



PUBLICATION 1 SERVICE DESCRIPTION FOR FLEXIBLE LAN

1.1 Definitions

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. Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them set out in the Agreement, the Operational Conditions, and the Specific Conditions for Network Services.

“**CPE**” means a Device which is owned and managed by Orange and is supplied to the customer as a rental Device.

“**Customer Equipment**” means a Device which is owned by Customer and managed by Orange.

“**Device**” means a supported OEM appliance (e.g. Switch, Wireless LAN Controller or Wireless Access Point) that is used for the service and provided at the location.

“**EMS**” means the Equipment Management System made available by Orange as part of the Service and used by Orange to centrally manage the Service.

“**Incident**” means a service malfunction that is caused by its components that are managed and maintained by Orange. Incidents do not include Service unavailability during Scheduled Maintenance or any malfunction that is caused by any Service component that is managed or maintained by Customer (e.g. Customer provided WAN Router, etc.).

“**LAN**” means Local Area Network.

“**Location**” means the Customer site to be connected to the Overlay Network.

“**OEM**” means the original equipment manufacturer.

“**Service**” or “**Flexible LAN**” means the Flexible LAN service as described in this Service Description.

“**Service Deployment**” means the period between the time that an Order is accepted by Orange and the time that the Service commences, during which period Customer and Orange will define the specific requirements and complete preparation activities for the Service.

“**Switch**” means a non-redundant Flexible LAN switch provided and managed by Orange as part of Flexible LAN.

“**WAN**” means Wide Area Network.

“**WLAN**” means WiFi Local Area Network.

1.2 Overview

The Specific Conditions for Network Services apply to the Service. The Service only provides the features and functionality set forth in this Service Description. The Service is only available with Devices, which will be made available as described in Clause 1.4.1.

Flexible LAN provides Orange customers with operations management of the LAN, including LAN switches or WLAN Devices.

1.3 Access Requirements

Flexible LAN requires either an Orange Business VPN or Flexible SD-WAN service on each site or a third-party Party WAN option to allow secure connection to the Orange tooling and central infrastructure.

Customer hereby expressly authorizes Orange to establish and implement any management VLAN(s) needed to enable management of the LAN.

1.4 Standard Service Elements.

1.4.1 **Devices.** The Service requires Device(s) to be installed at the Location. Orange or Customer will provide and install the Device(s) depending on the option selected by Customer:

- (a) **Orange Rental.** Should the Customer subscribe to this option, Orange will provide, install, maintain and manage the Device(s) as CPE (owned by Orange) at the Location(s).
- (b) **Customer Equipment.** Customer will provide the equipment needed for the Service and on which the Service will be delivered.

In all cases, Devices must meet Orange standards and requirements for management under Flexible LAN. Such standards and requirements include but are not limited to:

- (i) Devices must always be in proper operational condition and not declared by the OEM to be end-of-life, end-of-support or end-of-sale during the term of the Service.
- (ii) Devices must meet the Orange specifications.
- (iii) Devices must be subject to a maintenance contract with the OEM which supports access to software patches, sparing replacement devices and technical assistance in the event of an incident.
- (iv) Attachment of all necessary OEM licenses granting Orange the right to configure, use, access, monitor, and manage (each as applicable) the Customer appliances and the EMS.

Orange may examine, test, and re-configure, if needed, Customer’s equipment to ensure that the equipment meets such standards and requirements. Any additional on-site visits required to upgrade or configure Customer’s equipment will be subject to additional charges.

1.4.2 **EMS.** The EMS manages Customer’s WAN resources to allow the Locations’ interconnections or access to cloud services.

- 1.4.3 **Customer Care Services.** Orange will provide the standard features of Service Management (as described in a separate Service Description(s) for the Service unless Customer orders the optional features of Service Management. Unless otherwise expressly set forth in the Order(s) or Charges Schedule for the Service, all charges applicable to Service Management provided by Orange are in addition to the Charges for the Service, and additional charges will apply to any Incident management services provided by Orange if the Incident was not caused by Orange.
- 1.5 Optional Service Elements**
Customer may order and receive the following optional features of the Service, which will be subject to additional charges:
- 1.5.1 **On-Site LAN Management.** Orange will provide an on-site LAN manager to support day-to-day LAN operations at the relevant Location(s), including cable patching and troubleshooting with local intervention if required.
- 1.5.2 **Authentication Service.** By default, the User authentication will be handled through the Active Directory of Customer's infrastructure. Orange will configure Flexible LAN equipment with the authentication information provided by Customer. Orange will not be responsible or liable for the Active Directory or proxy configuration or for User connectivity problems. Any other authentication services that Orange may provide for use with the Service will be subject to a separate Service Description attached to this Agreement and to separate Charges. Any Consulting Services that Orange may provide to assist Customer with the design or configuration of Customer's authentication services will be subject to a Statement of Work and additional terms and conditions mutually agreed upon by the Parties in writing.
- 1.5.3 **Site Survey.** If requested by Customer or required by Orange, and subject to additional Charges, Orange will perform a survey of the Location or of Customer's equipment at a Location to determine if the Location and equipment meets the necessary requirements for the proper installation and functioning of Flexible LAN ("**Site Survey**"). The scope of the Site Survey may include LAN installation, WLAN installation (including any applicable radio frequency requirements), or an audit of Customer's equipment for the management handover of such equipment to Orange. The Site Survey does not include an audit or inspection of cabling. 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 or different equipment is needed, Customer will ensure that all such preparations are completed, and equipment provided 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 Flexible LAN at that Location until it has been properly and fully prepared and equipped. 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 or to provide the necessary equipment, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations and provide the equipment subject to Customer's approval and payment of the additional charges set forth in the Orange price quote. If Flexible LAN includes, and Orange performs a Site Survey for, the WLAN or wireless access points, then any Charges for Flexible LAN applicable to the WLAN Locations or wireless access points are subject to change upon written notice to Customer based on the results of the Site Survey.
- 1.6 Service Requirements, Customer Responsibilities, and Limitations**
- 1.6.1 Customer will promptly provide all information reasonably requested by Orange to enable Orange to provide the Service, including (without limitation) the complete and accurate information about the:
- the address of the Location, and the Customer point of contact at the Location;
 - Device that Customer will procure, provide, and install at the Location for the Service Only mode; and
 - Underlay Connectivity (e.g. tail circuit or access circuit technology, bandwidth, configuration, etc.) that Customer will provision for the Service.
- If the information provided by Customer is incorrect or incomplete, then:
- Orange may not be able to deliver the Service as a result thereof;
 - Orange may require a change Order for Customer to correct or complete the information; and
 - Customer may be subject to additional charges if Orange incurs additional costs as a result thereof.
- 1.6.2 Customer will comply with all instructions provided by Orange for the Service (including any installation instructions). Customer will not connect any equipment to the Service and Devices unless approved by Orange in advance and in writing.
- 1.6.3 Customer is responsible for taking all appropriate measures to protect its own data or software from infection by any viruses circulating on Customer's networks and for restricting physical access to any Device(s), (a) in accordance with the terms of the Agreement and (b) for the sole purpose of the supply, installation and maintenance requirements of the Service.
- 1.6.4 Customer will ensure that its equipment (including, without limitation, Customer owned Devices) and applications meet the Orange specifications for the Service (including any modifications made by Orange to the Service). Orange will use reasonable efforts to notify Customer in advance of any modifications to the Service that Orange determines (in its discretion and based on the information provided by Customer to Orange regarding Customer's equipment and applications) could cause Customer's equipment and applications not to be compatible with the Service.
- 1.6.5 Orange will not be responsible or liable for:
- any faults in the Service caused by any third-party products or services (excluding Devices that Orange provides as CPE) or by the Underlay Connectivity that Customer provisions;

- (b) Customer's changes to the firewall rules, implementation of filters, or the results thereof;
- (c) the policy routing and security rules implemented or used by Customer; and
- (d) Customer's failure to comply with its obligations as set forth in this Service Description.

1.6.6 Customer acknowledges and agrees that using the Service for the collection of flows on behalf of a third party is not permitted, i.e. a service provider is restricted from using its interconnection with the Service to collect traffic from Orange on behalf of another service provider that does not use the infrastructure in the geographical area concerned. Any such use of the Service by Users or Customer's service provider(s) will be considered a material breach of the Agreement.

1.6.7 Flexible LAN does not include changes to the Location cabling, except as expressly provided as an optional service feature above.

1.7 Provision of Service

Notwithstanding anything to the contrary otherwise contained in the Agreement (including the Specific Conditions for Network Services or the Specific Conditions for Security Services),

- (a) Orange will notify Customer of the successful completion of Orange's acceptance tests ("Service Commencement Notice" or "Ready for Service Notice"),
- (b) and Customer will be deemed to have accepted the Service on, and the Date of Acceptance for the Service will be, the date of the Service Commencement Notice, unless Customer notifies Orange of a material fault in the Service within 5 Business Days of the date on which the Service Commencement Notice is issued by Orange (in which case Orange will address the fault and issue another Service Commencement Notice).

1.8 Service Term

Notwithstanding anything to the contrary otherwise contained in the Agreement (including the definition of Order Term in the General Conditions), the Order Term of the first Order for the Service placed by Customer will be a minimum of 36 months.

1.9 Charges

One-time Charges for the provisioning, deployment, installation, and configuration of the CPE will apply per Location and per Device as set forth in the applicable Order(s) or Charges Schedule. One-time Charges also apply to any Site Survey. Monthly Recurring Charges apply per Location and, where applicable, per Device at each Location. All Optional Service Features are subject to additional Charges. Where Customer receives the Service with Customer Equipment, Charges for any Maintenance Services provided by Orange are separate from and in addition to the Charges for Flexible LAN. Charges for the purchase of equipment from Orange and for any Consulting Service provided by Orange are also separate from and in addition to the Charges for Flexible LAN. Charges are subject to adjustment, by the sole discretion of Orange, on January 1 of each year to reflect or account for any changes in the applicable pricing index(es).

1.10 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 AS PROCESSOR FOR CUSTOMER

This Description of Processing applies to the Processing of Customer Personal Data for the provision of Flexible LAN.

Nature of the Processing Activities	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer. Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of each Service, such as recording, organization, modification, combination, pseudonymization or anonymization.
Subject Matter of the Processing Activities	Duration
Activating and implementing the Services and changes to the Services. Delivering, operating and managing the Services (including intrusion detection and monitoring the Services if ordered by Customer). Incident management and support.	For the necessary period to provide the Service plus 6 months.
In accordance with the Service Description and the options selected:	
Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.	As per Service Description or Customer instructions.
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.	As long as necessary for the provision of the Services.
Types of Customer Personal Data to be Processed	Contact Data: first name, last name, email address, business address and telephone numbers, job role within the Customer. Usage Data: the usage related data to the extent related to natural persons that Orange collects from Services it provides to its Customers. Support Data: Customer representative or end user service ticket information (including feedback, comments or questions) and if applicable, Customer representative or end user telephone recordings for incident. Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr., etc.), username or similar identifier. Location Data: geographic location, device location. Technical Data: internet protocol (IP) address, login data, time zone setting and location, system and platform, as well as other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service. Traffic/Connection Data: data revealing a communication's origin, destination, route, format, size, time duration, IP address, time zone setting, MAC address. Hosted Data: any categories of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.
Categories of Data Subjects	Employees of Customer and of its affiliates. If applicable, other individuals using the Service or whose Personal Data are collected via the Service.
Authorized Sub-Processors	Orange Business Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer. Orange Business suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.

END OF SERVICE DESCRIPTION FOR FLEXIBLE LAN