

PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNATIONAL ETHERNET LINK SERVICE

1.1 Description of Service

The International Ethernet Link ("IEL") Service is a fully-managed Ethernet (Layer-2) connectivity service that provides private high-speed international data transmission services for Customer's data centers and large Locations that are part of Customer's Metro Area Network (MAN) or Wide Area Network (WAN). The IEL Service is available in:

- point-to-point connectivity (i.e. connecting only two Locations);
- n-point-to-point connectivity (i.e. one Location is connected to all other Locations using point-to-point connectivity);
- point-to-multipoint connectivity (i.e. remote Locations can communicate only with a Location designed by Customer as a "**Hub Location**"); and
- multipoint-to-multipoint connectivity (i.e. remote Locations can communicate with each other directly).

The speeds and other service attributes available with the IEL Service may vary from country to country.

Customer may subscribe to the Service Select – Service Delivery and Service Select – Service Support for the IEL Service, and such Services will be described in separate Service Descriptions attached to this Agreement and may be subject to additional Charges.

1.2 Service Features

The IEL Service includes:

- Managed Layer-2 CPE switch, which offers a layer-2 interconnection, at the Locations;
- Tail Circuit connecting the CPE switch at the Location to the Orange Network and
- Ethernet bandwidth per connectivity, ranging from 2 Mbps to 3 Gbps in increments as specified by Orange, depending on availability at the Location.

IEL supports the following data classes of Service (CoS) options on a per connection basis:

- **Standard:** The Standard class has the lowest level of priority and is used for non-critical application traffic.
- **Critical:** The Critical class has an intermediate level of priority and is used for "critical business" application traffic requiring a high level of performance and service reliability.
- **RT Video:** The RT-Video class provides guaranteed bandwidth in case of congestion and priority over the Critical class and is used for RT-Video applications (e.g. videoconferencing, Real Time backup, etc.) transport that requires performance and higher availability of the bandwidth.

Each connection must be configured with a data profile, and Customer will choose between Standard class only, Critical class only, or a combination of the Standard and Critical classes.

IEL also supports a Voice Class, which provides guaranteed bandwidth in case of congestion. The Voice CoS has priority over the data CoS, but is limited to a maximum bandwidth, which is defined by the number of configured voice channels; Customer will choose the number of voice channels, subject to availability. The Voice class bandwidth is limited to 50% of the Ethernet bandwidth.

With any-to-any connectivity, the same data classes (Standard or Critical) will apply to all IEL Service Locations. RT Video and Voice classes can be applied independently on each Location with at least 2 Locations with the same profile.

As optional features, and subject to additional charges, Orange may provide the following upon Customer's request:

- Resiliency with dual access, dual nodes, and dual CPE switches (i.e. Dual Access), subject to availability at the Location.
- Additional interfaces (e.g. 4FE, 8FE, 2GE, 10GE, etc.), depending on the applicable Ethernet bandwidth and availability.
- A power supply of 48V.
- Additional connectivity at the same Location.

1.3 Service Limitations and Exclusions

The IEL Service is not available as a Layer-3 based service.

The maximum number of connectivities per Location is 8.

All CPE associated with the IEL Service must be managed by Orange.

The number of Media Access Control (MAC) addresses is limited to 1,000 per connection for the point-to-multipoint and multipoint-to-multipoint connectivity options; any additional MAC addresses will be subject to additional Charges. The Ethernet Maximum Transmission Unit (MTU) cannot exceed 1,526 bytes.

If Customer uses the IEL Service with any network service that is not provided by Orange, then Customer will provide all information reasonably requested by Orange with respect to such network service so that Orange may provide the IEL Service; Customer's failure to provide Orange with such information will relieve Orange of performing its obligations for the IEL Service. Orange will not be responsible or liable for any failure of the IEL Service caused by such network service.

1.4 Charges

Charges for the IEL Service include:

- One-time and Monthly Recurring Charges for the CPE switch.
- One-time and Monthly Recurring Charges for the Tail Circuits.
- One-time and Monthly Recurring Charges for the Ethernet bandwidth.
- Off-Net Site Management Charges for Locations that are not directly connected to the Orange Network.

Charges for any Project Management, Service Select – Service Delivery or Service Select – Service Support Services provided to Customer are separate from and in addition to the Charges for the IEL Service. Any optional features or additional MAC addresses also will be subject to additional Charges.

1.5 Acceptance Testing

Upon completion of the installation of the CPE, Tail Circuits, and bandwidth for the IEL Service, Orange will commence acceptance testing, which will confirm that all aspects of the IEL Service are operational. Upon completion of the acceptance testing, Orange will provide to Customer an "International Ethernet Link Service Acceptance Form" for Customer's execution, which form will identify the acceptance tests performed by Orange. Customer will be deemed to have accepted the IEL Service on the date on which Orange issues the International Ethernet Link Service Acceptance Form, unless Customer notifies Orange in writing of a material fault in the IEL Service within 5 Business Days of receipt of such Acceptance Form. In such event, the above acceptance process will be repeated.

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: International Ethernet Link****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.).	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	(only for Web Portal access)
Incident Management.	Yes	
Quality of Service.	No	
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.	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.	Yes, according to customer's 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 INTERNATIONAL ETHERNET LINK SERVICE