or other authorities. Customer waives any claims against Orange that may arise in connection with the registration or administration of domain names.

## 1.7 Pricing and Invoicing

**1.7.1** Notwithstanding anything to the contrary contained in the General Conditions, in the event that third party supplier costs to Orange increase, then Orange may adjust the Charges for the Hosting Services accordingly, and Customer agrees to pay such adjusted Charges. Orange will use reasonable efforts to notify Customer at least 30 days in

advance of any such adjustment. Charges for each Component will commence from the Date of Acceptance of such Component, subject to Clause 1.5.1 above.

## 1.8 Term and Termination

1.8.1 **Term.** Notwithstanding anything to the contrary contained in the General Conditions or in an Order, each Order for a Hosting Service will have a minimum 36-month Order Term from Final Acceptance.

### 1.8.2 Termination

1.8.2.1 **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).

1.8.2.2 **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 (a) Customer terminates an Order other than pursuant to Clause 7.3 (Termination for Cause) or Clause 7.4(a) of the General Conditions, or (b) 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: (i) all accrued but unpaid charges incurred through the date of termination, plus (ii) the following termination charges: (1) 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; (2) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (3) 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 (4) 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.

1.8.2.3 The termination liability set forth in this Clause 1.8.2.2 is in addition to any other remedies available to Orange.

1.8.2.4 **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.

## 1.9 Migration

Upon Customer's request and at an additional charge, Orange may propose to Customer a web site migration plan. Unless otherwise agreed to between Orange and Customer (and such agreement subject to this Clause 1.9), immediately upon expiration of the Service Term of any Hosting Service or part thereof, Customer will remove all of Customer's property from the Location and return to Orange any equipment belonging to Orange. At least 30 days prior to the expiration of the Service Term of the applicable Hosting Services, Customer will provide Orange with written notice if Customer requires additional time to remove its property from the Location. Upon receipt of Customer's written notice requesting additional time, Orange will provide Customer with an additional 90 days to remove Customer's property from the Location ("**Holdover Period**"). The monthly recurring charges for the Hosting Services will be increased by ten percent (10%) during a Holdover Period, and Customer will pay in full such increased monthly recurring charges for the entire duration of a Holdover Period, regardless of whether Customer actually utilizes the entire Holdover Period to remove its property. If Customer requires an additional 90-day Holdover Period, Customer will provide Orange with at least 30 days prior written notice, and the terms of the preceding two sentences (including the increase in charges) will apply to such additional Holdover Period(s). If Customer fails to remove its property within 30 days after the expiration or termination of any Order for Hosting Services or upon the expiration of the Holdover Period, as applicable, Orange will deinstall Customer's property from the Location, return such property to Customer at Customer's cost, and invoice Customer, for all costs incurred by Orange relating thereto, including charges for the time spent by Orange in de-installing such property.

## 1.10 Insurance

During the Service Term of the relevant Hosting Services, Customer will keep in full force and effect the following types of insurance:

- (a) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage;
- (b) workers' compensation insurance equal to the amount required by applicable law; and
- (c) property insurance covering electronic computer equipment for the perils customarily insured, but in no event more restrictive than "all-risks" cover" property insurance, covering Customer's property in the amount of its full replacement cost at the time of the loss.

Customer will maintain, and will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain, the types and amounts of insurance listed above and other types of insurance required by applicable law and customary in Customer's and its agents' industries. Each policy must contain a provision that the insurance policy and the coverage that it provides will be primary and non-contributing with respect to any policies carried by Orange. Within 10 days after request by Orange, Customer will provide to Orange evidence of the foregoing insurance in the form of an industry-standard certificate of insurance or other evidence acceptable to Orange. All policies (excluding workers' compensation) will name Orange and its Affiliates as additional insured parties with respect to the Hosting Services. All insurance required by this Clause 1.10 will be issued by financially secure insurance companies authorized to issue insurance in the jurisdiction where the Location is located.

#### 1.11 No Estate or Property Interest

Customer acknowledges that it has been granted only a license to occupy designated portions of the Location and that it has not been granted any real property interests in the Customer Area or the Location. Customer hereby disclaims any possessory, leasehold, or other real property interest in the Customer Area, the Location, or any other portion of the building or project in which the Location is located. Without limiting the foregoing, Customer has no rights whatsoever under Orange's lease for the Location. Payments by Customer under this Agreement do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Location or any part thereof. The Parties intend and agree that Customer's equipment located in the Customer Area, whether or not physically affixed to the Location, is not a fixture and will not be construed as such. Customer (or the lessor of the Customer equipment, if applicable) will report the Customer equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Customer equipment.

### EXHIBIT A RULES AND REGULATIONS

#### ExA.1 General Rules and Regulations

- (1) All customers and their Representatives, employees, contractors, agents, and users of the Orange facilities are subject to these Rules and Regulations, in connection with their use of Orange Services.
- (2) Customer will give written notice to Orange of its Representatives, and of any changes to such authorization from time to time. Orange will maintain a list of Representatives and will have the right to limit Customer's access to the Location solely to such Representatives. Subject to the terms of this Agreement and the Rules and Regulations, the Representatives will have access to the Customer Area at all times that access to the Location is available. While in the Location, each Representative will comply at all times with the terms and conditions of this Agreement, including the Rules and Regulations. Without limiting the foregoing, each Representative will comply with Orange's security and safety procedures, including sign-in, identification, and escort requirements as in effect from time to time. Orange may refuse entry to, or require the immediate departure of, any individual who (i) is disorderly, (ii) has failed to comply with this Agreement, including the Rules and Regulations, or (iii) has failed to comply with any other Orange procedures and requirements after being notified of them.
- (3) All visits to a Location will be scheduled in advance by Customer, using a Site Access Form, which will be provided by Orange upon request. Customer will note the purpose of the visit, the requested date, access time, and duration of the visit, as well as the name(s) of all of its Representatives working at the Location. The completed Site Access Form will be faxed to the Location and all such requests will be acted upon by Orange in a timely manner. Representatives may be accompanied by Orange personnel for the duration the visit to the Location. Access to a Location outside of Business Hours will be charged at the Hourly Labor Rate, based upon duration of Customer's visit, or a minimum of three (3) hours, whichever is greater.
- (4) Customer's Representatives may bring small tools and portable test equipment into the Location provided that they remove the same upon their departure from the Location. Customer will be solely responsible for the care and safeguarding of all such tools and test equipment. Customer's Representatives may not bring any other equipment, material, or apparatus into the Location without the prior written consent from Orange. In particular, and without limiting the foregoing, Customer's Representatives may not bring into the Location anything prohibited under these Rules and Regulations.
- (5) Orange must approve all equipment installation activities.
- (6) Customer Representatives will not approach, handle, use, inspect, or examine in any way any other equipment but their own.
- (7) Customer's use of the Location and the building in which it is located will at all times comply with the rules and regulations promulgated by the owner of such building from time to time, a copy of which may be obtained from Orange.
- (8) Customer representatives will not disclose the identity of any Orange clients.
- (9) The Location will be kept neat and orderly at all times. Customer Representatives will remove all trash and debris upon departure from the Location. Orange will have the right to remove and discard any trash and debris left in the Location in violation of the foregoing.
- (10) At conclusion of work being done in the Location, Customer will ensure all cables are routed and dressed neatly in cabinets and all doors are closed and locked.

- (11) If the Location is located other than on the ground floor of the building, a freight elevator is available for large equipment delivery only with prior Orange approval.
- (12) Dollies and carts may be used with prior Orange approval.
- (13) Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.
- (14) No sign, advertisement, notice, or object will be displayed by a Customer in or on the exterior of the Location walls, doors, ceilings, or racks without the prior approval from Orange.
- (15) No Customer, nor any of Customer's Representatives or visitors, will at any time bring into or keep upon the Location premises any hazardous, inflammable, combustible, explosive or otherwise dangerous fluid, chemical or substance at any time.
- (16) No acids, vapors or other materials will be discharged or permitted to be discharged into the waste lines, vents, or flues of the Location.
- (17) Customer may not bring, or make use of, any of the following into the facility: Food or drink, tobacco products, explosives, weapons, chemicals, illegal drugs, alcohol or other intoxicants, electro-magnetic devices, radioactive materials, photographic or recording equipment of any kind (other than tape back-up equipment for use with the Customer equipment).
- (18) Orange reserves the right to inspect all objects to be brought into or taken out of the Location and to exclude from the Location all objects which violate any of these Rules and Regulations. Orange may require any person entering or leaving the Location with any package to document the contents of the said package.
- (19) All connections to and from Customer's equipment must be clearly labelled. Customer may use Orange labelling code or choose to use its own code. All Customer labelling codes must be provided to Orange for purposes of configuration control.
- (20) Periodically, Orange will conduct routine, non-emergency scheduled maintenance of the Location and its Services. Orange will notify Customer a minimum of 5 days in advance of said maintenance. Customer agrees to cooperate with Orange during the scheduled maintenance so that Orange minimizes any impact on Customer. Product specific SLAs addressing maintenance periods will govern over this general rule, to the extent they differ. Orange may require emergency maintenance windows on rare occasions and will provide as much notification as practicable.

#### **ExA.2 Access and Security**

- (21) Only those individuals specifically identified by Customer on the authorized personnel list maintained by Orange and the Site Access Form may enter the Location and the Customer Area.
- (22) Customer will notify Orange in writing of any change in Customer's Representatives.
- (23) Customer Representatives will stay in the Customer Area when in the Location.
- (24) All visitors are required to sign the access log upon entry and exit.
- (25) "Tailgating" is prohibited. Tailgating is the act of following a badged individual into the Location without swiping the badge for access.
- (26) Customer will not access the building roof, electrical or communications closets, the Location ceiling or floor without prior consent from Orange.

#### **ExA.3 Conduct Guidelines**

- (27) Customer and its Representatives may not misuse or abuse any Orange property or equipment.
- (28) Customer and its Representatives may not harass any individual, including Orange personnel and representatives of other customers of Orange.
- (29) Customer and its Representatives may not engage in any activity that is in violation of the law or aid in criminal activity while on Orange property or in connection with the Services. Customer and its Representatives may not assist or permit any persons in engaging in any of the activities described above. If Customer becomes aware of any such activities, Customer will use best efforts to stop such activities immediately, including, if necessary, terminating Customer's user's access to Customer's online facilities.
- (30) Customer and its Representatives may not infringe or misappropriate the Intellectual Property Rights of others. This includes posting copyrighted materials without appropriate permission, using trademarks of others without appropriate permission or attribution, and posting or distributing trade secret information of others in violation of a duty of confidentiality.
- (31) Customer and its Representatives may not violate the personal privacy rights of others. This includes collecting and distributing information about users without their permission, except as permitted by applicable law.
- (32) Customer and its Representatives may not send, post, or host harassing, abusive, libelous, or obscene materials, or take any similar actions.
- (33) Customer and its Representatives may not intentionally omit, delete, forge or misrepresent transmission information, including headers, return addressing information and IP addresses or take any other actions intended to cloak Customer's or its users' identity or contact information.

- (34) If Customer becomes aware of any such activities, Customer will use best efforts to stop such activities immediately, including, if necessary, terminating Customer's user's access to Customer's online facilities.

**ExA.4 Modification of Rules and Regulations**

- (35) Orange reserves the right to change these Rules and Regulations at any time. Customer is responsible for regularly reviewing these Rules and Regulations. Continued use of the Services following any such changes will constitute the Customer's acceptance of such changes.
- (36) Orange reserves the right to deny access to anyone not adhering to the above rules and regulations.

**END OF SPECIFIC CONDITIONS FOR ORANGE HOSTING SERVICES**