

## PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE NETWORK SERVICES

### 1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

**"Access Circuit"** means the telecommunications circuit, connection, or other capacity, whether domestic or international, wireless or fixed, and related equipment (e.g. modems) provided by an Access Provider to connect the Location to the Network. Access Circuits include leased lines and other access technologies (e.g. ADSL, SDSL, SLL 3/4G, satellite, wireless local loop, etc.).

**"Access Provider"** means the operator or provider of the Access Circuits.

**"Business Hours"** means the normal Orange working hours applicable to the relevant Location.

**"CPE"** means the equipment (including hardware, peripherals, and related software) supplied by Orange as part of the Network Services and managed by Orange for use with such Network Services at the Locations. CPE is never owned by Customer.

**"CPNI"** means Customer proprietary network information, which includes (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer and that is made available to Orange by Customer solely by virtue of the customer-carrier relationship, and (b) information contained in the invoices pertaining to telephone exchange service or telephone toll service received by Customer. CPNI does not include customer names, addresses, and telephone numbers.

**"Electronic Data"** means digital or digitized information that is electronically stored or transmitted.

**"Location"** or **"Site"** means the site or location connected to the Network.

**"Network"** means Orange's network used to deliver the Network Services (as identified in the Publication), excluding Access Circuits, public networks and CPE.

**"Target Date"** means the expected date for delivery of a Network Service to Customer as specified in the relevant Order. The Target Date may also be referred to in the Agreement as the **"Committed Delivery Date"**.

### 1.2 Provision of Network Services

- (a) Within 14 days from the date on which Orange accepts the applicable Order, Customer will provide to Orange all router configurations needed for IP Service implementation. If Customer fails to do so, then Orange will install the router(s) with a basic or "Vanilla" configuration, for which Customer will pay an additional fee. The Vanilla configuration will allow Orange to perform its acceptance tests locally on the connection, but the Network Service will not be operational and no acceptance testing may be performed by Customer, as provided in Clause 1.2(c) below, until Customer provides the router configurations to Orange. Upon receipt of the router configurations from Customer, Orange will perform its acceptance tests using such configurations. Subject to Clause 1.7 below and notwithstanding anything to the contrary contained in the Agreement, Customer will pay Orange for the Network Service as of the date on which Orange successfully completes all of Orange's acceptance tests using the Vanilla configuration.
- (b) Orange will perform installation services at a Location during Business Hours, and Customer will ensure that Orange can begin the installation at least two (2) hours before the close of Business Hours. Customer may elect to have Orange perform the installation services at the Location outside of Business Hours, subject to additional Charges. If a local User contact at the Location does not provide Orange with access to the Location as required, Orange will contact Customer about such failure to provide access, and Orange will have no further obligation to install the Network Service at the Location until Customer provides the required access or agrees to pay additional Charges for the installation services. Clause 1.5.3 of the Operational Conditions will apply to any failed service visits by Orange, and Customer's failure to provide Orange with the access required to the Location will not relieve Customer of its, or delay Customer's, obligation to pay for the relevant Network Service.
- (c) Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests (**"Service Commencement Notice"** or **"Ready for Service Notice"**). Customer will be deemed to have accepted a Network Service on the date on which Orange issues a Service Commencement Notice for that Network Service, unless Customer notifies Orange in writing of a material fault in the Network Service within 10 days of Customer's receipt of the Service Commencement Notice. In such event, the above acceptance process will be repeated. Nothing contained in this Clause 1.2(c) is intended to limit or modify the terms of Clause 1.2(a) above.

### 1.3 Electronic Data

Orange will maintain commercially reasonable safeguards at least equivalent to those generally prevailing in the telecommunications industry against the destruction, loss, or alteration of Customer's Electronic Data while such data are transmitted through the Network or stored in Orange's facilities.

### 1.4 CPNI

For Network Services provided in the United States, Orange will not disclose Customer's CPNI to third parties, and third parties will not be permitted to access or use Customer's CPNI, except as permitted by law. CPNI will be disclosed by Orange by telephone or in person (a) only by Orange's dedicated account representative for Customer, and (b) only to the person(s) authorized by Customer to be the contact with Orange and to receive the CPNI from

Orange ("**Customer CPNI Contact**"). Customer may establish an online account to enable access to CPNI. Access to Customer's online account will be protected by a password that is not based on Customer account information. Customer will be required to reset the password if the password is lost or forgotten.

## 1.5 Access

- 1.5.1 Orange will order the Access Circuits from the Access Providers unless Customer is required to supply the Access Circuits for a specific Service (e.g. Business VPN Small Off-Net, Select DSL Off-Net, etc.), due to applicable regulatory restrictions, or as otherwise mutually agreed upon by the Parties in writing. No Service Levels will apply to the Network Services for which Customer supplies the Access Circuits. If Orange orders the Access Circuits, then Orange will invoice Customer, and Customer will be responsible for any charges (including all installation or implementation charges, civil or engineering costs, etc.) or fees, and for compliance with terms and conditions of service, imposed by Access Providers relating to the provision of the Access Circuits, including rate fluctuations in tariffs, communications charges and access charges that are imposed or enacted by such providers on or after the Effective Date. Notwithstanding anything to the contrary otherwise contained in the Agreement, Orange will not be responsible or liable for any delay caused by Access Providers.
- 1.5.2 Unless otherwise agreed by Orange in writing, Customer is solely responsible for ensuring that, for Access Circuits, the unobstructed distance between (a) the last point of responsibility of the Access Provider ("**Demarcation**") and (b) the first piece of equipment or its connective cabling on the Customer side of the Demarcation, is 50 feet/15 meters or less (the "**Allowance**"), except that Customer is solely responsible for all equipment and its connective cabling from the Demarcation for Customer Locations in the United States.
- 1.5.3 In some regions and countries, wireless local loop ("**WLL Access**") lacks the encryption and strong authentication features and so it does not comply with or meet Orange's security standards or security policy. Notwithstanding anything to the contrary contained in the Agreement (including any terms relating to data privacy or protection), Orange makes no representations or warranties (whether express or implied) regarding (a) the security of any WLL Access provided or the Network Service with which WLL Access is provided or a component thereof, or (b) the protection or privacy of the network traffic (including Customer data, voice or video traffic) transmitted through the Network using WLL Access or the Network Service with which WLL Access is provided or a component thereof. Without limiting the foregoing terms of this Clause 1.5.3, Clause 1.3 above does not apply to any Network Service with WLL Access. Customer must implement additional security features or services (e.g. LAN-to-LAN encryption, etc.) to safeguard its network traffic against destruction, loss, alteration or unauthorized access as needed to meet any applicable security requirements or to ensure the security and protection of Customer's network traffic. It is Customer's responsibility to design and maintain a comprehensive security program, and Customer will be solely responsible for its own network security policy and security violation response procedures.

## 1.6 No Interconnection

Customer will not interconnect the Network, or cause or allow the Network to be interconnected, with any other equipment, network, or service without Orange's prior written approval. Any breach of this Clause 1.6 is a material breach of the Agreement.

## 1.7 Charges and Invoicing

- 1.7.1 Notwithstanding anything to the contrary contained in the Agreement, Orange may increase the Charges for the Access Circuits if the Access Provider increases its charges for such Access Circuits to Orange, and Orange will notify Customer of any such increase promptly.
- 1.7.2 Subject to Clause 1.2(c) above, Orange will invoice Charges for Network Services from the Date of Acceptance of the Network Service at a Location, except that (a) Access Circuit Charges will be invoiced from the date of installation of the Access Circuit by the Access Provider, and (b) any Software license Charges will be invoiced from the date of delivery of the Software to Customer.

## 1.8 CPE

- 1.8.1 CPE will remain the sole and exclusive property of Orange or its suppliers, and no User will obtain any property rights or interest in CPE. Customer will not sell, assign, sublet, pledge, or part with possession or control of CPE or any interest therein, and Customer will keep CPE free from distress, liens, or claims of lien.
- 1.8.2 The Parties will agree to the dates for the installation and connection of CPE, and Customer will provide all necessary assistance to enable Orange to complete the installation, connection, and disconnection of CPE.
- 1.8.3 Customer will not interconnect or allow the connection of CPE to any other equipment, network, or service without Orange's prior written approval. Any breach of this Clause 1.8.3 is a material breach of the Agreement.
- 1.8.4 Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on CPE. Customer will not modify or move CPE or allow anyone other than Orange to modify or move CPE without Orange's express written permission.
- 1.8.5 Customer will maintain proper environmental conditions (e.g. air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or CPE manufacturers.
- 1.8.6 Customer will provide a secure and safe environment for CPE with adequate access to data communications circuits and a back-up power supply, including protecting CPE from tampering and any usage outside of the provision of the applicable Service.

- 1.8.7 Prior to commencement of installation of any CPE, Customer will advise Orange of potential health hazards to Orange personnel providing Services at the relevant Location, including any hidden power, gas, or water lines, and the existence of any material constituting a health risk (e.g. asbestos).
- 1.8.8 Upon termination or expiration of the relevant Order, Customer will surrender possession of CPE to Orange in good order, repair, and condition, reasonable wear and tear excepted.
- 1.8.9 Orange will maintain CPE in good working order for the Service Term. If a lapse in the Network Service is caused by a failure in CPE, then Orange will repair the fault following notification of the failure by Customer or detection of the failure by Orange, whichever occurs first. Orange may be required to dispatch a field engineer to the Location to repair CPE, and Customer will promptly provide access to the Location where CPE is installed.
- 1.8.10 Orange may charge Customer for visits to a Location or repairs to CPE that are required due to: (a) damage to CPE not caused by Orange; (b) repairs carried out by non-Orange personnel that have not been approved by Orange; (c) modifications to CPE that have not been approved by Orange or have been carried out by personnel not approved by Orange; (d) improper treatment of CPE by Customer; (e) failure by Customer to meet Orange's or CPE's manufacturer's specifications on environmental conditions; or (f) User's negligence or intentional misconduct.
- 1.8.11 Customer will be liable for: (a) any loss or damage to CPE beyond reasonable wear and tear and (b) all costs (including cost of labor and material), incurred by Orange to repair or replace lost or damaged CPE; provided that Customer will not be liable for CPE loss or damage caused by, or the repair or replacement of CPE that is necessary due to, the fault of Orange, Orange's Subcontractors, or agents. If CPE is damaged or destroyed by any User, Customer will notify Orange within 2 days of such damage.

## 1.9 Termination of Services

- 1.9.1 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 (e.g. Access Providers) for which Orange is liable).
- 1.9.2 Prior to commencement of the Service Term, Orange may cancel an Order without liability upon written notice to Customer if the Access Provider notifies Orange that the Access Circuit for the relevant Customer Location cannot be provided.
- 1.9.3 If Customer terminates an Order or Service for any reason during the applicable Service Term, then no less than 90 days prior to the date of termination ("**Minimum Notice Period**"), Customer will submit to Orange a completed and accurate Orange disconnect form (or such other form mutually agreed upon by the Parties) to acknowledge and confirm the termination of the Service (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 the Agreement other than pursuant to Clause 7.3.1 (Termination of the Agreement) of the General Conditions or terminates an Order other than pursuant to Clause 7.3.2 (Termination of an Order) of the General Conditions, or (b) Orange terminates the Agreement pursuant to Clause 7.3.1 (Termination of Agreement) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions or terminates an Order pursuant to Clause 7.3.2 (Termination of an Order) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions, then Customer will pay: (i) all accrued but unpaid charges incurred up to and including 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 Access 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 CPE as of the date of termination, based on the original price paid by Orange for CPE (as evidenced by a written certification from Orange upon Customer's request) 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.

The termination liability set forth in this Clause 1.9.3 is in addition to any other remedies available to Orange.

- 1.9.4 The Parties acknowledge and agree that, as of the Effective Date, the Parties cannot estimate with certainty the actual damages that Orange would suffer in the event of a cancellation or termination and that the cancellation and termination liability set forth in this Clause 1.9 (a) represents an attempt by the Parties to approximate Orange's anticipated probable and proportionate loss, and (b) is part of the consideration for this Agreement, is a material and inseparable pricing term for this Agreement, and is reasonable.

## 1.10 Cross-References

The references to Clauses of the General Conditions set forth in these Specific Conditions are to Clauses in Orange's standard form Master Services Agreement. To the extent that any such cross-references in these Specific Conditions do not accurately refer to provisions that address the indicated subject matter in the Agreement, the cross-references herein will be deemed to instead refer to the most closely corresponding provision(s) in the Agreement.

## END OF SPECIFIC CONDITIONS FOR ORANGE NETWORK SERVICES