

## PUBLICATION 1 SERVICE DESCRIPTION FOR VENDOR MANAGED SERVICE INTERNET

### 1.1 Definitions

All capitalized terms used but not defined herein will have the meanings ascribed to them 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 control for purposes of this Service Description.

**"Domain Name Server" or "DNS"** means a server that implements the domain name system (DNS) that defines procedures for referrals to other name servers and for the use of domain names in the delivery and retrieval of SMTP email on the Internet.

**"Internet Access"** means the Internet access service provided by an ISP.

**"IP Address"** means the numeric address assigned to Customer by Orange or by the ISP through Orange.

**"ISP"** means a third-party Internet Service Provider.

**"Orange-Managed CE Router"** means the Customer-Edge (CE) CPE router (including its hardware and software) provided by Orange as part of the Fully Managed service option of VMS Internet; Orange will provide maintenance of the Orange-Managed CE Router's hardware and software and IOS upgrades that it deems necessary.

**"VMS Internet"** means the Vendor Managed Service Internet Service described in this Service Description.

### 1.2 Overview

The Specific Conditions for Network Services apply to VMS Internet, and VMS Internet only provides the features and functionality set forth in this Service Description. Customer may elect to purchase either the (a) Access Only service option, or (b) Fully Managed service option of VMS Internet, each as described in more detail below. Both VMS Internet service options include Internet Access. The Internet Access will be provided by the ISP to Customer, and the ISP is responsible for all licensing and regulatory obligations with respect to such Internet Access, notwithstanding anything to the contrary otherwise contained in the Agreement, including this Service Description. Depending on the country in which the Customer Location is situated, the Internet Access may be provided over either the public Internet or the private network of the ISP.

### 1.3 Standard Service Elements

1.3.1 **Access Only Service Option.** The Access Only service option of VMS Internet includes only Internet Access.

1.3.1.1 **Internet Access Delivery and Options.** The Internet Access will be installed at the Location using the access medium selected by Customer from the list of access medium options that are available from the ISP (e.g. xDSL, leased line, Ethernet, wireless local loop, etc.). The different access technologies may affect the quality of service (e.g. uptime or transit delay, etc.), and Orange will provide to Customer information regarding the access technology used by the ISP upon Customer's request. Customer is responsible for securing and maintaining at its own expense any approvals or permits needed or required for or applicable to the installation of the Internet Access at a Location, including any approvals from the relevant building owner.

Notwithstanding the foregoing, for some Locations, the Internet Access will not include the underlying Internet Access medium (e.g. PSTN, Fiber, copper pair) due to applicable laws or regulations, or if the ISP does not or cannot provide the access medium. In such event, Orange will inform Customer that the Internet Access does not include the access medium in the relevant quotation or Order for VMS Internet, and Customer will be responsible for providing and maintaining a suitable underlying access medium for VMS Internet for the duration of the applicable Service Term.

Customer will select one of the following Internet Access options:

- (a) **Dedicated Internet Access ("DIA")** provides Customer with dedicated Internet Access (i.e. dedicated and symmetric bandwidth, including consistent performance, higher reliability (usually the same as for Ethernet Access) to a public IP Address range provided by the ISP; Customer cannot and will not use any other public or private IP address(es) for the Internet Access. Subject to availability by the ISP, Customer may order a private IP Address unless prohibited by applicable laws or regulations. The default contention ratio admitted is 1:1; however, in some cases, the contention ratio may be 1:4.
- (b) **Broadband Internet Access ("BIA")** provides Customer with Internet Access that is shared with other Orange customers with symmetric/asymmetric throughput to a public IP Address range provided by the ISP; Customer cannot and will not use any other public or private address(es) for the Internet Access. Subject to availability by the ISP, Customer may order a private IP address range unless prohibited by applicable laws or regulations. The default contention ratio admitted is provided on a "reasonable efforts" only basis.

The bandwidth or speed provided by the ISP for the Internet Access applies to traffic that is considered in-country or domestic for the ISP, not to traffic considered international for the ISP.

1.3.1.2 **Internet Access Acceptance.** The Internet Access is deemed delivered, and Orange's acceptance testing is considered successful, when the following conditions are met:

- (a) **Basic acceptance:** (i) Customer is able to exchange traffic with the Internet Access by configuring its device correctly with the supplied IP Addresses and the IP protocol; (ii) Customer is able to use the DNS supplied by the ISP successfully, if ever needed, and (iii) Customer has received the correct number of usable IP Addresses.

- (b) **Speed test:** Orange performs a speed test from a laptop directly connected to the ISP NTU with Orange servers (up to 1 Gbps) using the following URL <http://speedtest.orange-business.com> and the server IPERF 3. Any results from other speed test servers available on the Internet cannot be used for Internet Access acceptance.

For DIA, if the difference between the measured speeds (upload/download) and the requested speed is lower than 20%, then the Internet Access meets the required acceptance criteria and cannot be rejected by Customer.

For BIA, the speed is not guaranteed and even if measured with excellent performance at one point, it can slow down considerably during other times.

If the Internet Access meets the basic acceptance and speed test criteria above, the Internet Access is deemed accepted, and cannot be rejected, by Customer.

- 1.3.2 **Fully Managed Service Option.** The Fully Managed service option of VMS Internet includes Internet Access, as described in Clause 1.3.1.1 above, as well as the Orange Managed CE Router with IPSec tunnel(s) and Orange VPN Gateway (as described below).

Orange-Managed CE Router with IPSec tunnel(s). Orange will provide (i) the Orange-Managed CE Router(s) as CPE for use with VMS Internet, and (ii) all router configuration, maintenance, and management thereof, specifically:

- Provision of the appropriate CE Router and IOS software;
- Pre-configuration of the Orange-managed CE Router;
- The configuration of all Orange VMS Internet routers (i.e. MS-PE, CPE) is entered centrally by a configuration team and is downloaded to Customer's equipment; and
- Installation of the Orange-Managed CE Router at the Customer Location.

The Orange-Managed CE Router will connect back-to-back with the ISP's customer premises equipment via an Ethernet cable on the WAN side and to Customer's LAN via an Ethernet cable on the other side. As the Customer LAN will normally support a private IP address range, in order for the Users to access the Internet, a Port Network Address Translation ("**PAT**") configuration will be used to translate all packets sourced from the Customer LAN (private IP address) to the IP address of the Orange-Managed CE Router (as assigned by the ISP).

A management IPSec tunnel using 3DES or AES encryption is configured between the Orange-Managed CE Router and the Orange VPN Gateway. The management loopback IP address of the Orange-Managed CE Router is reachable from Orange's management platform via the IPSec tunnel.

Customer and Orange will work together in good faith and will agree on the technical design of VMS Internet with the Orange-Managed CE Router.

- 1.3.2.1 **Orange VPN Gateway.** Orange provides a VPN gateway that connects to the Orange-Managed CE Router ("**Orange VPN Gateway**"). Upon Customer's request and subject to Orange's written approval, the Orange VPN Gateway may be located in one of the following cities (speed dependent), or such other city(ies) as may be identified by Orange: Amsterdam, London, Frankfurt, New York, San Francisco, Atlanta, Santiago de Chile, Sao Paulo, Manama, Mumbai, Tokyo, Singapore, Johannesburg, Stockholm, Sydney, and Hong Kong.

- 1.3.3 **Local Browsing/Public Internet Access.** For local browsing, the Internet Access allows Customer to locally access the public Internet. For the Access Only service option, the Internet Access is connected to Customer's equipment, and Customer is responsible and liable for ensuring that its equipment meets all requirements and specifications of the ISP for the Internet Access. For the Fully-Managed service option, the Internet Access is connected to the Orange-Managed CE Router, and Orange provides an IPSec encrypted tunnel through the Internet between the Orange-Managed CE Router and the Orange VPN Gateway (as described above) so that the Orange-Managed CE Router is accessible from Orange's network management platform, allowing Orange to manage VMS Internet.

- 1.3.4 **Service Management and Service Transition.** Orange will provide service management and support services for VMS Internet in accordance with and subject to the separate Service Description for Service Management. Orange also will provide installation support for VMS Internet in accordance with and subject to the separate Service Description for Service Transition. Orange's provision of a Service Desk ordered by Customer will be subject to and as described in the separate Service Description for Customized Infrastructure Care. The Service Management, Service Transition and Customized Infrastructure Care Services may be subject to additional charges.

### 1.3.5 IP Addresses

- 1.3.5.1 **Registration.** When the ISP supplies one IP Address, this IP Address is registered in Internet Registries (RIPE) directly by the ISP. When additional IP Addresses are requested by Customer, whether or not additional charges apply to such IP Addresses, the ISP may require that the user contact name and other information be provided for such additional IP Addresses. For the Access Only service option, Customer will complete and file the application RIPE registration form with RIPE NCC using its own information, including contact name, and the IP Address is registered under Customer's name. For the Fully Managed service option, Orange will complete and file the application RIPE registration form with the RIPE NCC, and the IP Address is registered under Orange's name. Notwithstanding the foregoing, if more than one IP Address is provided by Orange for VMS Internet, then Customer will complete and file the application RIPE registration form with RIPE NCC using its own information, including contact name, for such additional IP Address(es) if required by the ISP.

- 1.3.5.2 **Limitation and Ownership.** The public IP Address(es) provided by the ISP for the DIA or BIA Internet Access options may be either a public IP address registered by the ISP or a private IP address that is translated into a public one. Orange can provide only IPv4 addresses to Customer. The IP addresses assigned by Orange to Customer are

dedicated to Customer usage and are not shared with other customers. The IP Addresses will continue to be proprietary to the ISP and may not be transferred by Customer to any User or to any other ISP. Upon the expiration or termination of VMS Internet for any reason, Customer will return and no longer use the IP Addresses. Customer also will return the IP Addresses if Orange informs Customer that Orange or the ISP has determined in its sole discretion that Customer has improperly used such IP Addresses.

1.3.5.3 **Number of IP Addresses.** Generally, the Internet Access includes one (1) public static or dynamic IP address and one (1) ISP customer premises equipment (router or modem-router) with Ethernet hand-off. If more than one dynamic or static IP address is specifically required by Customer, then Customer must notify Orange in writing before placing an Order with Orange for the Internet Access, and the Order for the Internet Access must expressly include such additional IP Address(es). Any additional IP address(es) provided by Orange may be subject to additional charges and may require that the ISP provision a new set of IP Addresses that is distinct from the IP Address otherwise used and provided for the Internet Access. Also, because retail Internet Access offered by certain ISPs may not include more than one (1) static IP address or may not include a static IP address, higher grade Internet Access may be required and will be subject to additional charges. As part of VMS Internet, Orange provides DNS and DHCP.

1.3.6 **Qualification/Testing Process.** Customer will provide all information reasonably necessary for Orange to properly provision the VMS Internet to Customer, including any information regarding Customer's requirements, technical specifications, and constraints regarding IP protocols. Orange will use reasonable efforts to pre-qualify Customer's Location (based on the information provided by Customer to Orange) to confirm the availability of VMS Internet for such Location. For both the Access Only and Fully Managed service options, VMS Internet will be subject to a post-order qualification or testing process, pursuant to which the ISP will evaluate whether the Internet Access can be supported at the Location(s), and the ISP may change the speeds at which it provides the Internet Access.

If for any reason, and notwithstanding anything to the contrary contained in the Agreement, the Internet Access requested or ordered by Customer is rejected by the ISP as a result of the post-order qualification or testing process, or because the upstream and downstream speeds at which the ISP modem or router synchronizes are below the speeds otherwise represented or agreed upon by Orange, then Orange may cancel or suspend the fulfillment of the applicable Order for VMS Internet without liability. In such event, the Parties will negotiate in good faith to find an alternative solution, which may include the provision of Internet Access at speeds or with characteristics other than those originally requested or ordered by Customer or the provision of a leased line in lieu of Internet Access. Any alternative solution agreed upon by the Parties and any changes to the Charges required by such alternative solution will be set forth in writing (which may be in the form of a Change Order) signed by the Parties.

1.3.7 **Charges.** The Charges applicable to VMS Internet include one-time Charges (e.g. installation of Internet Access, Orange-Managed CE Router, etc.) and monthly recurring Charges (which may be based on the applicable bandwidth, Location and any Orange-Managed CE Router provided). Additional Charges will apply for multiple IP addresses, optional service features, and any traffic capped offers agreed upon by Orange. If a traffic cap applies, then Customer is responsible for all charges applicable to traffic that exceeds the relevant cap.

#### 1.4 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: VMS Internet**

**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 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.   | No  |  |
| Carry the traffic of customers' end-users.  | 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. | 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.  | N/A   |
| 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. | N/A   |
| 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 VENDOR MANAGED SERVICE INTERNET**