

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH ZOOM®

1.1 Definitions

"Zoom" means Zoom Video Communications, Inc.

"Zoom Services" means, individually and collectively, the Zoom Meeting services, Zoom Phone services, or such other services made available by Zoom and expressly identified in the Order.

1.2 Overview

Business Together With Zoom includes the Zoom Services, which are provided by Zoom directly to Users except as otherwise expressly provided in this Service Description. Orange, acting as a Zoom-authorized reseller, only resells the Zoom Services to Customer and invoices Customer for the Zoom Services. The Zoom Services are described in, and Users' use of the Zoom Services is subject to, the Zoom terms, conditions, and services descriptions or publications made available by Zoom at www.zoom.us/docs/en-us/services-description.html and <https://zoom.us/docs/en-us/EULA-terms-of-service.html> or such other URL(s) as may be identified from time to time by Zoom (collectively, the "Zoom Terms").

Notwithstanding anything to the contrary otherwise contained in the Agreement:

- (a) As used herein, "Users" means, individually and collectively: (i) the Customer and Users, each as defined in the Agreement, and (ii) the End User, Host and Participant, as defined in the Zoom Terms.
- (b) Zoom may, in its sole discretion and at any time, modify, update, or change the Zoom Services and the software that enables the Zoom Services, provided that Zoom will not materially reduce the core functionality or discontinue any Zoom Services without providing prior written notice thereof to Customer. In the event Zoom does materially reduce the core functionality of or discontinues the Zoom Services, Customer may, as its sole remedy, terminate the affected Zoom Services without liability (other than for accrued and unpaid Service Fees for Zoom Services provided through the date of termination) within thirty (30) days of Customer's receipt of such notice from Zoom.
- (c) The Parties acknowledge and agree that: (i) Orange is a reseller of Zoom Services, and Orange and Zoom are not affiliated entities, partners, joint venturers, subcontractors of each other (except that Orange may provide Tier 1 customer support to Customer for certain Zoom Services), or otherwise engaged with respect to the Zoom Services. As such, Orange is not a party to the Zoom Terms and does not provide any portion of the Zoom Services other than Tier 1 customer support for certain Zoom Services, and all Zoom Services (including the Zoom Services for which Orange provides Tier 1 customer support) are governed exclusively by the Zoom Terms (including all service issues, service availability, customer support, etc.), except that the Orange Data Protection Clauses will apply to any Tier 1 customer support for the Zoom Services provided by Orange; (ii) Orange resells the Zoom Services on an "AS IS" basis and without any warranty (whether express or implied); and (iii) Orange fully disclaims any and all liability and will not be liable for any damages (whether arising under breach of contract, tort, or any other legal theory) in connection with the Zoom Services; accordingly, Orange shall not be liable to Users, end-users, or any other third parties, directly or indirectly, for any Losses arising out of or in connection with the Zoom Services, including any Losses arising out of or related to Zoom's failure to provide the Zoom Services; any breach of or material non-compliance by Zoom, any User or end-user, or any other person of the Zoom Terms, the Zoom privacy policy, or global data processing addendum, or any applicable legal or regulatory requirements; Users', end users', or any third party's use of the Zoom Services; or any data or security breach associated with the Zoom Services. The selection of the Zoom Services is entirely Customer's decision, and the use of the Zoom Services is at the User's own risk and in the User's own discretion. Without limiting the foregoing, all provisions in the Agreement regarding the obligations of Orange in regards to security, data protection, audits, benchmarking, price reviews, discounts, indemnities, representations, warranties (whether express or implied), exclusions and limitations of liability, and covenants do not and shall not apply to the Zoom Services, provided that the Data Protection Clauses will apply to any Tier 1 customer support provided to Customer by Orange.

Subject to and without limiting any of the foregoing, the Specific Conditions for Voice Services apply, and the Zoom Services only include the features and functionality as provided and made available by Zoom.

Customer represents and warrants that it is not procuring or using the Zoom Services as or for a Government or Government Contractor; as used herein, "Government" means a federal, state or local government of any jurisdiction, including the bodies, organs, agencies, entities, departments, or organizations of such government, and "Government Contractor" means a contractor, supplier or service provider of the Government.

1.3 Standard Service Elements

Customer will receive the Zoom Services expressly identified in the Order. However, and notwithstanding anything to the contrary otherwise contained herein, elsewhere in the Agreement, in any Order, or in the Zoom Terms, the Zoom Services do not include, and Zoom will not provide, any features, functionality, or services identified as "Additional Features" for the Zoom Services. For clarity, any SIP Connected Audio that Orange may provide in connection with the Zoom Services is not a component or part of the Zoom Services.

For select Zoom Services identified by Orange or if Customer elects to receive the SIP Connected Audio Additional Feature, Customer also must order from Orange the Orange Contact Center Access and/or Business Talk Services, which are described in separate Service Descriptions and which may be subject to additional Charges. For the

avoidance of doubt, the Business Talk and Contact Center Access Services or any Service Management Services provided by Orange are not components or part of the Zoom Services.

1.4 Service Term and Transfer

1.4.1 The minimum Service Term for the Zoom Services is 12 months, except as otherwise agreed by Orange in writing.

1.4.2 If at any time during the Service Term Orange no longer resells the Zoom Services (in whole or in part), then Orange reserves the right, upon notice to Customer, to transfer and assign the Order(s) for such Zoom Services to Zoom, and Customer agrees that the Zoom Services will then be provided by Zoom directly pursuant to the Zoom Terms and the terms and conditions made available by Zoom at <https://zoom.us/terms> or such other URL(s) as Zoom may identify, except as otherwise agreed upon by Zoom and Customer in writing.

1.5 Charges

1.5.1 Orange will provide information regarding billing option(s) in the pricing for the Zoom Services or otherwise upon Customer's request. Depending on the billing option(s) selected by Customer, the Charges for the Zoom Services may include one-time, monthly recurring, or usage-based Charges. If monthly recurring Charges apply to the Zoom Services and the Zoom Services are terminated for any reason during the applicable Service Term, then Customer will pay to Orange an amount equal to the aggregate of the monthly recurring Charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination, in addition to any other early termination charges owed and notwithstanding anything to the contrary otherwise contained in the Agreement. For clarity, the fact that Customer will be responsible to pay Orange the Charges for the Zoom Services does not make Orange the provider of the Zoom Services, and it does not make Orange Zoom's third party service provider, subcontractor, agent or representative.

1.5.2 Notwithstanding anything to the contrary otherwise contained in the Agreement, the Charges for the Zoom Services are only valid for the duration of the Order Term, and Orange may modify the Charges upon any renewal of the Zoom Services. Orange will notify Customer of the changes to the Charges reasonably in advance of the renewal, and the changes to the Charges will apply unless Customer provides notice of non-renewal, as set forth in the General Conditions.

1.6 Data Processing

Exhibit A sets out the Description of Processing of Personal Data for Business Together With Zoom, which includes 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 for any Tier 1 customer support provided as part of Business Together With Zoom.

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 With Zoom**

The Zoom Services are provided subject to the Zoom Terms, including the Zoom Privacy Policy and Global Data Processing Addendum.

For any Tier 1 customer support provided by Orange, the following applies:

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.).	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.).	No
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.).	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.	No

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 [X] months after the creation of the invoice.
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	No	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	To be completed based on how long it is needed.

ExA.4 Purposes of Processing

Provision of the service to Customer, manage the service, cessation at end of contract.

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 BUSINESS TOGETHER WITH ZOOM®