

PUBLICATION 1 SERVICE DESCRIPTION FOR OPERATIONAL SUPPORT SERVICES

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 apply for purposes of this Service Description.

"Additional Equipment" means any Equipment installed by Orange at a location (pursuant to the terms and conditions for the Orange Deployment Service, as described in a separate Service Description attached to this Agreement) and for which Orange agrees to provide Operational Support Services.

"Components" means field replaceable units as part of Equipment.

"Customer Inventory" means the listing of Customer Equipment that receives the Operational Support Services.

"Customer Welcome Pack" means the documentation provided by Orange to assist Customer in contacting the Service Desk.

"Diagnostics" means remote Incident investigation and troubleshooting of Equipment.

"Equipment" means the computer or telecommunications hardware for which Orange will provide Operational Support Services, as applicable, including all Existing Equipment and Additional Equipment.

"Existing Equipment" means Equipment previously installed at a Location prior to Customer placing such Equipment under the Orange Operational Support Services.

"Incident" means a fault, failure, or malfunction in the Proper Operational Condition of Equipment.

"Location" means the site where the covered Equipment is installed and operational.

"Obsolete Equipment" means Equipment that has reached End of Support (EOS) according to the Vendor's published statements.

"On-Site Support Services" means field engineer dispatches to Location for the purpose of supporting Diagnostics and/or Equipment replacement.

"Operational Support Services" means the maintenance services described in this Service Description.

"Proper Operational Condition" means the correct operational status of Equipment, as defined by the Vendor or as otherwise mutually agreed upon by the Parties, which includes the ability of Equipment to run its specified operating system software, but does not include applications software.

"Service Desk" means the service desk function performed by one of the Orange global customer support centers.

"Site Audit" means an audit of Existing Equipment performed by Orange to determine if the Existing Equipment is in Proper Operational Condition.

"Spare(s)" means the whole unit or Components of Equipment used to replace or repair Equipment that is not in Proper Operational Condition.

"Vendor" means the applicable third-party original equipment manufacturer of Equipment covered by Operational Support Services.

1.2 Overview

Operational Support Services consist of various maintenance support options available for purchase by Customer for restoring Customer-owned Equipment to Proper Operational Condition, as described herein. The Specific Conditions for Installation, Maintenance, Equipment Resale, and Other Orange Integration Services apply to Operational Support Services. Operational Support Services include only the activities described in this Service Description. The purchase of Operational Support Services is optional for Equipment purchased by Customer from Orange.

1.3 Operational Support Services Documents

1.3.1 **Orders.** Except as otherwise provided in this Service Description, Orange must receive all Orders for Operational Support Services (including any Orders for the renewal of Operational Support Services) at least 60 days prior to the requested commencement date.

1.3.2 **Customer Inventory.** Customer will cooperate with Orange to complete the Customer Inventory prior to the commencement of the Operational Support Services, and Customer will update the information on a current basis. This document is used by Orange internally to record Equipment and Location data.

1.3.3 **Customer Welcome Pack.** The Customer Welcome Pack is a document, provided by Orange, containing information to assist Customer in contacting the Orange Service Desk. It contains the unique Customer PIN code for proper routing of telephone communications from Customer to the Orange Service Desk. It also contains minimum guidance for Customer to contact the Orange Service Desk through the online Orange Service Desk portal.

1.4 Customer Responsibilities

(a) Customer will:

- (i) follow all installation, operation, and maintenance instructions of Orange or Vendor, as applicable;
- (ii) provide the proper environment and electrical and telecommunications connections as specified by Orange or Vendor, as applicable;

- (iii) ensure that the proper environmental conditions, including temperature and humidity, are maintained at Location within the tolerances specified by Orange or Vendor;
 - (iv) provide reasonable communications facilities, workspace, and storage space for Spares, if requested by Orange;
 - (v) complete the Customer Inventory prior to the commencement of the Operational Support Services, and advise Orange of any changes to the Inventory and/or Equipment contained in that Inventory.
- (b) **Remote Access.** Provision of Operational Support Services by Orange is contingent upon Customer providing remote access to the Equipment as reasonably required by Orange to allow Orange to perform such services. If Customer is unable or unwilling to provide remote access to Equipment, Customer shall provide a point of contact who shall be available to provide full technical details of all system error logs and/or dumps, and any other relevant information required by Orange.
- (c) **Incident Reporting.** Customer will promptly report all Incidents to the Service Desk in accordance with the Incident reporting procedures provided by Orange. All calls made by Customer regarding Incidents will contain the following information:
- Agreement Number or ID;
 - Location address and identification code;
 - Equipment type and serial number;
 - Nature of Incident;
 - Local time at Location;
 - Hours of access and Location contact information;
 - Prioritization of dispatch (i.e. immediate or deferred).
- Orange will not accept calls regarding Incidents from any source other than Customer or its nominated representatives. Orange will not be responsible for providing Operational Support Services if Incident is not reported in accordance with this Clause and Incident reporting procedures.
- (d) **Equipment Relocation or Modification.** Customer agrees to provide Orange with at least 5 business days prior written notice of any relocation of covered Equipment, and Customer will advise Orange promptly of any change or modification made to any Equipment covered by this Service Description. If Equipment is relocated, Orange may, in its sole discretion, decline to furnish Service for such relocated Equipment or increase the Charges for the Operational Support Services for such Equipment. If Equipment is modified and Orange charges differently for Operational Support Services for the modified Equipment, the Charges invoiced by Orange and paid by Customer will be modified accordingly. If any modification to Equipment increases the cost to Orange for testing or repairs, Orange reserves the right to increase the Charge for such services. If the modification creates a safety hazard or is likely to cause Equipment malfunctions, Orange may, with Customer's agreement and at Customer's expense, correct the condition and continue to provide the Operational Support Services. If the condition cannot be corrected to the satisfaction of Orange, Orange reserves the right to terminate the applicable Operational Support Services, in which event Customer will be liable for termination charges set forth in this Agreement.

1.5 Operational Support Services Offerings

1.5.1 **Cobranded Operational Support (also known as Cobrand Maintenance).** The Cobranded Operational Support offering is a solution comprised of a combination of Orange and Vendor services. If Customer orders an available Cobranded Operational Support offering for a particular brand of Equipment, Orange will provide Level-1 (first line response) and Level-2 (remote troubleshooting and coordination of Spares dispatch, and if applicable, field engineer) support, and the applicable Vendor will provide Level-3 (complex troubleshooting) and Spares (if ordered), in order to restore service to the Customer in line with agreed service levels.

The terms and conditions set forth in this Clause 1.5 will apply to the Cobranded Operational Support responsibilities of Orange, and the terms and conditions set forth at the applicable Vendor URLs will apply to Level-3 support, Spares and, if ordered by Customer, Vendor on-site support services provided by that Vendor. Orange will advise Customer of the applicable Vendor URL upon request. Certain Vendors' URLs are as set forth below (unless another URL is identified by the Vendor):

- For Cisco support services: <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html?dtid=ossdc000283>
- For Riverbed support services: <https://support.riverbed.com/index.htm>.

Customer will report all Incidents to Orange, and Orange will engage the applicable Vendor on Customer's behalf as required. Any Incidents reported by Customer directly to the applicable third-party Vendor will not be covered by or included in Operational Support Services. If an RMA (Return Material Authorization) or additional technical assistance is required, Orange will engage the applicable Vendor to obtain this supplemental support.

- (a) **Diagnostics.** Upon notification from Customer regarding an Incident, Orange may perform remote investigation and troubleshooting of Equipment prior to dispatching a field engineer to Location. Diagnostics may consist of:
- Validation of the issue being reported;
 - Troubleshooting at the Component level when possible;

- Notifying Customer of any patches or bug fixes made available by the Vendor for Customer to apply directly to the effected equipment, or if given access, Orange will remotely apply the bug fix for Customer. If Vendor has not provided a patch or fix for an Incident, then Orange will contact the applicable Vendor regarding the patch or fix needed. Orange will have no responsibility to configure or reconfigure any software or applications on Equipment.

If Orange is unable to restore Equipment to Proper Operational Condition through remote Diagnostics and Diagnostics have identified the need for on-site intervention and/or replacement of Equipment, then Orange will provide Parts-Only Support Services (as described below) or On-Site Support Services (as described below), subject to and depending on the type of Operational Support Services ordered by Customer.

- (b) **On-Site Support Services.** If Orange is unable to restore Equipment to Proper Operational Condition through Diagnostics or if otherwise necessary, a field engineer will be dispatched to Location based on the applicable level of service (e.g. 24x7x4, 8x5xNBD, etc.), as ordered by Customer.

On-Site Support Services may include the following additional features, if ordered by Customer:

- Coordination of the delivery of Spares with the arrival of the field engineer;
- Coordination of Incident determination through additional remote Diagnostics with the Service Desk and appropriate Customer contact as necessary;
- Delivery of Spares to Location by the applicable Vendor;
- Replacing defective Equipment and/or Components with Spares.

Upon completion of the On-Site Support Services, the field engineer will contact the Service Desk to confirm Incident resolution and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate call closure.

Orange will install the operating system software provided by Vendor with any Spares used in providing the Operational Support Services. Otherwise, physical configuring or reconfiguring of Equipment is not included in On-Site Support Services.

- (c) **Vendor Spares.** Spares for Cobranded Operational Support will be provided by the applicable Vendor, except as otherwise agreed upon by the Parties in writing. All non-functioning Equipment or Component replaced by a Spare will become the property of the Vendor supplying the Spare, and all Spares installed to replace faulty Equipment will become the property of Customer, at time of installation.
- (d) **Return of Faulty Equipment.** Customer is responsible for the timely return of the faulty Equipment in accordance with the shipping instructions provided with the Spare by the Vendor. If no shipping instructions are provided with Spare, then Customer will timely return the faulty Equipment pursuant to the instructions of Orange. Except as otherwise agreed upon by the Parties in writing, Customer will be responsible for all costs associated with returning the faulty Equipment to Vendor, including all shipping and handling charges, duties, and any charges incurred by Orange as a result of Customer's failure to return the faulty Equipment in a timely manner, plus an administrative charge equal to 10% of the Equipment then-current list price to Orange.

1.5.2 **Parts-Only Support Services.** If Customer has ordered Parts-Only Support Services and Orange is unable to restore the Equipment to Proper Operational Condition through Diagnostics, then Orange will coordinate the delivery of Spares to the Location by the Vendor, as described and subject to the same conditions set forth in Clause 1.5.1(c) and Clause 1.5.1(d) above, to repair or replace the faulty Equipment.

1.5.3 **Labor-Only Support Services.** Labor-Only Support includes field engineer dispatches to Location for the purpose of supporting Diagnostics and/or Equipment replacement, but without any Spares or their management. When requested by Customer, an Orange field engineer will be dispatched to Location based on the applicable level of service (e.g. 24x7x4, 8x5xNBD, etc.), as ordered by Customer. The Orange Service Desk will provide Level-1 support for the purposes of dispatching an Orange field engineer only. Customer will be responsible for supporting the Orange field engineer while at the Location.

1.5.4 **Customer Consigned Sparing.** Customer Consigned Sparing is subject to availability and approval by Orange. If approved by Orange for Customer, Spares will be purchased (or otherwise provided) and owned by Customer and will be dedicated specifically to Customer use. Customer may order (subject to additional charges) management of such Spares by Orange. Such management shall consist of initiating dispatch requests of such Spares and coordinating the on-site availability of such Spares with an on-site visit by the field engineer at a level that is consistent with applicable levels of service, and coordinating replenishment instructions in accordance with a mutually agreed process. For such Spares managed by Orange, all non-functioning Equipment replaced by a Spare will remain the property of Customer, and all Spares installed to replace faulty Equipment will remain the property of Customer. Orange does not offer Orange-owned Spares for Customer-owned Equipment.

1.5.5 **Obsolete Equipment.** If Spares are provided for Operational Support Services, the Operational Support Services provided by Orange for any Equipment (including Software) will be provided in accordance with Vendor's policy for the relevant Equipment and Software. Orange shall not be obliged to provide Operational Support Services for Equipment following the "end of life" or "end of support" date identified by Vendor, unless otherwise expressly agreed upon by Orange, Vendor, and Customer in writing.

1.5.6 **Resale of Vendor-Branded Services.** The resale by Orange of Vendor- branded maintenance services is not an offering under Operational Support Service.

1.6 Commencement of Operational Support Services

1.6.1 **Existing Equipment.** If requested by Orange, Customer will provide, in electronic format, a complete database of all Existing Equipment by location and by type, including model number, configuration details, and serial numbers. Customer will certify that, to the best of its knowledge, Existing Equipment listed in the Orders has been continuously maintained under Vendor service contract and is in Proper Operational Condition at the time of execution of the Orders. Customer will make available, wherever possible, all maintenance records relating to all Existing Equipment.

Prior to commencement of Operational Support Services at any Location, the Parties will review the list of Existing Equipment at each Location and if Customer is unable to certify that Existing Equipment has been continuously maintained or if otherwise necessary, the Parties will make arrangements to conduct a Site Audit. Site Audits will be provided at the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing.

If Customer is unable to certify that Existing Equipment has been continuously maintained and the Parties elect not to perform a Site Audit, Orange may agree to commence Operational Support Services based solely on the listing of Existing Equipment for any given Location. If Orange determines at the initial Service call that Incident is due to a lack of on-going maintenance, Customer agrees that the Operational Support Services provided pursuant to such call will be provided as Out of Scope Work subject to additional charges.

1.6.2 **Additional Equipment.** Orange will commence Operational Support Services for Additional Equipment upon completion of the installation of such Equipment. The Parties recognize that the lead-time for acquisition and deployment of Spares for new Equipment types is subject to availability of Spares from the Vendor.

1.7 Operational Support Services Exclusions

Orange will have no obligation to furnish Operational Support Services for, and Orange will not be liable for damages for loss of the use of Equipment caused by any of the following (collectively "**Limitations**"):

- (a) a Force Majeure Event;
- (b) neglect, misuse, accidental or willful damage to Equipment on the part of the Customer, its employees, agents and contractors (other than Orange or its Subcontractors);
- (c) the modification, manipulation, alteration, or addition to or tampering with Equipment or items used in connection with it other than by Orange or its Subcontractors;
- (d) Customer's failure to maintain environmental requirements as set out in the Vendor's documentation or notified in writing from time to time by Orange or Vendor;
- (e) computer viruses;
- (f) instabilities in the operation of Equipment caused by or related to the use of software not provided by Orange; combinations of Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange;
- (g) without prejudice to anything in this Clause 1.7, Customer's or any of its Users' breach of this Agreement (including this Service Description).

Interventions and repairs rendered necessary by the above causes will be out of scope.

Operational Support Services do not include:

- Provisioning of operating supplies or accessories;
- Electrical work external to Equipment;
- Maintenance of attachments, parts, or other devices not listed in a fully executed Order;
- Correction of software databases, configuration errors, programming errors, or any errors or damages caused by or arising out of input or error, except as otherwise set out in this Service Description.

Orange will not be responsible for the cost of reconstructing data stored on disk files, tapes, etc., lost during the performance of Operational Support Services hereunder.

1.8 Charges

Charges are subject to adjustment, by the sole discretion of Orange, on January 1 of each year to reflect or account for any changes in the applicable pricing index(es); provided, however, that the total monthly charges for the Operational Support Services may not increase by more than 10% from year to year.

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: Operational Support Services (OSS)****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.).	No
Consultation (looking at personal data that we have stored in our files or software programs, etc.).	No
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.).	No
Restriction (implementing security measures in order to restrict the access to the personal data, etc.).	No
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies, etc.).	No
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).	Yes
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	
Incident Management.	Yes	
Quality of Service.	Yes	
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.	Yes	For the duration requested by Customer.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
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, internal users of the Customer.	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.	No.

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 the 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 OPERATIONAL SUPPORT SERVICES