

## PUBLICATION 1 SPECIFIC DESCRIPTION FOR WEB CONFERENCING SERVICES - ZOOM®

### 1.1 Overview

The Web Conferencing Services - Zoom ("**Zoom Services**") are provided by Zoom Video Communications, Inc. ("**Zoom**") directly to Users. The Zoom Services are described in, and Users' use of the Zoom Services is subject to, the Zoom terms and conditions located at the following URL or such other URL(s) as may be identified from time to time by Orange or Zoom: <https://zoom.us/docs/en-us/EULA-terms-of-service.html> ("**Zoom Terms of Service**").

Notwithstanding anything to the contrary otherwise contained in the Agreement:

- (a) As used herein, "**Users**" means, individually and collectively: (i) the Customer and Users, each as defined in the Agreement, and (ii) the End User, Host and Participant, as defined in the Zoom Terms of Service.
- (b) Zoom may, in its sole discretion and at any time, modify, update, or change the Zoom Services and the software that enables the Zoom Services, provided that Zoom will not materially reduce the core functionality or discontinue any Zoom Services without providing prior written notice thereof to Customer. In the event Zoom does materially reduce the core functionality of or discontinues the Zoom Services, Customer may, as its sole remedy, terminate the affected Zoom Services without liability (other than for accrued and unpaid Service Fees for Zoom Services provided through the date of termination) within thirty (30) days of Customer's receipt of such notice from Zoom.
- (c) The Parties acknowledge and agree that: (i) Orange is a reseller of Zoom Services, and Orange and Zoom are not affiliated entities, partners, joint venturers, subcontractors of each other, or otherwise engaged with respect to the Zoom Services. As such, Orange is not a party to the Zoom Terms of Service and does not provide any portion of the Zoom Services, and all Zoom Services (including warranties (if any), exclusions and limitations of liability, service issues, service availability, customer support) associated with the Zoom Services, shall be governed exclusively by the Zoom Terms of Service; (ii) Orange resells the Zoom Services on an "**AS IS**" basis and without any warranty (whether express or implied); and (iii) Orange fully disclaims any and all liability and will not be liable for any damages (whether arising under breach of contract, tort, or any other legal theory) in connection with the Zoom Services; accordingly, Orange shall not be liable to Users, end-users, or any other third parties, directly or indirectly, for any Losses arising out of or in connection with the Zoom Services, including any Losses arising out of or related to Zoom's failure to provide the Zoom Service; any breach of or material non-compliance by Zoom, any User or end-user, or any other person of the Zoom Terms of Service, the Zoom privacy policy or global data processing addendum, or any applicable legal or regulatory requirements; Users', end users', or any third party's use of the Zoom Services; or any data or security breach associated with the Zoom Services. The selection of the Zoom Services is entirely Customer's decision, and the use of the Zoom Services is at the User's own risk and in the User's own discretion. Without limiting the foregoing, all provisions in this Agreement regarding the obligations of Orange in regards to security, data protection, audits, benchmarking, price reviews, discounts, indemnities, representations, warranties (whether express or implied), and covenants do not and shall not apply to the Zoom Services.

The Zoom Services only include the features and functionality as provided and made available by Zoom.

### 1.2 Standard Service Elements

Customer will receive the Zoom Services expressly identified in the Order. However, and notwithstanding anything to the contrary otherwise contained herein, elsewhere in the Agreement, in any Order, or in the Zoom Terms of Service, the Zoom Services do not include, and Zoom will not provide, any features, functionality, or services identified as "**Additional Features**" for the Zoom Services. For clarity, any SIP Connected Audio that Orange may provide in connection with the Zoom Services is not a component or part of the Zoom Services.

If Customer elects to receive the SIP Connected Audio Additional Feature, then Customer also must order from Orange the Orange Contact Center Access and Business Talk Services, which are described in separate Service Descriptions and which may be subject to additional Charges. For the avoidance of doubt, the Business Talk and Contact Center Access Services are not components or part of the Zoom Services.

### 1.3 Service Term

The minimum Service Term for the Zoom Services is 12 months, except as otherwise agreed by Orange in writing.

### 1.4 Charges

- 1.4.1 Orange will provide information regarding billing option(s) in the pricing for the Zoom Services or otherwise upon Customer's request. Depending on the billing option(s) selected by Customer, the Charges for the Zoom Services may include one-time, monthly recurring, or usage-based Charges. If monthly recurring Charges apply to the Zoom Services and the Zoom Services are terminated for any reason during the applicable Service Term, then Customer will pay to Orange an amount equal to the aggregate of the monthly recurring Charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination, in addition to any other early termination charges owed and notwithstanding anything to the contrary otherwise contained in the Agreement. For clarity, the fact that Customer will be responsible to pay Orange the Charges for the Zoom Services does not make Orange the provider of the Zoom Services, and it does not make Orange Zoom's third party service provider, subcontractor, agent or representative.

- 1.4.2 Notwithstanding anything to the contrary otherwise contained in the Agreement, the Charges for the Zoom Services are only valid for the duration of the Order Term, and Orange may modify the Charges upon any renewal of the Zoom

Services. Orange will notify Customer of the changes to the Charges reasonably in advance of the renewal, and the changes to the Charges will apply unless Customer provides notice of non-renewal, as set forth in the General Conditions.

**EXHIBIT A PROCESSING OF PERSONAL DATA BY SUPPLIER OF ORANGE BUSINESS SERVICES**

Name of the Service: ZOOM SERVICES

The Web Conferencing Services – Zoom will be provided subject to the Zoom Terms of Service, including the Zoom Privacy Policy and Global Data Processing Addendum.

For this service, Orange Business Services does not participate in the processing of personal data.

**END OF SPECIFIC DESCRIPTION FOR WEB CONFERENCING SERVICES - ZOOM®**