



## PUBLICATION 1 SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE – NICE ("UES SERVICE")

### 1.1 Definitions and Interpretation

- 1.1.1 Definitions.** As used in this Service Description, the following capitalized terms will have the meanings given below:
- "Business Unit"** (also known as a **"Tenant"** or **"Organization"**) means an IVR/ACD self-contained entity that groups agents, supervisors and administrators together in a contact-handling context and is billed monthly to a single postal address in a particular currency.
- "Contact Center"** means the contact center solution for handling communication between the Customer and its End Users. The Contact Center may be located at several Sites and may include disseminated End Users.
- "CRM"** means Customer Relationship Management, a software gathering customer interactions across all channels in one place.
- "CXexchange"** means an online marketplace featuring a large number of applications developed by NICE and third-party publishers in order to enrich the CXone platform.
- "CXone"** means the NICE customer engagement platform.
- "End User"** means a person appointed and designated by Customer as being entitled to act as a contact center agent, a supervisor or an administrator of the Unified Engagement Suite (UES).
- "Period Subscription Fees"** means fees that are the greater of: (a) the minimum period fees set forth in the applicable Order; or (b) the actual period fees.
- "Service(s)"** means the Unified Engagement Suite service (or UES service) and its related components and features managed by Orange, as described in this Service Description.
- "Subscription"** means initial or renewing, term-based grant, for a specified time to use a specific quantity of the particular Service, all as described in the applicable Order.
- "Unified Engagement Suite" or "UES"** means the Orange omni-channel cloud-based contact center described at Clause 1.2.
- "Ramp-Up Period"** means a monthly payment plan covering a license subscription rollout schedule, pertaining to either physical sites or groups of users / lines of businesses.
- 1.1.2 Interpretation.** 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 prevail. All capitalized terms used and not otherwise defined in this Service Description will have the meaning ascribed to them elsewhere in the Agreement (in particular, in the Specific Conditions for Orange Cloud Services).
- ### 1.2 Service Description for UES
- 1.2.1 Overall Description.** The Unified Engagement Suite-NICE ("**UES**") Service is an Orange omni-channel cloud-based contact center. UES enables voice, chat, email, and social channels based on a cloud collaboration, communications, and customer engagement platform (CXone). UES and CXone are hosted on servers that are controlled by Amazon Web Service ("**AWS**") and managed by a third-party vendor (NICE).
- The Service is subject to:
- (a) Orange Specific Conditions for Cloud Services;
  - (b) the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup>; and
  - (c) NICE security and privacy policies found at <https://www.nice.com/company/legal/privacy-policy>.
- The terms of the AWS and NICE policies are incorporated by reference into this Service Description. There may be changes made to these policies throughout the Service Term of the Service and such changes will be binding upon the Customer and incorporated by reference into this Service Description.
- As part of the Service, Orange will design, configure, and provide service management, and other operational support services necessary to operate the system.
- 1.2.2 Service Features.** The Service comprises the following features (which can be ordered in any combination by the Customer):
- (a) **Automatic Call Distribution ("ACD").** This feature intelligently routes calls to the agent most qualified to handle the Customer's needs. ACD can route calls either through pre-determined rules or advanced call distribution algorithms.
  - (b) **Interactive Voice Response ("IVR").** This feature uses touch-tone signaling to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification.
  - (c) **Speech Enabled Interactive Voice Response ("IVR").** This feature uses voice recognition to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification, segmentation, and routing of callers to qualified agent segmentation, and routing of callers to qualified agents.
  - (d) **Outbound Campaigns.** Outbound dialing campaigns automatically dial phone numbers according to a prescribed set of rules. Outbound email campaigns broadcast predefined emails according to a prescribed set of rules. Campaigns increase agent productivity by screening out answering machines, busy signals, and calls that do not complete.

- (e) **Graphical Scripting.** Administrators use the script designer, 'Studio', to create specialized instructions that help agents handle specific types of calls. A script presents details about a caller or contact to the agent, often with fields for collecting or updating information.
- (f) **Workforce Management.** With workforce management, the customer can configure management units, set up activity codes, and manually create schedules for agents.
- (g) **Call & screen recordings.** A feature which provides secure, full-featured contact center call and screen recording for audio and digital channels to satisfy contact center compliance and quality needs.
- (h) **Quality Management.** Quality management is the process of recording and scoring contact center interactions to improve the customer experience. By evaluating and scoring conversations, a quality team can identify performers for positive feedback, agents who need more training or coaching, and situations that merit modification of call scripts.
- (i) **Agent, Supervisor, and Administrator desktop.** This feature provides an agent and supervisor desktop designed to provide a collaborative experience for the various communities that interact with the Customer's service organization. It offers:
  - (i) a browser-based solution;
  - (ii) APIs that simplify the development and integration of value-added applications (such as third-party CRM); and
  - (iii) integration with third-party CRM applications, subject to additional Charges.
- (j) **Reports, Views, and Dashboards.** Reports, views, and dashboards provide supervisors and managers with a view of historical and real-time metrics for their contact center, including a real-time dashboard with graphical information display, real-time call monitoring, and interaction, agent, and queue metrics.
- (k) **Collaboration and communication.** This feature provides tools and technologies that equip agents to connect and interact with other agents and back-office experts individually and in groups, in multiple channels (email, Chat, Web Callback, Social Media).
- (l) **Interaction analytics.** This feature is an intelligent linguistic analytics engine that converts contact center calls, email and chat transcripts into consumable data that allows contact center supervisors and managers to better understand what is happening in the contact center. The application parses and categorizes contact data and clarifies it based on context.
- (m) Robotic Process Automation (RPA) and Artificial Intelligence (AI), refer to technologies designed to automate repetitive tasks and assist with the resolution of customer service requests. These technologies include self-service interfaces, agent support tools, and automated alerts and actions. Their purpose is to reduce manual workload in contact center operations and improve response times.
- (n) Any further features released and notified (in writing) by Orange from time to time (details of such features may be provided in writing by Orange).

### 1.3 UES Service Components

The Service Consists of:

- Multi-tenant contact center cloud-based offering;
- UES softphones; and
- Service wrap.

### 1.4 UES Plan(s)

The Service is offered as a bundle of service features as defined below (each a "**Plan**"); the relevant services features will be activated in line with the Plan. In addition to these packages, the customer may subscribe to an unrestricted number of additional options or select any feature "à la carte".

The list of UES Plans is described in the table below.

Feature	Voice Agent	Omnichannel Agent	Essentials Suite	Core Suite	Complete Suite	Ultimate Suite
ACD/IVR Voice Agent	Y	Y	Y	Y	Y	Y
Digital Channels		Y	Y	Y	Y	Y
Ports	2 or 3*	2 or 3*	2 or 3*	2 or 3*	2 or 3*	2 or 3*
Integrated Softphone	Y	Y	Y	Y	Y	Y
Active Storage	5 GB	5 GB	5 GB	5 GB	5 GB	5 GB
Audio Recording	Y					
Audio Recording Advanced		Y	Y	Y	Y	Y
Screen Recording			Y	Y	Y	Y
Quality Management			Y	Y	Y	
Workforce Management				Y	Y	Y

Feature	Voice Agent	Omnichannel Agent	Essentials Suite	Core Suite	Complete Suite	Ultimate Suite
Performance Management				Y	Y	Y
Interaction Analytics					Y	
Feedback Management					Y	
Quality Management Premium						Y
Interaction Analytics Advanced						Y
Enlighten CSAT Agent Behavior Use Case						Y
Enlighten AI Routing						Y
*Included ports: <1,000 agents bundles w/3 ports. >1,000 agents Enterprise bundles w/ 2 ports.						
Advanced or Premium Functionality						
Audio Recording Advanced	Level-up	Included	Included	Included	Included	Included
Quality Management	Add-on	Add-on	Included	Included	Included	Included
Quality Management Advanced or Premium	Add-on	Add-on	Level-up	Level-up	Level-up	Included
Workforce Management	Add-on	Add-on	Add-on	Included	Included	Included
Workforce Management Advanced	Add-on	Add-on	Add-on	Level-up	Level-up	Level-up
Interaction Analytics	Add-on	Add-on	Add-on	Add-on	Included	Included
Interaction Analytics Advanced or Premium	Add-on	Add-on	Add-on	Add-on	Level-up	Level-up
LEVEL-UP - When providing a bundle that includes basic QM, WFM, or IA functionality but Customer wants to level up to the more advanced capabilities. Applies to all agents. ADD-ON – When providing a lower bundle package that does NOT include QM, WFM, or IA functionality but Customer would like to add-on advanced capabilities. Applies to any number of agents.						

Since the Service uses a continuous delivery model, Customer acknowledges that Orange may change or introduce new UES features and/or plans at any time.

## 1.5 Service Charges

The charges for the Service comprise:

- Charges for UES service implementation and support (with different options);
- Relevant Subscription charges/fees for the UES Service Plan (e.g. period Subscription fees);
- Billed-per-use charges. Fees for extra usage and extra Professional Services fees will be charged in arrears;
- Where Customer obtains other solutions from the CXexchange portal of NICE or any other third-party supplier, these will be subject to additional charges;
- Orange may modify the prices from time to time. For any price change, Orange must give thirty (30) days prior notice to Customer.

### 1.5.1 Licensing Models. The Customer may only select one Plan per Business Unit for the Service. Customer must choose one licensing model for the selected Plan, covering a named user, or concurrent user.

In a named licensing model, anyone (agents, supervisors, API users, etc.) that is configured on the Business Unit during the billing period is a billable named user. The user type billed is the highest-level license assigned to that the user during the billing period.

In a concurrent licensing model, the maximum number (peak) of concurrent (simultaneous) users during a billing period is charged.

The platform does not have a function to limit automatically the number of active users. Over usage can occur if more users were configured or logged in than the minimum commitment. Overuse is charged based on month-to-month pricing.

### 1.5.2 Engagement Model and Billing. The default billing model is the Service Term with monthly payments, and the Customer agrees to the guaranteed minimum. An alternative billing model may be considered upon the Customer's request, subject to Orange's discretion and mutual agreement.

Business Units that become operational during the first fifteen (15) days of the month will be invoiced for the Services for the entire month. Business Units that become operational between the 16th day and the end of the month are invoiced for the Services on a pro-rata basis according to the number of days the Business Unit was operational.

### 1.5.3 Order duration. The minimum Service Term of an Order for the Service shall be twelve (12) months. At the end of the Service Term, the Order shall automatically renew on a month-to-month basis, unless terminated in accordance with

the Agreement. In the event of a subscription to additional features of the Service, the Service Term of the new Order of such features shall be aligned with the Service Term of the initial Order.

A Ramp-Up Period is allocated for onboarding and activating the Service. By default, this period lasts ninety (90) days and may be adjusted once and up-front by mutual agreement between the Parties. It starts on the date the Order is signed by the Customer. During this period, Ramp-Up Period charges apply according to the agreed schedule. The Service Term starts once the Ramp-Up Period ends. At the end of the Ramp-Up Period, whether onboarding is complete or not — for any reason — the Customer will be billed for the relevant subscriptions of the Services.

**1.5.4 Services Billed per Use and Consumption Costs.** Some features are subject to Orange's set limit policy, while others are included in the standard offer. Any exceeding of the limits presented below will be subject to additional billing, according to consumption.

**1.5.5 Data Storage Usage Charges.** Orange has a set limit for data storage for the Service. Customers can use up to the set limit data storage amounts allocated per user without charge. Tools are provided to track actual storage and the ability to adjust your retention policy. Customers electing to store data above the allocation are billed a charge per GB per month as outlined in this clause. The allocations are provided per Business Unit by counting the number of billable users of each license type during the period, and applying an allowance for each user to determine the total amount of allocated data storage for the relevant Business Unit during the period.

**1.5.6 ACD Messaging and SMS Charges.** ACD and SMS messages allow agents to respond to interactions from a number of messaging platforms. UES service categorizes SMS pricing with rate classes. More specifically, instead of assigning each country a part for both inbound and outbound, Orange uses rate classes. As such, countries that have the same pricing are grouped into the same rate classes. Billing for ACD messaging (such as Facebook Messenger or X) is either per conversation, per Business Unit, per Agent or per X Account. A conversation is defined as any number of interactions (one or many) between a unique end customer account and a message platform during the course of the billing cycle. Any ongoing interactions that span a billing cycle will count as one conversation in each billing cycle.

## **1.6 Renewal**

Orders operating beyond the term specified in such Order are subject to pricing changes. For existing Orders whose term has expired, the Customer may optionally submit a renewal order with a new term commitment. Unless Customer provides written notice of its intent not to renew at least sixty (60) days prior to the expiration of the current Service Term, the Service Term shall automatically renew for successive terms equal in duration to the initial Service Term. Upon renewal of any Service Term, software rates applicable to the renewed Service Term may be increased by a rate not to exceed five percent (5%). Following the Service Term of an Order, notwithstanding the automatic renewal of such Order, Orange shall have the right to increase the charges upon the expiry of the Service Term (or an Extended Term as the case may be).

## **1.7 Capacity Management**

As part of the architecture design for a Customer the number voice channels are defined by Orange initially based on the number of agents and any traffic figures. Subsequently, capacity is monitored and revised accordingly.

## **1.8 Customer Requirements**

In order for Orange to provide the Services, the Customer shall procure, activate, or ensure (as applicable) the following are in place:

**1.8.1 Telephone Numbers to Receive Incoming Telephone Calls.** Calls can be collected via the Orange 'Contact Center Access' service. This service is to be ordered separately from UES Service. A Bring Your Own Carrier (BYOC) option is also available should the Customer choose to continue to use their own carrier.

**1.8.2 Network Services to Route Calls and to Manage Connections with Customer Sites.** Calls can be routed via the Orange Business Talk/Business Talk IP (BT/BTIP) service and Orange Business VPN services, or to Customers' local PSTN GW. All these services need to be ordered separately. If the provider of these services is not Orange, the Customer will provide Orange with all required information to configure the external access. UES supports centralized or Customer premises calls collect with this service.

Customer sites (agent PCs) can also be reached directly from the UES Service using WebRTC over the public internet.

**1.8.3 A Local Area Network ("LAN") Infrastructure and an Internet Access at Each Customer's Site.** The Customer will be in charge of providing Internet access to the agent workstations. The Customer will be responsible for implementing the network prerequisites provided by Orange.

**1.8.4 IP Hardphones and Headsets.** IP hardphones and headsets are not included in our UES offer but can be provided by Orange (resale mode only). A list of supported phones/headsets can be provided by Orange upon Customer request.

**1.8.5 DHCP Servers and DNS.** Customer will ensure that its infrastructure allows or enables Dynamic Host Configuration Protocol ("DHCP") and Domain Name System ("DNS") which are necessary for the IP telephony functionality. Customer will ensure that these services are available within the Customer premises; such services are not provided by Orange as part of the Service. Additionally, the solution components should be able to access and submit requests to the Customer's corporate DNS servers.

**1.8.6 Voicemails.** Customer will provide IVR voice message prompts. Customer prompts must be compliant with Orange's requirements, details of which can be provided by Orange upon Customer request before any Service activation.

- 1.8.7 **Security Devices.** In the case where the Customer has security equipment, configuration changes to such equipment may be necessary in order to enable the UES service. Orange will provide a generic matrix of configuration requirements, however, the actual configuration or validation will at all times remain the Customer's responsibility.

## 1.9 Use of the Service

Use of the Services is subject to the following conditions:

- Orange may need to make changes to the components and features of the Service either as a consequence of a technological development, or due to legal and regulatory requirements;
- Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost and, accordingly, Orange cannot guarantee application response times of, or stability of connections to, the Service;
- The software used to provide the Service is located on servers that are controlled by third parties (NICE and AWS) and availability of the Service may vary as a result of the actions of the third parties;
- Customer is solely responsible for any data or recordings placed on servers including the quality, accuracy and completeness of that data;
- Customer is solely responsible for the use (or attempted use) of Service and/or by any third party whether authorized or not; and must comply with all regulations (such as SMS and outbound campaigns regulations);
- The Service will be available 24 hours a day, 7 days a week, except for: (a) occasional planned downtime at non-peak hours (for which Customer will receive advance notice); or (b) any unavailability caused by circumstances beyond Orange and its suppliers reasonable control, including failure or delay of Customer's Internet connection, misconfiguration by Customer or any third party, issues on Customer network, or telecommunications services contracted by or Customer, or (c) unavailability as a result of the actions of AWS, including (i) any maintenance or planned downtime of the AWS services (ii) any fault or failure of the AWS services, or (iii) AWS either terminating or suspending the AWS Customer Agreement or your use of AWS services;
- The applicable online guides contain important information relating to the use of the Service. Failure to follow the relevant online guides may impair the Service;
- Customer must comply with Orange and NICE- instructions regarding the use of the Service;
- Customer must keep passwords or other identification codes for the Service secure.

## 1.10 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**

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Unified Engagement Suite - Nice**.

Nature of the Processing Activities	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer. Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of the Service, such as recording, organization, modification, combination, pseudonymization or anonymization.
Subject Matter of the Processing Activities	Duration
Activating, implementing, delivering and managing the Service. Incident management and support, including changes.	For the necessary period to provide the Service.
In accordance with the Service Description and the options selected:	
Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.	As per Service Description or Customer instructions.
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.	As long as necessary for the provision of the Service.
For Cloud storage, Contact Center and "as a service" features, i.e. hosting Customer Personal Data on a dedicated or shared storage infrastructure.	As long as necessary for the provision of the Service and for an additional sixty (60) days thereafter.
Types of Customer Personal Data to be Processed	Contact Data: first name, last name, email address, and telephone numbers, job role within the Customer. Usage Data: the usage related data to the extent related to natural persons, that Orange collects from services it provides to its Customers. Support Data: Customer representative or end user service ticket information (including feedback, comments or questions) and if applicable, Customer representative or end user telephone recordings for incident. Technical Data: internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, as well as other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service. Traffic/Connection Data: technical logs of connection, CDR and caller IDs. For Cloud Services, Contact Center and "as a service" features: Hosted Data: any categories of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.
Categories of Data Subjects	Employees of Customer and of its affiliates. If applicable, other individuals using the Service or whose Personal Data are collected via the Service. For Hosted Data, any category of Data Subjects as determined by Customer.
Authorized Sub-Processors	Orange Business Affiliates and suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Service. The authorized sub-processors engaged only for the Service are listed below. The authorized sub-processors engaged for centralized support or services provided in connection with the Service are communicated separately to Customer.

	Authorized Sub-Processors in the EU		Authorized Sub-Processors Outside of the EU	
	Name	Country	Name	Country
Orange Business Affiliates			Orange Cairo Orange Mauritius Orange India	Egypt Mauritius India
External suppliers	NICE	Germany, Sweden	NICE	United States of America, Philippines

**END OF SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE – NICE ("UES SERVICE")**