



1 DEFINITIONS

The capitalized terms used in the Contract have the meaning given to them in Appendix 1 « Definitions ».

2 PURPOSE

The purpose of these Orange Business Services SA General Terms (the “**General Terms**”) is to set out the terms and conditions under which the Provider provides the Services and/or Product(s) to the Customer in the Territory.

3 CONTRACTUAL DOCUMENTS & SCOPE OF AGREEMENT

3.1 The Contract is made up, in order of priority, by:

1/ the **General Terms** (including their Appendices).

2/ the **Specific Documentation** to which the provision of the Service(s) and/or of the Product(s) relate, which may include:

(i) one or more Specific Terms,

(ii) documents describing the Service(s) and/or the sale of Product(s), and/or failing that,

(iii) the final business proposal.

3/ the **Order**.

Lower-ranking documents supplement the General Terms. They may also derogate from the General Terms, provided that such derogation is expressly permitted in the General Terms.

3.2 The signing of the Purchase Order or acceptance thereof by any other means by the Customer constitutes unreserved acceptance of the General Terms and of the applicable Specific Documentation.

3.3 The Contract expresses the entire agreement of the Parties. It supersedes and overrides any previous agreement and business proposal relating to the same subject matter, including the general or specific terms of the Customer, even attached to the Order or to the Purchase Order generated by the Customer's tools.

3.4 Each Contract is deemed to have been entered into by the Customer in its name and on its behalf and/or on behalf of the Beneficiaries. Unless otherwise specified in the Specific Documentation, the Customer is solely responsible for compliance with the contractual duties by the Beneficiaries and solely authorized to order on behalf of the Beneficiaries.

4 TERM AND EFFECTIVE DATE

The Contract becomes effective upon acceptance of the Purchase Order by the Provider and remains valid for the period specified in the Specific Documentation or in the Order.

5 TERMINATION

5.1 Termination for convenience

For open-ended Contracts, each Party may at any time terminate for convenience all or part of the Order by registered mail with acknowledgment of receipt on thirty (30) days' notice, unless otherwise specified in the Specific Documentation or in the Order.

5.2 Termination for breach

The Parties may terminate the Contract in the event of a material breach of the Contract by one of the Parties. Termination of the Contract shall automatically become effective thirty (30) days after a formal notice has been served by registered mail with acknowledgment of receipt to the breaching Party, indicating the intention to apply this Article and not followed by remedy, without prejudice to any damages that the non-breaching Party could be entitled to claim.

5.3 Termination for modification

5.3.1 Unless otherwise specified in the Specific Documentation and except in the event of a substantial modification, the Provider reserves the right to modify the Contract at any time without giving rise to termination of the Contract, subject to a notice period of thirty (30) days prior to the effective date of the amendment.

5.3.2 Except for price adjustments made in accordance with Article 7.1.3 and unless otherwise specified in the Specific Documentation, in the event of a substantial modification detrimental to the Customer, the latter may terminate the respective Order as of right no later than two (2) months after the effective date of the modification, without termination fees.

5.4 Termination for discontinuation of a Service

Unless otherwise stipulated in the Specific Documentation, the withdrawal of a Service or a Product, subject to informing the Customer with six (6) months' notice, results in the termination of the Order for the respective Service. This event cannot give rise to the liability of the Provider and does not entitle the Customer to any compensation. The Provider will use reasonable efforts to offer the Customer an alternate solution.

5.5 Consequences of the end of the Contract (term or termination)

5.5.1 The end of the Contract makes immediately payable all amounts owed to the Provider as specified in the Specific Documentation (including, where applicable, the early termination compensation).

5.5.2 At the end of the Contract, the Customer agrees, at its expense, to return or destroy, at the option of the Provider, the Equipment made available by the Provider for the performance of the Service(s). In the event of a return, the Customer agrees to follow the instructions for removal of the Equipment, that will be communicated to the Customer by the Provider or its representative, in order to comply with regulations relating to waste electrical and electronic equipment (WEEE).

In the event of non-return, destruction, deterioration or loss of the Equipment attributable to the Customer, the Provider reserves the right to invoice the Equipment to the Customer at its replacement value as compensation.

5.5.3 In the event of termination of the Contract for default of payment, the Provider reserves the right to apply the guarantee referred to in the Article "Financial terms" to the payment of all of the Customer's debt on the effective

termination date, including, where applicable, the early termination compensation.

6 OBLIGATIONS OF THE PARTIES

6.1 Obligations of the Provider

6.1.1 The Provider is bound by an obligation of means in the performance of the Contract, with the exception of commitments expressly sanctioned by penalties for which it is bound by an obligation of result. The penalties specified constitute a lump-sum compensation for the Customer, excluding any claim for damages for the same reason.

6.1.2 The Provider shall provide all the advice and information necessary to enable the Customer to enter into the Contract on an informed basis, with regard to the precise and documented objectives and needs that the Customer communicates to it as well as with regard to the Customer's professional status and the scope of the Service(s) and/or Product(s). The Customer acknowledges being solely responsible for the choice of the Service(s) and/or Product(s), after confirming the suitability of the Service(s) and/or Product(s) for its needs and having received from the Provider the necessary and sufficient information and advice on the conditions of use, capacities and performance limits of the Service(s) and/or Product(s).

6.1.3 The Provider shall use all the means at its disposal in order to provide the Customer with the Service(s) and/or Product(s) in compliance (i) with applicable regulations in France (ii) with the applicable professional standards and the rules and customs of the industry; and taking into account the nature of the Service(s) and/or Product(s); and excluding any sector-specific regulations of the Customer.

6.1.4 The Provider has the right to subcontract all or part of the Contract. It remains responsible towards the Customer.

6.2 Customer's obligations

6.2.1 The Customer agrees to cooperate with the Provider, in particular by communicating in a detailed manner the extent and nature of its needs, as well as any information regarding in particular its organization or its technical and IT environment, and more generally any information likely to allow or facilitate the delivery of the Service(s) and/or Product(s).

6.2.2 Before any delivery of the Service(s) and/or Product(s), it is the Customer's responsibility to carry out any upgrading of its environment at its own expense and to fulfil the prerequisites in accordance with the conditions specified in the Contract.

6.2.3 For any installation, operation or maintenance intervention for one or more Services and/or Product(s), the Customer agrees to provide the Provider with the means (in particular documentary) necessary for the intervention, at the latest fifteen (15) days before the intervention date.

6.2.4 The Customer agrees to use the Service(s) and/or Product(s): (a) in accordance with the provisions of the Contract (in particular the Article "Trade control rules"), the recommendations of the operational documents and any laws or regulations applicable in France; and (b) exclusively for its own needs or those of the Beneficiaries: the Contract excludes any right of resale, distribution or making available of the Service(s), directly or indirectly to a third party, without the prior written consent of the Provider. As such, the Customer shall indemnify and hold the Provider harmless

against any claim by a third party based on use of the Service(s) by such third party in violation of this clause.

6.2.5 The Customer agrees to inform Users of the terms of use of the Service(s) and/or Product(s) and of the tools provided, and shall remain solely responsible for compliance with the contractual obligations and the proper use of the Service(s) and/or Product(s) and tools by the Users.

6.2.6 The Customer agrees to appoint a contact person for the Provider (and to inform the latter of any change) for all issues relating to the Contract.

6.2.7 For interventions on the Customer's site, it is the Customer's responsibility to maintain its premises in a state that complies with applicable legal and regulatory standards and to inform the participants in advance of any risk factor that may arise on the premises.

6.2.8 Equipment - The Customer shall refrain from any act against the property rights of the Provider and shall advise it of any infringement of its rights. The Customer agrees to maintain the ownership notices attached to the Equipment. In the event of an attempt of seizure or in the event of reorganization or liquidation proceedings, the Customer shall immediately notify the Provider, make any protest against the seizure and take all measures to ensure the Provider's rights in the Equipment are known and respected. From the delivery of the Equipment at the Customer's site and until collection by the Provider, the Customer has custody of the Equipment and bears all the risks thereof. In the event of damage caused to the Equipment, the Customer shall compensate the Provider, at the option of the latter, for the actual cost of repairing or replacing the respective Equipment, on sight of the corresponding supporting documents. The Customer agrees to immediately notify the Provider of any claim relating to the Equipment and to carry out all required formalities.

6.3 Common duties

6.3.1 The Parties agree to cooperate actively, regularly and in good faith to enable the performance of the Contract, and in particular to promptly notify the other Party of any difficulty relating to the performance of the Contract.

6.3.2 Throughout the term of the Contract and in the year following its termination whatever the cause thereof, each Party agrees not to make, directly or indirectly, any job offer to employees of the other Party involved in the performance of the Contract, unless otherwise agreed by the latter in writing, even if the initial request is made by the employee himself. The Party failing to comply with this clause shall be required to compensate the other Party, as of right and without court intervention, with compensation equal to twelve (12) months' gross compensation of the respective employee(s) calculated on the average of the last twelve (12) gross remuneration received before the termination of the employment contract.

7 FINANCIAL TERMS

7.1 Prices

7.1.1 The prices of the Service(s) and/or Product(s) appear in the Specific Documentation or in the Order. They may be fixed or subject to revision. They are by default expressed exclusive of taxes and in euros.

7.1.2 The Parties agree that no reduction in the price may be requested under article 1223 of the French Civil Code.

7.1.3 In the event that (i) the prices charged to the Provider by third-party suppliers increase, and/or (ii) a new law, regulation, or obligation imposed by a public authority comes into effect after the effective date of the Contract, resulting in an increase in the costs related to the provision of the Services and/or Product(s); the Provider reserves the right to adjust the prices accordingly, subject to the following conditions:

- The Provider shall notify the Customer in writing at least thirty (30) days prior to the effective date of the necessary price adjustment, providing supporting documentation demonstrating the increase in costs incurred.
- The price increase shall be strictly proportional to the actual increase in costs borne by the Provider and directly attributable to the circumstances described above.

7.2 Invoicing and payment terms

7.2.1 The invoices are issued according to the terms and frequency defined in the Specific Documentation or in the Order. By default,

- (i) Recurring Services based on usage-based consumption are invoiced on an actual basis in arrears,
- (ii) Recurring Services with subscription are invoiced as of their entry into service, in advance,
- (iii) Non-Recurring Services are invoiced in full upon receipt of the Order by the Provider,
- (iv) the Product(s) are invoiced according to the terms defined in the Specific Documentation.

7.2.2 The invoiced amounts are payable within thirty (30) calendar days from the date of the invoice. No early payment discount shall be granted by the Provider.

7.2.3 The invoices are paid by SEPA direct debit from the bank account designated by the Customer (its own account or that of a third-party payer, as defined below).

If payment by SEPA direct debit is not desired by the Customer, it agrees to pay its invoices on the due date by any other means previously accepted by the Provider. In this case, the Provider reserves the right to request a financial guarantee.

In the event of SEPA direct debit, the payment period is increased by five (5) calendar days. However, if the fifth day is a non-working day, the SEPA direct debit shall be carried out on the first working day preceding this fifth day.

7.2.4 The Customer may designate, under its responsibility, a third party as the payer. The designation of a third-party payer is a simple indication of payment and does not exempt the Customer from its obligation to pay in the event of failure by the third-party payer. In the event of a third-party payment, the Provider shall continue to invoice the Customer but shall address the invoices to the third-party payer.

7.2.5. In the event of a failure to pay on the due date, the outstanding amounts shall automatically be increased by a late payment penalty calculated as follows:

- (a) application of the interest rate applied by the European Central Bank to its refinancing operation on March 1 of the current year (or of the previous year if the increase is calculated between January and March 1 of the current year), increased by ten (10) percentage points; or, if this rate is lower than the legal minimum rate multiplied by three (3), application of the latter rate;

(b) on the amount, all taxes included, of the outstanding amounts, by indivisible fortnight from the first day of delay. The starting point for calculating said penalties shall be the day following the due date of the invoices.

When the collection costs incurred are greater than the flat-rate compensation of €40 for collection costs provided for in article D441-5 of the French Commercial Code, the Provider may request additional compensation upon documentation.

7.2.6 In the event of a failure to pay invoices, the Provider may, after formal notice by registered mail with acknowledgment of receipt remaining without effect for fifteen (15) calendar days, automatically suspend all or part of the Service(s) concerned. If the non-payment persists, the Article "Termination for default" shall apply.

7.2.7 In the event of payment of a set of invoices or partial payment, the Customer agrees to attach to the payment the details of the distribution of the amounts paid. Otherwise, the Provider shall determine the order of distribution of the payments.

7.3 Any request concerning an invoice should be notified within a maximum period of twelve (12) months from the date of issue of the invoice. After this period, the invoice is deemed to have been accepted. Any documented complaint from the Customer suspends the obligation to pay the disputed amount. If at the end of the complaint and in respect thereof the Customer remains liable for an amount, it shall be increased due to late payment, as from the initial date of its due date.

7.4 Financial Guarantee

7.4.1 The Provider reserves the right to demand from the Customer, upon the execution of the Contract or at any time during its performance, to provide a financial guarantee which shall take the form in particular of a security deposit or an advance on invoice, in particular in the event of a financial deterioration or recurring payment incidents. The amount of the financial guarantee and the date of payment shall be indicated to the Customer by the Provider.

7.4.2 Failure to produce the financial guarantee under the required conditions will result in the suspension and/or termination of the Contract without notice or compensation, subject to any additional provisions in the Specific Documentation.

7.4.3 The Provider may allocate the guarantee up to any sum owed under the Contract, or any other sum owed by the Customer to the Provider, not paid when due.

7.4.4 In the event of the exercising of the guarantee by the Provider and except in the event of termination of the Contract, the Customer agrees to restore it immediately upon the formal request of the Provider.

7.4.5 The exercising of the guarantee is without prejudice to any other right of the Provider, and to any claim for compensation for the damage suffered as a result of a breach by the Customer.

8 TAXATION

8.1 The prices specified in the Contract are net of all taxes. Taxes are the sole responsibility of the Customer. Therefore, the net price received by the Provider must in all cases be the same as that which would be collected in the absence of Tax.

8.2 Prior to invoicing, the Customer shall send to the Provider: (i) a tax residence certificate issued by the relevant administration, and (ii) its individual VAT or comparable tax identification number (or tax identification number).

Where applicable, the Customer shall inform the Provider if the Services and/or Product(s) are to be used by or supplied and/or invoiced to a permanent establishment which it has outside its country of incorporation, or in an overseas, offshore or similar territory.

The Customer shall immediately inform the Provider of any change in its situation during the term of the Contract.

The Customer shall compensate the Provider for all Taxes, interest, penalties and fines due in connection with information relating to its situation that is erroneous, late or missing.

8.3 The Customer (i) guarantees the Provider that it is not involved in a scheme intended to circumvent the applicable tax legislation (for example, "carousel fraud"), (ii) agrees to take all reasonable control measures to ensure that the companies with which it commits are not themselves involved in such a scheme, and (iii) agrees to indemnify and hold harmless the Provider against all costs resulting from breach of these duties, including the financial consequences resulting from any tax adjustment in connection with the Contract made by the relevant tax authorities.

9 LIABILITY

9.1 The liability of one or the other of the Parties can only be incurred, whatever the basis or the nature of the action, in the event of proven fault on its part having caused a personal, direct and certain loss to the other Party. In addition to the cases of liability exclusion specified in the Specific Documentation, the Parties formally agree that the following losses shall not give rise to compensation, whether or not they were reasonably foreseeable: loss of profit, loss of turnover, loss of customers, damage to image or reputation, and loss of data.

With regard to loss of data, it is specified that the costs of reconstructing the Data may give rise to compensation if the management and/or storage of said data is part of the services provided by the Provider under the Service(s). By "reconstruction costs" is meant the sole costs of re-injection into the Customer's databases of the data appearing in the last backup made by the Provider in accordance with the Contract (excluding the costs of re-collecting data permanently lost, destroyed, corrupted or altered due to the difference between the date of this last backup and that of the loss).

Only the Customer is authorized to initiate a liability suit with regard to the Provider, including for the losses alleged by the Beneficiaries.

9.2 The aggregate liability for damages that may be owed by one Party to the other Party under the Contract may not exceed:

9.2.1 For Recurring Services:

a) per event and by Service concerned:

- the amount invoiced for the Service over the last six (6) months before the occurrence of the harmful event, or
- if the event occurs before the end of the 6th month or before a first invoicing - the average monthly invoiced or amount to be invoiced as defined in the Order multiplied by six (6).

b) per contractual year, all events combined and per Service concerned:

- the amount invoiced in the last twelve (12) months for the Service, or
- if the event(s) occurs before the end of the 12th month or before a first invoicing - the average monthly invoiced

amount multiplied by twelve (12) or failing that the average monthly amount to be invoiced as defined in the Order multiplied by twelve (12).

9.2.2 For Non-Recurring Services

Per affected Service, the amount invoiced or, failing that, the amount of the Order for the Service(s) concerned, unless otherwise specified in the Specific Documentation.

9.2.3 For the sale of Product(s)

The total amount of damages that may be owed by one Party to the other Party, for the sale of Product(s), is specified in the Specific Documentation.

10 FORCE MAJEURE

10.1 A Force Majeure Event suspends the obligations of the Party concerned, which nevertheless shall use reasonable efforts to reduce the consequences as far as possible.

10.2 If a Force Majeure Event makes one of the Parties unable to fulfil its contractual duties for more than sixty (60) consecutive calendar days, either Party may terminate the Contract immediately by registered mail with acknowledgment of receipt, without any compensation being due by either Party.

11 INTELLECTUAL PROPERTY

11.1 For the Product(s), the Specific Documentation specifies the intellectual property rights granted.

11.2 For the Services, the Contract does not entail any transfer of intellectual property rights. The Provider remains the owner of all intellectual property rights over the tools, methods and know-how that it will use or develop under the Contract. The Customer grants the Provider for the whole term of the Contract the rights necessary for the performance of the Service(s). However, in the event that the Services integrate Software, unless otherwise specified in the Specific Documentation, the Provider grants the Customer a personal paid, non-exclusive, non-transferable and non-sublicensable license, for the Territory and for the whole term of the Contract, for the purposes of the Contract. This license includes the right to use and reproduce the Software under the Services, including the acts of storing, executing, loading, transmitting and displaying the Software, in whole or in part, on the Customer's computer equipment via an electronic communication network. The Customer shall strictly refrain from any other use of the Provider's Service(s), in particular for Software, including but not limited to, any adaptation, modification, correction of errors, translation, arrangement, dissemination or decompilation, sale, distribution. Where the Service(s) include third party software, the Customer agrees to read and accept the terms of the respective licenses, as communicated by the Provider or accessible directly from said third parties. The Customer acknowledges that the Service may incorporate open-source software and agrees to accept said open-source licenses.

11.3 Infringement guarantee

11.3.1 The Provider shall be responsible for any claim made against the Customer by a third party claiming that a Service or a Product delivered under the Contract infringes its intellectual property rights, within the limits of the infringement guarantee granted by its own software supplier and unless otherwise specified in the Specific Documentation. The Provider shall bear the costs related to

the defence of the claim, as well as the amount of any settlement or any damages payable pursuant to an enforceable court ruling, provided that: (a) the Customer immediately notifies it of the complaint in writing and provides it with all the information necessary to defend against the complaint; (b) only the Provider ensures the defence of this claim and has all the power to conduct the proceedings initiated, to settle or in any other way resolve the said complaint; (c) the Customer cooperates with the Provider, at its expense, in the defence of the complaint; and (d) the Customer does not make any admission or declaration of any kind which could prejudice the defence grounds claimed by the Provider.

This guarantee is granted within the limits of the ceilings stipulated in the Article "Liability".

11.3.2 In the event that all or part of the Service(s) covered by the Contract is the subject of an infringement complaint, the Provider may, at its discretion and to the extent possible, (a) modify the respective Services by replacing the incriminated elements with equivalent non-infringing elements; or (b) acquire the rights necessary for the continued performance of the Contract. If the Provider considers that neither of these solutions is feasible under reasonable conditions, the Parties shall meet to find an acceptable solution; failing this, the Customer may terminate the Contract.

11.3.3 This warranty shall not apply in the event of a complaint arising from: (a) any item, product, service, equipment or document from third party suppliers or publishers; (b) compliance by the Provider, in the context of the delivery of the Service(s), with the Customer's specifications, technical information or instructions; (c) changes made to the Service(s) by the Customer or a third party; (d) use of the Service(s) by the Customer that does not comply with the provisions of the Contract or with the technical specifications, conditions of use or recommendations of the Provider.

12 CONFIDENTIALITY

12.1 The Parties agree not to use the Confidential Information except when necessary for the performance of the Contract, and to disclose Confidential Information only to their employees, suppliers and subcontractors or Affiliates, on a need-to-know basis for the proper performance of the Contract. The Provider reserves the right to pass on to its Affiliates information enabling the assessment of the financial capacity of the Customer and its Beneficiaries. The Parties agree to comply with this confidentiality duty throughout the whole term of the Contract and for three (3) years following its termination for any reason whatsoever.

12.2 Each Party receiving Confidential Information agrees to return it to the other Party and to destroy any copy thereof following the end of the Contract, for any reason whatsoever.

13 PROTECTION OF PERSONAL DATA

The provisions relating to the processing of personal data are specified in Appendix 2.

14 TRADE CONTROLS, SUPPLIES AND CUSTOMS FORMALITIES

14.1 Trade Control Rules

The Parties shall comply with the Trade Control Rules applicable to the import, supply, use, re-export and/or transfer of the Equipment and/or Product(s).

The Customer shall provide the Provider with information and documentation relating to the end use, the countries of final destination and the End Users of the Equipment and/or Product(s), as required for compliance with the applicable Trade Control Rules.

When the Customer is responsible for obtaining a Permit, the Customer shall obtain and maintain this Permit at its expense.

Obtaining the required Permits from the relevant authorities is a prerequisite for the supply of the corresponding Equipment and/or Product(s).

The Customer shall use and dispose of the Equipment and/or Product(s) for civil and peaceful purposes only, in accordance with the applicable Trade Control Rules and the conditions set out in the declarations of End Users and/or the conditions existing in the applicable Permits. In fulfilment of this obligation, the Customer complies with the restrictions and/or prohibitions of export, re-export and transfers defined in section 744 of the EAR.

The Customer agrees not to re-export, import, and/or transfer, directly or indirectly, the Equipment and Product(s) to any country or third party to which such re-export, import and/or transfer is controlled or prohibited, without having first secured the required Permits from the relevant authorities in accordance with applicable Trade Control Rules. The Customer complies with any corresponding reporting obligation to the relevant authorities.

The Provider may suspend or terminate the supply of all Equipment and/or Product(s) without liability to the Customer, if the use, re-export and/or transfer by the Customer and/or End Users of such Equipment and/or Product(s) breach applicable Trade Control Rules and/or the terms and conditions of this Article "Trade Control Rules".

The obligations under the Article "Trade Control Rules" survive after the expiration of the Contract and of any Order.

14.2 Customs supplies and formalities

14.2.1 Supply of Equipment

The Provider is responsible for making the Equipment available at the delivery sites agreed with the Customer.

14.2.2 Supply of Product(s)

For the Product(s), the Specific Documentation specifies the rules relating to the supply and customs formalities.

15 ECONOMIC SANCTIONS PROGRAMS

The Parties declare and guarantee (a) that they themselves or their Associated Persons, or (b) with regard to the Customer including its directors or members of its management, are not subject to the sanctions implemented by a national or international organization in charge of the application of Economic Sanctions. The activities covered by the Contract could fall within the scope of Economic Sanctions and the Parties agree to comply fully with the Economic Sanctions. To the extent that this would be necessary for compliance with the Economic Sanctions, each Party shall be entitled to suspend or terminate as of right and without liability, all or part of the affected Services or the sale or purchase of the affected Product(s), notwithstanding any contrary provision in the Contract.

16 ASSIGNMENT OF THE CONTRACT

16.1 The Contract may not be assigned by the Customer, in whole or in part, without the prior written consent of the Provider, and shall, where applicable, provide reasons for any refusal. The Provider may refuse the assignment, in particular in the event that the Customer wishes to make the assignment to an entity located outside mainland France or to a competitor of the Provider. No assignment may take effect without the Customer's account balance having been cleared beforehand.

16.2 The Provider may freely assign or grant all or part of its rights and duties under the Contract to any Affiliate. The Provider shall be released from its duties on the effective date of the respective transaction.

16.3 Notwithstanding any provision to the contrary in the Contract, the Provider is authorized to freely assign all or part of the receivables resulting from the Contract to third parties, in particular to credit institutions, and to communicate to said third parties all the information evidencing the respective receivables. The said assignments shall be limited to (i) the right to collect and receive payments and (ii) the related rights.

17 GENERAL PROVISIONS

17.1 Insurance: Each Party represents that it has taken out, or agrees to take out, at its own expense and to maintain in force the insurance necessary to cover the risks likely to arise as a result of performance of the Contract. Each Party waives all claims and has its insurers waive any claim against the other Party and its insurers beyond the limits referred to in the "Liability" Article.

17.2 Management authority: The personnel of the Provider deliver the Services and/or Product(s) under the full responsibility of the latter, and remains permanently and in

all circumstances under its authority and its management and disciplinary power.

17.3 Partial invalidity: The invalidity of a provision of the Contract voids the entire Contract only if this provision constitutes a decisive factor of the commitment of a Party. Apart from this case, the invalidity or unenforceability of one of the provisions of the Contract does not imply the invalidity of the other provisions, which retain all their force and scope.

17.4 Non-waiver: The fact that one or the other of the Parties does not avail itself of one or more provisions of the Contract shall not be interpreted as a waiver of its right to avail itself thereof subsequently.

17.5 Communication: Unless otherwise notified to the Provider at the time of entering into the Contract, the Provider may use the Customer's trade name, logos, brands and/or other distinctive signs for reference in its marketing materials.

17.6 Notifications: All notifications required under the Contract shall be made in writing to the addresses respectively indicated in the Order.

17.7 Language: In case of translation of all or part of the Contract, it is formally agreed that only the English version shall prevail in the event of interpretive difficulty.

17.8 Applicable law and assignment of jurisdiction: The Contract is governed by French law. In the absence of an amicable agreement, any difficulty relating to the validity, application or interpretation of the Contract shall be submitted to the "Tribunal des Activités Economiques" of Paris, to which the Parties grant exclusive territorial jurisdiction, including in the event of summary proceedings, several defendants or introduction of third parties

APPENDIX 1: DEFINITIONS

Affiliate: means any entity which, directly or indirectly, controls, is controlled by, or is under the same control as one of the Parties. The term "control" is defined by reference to article L 233-16 II of the French Commercial Code.

Appendix: means any Appendix to the Contract.

Associated Person: means any individual or private or public legal entity, who is (a) an Affiliate of a Party, engaged in the performance of this Contract, (b) an Owner of one of the Parties, (c) a director or member of the management of the entities referred to in items (a) and (b) above or (d) a subcontractor or third party representing a Party, engaged in the performance of the Contract.

Beneficiary: refers to any Affiliate or Partner likely to benefit from the Contract designated by the Customer in the Specific Documentation or in the Order.

Customer: refers to the legal person based in France entering into the Contract with the Provider for its professional needs.

Confidential Information: refers to any information relating to the commercial policy, strategy, business of the company, to the Services and/or Product(s), tools, methods and know-how, any information protected by business secrecy and any information formally described as confidential communicated by a Party to another Party within the framework of the Contract. The following are not considered as Confidential Information: (a) information in the public domain at the time of its disclosure; (b) information that falls into the public domain after disclosure, without this resulting from a breach of a duty of confidentiality by the Party receiving it; (c) information for which the receiving Party can prove that it knew it in good faith prior to disclosure under the Contract; and (d) information communicated by a third party after the execution of the Contract through no breach of any other confidentiality duty.

Contract: means the agreement entered into between the Provider and the Customer for one or more Services, on the basis of the contractual documents referred to in Article 3.1, and as detailed in the Order.

Economic Sanctions: refers to programs of economic, financial, trade sanctions, restrictions, prohibitions or embargoes against certain countries, individuals or entities in application of the resolutions of the United Nations Security Council or of the laws and regulations of the European Union and its member states, the United States or any other countries or authorities concerned.

Equipment: refers to any hardware or software equipment and related documentation made available to the Customer by the Provider under one or more Services.

Force Majeure Event: means, in addition to cases of force majeure meeting the criteria established by law and the case law of French courts: fires, storms, lightning, strikes, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of means of transport or supply, stoppage of energy supply, any legislative or regulatory restriction on the delivery of one or more Services, and any decision of a public authority not attributable to the Provider or the Customer and preventing the delivery of one or more Services, in particular those relating to trade imposed by a national or international authority or body as well as any modifications thereof, and in general the events requiring the application of local or national plans to maintain the continuity of the Telecommunications Service(s).

Incoterms: refers to the rules for the use of national and international trade terms version 2020 "Incoterms® 2020" as published by the International Chamber of Commerce (ICC) on January 1, 2020.

Order: means the order for a Service or a Product by the Customer, from the Purchase Order of the Provider, and accepted by the Provider.

Owner: means any individual or legal entity who (a) holds individually or jointly, directly or indirectly, at least fifty percent (50%) of the voting rights in one of the Parties or (b) holds individually or jointly, directly or indirectly, the power to direct or cause to be directed the management and policies of a Party, by holding title, by contract or otherwise

Non-recurring service: any Service invoiced from time to time to the Customer under the terms defined in the Specific Documentation.

Partner: any company that the Customer has designated as Beneficiary, provided that such designation is duly documented for communication or cross-connection needs between this company and the Customer.

Party: refers to the Provider and/or the Customer.

Permit: means any declaration, approval, certification, authorization and/or prior license required for the export, import, supply, use, re-export and/or transfer of a piece of Equipment or a Product.

Product: refers to the hardware and/or Software sold to the Customer by the Provider under the conditions specified in the Specific Terms "Sale and licensing".

Provider: refers to the Orange Group entity mentioned in the Order.

Purchase Order: means the form specifying one or more Service(s) or Product(s) Orders from the Customer.

Recurring Service: refers to any Service invoiced periodically to the Customer in the form of a subscription or for use under the terms defined in the Specific Documentation.

Service: refers to any provision of services including, where applicable, the provision of Equipment or Software as a service, carried out by the Provider and described in the Specific Documentation.

Software: means all software, software package, system software and related documentation in binary code.

Specific Terms: refers to the contractual document comprising provisions specific to a field of Services or the sale of Product(s).

Specific Documentation: refers to the bundle of documents specifying the Service(s) and/or Product(s) described in Article 3.1.

Taxes: means all taxes, duties and taxation, levies or withholdings of any kind, including but not limited to, VAT, source withholding or any similar taxes that may be due or charged to the Provider or the Customer by any relevant authority with regard to the Service(s) and/or Product(s) provided to the Customer and/or the use of this Service and/or Product(s) by the Customer. Taxes are understood with the exception of the Provider's corporate tax.

Territory: refers to the territory of provision of the Services and/or Product(s) as defined in the Specific Documentation.

Trade Control Rules: refers to any control, any formality, prohibition and/or Permit requirement in customs, export, import, re-export and/or transfer matters according to applicable laws and regulations. The Trade Control Rules may include in particular Economic Sanctions, laws and regulations of the European Union and its member states (in particular Regulation (EU) No. 2021/821 of the European Parliament and of the Council dated May 20, 2021, of the United States (in particular the United States Export Administration Regulations - EAR), and/or any other country concerned.

Users: designate the individuals using the Service(s) and the Product(s). They are the responsibility of the Customer.

APPENDIX 2 PERSONAL DATA

In this Contract, references to “**Controller**”, “**Processor**”, “**Data Subject**”, “**Processing**”, “**Personal Data**” and “**Personal Data Breach**” will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

“**Data Protection Legislation**” means the EU Regulation 2016/679 of 27 April 2016 (the “**General Data Protection Regulation**” or “**GDPR**”), and any other applicable legislation relating to privacy or the protection of Personal Data in force, and as amended, from time to time.

1. The Parties agree:
 - (a) Subject to paragraph (c) below, Customer is the Controller and Provider is the Processor in respect of the Personal Data which is made available to, collected or generated by the Provider to provide the Products and Services (“**Customer Personal Data**”).
 - (b) The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Customer Personal Data and the categories of Data Subjects are set out in the relevant description of the processing activities (“**Description of Processing**”).
 - (c) When the Provider or its subcontractors process Customer Personal Data for their own purposes, independently of Customer’s instructions, the Provider or its subcontractors act as Controller, but not joint Controllers, of the Customer Personal Data and will process such Personal Data as described in the Privacy Policy for Customers and Prospects available at <https://www.orange-business.com/en/personal-data>, as may be updated from time to time (the “**Provider Privacy Policy**”).
2. Customer will ensure that it has provided adequate notices (including by reference to the Provider Privacy Policy) and has obtained, where required, all necessary and valid consents to enable lawful transfer of the Customer Personal Data to the Provider for the purposes set out in this Article. Customer will not by act or omission cause the Provider to be in breach of the Data Protection Legislation.
3. When acting as Processor:
 - 3.1 The Provider will only process Customer Personal Data in accordance with the reasonable written instructions of Customer, unless required otherwise by applicable law, lawful government authority or applicable court, and in such case the Provider will notify Customer in advance (unless the Provider is prohibited by law from doing so).
 - 3.2 In accordance with the then-current industry practice, the Provider will implement appropriate technical and organizational security measures to protect Customer Personal Data against unauthorized or unlawful Processing and against accidental loss or destruction, or damage, appropriate to the harm that might result from the foregoing and the nature of the Customer Personal Data to be protected, considering the state of technological development and the cost of implementing any such measures.
 - 3.3 The Provider will assist Customer in responding to reasonable requests from Data Subjects for the exercise of their rights under the Data Protection Legislation in respect of Customer Personal Data. The persons authorized by Customer to request the Provider’s assistance in respect of Data Subjects’ requests are Customer’s authorized user(s) of My Service Space.
 - 3.4 The Provider will assist Customer, at Customer’s cost, with Customer’s compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, upon Customer’s written request, insofar as is possible, reasonable and proportionate.
 - 3.5 Sub-Processing
 - 3.5.1 Customer hereby grants its consent to the Processing of Customer Personal Data by Affiliates and/or subcontractors of the Provider engaged in the performance of the Contract, some of whom may be based outside the European Economic Area (EEA) or in a country without an adequacy decision from the EU Commission (the “**Sub-processors**”). The approved Sub-processors are listed on My Service Space portal (Welcome Page\Get Help\General Data Protection). If Customer does not have access to My Service Space portal, the list of approved Sub-processors will be made available as set out in the Description of Processing provided by the Provider. The Provider is responsible for the sub-processing and performance of its Sub-processors in accordance with the requirements of the Data Protection Legislation and will ensure that such sub-processing will be on terms substantially equivalent to this Article 3.
 - 3.5.2 The Provider will inform Customer of changes or additions of Sub-processor(s), which will be deemed approved by Customer unless Customer objects to such change within fifteen (15) days of having been informed thereof. Any objection must be made in writing to the Provider with detailed reasons. The Provider will consider Customer’s objection in its sole discretion and will inform Customer of its decision. If the Provider still requires a change to the approved Sub-processors, the Provider will provide at least one alternative proposal, including any additional costs, to Customer for its implementation. If Customer fails to accept either option within fifteen (15) days from the date of the Provider’s alternative proposal, the change to the Sub-processor proposed by the Provider with the least cost to Customer will be deemed approved.
 - 3.5.3 The Provider will require that its employees, Sub-processors and each of their employees will keep Customer Personal Data confidential.
 - 3.5.4 Where the Provider transfers Customer Personal Data outside the EEA or to a country without an adequacy decision from the EU Commission, the Provider will provide appropriate safeguards by using the standard contractual clauses



for transfer of Personal Data to Processors established in third countries approved by the European Commission (the “SCC”) or another appropriate safeguard.

3.6 During the duration of this Contract, the Provider will:

- (1) on thirty (30) days prior written notice from Customer, provide to Customer reasonably and readily available information to demonstrate its compliance with this Article and this Appendix; and
- (2) on sixty (60) days prior written notice from Customer, agree to schedule an audit that Customer may conduct at Customer's cost, provided that:
 - a) audits are subject to the Provider's data protection and security policies and any other measures needed to protect the confidentiality of the Provider or its customers' data;
 - b) the audit is subject to a mutually agreed audit plan, detailing the scope and conditions of the audit;
 - c) the audit does not exceed two days and does not disrupt the Provider's operations; and
 - d) there is no more than one audit in any rolling twelve-month period.

3.7 The Provider will notify Customer without undue delay when it becomes aware of a Personal Data Breach of Customer Personal Data.

3.8 At Customer's request upon the expiration or termination of the Contract, the Provider will delete or return to Customer all the documents and files containing Customer Personal Data after the end of the provision of Services relating to Processing, and will not retain any copy of the Customer Personal Data, unless required to do so by applicable law.