

# Service description

## Flux Vision

### 1. Object

The purpose of this service description is to define the basic conditions under which Orange Business Services provides the “Flux Vision” service to the Customer.

The Service is subject to the Orange Business Services General Conditions.

A Contract is made up, in descending order, of the following documents: the Order Form, the Technical and Commercial Proposal, the Service Description, the Orange Business Services General Conditions.

In case of discrepancy or contradiction, the higher ranking document will prevail.

The associated Orange Business Services General Conditions are available at :

[https://documentscontractuels.orange.fr/contrats-obs-sa\\_cg\\_3727.pdf](https://documentscontractuels.orange.fr/contrats-obs-sa_cg_3727.pdf)

### 2. Terminology and definitions

**Study:** transformation of technical data from the Orange mobile radio network into statistical data with a view to producing reports to the Customer.

**Report :** the deliverable is made up of all the statistical indicators provided according to the Service offer chosen by the Customer. This deliverable is considered as Result within the meaning of the General Conditions.

**Final Report :** the last Report delivered to the Client on a given Study (which may be the only Report depending on the Service offer subscribed). This last Report is considered as Result within the meaning of the General Conditions.

**Learning Period :** Refers to the period of time that defines customer segmentation (upstream of the Study Period)

**Study period:** the period of time during which the Study is carried out (the dates of the start of the Study and the end of the Study are entered in the order form)

**Service :** carrying out Studies, producing Study Reports and providing associated services (ex: After-sales service, etc.)

**Study Area :** Observation area of a Study, dependent on the coverage of the antennas of the Orange mobile radio network.

### 3. General definition of the Service

Orange Business Services offers a Service aimed at providing statistical indicators making it possible to analyze the frequency and type of travel of people in one or more determined geographical areas.

The Service has multiple applications: studying the movement of people, analyzing the tourist attendance of a city / region, a sporting / cultural event, or even the attendance of catchment areas.

The Service is based on raw technical data from Orange's mobile network, processed and anonymized in real time by algorithms from Orange's know-how, to turn them into statistical indicators which are then extrapolated at the same time for a present total population, which is the subject of a precise explanatory note when the Reports are delivered.

This extrapolation, to be as precise as possible, is directly interlinked with a method of analyzing attendances and mobility. In particular, it takes into account the local variations in Orange's market shares depending on the determined statistical origin of the mobiles contributing to an indicator, but also the bias directly linked to the measurement system constituted by the mobile radio network.

The accuracy and availability of the produced indicators will depend on the coverage of the radio-mobile network of the observed areas. This will be studied at the launch of the project. Any limits will be detailed on this occasion. In all cases, it is recalled that like any method based on statistics, the final result of the indicators may present a bias of a few percent.

No raw data from the mobile network is and cannot be archived, either upstream or from the launch of the solution.

All of the services associated with this Service will be performed at Orange Business Services premises in mainland France. The Service does not require any installation of equipment or software or maintenance of equipment at the Customer's premises.

## 4. Service compliance

The algorithms used by the Service permanently guarantee irreversible anonymization by deleting any personal data and making it impossible to identify a natural person, as well as direct or indirect re-identification.

To meet regulatory requirements, the smallest analyzable population sample, even with socio-demographic criteria such as age group, male / female distribution, never represents a population of less than twenty (20) people. It is thus impossible to analyze the behavior of a single individual.

These exclusive algorithms, developed by Orange researchers, are the result of several years of research and comply with the recommendations of the Commission Nationale Informatique et Libertés (CNIL), to whom they were presented during the design of the Service and before its commercial launching.

## 5. Duration of the Service

The provision of the Service begins with the signature of the Flux Vision Purchase Order and ends with the delivery of the Final Report. Deliveries of Interim Reports may be scheduled depending on the Service offer subscribed.

Regarding the Flux vision products in AWS Data Exchange marketplace, customer's subscription duration to the specific Flux vision data refers to the duration of the service.

## 6. Geographic availability

The Service is available in mainland France. The reference time for the entire Service is metropolitan France time.

This geographic availability for Flux vision data availability can be extended in AWS Data Exchange Marketplace into Belgium, Monaco, Slovakia, Spain, Romania and some MEA countries. This detail will be precisely communicated in each offer in AWS Data exchange Marketplace.

## 7. Billing and payment

It is presented according to the following schedule if the study is customized and the process of invoicing with a concerned customer is executed out of AWS Data Exchange marketplace.

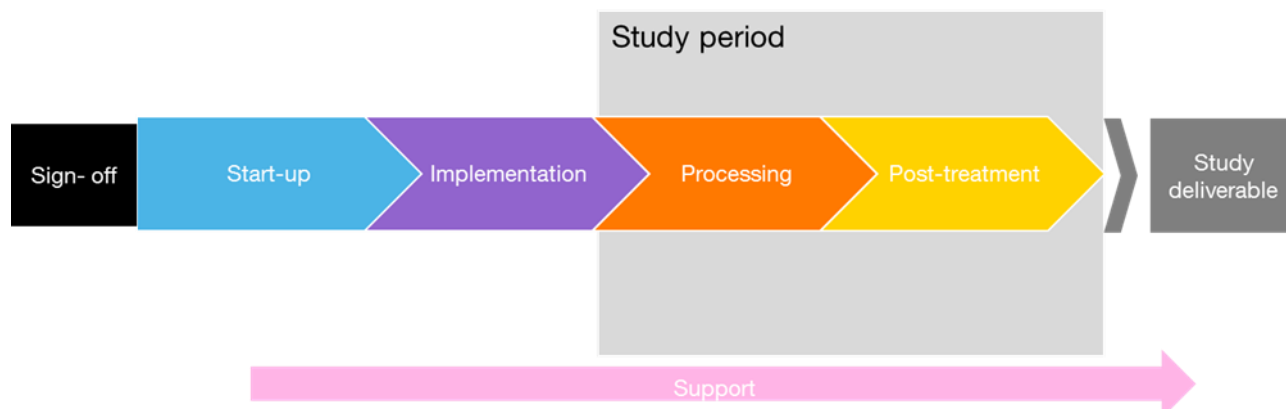
- Invoicing of a deposit of 30% at the time of the Order, then:
  - If the Study Period is equal to or less than 6 months: invoicing of 70% upon delivery of the Final Report.
  - If the Study Period is equal to 7 months and less than one year : invoicing of 40% when half of the Study Period has elapsed and 30% upon delivery of the Final Report.
  - If the Study Period is one year: invoicing 40% in the 6th month and 30% upon delivery of the Final Report.
  - If the Study Period is two years: invoicing of 20% in the 6th month, 20% in the 12th month, 20% in the 18th month and 10% upon delivery of the Final Report.

Payment is made by bank transfer or by direct debit payable to Orange Business Services.

In case Customer proceeds Flux Vision subscription through AWS Data Exchange Marketplace, the payment condition and process will be either followed by AWS Data exchange or by Orange Business Service depending on agreement between Customer and Flux Vision

## 8. The different phases of the Service for tailor made offer

The provision of the Service on tailor made offer of Flux Vision is made up of a preliminary phase and 4 execution phases.



## 8.1 Preliminary phase - technical feasibility check

Upstream of the Order, and unless otherwise specified in the tailor made Flux vision customer offer, in order to ensure the technical feasibility of the service, the Customer must send to the following address : [fluxvision.support@orange.com](mailto:fluxvision.support@orange.com) , the following :

- Administrative data of the type: Postal code or INSEE code of the municipality, or IRIS zone of the geographical area to be studied
- The area described on a map (e.g. Google maps)

On this basis, Orange Business Services is carrying out a preliminary study.

Upon receipt of the pre-study results, if the opinion is positive, the Customer can order the Service via a Purchase Order to Flux Vision and can be delivered via AWS Data Exchange or choose a different format of delivery that is agreed upon between Customer and Flux vision.

## 8.2 Contractual phase

AWS Data Exchange Flux vision offers are fully packaged in a definitive format regarding its study period and its geographic definition. Flux vision products in AWS Data Exchange are off the self-product. Once customer's subscription demand is qualified and validated by Flux vision. Customer can fully enjoy the Flux vision through AWS Data Exchange marketplace.

### 8.2.1. Start of a tailor made offer

Once the Purchase Order has been placed, a project launch meeting between the Parties takes place in order to definitively validate the indicators to be provided.

### 8.2.2. Learning period for a tailor made offer

This phase consists of defining and building the customer segmentation, which will be the subject of the Study :

- Confirm the specific settings that will be used during the production of the Service
- Test and validate the processing and projection of indicators to the total population.

### 8.2.3. Study period for a tailor made offer

During this period, the technical data is anonymized, integrated and transformed into statistical indicators. The statistical model is applied, via algorithms, to the data collected in order to be projected to the total population present.

### 8.2.4. Delivery of Study Reports for a tailor made offer

The delivery conditions for each variation of the Service are described in the purchase order or to create an appendix which can be added up in order to clarify study and its delivery condition.

The Final Report is the last Study Report delivered to the Client and marks the end of the Subscribed Service. The Service is accepted upon notification by the Customer of receipt of this Report at the following support address : [fluxvision.support@orange.com](mailto:fluxvision.support@orange.com)

In the absence of a return from the Customer within one (1) month, the Final Report is automatically returned to the Customer. This Return constitutes tacit acceptance by the Customer of the Subscribed Service.

## Report delivery format for a tailor made offer

- Methodological report: in PDF format, this file accompanies the data to facilitate the interpretation of the results and summarize the assumptions and methods used. This methodological report makes it possible to identify, where applicable, the limits and main sources of uncertainty.
- " Data in tabular format " report: the data consists of .XLS files that can be consulted in particular with Microsoft Excel. These are data files in tabular format with one row per date and per area or nationality if necessary and one column per segment. One file per indicator will be delivered. This format makes it possible to extract data and cross-reference them with various sources or to feed an own visualization database.
- Report in Microsoft Power BI ®format : Using Microsoft Power BI ®, data in tabular format is transformed into rich and dynamic visual elements. This “ interactive rendering ” presents the indicators in the form of dynamic graphics and maps.

All of these tailor made deliveries are available on a dedicated account via AWS data exchange via private mode or via a secured web portal Flux Vision Customer Area accessible depending on customer's needs.

### **8.2.5. After-Sales Service on Study Reports (including Flux vision Data Exchanges offer)**

During the service period and within 30 days of delivery of the Final Report or during AWS Data Exchange subscription period, the Customer can contact the support service at the following address: [fluxvision.support@orange.com](mailto:fluxvision.support@orange.com) for any questions concerning the results of the Studies which have been provided by Flux vision.

In the event of a malfunction in the provision of Reports, the Customer reports any incident affecting these reports by means of this E-Mail address.

The After-Sales Service records the date and time of the signaling and provides the Customer with a registration number for the signaling.

Interventions on reported incidents take place Monday to Friday from 9 a.m. to 6 p.m. (mainland France times), excluding public holidays. Orange Business Services is implementing the necessary means to restore the situation.

Orange Business Services sends, on demand, the Customer by e-mail a report on the interventions carried out, specifying the nature of the malfunctions and the results obtained.

## **9. Conditions for terminating the Service**

### **9.1 Early termination of Orders by the Customer**

It is specified that in the event of early termination by the Customer of an Order in progress, not caused by fault by Orange Business Services, the Customer will remain liable for all the amounts due for the Service.

### **9.2 Suspension or Termination of the Service by Orange Business Services**

In addition to the stipulations of the General Conditions, Orange Business Services reserves the right to suspend the Service or to terminate the Contract if the operator of the Orange mobile radio service, supplier of technical data, is obliged to terminate access. of its data for legal or regulatory reasons.

In this case, Orange Business Services will reimburse the difference between the part of the Service paid by the Customer but not yet delivered.

The calculation of reimbursement indemnities will therefore be done on a pro rata basis. The amounts of services which have not been the subject of a delivery of Study Reports will be reimbursed or not invoiced.

## **10 Liability**

Notwithstanding the liability limit set in the liability article of the general conditions, in any event the Customer's right to compensation in the event of the Service Provider's failure to perform the Contract or any omission or non-compliance with a declaration or of the application of any guarantee provided for in the Contract, shall not exceed 50% of the amount owed by the Customer for the services.

The Customer is informed that the Studies are carried out on the basis of the technical data of an operator emanating from his radio-mobile network. This network may be subject to interruptions linked to scheduled operations or accidental outages over which the Service Provider has no control. It is understood between the Parties that these interruptions cannot be considered de facto as a contractual failure. However, it is understood that in the event that these interruptions render one or more Reports unusable with regard to the Subscribed Service, Orange Business Services, as the sole and unique indemnity, will reimburse the Customer in proportion to this loss of use.

## 11 Data usage

The statistical data content in the Reports are protected by business secrecy. These data are confidential and remain (by exception to the General Conditions) the property of Orange Business Services, an economic value for Orange Business Services and are subject to the protection measures below.

Orange Business Services authorizes this data to be used for the purposes of observation and analysis of attendance and the mobility of the profiles of groups of individuals in a given area. As part of these uses, the Customer can then share this data with the partners only if they need to know about it and customer is subject to making them respect the conditions and limitations at least as restrictive as those of this article.

On the other hand, no exploitation / publication / provision, for payment or free of charge, making the statistical data public directly or via the Reports is authorized, except in the case of synthesized information resulting from analyzes carried out by the Client from original Flux vision statistical data, and in no case the data in their formats as delivered by the Service.

Any use / publication / provision of Reports and their content is also prohibited.

Any breach of this obligation of business secrecy will result in an immediate termination of the Contract, the destruction of the associated statistical data and the payment of a compensatory indemnity of 3 times the amount of the order.

## ORANGE BUSINESS SERVICES ORDER FORM TERMS AND CONDITIONS

**"Affiliate"** means any entity controlling, controlled by or under common control with the Parties, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise. **"Agreement"** means collectively, the General Conditions, the Service Annexes and Order(s). **"Business Day(s)"** means the normal Orange working day in each country where the Services are provided, excluding public holidays in such countries. **"Charges"** means the fees and rates that Orange will charge Customer for the Service provided as set out in the Order(s). **"Confidential Information"** means any confidential information disclosed by the other Party (whether or not marked as "Confidential"), except for any information that is publicly available at the time of disclosure, subsequently becomes publicly available through no breach of Clause 5 below by either Party, or is rightfully acquired from a third party who is not in breach of an agreement to keep such information confidential. **"Country of Jurisdiction"** means the Country in which the Orange has its registered office. **"Customer"** means the entity identified in the Order to which Orange will provide the Service. **"Date of Acceptance"** shall have the meaning ascribed to it in the relevant Specific Conditions. **"Expenses"** means all travel, subsistence, accommodation and any other expenses necessarily incurred by Orange during the Service Term of a SOW, whether at Customer's premises or elsewhere. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of a Party, which adversely affects the performance of any of its obligations under the Agreement, including (without limitation) acts of God, fire, flood, storm, lightning or other adverse weather events; acts of government or authority (including the refusal or revocation of any license or consent) or public enemy; national emergencies, insurrections, civil commotion, public demonstration, act of vandalism, sabotage, riots, war or acts of war (declared or undeclared or threat of war) or terrorism; power failures; lockouts, strikes or other industrial disputes; any legislative or regulatory restriction or prohibition on trade imposed by a national or international body or authority, or any change thereof; and acts or omissions of the other Party, or a third party supplier. **"General Conditions"** means these terms and conditions. **"IPR"** means all intellectual property rights subsisting in inventions, patents, design rights, copyrights, trademarks, trade names, service marks, internet domain names, email addresses, database rights, trade secrets, know-how, in each case, whether registered (including any applications for registration) or unregistered, and any other intellectual property right whatsoever and wherever enforceable. **"Location"** means Customer's location identified in the Order as where the Service will be provided. **"Orange"** means the Orange entity identified in the Order. **"Order"** any request for a Service issued by Customer or a User, using (a) the then-current Orange standard order form for a particular Service, (b) the Online Tool or (c) such other order form as mutually agreed upon by the Parties. **"Parties"** or **"Party"** means either Orange and/or Customer, as the context requires. **"Preparatory Work"** means any work that is necessary for Orange to supply a Service or enable proper operational state of a Service at a Location, but is not included as part of the relevant Service offering as described in the applicable Service Description. **"Product"** means a device or piece of hardware (which may include software) which may be purchased by Customer under this Agreement. **"Professional Services"** means Orange consulting and/or other professional services as described in a SOW. **"Service(s)"** means the service(s) to be provided by Orange to Customer hereunder, as identified in the Order and described in the applicable Service Description. **"Service Annex(es)"** means individually and collectively, the Specific Conditions, the Service Description and SLA, which are incorporated by reference into the Agreement. **"Service Description"** means the Orange standard description for the Services identified as a "Service Description" as published on the Website. **"Website"** means <http://www.orange-business.com/en/service-publication>. **"SLA"** means a Service Annex that describes the service levels, measurement procedures and remedies available for the Services, which are identified as "SLA" or "Service Level Agreement" as published on the Website. **"SOW"** means a statement of work document that describes the Professional Services and is incorporated herein by reference upon execution of such SOW by both Parties. **"Specific Conditions"** means the Service-specific terms and conditions governing particular categories of Services, as set forth in the respective Service Annexes to the Agreement (as published on the Website). **"Users"** means users of the Services who have been designated by Customer and authorized by Orange in writing as the recipient of the Services, and includes Customer and any of its Affiliates designated in an Order as the recipient of the Services. **"Year"** means each period of 12 months commencing on the date the Order is accepted by Orange and, thereafter, on each anniversary of such date.



In addition to the capitalised terms defined above or elsewhere in these General Conditions, all other capitalised terms used but not defined in these General Conditions will have the meanings set out in the Service Annexes.

The Agreement incorporates by reference the provisions of the Specific Conditions, Service Descriptions, and SLAs, as published on the Website. Without limiting the foregoing incorporation by reference, the Parties acknowledge that: in relation to the provision of Product(s) by Orange, the Specific Conditions for Integration Services shall (without limitation) apply; in relation to the provision of maintenance services for such Products (or otherwise), the Service Description for Operational Support Services shall (without limitation) apply; and in relation to Professional Services, the Specific Conditions for Professional Services shall (without limitation) apply.

By signing an Order (which will refer to (i) the relevant Service(s) described in Service Description(s) or a SOW(s) (as the case may be) and/or (ii) Product(s)), Customer acknowledges that it has read the applicable Service Annexes and agrees to the provisions thereof. Any change or modification by Orange to such published Service Annexes will be binding upon Customer provided that it does not adversely affect the service levels or result in increased Charges to Customer.

**1. ORDERS.** The provision of the Services is contingent upon Customer entering into of an Order for each Service. All Orders are subject to acceptance by Orange. Any pre-printed terms and conditions issued by the Customer (for example, by attaching such terms to an Order) will be deemed null and void. Customer shall complete an Order for Services using one of the following (as instructed by Orange):

- a) the then-current Orange standard order form sent to Orange by email (for example, in PDF format) or facsimile, or an original delivered to Orange; or
- b) the Orange online quoting and ordering tool within “My Service Space” or such other tool as Orange may designate, which shall be made available to Customer at a URL notified by Orange (“**Online Tool**”). In relation to Orders processed through the Online Tool, Orange will only consider an Order issued by Customer if, following an Order being presented on the screen, Customer selects the ‘Approved’ option.

The Order shall only be deemed to be accepted at the time Orange sends to Customer or User a written acceptance of the Order. For the avoidance of doubt, this includes the time an e-mail conformation of approval of the Order is sent by Orange to Customer or User.

**2. CHANGE ORDERS.** All revisions to a previously issued and accepted Order shall be provided in writing, signed by duly authorized Customer personnel and accepted in writing by Orange. Customer agrees that it shall pay any reasonable costs incurred by Orange in relation to the preparation for the initially requested Services and those incurred in revising the Services. To the extent that price quotations for any adds, moves, or changes of the Services are available on the Online Tool, Customer shall use the Online Tool for obtaining such quotations.

**3. USERS AND CUSTOMER’S AFFILIATES.** Customer will remain an Orange customer of record for all Services provided hereunder. Customer will be responsible for the acts or omissions of its Users and any of its Affiliates which procure Services from Orange under the Agreement and for the payment of all Charges for Services provided hereunder, including Services provided to Users and Customer’s Affiliates.

**4. CHARGES.** All Charges will be invoiced by Orange to Customer in the currency set out in the Order, monthly in advance for all fixed recurring charges and monthly in arrears for all other charges and will be payable, without deduction, withholding or set-off, within 30 days of the date of the invoice (“**Due Date**”). Unless stated otherwise in a SOW, all Expenses will be re-invoiced to Customer at Cost, and will be supported by copies of relevant documentation.

The amounts set out in the Order do not include taxes (including, without limitation, VAT, sales, excise, gross receipts and withholding taxes, universal service fund fee, and any similar tax or any government imposed fees or surcharges which may be applicable thereto), which will be invoiced to Customer in accordance with local law. Customer agrees to pay or reimburse Orange for all such taxes or fees, excluding tax on Orange’s income. In respect of withholding tax, Customer will pay such additional amounts as may be necessary, such that Orange receives the amount it would have received had no withholding been imposed.

If Customer fails to pay Charges or Expenses as they become due, Orange is entitled, without prejudice to its other available rights and remedies, to: (a) charge interest on a daily basis from the original Due Date at the rate of 8% above the base rate of the national bank of the Country of Jurisdiction or the highest

amount chargeable by law; and/or (b) suspend the Service, having given fourteen (14) days of prior written notice of its intention to do so, if Customer fails to remedy its payment default during that time.

If Orange or its sub-contractor attempts to make a scheduled visit to a Customer or User's Location to fulfil an obligation under the Agreement, but is unable to do so due to any act or omission by Customer or User, Customer will pay Orange for such visit at the then-current Orange hourly labor rate and for reasonable travel and out of pocket expenses duly documented by Orange.

If Orange is required to perform Preparatory Work, Customer will pay Orange for the Preparatory Work at the then-current Orange hourly labor rate, plus the cost of any materials provided to Customer by Orange, unless otherwise agreed by the Parties.

**5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.** All IPRs subsisting in the Service are either licensed to or owned by Orange, and nothing contained in the Agreement will be deemed to convey any title or ownership interest therein to Customer. During the Service Term or Extended Term and for 3 years after expiry of the Agreement, each Party will: (a) use Confidential Information only for the purpose of the Agreement (which may include disclosure to all necessary sub-contractors); (b) only disclose the Confidential Information to a third party with the other Party's prior written consent, except (i) to its professional advisers and auditors and as regards Orange, to its Affiliates or (ii) pursuant to the order of a court or governmental authority, giving the other Party as much notice as reasonably practicable; and (c) use reasonable endeavours to prevent the unauthorized use or disclosure of Confidential Information using at least the same degree of care exercised to protect its own Confidential Information.

**6. EXCLUSIONS AND LIMITATIONS OF LIABILITY.** Neither Party will be liable (whether in contract, tort, including negligence, or otherwise) in respect of any claims for any

- a) loss of business, revenue, profits, anticipated savings, business opportunity;
- b) loss of data and losses resulting from missing, contaminated or misdirected e-mail messages or message contents, or corruption of data;
- c) loss of goodwill or reputation; or
- d) indirect, consequential or special loss.

Except for completing any payment obligations and subject to the above exclusion of losses, each Party's total aggregate liability under the Agreement (whether in contract, tort, including negligence or otherwise) is limited to, for all claims arising in any Year, an amount equal to the Charges incurred hereunder in the 12 months immediately preceding the cause of action or, where less than 12 months' Charges have been incurred, an amount equal to the average monthly Charges incurred from the Date of Acceptance until the date on which such cause of action arose multiplied by twelve. Nothing in the Agreement will exclude or restrict any Party's liability for death or personal injury caused by negligence.

Orange shall not be liable for any failure or delay to fulfil its obligations under the Agreement to the extent that such failure or delay is attributable to the Customer's act or omission, or Customer's failure or delay to comply with a responsibility or an obligation under the Agreement.

Orange excludes, to the extent permitted by law, all warranties, conditions and representations, express or implied by statute, common law or otherwise, including any warranty or condition of satisfactory quality or fitness for a particular purpose with respect to the Service.

**7. TERM AND TERMINATION.** Unless otherwise stated in the Agreement or terminated earlier in accordance with the terms of the Agreement, each Order will commence from the Date of Acceptance and shall continue for the term specified on such Order (the "**Service Term**"). The Service Term will automatically renew for consecutive 12 months periods (each, an "**Extended Term**"), unless terminated by either Party upon 90 days written notice prior to the end of the Service Term or of the then current Extended Term.

Either Party may terminate the Agreement upon notice to the other Party with immediate effect, without prejudice to any other rights or remedies it may otherwise have if: (a) the other Party commits any material breach of the Agreement and does not remedy the breach (if it is capable of remedy) within 30 days of notice of the breach being given by the non-defaulting Party; (b) the other Party becomes insolvent or makes any special arrangements, composition or assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction; or (c) a receiver is appointed over a material part of the other Party's assets or undertakings.



Orange may terminate the Agreement immediately by written notice if Customer fails to pay any of the Charges by the relevant Due Date.

Clauses 4, 5, 6, 8, 10 and 11 will survive termination or expiry of the Agreement.

**8. NOTICES.** All notices between Customer and Orange will be in writing to the address and contact person specified in the Order or as otherwise notified in writing and will be sent by registered mail, postage prepaid, (notices being deemed to have been given three (3) days after the date of mailing) or by confirmed facsimile.

**9. ASSIGNMENT** Neither Party may assign the Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

**10. APPLICABLE LAW AND ARBITRATION.** The Agreement will be governed by the laws of the Country of Jurisdiction. All disputes arising in connection with the Agreement will be settled by arbitration before a single arbitrator in the capital city of the Country of Jurisdiction in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitrator's award will be final and binding on the Parties.

## **11. GENERAL**

11.1 Force Majeure: Except for completing any payment obligations, neither Party will be liable for any delay or failure or for the consequences of any delay or failure in fulfilling any of its obligations under the Agreement if such delay or failure is due to a Force Majeure Event.

11.2. No Waivers: No failure or delay of either Party in exercising any right, power, or privilege in whole or in part, under the General Conditions or at law (and no course of dealing between the Parties) will operate as a waiver thereof or of any other right, power or privilege.

11.3 Third Party Beneficiaries, Partnership or Agency: Nothing in the Agreement will be construed as conferring any rights or benefits on any person or entity other than the Parties and any rights that purport to confer such rights and benefits are excluded. The Agreement is not intended to create a joint venture, partnership or agency between the Parties and neither Party has the right to act in the name of the other Party.

11.4 Variation: A variation of the Agreement is valid only if it is in writing and signed by the authorised representative of each Party.

11.5 No resale of Orange Services: Except as expressly authorised by the Agreement, Customer will not resell or otherwise make available the Services to any third party. Any breach of this provision is a material breach of the Agreement.

11.6 Entire Agreement: The Agreement represents the entire agreement and understanding between the Parties for the provision of the Services, and supersedes all other agreements, representations (innocent or negligent), oral or written, and all other communications between the Parties relating to the Service. Neither Party will be bound by or liable to the other Party for, any representation, promise or inducement made by any agent or person in the other Party's employ which is not expressly set out in the Agreement.

11.7 Compliance with Laws: The Parties shall comply in all material respects with applicable laws, rules and regulations, now in effect or hereinafter enacted or adopted, in the jurisdiction in which the Services are provided (including, without limitation, applicable data protection laws, in which case, Customer will be acting as data controller and Orange will be acting as data processor). In accordance with the foregoing, each Party shall comply with all applicable: (a) local licenses or permit requirements; and (b) customs and export, import and/or re-export control laws and regulations of the European Union and its member states, the United States, and/or others relevant countries, which may apply to certain equipment, software and technical data provided. The Parties agree that Orange will provide the Services and that Customer will use the Services, and ensure that all Users use the Services, in accordance with and subject to the 'Trade Controls, Logistics Services, Delivery and Customs Clauses' set forth in the Website.

11.8 Reservation of Rights: Orange will be fully entitled to refuse, suspend or discontinue the provision of Services to Customer or any User in any location by providing to Customer as much prior notice as is appropriate under the circumstances, if Orange, in its reasonable discretion, determines that the provision of Services will in

any way jeopardize the ability of Orange or authority to provide the Services (either to Customer, any User or any other customer or generally) in any country, in the event of such refusal, suspension, or discontinuation of Services, the Parties will consult with each other in an attempt to find an alternative solution, if any, that would allow the provision of the relevant Services to that location. Orange reserves the right to control, direct, and establish procedures for the use of the Services, and Customer agrees to follow these procedures. Orange also reserves the right to make operational changes to the Services as it may require in its sole discretion, but such changes will not adversely affect the SLA, nor result in increased Charges to Customer.

11.9

Order of Precedence: In the event of a conflict between the General Conditions, any Service Annex or any Order, the order of precedence will be as follows, unless otherwise expressly stated in any Service Annex: (a) the General Conditions; (b) the Specific Conditions; (c) the Service Annexes; and (d) the Orders.