

## PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNET DIRECT 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.

**"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.

**"Service"** means the Internet Direct Service described in this Service Description.

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

### 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 provides access to the public Internet, as well as to IP protocol transport, as described in this Service Description.

### 1.3 Standard Service Elements

1.3.1 **Access Method.** Orange will provide dedicated Ethernet access for the Service and will interconnect such Ethernet access to the CPE for the Service provided by Orange, provided that (a) the length of the cable required between the carrier termination point and the Orange CPE is strictly limited to 15 meter/50 feet; and (b) the path is un-obstructed and therefore no drilling is required. Customer must connect to a Service node, and Customer will be responsible for any extension of in-house wiring beyond these guidelines. For IP Routing, Orange provides Static routing (point to point) for a Single-Homed Network. However, Orange offers dynamic routing as an optional feature with BGP-4 for Multi-homed Customers, as described in Clause 1.4.2 (IP Routing) below.

#### 1.3.2 Technical and Operational Requirements.

1.3.2.1 **Connection Equipment.** The equipment necessary to connect to the Service consists of one router with IP Protocol support and termination equipment. For 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 and will be responsible for resolving isolated problems with the IP router, CSU/DSU or the local network and its applications.
- provide the cables between the router and the data communication equipment used for access to the Service.
- install, maintain, and configure the IP router's hardware and software.
- resolve isolated problems with the IP router and the Access Circuits if Customer has contracted directly with the Access Provider.
- provision, install, maintain, and configure the termination equipment for access to the Orange POP, if an analog Access Circuit is used with the Service.

#### 1.3.2.2 Customer Routing Configuration

- **Single-Homed Network.** If 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. Customer will configure the appropriate static routes in its router to connect to the Service. In addition, Customer will configure routing appropriately within its own local network.
- **Multi-Homed Network.** If Customer has a Multi-Homed Network and has elected to receive the IP Routing optional feature described in Clause 1.4.2 (IP Routing) below, Orange will configure the dynamic routing during the provisioning of the Service in order to support routing of the Customer's IP Address numbers. Customer is responsible for having 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 also will configure routing appropriately 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.

1.3.2.3 **Servers and Access Applications.** Customer is responsible for (a) the provision and proper functioning of the servers and applications used to access the Internet, and (b) 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. Customer will configure and maintain its own local network.

- 1.3.3 **IP Addresses Assignment Policy.** Customer must have a registered IP Address for the communication with the Internet. The following three cases are supported by the Service:
- Customer has a current legally assigned IP Address(es) that is not specific to any ISP (i.e. provider independent) for use with the Service. Orange will accept routing of those IP Addresses on behalf of Customer.
  - Customer has an IP address assigned previously by Orange.
  - Customer does not currently possess legally assigned, valid IP addresses.
- Orange will assign IPv4 IP Address(es) to Customer for use with the Service; however, upon Customer's request and subject to Orange's approval, Orange instead may assign IPv6 IP Address(es) to Customer, as provided in and subject to Clause 1.4.1 (IPv6 Option) below. The IP Addresses assigned by Orange to Customer for the Service are dedicated to Customer usage and are not shared with other Orange customers. In any event, Orange will coordinate with the appropriate local entity to facilitate the registration process for such IP Addresses.
- 1.3.3.1 **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 Customer; however, Orange may refuse to provision IP Addresses or to solicit IP Addresses on Customer's behalf. Orange will identify the IP Addresses that are included as part of the standard service elements of the Service and those that are not; if Customer elects to receive any IP Address(es) that is(are) not provided by Orange as part of the standard service elements, then additional charges will apply thereto.
- 1.3.3.2 **Other IP Provider Addresses.** Any IP Address provided by another IP service provider may not be utilized for The Service.
- 1.3.3.3 **Orange Ownership.** The IP Addresses assigned to Customer by Orange will continue to be proprietary to Orange and may not be transferred to any other IP service provider. Upon the expiration or termination of the Service for any reason, Customer must return the Orange-assigned IP Addresses to Orange. Customer also must return the Orange-assigned IP Addresses if Orange determines that Customer has improperly used such IP Addresses.
- 1.3.4 **Security.** All backbone/access routers provided by Orange as part of the Service 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 also can enhance CPE security by providing firewall services, as described in a separate Service Description(s) and subject to additional charges.
- 1.3.5 **Domain Name**
- 1.3.5.1 **Domain Name Registration.** Orange will register the requested domain name on Customer's behalf if the name is available. Customer's Order for the Service must identify 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.
- Orange can register new country code top-level domain (ccTLD) with restriction depending on the applicable country policy.
- 1.3.5.2 **Domain Name System (DNS) Service**
- 1.3.5.2.1 **DNS Management Service Options.** Orange offers, and Customer may choose from, the following three 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 the 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 also will 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 Service 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.
- 1.3.5.2.2 **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 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.

#### 1.4 Optional Service Feature

Customer may elect to receive any of the following optional services, subject to additional Charges.

- 1.4.1 **IPv6 Option.** IPv6 must be requested by Customer and approved by Orange. It includes (a) support of Internet Protocol version 6, and (b) 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 may be ordered by Customer on a per Location basis.

The Charges for the IPv6 optional feature consist of a one-time installation charge per IPv6-enabled Location and monthly recurring charges per IPv6 Location.

- 1.4.2 **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 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.
- Customer must have at least a Cisco 3640 router, and the router must have at least 128 MB of DRAM.

- 1.4.3 **Managed Router Option.** Orange will provide a CE router(s) as CPE for use with the Service, and Orange will provide all router configuration, maintenance, and management of such CE router(s), specifically:

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

- 1.4.4 **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 Access Circuits.

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

#### 1.5 Reporting

Orange provides reporting for the Service, including reporting on the CPE devices provided with the Orange-managed Router Service option and on the Internet backbone, through My Service Space (MSS).

#### 1.6 Security

The Service provides Customer with access to the Internet through Orange facilities. Orange has no, and does not assume any, responsibility for the operation or management of the Internet itself and is not responsible for Customer's activities or those of third parties connected to the Internet. Orange is not responsible for any loss or degradation of the Service caused by any third party(ies) on or against Customer's Domain(s).

#### 1.7 Problem Resolution and Scope of Customer Service Support

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

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

- 1.7.2 **End-Users.** Orange Customer Service will only accept calls from the Customer's authorized representatives and not from the Customer's customers or users.

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

#### 1.8 Service Charges

The Charges for the Service include:

- Installation Charges (one time).
- Monthly Access Circuit Charges (priced dependent on bandwidth and location requested).

- IP Port Charges (install and monthly charge based on Customer's traffic profile), which will be a flat fee or usage-based (as further described below).
- Charges for optional service features (one time or monthly recurring as applicable to the options requested) , as such features are described in this Service Description (including the Managed Router, IP Routing, Access Circuit Backup, additional IP Address or domain name registration, etc).

The Order will indicate which type of billing profile Customer has selected as well as the one-time and monthly recurring Charges applicable.

## 1.9 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).	No
Location Data (geographic location, device location).	No
Customer Relationship Management (CRM) 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.	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.
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**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.	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**