

PUBLICATION 1 SERVICE DESCRIPTION FOR INTERNET SATELLITE STARLINK

1.1 Definitions

As used in the context of the Service, the following words shall have the meanings defined in this Clause 1.1. Solely as used in the context of the Service, the words defined in this Clause 1.1 shall supersede any conflicting definition set forth elsewhere in the Agreement. The following definitions supplement those in the Specific Conditions for Satellite Services.

"**Ka band**" means the frequency band used for satellite transmissions between 26.5 and 40 GHz.

"**Ku band**" means the frequency band used for satellite transmissions between 10.7 and 18 GHz.

"**Bandwidth**" means the frequency band occupied by the signal on a transmission channel.

"**Downlink**" means the transmission channel from the satellite to the earth station.

"**Uplink path**" means the transmission channel from the earth station to the satellite.

"**Terminal**", "**Starlink Terminal**", or "**Starlink Kit**" or "**Kit**" means, for a given access, all the equipment defined and expressly authorized by Starlink (such as modem/antenna and/or router) enabling access to the Internet Satellite Starlink Service.

"**Service**" means the Internet Satellite Starlink provided by Starlink which Orange is authorized to resell under the Starlink conditions specified in this Service Description.

1.2 Service Description

1.2.1 **Overall Description.** The Service provides access to the Internet via satellite and is based on the Starlink Service, which frees users from terrestrial infrastructures for nominal or backup connectivity purposes. Accesses are part of the Orange global connectivity offer. The Service is subject to Orange's General Conditions, the Specific Conditions for Satellite Services and Starlink's Satellite terms and conditions (which can be found at <https://www.starlink.com/legal>).

1.2.2 **Reselling.** This Service Description defines the conditions under which Orange is authorized to resell the Service to the Customer in its capacity as an authorized reseller of the Service.

1.2.3 **Detailed Description.** The Service is an internet access service based on Starlink's two-way satellite Internet service (Starlink Service) provided within the limits and conditions of supply and use and within the territories defined by Starlink. These conditions are available on Starlink's website and can be found at the following: <https://www.starlink.com/legal>. The Customer declares to have read and accepted the conditions available on Starlink's website.

The conditions of use of the Service are set out in the Starlink Acceptable Use Policy (which can be found at <https://www.starlink.com/legal>). This Service enables each remote Customer Site to use a shared Space Segment with a maximum non-guaranteed Ka band/Ku band downlink and uplink data rate and a connection to the Starlink network via the latter's teleports. The Service offers a direct, unprotected connection to the Internet. It uses the low-orbit Starlink Constellation.

1.2.4 **List of Terminals Authorized by Starlink (Starlink Kit).** The commissioning of the Service requires the use of a Terminal, authorized and pre-qualified by Starlink. The characteristics of the Terminal(s) as well as the conditions of use of these Kits are provided in Exhibit B for information purposes only, this Exhibit being subject to Starlink updates. Terminals authorized by Starlink can be made available by Orange and remain the property of Orange, who is liable in the event of its failure or replacement as required by Starlink as part of the Service. This is referred to as "Equipment". The Terminals can be sold to the Customer by Orange or an Affiliate of Orange. This is referred to as "Hardware".

The antenna uses Ka band/Ku-band technology. Remote Sites are offered with a non-redundant configuration using flat antennas with a diameter of less than 1 meter.

1.2.5 **Integrated Starlink Software.** Software copies and updates installed on Starlink authorized Terminals are made available to the Customer under a non-exclusive, non-transferable, limited and revocable license and applies exclusively to the use of the equipment in accordance with the Starlink's software license and use conditions. Starlink retains all intellectual property and other rights in the Equipment, Services and Software. No additional licenses or rights are granted to the Customer except as expressly provided in this Service Description.

1.2.6 **Geographical Availability.** The Service is available according to the geographical availability criteria defined and approved by Starlink and subject to Orange being entitled to carry out commercial activities in accordance with the laws in force and the necessary telecommunications authorizations/registrations to resell Starlink services and equipment. For information purposes only, Starlink provides the "Starlink Worldwide Coverage Area" in Exhibit A of this Service Description.

1.2.7 **Connection with the Customer's Environment.** The Customer Equipment connected directly to the Terminal (e.g. an Antenna) is assigned a public IP address via the DHCP protocol. This public IP address is managed by Starlink and is not fixed.

At the Customer's express request, a Starlink router can be installed downstream from the terminal. In this case, the Customer Equipment connected to the Starlink router will receive a private IP address assigned via DHCP. The management of Internet connections and the allocation of public IP addresses are the sole responsibility of Starlink.

1.2.8 **Starlink Service Features.** The latency observed by Starlink for the Service is less than 100ms.

- 1.2.9 **Starlink Satellite Internet Service Packages.** Subscription to the Service requires the ordering of Starlink authorized Terminals and one of the Starlink packages defined herein. The Starlink Service packages are as follows:

Internet Access					
Service Packages	Burst (Mb/s)		Fair Use Monthly	Average Bandwidth (Mb/s)	
	Down	Up		Down	Up
Fixed Priority 50GB	350	40	50GB	40 to 220	8 to 25
Fixed Priority 500GB	350	40	500GB	40 to 220	8 to 25
Fixed Priority 1TB	350	40	1TB	40 to 220	8 to 25
Fixed Priority 2TB	350	40	2TB	40 to 220	8 to 25
Fixed Priority 5TB	350	40	5TB	40 to 220	8 to 25
Mobile Priority 50GB	350	40	50GB	40 to 220	8 to 25
Mobile Priority 500GB	350	40	500GB	40 to 220	8 to 25
Mobile Priority 1TB	350	40	1TB	40 to 220	8 to 25
Mobile Priority 2TB	350	40	2TB	40 to 220	8 to 25
Mobile Priority 5TB	350	40	5TB	40 to 220	8 to 25

Where a Customer opts for a package and a subscription period, these elements will be specified by Starlink in the quotation on the basis of Starlink conditions. The minimum duration depends on the type of service subscription (Terminal Equipment provided by Orange or Terminal Hardware sold by Orange) and will be specified by Orange in the Order.

During the subscription period, if, for a given Terminal Equipment, the monthly data rate allocated for the period is exceeded, the Customer's data traffic will not remain on the Starlink network, which may result in slowdowns. For the maritime mobility feature, data access will be cut off. Any request by the Customer to upgrade or downgrade the Starlink data package ordered will be subject to a quotation from Orange and a new Order. The Customer may suspend the Service twice a year without time limit. The request for suspension must be made in writing by the Customer. For the duration of the suspension, Starlink will continue to invoice the Terminal Equipment and support. The Customer may move a site on which a Terminal is installed no more than once per calendar year. In the event that the Customer subscribes to the de-installation option for the Terminal on the Site or to the installation option for the Terminal on the new Site, the Customer will be invoiced for said installation and/or de-installation.

The Customer acknowledges that Starlink may unilaterally make changes to the above packages (including, without limitation, removal of packages, in part or in whole). In such case, Orange will notify the Customer within thirty (30) days upon becoming aware of such changes.

- 1.2.10 **Installation and Commissioning.** Commissioning which does not require complex installation operations or specific operations requiring particular skills can be carried out by the Customer on the basis of the recommendations below and following the Starlink installation guide provided by Orange.

By default, installation is carried out by the Customer.

If the Customer has expressly subscribed to the "standard installation site survey" option by Orange, the installer will conduct a pre-site visit to define installation options with the Customer. The final installation will be carried out by Orange during a second visit in agreement with the Customer. The Charges of this option is for a standard installation not requiring complex installation operations or specific operations requiring particular skills. Standard installation by Orange is not offered if the Starlink Terminal is to be used on a vehicle.

Orange is responsible for the planning and organization of the project kick-off meeting with the Customer, space segment reservation and supply, the sending of the Terminals to the address provided by the Customer, telephone assistance to the Customer for the installation of Terminals if necessary, and the operation and maintenance of services in accordance with the Order(s) with the Customer.

Where the Customer has not ordered the "standard installation and site survey" option, the Customer is responsible for the installation of the antenna and router equipment following the Starlink installation guide supplied, the connection of the Customer's network equipment to the router, tests (described in the installation manual), and obtaining the Site owner's authorization for antenna installation, if required.

- 1.2.11 **Antenna Support.** Where a Customer is installing the antenna, the antenna should be installed on a solid structure (wall or slab). For overhead mounting, the height should be less than five (5) meters. For terrace mounting, foot blocked by slabs. The Customer shall provide installation support according to the specifications provided by Starlink.

- 1.2.12 **Cables.** A single cable connects the antenna to the router and is supplied by Orange with the Terminal. The maximum cable length will be twenty-five (25) meters. The router must be installed indoors, and the Customer must provide an RJ45 connection within five (5) meters of Starlink's power equipment. An RJ45 category six (6) cable with a maximum length of less than one hundred (100) meters may be used between the Starlink equipment and the Customer's equipment. All internal connections are the responsibility of the Customer.

- 1.2.13 **Non-Standard Installation.** In the event that the pre-visit report drawn up by the installer under the "standard installation and site survey" option subscribed to by the Customer mentions complex work or particular operations

requiring specific skills (such as, hiring a crane, or hoisting the equipment to a height), a quotation will be drawn up by Orange.

- 1.2.14 **Installation Procedure.** The Customer undertakes to carry out the installation operations and commissioning tests within a maximum of seven (7) days from the date of receipt of the Equipment or Hardware sold. Once the Equipment or Hardware have been installed by the Customer, the operational status of the antenna will be automatically declared in Orange's supervision tools, and this automatic feedback technically validates the physical deployment of the Service for this Site. The Site will be declared compliant and operational, and the Service will be invoiced from the date of automatic feedback.

If the Customer encounters any problems during the Internet access tests, the Customer should inform their respective sales representative, who will request a check of the antenna's operational status and take the appropriate measures concerning the start of billing.

After seven (7) days from the date of dispatch of the Equipment or Hardware sold, the Service will be invoiced regardless of the operational state of the antenna.

If the Customer has opted for the Service installation option, Orange will carry out acceptance operations under the same conditions as those described above, with the proviso that (a) the dates on which Orange will visit the Site to carry out installation operations will be agreed with the Customer, and (b) Orange will carry out Internet access tests.

- 1.2.15 **Operational Area of Responsibility.** Conditions and Limits of Responsibility for the Service. The Customer acknowledges and accepts that the Service relies on the satellite network managed and defined by the Starlink subject to the limits and conditions established by Starlink.

Service elements dependent on Starlink (such as the dedicated half-circuit link, local access to a Public Data Transmission Network, etc.) are the sole responsibility of Starlink and are mirrored by Orange. The liability of Orange for these service elements is limited to the following: Orange will use reasonable care to perform the Service within the limits and functionalities specific to the satellite network of Starlink and any other third-party providers.

Given the state of the art and the hazards inherent in satellite transmission technology, Orange does not guarantee the Customer a quality of service free from interruption and/or degradation.

The satellite capacity made available to the Customer is provided in accordance with the terms and conditions of Starlink. Consequently, in the event of a breakdown or failure of the satellite used, which are beyond the control of Orange, Orange cannot be held liable. Nevertheless, Orange will make reasonable efforts to work with the third-party supplier of satellite capacity to find a solution. In the absence of a solution by the third-party supplier of satellite capacity, Orange will inform the Customer as soon as possible. Where there is a suspension period exceeding sixty (60) consecutive days, in accordance with the Satellite Specific Conditions, the suspension will be considered as a Force Majeure Event.

In the event of marketing stoppage, technical stoppage or changes to the characteristics of the Starlink Service (including changes relating to packages, technical specifications, Starlink Terminals/Kits (Equipment/Hardware), price increases or revisions to performance targets) decided by Starlink, Orange will inform the Customer within a period of thirty (30) days and will pass on the operator's decisions or modifications to all its customers. After this notice, if the Customer continues to use the Service, the Customer shall be deemed to accept the changes. Orange shall not be held liable in any way for any decisions or modifications. These modifications do not entitle the Customer to any damages against Orange.

- 1.2.16 **Satellite Licenses and Authorizations.** The implementation of the Service may require the obtaining of licenses, approvals or satellite authorizations required by current legislation to operate the Service in a given territory. Accordingly, the Customer will be responsible for obtaining such licenses, approvals and authorizations.

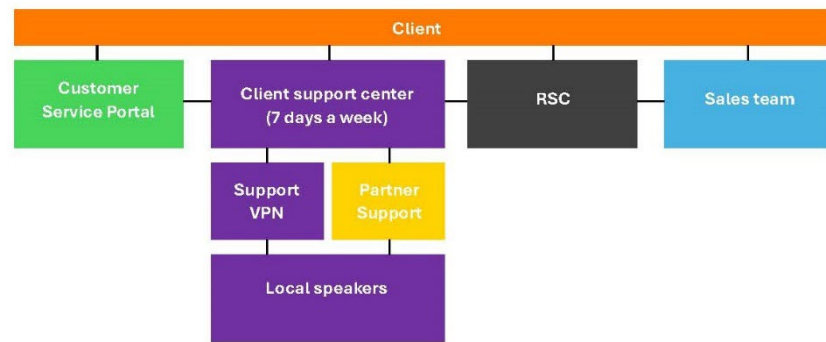
Obtaining these licenses, approvals and authorizations is an essential condition for the implementation and continuity of the Service.

Use of the Service on the move may require additional authorizations. Starlink may seek permission to use the Service and Kits on the move in territorial waters, airspace or on land in certain jurisdictions. The Customer acknowledges and accepts that it is responsible for (a) understanding and complying with all applicable laws and regulations related to the use of the Services and Kits; (b) obtaining any necessary authorizations; and (c) ceasing to use the Services or the Kit if necessary, depending on the geographical location of the Kit.

- 1.2.17 **Permits, Declarations, and Authorizations.** The Customer undertakes to obtain all building permits, declarations, authorizations and, where applicable, third-party approvals relating to the installation of Equipment (earth station) which may be necessary for the provision of the Service on each of the Sites concerned. The Customer must immediately send Orange a copy of each commitment obtained.

In the event that one of these permits, declarations, authorizations or third-party approvals is not obtained, Orange will not be able to install the Equipment on the site concerned and will not be able to provide the Service.

- 1.2.18 **Operating Phase Assistance.** There are three levels of support, (1) Customer Support Center; (2) Partner Support and MSC expert in IP networks or satellite; and (3) Local Intervention on Site. These are illustrated below.



There is no supervision service in this offer range. In the event of a problem, the Customer will contact the Customer Support Center as specified above.

- 1.2.19 **Dashboard Satellite.** If the Customer has access to Orange's ECE portal, the Customer may, on request, access statistical reports on their accesses using the Service.
- 1.2.20 **Technical Availability conditions.** The addition or upgrading of a Site Profile and/or additional function within the scope of the Service by means of an Order is subject to Starlink's eligibility conditions. To this end, a preliminary technical feasibility study is carried out by Orange who, in the light of the results of this study, informs the Customer of the feasibility, or otherwise, of providing the Site Profile and/or additional function concerned, in particular with regard to the technical support required and the conditions defined in this Description. The customer will be informed at if it is impossible to provide the Site Profile or additional function.
- 1.2.21 **Duration and Termination of Orders.** As part of the Service, the Customer must place an Order for the various elements of the Service to which they subscribe for a given Site. Each Order is taken out for a duration specified in the Order Form.

Each additional function associated with the Service will be the subject of a separate Order signed for the duration specified in the Order Form. At the end of the duration of the Order, the Customer may terminate the Service at any time by registered letter with acknowledgement of receipt, giving thirty (30) days' notice.

- 1.2.22 **Charges.** The Charges for the Service appear in the Specific Documentation or in the Order and are by default expressed exclusive of tax and in Euro.

The Charges may be revised under conditions in which, as far as the Starlink Service is concerned, charges may be modified by Starlink.

For services provided by Orange (Build and Support):

Charges will be revised on January 1st of each year of the Contract, by applying the following formula:

$$P = P-1 * [1/2 * (S/S-1) + 1/2 * (Eqpt/Eqpt-1)]$$

In which:

- P is the revised price, P-1 is the price in effect prior to the revision date,
- S is the latest Syntec index published at the revision date,
- S-1 is the Syntec index published twelve months before the revision date.

The monthly Syntec index is available at www.syntec.fr:

- Eqpt is the monthly import price index for industrial products (INSEE reference 10535854) published on the revision date, and Eqpt-1 is the monthly index published twelve months prior to the revision date.

In the event of the disappearance or non-publication of an index, it will be replaced by an index of comparable effect.

1.3 Data Processing

Exhibit C 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 COVERAGE AREA FOR STARLINK

This Exhibit is provided by Orange for information purposes only.

ExA.1.1 The Customer must contact their Orange representative in order to have the exact list of countries open to the Service up to the date of the periodic reports of authorization provided by Starlink to Orange and of the countries where Orange is authorized to carry on its commercial activities.

ExA.1.2 As at the date of this Service Description, Starlink's coverage area is as follows:

**EXHIBIT B TERMINAL QUALIFIED**

This Exhibit is provided by Orange for information purposes only.

ExB.1.1 Enterprise Offer: Starlink electronic plane antenna features for users:

- (1) Flat high-performance antenna for moving sites (ships or vehicles) and/or fixed sites:
 - Dimensions: 57cm x 51cm and H 4cm
 - Bandwidth: 350 Mbps DL and 130 Mbps UL
 - Operating temperature: - 30°C a + 50°C
 - Weight: 5.9Kg
 - Outdoor use: IP56
- (2) Option: Gen 3 modem
 - Product Dimensions 43.4 x 298.6 x 120.4 mm
 - Wi-Fi Technology 802.11 a/b/g/n/ac/ax
 - Generation WiFi 6
 - Radio Tri Band 4 x 4 MU-MIMO
 - Ethernet Ports Two (2) Latching Ethernet LAN ports
 - Coverage Up to 297 m (3,200 ft)
 - Operating Temperature -30°C to 50°C (-22°F to 122°F)
 - Weight 0.57 kg (1.25 lbs)
 - Security WPA2
 - Environmental Rating IP56 Rated (Water Resistant), configured for indoor use

ExB.1.2 It is forbidden to install or use a Kit on a moving vehicle or vessel, unless Starlink has designated this specific model for use in motion and has obtained all necessary approvals in the country of use. Any violation voids the warranty and may result in termination of the Order concerned.

ExB.1.3 For more information on models approved for use on the move, see: <https://www.starlink.com/specifications>.

EXHIBIT C DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS AS PROCESSOR FOR CUSTOMER – ARTICLE 28 OF GDPR

Name of the Service: Internet Satellite Starlink

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Internet Satellite [Starlink]**.

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 including collection, consultation, transmission, storage and deletion of the Client's Personal Data, as well as other Processing activities according to the configuration and options of each Service, such as registration, organization, modification, combination, pseudonymization or anonymization.	
Subject Matter of the Processing Activities		Duration
Activation and implementation of the Services as well as modifications to the Services. Delivery, operation and management of the Services. 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:		
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.
Types of Customer Personal Data to be Processed	Contact data: first name, last name, e-mail address, postal address and business telephone number, position occupied with the Client. Support data: information on the service ticket of the Customer or user's representative (including questions and comments) and if applicable, telephone records of the Customer or user's representative for the incident. Technical Data: IP address, connection data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, as well as the other technologies present on the devices that natural persons use to access the portals dedicated to Customers or the other technical data generated when using the Service. 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.	
Categories of Persons concerned	Employees of Customer and of its Affiliates.	
Authorized Sub-Processors	Orange 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 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 INTERNET SATELLITE STARLINK