

## PUBLICATION 1 SERVICE DESCRIPTION FOR SD-WAN 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.
- "Dynamic Host Configuration Protocol" or "DHCP"** means the network management protocol used on UDP/IP networks whereby a DHCP server dynamically assigns an IP address and other network configuration parameters to each device on a network so they can communicate with other IP networks.
- "EMS"** means the Equipment Management System provided by Orange as part of the Service and used to centrally manage the overlay network of the Service.
- "Endpoint"** means the hardware or Software, which may be provided as CPE or hosted in an Orange PoP that is used to connect Customer's WANs.
- "Gateway"** means a network device or Software that is a point of connection to the Orange Network and that is equipped for interfacing with Customer's network that uses different communication protocols.
- "Incident"** means a Service malfunction. Incidents do not include Service unavailability during Scheduled Maintenance.
- "PoP"** means Point of Presence.
- "Scheduled Maintenance"** means maintenance scheduled by Orange to occur during low Network traffic periods approximately 3 to 5 times per year and lasting an approximate average of 5 minutes each in order to implement changes to, or version updates of, the Network.
- "SDN"** means Software Defined Networking.
- "Service"** means the SD-WAN Service described in this Service Description.
- "VPN"** means Virtual Private Network.
- "WAN"** means Wide Area Network.
- 1.2 Overview.** The Specific Conditions for Network Services and the Specific Conditions for Security Services apply to the Service. The Service only provides the features and functionality set forth in this Service Description. The Service applies SD-WAN technology as an overlay to Customer's WAN connections in an "any-to-any" environment in which the Endpoints within the same Customer VPN can communicate with each other. The Service uses the EMS to centrally manage Customer's Endpoints with application-based policy routing and security rules, organizing traffic routes either by connecting remote Locations to a central Location in a "hub-and-spoke" topology or by connecting all Locations to each other in a "full mesh" topology. The Service includes online tools that Customer may use to manage the Service.
- 1.3 Access Requirements.** A Location is connected to the Service via (a) a Customer-supplied public Internet-based access, (b) an Internet-based access circuit provided by Orange as part of Vendor Managed Service Internet, or (c) an access circuit provided by Orange as part of the Business VPN Service.
- 1.3.1 Customer-supplied Access.** If Customer provides the Internet-based access, then Customer will purchase the Internet access service directly from an access provider. Customer will (a) provide the access that is required to implement the Service, (b) ensure that the Internet access is installed, tested, and functioning properly at a Location prior to installation of the Service, (c) manage and maintain the Internet access and all associated equipment (e.g. modem, router, etc.) needed to connect the Location to the Orange Network and use the Service, (d) promptly resolve any issues or problems with the Internet access that cause faults (e.g. Service outage) in the Service, (e) pay all charges or fees associated with the Internet access and any supporting Internet access service(s), and (f) disconnect the Internet access when the Service is disconnected.
- Customer also will ensure that the Internet access is configured in accordance with the specifications provided by Orange (which specifications Orange will identify and may modify from time to time). The minimum configuration includes the following: (i) Internet modem with DHCP; (ii) Ethernet 10/100 Mbit/s or 1 Gbit/s interface (USB interface is not supported); and (iii) Internet access that enables IPsec Passthrough.
- Customer will comply with all regulatory requirements of the relevant jurisdiction(s) and obtain all licenses or approvals needed for Customer to use the Service (e.g. certificates for using IPsec enabled devices and encryption technology, etc.).
- Provisioning of the Service by Orange is subject to the successful installation, testing, and performance of the Internet access procured by Customer. Customer will notify Orange immediately of any changes made to Customer's Internet access during the Service Term. Any change to Customer's Internet access may result in additional Charges. Prior to reporting any Incident to Orange, Customer must confirm to Orange that the Internet access is functioning properly and is not causing the Incident.
- 1.3.2 Orange-provided Access.** If an access circuit is provided by Orange, then Orange will provide (a) an Internet-based access circuit as part of the Vendor Managed Service Internet Service, as described in a separate Service Description, or (b) an access circuit as part of the Business VPN Service, as described in a separate Service Description.

#### 1.4 Standard Service Elements

- (a) **Endpoints.** Orange will provide and manage the Endpoints. If Orange provides the Endpoints as Orange-managed CPE at a Location, then the CPE model provided by Orange will depend on the information provided to Orange by Customer regarding the relevant tail circuit/access technology and bandwidth.
- For site topology with single Internet access and single CPE, Orange will deliver the CPE to the Location, and Customer will unbox and install the CPE following the self-install procedure provided by Orange. Then, Customer will provide the required authorization to allow Orange to access and configure the CPE remotely. However, if Customer orders the on-site installation option, then Orange will unbox and install the CPE at the Location.
- For all other sites topologies, on-site installation by Orange is included and is mandatory.
- (b) **EMS.** The EMS manages Customer's WAN resources to allow the Locations' interconnections or access to cloud services.
- (c) **VPN.** Connectivity between (i) the Locations, and (ii) the Locations and the Gateway is secured through IPSec protocols. Secure VPN connectivity is provided through Multi-Protocol Label Switching (MPLS) technology over the Orange Network or through the Internet.
- (d) **Dynamic WAN path selection.** The Service provides intelligent dynamic routing to route traffic based on current conditions of the WAN (e.g. bandwidth usage, application content, etc.) and thus improve the performance of Customer's applications.
- (e) **Firewall.** Orange will implement a zone-based security firewall to secure the VPN, and the security firewall will be configured using an Orange default configuration during installation.
- (f) **Online tools.** Customer may access and use the online tools for the Service designated by Orange and made available at a URL identified by Orange (the "**Service Online Tools**"). Customer will, and will ensure that its Users (i) protect the logins, passwords, access codes, or other credentials provided by Orange in connection with the Service Online Tools, and (ii) comply with Orange's instructions and security rules and procedures in connection with the use of the Service Online Tools to ensure that there is no unauthorized or fraudulent alteration or use of data, loss or data, or any unauthorized, malicious, or fraudulent access to the Service Online Tools. Customer will indemnify and hold harmless Orange and its Affiliates against and from all Losses arising out of or relating to any and all claims by any person or entity relating to use of the Online Systems in breach of this Clause 1.4(f).
- (g) **Customer Care Services.** Orange will provide the Standard Service Management Service(s) (as described in separate Service Description(s)) for the Service, unless Customer orders the Extended or Customized service options of such Service(s). Unless otherwise expressly set forth in the Order(s) or Charges Schedule for the Service, any and all Charges applicable to the Service Management Service(s) are in addition to the Charges for the Service.

**1.5 Optional Service Features.** As an optional feature of the Service and subject to additional Charges, Orange will manage the application policy setting for the Service.

**1.6 Service Requirements and Limitations.** Customer will promptly provide all information reasonably requested by Orange to enable Orange to provide the Service, including the complete and accurate Location address and contact information for delivery of any CPE; the relevant tail circuit/access technology, bandwidth, configuration, and line speed of any Internet-based access procured by Customer; etc. If the information provided by Customer is incorrect or incomplete, then (a) Orange may not be able to deliver the Service as a result thereof, (b) Orange may require a Change Order for Customer to correct or complete the information, and (c) additional Charges may apply. Orange also will not be responsible or liable for (i) any faults in the Service caused by any third-party products or services (except as may be otherwise expressly provided in the Service Description for Vendor Managed Service Internet) or by the Internet access service procured by Customer; (ii) Customer's changes to the firewall rules, implementation of filters, or the results thereof, (iii) the policy routing and security rules implemented or used by Customer, and (iv) Customer's failure to comply with its obligations as set forth in this Service Description.

**1.7 Provision of Service.** Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Committed Delivery Date. Orange will notify Customer of the successful completion of the Acceptance Tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Notwithstanding anything to the contrary otherwise contained in the Agreement, Customer will be deemed to have accepted the Service on, and the Date of Acceptance for the Service will be, the date of the Service Commencement Notice, unless Customer notifies Orange of a material fault in the Service within 5 Business Days of the date on which the Service Commencement Notice is issued by Orange (in which case Orange will address the fault and issue another Service Commencement Notice); however, if Orange provides CPE as part of the Service, then Customer will be deemed to have accepted the Service on, and the Date of Acceptance for the Service will be, the earlier of (a) the date of the Service Commencement Notice, and (b) 5 Business Days after the CPE is delivered to the Location for Customer to install.

**1.8 Charges.** One-time and monthly recurring Charges apply to the Service. Notwithstanding anything to the contrary otherwise contained in the Agreement, the Charges for the Service will not be subject to any benchmarking or price review throughout the Service Term.

- 1.9 Service Term.** Notwithstanding anything to the contrary otherwise contained in the Agreement (including the definition of Order Term in the General Conditions), the initial Order Term, and any Extended Term of an Order for the Service will each be a minimum of 36 months.

**END OF SERVICE DESCRIPTION FOR SD-WAN SERVICE**