

PUBLICATION 1 SERVICE DESCRIPTION FOR FLEXIBLE SD-WAN WITH CISCO SERVICE

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 set forth herein will control for purposes of this Service Description.

"Dynamic Host Configuration Protocol" or **"DHCP"** means the network management protocol used on UDP/IP networks whereby a DHCP server dynamically assigns an IP address and other network configuration parameters to each device on a network so it can communicate with other IP networks.

"EMS" means the Equipment Management System provided by Orange as part of the Service and used by Orange to centrally manage the Service.

"Gateway" means a network device or Software that is a point of connection to the Orange Network and that is equipped for interfacing with Customer's network that uses different communication protocols.

"Incident" means a Service malfunction. Incidents do not include Service unavailability during Scheduled Maintenance.

"IPSec" means the protocol for securing exchanges over an IP network by the establishment of tunnels and data encryption.

"PoP" means Point of Presence.

"Overlay Network" means the network established between Locations by means of IPSec virtual links overlaying the Underlay Network.

"Scheduled Maintenance" means maintenance scheduled by Orange to occur during low Network traffic periods approximately 3 to 5 times per year and lasting an approximate average of 5 minutes each in order to implement changes to, or version updates of, the Network or the Service.

"SDN" means Software Defined Networking.

"SD-WAN Edge Router" means the hardware or Software provided by Orange as CPE or hosted in an Orange PoP and used to connect to Customer's Overlay Network.

"Service" means the Flexible SD-WAN with Cisco Service described in this Service Description. For the avoidance out doubt, and notwithstanding anything to the contrary otherwise contained in this Service Description, the Service does not include or apply to any Cisco Meraki products or services.

"uCPE" will have the meaning ascribed to such term in Clause 1.5.2 below.

"Underlay Connectivity" means the underlying physical access between the Locations and on which the Overlay Network is established.

"VPN" means Virtual Private Network.

"WAN" means Wide Area Network.

1.2 Overview

The Specific Conditions for Network Services and the Specific Conditions for Security 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 SD-WAN Edge Routers provided by Cisco, and the Service provides the Overlay Network by establishing IPSec tunnels between Customer's WAN connections in an 'any-to-any' environment in which the SD-WAN Edge Routers within the same Customer VPN can communicate with each other. Customer will provide the Underlay Connectivity for use with the Service or will order the Underlay Connectivity from Orange, as described in detail below. The Service uses the EMS to centrally manage Customer's SD-WAN Edge Routers with application-based policy routing and security rules, organizing traffic routes either by connecting remote Locations to a central Location in a "hub-and-spoke" topology or by connecting all Locations to each other in a 'full mesh' topology. The sites topologies applicable to the Service will be identified in the Order or as otherwise agreed upon by the Parties in writing.

1.3 Underlay Connectivity/Access Requirements

Customer will provide the Underlay Connectivity for use with the Service or will order the Underlay Connectivity from Orange, as identified in the applicable Order, or as otherwise agreed upon by the Parties in writing.

- 1.3.1 **Customer-supplied Underlay Connectivity.** If Customer provides the Underlay Connectivity, then Customer will purchase Internet access service directly from an access provider for use with the Service. Customer will (a) provide the Internet access that is required to implement the Service, (b) ensure that the Internet access is installed, tested, and functioning properly at a Location prior to installation of the Service, (c) manage and maintain the Internet access and all associated equipment (e.g. modem, router, etc.) needed to connect the Location to the Orange Network and use the Service for the duration of the Service Term applicable to the Service, (d) promptly resolve any issues or problems with the Internet access that cause faults (e.g. outages) in the Service, (e) pay all charges or fees associated with the Internet access and any supporting Internet access service(s), and (f) disconnect the Internet access when the Service is disconnected.

Customer also will ensure that the Internet access is configured in accordance with the specifications provided by Orange (which specifications Orange will identify and may modify from time to time). The minimum configuration includes (i) Internet modem with DHCP; (ii) Ethernet 10/100 Mbit/s or 1 Gbit/s interface (USB interface is not supported) to which the Customer's WAN connections can be connected; and (iii) Internet access that enables IPSec Passthrough. Customer also must provide a public IP address for use with the Service.

Customer is responsible and liable for the Internet access provided, including any regulatory requirements or obligations with respect thereto or any constraints, limitations, restrictions, access or capability thereof or applicable thereto (e.g. voice, video, or other communication traffic, etc.). Customer will comply with all regulatory requirements of the relevant jurisdiction(s) and obtain all licenses or approvals needed for Customer to use the Service (e.g. certificates for using IPSec enabled devices and encryption technology, etc.).

Provisioning of the Service by Orange is subject to the successful installation, testing, and performance of the Internet access procured by Customer. Customer will notify Orange immediately of any changes made to the Customer-provided Internet access during the Service Term. Any change to the Customer-provided Internet access may result in additional Charges. Prior to reporting any Incident to Orange, Customer must confirm to Orange that the Customer-provided Internet access is functioning properly and is not causing the Incident. Orange will not be responsible or liable for any failure to provide the Service caused by the Internet access provided by Customer or any changes to such Internet access.

- 1.3.2 **Orange-provided Underlay Connectivity.** If Customer orders the Underlay Connectivity from Orange, then Orange will provide (a) an Internet-based Access Circuit as part of the Access Only option of the Vendor Managed Service Internet Service, as described in the separate Service Description for Vendor Managed Service Internet, which may be identified in the Order or Service Commencement Notice as "DIA" or "BIA" or "Internet access", (b) an Access Circuit as part of the Business VPN Service, as described in the separate Service Description for Business VPN Service, or (c) an Internet-based Access Circuit provided as part of the Internet Direct Service, as described in the separate Service Description for Internet Direct. For clarity, separate Charges will apply to the Access Circuit provided as part of the Business VPN, Access Only option of the Vendor Managed Service Internet, or the Internet Direct Service provided by Orange, and any constraints, limitations, restrictions, access, or capability of any media of communication (e.g. voice, video, or other communication traffic, etc.) associated with such Orange-provided underlay connectivity will be subject to the Service Description for Vendor Managed Internet, Business VPN Service, or Internet Direct Service, as applicable.

1.4 Standard Service Elements

- (a) **SD-WAN Edge Routers.** Orange provides and manages the SD-WAN Edge Routers as part of the Service. If Orange provides the SD-WAN Edge Routers as Orange-managed CPE at a Location and Customer provides the Underlay Connectivity from a third-party provider, then the CPE model provided by Orange will depend on the information provided to Orange by Customer regarding the relevant tail circuit/access technology and bandwidth of the Customer-provided access.
- (b) **EMS.** The EMS manages Customer's WAN resources to allow the Locations' interconnections or access to cloud services.
- (c) **Dynamic WAN path selection.** The Service provides intelligent dynamic routing to route traffic based on current conditions of the Customer WAN (e.g. bandwidth usage, application content, etc.) in an effort to improve the performance of Customer's applications.
- (d) **Firewall.** Orange will implement a zone-based security firewall to secure the VPN, and the security firewall will be configured using an Orange default configuration during installation. Notwithstanding anything to the contrary otherwise contained in the Agreement, Orange will not be liable or responsible for any intrusion or access by a third party into the Service unless such intrusion is due to a configuration of the firewall by Orange that does not comply with the Orange security rules.
- (e) **Online Tools and Flexible SD-WAN Selfcare.** Orange may make available, and the Parties may use, quoting and ordering tools (e.g. a portal made available as part of "My Service Space" or via an API, mobile app, URL, etc.) ("Online Tools") for the Service. In addition, Orange will provide the Orange Flexible SD-WAN Selfcare management tool at a URL or otherwise as identified by Orange. Orange Flexible SD-WAN Selfcare provides information regarding the Service (e.g. inventory, configuration, Orange Network status information, volume, and performance measures, etc.) that Customer may view. Customer will, and will ensure that its Users: (i) protect the logins, passwords, access codes, or other credentials provided by Orange, and (ii) comply with Orange's instructions and security rules and procedures, in connection with the use of the Online Tools and Flexible SD-WAN Selfcare. Any Services ordered or changes made to the Services via the Online Tools or Flexible SD-WAN Selfcare will be deemed accepted by Customer at the time the User approves or accepts them in accordance with the process and procedures of the Online Tools or Flexible SD-WAN Selfcare, as applicable. Any additional changes made or required (e.g. because of incorrect or incomplete information provided by a User) may be subject to a Change Order and additional charges. Customer will be responsible and liable for any cancellation or early termination fees that apply if Customer or a User cancels or terminates a Service using the Online Tools.

The Online Tools or Flexible SD-WAN Selfcare may provide Users the ability to make changes to the Service. Should any change to the Service made by a User through the Online Tools or Flexible SD-WAN Selfcare adversely affect the performance of the Service or any other service provided by Orange under the Agreement:

- 1) Orange will not be liable or responsible for any Losses arising out of or relating to such change;
- 2) upon Customer's request, Orange shall provide to Customer a root cause analysis with respect to such change, and any additional services to be provided by Orange as a result of such change will be mutually agreed upon by the Parties and may be subject to additional charges; and
- 3) Customer will not be entitled to any remedies available under any SLA for any outage or performance degradation of an Orange service caused by the User's change.

If Flexible SD-WAN Selfcare is used by Customer for the purpose of controlling the individualized use of the Service at the end-user level, Customer is solely responsible and liable for all requirements, steps and declarations incumbent upon and applicable to Customer under applicable laws and regulations, and Customer will indemnify and hold harmless Orange from and against any and all Losses arising out of or related to such use.

- (f) **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, any and 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 Features

1.5.1 **Application Policy Setting.** As an optional feature of the Service and subject to additional Charges, Orange will manage the application policy setting for the Service.

1.5.2 **uCPE.** Orange may make available Universal CPE ("uCPE") as an optional feature of the Service. The installation, provision, and management of the uCPE by Orange will be subject to additional Charges. Availability of the uCPE for any Location is subject to all applicable laws and regulations (including regulations prohibiting IPSec tunneling or encryption technology, etc.). For the avoidance of doubt, the terms, and conditions applicable to CPE in the Specific Conditions for Network Services apply to any uCPE provided by Orange for the Service. Notwithstanding anything to the contrary otherwise contained in the Agreement, the uCPE will be provided and managed only by Orange.

1.5.3 **Flexible SD-WAN Gateways.** Customer may elect to connect all or some Service Locations to Orange Flexible SD-WAN Gateways, which are connected to both the Internet and Orange's Business VPN Network, to provide flexibility and performance for Customer's traffic. Any Flexible SD-WAN Gateway(s) to be provided will be subject to a feasibility study conducted by Orange and to additional Charges.

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 the complete and accurate Location address and contact information for delivery of any CPE; the relevant tail circuit/access technology, bandwidth, configuration, and line speed of any Internet-based access procured by Customer for the Service; etc. If the information provided by Customer is incorrect or incomplete, then (a) Orange may not be able to deliver the Service as a result thereof, (b) Orange may require a Change Order for Customer to correct or complete the information, and (c) additional Charges may apply.

1.6.2 Customer will comply with all instructions provided by Orange for the Service (including installation instructions), and Customer will not connect any equipment to the Service (including any SD-WAN Edge Routers) 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 CPE provided (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 or applications meet the specifications for the Service provided, and any modifications made to the Service, by Orange. 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 have an adverse impact on Customer's equipment and applications that are used with the Service.

1.6.5 Orange will not be responsible or liable for (i) any faults in the Service caused by any third-party products or services (except as may be otherwise expressly provided for the Access Only option in the Service Description for Vendor Managed Service Internet) or by the Internet access service procured by Customer and any changes thereto; (ii) Customer's changes to the firewall rules, implementation of filters, or the results thereof, (iii) the policy routing and security rules implemented or used by Customer, and (iv) 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.

1.7 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), Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"), 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 Charges

One-time and monthly recurring Charges apply to the Service, and Orange will invoice the monthly recurring charges in advance for 2 months at a time. Notwithstanding anything to the contrary otherwise contained in the Agreement, the Charges for the Service will not be subject to any benchmarking or price review throughout the Service Term.

1.9 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, and all subsequent Orders for the Service will be coterminous with the first Order. Unless otherwise agreed upon by the Parties in writing (which may be in a new Order that sets forth Customer's recommitment to a new, extended Order Term applicable to all Service Locations on a coterminous basis), upon the expiration of the Order Term for the first Order, all Orders will renew on a month-to-month basis, except that Orange reserves the right to modify the applicable Charges for the Service.

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 BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR

Name of the Service: Flexible SD-WAN with Cisco

ExA.1 Processing Activities

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (saving or 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.	No
Combination (merging two or more databases with personal data, etc.).	Yes
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

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).	No
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.
Carry the traffic of customers' end-users.	Yes	For the duration of the transmission.
Hosting.	No	For the duration of the hosting service ordered by Customer.
Other.	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.	Depending on the customer usage.

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 FLEXIBLE SD-WAN WITH CISCO SERVICE