

## PUBLICATION 1 SERVICE DESCRIPTION FOR FLEXIBLE WIRELESS ACCESS

### 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.

**"CE Router"** means a customer edge ("**CE**") router that is owned and managed by Orange, installed at the Location, and has an integrated cellular WAN connection capability that enables the router to connect to Customer's network via the Mobile Internet Access.

**"Flexible SD-WAN"** means the Orange Flexible SD-WAN with Cisco Service, which is a separate service from the FWA and is described in a separate Service Description.

**"FWA"** or **"Service"** means the Flexible Wireless Access described in this Service Description.

**"GCSC"** means the Orange Global Customer Support Center.

**"MNO Third Party Facilities"** means the facilities or services of the MNO's third-party vendors or service providers, which the MNO uses to provide any portion of the Mobile Internet Access.

**"Mobile Internet Access"** means the Access Circuit comprised of the mobile Internet access service that is provided by the MNO.

**"Mobile Network Operator"** or **"MNO"** means the Access Provider of the wireless data communications service for the Mobile Internet Access.

**"Mobile Network"** collectively means the wireless cellular network technology (e.g. 4G (LTE)) that the MNO may make available and the facilities that are owned, operated, or used by the MNO to deliver the Mobile Internet Access. Mobile Network includes the MNO's equipment (including, without limitation, modems or routers that are installed by the MNO at the Locations), facilities and MNO Third Party Facilities.

**"Mobile Service"** means the Subscriber Identification Module ("**SIM**") that is activated by the MNO and installed by Orange into the CE Router in order to allow such router to be recognized on the Mobile Network when the router tries to connect to the Mobile Internet Access. The Mobile Service is owned by the MNO (or Orange, in the case where the MNO sells the SIM to Orange).

**"Required Consent"** means any permission from a third party (e.g. Customer's landlord, building's owner, governmental authority, etc.) that Customer must obtain and maintain in order for Orange to provide the FWA or any component thereof (e.g. installation of articulating antennae onto the Location's building structure).

**"Third Party Intervention"** means intervention by any person not authorized by Orange.

### 1.2 Overview

The Specific Conditions for Network Services apply to FWA. FWA only provides the features and functionality set forth in this Service Description. To receive FWA, Customer also must order and receive from Orange the Flexible SD-WAN. FWA enables the CE Router to have Mobile Internet Access, which is enabled via the Mobile Service that is installed in the CE Router. Customer can order FWA to utilize it as either a backup Access Circuit in the event the Flexible SD-WAN's primary underlay connectivity's Access Circuit has an outage, or as the primary underlay connectivity's Access Circuit for the Flexible SD-WAN.

If the FWA functions as an underlay connectivity backup, then its default setting is stand-by mode ("**Passive Mode**"), which means that the Mobile Internet Access will only come online when the inbound and outbound network traffic failover to the FWA when the primary underlay connectivity's Access Circuit has an outage, and the network traffic will automatically be routed back to the primary underlay connectivity's Access Circuit after it is restored.

If the FWA is to be utilized as the primary underlay connectivity's Access Circuit, then the Mobile Internet Access stays active at all times ("**Permanent Mode**") to transport inbound and outbound network traffic, unless the Mobile Service has an outage.

### 1.3 Standard Service Elements

1.3.1 **Mobile Internet Access.** Subject to Clause 1.6 below (Qualification/Testing Process), the Mobile Internet Access selected by Customer will be installed at the Location. Orange will provide Customer with an FWA catalogue that will list the available Mobile Internet Access that Customer can choose, and the one selected by Customer will be identified in the Order. The MNO is solely responsible for compliance with all laws, regulations, and licensing requirements relating to the sale and delivery of the Mobile Service and Mobile Internet Access, notwithstanding anything to the contrary contained in the Agreement. Orange's provisioning of the FWA is subject to the availability of Mobile Internet Access from the MNO and the Mobile Service plan (i.e. limited Mobile Service data plan, unlimited Mobile Service data plan, etc.) ordered by Customer.

1.3.2 **CE Router.** Orange will install a CE Router at the Location. Orange will pre-configure the CE Router, install the Mobile Service into such router, and request the MNO to activate the Mobile Service. At any time during the Service Term, Orange may move the CE Router to another place at the Location to improve the Mobile Internet Access' wireless signal strength. Customer will not move or allow anyone to move the CE Router to another location.

### 1.3.3 Antenna

- (a) Orange has no control over the signal strength of the Mobile Internet Access. The availability and quality of the Mobile Internet Access depends on whether the CE Router (including the embedded Mobile Service) is in operating range of the Mobile Network. If the area where the CE Router is to be installed does not have adequate Mobile Internet Access signal strength, then – subject to additional Charges – Orange may recommend that one or more high-speed articulating antennae be installed at the Location and/or that the antenna cable be extended (up to a maximum distance of 50 feet or 15 meters) to improve the signal strength. If Required Consent is necessary in order for Orange to install any articulating antennae or extend the antenna cable at any internal (e.g. Customer's equipment room) or external (e.g. rooftop) areas of the Location, then Customer is solely responsible for obtaining such permission prior to the installation of the articulating antennae or antenna cable extension. Customer will maintain the Required Consent on current basis during the entire Service Term of the FWA.
- (b) If Customer wants the articulating antennae or antenna cable extension be installed at the Location's internal or external areas, then its on-site representative must inform the Orange field engineer in writing of such desire at the time of the installation of the FWA. If the Orange field engineer does not receive such written notification, it will signify that Customer does not want the articulating antennae or antenna cable extension for whatever reason, and no articulating antennae or antenna cable extension will be installed by Orange during the FWA installation.
- (c) If Orange is not permitted to install articulating antennae or to extend the antenna cable for whatever reason (including, without limitation, failure by Customer to obtain the Required Consent), then: (i) Customer acknowledges and agrees that the Mobile Service's operation may be impaired, and such impairment does not constitute a fault in the FWA; (ii) Orange is not responsible for any FWA performance degradation (e.g. slow Mobile Internet Access) or for the remediation of any performance degradation; and (iii) such impairment or performance degradation cannot be used as the basis for Customer's non-acceptance of the FWA. In the event Orange is requested to remediate the performance degradation (e.g. sending a field engineer to the Location to install articulating antennae or to extend the antenna cable) and it agrees to do so, then such work effort will be subject to additional charges.
- (d) If Customer cancels or terminates the Order for FWA because Service cannot properly operate without a high-speed articulating antennae or antenna cable extension, then Customer will pay Orange the Order cancellation and early termination fees specified in the Specific Conditions for Orange Network Services.

### 1.3.4 Mobile Service

- (a) Orange will provide the Mobile Service for use with the FWA. Customer will ensure that it and the Users do not: (i) lose, destroy, or damage the Mobile Service; (ii) tamper or interfere with, or deactivate the Mobile Service; (iii) remove the Mobile Service from the CE Router; (iv) install the Mobile Service into another device, and (v) clone, copy, reverse engineer, decompile, or disassemble the Mobile Service. Customer will immediately notify the GCSC if any of the aforementioned events occurs. Customer will be liable to pay Orange the Charges for replacing the Mobile Service and for the installation and activation of the replacement Mobile Service if Orange needs to change the Mobile Service due to the occurrence of any of the foregoing events.
- (b) Customer and the Users will use the Mobile Service only for the purpose of receiving the FWA and only according to the way it is configured (i.e. either Passive Mode or Permanent Mode) and intended by Orange to be used by Customer and the Users, as described in Clause 1.2 (Overview). Customer and the Users are not authorized, and they will not use the Mobile Service for voice or SMS communication, roaming communication services, or other purposes.

## 1.4 Security and Use of Service

- (a) Customer will immediately notify the GCSC if Customer detects or suspects any fraudulent or unauthorized use of the FWA or any component thereof (including the Mobile Service and Mobile Internet Access). Customer will be responsible and liable for such fraudulent or unauthorized usage. Customer will indemnify and hold Orange harmless for any and all losses incurred by Orange due to the fraudulent or unauthorized use of the FWA. Unauthorized or fraudulent use includes (without limitation): (i) attempting or assisting another to access, alter or interfere with the communications of and/or information about another user of the Mobile Network or Mobile Internet Access without the consent of such other user, (ii) tampering with or making an unauthorized connection to the Mobile Network; (iii) using or assisting another to use any deceptive scheme, false pretense or other fraudulent means or devices to access the Mobile Network or Mobile Internet Access; (iv) attempting or permitting a user to attempt to use the Mobile Service or Mobile Internet Access in such a manner so as to avoid incurring charges for usage; or (v) using the FWA in violation of the Orange Acceptable Use Policy for Orange Products & Services.
- (b) Customer acknowledges that: (i) it is possible for third parties to monitor traffic transmitted through the Mobile Network, and privacy and security cannot be guaranteed by Orange or the MNO, and (ii) traffic may be transmitted through MNO Third Party Facilities that is not under the control of Orange or the MNO. Notwithstanding anything to the contrary set forth in the Agreement, Orange and the MNO will not be responsible or liable for unauthorized access to the Mobile Network or to Customer traffic transmitted through the Mobile Network. Customer is solely responsible for establishing appropriate measures to control access to, and to protect its information, network, systems and facilities against unauthorized access or use, or theft, loss, or destruction. Customer will immediately notify the GCSC if it detects or suspects any malicious activities or threats.

## 1.5 Suspension and Termination

- (a) Notwithstanding anything to the contrary contained in the Agreement, Orange (or the MNO, as the case may be) may – without liability – suspend, deactivate or terminate (each as applicable) the FWA, the Mobile Internet Access, Mobile Service or access to the Mobile Network immediately upon notice (such notice may be given via email or posted to an online tool such as My Service Space) to Customer if any of the following events occur:
  - (i) there is a violation of Clause 1.3.4(a) or Clause 1.3.4(b);
  - (ii) an unauthorized or fraudulent use of the FWA, the Mobile Service or Mobile Internet Access is reported, detected, or suspected; or
  - (iii) an incident threatening the security of the FWA, the Network, Mobile Internet Access or Mobile Network is reported, detected, suspected, or imminent.
- (b) In case of suspension of the FWA, the Mobile Internet Access, Mobile Service or access to the Mobile Network, Service will be restored when the incident or violation is resolved or cured.
- (c) Customer will stop using the Mobile Service and the Mobile Internet Access immediately upon the deactivation of the Mobile Service.
- (d) Customer will stop using the FWA upon the expiration or termination of the Order for FWA, or the suspension of the Service.
- (e) Customer will grant Orange access to the CE Router, the Mobile Service and other Orange equipment (e.g. articulating antennae) so that Orange may uninstall or disable the Mobile Service or the CE Router or disconnect the FWA.

## 1.6 Qualification and Testing

Customer will provide all information reasonably necessary for Orange to properly provision the FWA. Installation of the Mobile Internet Access is contingent upon the MNO's ability to provide Mobile Internet Access to the Location. The provisioning and use of FWA may be subject to technology limitations of the Mobile Internet Access and the Mobile Network, and Customer accepts the limitations. The MNO may, from time to time, also impose limits or conditions on the use of the Mobile Internet Access and the Mobile Service, and Customer agrees to comply with such limitations and conditions.

## 1.7 Site Survey

- (a) Orange may propose that a site survey be conducted by Orange at the Location prior to scheduling the FWA installation. The purpose of the site survey is to determine whether: (i) the Location meets the necessary requirements for the proper installation and functioning of FWA at such Location, (ii) the MNO can provide Mobile Internet Access at the Location, and (iii) Customer needs to undertake remedial actions to prepare the Location for the Service installation. A Customer on-site representative must always accompany the Orange field engineer during the site survey. The charges for the site survey are in addition to the FWA installation charges. Customer will ensure that all preparations identified by the Orange site survey are completed prior to the FWA installation date. If the Location is not ready for the FWA installation (including failure by Customer to obtain the Required Consent) when the Orange field engineer arrives to install the Service, then: (iv) Orange will be relieved of its responsibilities to provide FWA at that Location, (v) the Service installation will be rescheduled to another date after Customer completes the site preparation, (vi) in addition to the installation charges, Customer will be billed for that failed site visit according to the hourly labor rate for the field engineer, plus the cost of materials.
- (b) If Customer requests Orange to undertake the site preparation work and Orange agrees to perform such work, Orange will provide a price quote to Customer for such services. Work will begin after Customer agrees to the price quote. To the extent Orange agrees to perform site preparation work, such work does not include obtaining any Required Consent. Customer is solely responsible for getting and maintaining the Required Consent.
- (c) If Customer does not want a site survey and it is discovered that: (i) the MNO cannot provide the wireless WAN connectivity at the Location and, therefore, it is not possible to provide the FWA, or (ii) Orange cannot complete the FWA installation because the Customer has not prepared the Location for the Service installation (including failure to obtain the Required Consent), then Orange may invoice Customer, and Customer will pay Orange, the installation costs (including preparation costs) incurred by Orange. If the event described in part (ii) of this paragraph occurs, the installation will be rescheduled to another date after the Location is made fully ready by Customer for the Service installation.

## 1.8 Minimum Service Term

Notwithstanding anything to the contrary otherwise contained in the Agreement, the Service Term of the Orders for FWA and any renewal of such Orders must be at least 12 months.

## 1.9 Charges

- (a) The Charges for FWA consist of one-time Charges for the installation of the CE Router and the activation of the Mobile Service and monthly recurring Charges for the use of the Mobile Service, CE Router and Mobile Internet Access.
- (b) The one-time Charges for site survey or failed site visits are in addition to the one-time installation Charges mentioned in Clause 1.9(a).

- (c) The one-time and monthly recurring Charges for the installation and use of high-speed articulating antennae and antenna cable extension are in addition to the Charges specified in Clause 1.9(a).

#### 1.10 Service Limitations

Orange will not be responsible or liable for disruptions or interruptions to FWA, and the MNO may temporarily refuse, interrupt, or limit the availability of the Mobile Internet Access at any time, due to:

- (a) equipment (including hardware and software) owned, provided, managed, controlled, operated, or used by Customer or the Users;
- (b) Third Party Intervention;
- (c) Customer's or the Users' access to or use of the Internet (including, without limitation, computer viruses, malwares and other malicious attacks arising from the access to or use of the Internet);
- (d) transmission limitations or delays caused by atmospheric, topographical, fluctuations in electromagnetic wave propagation, or other factors (e.g. weak batteries, system over-capacity, etc.) outside the control of Orange or the MNO;
- (e) equipment modifications, upgrades, relocations, repairs, and other similar activities carried out by the MNO or the operators of the MNO Third Party Facilities for the proper or improved operation of the Mobile Network or the Mobile Internet Access;
- (f) the reliability and quality of data transmission, access speeds (including download and upload speeds), Mobile Network congestion, and any access restrictions that may arise on specific networks or servers connected to the Internet;
- (g) incompatibility between the Mobile Networks and Customer's intranet access security;
- (h) Customer's or the Users' use of the FWA or any component thereof (including the Mobile Internet Access and the Mobile Service);
- (i) the loss or theft of the Mobile Service;
- (j) any damage to the Mobile Service; provided, however, if the Mobile Service fails to operate during its initial activation, then Orange will replace the Mobile Service; and
- (k) any security breach resulting from an act or omission of Customer, any User or any third party.

#### 1.11 Data Processing

The Description of Processing of Personal Data set forth in the Service Description for Flexible SD-WAN with Cisco Service applies to the FWA.

### END OF SERVICE DESCRIPTION FOR FLEXIBLE WIRELESS ACCESS