



1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER – MANAGED EXCHANGE SERVICE

1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will control for purposes of this Service Description. Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them elsewhere in the Agreement.

"**Active Directory®**" means the Microsoft directory management software that the Exchange Service uses to identify valid Users and the attributes of the User needed for the operation of the Exchange Messaging Service.

"**ActiveSync®**" means Microsoft Exchange ActiveSync an XML based protocol that allows mobile devices to synchronize email, contacts, calendar, tasks, and notes with the Microsoft Exchange Server.

"**Anti-Virus Software**" means the Software provided by Orange that screens emails for known viruses.

"**Client**" means the workstation, including the hardware and software that Users use to connect to the System for the Exchange Messaging Service.

"**Customer Domain**" means the domain used in Customer's VPN.

"**Domain Controller**" means the device that authenticates Customer Domain logons and maintains the security policy and master database for a Customer Domain.

"**Exchange**" means the Microsoft® Exchange Server 2010 based messaging system that allows Users to send and receive content, including email.

"**Exchange Messaging Service**" means the Business Together - Managed Exchange Service, as described in this Service Description.

"**Microsoft Exchange Native Data Protection**" means the set of tools and functions provided as an integrated part of Microsoft Exchange to minimize downtime & data loss.

"**Firewall**" means the hardware and Software provided by Orange to enhance network security.

"**GCSC**" means the Orange Global Customer Support Centers.

"**Global Catalog**" means the index designed to enable the Server Software to locate the most commonly used objects and attributes in an Active Directory.

"**Hosting Center**" means the Orange facility where the System can be installed.

"**Incident**" means a fault, failure, or malfunction in the Proper Operational Condition of the System.

"**Proper Operational Condition**" means that the System, including all hardware and Software, are functioning in accordance with the manufacturer's specifications and the parameters set forth in this Service Description.

"**Recovery Center**" means the Orange location from which Orange will provide the Disaster Recovery services described herein in the event of a disaster that affects a Hosting Center Location.

"**Server**" means the hardware platform provided by Orange as part of the System for the Exchange Messaging Service, which will be managed by Orange.

"**Service Deployment**" means the period between the time that an Order is accepted by Orange and the time that the Exchange Messaging Service commences, during which period Customer and Orange will define the specific requirements and complete preparation activities for the Exchange Messaging Service.

"**Service Request Form**" or "**SRF**" means the form that details Customer's specific Exchange Messaging Service requirements.

"**Severity Level**" means the amount of impact an Incident has on the operation of Customer's Exchange Messaging Service, as described in Clause ExA.4.2 (Incident Report Severity) of Exhibit A to this Service Description. The Severity Level also may be referred to as the "**Incident Priority**".

"**System**" means the collection of hardware and software elements that are used by Orange to deliver the Exchange Messaging Service.

"**Supporting Documentation**" means the Customer Operations Guide, the technical specifications, and operations processes documentation for the Exchange Messaging Service provided to Customer by Orange.

"**VPN**" means Virtual Private Network.

1.2 Service Obligations

1.2.1 **Customer Requirements for the SRF.** During Service Deployment, the Parties will complete the applicable SRFs. Customer will provide all relevant technical specifications and documentation requested by Orange for the Exchange Messaging Service (e.g. the location/profile of Users, network connectivity, etc.), and Orange will reasonably assist Customer in completing the SRFs; however, Customer will ensure that all information provided by Customer as contained in the completed SRFs is accurate and that all information provided by Orange is approved.

1.2.2 **Customer Contacts.** Customer will identify a primary and secondary contact and up to 5 additional contacts in the initial SRF submitted for the Exchange Messaging Service. Customer also will identify a local contact for each Location in each relevant SRF. Orange may require Customer to identify additional contacts if required due to the Exchange Messaging Service solution provided to Customer. Customer will ensure that all contacts are available and can be contacted by Orange 24 hours a day, 7 days a week, except as otherwise expressly provided in the Supporting Documentation. All Incidents detected by Orange will be reported to the listed contacts, and Orange will respond only to Exchange Messaging Service requests and calls regarding Incidents issued by such contacts. The methods used to contact the designated Customer contacts will depend on the applicable Severity Level. All contacts will be made in English, unless otherwise agreed to by the Parties.

All changes to Customer's primary contact must be made in writing on Customer's letterhead and signed by a senior manager in Customer's organization.

Customer's primary contact will ensure that:

- All contact information in the SRF is maintained and current,
- Orange is notified before and after any planned outages or configuration changes to Customer's IT infrastructure (e.g. desktops, LAN, WAN, security services, identity management or directory management services, etc.); and
- All configuration changes are scheduled at least 5 Business Days in advance.

1.3 Service Description

1.3.1 **Service Overview.** As part of the Exchange Messaging Service, Orange will configure, install, and maintain the System, and the configuration of the System will be based on the information provided by Customer in the SRFs. The number and types of Servers needed will be identified in the Supporting Documentation and will depend in part on the number of Users to be supported by the Exchange Messaging Service.

1.3.2 **Server Location.** Except as otherwise expressly provided in the Supporting Documentation, the Servers will be located at a Hosting Center and Orange reserves the right to change the locations of its Hosting Centers in its sole discretion, subject to any Change Control procedures provided in the Supporting Documentation. If Customer's VPN is not provided by Orange, then Orange will provide limited rack space in each Hosting Center for Customer's WAN routers at an additional charge. Any other additional space at the Hosting Center needed or requested by Customer for use with the Exchange Messaging Service will be subject to the approval and to additional Charges by Orange. Subject to the written approval by Orange, the Servers may be located on Customer's premises.

1.3.2.1 **Site Survey for Customer Premises.** For Servers to be located on Customer's premises, Orange will perform a site survey to determine if Customer's premises meet the necessary requirements for the proper installation and functioning of such Servers ("**Site Survey**"). Orange will commence Site Surveys during Business Hours, but may be required to complete a Site Survey outside of Business Hours, which time will be chargeable as specified by Orange. Upon Customer's request, Orange may perform Site Surveys outside of Business Hours, and such Site Surveys will be charged to and paid for by Customer at the additional Charges specified by Orange. A Customer representative must accompany the Orange field engineer at all times during the Site Survey. Customer will provide all information reasonably requested by Orange to enable Orange to perform the Site Survey.

If the results of a Site Survey indicate that further preparation to Customer's premises is needed, Customer will ensure that all such preparations are completed before Orange will install the Servers at Customer's premises. If Customer fails to complete all required preparations to its premises, then Orange will be relieved of its responsibilities to provide the Exchange Messaging Service for the Servers at those premises until they have been properly and fully prepared. In addition, Customer will pay the Hourly Labor Rate, plus the cost of materials, for additional on-site visits resulting from non-performance of Customer's obligations. If Customer requests Orange to arrange and complete the necessary preparations to the Location, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations subject to Customer's approval and payment of the additional charges set forth in the price quote by Orange.

1.3.2.2 **Server Environment for Customer Premises.** For Servers located on Customer's premises, Customer will ensure that the proper environmental conditions, as specified by Orange or the manufacturer of the Servers, are maintained at its premises (e.g. uninterrupted and clean power

- supply, air conditioning, and network connectivity for remote diagnostic by Orange). Customer also will ensure that the Servers are located in a secure environment to prevent unauthorized access.
- 1.3.3 **Software.** Orange will identify, and may modify from time to time, the (a) Client software versions (e.g. Microsoft Outlook® 2010 or Microsoft Outlook 2007 SP2), (b) web browsers (e.g. Microsoft Internet Explorer® 7.0, or later versions), (c) mobile ActiveSync® clients (e.g. Microsoft Mobile v6.1 or later, Apple iPhone®), and (d) Microsoft Exchange Server software licenses that Customer must provide for use with the Exchange Messaging Service. Customer will provide the necessary Client software, web browser and Exchange Server software, including all updates and upgrades thereto, identified by Orange and will ensure that the Client software, web browser and Server software are maintained to enable Users to access and use the Exchange Messaging Service for the applicable Service Term. The Client software versions used by Customer may affect or limit the features and functionality available with the Exchange Messaging Service, and Orange will use reasonable efforts to identify to Customer the features or functionality that will not be supported. Orange will provide the Software licenses otherwise necessary for the System.
- 1.3.4 **Service Access.** Users may access the Exchange Messaging Service through the Internet or Customer's VPN. Orange will provide bandwidth for purposes of system administration. Unless otherwise expressly provided in the Supporting Documentation, Orange is not responsible for, and Customer will provide, all connections and bandwidth otherwise needed for the Exchange Messaging Service, including bandwidth for email exchange, back-up and data replication to remote sites, mailbox access, public folder replication and directory synchronization between the Servers, between the Servers and Customer's network, and between the Hosting Centers and the Internet. If the Servers are located on Customer's premises, then Customer will provide all connections and bandwidth at the Location or otherwise that may be necessary to connect the Servers to the Exchange Messaging Service. Any additional bandwidth optimization service provided by Orange for Microsoft Exchange protocols is outside the scope of this Service Description.
- 1.3.4.1 **Access from mobile devices.** ActiveSync allows authorized Users to access their mailboxes remotely via the Internet using a supported mobile device, subject to the terms of the SRFs. Unless otherwise agreed upon by the Parties in writing, Customer will contract separately and directly with a third party service provider ("**Mobile Operator**") for the airtime component and will provide its Users with properly configured mobile devices for use with the Exchange Messaging Service. Customer is responsible for ensuring that the Mobile Operator delivers all wireless connectivity; Orange will have no responsibility for any such connectivity. Upon Customer's request, Orange will provide a list of the supported wireless mobile devices that Customer may use with this feature. Any additional smartphone management service provided by Orange is outside the scope of this Service Description.
- 1.3.5 **Service Features**
- 1.3.5.1 **Active Directory.** Orange will provide and maintain a dedicated Active Directory Resource Forest for the Exchange Messaging Service. The Active Directory will not be integrated or synchronized with Customer's own or any other directories unless Customer receives the Directory Synchronization and trust relationship services described below.
- 1.3.5.2 **Directory Synchronization.** Directory Synchronization synchronizes the Exchange Messaging Service Active Directory with Customer's Active Directory, providing Customer User management (i.e. creating, modifying, and deleting mailboxes, contact, and distribution lists) directly from Customer's identity management systems. Except as otherwise agreed upon by the Parties in writing, Orange will not otherwise integrate or synchronize the Active Directory with Customer's security policies and configuration settings detailed in the SRFs.
- 1.3.5.3 **Client User Name/Password.** Single Sign-On (SSO) for Users is provided based on a trust relationship between the Managed Exchange Active Directories at Orange (the trusters) and Customer Active Directory (the trustee). If the Active Directory Trust relationship is not enabled explicit user names and passwords are used with the Exchange Messaging Service, requiring Users to log on separately to their mailboxes.
- 1.3.5.4 **Mailbox Size.** The Parties will agree in writing and set forth in the SRF each User's mailbox size (which may vary based on each User's profile and which is dependent on the amount of storage capacity available) and on the warning thresholds applicable to each User. Any additional storage capacity needed must be requested by Customer through the change control process and will be subject to an additional Charge.
- 1.3.5.5 **Message Delivery.** Message delivery is dependent on the volume and size of the messages being sent. The Exchange Messaging Service is designed to deliver all messages within a reasonable period, provided that the messages are not oversized and are within the peak volume threshold that the Exchange Messaging Service has been designed to support. The standard permitted message size is agreed to by the Parties in writing and set forth in the SRF. The precise design of the Exchange Messaging Service and the volume of mail that it is designed to support will be defined by the Parties before Customer submits an Order for the Exchange Messaging Service. Orange will not be liable for any message transmission delays due to excess volumes or oversized messages being sent.

- 1.3.5.6 **Antivirus Software.** The Exchange Messaging Service includes Antivirus Software for the Windows Operating System and Exchange; these scan the Servers, Exchange Databases, logs and all SMTP message queues at regular intervals for known viruses. Customer will define the policies applied by the Antivirus Software (e.g. which type of attached files are refused, how infected messages are processed, etc.) in the SRF, and Orange will configure and maintain the Antivirus Software in accordance therewith. Any changes to the Antivirus Software Policy must be requested by Customer's primary contact as required by Orange.
- 1.3.5.7 **Back Up.** Unless otherwise agreed upon by the Parties in writing, Microsoft Exchange Native Data Protection is utilized to protect mailbox data.
- 1.3.5.8 **My Service Space.** Pursuant to a separate Service Description, Orange may provide its My Service Space Service, which is a web based online service that enables authorized customer administrators to perform certain administration tasks with respect to the Exchange Messaging Service.

1.4 Exclusions and Limitations

Orange reserves the right to stop or remove any application if the application is suspected of affecting the proper operation of the Exchange Messaging Service. Also, the Exchange Messaging Service may not support all versions of, or all service features otherwise available with, the Exchange Messaging Server software. Orange will identify, and may modify from time to time, which versions and features of the Exchange Messaging Server software are supported by the Exchange Messaging Service.

1.5 Administrative and Support Services

- 1.5.1 Customer Administration Tasks. Customer is responsible for the administration of its Exchange Messaging Service, which includes the following, among other tasks:
- creating, activating and modifying User accounts, mailboxes, and distribution lists;
 - resetting User passwords; and
 - providing authentication systems necessary for use with the Exchange Messaging Service.
- 1.5.2 Service Management. Orange will provide Service Management for the Exchange Messaging Service as described in Exhibit A, which is attached hereto and incorporated herein by reference.
- 1.5.3 Software Maintenance Policy. Orange may apply hot fixes and Service Packs from the Software licensor when necessary, as determined by Orange, to maintain operability of the System; Orange will not provide hot fixes or Service Packs for the client software that Customer provides pursuant to Clause 1.3.3 above, unless otherwise expressly agreed upon by Orange in writing. Major version Software upgrades will be implemented only with Customer's prior approval.

1.6 Acceptance Testing

Upon completion of the installation of the System, the Parties will complete the Exchange Messaging Service Acceptance form provided by Orange, and Orange will commence acceptance testing. The acceptance test will confirm that all aspects of the System are operational in accordance with the terms of this Service Description and the SRFs. Acceptance will be deemed to have taken place when the System meets all of the functional requirements in the acceptance form.

EXHIBIT A SERVICE MANAGEMENT FOR EXCHANGE MESSAGING SERVICE

ExA.1 Definitions

All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them elsewhere in the Agreement.

"**Change**" means a modification (i.e. move, add, change or deletion) to the software configuration of a Server or device, or a modification to an Exchange Messaging Service parameter or feature that does not affect the monthly recurring Charge otherwise applicable to the Exchange Messaging Service.

"**Change Catalog**" means the Orange schedule of the Changes that may be provided for the Exchange Messaging Service, which schedule may be modified by Orange from time to time. A copy of the Change Catalog will be provided to Customer upon request or be made available at a URL identified by Orange. The Change Catalog may identify the applicable and available categories and priorities for Changes.

"**Chronic Incident**" means more than 5 closed Incident Reports for the same Incident reported during the previous 4 consecutive weeks for Customer, for the same Exchange Messaging Service Location and same connection.

"**eCSC**" means the Orange electronic customer service center, which is the Orange online Incident management system that allows Customer to report and track Incidents using a login name and password provided by Orange when the Exchange Messaging Service is implemented. eCSC support is provided only in English.

"Incident" means a failure or malfunction within Customer's Exchange Messaging Service. Incidents do not include Exchange Messaging Service unavailability during Scheduled Maintenance.

"Incident Owner" means the Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using eCSC or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident. The Incident Owner will be responsible for coordinating the Orange personnel necessary to resolve the Incident Report.

"Incident Report" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident. Incident Reports are opened reactively when Customer reports an Incident.

"Service Improvement Program" or "SIP" means the program initiated by the CSM (as defined in Clause ExA.3 below) when either Customer or Orange raises specific issues regarding the Orange performance for the Exchange Messaging Service, which program may include actions to be performed by the Parties, completion dates of milestones, and the target completion date for the SIP, among other information. The scope of the SIP will be mutually agreed upon by the Parties.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, the Exchange Messaging Service or the Orange Network.

ExA.2 Service Overview

Orange will provide the Service Management described herein for Exchange Messaging Service Locations. Service Management includes the Incident Management, Problem Management, Configuration Management, and Change Management services described below. Orange will provide either Enhanced or 24x7 Service Management, as identified in the relevant Order; provided that 24x7 Service Management will apply to all Hosting Centers. With Enhanced Service Management, Orange will provide the Service Management Services described herein only during Business Hours. For 24x7 Service Management, Orange will provide the Service Management Services 24 hours a day, 7 days a week.

ExA.3 CSM

Customer will receive support from a designated English-speaking Customer Service Manager ("**CSM**"), who will be available during Business Hours, even if Customer receives the 24x7 service option. The CSM will proactively manage operational performance within Orange on Customer's behalf and work with the internal operations groups within Orange to maintain or improve performance of Customer's Exchange Messaging Service as needed. The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the Exchange Messaging Service, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts. The CSM will respond to Customer's inquiries promptly.

ExA.4 Incident Management

ExA.4.1 Opening an Incident Report. Customer may report Incidents the GCSC via eCSC. If eCSC is unavailable or if Customer requires support in a language other than English, then Customer may report an Incident by calling the GCSC. Customer's helpdesk must be available 24 hours a day, 7 days a week for reporting Incidents to Orange.

ExA.4.2 Incident Report Severity. All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish System restoration timeframes. Incident Reports are assigned one of the following four Severity Levels, which Orange may modify from time to time:

- Severity Level 1: Outage of Service
- Severity Level 2: Degradation of Service
- Severity Level 3: Service Affected Intermittently
- Severity Level 5*: Service Not Affected / Chronic, Incident Management

*Note: There is no Severity Level 4.

ExA.4.3 On-Site Support. If Orange determines that on-site technical support is necessary after an Incident Report is opened, a field engineer will be dispatched to the affected Location. Orange targets a 4-hour average for dispatch and arrival on-site by its field engineers, although the actual time it takes to arrive on-site will depend on several factors, including the proximity of the affected Location to an Orange service center, the time of day in which the Incident occurred and was reported to Orange, the type of Incident and the assigned Severity Level. Upon arrival at the Location, the field engineer will use commercially reasonable efforts to restore the Exchange Messaging Service to Proper Operational Condition as soon as practicable. Orange typically targets an average restore time of 4-hours after arrival on-site for a Severity Level 1 Incident, although the actual time required to restore the Exchange Messaging Service will depend on several factors, including the field engineer's ability to access the Location and affected CPE, the type of Incident, the assigned Severity Level and availability of necessary Customer or third party personnel, such as TO personnel. The on-site support targets provided in this Clause ExA.4.3 for the average time-to-arrive at the Location and time-to-

restore an Incident are objectives only and will not affect any Service Level that may otherwise be provided in any SLA.

ExA.4.4 **Information and Documentation.** Customer will have online access to information on and track active Incident Reports through eCSC, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

ExA.4.5 **Escalation.** Customer may add a note to an Incident Report using eCSC or may contact the GCSC to escalate Incident Reports at any time if there are concerns regarding the quality of the support being provided, the method in which an open Incident Report is progressing or the impact to Customer's business operations. Orange has established detailed escalation processes that are designed to advise internal Orange personnel and Customer personnel that normal restoration processes are not able to resolve an Incident within the stated restoration timeframe. The escalation process is based not only on the amount of time that has elapsed since the Incident Report was opened, but also the assigned Severity Level. An escalation may be stopped or impeded if the nominated Customer contact is not available to complete testing or to provide access to Orange personnel at the Location where an Incident is occurring in order to make the repair, or when an estimated time of repair has been stipulated outside of the normal escalation timeframe. However, if this estimated time to repair is not met, then escalation to the next appropriate level will take place.

ExA.4.6 **Planned Maintenance.** Customer will provide Orange with at least 5 days' notice of any maintenance or other work to be performed on Customer's equipment or network or at the Location that may affect the Exchange Messaging Service. Unless otherwise agreed between the Parties in writing, the maintenance window is fixed and takes place every Sunday during 4 hours between 5am & 9am UK time. In addition, a weekly maintenance stoppage occurs each Sunday for a maximum of 30 minutes.

ExA.4.7 **Incident Closure.** All Incidents will be considered closed after verbal agreement of Customer (which will not be unreasonably withheld) or, if Orange is unable to contact Customer, within 3 Business Days of the first attempt by Orange to contact Customer.

ExA.4.8 **Incident Management Exclusions.** Orange will have no obligation to provide Incident Management for, nor will Orange be liable to Customer for damages for loss of the Exchange Messaging Service or the System caused by any of the following (collectively "**Limitations**"):

- (a) Damage to the System caused by any Force Majeure Event, or if the Server(s) are located on Customer's premises, temperature or electrical current fluctuation or any other casualty or loss;
- (b) Damage caused by adjustments and repairs made by persons other than the Orange representatives, its Subcontractors, or personnel approved in writing by Orange; or
- (c) Any instabilities in the operation of the System that are caused by or related to the use of certain software, or by any other software provided by Customer or its designees, or by combinations of the System and software, even if such combination is specified on a duly accepted SRF, or by any hardware connected to the System.

Incidents and Incident Management Services rendered necessary by the above causes may be performed by Orange at the Customer's request, and will be charged to and paid by Customer at the Hourly Labor Rate, plus the cost of materials.

Incident Management Services do not include:

- Electrical work external to the Server, unless the Server is located on Orange premises;
- Maintenance of attachments or other devices not specified in the SRFs;
- Correction of software databases and/or programming errors or any errors or damages caused by or arising out of input or error, except as otherwise set forth in this Service Description; or
- Failure by Customer to meet the physical and environmental specifications for the Server if the Server is located on Customer's premises.

Any visits to a Location or repairs to the Server made necessary by the preceding causes will be charged to and paid by Customer at the Hourly Labor Rate, plus the cost of materials.

ExA.5 Problem Management

Upon Customer's request, the GCSC will investigate and perform a root cause analysis for Chronic Incidents at the Locations with the Exchange Messaging Service that are identified by Customer. The GCSC also will identify, investigate, troubleshoot, and resolve Chronic Incidents at Locations receiving the Exchange Messaging Service. Problem Management can reduce repetitive Incidents by examining recurring trends and identifying root causes of Chronic Incidents.

ExA.6 Change Management

ExA.6.1 Orange will configure the Exchange Messaging Service in accordance with the information provided by Customer in the completed SRFs. Thereafter, Orange will implement Changes as identified in the Change Catalog upon Customer's request pursuant to Clause ExA.6.3 below. Each month Customer will receive a specified number of Changes identified in the Change Catalog or the Charges Schedule

(the "**Change Package**"). Any additional Changes, or Changes provided in lead times other than those expressly identified as included in the Change Package, are chargeable in addition to the monthly recurring Charge for the Service Management and at the rates provided in the Charges Schedule or Change Catalog, which rates are subject to adjustment at the sole discretion by Orange, provided that Orange will not modify the Charges more than once in any 12-month calendar period. If Charges for such Changes are not provided in the Charges Schedule or Change Catalog, then the charges and rates quoted by Orange at the time it receives Customer's Change request will apply. Changes included in the Change Package but not used by Customer during a month cannot be carried over into the following month.

- ExA.6.2 Orange will implement Changes only on Orange-managed equipment. Changes required on Customer-managed equipment must be made by Customer, and Customer will ensure that such changes will not interfere with the proper operation of Customer's network or the Orange Network.
- ExA.6.3 Customer will request all Changes using the Managed Services Change Request Tool (MSCT) provided by Orange, and Customer will identify the time or date by which Customer requests the Change to be implemented. Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts.
- ExA.6.4 Customer will identify a target completion date or time. If Orange objects to or cannot comply with the target completion date or time requested by Customer for any reason, or if Customer does not identify a target completion date or time, then Orange will reasonably determine the target completion date or time based on the nature of Customer's requested Change and will advise Customer of such. Except as otherwise provided herein, the target lead time will begin on the date that the Orange acknowledges receipt of a fully documented and accurate Change request submitted by an authorized Customer contact (which acknowledgement will be provided through the MSCT) and will end on the target completion date or time, as determined pursuant to this Clause ExA.6.4:
- ExA.6.5 Orange will advise Customer if any on-site contact is required to implement a Change, and Customer will ensure that such contact is available to Orange at the Location at the time the Change is implemented.
- ExA.6.6 Any type of Change not identified in the Change Catalog or that otherwise requires considerable resources to implement (as determined by Orange in its sole discretion) will be considered a Complex Change, for which a specific request for quotation must be made by Customer to Orange. The Parties will mutually agree on the charges and lead times applicable to each Complex Change.

ExA.7 Service Level Management

Customer will receive the credits and other remedies set forth in SLAs for the Exchange Messaging Service. In cases where the Orange performance is below the applicable Service Levels, the CSM will document and explain the Orange performance, including any mitigating circumstances. The CSM also will initiate a SIP to meet the applicable Service Levels and monitor the results of such program. The scope of the SIP will be mutually agreed to by the Parties. Upon Customer's request and if a Chronic Incident is due to Orange or is undefined, the SIP will include a Chronic Incident Report and a plan of action for Chronic Incidents at Locations receiving the Exchange Messaging Service. If the Chronic Incident is due to Customer, Orange will review with Customer but will not open a Chronic Incident Report.

Also upon Customer's request, the CSM will provide a "post mortem" report for a specific Incident in the SIP if at least one of the following criteria is satisfied:

- The Service Level Agreement was not met;
- An Incident was assigned a Severity Level 1 or 2, and the actual time to repair (a) for a Severity Level 1 Incident was more than 6 hours, or (b) for a Severity Level 2 Incident was more than 48 hours.

Customer must request the post mortem report in writing no later than 5 Business Days from the date on which the Incident is closed, and Orange will provide such report no earlier than 4 Business Days from its receipt of Customer's request. The post mortem report includes a root cause analysis and an action plan with associated owners to avoid a repetition of Incident management failures.

Once a SIP is closed, the CSM will continue to monitor the Exchange Messaging Service for the following 3 months.

The CSM also will prepare and deliver a report (the "**CSM Monthly Report**") for the Exchange Messaging Service once a month, by the 15th day of the month, covering data collected during the previous month. The CSM Monthly Report will be delivered by email, posted in My Service Space, and will include the following:

- **Executive Summary.** The Executive Summary provides trend information over the previous rolling 6 months to show the evolution of performance trends.
- **Operational Highlights.** Operational Highlights addresses key Service Level indicators and demonstrates the Orange performance against applicable Service Levels. Operational Highlights

also documents any upgrade recommendations for the Exchange Messaging Service that result from chronic violations of the Orange engineering rules, which may adversely impact the ability of Orange to meet the applicable Service Levels. In addition, Operational Highlights will document any upgrade or change recommendations of the CSM.

The CSM will discuss the CSM Monthly Report with Customer in person at a monthly or quarterly meeting, if the CSM and Customer are based in the same country. If the CSM and Customer are based in different countries, this meeting will be conducted via telephone or, if available, video conferencing.

ExA.8 Charges

Unless otherwise agreed between the Parties in writing, Monthly recurring Charges for Service Management will be included in the Charges that apply to the Exchange Messaging Service, and Charges are chargeable per Clause ExA.6 above. Orange also may charge Customer for any additional costs incurred due or related to an Incident caused by Customer. Separate Charges will apply to Network Services and any other Services otherwise provided by Orange.

END OF SERVICE DESCRIPTION FOR BUSINESS TOGETHER – MANAGED EXCHANGE SERVICE