

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER AS A SERVICE

1.1 Service Overview

Business Together as a Service is a cloud based unified communication service delivered: (a) from a shared Orange infrastructure; (b) via Customer's use of an appropriate End Point; and (c) from the Orange data centers to which an End User connects through a private network. Business Together as a Service is delivered pursuant to the Orange specific conditions for Orange Cloud Service and the Orange terms governing the Customer's selection of professional and support services to satisfy agreed service levels.

Business Together as a Service offers Customer, based on the needs of its End Users, the use of (as applicable where Ordered by Customer): (i) voice, messaging, and mobility services through IP telephony; (ii) instant messaging, unified messaging, and presence; (iii) point to point video; (iv) audio and web conference; and (v) contact center services. Each of these available communication applications and features are more particularly described below. Access to and the management of the use of Business Together as a Service is through an Orange provided Web Portal.

1.2 Definitions

For the purposes of this Service Description, the following definitions shall apply. 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 in this Service Description will prevail for purposes of this Service Description.

"End Point" means the hardware device or software application that an End User uses to either originate or terminate communication.

"End User" means a user of Business Together as a Service for which such use is authorized by the Customer.

"Initial Order" means the first Order placed by Customer in respect of the minimum number of Profiles that it wishes to procure for its Users. Note: Initial Orders do not include Orders made by Customer for trial or proof of concept purposes.

"Profile" means the End User designation reflecting the Service features and components set out in Clause 1.3 below which are to be accessible to the End User.

"Service" means Business Together as a Service and its related components and features as described in this Service Description.

"SIP" means Session Initiation Protocol.

"Third Party SIP Device" means a RFC3261-compliant SIP device (for example, an IP phone), which is manufactured by companies other than Cisco. Orange can enable Customer to use one of the following types of Third Party SIP Devices: (i) **"Third Party SIP Device Advanced"**, which is an eight-line SIP device; or (ii) **"Third Party SIP Device Basic"**, which is a one-line SIP device. Important note: Third Party SIP Devices do not support Cisco specific SIP.

"VPN Client" means the software used by an End User to access the Customer Network over the internet.

"Web Portal" means web-based service management portal provided by Orange.

1.3 Service Features and Components

The Service offers the following:

1.3.1 Voice, Messaging, and Mobility Services through IP Telephony

1.3.1.1 Voice services allow the End User based on the selected End Point to create, transmit, and receive voice communication over an MPLS network. National, international, and internal only voice calls may be transmitted by an End User with the features of call forwarding, call hold/resume, call park, call pickup, group call pickup, call transfer, do not disturb, auto answer, calling line ID, calling name ID, dialed number ID service, and unassigned directory number service are also available for use.

1.3.1.2 Voicemail services provide the End User with a voicemail account to receive voicemail messages and notification and to record personal greetings.

1.3.1.3 Mobility services enables the End User to transport its user Profile from one compatible device or communication application to another and access the functionality that is associated with its Profile.

1.3.2 Instant Messaging, Unified Messaging and Presence

1.3.2.1 Instant messaging allows End Users to communicate directly with contacts in real time. This service allows the sending and receiving of an instant message for the End User to initiate and participate in a chat session.

1.3.2.2 Unified messaging services integrates the views of the End User's email messages and voicemail messages into one messaging client thus enabling the End User to check both types of messages from the same device/client. This service also allows the End User to manage, browse, read, listen, send, and manage messages from a mobile phone by using contextual keys.

1.3.2.3 Presence is a feature that allows the End User to know the availability of a contact and to control their own availability status.

1.3.3 Point to Point Video

Using the appropriate End Point, point to point video allows the End User, to turn an instant messaging session into a video session with a contact by clicking on a video icon from the instant messaging window.

1.3.4 Audio and Web Conferencing

1.3.4.1 Audio conferencing allows the End User to host or participate in voice calls with multiple participants where there is additional capacity on the Cisco gateways installed at the Customer's premises.

1.3.4.2 Web conferencing allows the End User to host meetings with multiple participants at a specified internet/web location. This service enables the sharing of files, views of the End User's desktop, and the management of real time notifications and messaging to meeting participants.

1.3.5 Contact Center Services

Contact center services provided as part of the Service, provides the Customer with the capacity to manage its own client or customer contacts list through the use of the following selected components: (i) an automated call distribution system; (ii) interactive voice responder (iii) agent management tool; (iv) customer relationship management tool; and (v) reporting tool.

1.3.6 Web Portal

1.3.6.1 Customer will have access to the Web Portal to monitor the performance of the Service and access on-line information regarding the Service.

1.3.6.2 The Web Portal is a unified self-provisioning portal and is available in English and French (through internet only) for the multi-layer administration view to provide:

- (a) Multi-layer administration, with the option of setting different administrative levels for this service. A global administrative level and regional administrative levels may be established to allow a regional Customer administrator to manage a specific region while maintaining global access to the overall services at the global administrative level.
- (b) The management of the assignment of a Profile to an End User. In such instances the assignment of the Profile will be automatic, with the exception of the assignment of the Basic Fax, Business Attendant Enhanced and Premium and Contact Center Profiles for which a delay applies.

1.3.6.3 The Web Portal includes an End User portal for End Users to manage and configure accessible services. The self-care section of the Web Portal is available in 33 languages (with a list of the supported languages available upon request) through an internet connection only. From the End User portal, an End User will be able to do the following:

- (a) Activate telephony features that are available under the End User's profile.
- (b) Consult and access the associated Business Together as a Service directory.
- (c) Manage access credentials such as usernames and passwords for relevant systems (e.g. web voicemail).
- (d) Customize the function keys on the IP phone.
- (e) Download user guides and other documentation for Business Together as a Service.
- (f) Download such client software, and other tools and applications, which Orange makes available to Customer.

1.3.7 Advanced Connectivity

Using the appropriate End Point, the 'advanced connectivity' capability allows the End User to use voice services, instant messaging, presence, and point to point video over the internet without VPN Client.

1.4 Profiles and End Points

1.4.1 The Service features and components set out above are grouped together to create Profiles. Customer may choose from the following available Profiles, provided that Customer shall at all times be required to purchase Business Profiles in accordance with Clause 1.6:

- (a) **Basic Fax Profile:** this Profile facilitates the connection of an analogue fax to an analogue gateway.
- (b) **Business Profile:** comprises voice (multiple End Points), voicemail, integrated voicemail and mobility services, instant messaging, and presence, point to point video and access to the Web Portal.
- (c) **Common Device Profile:** this Profile facilitates the connection of an open area End Point.
- (d) **Business Attendant Profile:** provides the call routing and display capabilities for access through a computer-based console application as well as from various soft keys and display panes on IP phones to manage voice calls.
- (e) **Business Contact Center Profile:** comprises contact center services.

1.4.2 Each Profile has an associated list of End Points, the use of which is required to maximize the benefits of a particular Profile. Some Profiles may be used with multiple End Points; use or incorporation of certain optional components may also require the use of additional End Points. End Points for each Profile currently consist of:

- (a) IP hard phones.
- (b) Fax.
- (c) Software Clients (provided by Orange).
- (d) Business Contact Center Clients (provided by Orange).

1.4.3 Third Party SIP Device

This is a SIP device provided by a third party (i.e. not provided by Orange) that can be connected to the Service, subject to the following conditions and requirements:

- (a) Orange will enable Customer to associate a Third Party SIP Device with a particular End User via the Web Portal by selecting the Third Party SIP Device Basic choice.
- (b) If the Customer wishes to connect a Third Party SIP Device to the Service, it may at Customer's discretion request a relevant laboratory test to be carried out by Orange. Orange will perform the laboratory tests, based on the current version of the Service, subject to payment of the fees quoted by Orange in advance. If necessary, Orange will enable Customer to use the Third Party SIP Device Advanced capability.
- (c) Except for any Third Party SIP Device functionality expressly notified or confirmed by Orange in writing during laboratory tests, Orange does not provide any warranties or guarantees as to the functionality of any Third Party SIP Device.
- (d) Whether or not laboratory tests have been carried out, Orange does not provide any warranties or guarantees as to the functionality of the Third Party SIP Device where there has later been:
 - (i) a Service upgrade (Cisco Systems license version); or
 - (ii) a firmware upgrade of the Third Party SIP Device.
- (e) Orange will inform the Customer reasonably in advance prior to rolling out an upgraded version of the Service. If Customer wishes to carry out laboratory tests prior to transferring to such upgraded version, it may at its discretion request Orange to carry out such laboratory tests. Orange will perform the laboratory tests subject to payment of the fees quoted by Orange in advance.
- (f) Orange will not resolve, fix, remedy, or otherwise attend to any type of incident on a Third Party SIP Device (terminal and associated functionality).
- (g) Orange will not be responsible for any claim, damage, losses, costs, malfunction, or fault suffered by Customer due to a security breach related to Third Party SIP Device.

1.5 Customer Requirements

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

1.5.1.1 A Local Area Network ("**LAN**") infrastructure at each Location that satisfies the following base requirements:

- (a) A fully installed and tested LAN switching infrastructure that can support voice over IP ("**VoIP**");
- (b) 100M full duplex operations with minimum UTP category 5 cabling or better; the distance between a switch and a phone must be less than 100 meters of cable;
- (c) Virtual Local Area Network ("**VLAN**") implementation (802.1Q), with a separate channel each for data, voice, video, and signaling;
- (d) Appropriate Quality of Service ("**QoS**") settings for voice to guarantee that the quality of voice communications remains consistent throughout the LAN network;
- (e) Inline power or "**Power-over-Ethernet**" features; otherwise the Customer will ensure that external individual power supplies (also known as "**power cubes**") are ordered for each operational IP phone; and
- (f) A highly reliable environment capable of supporting a business-critical IPT implementation (uninterruptable power supply, redundant switches, redundancy mechanism at layer 2 and layer 3).

1.5.1.2 Customer's compliance with the Orange Wide Area Network ("**WAN**") requirements, details of which can be provided by Orange upon Customer's request before any Service activation. Where the Customer requires Orange to provide additional services to support the Customer's compliance with the Orange WAN requirements, these services can be procured from Orange for an additional cost.

1.5.2 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 Customer's organization; such services are not provided by Orange as part of the Service. Additionally, the End Points and other solution components should be able to access and submit requests to the Customer's corporate DNS servers.

1.5.3 Customer will also ensure that the read interface for its corporate directory is compliant with Light Weight Directory Access Protocol ("**LDAP**") v_3 and that IP connectivity between the Orange service platform for Business Together as a Service and the Customer's corporate directory can be established.

1.6 Business Profiles: Minimum Volume Commitment Based on Initial Order

1.6.1 Customer agrees that Orange shall enable the appropriate Service capacity per region for the Customer depending on the Initial Order made by Customer. Accordingly, for the duration of the Service Term, Orange shall invoice and the Customer shall be liable to purchase a minimum number of Business Profiles per region calculated by reference to the Customer's Initial Order, in accordance with the following criteria:

1.6.2 Where the Initial Order per region requests between 500–999 Business Profiles, Customer shall be liable to purchase a minimum number of 500 Business Profiles per region for the duration of the Service Term;

- 1.6.3 Where the Initial Order per region requests between 1,000–7,499 Business Profiles, Customer shall be liable to purchase a minimum number of 1,000 Business Profiles per region for the duration of the Service Term; and
- 1.6.4 Where the Initial Order per region requests between 7,500–20,000 Business Profiles, Customer shall be liable to purchase a minimum number of 2,000 Business Profiles per region for the duration of the Service Term, except that during the first 12 months after Service implementation, the above minimum volume commitments shall not be applicable. This Clause shall not apply to Orders made by Customer for the Services to be provided on a trial or proof of concept basis.
- 1.6.5 Notwithstanding anything to the contrary contained in the General Conditions, in the event of an early termination of the Service by Customer without cause or by Orange for cause, Customer shall be liable for the Charges that would have been applicable for the remaining unexpired portion of the Service Term per region as of the date of termination, which will be the Charges applicable to the greater of (a) the minimum number of Business Profiles prescribed in Clause 1.6.1 or (b) the actual number of Business Profiles in Customer's Initial Order per region.
- 1.7 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: Business Together as a Service****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.).	No
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.).	No
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).	Yes
Customer Relationship Management data (billing information, customer service data, ticketing info, telephone recordings, etc.).	No
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 Traffic / connection data of end-users who are natural persons are anonymized or deleted 12 months after the creation of the invoice.
Customer reporting.	Yes For the duration requested by Customer.
Hosting.	Yes For the duration of the hosting service ordered by Customer.
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: internal users of the Customer.	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 BUSINESS TOGETHER AS A SERVICE