

PUBLICATION 1 SERVICE DESCRIPTION FOR ENTERPRISE SERVICE OPTIMIZE

1.1 Definitions

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

"Enterprise Service Optimize" means the service described in this Service Description.

"Service Optimize" or **"Service"** shall mean Enterprise Service Optimize.

"Service Order Form" means the Order Form used to order Enterprise Service Optimize.

1.2 Service Overview

The Specific Conditions for Service Management shall apply to the Service.

Enterprise Service Optimize provides a formal framework for SLA reporting and Service Review between the parties.

1.3 Scope of Service

1.3.1 Supported Services. Orange provides Enterprise Service Optimize for the Supported Services as indicated in the Specific Conditions for Service Management.

Orange will identify and may modify from time to time the Supported Services which are eligible for the Service.

On the Service Order Form, the Customer indicates the Supported Services which are part of the Customer Solution. All new Supported Services which are added to the Customer Solution subsequent to signature of the Service Order Form will be automatically added and Enterprise Service Optimize will apply to them.

1.4 Detailed Service Description

1.4.1 Customer Operations Guide. As part of the Service, Orange will define and maintain a quality plan called the Customer Operations Guide ("**COG**"). The COG will describe the service management processes, authorized designated contacts, and escalation procedures for the Supported Services.

The first version of the COG is approved and signed by both Customer and Orange during Service Transition. Updates made to the COG will be submitted to Customer for review, comment, and further approval.

The COG can be updated following modification to the technical solution, change to an Orange operating/maintenance procedure or as a result of a Service Improvement Plan.

1.4.2 Service Dashboard. Orange will collect, store and consolidate data in order to prepare and to deliver a report (the "**Service Dashboard**") for the Supported Services receiving Enterprise Service Optimize.

When Reporting is done on the monthly basis Orange will deliver the Service Dashboard once a month, by the 15th day of the month, covering data collected during the previous month. When Reporting is done on the quarterly basis Orange will deliver the Service Dashboard once a quarter, by the 15th day of the month following the end of each quarter, covering data collected during the previous quarter. The first Service Dashboard will include data from the first day of the first month after tracking of the Customer Solution begins.

1.4.3 Service Review. The first Service Review meeting is organized by Orange with the Customer after the first Supported Service is implemented.

1.4.3.1 Authority. The Service Review is a meeting where the participants have authority to:

- Define and maintain the Customer Operations Guide for Customer,
- Review and approve the Service Dashboard and achievement of Service Levels and activities in regard to the quality of the Supported Services,
- Escalate opportunities or issues that might result in the addition, deletion, or modification of the Supported Services, or the terms of the Agreement, irrespective of the initiating party,
- Study escalations on severe operational issues and major quality of service problems.

1.4.3.2 Frequency. The Service Review Frequency is chosen by the Customer in the Service Order Form. Depending on the chosen Frequency the Service Review will take place either monthly or quarterly and the Service Dashboard and Service Review will be delivered with the same frequency.

1.4.3.3 Location. The Service Review Location is chosen by the Customer in the Service Order Form. If the chosen Location is "phone only" then all Service Reviews will take place via telephone or video conference and no ad-hoc meetings on Customer site will be possible. If the chosen Location is Customer's site then the number of Service Reviews per year, on Customer's site must be specified on the Service Order Form. The remaining Service Reviews will take place via telephone or video conference.

1.4.3.4 Members. Customer and Orange agree to assign competent and adequate personnel to the Service Review. Members shall be appropriately authorized to decide on their respective levels. To foster an effective collaboration and to enable continuity both parties aim to assign personnel for the whole contract duration. All meetings shall be held in English. In the event that any of the individuals cannot attend, they shall arrange for a replacement or delegate to attend.

1.4.3.5 Chair. Orange will schedule and chair the Service Review.

1.4.3.6 Input. The Customer Operations Guide and the Dashboard will be prepared by Orange and used as input to the Service Review.

- 1.4.3.7 **Output.** Orange will prepare and distribute minutes subsequent to the Service Review. In cases when the Supported Services are being provided below the applicable Service Levels, Orange will document and explain Orange's performance, including any mitigating circumstances. Orange will propose appropriate preventive actions in order to improve operations and to meet the applicable Service Levels. Some of the actions may be subject to additional Charges. In particular additional Charges will be applied for training, root cause analysis and service improvement plans.
- 1.4.4 **Support.** Orange will provide support either from Customer Operations Associates, or a Customer Service Manager. Support will be available during Normal Business Hours. The Customer will select the applicable time zone in the Service Order Form.
- 1.4.4.1 **"Customer Operations Associate" or "COA".** COAs will be English speaking and will be available during Normal Business Hours. The COAs will respond to Customer's inquiries within 24 hours.
- The COAs will be Customer's point of contact for all inquiries regarding quality of service, procedural or other technical aspects of the Supported Services, and the COAs will accept Customer's requests and inquiries only from Customer's authorized designated contacts as defined in the COG.
- 1.4.4.2 **"Customer Service Manager" or "CSM".** Orange will nominate a Customer Service Manager ("CSM"). When the CSM is not available for a period of more than 2 days a nominated back-up will be provided.
- The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the Supported Services, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts as defined in the COG.
- The CSM will proactively manage operational performance within Orange on Customer's behalf and work with Orange's internal operations groups to maintain or improve performance of Customer's Supported Services as needed.
- 1.5 Additional Options**
- 1.5.1 **Optimize Network.** Customers who subscribes to the Optimize Network option of Enterprise Service Optimize will not be billed for Root Cause Analysis and Service Improvement Plans.
- 1.5.2 Upon Customer's request and subject to additional ad-hoc Charges, Orange will provide the services described below.
- 1.5.2.1 **Additional Face-to-Face Meeting.** Customers who elect to subscribe to Service Review with at least one Service Review per annum on Customer site will be entitled to request additional face-to-face meetings in location of Customer's choice.
- 1.5.2.2 **CSM on-call outside Normal Business Hours.** If Customer requires CSM to be on-call during critical business hours, seasonal peaks or for execution of Change Requests with "clear impact" or "significant impact".
- 1.5.2.3 **Training.** Orange will train Customer representatives on Orange's support processes and on use of My Service Space (e.g. for Incident Management, etc.).
- 1.5.2.4 **Root Cause Analysis.** If an Incident is breaching the SLA due to Orange failure, Orange will provide a detailed report (the "**Root Cause Analysis**") and an action plan for the failing Incidents listed below. If an Incident is due to the Customer, Orange will review the situation with the Customer but will not open a Root Cause Analysis. The availability of the Root Cause Analysis is subject to the following criteria to be met:
- The GTTR Service Level was not met;
 - An Incident was assigned a Severity Level-1, and the actual time to repair for the Severity Level-1 Incident was more than 6 hours.
- Customer must request the Root Cause Analysis in writing no later than 5 Business Days from the date on which the Incident is resolved, and Orange will provide such report no earlier than 4 Business Days from the receipt of Customer's request.
- 1.5.2.5 **Service Improvement Plan.** If Orange's performance is below the applicable Service Levels and either Customer or Orange raises specific concern regarding Orange's performance for a Supported Service covered by the Enterprise Service Optimize, Orange will initiate a plan (the "**Service Improvement Plan**" or "**SIP**") to meet the applicable Service Levels and monitor the results of such program. The SIP which may include actions to be performed by the Parties, completion dates of milestones, and the target completion date for the SIP. The scope of the SIP and associated Charges will be mutually agreed by the Parties.
- Once a SIP is closed, Orange will continue to monitor the relevant Supported Services for the following 3 months.
- 1.6 Charges**
- 1.6.1 **Service Charge.** A subscription fee will apply, subject to frequency and location of Service Review.
- 1.6.2 **Charges for Optimize Network Services.** This charge is based on the Expected Number of Connections as stated on the Service Order Form. Each time a new Supported Service is added to the Customer Solution or the expected volume of the Supported Service is increased the Charges for Optimize Network Services will be incremented.
- 1.6.3 **Ad-hoc charges.** If the CSM is called upon outside Normal Business Hours then this may be subject to an additional ad-hoc charge. Separate Charges subject to estimated level of effort and contracted CSM rate per hour will apply. Minimum charge is 0.5 man/days.
- 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: Manage and Service Optimize
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 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
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.).	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 ENTERPRISE SERVICE OPTIMIZE