

PUBLICATION 1 SERVICE DESCRIPTION FOR CUSTOMIZED INFRASTRUCTURE CARE

1.1 Definitions

All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them in elsewhere in the Agreement.

"Appliances" means the supervision polling appliances provided by Orange as part of the CIC Service to monitor the operational status of, performance of, or configuration changes to Devices.

"Change" means a modification (i.e. move, add, change or deletion) to the software configuration of a Device.

"Change Catalog" means the Orange schedule of the Changes that may be provided as part of the CIC Service, which schedule may be modified by Orange from time to time. A copy of the Change Catalog will be made available on the CIC Portal. The Change Catalog will identify the applicable and available categories and priorities for Changes.

"Chronic Incident" means more than 3 closed Incident Reports of any Severity Level are reported during the previous 4 consecutive weeks for Customer, for the same Device, including Severity Level-1 Incident Reports opened by Proactivity with a Mean Time To Repair of more than 20 minutes, but excluding all other Incident Reports opened by Proactivity.

"CIC Portal" means the web portal provided by Orange as part of the CIC Service that allows Customer to report and track Incidents, request and track Changes, obtain information regarding the inventory of and information relating to the Devices, and access near real-time dashboards and reports for the Devices, using a login name and password provided by Orange.

"CIC Service" means the Customized Infrastructure Care Service described in this Service Description.

"Configuration Management Database" or **"CMDB"** means the authorized configuration items, information, or inventory of the Devices.

"Customer Devices" means Devices that are not managed by Orange as well as the Devices that are co-managed by Orange and Customer or a third party.

"Devices" means the Simple Network Management Protocol (SNMP) Management Information Base (MIB) II compliant equipment (e.g. routers, switches, servers, etc.) provided by Orange as part of an Orange Service (other than the CIC Service) or by Customer or a third party as part of Customer's telecommunications system, and for which Orange provides the CIC Service. The Devices will be identified in the COG (as defined in Clause 1.2.1 below).

"Customer Network Elements" means the equipment (e.g. routers, switches, servers, etc.) provided by Customer or a third party as part of Customer's telecommunications system and used with or as part of the Supported Service, for which Proactivity is available, as identified in the COG (as defined in Clause 1.2.1 below).

"Guaranteed Time To Repair" or **"GTTR"** will have the meaning ascribed to it in the SLA for the Supported Service, if a GTTR Service Level applies to the Supported Service.

"Incident" means a failure or malfunction of a Device. Incidents do not include Device unavailability during Scheduled Maintenance.

"Incident Owner" means the Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using the CIC Portal or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident. The Incident Owner will be responsible for coordinating the Orange personnel necessary to resolve the Incident Report.

"Incident Report" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident. Incident Reports are opened reactively when Customer reports an Incident, or proactively by Proactivity.

"Proactivity" means the Orange set of systems and processes that detect Incidents on the Devices and that create Incident Reports relating to such Incidents.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, the Orange Services or the Orange Network.

"Service Improvement Program" or **"SIP"** means the program initiated by the CSM (as defined in Clause 1.2.3 below) when either Customer or Orange raises specific issues regarding the Orange performance for an Orange Service covered by the CIC Service support being below the applicable Service Levels, which program may include actions to be performed by the Parties, completion dates of milestones, and the target completion date for the SIP, among other information. The scope of the SIP will be mutually agreed upon by the Parties.

"Severity Level" means the amount of impact an Incident has on the operation of the Orange Service or Customer's telecommunications network, as described in Clause 1.3.2 below (Incident Report Severity). The Severity Level also may be referred to as the "Incident Priority."

1.2 Scope of Service

1.2.1 **CIC Service Implementation and Profiles.** The Parties will validate and mutually agree on a high-level design for the CIC Service, and the Charges for the CIC Service will be based initially and tentatively on such design. Thereafter, an Orange consultant (provided as a separate service and subject to additional terms and conditions and charges) must assess each Device and gather performance data to determine thresholds, create a low-level design, and provide input into a Customer Operations Guide or such other operational documentation for the CIC Services

agreed upon by the Parties in writing ("COG"). Orange reserves the right to increase the Charges for the CIC Service up to five percent (5%) based on the outcome of and information provided in the low-level design as well as the actual number of Incidents generated and the level of support provided within the first three (3) months of the CIC Service being activated.

The COG will describe the service management activities, contacts, and escalation procedures for the CIC Service, designate a Profile (e.g. Basic, Advanced, etc.) for each Device, and identify the MIB II objects and traps to be monitored per Device. Generally, the Basic Profile includes the Incident Management and Problem Management services described below, whereas the Advanced Profile includes all of the services described in this Service Description. However, the Parties may agree on a Profile and the services to be provided for Devices otherwise in the COG.

Orange will deploy the Appliances and connect them to Customer's network, and Orange will be responsible for the configuration of Orange Devices. Customer is responsible for the configuration of the Customer Devices, unless otherwise agreed upon by the Parties in writing. Any reconfiguration of Customer Devices performed by Orange will be considered a Change, subject to additional Charges. Customer will provide Orange with physical access to all Devices located on Customer's premises in a timely manner so that Orange can provide the CIC Service to Customer. Customer also will provide Orange with the appropriate level of access to Customer Devices (e.g. SNMP read and ICMP access, etc.) as well as all authorizations and permissions (e.g. Letter of Agency) from third parties as required to enable Orange to provision the CIC Service. Orange will not be responsible for any delay or failure of the CIC Service caused by the configuration of Customer Devices not performed by Orange or by Customer's failure to provide Orange with access or authorizations and permissions, as described herein. In the event Orange is delayed in providing or cannot provide the CIC Service as a result of Customer's act or omission, Orange reserves the right to invoice Customer for any third party vendor charges incurred by Orange for the CIC Service from the date on which such charges are being invoiced to Orange by the relevant third party.

1.2.2 **Service Desk.** Orange will provide Customer with access to a designated Service Desk, which will be Customer's primary point of contact (in English only) regarding Incidents for Incident Management, Problem Management, and Changes for Change Management. The Service Desk will address only requests and service calls made by authorized Customer personnel (i.e. Customer's service desk).

1.2.3 **CSM.** The Customer will receive support from a designated English-speaking Customer Service Manager ("CSM"), who will be available during Business Hours. The CSM will proactively manage operational performance within Orange on Customer's behalf and work with Orange internal operations groups to maintain or improve performance of the Devices as needed. The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the Devices, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts. The CSM will respond to Customer's inquiries promptly. On an annual basis, the CSM will initiate a review and any update of the design for the CIC Service, and Customer will reasonably assist and cooperate with the CSM.

1.2.4 **Release Manager.** If mutually agreed upon by the Parties and set forth in the COG, Orange will provide a Release Manager, who will be available during Business Hours and who will be Customer's primary point of contact for, and will be responsible for, the service activities expressly defined in the COG. The responsibilities of the Release Manager may include:

- (a) conduct a bi-annual Customer VPN audit, which may include information regarding security violations, redundancy configuration and testing, network diagrams;
- (b) conduct quarterly non-disruptive mission critical site (MCS) testing (i.e. configuration checks) for Customer's VPN;
- (c) participate in the monthly Customer meeting, where the Release Manager may present a report regarding the bi-annual audit and quarterly MCS testing;
- (d) maintain the technical documentation for the Devices; and
- (e) manage the provisioning and configuration of new Locations to Customer's existing VPN (excluding any new services, changes in design or transfer of connections), not to exceed 2 connections per month or 10 connections per consecutive 6-month period.

1.2.5 **MSS and CIC Portal.** Orange will provide Customer with access to MSS as well as to the CIC Portal.

1.3 Incident Management

1.3.1 **Opening an Incident Report.** Customer may call the Service Desk directly using the PIN code provided by Orange to report an Incident, or Customer may report Incidents to the Service Desk via the CIC Portal. The Service Desk will analyze and diagnose Incidents for Devices and retain ownership of the Incident Report until the Incident is resolved. The Service Desk will update Customer regarding open Incident Reports via the CIC Portal or by telephone.

Customer may contact the Service Desk to escalate Incidents if there are concerns regarding the quality of the CIC Service provided, the method in which an open Incident Report is progressing, or the impact to Customer's business operations.

1.3.2 **Incident Report Severity.** All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish the Device restoration timeframes. Incident Reports are assigned one of the following four Severity Levels, which Orange may modify from time to time:

Severity Level	Outage Type
1	Outage of Service
2	Degradation of Service
3	Service Affected Intermittently
5	Service Not Affected / Chronic Fault
*Note: There is no Severity Level 4.	

1.3.3 **On-Site Support.** Orange will provide on-site support for Orange Devices. If Orange determines that on-site technical support is necessary after an Incident Report is opened for an Orange Device with a Profile including on-site support, a field engineer will be dispatched to the affected Location. Orange targets a 4-hour average for dispatch and arrival on-site by its field engineers, although the actual time it takes to arrive on-site will depend on several factors, including the proximity of the affected Orange Device Location to an Orange service center, the time of day in which the Incident occurred and was reported to Orange, the type of Incident and the assigned Severity Level. Upon arrival at the Location, the field engineer will use commercially reasonable efforts to restore the Orange Device to proper operational condition as soon as practicable. Orange typically targets an average restore time of 4-hours after arrival on-site for a Severity Level-1 Incident, although the actual time required to restore the Orange Device will depend on several factors, including the field engineer's ability to access the Orange Device, the type of Incident, the assigned Severity Level and availability of necessary Customer or third party personnel, such as TO personnel. The on-site support targets provided in this Clause 1.3.3 for the average time-to-arrive at the Orange Device Location and time-to-restore an Incident are objectives only and will not affect any GTTR Service Level that may otherwise be provided in an SLA for an Orange Service.

Customer is responsible for providing the support and maintenance for all Customer Devices and Orange will not be responsible or liable for resolving, or providing on-site support for, Incidents relating to Customer Devices, unless otherwise agreed upon by the Parties in writing. When Customer reports an Incident, or Orange detects an Incident through Proactivity, that relates to the Customer Devices, then the Service Desk will contact Customer or Customer's third party provider, as applicable per the COG, to report the Incident for resolution; neither Customer nor Customer's third party provider will be considered a subcontractor, agent, or third party provider of Orange.

1.3.4 **Information and Documentation.** Customer will have online access to information on and track active Incident Reports through the CIC Portal, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

1.3.5 **Internal Escalation Procedure.** Orange has established detailed escalation processes that are designed to advise internal Orange personnel and Customer personnel that normal restoration processes are not able to resolve an Incident within the stated restoration timeframe. The escalation process is based not only on the amount of time that has elapsed since the Incident Report was opened, but also the assigned Severity Level. Orange will provide the applicable escalation guidelines upon Customer's request. An escalation may be stopped or impeded if the nominated Customer contact is not available to complete testing or to provide access to the Device for Orange personnel to make the repair, or when an estimated time of repair has been stipulated outside of the normal escalation timeframe. However, if this estimated time to repair is not met, then escalation to the next appropriate level will take place.

1.3.6 **Proactivity.** Orange will identify in the COG the Devices at the Locations for which Proactivity will be provided, and Proactivity will monitor the Devices on a 24x7x365 basis, excluding periods of Scheduled Maintenance or Change Management activity. Incident Reports will be created for Severity Level-1 Incidents lasting at least 14 minutes from the detection of the Incident on the affected Device, and Incident Report query and reporting features also will be provided. Orange will notify Customer via the CIC Portal within 10 minutes when an Incident Report is created. Customer will provide Orange with at least 5 days' notice of any maintenance or other work to be performed on Customer's equipment or network or at the Location that may affect the Devices. Customer also will ensure that all Devices receive adequate power and remain "on" to avoid false alarms.

1.3.7 **Incident Closure.** All Incidents will be considered closed after verbal agreement of Customer (which will not be unreasonably withheld) or, if Orange is unable to contact Customer, within 3 Business Days of the first attempt by Orange to contact Customer.

1.4 Problem Management

The Service Desk will identify and investigate Chronic Incidents for Devices in an effort to reduce repetitive Incidents by examining recurring trends and identifying root causes of Chronic Incidents. The Service Desk also will prepare Chronic Incident Reports if a Chronic Incident is due to Orange or is undefined, but not if the Chronic Incident is due to Customer. Problem Management will apply only to Orange Devices and not to Customer Devices, unless otherwise agreed upon by the Parties in writing.

1.5 Configuration Management

Orange will document and make available to Customer through the CIC Portal the inventory and physical attributes of the Devices, and Orange will plan for, identify, control, and verify the CMDB covered by the CIC Service. Orange will maintain a backup of the configurations for the Devices and will restore such configurations in the event of a loss of such configuration, subject to Customer's authorization.

1.6 Change Management

- 1.6.1 Except as otherwise expressly agreed upon by the Parties in writing, Orange will implement Changes only on Orange Devices with Profiles that include the Change Management Services, and Customer will be solely responsible for Changes for and to Customer Devices. Any Changes that Orange may agree to make to Customer Devices will be subject to additional charges. Customer will ensure that any Changes requested will not interfere with the proper operation of Customer's network or the Orange Network or Orange Voice Network.
- 1.6.2 Both Orange and Customer will appoint and identify in the COG authorized personnel from each Party to serve on a Change Advisory Board (CAB), which will be responsible for providing authorization and advice on the implementation of Changes. The CAB will be responsible for making binding decisions on requested Changes; any Changes on which the CAB does not agree will not be implemented. Orange will provide on the CIC Portal a Forward Schedule of Change (FSC) identifying all known and approved future changes to both Customer and the CAB on an ongoing basis.
- 1.6.3 Customer will request all Changes for the Devices to the Service Desk online using the CIC Portal, and the Service Desk will be Customer's single point of contact for all such Change requests. For all Change Requests, Customer will use the Orange Change Request Form provided on the CIC Portal. Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts. Customer will identify on the Orange Change Request Form the time or date by which Customer requests the Change to be implemented. For expedite Changes (i.e. Changes to be implemented in more than 4 hours and less than 24 hours), Customer will provide a maintenance window with a start time (in GMT) for the Change on the Orange Change Request Form.
- 1.6.4 Orange will identify the target implementation lead times for Changes either in the COG or upon receipt of Customer's Change request. Except as otherwise provided herein, the target lead time will begin on the date that the Service Desk acknowledges receipt of a fully documented and accurate Orange Change Request Form submitted by an authorized Customer contact (which acknowledgement will be via email to the appropriate Customer contact) and will end on the target completion date or time. If Orange objects to or cannot comply with the target completion date or time identified on Customer's Change Request Form for any reason, or if Customer does not identify a target completion date or time on the Orange Change Request Form, then Orange will reasonably determine the target completion date or time based on the nature of Customer's requested Change and will advise Customer of such.
- 1.6.5 Orange will advise Customer if any on-site contact is required to implement a Change, and Customer will ensure that such contact is available to Orange at the Location at the time the Change is implemented.
- 1.6.6 Orange will implement Changes as identified in the Change Catalog. All Changes (e.g. no impact, little impact, clear impact, or significant impact), regardless of the applicable lead-time (e.g. urgent, expedite, express or standard), are chargeable. Any type of Change not identified in the Change Catalog or that otherwise requires considerable resources to implement (as determined by Orange in its sole discretion) will be considered a "Significant Impact" Change, for which a specific request for quotation must be made by Customer to Orange. The Parties will mutually agree on the charges and lead times applicable to each Significant Impact Change.
- 1.6.7 Customer will receive support from a designated Change Manager, who will be available during Business Hours. The Change Manager will be responsible for managing the Change Management activities for Customer within Orange, including the circulation of Change requests to the CAB, convening and chairing the CAB meetings, authorizing or rejecting Changes based on the authorizations and advice provided by the CAB, logging and prioritizing Change requests, and working with other Orange internal groups to address and process Changes.

1.7 Capacity Management

The CSM will review the select technical indicators for the relevant Devices on a monthly basis and will document in the CSM Monthly Report any upgrade or change that may be recommended based on such review.

1.8 Availability Management

When possible, the CSM will notify Customer 9 days in advance of any Orange Network Scheduled Maintenance that may result in a disruption of Customer's Devices. The CSM also will review the availability of the infrastructure for the Devices and will provide to Customer any recommendations for improvement of such availability.

1.9 Service Level Management

- 1.9.1 **SIPs.** In cases where the Orange performance is below the Service Levels applicable to Orange Services receiving the CIC Service support, the CSM will document and explain the Orange performance, including any mitigating circumstances. The CSM also will initiate a SIP to meet the applicable Service Levels and monitor the results of such program. The scope of the SIP will be mutually agreed to by the Parties. Upon Customer's request and if a Chronic Incident is due to Orange or is undefined, the SIP will include a Chronic Incident Report and a plan of action for Chronic Incidents at Locations receiving such Orange Services. If the Chronic Incident is due to Customer, Orange will review with Customer but will not open a Chronic Incident Report.

Also, upon Customer's request, the CSM will provide a "post mortem" report for a specific Incident in the SIP if at least one of the following criteria is satisfied:

- (a) The GTTR Service Level was not met;
- (b) An Incident was assigned a Severity Level-1 or -2, and the actual time to repair (a) for a Severity Level-1 Incident was more than 6 hours, or (b) for a Severity Level-2 Incident was more than 8 hours.

Customer must request the post mortem report in writing no later than 5 Business Days from the date on which the Incident is closed, and Orange will provide such report no earlier than 4 Business Days from its receipt of Customer's request. The post mortem report includes a root cause analysis and an action plan with associated owners to avoid a repetition of Incident management failures.

Once a SIP is closed, the CSM will continue to monitor the relevant Supported Services for the following 3 months.

1.9.2 **Reporting and Customer Meeting.** The CSM will prepare and deliver a report (the "CSM Monthly Report") for the Devices once a month, by the 15th day of the month, covering data collected during the previous month. The CSM Monthly Report will be delivered by email, posted in CIC Portal, and will include the following:

- **Executive Summary.** The Executive Summary provides trend information over the previous rolling 6 months to show the evolution of performance trends.
- **Operational Highlights.** Operational Highlights addresses key Service Level indicators and demonstrates the Orange performance against applicable Service Levels; Orange will address the key Service Level indicators and the Orange performance against the applicable Service Levels for Maintenance Services subject to an additional Charge. Operational Highlights also documents any upgrade recommendations for the applicable Network Supported Services that result from chronic violations of Orange engineering rules, which may adversely impact the ability by Orange to meet the applicable Service Levels. In addition, Operational Highlights will document any upgrade or change recommendations of the CSM pursuant to Clause 1.7 (Capacity Management) of this Service Description.

The CSM will discuss the CSM Monthly Report with Customer in person at a monthly or quarterly meeting, if the CSM and Customer are based in the same country. If the CSM and Customer are based in different countries, this meeting will be conducted via telephone or, if available, video conferencing.

Upon Customer's request and subject to additional Charges, Customer may receive additional reports.

1.10 **Charges**

One-time and monthly recurring Charges apply. Separate monthly recurring Charges will apply to the CSM, Release Manager, Change Manager, Service Desk, and the CIC Service platform, and the monthly recurring Charges for the CIC Service Platform may be based on the number of Devices in the CMDB or the elements polled using the Appliance(s). The Charges for the CIC Service identified in the Agreement are based on a high level design subject to modification as provided in Clause 1.2.1 above. Separate Charges apply to any other Services provided by Orange.

1.11 **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: Customized Infrastructure Care (CIC)****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.).	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.).	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 necessary to provide the service to the customer plus legally retention period for contracts and invoices.
Itemized billing (including traffic / connection data of end-users who are natural persons).	No	
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.	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.	No

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 CUSTOMIZED INFRASTRUCTURE CARE