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General Terms of Sale RCS Business Messaging

Version 2.3

Date: 03/11/2025

GENERAL CONDITIONS OF SALE RCS BUSINESS MESSAGING

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Orange, a public limited company with a capital of €10,640,226,396 registered in the Nanterre trade and companies register under number 380,129,866, whose head office is located at 111, quai du Président Roosevelt in Issy-les-Moulineaux (92130), sells to aggregators ("Co-contractor") for advertisers ("Senders") the Business Messaging solution using "RCS" Technology from Google to enrich the exchanges between professionals and their customers by offering an interactive conversation solution through enhanced instant messaging.

By this contract, the Contracting Party undertakes to be contractually bound with each of the Senders using the Business Messaging Offer for their professional activity using the Business Messaging Offer for their professional activity.

Moreover, compliance with these rules does not release the Co-contractor from compliance with the laws, regulations and decisions of the competent authorities in force at the time of delivery of the Service.

The subscription by the Contracting Party to the Google CSR solution distributed by Orange implies the unconditional acceptance of these General Conditions of Sale, the Special Conditions and their respective annexes (hereinafter, the «Contract»).

Reference only

Contents

Contents.....	3
Article 1 - Definitions	4
Article 2 - Purpose	5
Article 3 – Commencement and duration of the Contract.....	5
Article 4 – Description of the Offer	6
Article 5 – Validation of Agents	6
Article 6 – Conditions of eligibility for the Offer	6
Article 7 – Obligations of the Contracting Party	7
Article 8 - Relationship structure between the Parties	7
Article 9 – Financial conditions	8
Article 10 – Termination or suspension of an Agent	10
Article 11 – Termination or suspension of the contract	11
Article 12: Reorganization and/or judicial liquidation	13
Article 13 – Support line.....	13
Article 15 – Personal data	14
Section 16 – Liability	16
Section 17 – Insurance	17
Article 18 - Modification of the Contract.....	18
Article 19 – Assignment of the contract	18
Section 20 – Confidentiality.....	18
Article 21 – Force majeure	19
Article 22 – Applicable law and competent jurisdiction	19
Section 23 – Miscellaneous	20
Article 24 - CSR & Compliance	20
Article 25 - Contractual documents	21

Reference only

Article 1 - Definitions

The terms defined herein and contained in this Agreement shall have the same meaning whether used in singular or plural. For the purposes of this Contract, the following terms shall be defined as follows:

“A2P”: Refers to an RCS (or SMS) communication initiated by a Transmitter to a User

"Agent" "Bot" or "Chatbot": Refers to the Sender’s endpoint that accesses the RCS via software. This software connects it to the Business Messaging platform. This endpoint allows the exchange of messages with Users. It is developed under the responsibility of the Sender, is the digital representation of the Sender.

Association Française pour le développement des services et usages Multimédias multi-opérateurs or af2m : Designates the 1901 law association responsible in particular to work for a market development respectful of the consumer as regards value-added services (charters of ethics and control of their application by the Service Publishers), in liaison with market players, public authorities and consumer associations and responsible for the reservation of short numbers with all operators.

“API” or “Application Programming Interface”: Refers to an application programming interface that allows two telecommunications equipment to communicate together.

“Code of Conduct”: Refers to the af2m Code of Conduct available on the af2m website at <https://af2m.org/charte-business-messaging/>

“Co-contractor”: Designates the aggregator, a client of Orange SA, signatory to the Contract.

“Conversation” means a series of messages exchanged between the Sender and a User within a maximum of twenty-four (24) hours through an Agent.

“Contract” means these General Terms and Conditions of Sale, the Special Terms and their appendices. The signature of the Contract is understood as the signature of the Specific Conditions by the Contracting Party.

“Data” means all the data of the Contracting Party collected, generated, manipulated or modified in connection with the performance of the Contract, including Personal Data.

“Personal data” means any Data corresponding to the definition resulting from article 4.1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 transposed by law n°2018-493 of 20 June 2018 on the protection of personal data

“Sender”: Refers to the company that wishes to exchange RCS messages with its own customers who are Users.

“Google” means Google Ireland Limited, a company based in Ireland with its registered office at Gordon House, Barrow Street, Dublin 4, Ireland that provides the RCS infrastructure to operate the Business Messaging Offering.

“Applicable Laws”: Refers to all applicable laws and regulations in France.

"Single Message": Refers to an A2P SCR message that is enriched or contains more than 160 characters and is not part of a Conversation

“Basic Message”: Refers to an A2P SCR message containing only text up to 160 characters (UTF-8) that is not part of a Conversation.

“MSISDN (“Mobile Station Integrated Services Digital Network”)” means the mobile line number that the User has.

Reference only

“RCS Business Messaging (or “the Offer”)” means the offer to route RCS messages that is offered by the Operator to the Counterparty and to the benefit of the Senders.

“Operator”: Designates Orange SA.

“P2A”: Refers to an RCS (or SMS) communication initiated by a User to a Transmitter

“Onboarding Platform” means a platform used for the registration and management of agents. The **“Bothub Platform”** refers to the onboarding platform offered by Orange at <https://developer.orange.com/apis/bothub>. The

“RBM Platform” refers to the onboarding platform offered by Google at <https://developers.google.com/business-communications/rcs-business-messaging/carriers/console/access?hl=en> <https://developers.google.com/business-communications/rcs-business-messaging/carriers/console/access?hl=fr>

“RBM”: Refers to the RCS Business Messaging infrastructure provided by Google (RBM platform and API as well as associated software) that allows the routing of RCS messages between Senders and Users

RBM TOS” means the conditions of use of RBM defined by Google available at <https://developers.google.com/rcs-business-messaging/support/tos/> (or equivalent url) and which are subject to change. Compliance with the TOS RBMs by the Contracting Party and the Senders constitutes an essential obligation of the Contract.

“RCS (Rich Communication Services) Technology” means the enhanced instant messaging service standardized by the GSMA (Global System for Mobile Communications Association).

“Territory” means the French metropolitan area.

“User”: Means the natural person enjoying an Orange mobile offer subscribed in metropolitan France to Orange, recipient of RCS Messages and identified by its MSISDN.

Article 2 - Purpose

The purpose of the Contract is to define and determine the conditions under which:

- The Operator markets the Offer;
- The Co-contractor makes the Offer available to the Senders.

Article 3 – Commencement and duration of the Contract

The Contract shall be effective from the date of its signature by the Other Party for a period of five (5) years from the date of signature of the Special Conditions by the Other Party. At the end of the term, the Contract will be renewed by tacit renewal for an equal duration.

Reference only

Article 4 – Description of the Offer

The services provided by the Operator as part of the Offer are:

- the routing of RCS messages between Senders and Users
- the provision of a platform for Agent registration
- validation of the agents
- a support line in case of technical malfunction being noted that the Offer relies on RBM technology provided by Google under the conditions specified in the TOS RBMs. Description of RBM technology provided by Google is available at: <https://developers.google.com/business-communications/rcs-business-messaging/guides/get-started/how-it-works?hl=fr>

The Operator offers three categories of RCS messages as part of the Offer: Conversation, Single Message and Basic Message.

Article 5 – Validation of Agents

5.1 Registration of Agents

An Agent may only be registered by the Contracting Party after agreement by the Sender. The Co-contractor may choose between the RBM Platform and the Bothub Platform for the registration of Agents.

The Co-contractor will provide all information necessary for the verification of the Agents by the Operator. Upon receipt of these elements, the Operator undertakes to implement all necessary means in order to validate the Agents within a reasonable time.

The Co-contractor undertakes to remove Agents who have not been active during the last six (6) months. Upon request, the Co-contractor will communicate to the Operator the elements allowing to verify the removal of the Agents.

5.2 STOP and CONTACT features on the Bothub platform and on the RBM platform

The Co-contractor undertakes to implement for each campaign the «STOP» feature allowing the User to oppose the subsequent sending of any A2P message to this User. The implementation and management of this functionality is the responsibility of the Contracting Party.

The Co-contractor undertakes to provide the following elements when each Agent is created:

- the Sender's telephone number;
- the Sender's website;
- an email address to contact the Sender

Article 6 – Conditions of eligibility for the Offer

Reference only

In order to be eligible for the Offer, the Co-contractor must not have been subject to any suspension and/or termination, of any kind, under the Push SMS Offer contracted with the Operator within the twelve (12) months preceding the date of signature.

The Co-contractor must also fulfil throughout the Contract the cumulative conditions listed below:

- have paid in full the amounts they may owe to the Operator;
- not attempt to commit fraud to the detriment of the Operator;
- comply with all the Operator's ethical and compliance policy rules available on orange.com, in particular regarding anti-corruption, money laundering and economic sanctions.

In the event that, during the term of the Contract, the Contracting Party no longer fulfils one of the conditions listed above, the Contract may be terminated by the Operator under the conditions listed in article 11.

Article 7 – Obligations of the Contracting Party

The Contracting Party undertakes to:

- operate the Offer marketed by the Operator in accordance with the provisions of the Contract, the TOS RBMs and the Code of Ethics
- include the conditions of operation of the Offer, the Code of Conduct and compliance with the TOS RBMs in contracts with its Senders and ensure compliance with them at all times. In the event of non-compliance with the operating conditions of the Offer by one of its Sender customers, the Co-contractor undertakes to take all necessary measures as soon as possible to resolve the deficiencies.
- inform and communicate to the Operator any changes to the information contained in the Special Conditions referred to in Annex 2
- pay to the Operator, within the agreed deadlines, the remuneration provided for in article 9.2 "Invoicing and payment conditions".

In case of breach of the obligations of the Contracting Party, the Operator will take all appropriate measures to put an end to the actions concerned. He will also be entitled to suspend, delete and/or block an Agent or access to the Offer.

Without prejudice to legal actions brought by third parties, the Operator is entitled to exercise in a personal capacity any legal action aimed at remedying the damages that it would have personally suffered as a result of the Co-contractor's failure to comply with its obligations under the Contract.

Article 8 - Relationship structure between the Parties

For the performance of the Contract and except as otherwise specified therein, the Parties agree to address any correspondence to each other at the following addresses:

For the Operator:

Amelia Newsom-Davis

Director Pay Services Orange France

1 avenue Nelson Mandela

94 745 Arcueil Cedex

For the Co-contractor: the technical contact points of the different Parties are defined in Annex 2 "Special conditions - Information sheet".

Reference only

Orange Restricted

Article 9 – Financial conditions

9.1 Rates

In return for the provision of the Services described in the Contract, the Operator invoices the Contracting Party with the prices listed in Appendix 1 “Tariff Sheet”. The rates and prices are deemed to be established in Euros, the payment of these invoices must be made in Euros.

9.2 Billing and payment conditions

The services of Single Messages, Basic Messages (A2P) and Conversations (A2P and P2A) are subject to a monthly invoice issued at maturity on the basis of Appendix 1 “Tariff Sheet”.

The services provided by the Operator under the Contract are subject to a centralised invoicing that will be sent to the contact indicated by the Contracting Party in Annex 2 “Special Conditions - Information Sheet”.

Invoices are sent by the Operator by email to the billing email address as provided in Appendix 2 "Special Conditions - Information Sheet".

Each invoice is accompanied by detailed annexes that distinguish the different Services and in particular the volume of Unique Messages, Basic Messages and Conversations sent by Agent. The annexes are provided in a computer-based format that can be used on common office automation products.

These sums must be paid in euros to the Operator within forty-five (45) days following the date of issue of the invoice.

The payment deadline is indicated on the invoice.

The Co-contractor will release undisputed amounts due under the Contract by transferring the amount to the account opened in the name of the Operator whose references will be noted on the invoices.

The payment must be made by bank transfer and must then be preceded by a transfer notice mentioning the references of the invoice concerned and the contact details of the payer. This notice must be sent to the Operator at least two (2) working days before the effective transfer date. The Operator’s bank details are transmitted to the Co-contractor when signing the Contract.

9.3 Delay and incident of payment

Any sum not paid on the due date will automatically result in the Operator charging interest calculated every two weeks, based on the amount due (TTC) multiplied by the ECB rate + 10%, all divided by 26, without this clause affecting the debt’s maturity. These interest due from the first day following the payment due date and until the actual credit day of the Operator’s bank account. The ECB rate is the rate on the day after the last day on which the payment should have taken place. In addition, in the event of late payment, a lump-sum compensation for recovery costs will also be automatically applied from the first day of delay and without prior notice. The amount of this compensation will be equal to the amount of forty (40) euros as set by article D441-5 of the Commercial Code on the date of the first day of delay.

Notwithstanding the stipulations of paragraph 1 of this article, in case of default of payment, ie late payment, partial payment or total non-payment of an invoice on the due date, the Operator may modify the billing conditions

Reference only

provided for herein and require the Co-contractor, for its subsequent invoices, to pay a deposit on the first of each month, in advance of the invoices due.

The amount of this deposit will be equal to 100% of the amount of the highest monthly invoice observed in the last six (6) months from the date of request of this deposit.

After six (6) months, without further default in payment, the terms of payment will be again those stipulated in paragraph 1 of this article.

The Parties expressly agree that, if they hold cross-debt, compensation shall be automatically effected upon issuance of the corresponding invoices by both sides.

9.4 Information and claims on invoice

The Operator shall keep at the disposal of the Contracting Party the elements of information establishing a proof of its invoices.

Any claim, to be admissible, shall:

- be justified with a detailed description of the difference found,
- be sent to the Operator, within a maximum period of forty-five (45) days following the date of receipt of the invoice, by registered letter with acknowledgement of receipt.

The Co-contractor, when it issues a claim undertakes to settle, within the stipulated time limits, the amounts corresponding to the undisputed amounts.

The Co-contractor, if it disputes any part of the Services, shall specify to Orange the scope, nature and reasons for its dispute.

In the event of a dispute regarding the amounts due under the RCS traffic, the Operator undertakes to provide the details of communications relating to the claim, within a period of one hundred and twenty (120) days.

In case of rejection of the complaint, the Operator provides a reasoned response that includes any necessary justification.

The contested amounts will then become immediately payable as of the notification of rejection made by registered letter with acknowledgement of receipt.

The stipulations relating to late payments are applicable by the Operator to disputed amounts that have been the subject of a rejection notification and not settled at the end of the aforementioned maximum period of forty-five (45) days from the date of receipt of the invoice. The penalty is due on the first day of delay.

9.5 Advance payment

The Operator reserves the right to ask the Contracting Party for an advance payment as follows:

- prior to the implementation of the Contract: the Operator will ask the Co-contractor for an advance payment during the first six (6) months calculated according to the traffic forecast communicated by the Co-contractor.
- during the execution of the Contract: in the event of an unpaid invoice not settled after a first reminder remained without effect, the Operator will ask the Co-contractor for an advance payment during the six (6) the following month calculated on the basis of the average actual traffic recorded during the previous month. Otherwise, the Contract will be suspended.

Reference only

In order to assess the creditworthiness of the Co-contractor, the Operator will take into account, without limitation:

- Financial ratios: Financial ratios below industry or sector standards.
- Late payments: Past payment incidents or repeated delays.
- the Downgrading of the rating: A downgrading of the financial rating of the Co-contractor.
- Any significant change in the financial situation of the Counterparty.

The Operator will inform the Co-contractor of the implementation of the management of quarterly advances and the reasons justifying this decision.

- estimation of consumption

The Operator, in collaboration with the Contracting Party, will evaluate the forecast consumption for each quarter.

- quarterly billing

The Operator will issue advance invoices for each quarter, based on estimates.

- monitoring of consumption

The Operator will monitor actual consumption and compare it with the advances billed.

- Quarterly Adjustments

At the end of each quarter, the Operator will adjust invoices according to actual consumption:

- credit: a credit will be issued if consumption is lower than advances.
- additional invoice: an additional invoice will be issued if consumption exceeds the advances.

- Renewal of the Quarterly Advance Management

At the end of the past quarter and subject to receipt of payments due from the Co-contractor and if the Customer does not fall under one of the insolvency cases provided for in this article, the Operator will apply the usual billing conditions. If not, the Operator will renew the advance process described in this article on the new estimates for the following quarter.

Article 10 – Termination or suspension of an Agent

10.1 Termination and suspension by the Operator

The Operator will immediately suspend an Agent and inform the Co-contractor by email, confirmed by sending a registered letter with request for acknowledgement of receipt, in the following cases:

- acts contrary to public order, good morals or punishable by criminal law, including fraudulent practices such as identity theft;
- abuse detected and reported by Users
- non-compliance with TOS RBMs
- non-compliance with the Code of Ethics

The Contracting Party undertakes to send the Operator a detailed report which specifies the following elements:

- the origin of the non-compliant campaign;
- the measures taken or to be taken to prevent a recurrence
- the deadline for compliance.

The Contractor must provide evidence of a return to normal for the Operator to consider the request for reactivation of the suspended Agent or any new creation of an Agent.

10.2 Termination and suspension by Google

Google reserves the right to unilaterally suspend Agents in case of non-compliance with TOS RBMs or a too large number of User reports.

Article 11 – Termination or suspension of the contract

In the event of a suspension of the Contract due to non-compliance with the contractual conditions by the Counterparty or one of its Senders, it remains liable, during the period of suspension, for all amounts owed under the Contract.

11.1 Suspension and termination of the Contract for non-compliance with contractual obligations incumbent on the Contracting Party

In the event of non-compliance by the Co-contractor with any of its contractual obligations outside of the cases referred to in paragraph 9.3, and in particular in the event of non-payment or non-payment of instalments due by the Co-contractor, the Operator is entitled:

- five (5) days after sending a formal notice addressed by e-mail confirmed by registered letter with acknowledgement of receipt, which has not been effective, to suspend all or part of the performance of the Services.

Then:

- to terminate the service and/or the Contract by law and without formalities at the end of a period of fifteen (15) days from the date on which the notice remained without effect, or to maintain the suspension of said services for an indefinite period.

In the event of termination before the end of the Contract, the Co-contractor shall be liable to the Operator for an indemnity equal to the annual billing amount calculated on the average of invoices made during the last twelve (12) months.

11.2 Termination for breach of contractual obligations incumbent on the Operator

In the event of non-compliance by the Operator with any of its contractual obligations, the Contracting Party may terminate the Contract automatically at the expiry of a period of thirty (30) days from the receipt by the Operator of a registered letter with notice of receipt of formal notice and remained ineffective.

11.3 Suspension of the right to establish a network or provide an electronic communications service provided for in article L 36-11 of the Postal and Electronic Communications Code

In the event of suspension or withdrawal provided for in article L36-11 of the Postal and Electronic Communications Code, of the rights defined in article L33-11 of the said Code, the Parties agree:

Reference only

- in the event of withdrawal of rights, termination of the Contract,
- in the case of suspension of rights:
 - o the continuation of the Contract in the event that such continuation is compatible with this suspension;
 - o the termination of the Contract if this is not the case.

11.4 Suspension, termination or non-renewal of the contract between the Operator and Google

In the event of suspension, termination or non-renewal of the agreement between the Operator and Google for access to Google's RBM technology, the Agreement is automatically terminated without notice. The suspension or termination shall be without compensation or damages by either party.

11.5 Intuitu personae – transfer of control

It is expressly agreed between the Parties that the Contract was concluded with regard to the form, current composition, personality, reputation and creditworthiness of the Co-contractor.

The control is therefore:

- a company directly or indirectly holds a fraction of the capital giving it the majority of voting rights in the meetings of the Contracting Party;
- or when a company alone has the majority of voting rights under an agreement concluded with other partners or shareholders which is not contrary to the interest of the Contracting Party;
- or when a company determines in fact, by the voting rights at its disposal, the decisions taken in the general meetings of the Contracting Party.

The Operator is entitled to terminate the Contract in case of transfer of control of the Co-contractor. This right of termination of the Operator is understood exclusively for the change of control of the Contracting Party as defined above.

11.6 Other cases of termination

The Contract will be terminated automatically and without compensation on either side in case of legislative or regulatory changes, making it impossible to provide the Service under similar conditions.

11.7 Effects of termination of the Agreement

The termination of the Contract results in the termination of all current Agent validations. Traffic is no longer routed.

Termination does not terminate confidentiality and intellectual property obligations.

Reference only

Article 12: Reorganization and/or judicial liquidation

The Contracting Party undertakes to inform the Operator as soon as possible of the existence of the judgment which declares the opening of a judicial reorganization, safeguard and/ or judicial liquidation procedure by registered letter with request for acknowledgement of receipt.

12.1 Judicial recovery

In the event of a judicial recovery, the Operator shall inform the administrator designated by the judgment referred to in the preceding paragraph of the terms of the Contract and send him a registered letter with a request for acknowledgement of receipt to rule within a period of (1) month on the possible continuation of the Contract in accordance with the term of article L.622-13 of the French Commercial Code.

This formal notice is addressed to the Contracting Party in the case of a simplified procedure without an administrator pursuant to article L. 621-4 of the Commercial Code. The option to request the continuation of ongoing contracts is then used by the Co-contractor in agreement with the judicial agent or on the opinion of the judge in accordance with article 627-2 of the Commercial Code.

In the event of a negative response or in the absence of a reply within one (1) month from sending the notice, the Contract is automatically terminated. This period of one (1) month may be extended or shortened if, before the expiry of that period, the judge-commissioner has granted the administrator an extension or a shorter period.

The termination shall take effect on the date of the express decision by the administrator or the Co-contractor not to require the continuation of the Contract or upon expiry of the one (1) month period mentioned above in case of their silence. It does not entitle the Contracting Party to any compensation.

12.2 Bankruptcy / Liquidation

In the event of a judicial liquidation, the termination shall take effect on the date of the liquidator's explicit decision not to require the continuation of the Contract or upon expiry of the one (1) month period mentioned above in case of its silence. It does not entitle the Contracting Party to any compensation.

Article 13 – Support Line

The Operator sets up a support line in order to accompany the Co-contractor in the exploitation of the Offer. This support line is based on the service level ("SLA") provided by Google, described at docs.jibemobile.com/sla

The Co-contractor may contact the support channel made available by the Operator to obtain help for:

- declare an Agent on the RBM platform or the Bothub platform 5 working days/7;
- the management of a campaign: problem on the RBM platform or Bothub platform in production (24/7 and 7 days/7).

The contact details are listed in Annex 3 "Support line - Operator Contacts".

Section 14 – Security

The Co-contractor is responsible for the activities it undertakes in connection with making the Offer available to

Reference only

the Senders. He must inform the Operator without delay in case of unauthorised use of his access to the RBM platform and/or the Bothub platform or any other breach of their security.

The Operator shall not be held liable in case of use of its access to the RBM Platform and/or the Bothub Platform by a third party. The Operator shall in no case be held liable for any damage that the Co-contractor may suffer as a result of the use by another person of his username or password, whether or not the Co-contractor had knowledge of this use.

It is the Co-contractor's responsibility to take all appropriate precautions regarding its equipment in order to protect it from possible contamination by viruses or intrusion attempts. Equipment includes, but is not limited to, terminals, messaging systems, Internet access, software programs and data.

The Co-contractor undertakes to ensure that the data indicated when creating its accesses on the RBM Platform and/or the Bothub Platform is always complete, accurate and up-to-date.

Article 15 – Personal data

For the full understanding of the following stipulations, the terms " Personal Data ", " Controller ", " Processor ", " Data Subject ", " Recipient ", " Violation of Personal Data " and " Processing " will have the meaning defined in " Applicable data protection laws ".

The expression " applicable data protection laws " means:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, transposed into French law by Law n°2018-493 of 20 June 2018 on the protection of personal data;
- where applicable, the texts adopted by the European Union and local laws that may apply to the Personal Data processed under the Contract.

The Parties expressly acknowledge that each of the Parties determines alone the purposes and means of its Processing of Personal Data. Therefore, the Parties expressly agree that each of them acts as a Data Controller for the Processing of Personal Data having a direct link with the performance of the Contract and within the framework of its obligations under the Applicable Laws in data protection.

Under no circumstances will the Parties process Personal Data as joint Controllers.

The Parties undertake to fully comply with their legal and regulatory obligations regarding data protection in the context of their processing.

In the context of this Agreement, the purposes of the Processing by the Operator are:

- verify and approve the identity of the sender of the RCS message and execute the routing of the RCS message to Google infrastructure;
- for which the categories of Data Subjects are the Users;
- the categories of Personal Data processed are: User's phone number & content data;
- and for the duration of the proper performance of its legal obligations.

In the context of the Contract, the purposes of the Processing by the Contracting Party are:

- allow the User to receive RCS messages from the Senders;
- for which the categories of Data Subjects are the Users;
- the categories of Personal Data processed are: User's telephone number and content data;
- and for the duration of the proper performance of its legal obligations.

Reference only

In addition to the Processing described above, it is agreed that each of the Parties is required to process the professional contact data of the staff responsible for the Contract of the other Party. As such, the Parties undertake to process these Personal Data in compliance with the applicable laws on data protection.

15.1 Cooperation between the Parties

(i) Each Party undertakes to inform the other and provide any assistance necessary in case of referral to a regulatory authority, in order to demonstrate its compliance with applicable data protection laws.

(ii) Each Party shall provide the other Party with all necessary assistance in the management of any request from Data Subjects for the exercise of their rights or for any other request relating to the protection of Personal Data concerning them as provided by Applicable data protection laws and to comply with regulatory deadlines for responding to Data Subjects. For this purpose, the other Party must be the recipient of a request from Data Subjects that may have an impact on the Processing of Personal Data of the other Party.

In the event that the Data Subject contacts a Party directly to exercise its rights, the latter undertakes to check whether this request is incumbent on it and to return it if necessary to the other Party as soon as it is identified as the Controller concerned.

(iii) Each Party reasonably assists the other Party, when an impact assessment relating to the protection of Personal Data is required under applicable Data Protection Laws or when a Party decides to carry out such an analysis. This assistance is justified by the proximity of the treatments operated by the Parties.

(iv) For the implementation of situations i) ii) and iii), the Parties will contact their respective Data Protection Delegate as appropriate.

For the Co-contractor, contact details are given in Appendix 2 “Special Conditions - Information Sheet”.

For the Operator, contact details are listed in Appendix 3 “Operator Contacts – Support line”.

15.2 Confidentiality of personal data

In addition to the confidentiality obligations described in the article Confidentiality of the Contract, the Parties recognise that Personal Data constitutes confidential information and ensure that as such, the persons authorised to process Personal Data undertake to respect confidentiality.

The Parties undertake not to disclose any Personal Data processed under the Contract to its staff members who are not involved in the performance of the services provided for in this Contract.

The Parties shall ensure that their employees, subcontractors and service providers providing services under this Agreement which are related to the Processing concerned are aware of and comply with the rules on confidentiality and protection of Personal Data.

This confidentiality obligation shall continue after the termination or termination of the Agreement.

15.3 Security, Personal Data Breach, Notification

(i) The Parties must take, each for the Processing of Personal Data for which it is the Controller, the necessary

Reference only

technical and organizational security measures to protect the Personal Data against accidental or unlawful destruction, Accidental loss, modification, unauthorized disclosure or access to Personal Data in accordance with the applicable Data Protection Laws.

In the event that the Parties are required to transmit information on the technical and organizational security measures necessary to protect the Personal Data, the Parties will agree on the terms and a secure means of transmission.

(ii) Each Party informs the other Party of any Personal Data Breach - immediately after becoming aware of it and to the extent that such Personal Data Breach would have an impact on the Processing of the other Party.

For notifications to the Operator: The notification will be made to the following address cert@orange.com by encrypted email (the means of encryption are indicated on the site <https://www.orange.com/Footer/CERT-Orange>).

It is the responsibility of each Party as Data Controller to inform and notify the competent supervisory authority, and where appropriate, the Persons concerned by the Personal Data Breach.

15.4 Transfer of Personal Data outside the EEA

In the event that a transfer of personal data is made to a third country not belonging to the European Economic Area (EEA) or in a country whose legislation has not been recognised by the European Commission as providing an adequate level of protection within the meaning of the applicable data protection laws, the Party concerned undertakes to:

- cooperate with the other Party to ensure that adequate procedures are in place to comply with applicable data protection laws;
- to sign and complete the standard contractual clauses governing transfers of personal data between two Controllers as adopted by the European Commission on 27 December 2004 (C(2004) 5271), the model to be completed is available on <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32004D0915&from=EN> or in their subsequent versions adopted by the European Commission (the "Standard Contractual Clauses"); signed and completed Standard Contractual Clauses are incorporated into the Contract by reference and form an integral part of the Contract;
- and/or to put in place any transfer framework mechanism recognized by the applicable data protection laws (such as binding corporate rules; adequacy decisions...) subject to verification by the Data Controller of their applicability to the Services and the associated Processing.

If one of the Parties establishes itself in a third country outside the EEA or in a country whose legislation has not been (or is no longer) recognised by the European Commission as providing an adequate level of protection within the meaning of the applicable data protection laws, the aforementioned commitments will apply to the Parties.

Section 16 – Liability

Each of the Parties shall be held liable and shall indemnify the other Party for any damages it may suffer as a result of its failure to perform and/or improper performance of any of its obligations under the Contract.

The Operator shall not be held liable for any loss or damage resulting from:

- any case of force majeure, as prescribed in Article 21 and as usually defined by the French courts, either cases

Reference only

due to abnormal or unforeseeable circumstances beyond its control, and whose consequences would have been inevitable despite all its efforts to the contrary;

- compliance by the Operator with the legal and regulatory provisions applicable to it;
- the Co-contractor's failure to comply with these and, more generally, with the legal and regulatory provisions applicable to it;
- any malfunction, blocking, restriction or cancellation of the Offer due to Google's failure to comply with the Offer;
- any loss or alteration of data, unless caused by a deliberate failure on the part of the Operator.

The liability of the Operator may only be incurred, regardless of the basis and nature of the action, in case of proven fault on its part having caused personal, direct and certain damage to the Co-contractor.

The Parties expressly agree that the following types of damage and/or injury will not be eligible for compensation, whether reasonably foreseeable or not: loss of profit, loss of turnover, loss of exploitation and revenue from opportunities, Loss of customers, image damage and data loss.

Notwithstanding any contrary provision in the Contract, to the extent that the Operator's liability is incurred under the Contract, the amount of damages which it may be required to pay to the Co-contractor shall in no way exceed, for any damage caused, the amount charged by the Operator net monthly excluding taxes for the Services performed during the period in which its liability is incurred.

In any event, the Co-contractor's right to compensation may not exceed, for all damages incurred during the last twelve (12) rolling months, a maximum overall amount equal to four (4) months of average billing calculated over the last twelve (12) rolling months. The Co-contractor and its insurers waive all claims against the Operator and its insurers beyond this limit.

Except for gross negligence, the Co-contractor is liable to the Operator for any direct damage that its equipment, personnel or those of its service providers cause to Orange. The amount of damages that the Contracting Party may be required to pay to the Operator shall in no way exceed, for any damage caused, the amount invoiced by the Operator net monthly excluding taxes for the Services performed during the period in which its liability is incurred.

In any event, the Operator's right to compensation may not exceed, for all damages incurred during the last twelve (12) rolling months, a maximum overall amount equal to four (4) months of average billing calculated over the last twelve (12) rolling months.

The Co-contractor remains liable to the Operator for any action or omission by its employees and/or service providers.

Section 17 – Insurance

Each Party, both on its own account and on behalf of its service providers and/or any person for whom it would be responsible, shall bear and assume the pecuniary consequences of liability as defined in Article 16 "Liability", which it is likely to incur in the course of or on occasion of the performance of the Contract.

In this context, the Operator undertakes to insure itself, for sufficient sums and with a first-rank company notoriously solvent against all reasonable risks. Similarly, the Co-contractor undertakes to insure itself against all risks with a minimum of one (1) million euros per claim from a reputable first-rank company.

The Co-contractor provides each year to Orange, a certificate of insurance issued by a reputedly solvent first-tier company, excluding any other insurance producer, and certifying its ability to bear the financial consequences that may arise from its work or equipment. The certificates of insurance thus provided shall be attached to the Contract. This certificate of insurance shall specify the nature of the guarantees per year of insurance, the amount of

Reference only

insurance to be consistent with the classes of risk defined in this section, the deductibles and the statement that the insured is up to date with the payment of his premiums.

Article 18 - Modification of the Contract

In the event of a modification to the Contract, the Operator shall inform the Co-contractor beforehand by sending an e-mail at least two (2) months before the changes take effect. A modification of the Contract allows the Contracting Party to terminate it.

In the absence of termination of the Contract, the Contracting Party is deemed to have accepted the modification.

It is specified that the termination of the Contract which would occur as a result of the refusal of such modification by the Contracting Party will take place without compensation to the benefit of the Contracting Party.

Article 19 – Assignment of the contract

The Contract is concluded in consideration of the person of the Contracting Party. The Contract may not be assigned or transferred by the Contracting Party without the express authorization of the Operator. The transferor notifies the Operator by registered letter with acknowledgement of receipt of its intention to transfer the Contract to a designated transferee. The Operator shall reply within fifteen (15) days of receipt of the request.

The assignment will be refused if the transferee Co-contractor does not meet the conditions of eligibility for the Offer provided in article 6 hereof, if the proposed transfer constitutes an attempt to defraud the Operator or if the transferee has been suspended for one of its short numbers within the twelve (12) months preceding the request.

The assignment will be subject to:

- an update and signature of the information sheet, and,
- the provision of the documents referred to in Article 3 hereof.

The transferor remains jointly and severally liable, with the transferee, for the performance of the obligations arising from the contract transferred, during the year following the date of the assignment of the contract.

Each Party may assign all or part of its rights and obligations under the Contract to any legal entity that it directly or indirectly controls within the meaning of Article L233-1 et seq. of the Commercial Code, to any entity controlling it directly or indirectly, or to any entity that is itself controlled by a legal entity controlling the ceding Party, without the prior consent of the other Party, subject to applicable laws and regulations, and a notification addressed to the latter within thirty (30) days following the Commencement of the assignment, without the obligations and continuity of the Contract being affected.

Section 20 – Confidentiality

Information of a confidential nature belonging to either Party, including any information concerning the systems, products, operations, processes, plans, product information, etc., shall be considered as confidential under the Agreement, marketing opportunities, business data, models, manuals, training tools and documentation, formulas, ideas, inventions, know-how, masks, methods, prices, financial and accounting data, products and product specifications, systems and technical information in any medium, whether oral or written, which is brought to the attention of the other Party during the negotiation or execution of the Contract (the "Confidential Information").

Reference only

The obligations stipulated in this article do not apply to the disclosure by a Party of Confidential Information communicated by one of the Parties (hereinafter referred to as the “Issuing Party”), provided that the Party receiving the Confidential Information (hereinafter referred to as the “Recipient Party”) may demonstrate that:

- (i) the said Confidential Information has been developed independently by the Receiving Party prior to its receipt, without violating its contractual obligations or any property rights of the Issuing Party;
- (ii) the said Confidential Information is or falls into the public domain (other than through unauthorized disclosure by the Recipient Party);
- (iii) the said Confidential Information was already known to the Receiving Party before it received it, without being subject to an obligation of confidentiality;
- (iv) an applicable law obliges the Recipient Party to disclose the Confidential Information (on the understanding that the Recipient Party will inform in advance the Sending Party of this legal obligation in writing, within a reasonable time).

Each Party receiving Confidential Information undertakes:

- not to use it for purposes other than the implementation of the Contract;
- to take all necessary measures to protect the confidentiality of such information;
- and to limit their circulation and access to its officers, employees, agents, boards, subsidiaries or subcontractors for whom it is necessary to make known this information in the context of the performance of the Contract and, in that case, to make known to these persons, the confidentiality of such information.

However, a Confidential Information may be brought to the attention of an authority legally or by regulation empowered to require its disclosure, or be disclosed by a Party for the purposes of its defence. In this case, unless expressly prohibited by the authority, the Party concerned shall give prior notice to the other Party and provide it with a copy of the request under which the communication is required.

The confidentiality of information applies for the duration of the Contract and the three (3) years following the termination of the contractual relations between the Parties, regardless of the cause.

Any breach of this article shall entitle the injured Party to suspend or terminate the Contract in accordance with the terms of termination and without prejudice to damages to which it may claim; the defaulting Party is not entitled to any compensation for such termination.

Article 21 – Force majeure

Neither Party may be held liable in the event of a breach of any of its contractual obligations, provided that this breach originates from a case of force majeure corresponding to an impediment beyond the control of the Parties, that could not reasonably have been expected at the time of signing the Contract and making the performance of obligations impossible or so impracticable that it is reasonable in these circumstances to consider it impossible.

Article 22 – Applicable law and competent jurisdiction

The Agreement is governed by French law.

Any dispute arising hereunder shall in the first instance and to the greatest extent possible be settled by amicable negotiations between the Parties.

Reference only

In the absence of an amicable agreement between the Parties within a period of one (1) month from the sending of an email initiating negotiations and addressed by the Parties most diligent, the following stipulations will apply. Any dispute related to the interpretation or execution of the Contract will be subject to the express jurisdiction of the Tribunal Judiciaire de Paris, notwithstanding plurality of defendants, even for emergency proceedings or precautionary procedures, in summary or request.

Section 23 – Miscellaneous

23.1 Independence of the Parties

The relationships established between the Parties by the Contract are those of independent contractors, and the Contract does not intend to establish any other relationship between them. The contract does not constitute an association or a mandate given by one of the Parties to the other. Each of the Parties shall therefore refrain from entering into an undertaking in the name and on behalf of the other.

23.2 Independence of clauses

If any provision of the Agreement is found to be void or unenforceable, all other provisions shall remain in force.

The titles of the articles contained in the Contract are purely indicative. In the event of a difficulty of interpretation resulting from a contradiction between the title of an article and its content, the Parties undertake to revise the titles in order to make the provisions clear.

Article 24 - CSR & Compliance

24.1 Corporate Social Responsibility (CSR)

Each Party undertakes to comply with, and require its co-contractors, subcontractors and any legal persons under its control to comply with, the applicable national rules, European and international standards of ethics and responsible behaviour, including but not limited to the rules on human rights and environmental protection, human health, human safety and sustainable development, the OECD Guidelines, those of the United Nations and the ILO standards (hereinafter referred to as the “CSR Rules”). In this context, each Party undertakes and requests its co-contractors, subcontractors and any legal entity under its control to (i) not use modern slavery, child labour as defined by the ILO-IPEC and human trafficking; and (ii) to combat all forms of discrimination.

Furthermore, in accordance with the French law n°2017-399 of 27 March 2017 on the duty of vigilance of parent companies and order-givers, the Parties undertake not to commit any violation of human rights, health or safety, and the environment in carrying out their respective activities.

Each Party undertakes at first request to provide the other Party with all information and data necessary for the purposes of (i) complying with any legal reporting obligations and (ii) implementing the CSR Rules.

In order to ensure compliance with the CSR Rules throughout the duration of the Contract, the Parties undertake to comply at any time with requests from one of the Parties to obtain from the other Party all the elements justifying its compliance with the CSR Rules. Each Party undertakes to promptly notify the other Party of any violation of the CSR Rules that it becomes aware of, and the latter shall take all appropriate measures to remedy this breach as soon as possible and inform the Party which notified the breach of the corrective actions taken.

Reference only

In the event of non-compliance by one of the Parties with the Rules and commitments referred to above, the other Party may terminate the Contract in accordance with the provisions of article 11 of the Contract.

24.2 Compliance

The development of the Parties is based on a set of values and principles as set out for the Operator, in particular, in its Code of Conduct and its Anti-Corruption Policy available on the Operator's institutional site (www.orange.com or <https://gallery.orange.com/rse#v=d20662f2-c8b6-43ba-ae0b-54fe33bcbd0c>) and for the Co-contractor in documents with a similar scope that are publicly available on its resources or website.

These texts reflect the commitment of the Parties to respect the legal and regulatory provisions related to their activities. In this regard, the Parties agree to respect:

all legal and regulatory provisions in the fight against corruption and influence peddling, including, but not limited to, the French Penal Code, Law n°2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life (known as the Sapin 2 Act), the US Foreign Corrupt Practices Act, the UK Bribery Act, and any other legislation or regulations against corruption applicable to the execution of the Contract,

(ii) the national, European and international legal and regulatory provisions relating to international economic sanctions (hereinafter referred to as "Economic Sanctions"), including in particular, embargoes, programmes and measures of prohibitions and/or restrictions against certain countries, individuals or entities, when applicable to them, enacted in particular by the United Nations, the European Union, its Member States or the United States,

(i) and (ii) hereafter the "Compliance Rules".

Each Party declares and warrants that it, its officers, representatives and "principal shareholders and/or principal beneficiaries" (defined for the purposes of the Agreement as any natural or legal person that directly or indirectly, individually or jointly holds more than 50% of the voting rights in one of the Parties, or controls it directly or indirectly, individually or jointly) are not subject to Economic Sanctions.

Each Party guarantees:

- have effectively implemented and maintained appropriate prevention, detection and remediation measures, including in particular with its officers, employees, representatives and controlled companies involved in the performance of the Agreement, to comply with the Compliance Rules,
- obtain from its subcontractors, suppliers and other business partners involved in the performance of the Contract, the commitment to comply with the Compliance Rules.

Each Party undertakes:

- at any time and in a short period of time to comply with requests from the other Party for evidence of the implementation of the above measures,
- and to inform the other Party of the remedial measures put in place to comply with the Compliance Rules, if the other Party becomes aware of a breach of said Compliance Rules (committed by it or any of the aforementioned persons) and makes the request.

Article 25 - Contractual documents

General conditions and their annexes:

Reference only

Orange Restricted

Reference only

Appendix 1: Tariff Sheet

Annex 2: Special Conditions - Information Sheet

Appendix 3: Operator Contacts – Support line

The contractual documents are in ascending order: the General Conditions and annexes, it being understood that in case of contradiction between them, the documents of higher rank will prevail, unless expressly provided otherwise.

Reference only

Reference only
Orange Restricted