

PUBLICATION 1 SERVICE DESCRIPTION FOR MANAGED ETHERNET LINK SERVICE

1.1 Description of Service

The Managed Ethernet Link ("MEL") Service is a fully managed LAN interconnection service that provides IP VPN customers with private and high-speed point-to-point services for data centers and large Locations. Orange provides the following coverage options:

- (a) Metro (interconnections between Locations within the same city or metro area); and
- (b) National (interconnections between Locations within the same country).

The Metro coverage option is available in E-LINE, based on point-to-point virtual circuits (i.e. connecting only 2 Locations).

1.2 Standard Features of Managed Ethernet Link

The MEL Service includes:

- Managed Multilayer Ethernet Switch CPE, which offers a layer-3 interconnection between Customer's LANs.
- Routing protocols supported with the Customer LAN include, and are limited to, RIPv2, EIGRP, BGP, and Hot Standby Routing Protocol (HSRP).
- Ethernet bandwidth, ranging from 2 Mbps to 1 Gbps, depending on availability at the Location.
- VPN Bridge, which connects Customer's IP VPN network to the Ethernet Locations.
- Service Select – Standard Service Delivery and Service Select – Standard Service Support (as described in separate Service Descriptions attached to this Agreement).

1.3 Optional Features of Managed Ethernet Link

- (a) **Resiliency Options.** Subject to availability at the Location, Orange can provide dual fiber access, dual fiber access and PoP diversity, or full diversity (i.e. dual Switch CPE, dual access, and dual PoP).
- (b) **ValueNet.** If an IP VPN Location with MEL also receives the ValueNet IP VPN Service option, then the extranet access can be extended to the cascaded Ethernet Locations.

1.4 Service Requirements

The MEL Service is only available with LAN Access or IP VPN Services, and such Services will be described in separate Service Descriptions attached to this Agreement and may be subject to additional Charges. Customer's LAN must be connected to the Switch CPE, and not the IP VPN CE. The link between the Switch CPE and the CE router also must be on dedicated LAN interfaces.

1.5 Service Exclusions

MEL Service is not available with any transparent Layer-2 service (e.g. LAN extension) or with Customer-managed IP VPN Service Types, including the Silver Lite or Gold Lite Service Types. Service Select – Extended Service Support also is not available with MEL Service. MEL Service does not support Class of Service options, managed telephony services (e.g. Voice for IP VPN), IP multicast (e.g. video streaming) and non-IP traffic. Proactive monitoring is not supported, and OSPF routing is not available on the LAN. Traffic shaping is only available for sub-speed access (i.e. when the ordered bandwidth is below the physical interface bandwidth).

1.6 Managed Ethernet Link Charges:

- One-time and Monthly Recurring Charges for the CPE.
- One-time and Monthly Recurring Charges for the Ethernet line.
- Off-Net Site Management Charges for Locations that are not directly connected to the Orange Network.
- Charges for the Service Select – Standard Service Delivery and Service Select - Standard Service Support.

Charges for any Orange Project Management or Service Select – Extended Service Delivery Services provided to Customer are separate from and in addition to the Charges for the MEL Services. The Optional Features of Managed Ethernet Link are also subject to additional Charges.

1.7 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: Managed 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.	Yes

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 MANAGED ETHERNET LINK SERVICE