

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS VPN SATELLITE SPOT SERVICE

1.1 Definition

The Orange Business VPN Satellite Spot Service is based on L-Band satellite frequency and is designed for low speed and limited IP satellite transmission volumes. As noted below, Customer may choose from two (2) types of Business VPN Satellite Spot Service. Business VPN Satellite Spot is only available for use with an Orange Network Service, which is described in separate Service Description attached to this Agreement.

1.2 Overview

The Charges for this Service are usage based - either by minutes of voice used or by megabits of data transmitted. Bandwidth is made available independently in the hub to remote Location direction (outbound, downstream, or forward carrier) or in the remote Location to hub direction (inbound, upstream, or return carrier) or in both directions simultaneously. The Business VPN Satellite Spot Service is provided in two different configurations:

- (a) **Single** - offers a usage based solution with a small remote antenna for one Location. A fixed monthly fee provides a given amount of data throughput, including Internet, corporate network, and voice services. Available cost controls can limit either maximum speed or maximum throughput.
- (b) **Bulk** - allows Customer to manage remote Locations as a fleet, using shared satellite space capacity among multiple different remote antennas.

1.3 Network Service Features Not Supported

Except as otherwise agreed upon by Orange in writing, the following Network Service options are not available with Business VPN Satellite Spot Service, including:

- ATM access;
- Integrated Internet access on the Customer-edge Router (as defined in the Business VPN Service Description) connected through the satellite link; and
- Multiprotocol Support (e.g. SNA, X.25, APLS, MATIP, DECnet IV, and IPX).

1.4 Fair Use Policy

The fair use policy on this Service will be implemented in both transmission directions. Customer shall backup only critical business application and email exchange. A fair use policy will be agreed to by Customer and Orange prior to the installation of the Service based upon the parameters set out in Table 1. Any modifications to the initial approved fair use policy may be subject to an increase in the Charges. Orange can build a fair use policy based on either IP address or port. Customer will be responsible for filtering and restricting the volume (the email attachment file size) and apply URL filtering. Upon Customer's request, Orange may propose solutions for Traffic/URL filtering.

Table 1: Fair Use Policy

Items		VSAT		Spot		Comments
		Primary	Back-up	Primary	Back-up	
Critical Business Applications		Yes	Yes	Yes	Yes	Should be developed according to the definition of customer expectation.
Voice not VoIP		Yes	Yes	Yes	No	Today voice is enable but integrated inside the bundle. It will be charged to the customer.
Video		Yes	Yes	Yes	No	
Internet						Internet usage needs to be detailed in order to identify which traffic should be or not flowing thru FBB back-up.
Instant Messaging						
1 hour of instant messaging	0.25-1 MB	Yes	Yes	Yes	TBD	
Web Browsing						
1 hour of web browsing	1.5-25 MB	Yes	Yes	Yes	TBD	
Download						
Download 100 emails	1-10 MB	Yes	Yes	Yes	TBD	
Download 1 photo	0.05-2 MB	Yes	Yes	Yes	No	
Download 1 MP3	3-8 MB	Yes	Yes	Yes	No	
Download 1 film trailer (720p)	50-100 MB	Yes	Yes	Yes	No	
1 software download	5-800 MB	Yes	Yes	Yes	TBD	
Download 1 film	700 MB-1.5 GB	Yes	Yes	Yes	No	

Items		VSAT		Spot		Comments
		Primary	Back-up	Primary	Back-up	
Skype call						
1 hour Skype call	180 MB	Yes	Yes	Yes	No	
1 hour Skype video call	219 MB	Yes	Yes	Yes	No	
Streaming						
Streaming 1 hour of video SD	100-250 MB	Yes	Yes	Yes	No	Should be managed by Orange in order to enable this possibility.
Streaming 1 hour of video HD	1-2 GB	Yes	Yes	Yes	No	Should be managed by Orange in order to enable this possibility.
Streaming 1 hour of audio	60-200 MB	Yes	Yes	Yes	No	Should be managed by Orange in order to enable this possibility.

1.5 Security

The Satellite Equipment includes an embedded encryption chip (e.g. 3 DES encryption), which may be activated only upon Customer's request and subject to an additional Charge.

NEITHER ORANGE NOR ITS THIRD PARTY SUPPLIERS WARRANT OR GUARANTEE THE SECURITY OF CUSTOMER'S SATELLITE TRANSMISSIONS USING THE ENCRYPTION CHIP OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT UNAUTHORIZED INTERCEPTION OF SATELLITE TRANSMISSIONS MAY OCCUR AND ORANGE WILL NOT BE LIABLE FOR ANY SUCH INTERCEPTION OR OTHER BREACH OF SECURITY RELATING TO ANY SATELLITE TRANSMISSION. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ITS OWN NETWORK SECURITY POLICY AND SECURITY VIOLATION RESPONSE PROCEDURES.

1.6 Acceptance Testing

Upon completion of the physical installation of the Business VPN Satellite Spot, Orange will commence acceptance testing to confirm that all aspects of the Service are operational.

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 VPN Satellite Maritime****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.).	Yes
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.).	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).	No, there is no link between vessel GPS and end-users application. today.
CRM 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.	No	
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).	No	
Customer reporting.	No	
Hosting.	No	
Other.	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.	Yes.
Customer's other end-users of the service who are natural persons (client of the Customer, etc.).	Yes, according to customer's usage.

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 VPN SATELLITE SPOT SERVICE