

## PUBLICATION 1 SERVICE DESCRIPTION FOR WORKPLACE TOGETHER [WEBEX®]

### 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.

"**Cisco Terms**" means the following Cisco terms and any other terms and conditions that Cisco may publish or make available from time to time:

- [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf)
- <http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>

"**Cisco Webex Services**" individually and collectively means the: (a) Cisco Webex Meeting, (b) Cisco Webex Calling, (c) Dedicated Instance (which is an add-on service within the Cisco Webex Calling), and (d) Cisco Webex Calling Multi-Tenant.

"**Cisco**" means Cisco Systems, Inc.

### 1.2 Overview

Workplace Together [Webex] is comprised of two main components, namely: (a) the Cisco Webex Services which are solely provided by Cisco. (as hereinafter defined) directly to Customer and the Users, and (b) the Service Management Services, which are provided by Orange directly to Customer, as described in Clause 1.5 below.

### 1.3 Cisco Webex Services

The Cisco Webex Services and Customer's and the Users' subscription to and use the Cisco Webex Services are subject to the Cisco Terms. The Cisco Webex Services only include the features and functionality made available by Cisco.

### 1.4 Cisco Webex Cloud Connected Audio

Any Order for the Cisco Webex Cloud Connected Audio also requires an Order for Business VPN Galerie Service, Business Talk Services, Contact Center Access Service, or such other Orange service as identified by Orange. These Orange services are separate from and are outside the scope of Workplace Together [Webex]. The charges for these Orange services are in addition to the Charges for the Workplace Together [Webex]. To prevent fraudulent calls, Orange restricts the use of the dial-out feature of the Cisco Webex Services in specific countries, as identified and as may be modified by Orange from time to time. However, if Customer elects to use the dial-out feature of the Cisco Webex Services in any countries where the feature is restricted, then Customer will notify Orange thereof in writing (which may be via email) before using such feature and will be liable and will pay Orange for all Charges for the use of the Cisco Webex Services in those countries, including any fraudulent use of the Cisco Webex Services by any Users or third parties. Customer must also order Business Talk Service if it wants to subscribe to Webex Calling.

### 1.5 Service Management Services

Orange will provide Service Management Services, which are separate from the Cisco Webex Services. Service Management Services consist of one of the delivery models described in Clause 1.5.1 and one of the support plans described in Clause 1.5.2, as selected by Customer and identified in the Order.

#### 1.5.1 Delivery Services. Customer will choose one of the following delivery models:

- (a) **Webex Platform and Main Site Configuration.** Orange will create: (i) one Customer account on the Cisco Webex platform, (ii) one Customer site account, and (iii) one End User account that is given administrative rights.
- (b) **Pilot Sites Implementation.** Orange will: (i) create one Customer account on the Cisco Webex platform, (ii) create accounts for all End Users who are located at the sites specified by Customer, and (iii) assign the phone numbers to such Customer sites.
- (c) **Additional Sites Implementation.** Orange will: (i) create one Customer account on the Cisco Webex platform, (ii) create accounts for all Customer sites where the Workplace Together Webex is to be provided and End Users, and (iii) assign phone numbers to all Customer sites and End Users.

Upon Orange request, Customer will provide all information (e.g. site information, phone numbers, End User information, etc.), direction and cooperation that is reasonably necessary for Orange to provide the selected delivery model.

#### 1.5.2 Support Plans for Workplace Together [Webex]. Customer will select one of the following support plans, which will be applied to all Customer sites and Users:

- (a) **Essential Support Plan.** Under the essential support plan, Orange will provide Customer with access to designated English and French speaking technical support team, who will be Customer's primary point of contact for tier 1 technical support regarding Cisco Webex Services-related Incidents. The technical support team will be available 24 hours per day and 7 days per week. The technical support team will only respond to service requests if they are made by Customer's service desk personnel.
- (b) **Advanced Support Plan.** The advanced support plan consists of the above-described essential support plan plus access to Spanish speaking technical support team. The technical support team will assist Customer's administrator with the Webex Control Hub.

(c) **Premium Support Plan.** The premium support plan consists of the above-described advanced support plan plus tier 1 technical support for Customer employees who are End Users in order to help them to use the Cisco Webex Services.

1.5.3 **Customer Success Manager.** The essential, advanced, and premium support plans include a Customer Success Manager resource, who will assist Customer to develop a plan for the adoption of the Cisco Webex Services within Customer's organization.

**1.6 Service Term**

The minimum Service Term for the Workplace Together [Webex] is 36 months unless agreed by Orange in the Order.

**1.7 Charges**

Orange provides aggregated billing for Cisco Webex Services and the Service Management. Charges for Workplace Together [Webex] include monthly recurring, usage base and/or one-time Charges depending on the scope of the Workplace Together [Webex] ordered by Customer.

**1.8 Renewal**

Notwithstanding anything to the contrary contained in the Agreement, if the price for the Cisco Webex Services changes prior to any renewal of the applicable Order, then Orange will notify Customer of the price change reasonably in advance of such renewal. The price change will apply unless Customer provides notice of non-renewal, as set forth in the General Conditions.

**1.9 Data Processing**

Exhibit A sets out the Description of Processing of Personal Data for Service Management Services portion of the Workplace Together [Webex], which includes 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. For clarity, such Description of Processing does not cover Personal Data that are processed by Cisco in connection with the Webex Services.

**EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER – ARTICLE 28 OF GDPR****NAME OF THE SERVICE: WORKPLACE TOGETHER [WEBEX]**

This Exhibit A only applies to the Service Management Services portion of the Workplace Together [Webex] and does not apply to the Cisco Webex Services or the Orange Voice Service.

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, recording, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of each Service, such as organization, modification, combination, etc.
Subject Matter of the Processing Activities	Duration
Activating and implementing the Services and changes to the Services. Delivering, operating, and managing the Services (including intrusion detection and monitoring the Services if ordered by Customer). Incident management and support.	For the necessary period to provide the Service plus 6 months.
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 Services.
For Cloud storage, Contact Center and "as a service" features, i.e. hosting Customer Personal Data on a dedicated or shared storage infrastructure.	As per Customer instructions.
Itemized billing (= including traffic / connection data of end-users who are natural persons).	Traffic / connection data of end-users who are natural persons are anonymized or deleted 12 months after the creation of the invoice.
Types of Customer Personal Data to be Processed	Contact Data: first name, last name, email address, business 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. Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr., etc.), username or similar identifier. Location Data: geographic location, device location. Traffic/Connection Data: data revealing a communication's origin, destination, route, format, size, time duration, IP address, time zone setting, MAC address. 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 the Customer.
Authorized Sub-Processors	Orange Business Services Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer. Orange Business Services suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.

**END OF SERVICE DESCRIPTION FOR WORKPLACE TOGETHER [WEBEX®]**