Business Services

SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES

1. **Definitions.** The following capitalized words and phrases will have the meanings given below in this Clause 1 (*Definitions*). All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions.

   "**Business Hours**" means the normal Orange working hours for each Business Day.

   "**CPE**" means the equipment (including hardware, cables, connectors, and related software) that is supplied by Orange as part of the Services and managed by Orange for use with such Services at the Locations. For the avoidance of doubt, CPE is never owned by Customer.

   "**Private Branch Exchange**" or "**PBX**" means the Customer-owned telephony system at the Locations.

2. **Charges.**

   (a) During the Service Term, Orange will not increase the Charges for the Voice Services unless there is a change in the cost structure or the market of all or any part of the Voice Service, or unless otherwise specified in the Charges Schedule. In such cases, Orange will notify Customer of any price increase in Charges at least 1 month prior to the effective date of the increase.

   (b) Notwithstanding anything to the contrary contained in the General Conditions, if any increase in Charges pursuant to Clause 2(a) is greater than 3%, Customer may terminate its Voice Services by providing notice of termination within 30 days following receipt of Orange's notice of the Charges increase. Termination will only be permitted for the Voice Services subject to and affected by the increase in Charges, and will be effective 30 days after Orange's receipt of Customer's termination notice. The requirement for Customer to provide notice in accordance with Clause 8 (*Notices*) of the General Conditions, and within 30 days from receipt of Orange's notice of the increase in Charges, are material requirements for Customer's termination of the Voice Services under this Clause 2, and Orange will not be required to honor or consider any Customer notice received by Orange after 30 days or otherwise not in compliance with Clause 8 (*Notices*) of the General Conditions.

3. **Customer Obligations.** Customer will adapt its telecommunications and telephony equipment and systems (e.g., upgrades or changes to PBX, boards, software, etc.) as required for the installation and operation of the Voice Services (including CPE) and will keep such equipment and systems in conformity with all applicable laws and regulations issued by the relevant authorities necessary to allow their connection and use with the Voice Services. The terms of this Clause 3 are in addition to the provisions set forth in Clause 8 (*CPE*) below.

4. **Connection of Services.** Orange will use reasonable efforts to have the Date of Acceptance for the Voice Services occur no later than the Committed Delivery Date, or if no such date is stated on the Order, then as soon as possible after the date the Tail Circuits are made available by the TOs. Orange will notify Customer of the successful completion of the Acceptance Tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Customer will be deemed to have accepted a Voice Service on the date on which Orange issues a Service Commencement Notice for that Voice Service, unless Customer notifies Orange in writing of a material fault in the Voice Service within 5 Business Days of receipt of the Service Commencement Notice. In such event, the acceptance process described in this Clause 4 will be repeated. Notwithstanding anything to the contrary contained in the General Conditions, Orange will not be responsible or liable for any delay caused by TOs.

5. **Tail Circuit Allowance.** With respect to Tail Circuits, Customer is solely responsible and obligated to ensure that the unobstructed distance between (a) the last point of responsibility of the TO ("**Demarcation**") and (b) the first piece of equipment or its connective cabling on the Customer side of the Demarcation, is 50 feet/15 meters or less (the "**Allowance**"), unless Orange approves a greater Allowance in writing.

6. **Fraud Management.** Although Orange uses various tools and processes to detect abnormal call patterns or call volume variations across the Orange Voice Network, Orange is not be responsible for monitoring Customer Location usage pattern. However, if Orange discovers or reasonably believes fraudulent calls are being made, Orange may take immediate action that is reasonably necessary to prevent such fraudulent calls from taking being made, including denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service to or from specific locations. Orange shall use reasonable efforts to notify Customer if Orange takes such action. Customer is responsible for paying Orange for all charges for Service, even if incurred as a result of fraudulent or unauthorized use, except that Customer will not be responsible for fraudulent or unauthorized use (A) by Orange or its employees, and (B) by third parties to the extent that such use (i) is caused by Orange's gross negligence or willful misconduct, or (ii) originates on Orange's side of the demarcation point. Customer will defend, indemnify, and hold harmless Orange and its Affiliates from and against all Losses arising out of or relating to any such fraud.

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7. **Invoicing**. Charges for Voice Services will commence from the Date of Acceptance of the Voice Service at a Location, except that (a) Tail Circuit Charges will commence from the date of installation of the Tail Circuit by the TO, and (b) any Software license Charges will commence from the date of delivery of the Software to Customer.

8. **CPE.**

8.1 The CPE will remain the sole and exclusive property of Orange or its suppliers, and no User will obtain any property rights or interest in the CPE.

8.2 The Parties will agree to the dates for the installation and connection of CPE, and Customer will provide all necessary assistance to enable Orange to complete the installation, connection, and disconnection of CPE.

8.3 Customer will not sell, assign, sub-let, pledge or part with possession or control of CPE or any interest therein, and Customer will keep CPE free from distress, liens or claims of lien.

8.4 Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on CPE. Customer will not modify or move the CPE or allow anyone other than Orange to modify or move the CPE without Orange's express written permission.

8.5 Customer will maintain proper environmental conditions (e.g., air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or CPE manufacturers.

8.6 Customer will provide a secure and safe environment for the CPE with adequate access to data communications circuits and a back-up power supply, including protecting the CPE from tampering and any usage outside of the provision of the applicable Service.

8.7 Prior to commencement of installation of any CPE, Customer will advise Orange of potential health hazards to Orange personnel providing Services at the relevant Location, including any hidden power, gas or water lines, and the existence of any material constituting a health risk (e.g. asbestos).

8.8 Upon termination or expiration of the relevant Order, Customer will surrender possession of CPE to Orange in good order, repair, and condition, reasonable wear and tear excepted.

8.9 Orange will maintain the CPE in good working order for the duration of the Service Term. If a lapse in the Service is caused by a failure in the CPE, then Orange will repair the fault following notification of the failure by Customer or detection of the failure by Orange, whichever occurs first. Orange may be required to dispatch a field engineer to the Location to repair the CPE, and Customer will promptly provide access to the Location where the CPE is installed.

8.10 Orange may charge Customer the Hourly Labor Rate for time attributable to, and for Expenses and the costs of materials it incurs as a result of, visits to a Location or repairs to CPE that are required due to: (a) damage to the CPE not caused by Orange; (b) repairs carried out by non-Orange personnel that have not been approved by Orange; (c) modifications to the CPE that have not been approved by Orange or have been carried out by personnel not approved by Orange; (d) improper treatment of the CPE by Customer; (e) failure by Customer to meet Orange's or the CPE manufacturer's specifications on environmental conditions; or (f) User's negligence or intentional misconduct.

8.11 Customer will be liable for any loss or damage to the CPE beyond reasonable wear and tear and for all costs (including cost of labor and material), incurred by Orange to repair or replace the lost or damaged CPE, unless such CPE loss or damage was caused by, or the repair or replacement was necessary due to, the fault of Orange, its Subcontractors, or agents. If the CPE is damaged or destroyed by any User, Customer will notify Orange within 2 days of such damage.

9. TERMINATION OF SERVICES.

9.1 **Cancellation of Orders.** Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Service or cancellation (including any amounts payable to any third party suppliers or TOs for which Orange is liable on behalf of Customer).

9.2 **Termination of Orders and Termination Liability.** If Customer terminates an Order or Service for any reason during the applicable Service Term, then Customer will provide Orange with at least 90 days prior written notice ("**Minimum Notice Period**") using the Orange-prescribed termination or cancellation form (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term (1) Customer terminates an Order other than pursuant to Clause 7.3 (*Termination for Cause*) or Clause 7.4 (a) of the General Conditions, or (2) Orange terminates an Order pursuant to Clause 7.3 or Clause 7.4 (*Termination as SLA Remedy or Occurrence of Force Majeure*) of the General Conditions, then Customer will pay: (a) all accrued but unpaid charges incurred through the date of termination, plus (b) the following termination charges: (i) Customer will reimburse Orange for all third party charges, including an amount equal to the aggregate of the Charges for Tail

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Circuits that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (ii) Customer will pay Orange $1,500 for each Location with CPE and $250 for each Location without CPE; (iii) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of disconnection, based on the original price paid by Orange for the CPE plus 15% of such original price as a fee for administration and disconnection; and (iv) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (*e.g.,* installation waiver credit) on a prorated basis.

The termination liability set forth in this Clause 9.2 is in addition to any other remedies available to Orange.

9.3 **Termination Information.** Upon the cancellation or termination of any Order or Service, Customer will provide all information reasonably requested by Orange regarding the Service as of the date of termination, including the Location address, contact name, telephone number, and Location ID.

END OF SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES

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