



## PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE INTEGRATION SERVICES

### 1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

**"Business Hours"** means the normal Orange working hours in the country where the Location is situated.

**"Customer Equipment"** means the hardware (including its related operating system software) or other software for which Orange provides Integration Services at Customer request. Customer Equipment may have been purchased from Orange or third party.

**"Deployment Services"** means site survey, staging, installation, de-installation, move and change services Orange performs with respect to Hardware or Customer Equipment at a Location. Deployment Services are described in the Service Description for Deployment Services.

**"Hardware"** means the hardware Product (including its associated hardware peripherals) that Customer buys through Orange (acting as the Vendor's authorized reseller) pursuant to the Vendor Resale.

**"Integration Services"** means the Deployment Services, Operational Support Services, Product fulfillment services that are mentioned in these Specific Conditions and those services identified by Orange in the Publication as an Integration Service.

**"Location"** or **"Site"** means the site or premises where Orange or the Vendor, as applicable, will provide or deliver the Integration Services for Customer.

**"Operational Support Services"** means the Orange maintenance services to repair a malfunctioning Customer Equipment, as described in the Service Description for Operational Support Services. For clarity, Operational Support Services exclude Vendor Maintenance Service.

**"Overage"** means Customer's use of a Vendor Maintenance Service, Vendor License, or Vendor Subscription Service beyond the Customer entitlement as purchased through Orange.

**"Product"** means, individually or collectively, the Hardware, Vendor Maintenance Services, Vendor Licenses, Vendor Subscription Services, and Vendor Consulting & Security Services that Customer buys through Orange pursuant to Vendor Resale and the associated Vendor Software.

**"Vendor"** means the third-party manufacturer, vendor, distributor, supplier, licensor, or provider (each as applicable) of the Product or Customer Equipment, including its subcontractors and agents. For clarity, Orange is not the Vendor with respect to any Products or Customer Equipment.

**"Vendor Consulting & Security Services"** means any Vendor-provided consulting services or security services provided by one or more individuals and purchased by Customer through Orange via Vendor Resale.

**"Vendor Resale"** means the resale by Orange, acting as the Vendor's authorized reseller, of Products.

**"Vendor Software"** means computer programs licensed to Customer or the Users pursuant to the terms of the applicable Vendor License. Vendor software may be resold for a one-time charge or a monthly recurring charge for a specified period of use.

**"Vendor License"** means the license or other authorization granted by the Vendor to Customer or the Users to enable them to use the Vendor Software or Vendor Subscription Service.

**"Vendor Maintenance Service"** means a Vendor-branded maintenance service that provides preventive or reactive repair or replacement services for Customer Equipment. For clarity, Vendor Maintenance Service is provided to Customer directly by the Vendor, and the term of the service is based on the specific maintenance subscription period purchased by Customer.

**"Vendor Subscription Service"** means a Vendor's service (e.g. hardware as a service, software as a service, platform as a service, etc.) which the Customer can access and use for a specific period of time subject to the Vendor terms of service, including any applicable Vendor License.

### 1.2 Integration Services

#### (a) Vendor Resale.

- (i) **Hardware.** Orange (acting as the Vendor's authorized reseller) will order from the Vendor, on Customer's behalf, the type and quantity of Hardware set out in the Orders.
- (ii) **Vendor Maintenance Services, Vendor Software, Vendor Subscription Services, and Vendor Consulting & Security Services.** Orange (acting as the Vendor's authorized reseller) will order from the Vendor, on Customer's behalf, the Vendor Maintenance Services, Vendor Software, Vendor Subscription Services, and Vendor Consulting & Security Services set out in the Orders. These services are always provided by Vendor directly to Customer and the Users and Vendor is Customer's service provider, not Orange. Where applicable, Orange will provision Customer's entitlement to the services as prescribed by the Vendor. The delivery and receipt of these Vendor-provided services are governed by the terms and conditions of the Vendor's service publications (e.g. service descriptions, service level agreements, terms of use, end user license agreement, etc.) made available by the Vendor online and other Vendor documentation (e.g. user guide, product warranty, service agreement, statement of work, maintenance support contract, etc.) agreed between Customer and the Vendor, as well as any documentation agreed between Orange and Customer which may include terms extended by Vendor specifically for Customer

and additional terms offered by Orange (e.g. pricing). As between Orange and Vendor, Vendor is responsible for its Products' compliance with all applicable laws and regulations.

- (b) **Operational Support Services.** Orange offers various maintenance support options described in the Service Description for Operational Support Services, including Cobrand Operational Support (also known as "Cobrand Maintenance"). For clarity, Cobrand Maintenance is a separate offering from Vendor Maintenance Service.
- (c) **Deployment Services.** Customer may order Deployment Services and for these services to be performed during Business Hours or non-Business Hours. The Charges for Deployment Services can either be billed according to project-based fixed pricing scheme or pursuant to Orange's applicable Hourly Labor Rates plus the cost of materials. For Charges based on Hourly Labor Rates, a 4-hour minimum Charge will apply to each service call for Deployment Services unless otherwise agreed by Orange in writing. Customer is solely responsible for preparing the Location for the delivery of the Deployment Services (e.g. ensuring that the area at the Location where the Customer Equipment is to be installed has network cables, or adequate electrical power supply and HVAC environment, etc.) before the arrival of the Orange field engineer. If the Deployment Services cannot be completed because the Location is not ready (e.g. there is a problem with Customer's telecommunications and IT network or system components, the Customer Equipment is not at the premises, etc.), then Customer will undertake the necessary remedial work and the service call will be rescheduled. Additional dispatch of the Orange field engineer to the Location to complete the Deployment Services will be subject to additional Charges.
- (d) **Other Integration Services.** To the extent the Integration Services include the use or supply of any equipment (including hardware, software, and associated license) or service that is provided or licensed by a Vendor or other third party (e.g. Vendor Software, Vendor License, Vendor Subscription Service, maintenance spare parts, etc.), the Vendor or third party is the provider of such equipment or service unless otherwise expressly stated in the applicable Service Description.

### 1.3 Invoicing and Payments

- (a) **Hardware Purchases.** For Hardware shipments originating from a Vendor in the U.S. or Canada, Orange will invoice the Charges upon shipment from the Vendor in the case of direct shipments to Customer, and in the case of shipments delivered by Vendor to an Orange warehouse for staging or export preparation, upon shipment from the Orange warehouse. For Hardware shipments originating from a Vendor in all other countries, Orange will invoice the Charges upon delivery. If the Vendor makes a partial shipment of the Hardware order, Orange may issue a partial invoice for each installment. Customer's obligation to pay for the Hardware is not contingent upon acceptance of the Hardware by Customer. Where required by Customer and agreed by Orange in writing, Orange will arrange for and prepay all freight charges, including transportation, insurance, handling charges, and all brokerage fees for the delivery of the Product to the Customer's sites, which will be re-invoiced to Customer at cost to Orange plus a 15% handling fee, or at the rate otherwise agreed to by the Parties. These charges will be invoiced separately, either in advance or after the shipment, and will be immediately due and payable by Customer.
- (b) **Maintenance Services.** For Hardware enrolled into the Cobrand Maintenance or Vendor Maintenance Services, Orange will invoice Customer for such maintenance services beginning on the date the Hardware is shipped from the Vendor (unless otherwise agreed by the Parties in writing). For Customer Equipment enrolled into Cobrand Maintenance or Vendor Maintenance Services, Orange will invoice Customer for such maintenance services beginning on the commencement date of the maintenance support entitlement mutually agreed to by the Parties. Charges for Cobrand Maintenance or Vendor Maintenance Services are due and payable in full and in advance for the entire Service Term of the Order unless expressly stated otherwise in the Charges Schedule or the applicable Order. Such Charges are non-refundable except if, and to the extent, expressly agreed by Orange in writing with respect to any partial refund provided by the Vendor to Orange. If Orange incurs Vendor charges as a result of an Overage with respect to Customer's use of Vendor Maintenance Services, Orange may invoice Customer and Customer agrees to pay for such Overage; on Customer request and subject to additional charge, Orange will provide Customer with usage details supporting the invoiced Overage after Customer provides Orange with access to Customer's online portal account with the relevant Vendor.
- (c) **Vendor Resale Offerings.** For Products other than Hardware and Vendor Maintenance Service, Orange will invoice the Charges for such Products in accordance with the Agreement unless otherwise expressly agreed by the Parties in writing. If Orange incurs Vendor charges as a result of an Overage with respect to Customer's use of a Vendor Subscription Service or Vendor Software, Orange may invoice Customer and Customer agrees to pay for such Overage; on Customer request and subject to additional charge, Orange will provide Customer with usage details supporting the invoiced Overage after Customer provides Orange with access to Customer's online portal account with the relevant Vendor.
- (d) **Deployment Services.** Customer will be invoiced the Charges for the Deployment Services upon their completion, unless otherwise agreed by the Parties in writing.
- (e) **Other Integration Services.** For Integration Services other than Deployment Services, fulfillment of Hardware orders, and Cobrand Maintenance, Orange will invoice the Charges for such Integration Services in accordance with the Agreement, unless otherwise expressly agreed by the Parties in writing.

- (f) **Out of Scope Work.** Any out-of-scope work provided by Orange will be charged at the applicable Orange Hourly Labor Rate plus an administrative charge of 15% of the total labor Charge incurred by Orange.

#### 1.4 Cancellation or Early Termination of Orders

- (a) **Hardware.** Customer may cancel an Order for Hardware until the date the Vendor does not accept cancellations. Customer will be responsible for all costs incurred by Orange as a result of such cancellation, including all restocking, refurbishment, or cancellation charges, plus an administration fee equal to 15% of such restocking, refurbishment, or cancellation charges. Any such cancellation must be made in writing and will be effective only upon Orange's acceptance, which will not be unreasonably withheld.
- (b) **Deployment Services.** Customer may cancel the Order for Deployment Services no less than 3 local business days prior to the scheduled date for the performance of these services by providing written notice to Orange. Customer will pay any costs incurred by Orange with respect to its preparations for such Deployment Services. For clarity, Deployment Services do not include any similar services that Orange provides through its Professional Services offerings.
- (c) **No Refund of Prepaid Charges.** Vendor Software, Vendor Maintenance Services, Vendor Subscription Services, and Vendor Consulting & Security Services are provided by the Vendor to Customer, and the Charges for these Products are nonrefundable if Customer terminates such services for any reason before the expiry of the term of these Vendor-provided services; Orange may at its discretion provide a partial refund, if and to the extent provided to Orange by the Vendor as a result of the termination. Charges for Cobrand Maintenance paid in advance by Customer are nonrefundable unless such maintenance service is terminated by Customer pursuant to the termination for cause provisions of the Agreement due to a material breach of the Agreement by Orange.
- (d) **Early Termination Charges.** If during the applicable Service Term of an Order for any Integration Services other than those described immediately above: (i) Customer terminates the Agreement or the Order other than due to a material breach by Orange that it has not cured within the cure period specified in the Agreement, or (ii) Orange terminates the Agreement or the Order due to a material breach of the Agreement or a payment default by Customer that it does not cure within the cure period specified in the Agreement, then Customer shall not receive a refund of any prepaid Charges for the Integration Services. In addition, Customer will pay to Orange all accrued but unpaid charges incurred up to and including the date of termination, plus the following termination charges: (1) Customer will reimburse Orange for all Vendor and other third party charges charged to Orange for the remaining unexpired portion of the applicable Service Term as of the date of termination and any cancellation fees payable to Vendors or other third parties associated with the termination; (2) if Orange has provided CPE, Customer will pay Orange \$1,500 for each affected Location with CPE and \$250 for each affected Location without CPE; (3) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of termination, based on the original price paid by Orange for the CPE (as evidenced by a written certification from Orange upon Customer's request) plus 15% of such original price as a fee for administration and disconnection; and (4) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g. installation waiver credit) on a prorated basis.

#### 1.5 Charges Adjustment

If Vendor or other third-party supplier costs to Orange increase (e.g. shipping costs, warehousing costs, tariffs, duties, or levies, prices quoted for Vendor Resale), then Orange may adjust the Charges accordingly, and Customer agrees to pay such adjusted Charges. However, Orange will not increase any Charges: (a) applicable to any accepted Order for Integration Services for which Customer prepays in full for a set term (e.g. 1 year, 3 years, etc.), or (b) for Hardware and Vendor Software set forth in an accepted Order. Notwithstanding the foregoing, if Orange is billed by a Vendor or other third-party suppliers in a currency different from the currency invoiced to Customer, Orange may charge Customer for any losses associated with fluctuations in currency exchange rates and timing of payment.

#### 1.6 Trade Controls Clauses

The Trade Controls Clauses set forth in the Publication apply to all Integration Services. The term "**Customer Equipment**" as used in the Trade Controls Clauses includes Hardware.

#### 1.7 Risk of Loss, Acceptance, and Title

Notwithstanding anything to the contrary set forth in the Agreement (including any Order), for international shipments if the governing law of the Agreement is: (a) other than the law of a state or province in the United States or Canada, risk of loss for the Hardware transfers to Customer in accordance with the Incoterm (2020) specified in the Trade Control Clauses; and (b) the law of a state or province in the United States or Canada (irrespective of the governing law of any applicable local service agreement), risk of loss for the Hardware transfers to Customer upon delivery by the Vendor to the first carrier.

For domestic shipments (i.e. point of origin and point of final delivery located within the same country), if the governing law of the Agreement is: (c) other than the law of a state or province in the United States or Canada, risk of loss for the Hardware transfers to Customer upon delivery to Customer and (d) the law of a state or province in the United States or Canada (irrespective of the governing law of any applicable local service agreement), risk of loss for the Hardware transfers to Customer upon delivery by the Vendor to the first carrier.

Hardware will be deemed accepted by Customer on the date that the risk of loss transfers to Customer, unless Customer gives Orange written notice within 5 days of delivery of the Hardware that the Hardware do not conform to the corresponding Order. Upon Orange's receipt of such notice of non-conformance, Orange will facilitate the replacement of Hardware by the Vendor. Title to Hardware passes to Customer on the date that the risk of loss transfers to Customer. Where permitted by law, Customer grants and conveys to Orange with respect to each unit of Hardware a purchase money security interest or lien (or its equivalent under applicable local law) until Orange receives full payment therefor. Customer's right to possession and interest in Hardware will cease immediately upon Customer's failure to make payment in full on the due date or if Customer is declared bankrupt or a receiver or administrator is appointed in respect of Customer before payment in full is received by Orange. In such cases, without prejudice to any other rights of Orange, Orange will be entitled to enter Customer's or the end user's premises for the purpose of recovering Hardware.

## 1.8 Shipment

Hardware will be shipped from an Orange facility or directly from the Vendor and will be addressed to the Location in accordance with the shipping instructions given by Customer. Unless specified in Customer's shipping instructions, Orange or the Vendor will select the carrier(s) and arrange for shipment. Orange and the Vendor will not, by virtue of selecting the carrier, assume any liability in connection with the shipment nor will the carrier be construed to be an agent of Orange or the Vendor.

## 1.9 Changes to Hardware Orders

If Customer requests to postpone the delivery date for Hardware, Orange may require Customer to pay 75% of the Charges for such Hardware in advance. This prepayment will be due on the delivery date originally indicated on the relevant Order. Customer also will reimburse Orange for any additional costs (e.g. warehousing, etc.) incurred by Orange due to the postponement of the delivery of any Hardware. Customer may change shipment instructions for Hardware in a previously accepted Order at any time prior to shipment from the Vendor; however, Customer will pay all fees incurred by Orange for such revision (including restocking charges from the Vendor and freight charges for returning the Hardware to the Vendor) and any increase or decrease in the price will be passed through to Customer.

## 1.10 Vendor Software Licenses

For Vendor Software and the associated Vendor License purchased by Customer through the Vendor Resale, Customer authorizes Orange to act on Customer's behalf to obtain from the applicable Vendor and in Customer's name the required number of Vendor Licenses and related documentation. Customer will comply with all terms and conditions of the Vendor Licenses, which are granted directly by the Vendor to Customer. Notwithstanding anything to the contrary otherwise contained in the Agreement, if the terms of the Agreement (including these Specific Conditions) conflict with the Vendor Licenses, then the terms of the Vendor Licenses will control. Customer acknowledges that the Vendor Software is copyrighted by the Vendor, and Customer agrees to comply with the Orange pass-through rights under all relevant copyright laws. Customer agrees to execute or electronically accept all Vendor Licenses and other documents that may be required by the Vendor. If Customer fails or refuses to execute or electronically accept the terms of the Vendor License and other documents as may be required by the Vendor, Customer shall not use or retain in any form the Vendor Software, and Customer will advise Orange thereof promptly.

## 1.11 Limitation of Liability for Integration Services

NOTWITHSTANDING ANYTHING TO THE CONTRARY OTHERWISE CONTAINED IN THE AGREEMENT: (A) WITHOUT LIMITING PROVISIONS IN THE AGREEMENT REGARDING THE LIMITATIONS OF LIABILITY, EXCLUSION OF CONSEQUENTIAL AND OTHER INDIRECT DAMAGES, AND EXCEPTIONS TO LIMITATIONS OF LIABILITY, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS RELATING TO VENDOR RESALE TRANSACTIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO \$10,000; AND (B) UNLESS OTHERWISE EXPRESSLY AGREED BY ORANGE OR A VENDOR IN WRITING WITH CUSTOMER, NEITHER ORANGE NOR ANY VENDOR SHALL BE RESPONSIBLE FOR THE COST OF RECONSTRUCTING DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC. THAT ARE LOST DURING PERFORMANCE OF INTEGRATION SERVICES.

## 1.12 Warranties

(a) The following paragraph supplements the warranty disclaimers set forth otherwise in the Agreement:

**All Products are supplied "AS-IS", and Customer will have only such warranties, express or implied, if any, as provided by the applicable Vendor or third-party licensor. Orange does not warrant, guarantee, or make any representations concerning the use or the results of use of, or the correctness, accuracy, reliability, capacity, security, or limitations related to the Products. Orange does not warrant that the features and functions contained in the Products will meet Customer's requirements or expectation or that the operation of the Products will be uninterrupted, secure, or error free. Customer understands that such limitations may restrict or limit the capabilities or performance characteristics of the Products. Customer acknowledges that it has selected the Products on the basis of its own judgment and expressly disclaims any reliance upon any statements made by Orange. In no event will Orange be responsible for Product defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the Vendor's operating and maintenance instructions, or failure to maintain environmental conditions as**

**recommended by the Vendor. Orange shall have no responsibility for monitoring Vendor websites or notifying Customer of any published notices pertaining to any Vendor offerings.**

- (b) When Hardware is purchased from Orange without Operational Support Services or Vendor Maintenance Service and Customer has warranty rights against the Vendor that it wishes to execute, Customer will request a Return Materials Authorization ("**RMA**") number from Orange if one is required from the Vendor. In all such cases, Customer must provide the correct Hardware and related information (e.g. serial numbers, purchase date and physical address) required by the Vendor as part of the RMA process. Such Hardware must generally be returned by Customer to the country from which Vendor originated the shipment to Customer. All charges incurred by Orange in connection with the RMA process will be invoiced to and paid by Customer.

**END OF SPECIFIC CONDITIONS FOR ORANGE INTEGRATION SERVICES**