

#### PUBLICATION 1 SERVICE DESCRIPTION FOR CONTACT CENTER ACCESS

#### 1.1 Definitions

Capitalized terms used and not otherwise defined in this Service Description have the meanings given to them in the Agreement. In the event of any conflict between the definitions in this Service Description and those in the Agreement, the definitions herein will control for purposes of this Service Description. As used in this Service Description, the following terms shall have the meanings set forth below:

"Access" means the connection from a Contact Center Location to the Orange Voice Network.

"Contact Center Location" means Customer's contact center sites.

"Dedicated Access" means a network access/egress method using dedicated lines between a Contact Center Location and the Orange Voice Network. Both inbound and outbound traffic can be carried through this Dedicated Access. Depending on Customer's preference, either Orange or Customer may procure the Dedicated Access from the TO.

"IP VPN Access" means a network access/egress method using IP VPN provided by Orange to terminate the call to the Contact Center Location. Both inbound and outbound traffic can be carried through this IP VPN Access.

"PSTN Number" means a Public Access Number, as described in Clause 1.6.1 (PSTN Numbers).

"Public Access Number" means the public access telephone numbers provided by Orange (or Customer - i.e. Premium Rate Number), which are used by a calling party to call the Contact Center Location. Customer may also provide its own Public Access Number if Orange is able to support the number portability feature, which is described in Clause 1.8 (Number Portability).

"Revenue-Share Number" means a Public Access Number as described in Clause 1.6.5 (Revenue-Share Number) below

"Switched Access" means an access/egress method using PSTN lines between a Contact Center Location and the Orange Voice Network. The provisioning of the PSTN lines is not included in Contact Center Access.

"Toll-Free Number" means a Public Access Number as described in Clause 1.6.2 (Toll-Free Numbers) below.

"Toll-Share Number" means a Public Access Number, as described in Clause 1.6.4 (Toll-Share Number) below.

"UIFN Number" also known as "Universal International Freephone Number" means a Public Access Number, as described in Clause 1.6.3 (UIFN Numbers) below.

#### 1.2 Service Overview

The Contact Center Access Service connects Customer's Contact Center Locations (as defined below) to the Orange Voice Network (as defined below), for both domestic and international inbound traffic. Orange provides specific Public Access Numbers (as defined below) allowing callers in each Originating Country (as defined below) specified by Customer to access the Contact Center Locations, in accordance with a defined routing plan. Public Access Numbers can be provided in regular PSTN format or in various non-geographical formats, such as toll-free numbers.

Contact Center Access is based on the Orange Intelligent Network ("IN" or "Intelligent Network") platform. Optional intelligent routing features (which may be subject to additional charges) are available with Contact Center Access, as are other value-added services, including Interactive Voice Response ("IVR") and Network Contact Manager ("NCM"). IVR allows Customers to provide automated answers to callers for routine information, identify the callers, understand the callers' intent, and routing access numbers to different Contact Center Locations based on a set of Customer-specified variables. NCM allows Customers to optimize and monitor the resources and incoming call flow of their Contact Center Locations.

#### 1.3 Contact Center Connections

In consultation with Customer, Orange will determine the infrastructure of the Customer's network and the Access method for connecting each Contact Center Location to the Orange Voice Network. Customer will only connect equipment approved by Orange to the Orange Voice Network. Customer is responsible for all costs associated with any required upgrade to the PBX, including but not limited to additional cards, software upgrades, and labor and materials charges for installation and wiring.

#### 1.4 Contact Center Location Access to Orange Voice Network

Customer may connect its Contact Center Location to the Orange Voice Network through one of the following Access methods, subject to the availability of the Access method:

1.4.1 **Dedicated Access.** A Dedicated Access is composed of a certain number of circuits, as determined by Orange, based on Customer's traffic forecast for each Contact Center Location. When the Contact Center Location is connected to the Orange Voice Network through a Dedicated Access, Contact Center Access includes the procurement of the Dedicated Access from the TO, unless Customer chooses to procure the Dedicated Access directly from the TO.

When Orange provides a Dedicated Access to Customer, the point of demarcation of Contact Center Access is the last interface device between the TO and the Customer's PBX. In the event that Customer procures a Dedicated Access directly from the TO, the point of demarcation of Contact Center Access is the Gateway. The Orange account manager will confirm the availability of Dedicated Access in a particular country at the time of the Order. The ability of

Orange (or Customer) to procure Dedicated Access directly from a TO is subject to regulatory conditions of each jurisdiction.

- 1.4.2 IP VPN Access. When Orange provides Access using IP VPN Access, Customer must also purchase the IP VPN Service provided by Orange, which is described in a separate Service Description. When the Access is provided via the IP VPN, the point of demarcation of the Contact Center Access is the same point of demarcation as for the IP VPN Service provided to Customer. The point of demarcation will depend on whether Customer purchases customer-managed IP VPN Service or Orange-managed IP VPN Service.
- 1.4.3 **Switched Access.** When the Access is through a Switched Access, then the Orange point of demarcation is the Orange interconnection point with the national telephony operator used by Orange for the Switched Access connection. The Orange account manager will confirm the availability of Switched Access in a particular country at the time of the order.
- 1.4.4 **PSTN Termination.** PSTN Termination is an egress method (i.e. inbound calls only) using PSTN lines between the Orange Voice Network and the Contact Center Location. This method is used only when Switched Access is not available in the country of the Contact Center Location.

#### 1.5 Inbound Traffic

To access the Contact Center Location from each Originating Country, Orange provides a range of Public Access Number options according to how Customer wishes to arrange calls to be handled and paid for by the caller. Each Public Access Number assigned to Customer terminates to a Gateway and is then automatically translated into a predefined routing number to reach the Contact Center Location.

#### 1.6 Public Access Numbers

This Clause describes the different means of access to a Contact Center Location. Public Access Numbers are either geographic or non-geographic (i.e. not physically bound to a unique location in the Originating Country).

- 1.6.1 **PSTN Numbers.** A PSTN Number is an in-country geographic number, which is a part of the public numbering plan of that country. It is owned by the local TO and routed on the basis of geographical information in the PSTN Number format. With a PSTN Number, the caller is charged by its own TO for the portion of the call from the caller's location to the Gateway at the TO's applicable rates and fees. Orange will charge Customer for the portion of the call between the Gateway in the Originating Country and the Contact Center Location, to which the call is transmitted.
  - Orange will be entitled to change the PSTN Numbers assigned by Orange to Customer, without any liability to Customer, when such change results from the relocation of a Gateway on the Orange Voice Network or from a change of the public numbering plan in the country where the PSTN Number is attached.
- Toll-Free Numbers. A Toll-Free Number is a non-geographic number attached to a specific country. It can be provisioned either a domestic toll-free/freephone number or an international toll-free/freephone number defined by the local TO. With a Toll-Free Number, the call is free to the caller from phones connected to fixed public telephony operators within the Originating Country. Orange will charge Customer for the entire call from the caller location to the Contact Center Location to which the call is transmitted. Orange will be entitled to change the Toll-Free Number assigned by Orange to Customer, without any liability to Customer when such change results from a change by the TO of the Toll-Free numbering plan.
  - In any month where the percentage of Toll-Free Number calls to Customer originating from mobile phones is greater than ten percent (10%) of total Toll-Free Number calls to Customer during that month, Orange reserves the right to increase the charge to Customer for such calls or to impose a surcharge on such calls.
- UIFN Numbers. A UIFN Number provides the same toll free number in all Originating Countries. Callers using a UIFN Number dial their international access code followed by "800" and then an eight digit number (+800 XXXX XXXX). With a UIFN Number, the call is free to the caller from phones connected to fixed public telephony operators within the Originating Country. Orange will charge Customer for the entire call from the caller's location to the Contact Center Location to which the call is transmitted. Orange will be entitled to change the UIFN Number assigned by Orange to Customer, without any liability to Customer, when such change results from a change of the UIFN numbering plan of the International Telecommunication Union. Each Originating Country/local TO may decide whether or not to implement and/or offer UIFN service, and it is not available from every country that offers toll-free service.
  - In any month where the percentage of UIFN Number calls to Customer originating from mobile phones is greater than ten percent (10%) of total UIFN Number calls to Customer during that month, Orange reserves the right to increase the charge to Customer for such calls or to impose a surcharge on such calls.
- 1.6.4 **Toll-Share Number.** A Toll-Share Number is a non-geographic number defined by the local TO. Orange will order Toll-Share Numbers for Customers and will directly bill Customers for the charges related to them.
  - With a Toll-Share Number, the caller is charged by its local TO, regardless of the location from where the call is placed within the Originating Country. Orange charges Customer for the portion of the call not paid by the caller to reach the Gateway in the Originating Country and the Contact Center Location to which the call is transmitted.
  - Orange reserves the right to change any Toll-Share Numbers when such change results from a change by the TO of the Toll-Share numbering plan.

In any month where the percentage of Toll-Share Number calls to Customer originating from mobile phones is greater than ten percent (10%) of total Toll-Share Number calls to Customer during that month, Orange reserves the right to increase the charge to Customer for such calls or to impose a surcharge on such calls.

1.6.5 **Revenue-Share Number.** A Revenue-Share Number is a non-geographic number defined by the local TO. With a Revenue-Share Number, the TO will charge the caller a premium over the normal tariff rate. Orange will order Revenue-Share Numbers for Customer and will directly bill Customer for the charges related them and will pay Customer an agreed amount based on a per minute rate and/or per call rate, applied to Customer's actual call traffic, as detailed in Exhibit A to this Service Description.

Orange will charge Customer for the remaining portion of the call between the Gateway in the Originating Country and the Contact Center Location to which the call is transmitted.

The ability to obtain such Public Access Numbers is subject to local Laws and Regulations. Orange will provide Revenue-Share Numbers only for Business purposes. Since Revenue-Share Numbers are highly regulated in some countries, Orange reserves the right to refuse to provide Revenue-Share Numbers in its sole discretion. If Orange agrees to provide Revenue-Share Numbers then Exhibit A to this Service Description applies.

#### 1.7 Public Lines

In each Originating Country chosen by Customer, Orange provides public lines between the Gateway chosen by Customer and the local PSTN to carry calls to the Contact Center Location (each, a "Public Line"). Public Lines are shared among all Customers.

The amount of Public Lines required for each Gateway is based on Customer's traffic forecasts for inbound calls, and will be specified in the Order Forms.

Depending on Customer's traffic evolution, this amount may be modified by the addition or deletion of Public Lines attached to each Gateway.

Orange uses the Erlang Law to estimate the number of Public Lines required. Usual assumptions are 14% of calls during the busiest hour, 22 working days per month and a blocking factor of 1% maximum.

Orange may separately charge Public Lines to Customers if their requirements in terms of number of Public Lines do not match the above assumptions.

#### 1.8 Number Portability

Number portability is the ability to keep Public Access Number while routing the calls through another carrier. As a chargeable option and only on a case-by-case basis, Orange can provide number portability. Orange cannot support the number portability feature in countries where it is not a licensed carrier. In all instances, the ability by Orange to support the number portability feature is subject to regulatory restrictions.

If Customer chooses to use Contact Center Access while keeping public access numbers initially assigned by another carrier, Orange can study the feasibility of the number portability and, when feasible, implement the number portability in coordination with the local TO.

If Customer chooses to leave Contact Center Access but opts to keep any Public Access Number assigned by Orange, then Orange can study the feasibility of the number portability. If Orange determines that it is able to support the number portability feature, then it will implement the number portability in coordination with, and subject to the cooperation of the local TO.

A power of attorney from Customer may be required to implement the number portability, and in some cases the TO may impose additional charges to process the power of attorney. Customer is responsible for payment of all such charges.

## 1.9 Number Translation

In each Originating Country, the Public Access Number is translated within the Orange Voice Network into a routing number pre-defined with Customer.

At the time a call is received, the Contact Center Location can identify the dialed number and the Originating Country of the call while using this routing number. The Contact Center Location's equipment must be configured to process the digits.

#### 1.10 Overflow on Arrival

When the Dedicated Access or IP VPN Access is not available, the Overflow on Arrival feature enables the re-routing of incoming calls to the Contact Center Location through the PSTN.

The Overflow on Arrival feature is always provided to the Contact Center Location connected to the Orange Voice Network through Dedicated Access or IP VPN Access except when Orange is unable to provide it due to local Law and Regulation.

For Dedicated Access, the overflowed traffic is charged as a regular inbound call to a Contact Center Location connected to the Orange Voice Network through Switched Access or PSTN Termination. For IP VPN Access, the overflowed traffic is charged as a regular inbound call.

#### 1.11 Outbound Traffic

When a Contact Center Location is connected to the Orange Voice Network through a Dedicated Access, Voice for IP VPN Access, or a Switched Access, Customer can also make outbound calls. Outbound calls are subject to regulatory restrictions. A specific price schedule for this feature will be set out in applicable Charges Schedule.

## 1.12 Intelligent Network Features

Orange can provide Contact Center Access with one or more of the optional Intelligent Network features enumerated below. The Orange account manager can provide Customer with details of each optional feature upon request. Features compatibility may be restricted in some instances. In addition, these optional features are subject to additional charges.

- (a) Time Dependent Routing feature (e.g. day of week routing, time of day routing, day of year routing);
- (b) Alternate Destination feature (e.g. alternate destination on Call Limiter / on Busy condition/ on No Answer);
- (c) Number Translation feature (e.g. virtual On-Net, forced On-Net);
- (d) Accounting Code feature;
- (e) Network Interactive Voice Response ("IVR") feature;
- (f) Network Contact Manager feature; and
- (g) Emergency Routing Plan feature.

### 1.13 Call Detail Records Optional Feature

The Call Detail Records Optional Feature allows the User to download its Call Detail Records (CDRs) in near real time (i.e. a few seconds after a call is connected) and for up to 3 months of call history through an API made available by Orange. One-time and monthly recurring Charges apply to the Call Detail Records Option.

#### 1.14 Data Processing

Exhibit B 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. If Orange provides the Call Detail Records Optional Feature described above, Orange will provide access to the CDRs of Contact Center Access callers in accordance with the instructions of Customer to enable real-time monitoring and reporting. Customer confirms that it is has given appropriate notice and has obtained appropriate consents from the Data Subjects to lawfully enable such Processing of the CDRs.

#### **EXHIBIT A ORANGE REVENUE-SHARE NUMBER SERVICES**

The Revenue-Share Number Service is an option to Contact Center Access. Capitalized terms used and not otherwise defined in this Exhibit A shall have the meanings given to them in the Service Description or the Agreement.

### **ExA.1** Service Overview

The Orange Revenue-Share Number Services consist in the subscription by Orange to the local TO for a Revenue-Share Number, to allow the Customer to provide to Callers a payable audio phone service and to receive a payment from Orange, based on the volume of traffic generated by the Revenue-Share Number.

### ExA.2 Definitions

"Callers" means the Users of the Revenue-Share Number allocated to the Customer under the RS Service.

"Orange RS Services" means the Revenue-Share Number Services described in this Exhibit A.

"RS" means a Revenue-Share Number assigned by Orange to the Customer.

### ExA.3 Duration And Termination of the RS Service

- ExA.3.1 Notwithstanding any contrary provisions of the Agreement or the Service Description, Orders for Orange RS Service shall have a minimum term of 12 months ("Minimum Service Term").
- ExA.3.2 Should the Customer terminate its RS Service before expiration of the Minimum Service Term, then all MRC (as defined in Clause ExA.4.2 below) for the Minimum Service Term shall be due to Orange. Termination at the date of, or after, expiration of the Minimum Services Term shall follow the applicable terms and conditions set forth in the General Conditions and Specific Conditions for Network Services in the Agreement.

## ExA.4 Revenue-Share Numbers Charges and Invoicing

- ExA.4.1 **Set-up charge:** Customer will be charged for an initial set-up charge per RS assigned to the Customer, as indicated in the accepted Order Form or the Charges Schedule.
- ExA.4.2 **Monthly Recurring Charges ("MRC"):** Customer will be charged for a fixed MRC, as indicated in the accepted Order Form or the Charges Schedule.
- ExA.4.3 **Usage Charge:** Orange will charge the Customer for the traffic charges related to the RS. These traffic charges are in addition to International and Domestic Usage Charges billed by Orange to Customer pursuant to Clause 1.6.5 (Revenue-Share Number) of the Service Description.
- ExA.4.4 **RS Payments:** The agreed payments from Orange to Customer for the Orange RS Service will be indicated in the accepted Order or the Charges Schedule. The payment to the Customer for each call will be based on the duration of the call excluding ringtone time.

Within one (1) month after the end of any period over which payments for RS calls are calculated, Orange will issue to the Customer a statement showing the amount of the RS payment and the details of the calculation of the payment due by Orange. Orange will issue a credit note to Customer for the corresponding amount in the next Contact Center invoice, except that Orange reserves the right to withhold, or make deductions from, such payments where any other telecommunications provider withholds payments from Orange in respect of RS calls made to the Customer.

ExA.4.5 **Price Changes:** Orange reserves the right to change any of the above charges for the RS (except the set-up charge), when such change results from the change of the RS pricing of the relevant TO. Orange will exercise all reasonable efforts to give the Customer not less than one (1) month's prior notice of such change.

#### ExA.5 Customer Compliance with Local Laws and Regulations

- ExA.5.1 Customer acknowledges and agrees that it is Customer's responsibility to:
  - (i) ensure that the use of the RS complies with any applicable local Laws and Regulations, and
  - (ii) obtain the required approvals and licenses at the appropriate time and maintain such licenses and approvals for the duration of any Orders for RS Service.
- ExA.5.2 Orange will exercise reasonable efforts to provide the Customer with links to third-parties' websites holding Revenue-Share number Laws and Regulations, but makes no representation or warranty to Customer regarding the currency, accuracy or completeness of any such listing of websites or of any content on such websites. Where Laws and Regulations are not available from the internet, Orange will exercise reasonable efforts to provide a copy of any publicly-available documentation in local language upon Customer request. The information provided by Orange is up-to-date to the best of its knowledge at the date it is transmitted by Orange to the Customer but the Customer is responsible for keeping up-to-date with applicable local Law and Regulation.
- ExA.5.3 Customer acknowledges that it is fully aware of, and agrees to comply with, all applicable Laws and Regulations governing the use of the Revenue-Share Numbers. Customer agrees to indemnify, hold harmless and defend Orange from and against any claims or suits which arise or result from the content of the information carried over the RS and, more generally, from Customer's failure to fulfill its obligations under this Clause ExA.5.

ExA.5.4 Orange reserves the right to suspend the Orange RS Service at any time, without notice and without liability from Orange to Customer, if Orange discovers or reasonably believes that the Customer is, or is threatening to be, in breach of any Law or Regulation with governing the use of the RS. In this case, Orange will promptly inform Customer in writing, listing the reasons for the suspension of the RS Services. If the Customer does not prove to the reasonable satisfaction of Orange that the breach(es) has/have been corrected within twenty four (24) hours from Customer's receipt of the communication, then Orange shall have the right to terminate the RS Service without further notice.

### **ExA.6** Compliance with Specific TO's Contractual Requirements

Customer acknowledges and agrees that it is Customer's responsibility to ensure that the use of the RS complies with any requirement (such as a minimum traffic) imposed by the local TO that provided the RS to Orange. Customer agrees to indemnify and hold Orange harmless from any service disruption or cancellation that results from Customer's failure to fulfil its obligation under this Clause ExA.6.

#### ExA.7 Miscellaneous

- ExA.7.1 Orange shall not be responsible for any change in the domestic numbering plan of the country that will lead to a change of number format for the Customer.
- ExA.7.2 Customer will not make any reference to Orange in connection with the RS Service without prior written approval from Orange.

# EXHIBIT B DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR

Name of the Service: Contact Center Access

## **ExB.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.).   | No  |
| 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.).  | 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  |

# ExB.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).  | Yes |  |  |
| 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  |  |  |

## ExB.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.  | No  |   |  |
| Other. [if yes please describe]   | No  |   |  |

# ExB.4 Purposes of Processing

Provision of the service to Customer.

# ExB.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 |

### ExB.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 CONTACT CENTER ACCESS**