

PUBLICATION 1 SERVICE DESCRIPTION FOR DEPLOYMENT SERVICES

1.1 Definitions

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 control for purposes of this Service Description. As used herein, the term "Equipment" means the computer or telecommunications hardware for which Orange will provide Deployment Services.

1.2 Overview

The Specific Conditions for Integration Services apply to Deployment Services. Deployment Services include only the activities described in this Service Description. Deployment Services include site surveys, equipment staging and installation services as further described herein.

1.3 Site Surveys

If ordered by Customer, Orange will perform a site survey to determine if the Location meets the necessary requirements for the proper installation and functioning of the Equipment to be installed at such Location ("Site Survey"). Customer will issue all Orders for standard Site Surveys at least 5 business days in advance and Orders for expedited Site Surveys at least 2 business days in advance.

If a Site Survey requires more than 4 hours to complete (including travel time of the field engineer), then Customer will pay the additional Charges for such Site Survey at the relevant Hourly Labor Rate. Orange will commence Site Surveys during Business Hours, but may be required to complete a Site Survey outside of Business Hours, which time will be chargeable at the relevant Hourly Labor Rate. Upon Customer's request, Orange may commence Site Surveys outside of Business Hours, and such Site Surveys will be provided exclusively at the relevant Hourly Labor Rate. A Customer representative must accompany the Orange field engineer at all times during the Site Survey. Customer will provide all information reasonably requested by Orange to enable Orange to perform the Site Survey. If the results of a Site Survey indicate that further preparation to the Location is needed, Customer will ensure that all such preparations are completed prior to Orange providing any further services. If Customer fails to complete all required preparations to the Location, Orange will be relieved of its responsibilities to provide any Deployment or Operational Support Services for such Equipment at that Location until it has been properly and fully prepared. In addition, Customer will pay the Hourly Labor Rate, plus the cost of materials, for additional on-site visits resulting from non-performance of Customer's obligations. If Customer requests Orange to arrange and complete the necessary preparations to the Location, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations subject to Customer's approval and payment of the additional charges set forth in the Orange price quote.

1.4 Staging

If ordered by Customer, Orange will stage the Equipment, which may include hardware assembly, software loading, configuration, and testing of the Equipment in accordance with each specific Location's configuration. When required, Customer will provide a "gold disk", containing a complete image of all software applications and data, including configuration tables, needed to bring the Equipment into service. If such information is not available on a gold disk, then any additional work required to make the Equipment operational (e.g. the manual building of routing tables for a router) will be provided at the relevant Hourly Labor Rate, plus the cost of materials.

If Orange determines a staging to be complex, Orange will notify Customer of, and the Parties will agree in writing on, any additional services that may be required to stage the Equipment and the charges applicable thereto. Upon completion of staging, Orange logistics personnel will initiate shipping and exportation paperwork.

1.5 Installation

1.5.1 **Orange Responsibilities.** Orange will:

- (a) Provide its field engineers with appropriate installation documentation for each Equipment installation, including testing procedures and installation checklist for the Equipment (the "Installation Documentation");
- (b) Confirm that the Location has been properly prepared and that the Equipment has been delivered to the Location:
- (c) Determine if wiring is in place between the cabinet for the Equipment and the demarcation prior to beginning the installation;
- (d) Unpack, inventory, and install the Equipment;
- (e) Interconnect the Equipment to the demarcation, test the Equipment and provide Customer with the test results, and initiate turn-up using the Installation Documentation;
- (f) If Orange has procured, staged, and shipped the Equipment, provide replacement parts/units to remedy OBF situations or any Equipment found inoperable during installation ("Defective Equipment"). If the Defective Equipment cannot be repaired or Spares are not available, Orange will arrange for the repair or replacement of the Defective Equipment at no charge. Upon completion of repair or replacement of Defective Equipment, Orange will complete the installation; and
- (g) Notify Customer promptly if any problems occur during installation that adversely affect the installation process.

For standard installations, a field engineer will commence on-site installations within 5 business days of Orange receiving and accepting a signed Order from Customer requesting the installation; provided that (i) the Equipment has been delivered to the Location and Orange has been notified thereof, or (ii) staging has been completed, as applicable. For expedited installations, a field engineer will commence an on-site installation within 2 business days of Orange receiving and accepting a signed Order from Customer requesting the installation; provided that (i) the Equipment has been delivered to the Location and Orange has been notified of such, or (ii) staging has been completed, as applicable. Also, the Equipment to be installed and all information needed for such installation must be made readily available by Customer to Orange.

Orange will not be responsible for any failure to complete an installation within 5 business days for standard installations and within 2 business days for expedited installations if such failure is due to any cause beyond the reasonable control of Orange, including the inability by Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.

1.5.2 Customer Responsibilities

- (a) Customer will submit Orders for standard installations at least 5 business days prior to the date that the installations are required and for expedited installation at least 2 business days prior to the date that the installations are required;
- (b) Customer will notify Orange if any User timeframes for installation and support have changed from the information contained in the Order; and
- (c) If the User cancels an installation Order after the Equipment has been delivered to Orange, Customer will promptly advise Orange of the redeployment of the Equipment for installation at a different Location or if the Equipment should otherwise be returned to the Vendor. If the Equipment is to be returned to the Vendor, then Customer will be deemed to have cancelled the Order for Equipment.
- (d) Customer will pay the Hourly Labor Rate, plus the cost of materials, for any additional on-site visits resulting from non-performance of Customer's obligations.
- (e) Customer will provide a local contact name and telephone number for each Location.
- 1.5.3 **Installation Failures.** Successful installation of the Equipment assumes that Customer's network to which the Equipment is connected has been correctly installed and is operational. If Orange is unable to complete installation of the Equipment due to a network failure, Orange will, upon Customer's request, work with Customer to diagnose and resolve the problem at the relevant Hourly Labor Rate, plus the cost of materials.

1.6 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: Deployment Services

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.).	No
Transmission (carrying the traffic that may include personal data on our network using switching and/or routing, etc.)	No
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.).	No
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).	No			
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 contained in the voice, data, or internet traffic of Customer carried over Orange network.	No			
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.	
Routing configuration.	Yes		
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).	No		
Customer reporting.	Yes	For the duration requested by Customer.	
Carry the traffic of customers end-users.	No		
Hosting.	No		
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 DEPLOYMENT SERVICES