

PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNET DIRECT SERVICE

1.1 Definitions

All capitalized terms used and not otherwise defined herein will have the meaning ascribed to them in the General Conditions and in the Specific Conditions for Network Services.

"Internet Direct Service" or **"Service"** means the Orange service that provides access to the public Internet, as well as to IP protocol transport.

"IP Address" means the numeric address assigned to Customer by Orange or another Internet Service Provider ("ISP").

"Multi-Homed Network" means a network that is connected to the Internet through Orange and at least one other provider.

"POP" or **"Point of Presence"** means the Orange facility where traffic is exchanged and routed.

"Single-Homed Network" means a network that is connected to the Internet only through Orange.

1.2 Internet Direct Service

1.2.1 **Access Method.** Customer can select the most appropriate dedicated access method for its connection to the Internet, based on its needs and availability of the access method at the Location. Customer must connect to an Internet Direct Service node. The Internet Direct Service offers the following options for dedicated access: (a) leased line, with the dedicated access defined by the leased line speed and Customer's IP bandwidth; and (b) Ethernet access. The interconnection of the Orange-provided Ethernet access to the Orange Internet Direct CPE is performed by Orange under the following conditions: (i) the length of the cable required between the carrier termination point and the Orange CPE is strictly limited to 15 meter/50 feed; and (ii) the path is un-obstructed and therefore no drilling is required. Customer will be responsible for any extension of in-house wiring beyond these guidelines.

Orange provides the following IP Routing:

- Static routing (point to point) is used if Customer is Single-Homed, i.e. has access to the Internet through a single connection;
- Dynamic routing is optional with BGP-4 and is used for Multi-homed Customers (as described in Clause 1.3.1 below).

1.2.2 **Technical and Operational Requirements.** Except in those cases where Orange specifically agrees in writing to assume responsibility, the Customer is responsible for the following:

1.2.2.1 **Connection Equipment.** The equipment necessary to connect to the Service consists of one router with IP Protocol support and termination equipment. The following requirements apply to the use of the connection equipment:

- Customer will provide its own router with support for IP Protocol and serial interface that is appropriate for the service option selected, and will be responsible for resolving isolated problems with the IP router, CSU/DSU or the local network and its applications.
- Customer will provide the cables between the router and the data communication equipment utilized for access to the Internet Direct Service.
- Customer will install, maintain, and configure the IP router's hardware and software.
- Customer will be responsible for the resolution of isolated problems with the IP router and the Tail Circuits in the event that the Customer has contracted directly with the Tail Circuit provider.
- In the event of an analog Tail Circuit, the Customer is responsible for the provisioning, installation, maintenance, and configuration of the termination equipment for access to the Orange POP.

1.2.2.2 **Customer Routing Configuration.** The type of routing configuration supported by the Service depends on whether the Customer has a Single-Homed Network or a Multi-Homed Network.

- **Single-Homed Network.** If the Customer has a Single-Homed Network, Orange will configure a list of static routes when provisioning the Service in order to support routing of the Customer's IP Address numbers. The Customer will configure the appropriate static routes in its router to connect to the Service. In addition, the Customer will configure routing within its own local network.
- **Multi-Homed Network.** If the Customer has a Multi-Homed Network, Orange will configure the dynamic routing during the provision of Service in order to support routing of the Customer's IP Address numbers. It is the Customer's responsibility to have a configured Autonomous System ("**AS**"). Orange will use the Border Gateway Protocol Version 4 (BGP-4) dynamic routing for the multi-homed configurations. Customer will configure BGP-4 in its IP router (if the router is not managed by Orange) for access to the Service. Customer will configure routing within its own local network. BGP-4 is not recommended for access rates less than 1024 kbps. Customer must obtain the AS number necessary for the operation of the BGP-4 from the appropriate local authority or registry.

1.2.2.3 **Servers and Access Applications.** Customer is responsible for the provision and proper functioning of the servers and applications used to access the Internet. Customer is responsible for the provisioning, installation, maintenance, and configuration of the necessary Internet services and applications, such as Domain Name Servers (DNS), electronic mail, FTP, news, browsers, Web, or any other required applications, unless otherwise specified in the Order Form. Customer will configure and maintain its own local network.

- 1.2.3 **IP Addresses Assignment Policy.** Customer must have a registered IP Address for the communication with the Internet. The following four cases are supported by Internet Direct:
- Customer has a current legally assigned IP Addresses that Customer wants Orange to route as part of the Service. Orange will accept routing of those IP Addresses on behalf of Customer
 - Customer has a 57.0.0.0 address assigned from previous Orange contracts.
 - Customer uses a private unregistered address (i.e. 10.0.0.0), which will require the use of network address translation protocol that allows a LAN to use a set of IP Addresses for internal traffic and a second set of IP Addresses for external traffic.
 - Customer does not currently possess legally assigned, valid IP addresses.
- Orange can assign IPv4 or IPv6 addresses to Customer from its ranges of 57.0.0.0 (for IPv4) and 2A01:C000:/19 (for IPv6), if the IPv6 option is requested by Customer and approved by Orange. The IP addresses assigned by Orange to Customer are dedicated to Customer usage and are not shared with other customers. In any event, Orange will coordinate with the appropriate local entity to facilitate the registration process.
- 1.2.3.1 **Number of IP Addresses.** The number of IP Addresses provided by Orange or solicited by Orange on behalf of Customer will depend on the written justification provided by the Customer. Orange reserves the right, at its sole discretion, to refuse the provisioning of IP Addresses or their solicitation on behalf of the Customer. Additional charges apply if more than 255 IP addresses are provided by Orange.
- 1.2.3.2 **Other IP Provider Addresses.** Any IP Address provided by another IP service provider may not be utilized for Internet Direct Service.
- 1.2.3.3 **Orange Ownership.** The IP Addresses assigned to the Customer by Orange will continue to be proprietary to Orange and may not be transferred to any other IP service provider. Upon termination of the Service, the Customer must return the Orange-assigned IP Addresses. Customer must also return the Orange-assigned IP Addresses in the event that, in the sole determination by Orange, the Customer has improperly used such addresses.
- 1.2.4 **Security.** All backbone/access routers are located on Orange premises, all of which maintain a security policy that restricts access to authorized personnel only. At the CPE level, Orange applies anti-spoofing as described in RFC-2267. Orange can also provide firewall services to enhance CPE security.
- 1.2.5 **Domain Name**
- 1.2.5.1 **Domain Name Registration.** Orange will register the requested domain name on behalf of Customer, if the name is available. Customer's Order for the Service must indicate Customer's first choice and two alternatives, in case the first choice is not available. The following rules apply:
- The basic service includes the registration of one generic Top Level Domain (gTLD) domain name at no charge with Primary DNS. Orange provides free Secondary DNS service for 10 domains or 20 zones. Additional domain names may be registered upon request at an additional charge.
- Orange will register only one generic top-level domain (i.e. customername.com, or customername.net or customername.org) on Customer's behalf, as most domain name registration policies discourage registration of multiple top-level domains.
- Orange can register new country code top-level domain (ccTLD) with restriction depending on the applicable country policy.
- 1.2.5.2 **Domain Name System (DNS) Service.** Orange offers three different DNS management services.
- **Primary DNS.** Primary DNS is available only if Customer is not an ISP. With Primary DNS, Customer's domain name information is housed in two Internet Direct servers, a primary server, and a secondary backup server. The IP Addresses of Internet Direct servers are provided to Customer for use in DNS requests within the Customer's hosts.
 - **Secondary DNS.** Orange will configure an Internet Direct DNS server to become a secondary server for Customer's domain name. Orange will also send a request to the appropriate Network Information Center (NIC) to add a "pointer" in the NIC's DNS server to designate the Internet Direct DNS server as a secondary server for Customer's domain name. The IP Addresses of the Internet Direct servers are provided to Customer for use in DNS requests within the Customer's hosts.
 - **DNS relay.** DNS relay is available to all customers. DNS Relay resolves Domain Names within the entire Internet DNS hierarchy and returns the IP Address associated with the Domain Name requested.
- 1.2.5.3 **DNS Restrictions and Limitations**
- For Primary DNS Service, Customer must not resell Internet access to other businesses and/or individual subscribers (i.e. the customer must not be an ISP).
 - If Customer has existing connections to another service provider, Customer must inform the InterNIC, RIPE, APNIC, or other registry (as appropriate) of the new IP address of the primary DNS host and that Internet Direct Service will be providing a secondary DNS. The registries will only accept this change request from either Customer or Customer's current service provider.
 - Orange will provide Primary DNS for one domain (no sub-domains) for all hosts on a Class A network address, or up to 64 hosts. Orange will provide Secondary DNS for up to 10 domains or 20 zones, assuming one forward and one reverse look-up per domain.

1.2.6 **SMTP Backup.** Orange provides an SMTP Backup for Customer's email in case the Customer's mail server goes down. Orange mail server backup maintains an archive of Customer's emails during this failure for a minimum of 3 days and maximum of 5 days, depending on volume.

1.2.7 **SMTP Relay.** Orange provides SMTP relay outbound service, which enables the User to receive email originating from the corporate email server without directly connecting to the public Internet.

1.3 Optional Services

Customer may elect to receive any of the following optional services, which must be specifically requested by Customer and which are subject to additional charges.

1.3.1 **IPv6 Option.** IPv6, which is an optional feature of the Internet Direct Service that must be requested by Customer and approved by Orange, consists of the support of Internet Protocol version 6 and the delivery of IPv6 packets between the Internet network (on IPv6) and Locations where Customer has ordered the IPv6 optional feature, giving access to the Internet IPv6 without any translation mechanism. IPv6 protocol is provided in parallel with IPv4 protocol in dual stack mode. IPv6 is orderable per Location.

The Charges for the IPv6 optional feature consist of one-time installation charge per IPv6-enabled Location and monthly recurring charges per IPv6 Location. These Charges are in addition to the Internet Direct Charges.

1.3.2 **IP Routing.** BGP-4 routing is used if Customer has access to the Internet through multiple Internet connections. BGP-4 is an exterior routing protocol that is used to announce multi-homed Customer routes to Orange and other Internet providers. The following rules apply:

- Customer must have a unique AS number that is used in the Customer's BGP advertisements with all of its service providers.
- If Customer uses full BGP-4, then Customer must have a dedicated connection of at least 256 kbps, because the overhead from BGP-4 utilizes between 32 and 64 kbps of bandwidth.
- Because BGP-4 requires significant router memory, Customer must have at least a Cisco 3640 router, and the router must have at least 128 MB of DRAM.

1.3.3 **Managed Router Option.** The managed router option includes all router configuration, maintenance, and management of the routers used by Customer as CPE for the Service, specifically:

- Provision of the appropriate Cisco router and IOS software;
- Pre-configuration of the router;
- The configuration of all Orange Internet Direct routers (i.e. MS-PE, CPE) is entered centrally by a configuration team and is downloaded to Customer's CPE;
- Installation of the router at the Customer Location.

1.3.4 **Site Equipment Redundancy.** Orange will provide a dual CPE solution for Customer's mission critical Locations, where separate CE routers are connected to the primary and secondary Leased Lines.

1.3.4.1 **Tail Circuit Backup.** This is a level of backup using another Tail Circuit connected to another Orange POP (for reliability). This second Tail Circuit is "empty" and used only in case the main Tail Circuit is down. Usually, this second Tail Circuit has a smaller bandwidth than the main Tail Circuit. If the Customer uses this second Tail Circuit at the same time as the main Tail Circuit, Orange reserves the right to invoice the Customer for a full Internet port for the second Tail Circuit.

1.4 Reporting

Reporting for Internet Direct is accessible through My Service Space (MSS).

Reporting will be available for the following Service components:

- CPE devices (Orange-managed router Service option).
- Internet backbone.

Customer's receiving the Orange-managed router Service option can receive the following reporting:

- Router Performance (CPU load, Memory load, LAN/WAN interface statistics and availability).
- IP Bandwidth Utilization statistics on the WAN Internet interface.
- Site Availability.

Customer's not receiving the Orange-managed router Service option can receive only the monthly Internet backbone performance report.

Network usage reports providing traffic summaries are available to Customers subscribing to the Orange web-based, statistical reporting tool, My Service Space. Usage reporting provides interactive, on-demand reporting that allows Customer to track utilization and peak activity periods.

Usage reporting will store up to one year of data online, and Customer may request reports covering any period with a maximum granularity of 5 minutes within that interval.

1.5 Security

Internet Direct Service provides the Customer with access to the Internet through Orange facilities. Orange does not assume any responsibility for the operation or management of the Internet itself and is not responsible for the

Customer's activities or those of third parties connected to the Internet. The Customer is solely responsible for taking precautions to prevent the loss of data, the unauthorized access to its network, or other potential damage that could occur from use of the Service. In addition, Orange is not responsible for any loss or degradation of the Service caused by third party actions on or against Customer's Domain(s).

1.6 Problem Resolution and Scope of Customer Service Support

Upon activation of the Service, the Customer will follow Orange standard policy with respect to the resolution of Service problems.

1.6.1 **Types of Problems Supported.** Orange Customer Service is reserved exclusively for connection problems between the Customer's IP network and the global Internet.

1.6.2 **End-Users.** Orange Customer Service will only accept calls from the Customer's authorized representatives and not from the Customer's customers or users. Orange is not responsible for the Customer's customers or users and will not interact in any way with them.

1.6.3 **Internet Applications/local Customer Network.** Orange will not provide support to Customers' Internet servers or applications (DNS, electronic mail, FTP, news, browsers, Web, etc.). In addition, Orange will not address problems resulting from the Customer's local network or its equipment and applications. The Customer is responsible for problems resulting from Internet applications to which its Customers or users have access through the Internet Direct Service.

1.7 Service Charges

The Charges for the Service include:

- Installation Charges (one time).
- Monthly Access Line Charge (priced dependent on bandwidth and location requested).
- IP Port Charge (install and monthly charge based on Customer's traffic profile):
 - flat fee;
 - usage-based (further described below).
- Optional Service Charges (one time and/or monthly recurring as applicable to the options requested):
 - Managed Router.
 - Multi-Homing.
 - Contingency Solutions – Site equipment redundancy and Tail Circuit backup.
 - Additional IP address registration.
 - Additional Domain name registration.
 - Additional DNS service.

The Order will indicate which type of billing profile Customer has selected as well as the one-time and monthly recurring charges applicable to Customer's selected pricing option.

Any Security Services provided by Orange will be subject to a separate Service Description(s) and additional Charges.

1.7.1 **Usage Based Pricing.** In addition to the installation charge and monthly access line charge, the usage-based pricing structure includes:

- a fixed monthly minimum bandwidth fee, plus;
- a monthly variable bandwidth fee based on Customer's incremental monthly traffic usage in excess of the minimum bandwidth selected. Monthly usage is calculated using the 95th percentile method.

1.7.1.1 **95th Percentile Method.** To measure monthly usage, a data collector automatically polls the Customer's interface every 5 minutes to determine the number of bytes received (from Orange router to Customer router – inbound traffic) as well as the number of bytes sent (from Customer router to Orange router – outbound traffic) during these 5 minute intervals. The data is converted into bytes per second. At the end of a 30 day month, the data collector will have collected 8,640 groups of data received and 8,640 groups of data sent, and will sort out the two lists in descending order (from the highest to the lowest). From those two lists, the system removes 5% of the highest values (432 groups) and assigns the 95th percentile value to the 433rd highest value of the month for each list. Then, the highest value of the two 95th percentile values (sent and received) will be taken as final monthly 95th percentile value. This value is converted into kilobytes per second (kbps) and is the monthly usage of Customer.

Example: Customer requests 45 Mbps Internet Direct access with 6 Mbps minimum bandwidth and increments of variable bandwidth per Mbps. The Variable Fee is charged for every additional increment (per Mbps) of bandwidth used in excess of the minimum bandwidth as follows:

- If the 95th percentile value is 4 Mbps, Customer pays only the minimum bandwidth fee.
- If the 95th percentile value is 16 Mbps, Customer pays the minimum bandwidth fee for the 6 Mbps, plus the variable bandwidth fee multiplied by 10 (since the 10 Mbps of additional usage requires 10 increments of 1 Mbps each).

1.8 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: Internet Direct
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	(IT)
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 INTERNET DIRECT SERVICE