



1 SERVICE DESCRIPTION FOR PBX MANAGEMENT SERVICE

1.1 Service Overview

The PBX Management Service is a Professional and Integration Service that provides remote management of Customer's PBX system (or PABX system, as applicable) and contact center infrastructure, including access to the Orange Service Desk (as defined below) and the following services: (i) Incident management (remote diagnostics and troubleshooting only), (ii) problem management, (iii) change management, (iv) release management, (v) service asset and configuration management, (vi) capacity management, (vii) access management, and (viii) reporting. Subject to additional Charges, Customer may request Orange to provide On-site support for Incident management or change management. Except as otherwise expressly agreed upon by the Parties in writing, the PBX Management Service expressly excludes any IP telephony equipment or infrastructure.

1.2 Definitions

The following capitalized words will have the meanings set forth in this Clause 1.2 and shall supersede any conflicting definition set forth elsewhere in the Agreement.

"Complex MACs" means the (i) moves, adds, and changes to the PBX Equipment (and associated licensed software) or other hardware or to the existing cabling infrastructure performed by Orange at the Location, or (ii) Simple MACs that take Orange more than 20 minutes to execute, affect fifteen (15) or more telephone extensions, or require additional equipment. Examples of Complex MACs include (but are not limited to): changes within the existing hardware configuration of a cabinet or Location; changes to cable distribution patching; and changes in routing codes, voice menus and/or other parameters.

"Customer Operations Guide" or **"COG"** means a general guide to the PBX Management Service that describes the Service delivery practices. The Parties will update the COG from time to time on an as-needed basis. The Customer COG will not be considered a part of the Agreement.

"Customized Service Desk" means the Orange customer support center dedicated to Customer, as described otherwise in more detail in the Agreement if Customer has purchased such service.

"Customer Service Manager" or **"CSM"** means the designated English-speaking customer service manager for the PBX Management Service, who will be available during Business Hours and who will accept Customer's requests and inquiries regarding the PBX Management Service.

"EOL" or **"End-of-Life"** means hardware or software that the respective OEM (as defined below) has made obsolete and for which the OEM no longer makes available technical support, spare parts, or software patches, version updates or fixes.

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

"MACs" means Moves, Adds, and Changes, including all Simple MACs and Complex MACs.

"OEM" means the original manufacturer of the PBX Equipment.

"Orange Service Desk" means the Orange customer service desk that will provide support to Customer for the PBX Management Service. If Customer has purchased the Customized Service Desk service from Orange and prefers to use it as the single point of contact for the PBX Management Service, then the Orange Service Desk means the Customized Service Desk.

"PABX" or **"Private Automatic Branch eXchange"** means an automatic telephone switching system owned by Customer.

"PBX" or **"Private Branch eXchange"** or **"Private Business eXchange"** means the private telephony exchange owned by Customer.

"PBX Equipment" collectively means the PBX or PABX equipment or software owned by Customer.

"Proper Operational Condition" means the correct operational status of the PBX Equipment, as defined by the OEM or as otherwise mutually agreed upon by the Parties, which includes the ability of the PBX Equipment to run its specified operating system software, but not applications software.

"Services" means the services provided by Orange to Customer, as described in this Service Description.

"Simple MACs" means the basic programming changes to the software affecting less than fifteen (15) telephone extensions per request and that are performed by Orange remotely within twenty (20) minutes or less and do not require any additional equipment.

"Spares" means the whole units or modules of PBX Equipment used to replace or repair PBX Equipment that is not in Proper Operational Condition.

"Third Party Supplier" means the third party(ies) with whom Customer has written agreements and from whom Customer receives maintenance or support services for the PBX Equipment under such agreements. Third Party Supplier may include the OEM for the PBX Equipment.

1.3 Customer Requirements

1.3.1 **Equipment Inventory/Site Survey.** Prior to the commencement of the PBX Management Service, Customer will provide Orange with a detailed inventory of the PBX Equipment and the description and location of such PBX Equipment, including: (a) Location address; (b) PBX Equipment chassis type and serial number; (c) name, telephone number, email, address and other contact information of Customer's Location representative; (d) PBX Equipment model and serial numbers; (e) PBX Equipment configuration (including part numbers); (f) overview of the condition of the PBX Equipment and history of repair and preventive maintenance relative to such PBX Equipment, and (g) Site book/Hand book for all the Locations with Low Level design, as well as any other information reasonably requested by Orange for its provisioning of the PBX Management Service. If Customer does not have such information readily available, Customer may request Orange to conduct a site survey to obtain such information. The site survey may be conducted on-site or remotely. Any site survey conducted will be considered outside the scope of the PBX Management Service and will be subject to charges agreed upon by both Parties, which will be in addition to the Charges for PBX Management Service.

1.3.2 **Service Transition.** Following receipt by Orange of the PBX Equipment inventory from Customer or the site survey conducted per Clause 1.3.1 above, and prior to the commencement of the PBX Management Service, Customer will discuss with Orange in good faith, and the Parties will mutually agree on, a detailed plan for Customer's transition to the PBX Management Service for all Locations, in an effort to minimize integration and handover downtime. As part of the service transition plan, Customer will provide to Orange:

- (a) A Letter of Authorization or Authority, or such other written documentation, as required from and executed by the Third Party Suppliers ("**LOA**") that allows Orange to interface with the Third Party Suppliers on Customer's behalf so that Orange may provide the Service, if such interfacing is to be provided by Orange as part of the Service; and
- (b) all information relating to Customer's agreements with any Third Party Supplier that Orange will contact or work with as part of the PBX Management Service (as described in more detail below). Customer will review the terms of such agreements with Orange and provide any explanation or clarification thereof upon the reasonable request by Orange.

Customer will be solely responsible for executing, complying with, and maintaining its agreements with the Third Party Supplier, including any confidentiality or other legal obligations. Orange will not be considered a party to Customer's agreements with its Third Party Supplier, and Orange will not be liable or responsible for any of the information provided by Customer or the Third Party Supplier. Orange will not perform any analysis or interpretation of Customer's agreements with the Third Party Supplier, but instead will rely on Customer for all information regarding the Third Party Supplier and the services such supplier provides. Orange also will not be responsible or liable for any acts or omissions of such Third Party Supplier, including the provision, operation, or any failure of the services from the Third Party Supplier. Customer will defend, indemnify and hold harmless Orange, its Affiliates and their respective officers, directors, employees, agents, Subcontractors, successors and permitted assigns from and against any and all Losses arising out of or relating to the services provided by the Third Party Suppliers. This Clause 1.3.2 above will survive the expiration or termination of the Agreement or any other agreement between Orange and Customer for the Professional Services described herein.

1.3.3 Generally, Customer will: (a) follow all installation, operation and maintenance instructions of Orange and the Third Party Supplier/OEM; (b) provide the proper environment, electrical and telecommunications connections as specified by Orange or the Third Party Supplier/OEM, as applicable; (c) provide a secure VPN connection as specified by Orange (or such other connection mutually agreed upon by the Parties in writing) to all of Customer's Locations and PBX Equipment to enable Orange to perform the PBX Management Service, including remote access for PBX Equipment and any access to Customer's Incident management tools needed by Orange; and (d) maintain a back up of, and procedure external to, the software programs(s) and host computer for reconstruction of lost or altered data, programs, applications, files and software to the extent Customer deems necessary. Orange will not be responsible for the reconstruction or the cost of lost or altered data, files, or software applications stored on disk files, tapes, memories, etc., lost during the performance of the PBX Management Service hereunder. Customer will perform such responsibilities at no cost to Orange. Orange shall be excused from any failure to provide any portion of the PBX Management Service to the extent that such failure arises from Customer's failure to meet the responsibilities set forth in this Clause 1.3.3.

1.4 Orange Service Desk

The Orange Service Desk is the single point of contact for Customer to report an Incident, to request On-site support for Incident management or change management, or to request an update regarding the status and resolution of a reported Incident or the status of a MAC. The Orange Service Desk will: (a) receive calls from Customer (whether from Customer's help desk or Users) through an agreed contact method, as set forth in the COG (e.g. telephone, web, fax or email); (b) record the calls received into, and update, the Orange Incident management system(s) (i.e. logging a transaction), provided that Orange may instead record such calls into and update Customer's Incident management system if (i) the Parties have agreed in writing that Orange will use Customer's system, and (ii) Customer has provided Orange will all necessary access to such system; (c) provide regular status updates to Customer; (d) contact the originator of the Service request (which may be via email or voicemail) to confirm the completion of the transaction prior to the Orange Service Desk's closure of the transaction; (d) manage any escalations in accordance with the COG; and (e) close the transaction. The Orange Service Desk is available 24 hours per day / 7days per week / 365 days per year, and all transactions with the Orange Service Desk will be conducted in English.

1.5 PBX Management Service

1.5.1 Incident Management. Incident management is initiated through the Orange Service Desk when Customer reports an Incident regarding the PBX Equipment to the Orange Service Desk or when Orange detects an Incident concerning the PBX Equipment through proactive monitoring. For Orange to provide proactive monitoring of the PBX Equipment, Customer's PBX system must be equipped with a remote access technology and be capable of generating remote alarms, so that the system can be configured to automatically report any alarms to Orange. Automatically reported alarms will thereafter be treated in the same way as any Incidents reported by Customer to the Orange Service Desk.

Orange will assign all Incidents a Severity Level to prioritize and establish Service restoration timeframes, as follows (which Orange may modify from time to time):

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

*Note: Severity Level 4 is assigned to service or change requests, not to incidents.

Orange will perform diagnostics and remote troubleshooting in an effort to restore the PBX Equipment to Proper Operational Condition, including determination of the Incident at the component level when possible, and elimination of operating system software-related Incidents with patches made available by the Third Party Supplier, subject to the terms of Customer's agreement with such Third Party Supplier. Orange will have no responsibility to configure or reconfigure any software. If Orange is unable to restore the PBX Equipment to Proper Operational Condition through diagnostics and remote troubleshooting, then Orange will notify Customer thereof. Orange will not provide on-site Incident management support except as otherwise provided in Clause 1.7 below (On-site Support for Incident Management and Change Management), and Orange will not be responsible for providing any hardware or Spares for the PBX Equipment. Either Party may escalate an Incident at any time in accordance with the escalation procedures set forth in the COG.

1.5.2 Problem Management. Orange will participate in technical review meetings with Customer, the frequency and schedule of which will be mutually agreed upon by the Parties. Orange also will provide Customer with a report and analysis of operational issues such as performance metrics, system problems statistics, qualitative actions, and root cause analysis of major Incidents, which may include the following details, among other information: (a) number of Incidents reported by a Location during the month; (b) priority of the recorded Incidents and the restoration times; (c) open trouble tickets; and (d) up to 90 days of historical Incident data per Location. In addition, as part of Problem Management, Orange may provide software updates to the PBX Equipment remotely in an effort to resolve an Incident detected through Incident Management; and such software updates will be provided by, and, subject to the terms of Customer's agreement with, the Third Party Supplier.

1.5.3 Change Management. Customer will submit all requested MACs to the CSM or to Orange as otherwise provided in the COG, and Orange will implement MACs subject to and in accordance with the COG. All Complex MACs are chargeable at the then-current rates provided by Orange in addition to the Charges for the PBX Management Service.

1.5.4 Release Management. Release management consists of the delivery and implementation of minor software patches and updates provided to Orange by the Third Party Supplier for the PBX Equipment, subject to the terms of Customer's agreement with the Third Party Supplier. Software upgrades or any significant software modifications are outside the scope of the PBX Management Service. Orange will review known solutions made available by the Third Party Supplier for the PBX Equipment, install the software updates when and as agreed with Customer, and if necessary, follow the change management procedures and terms for MACs. Notwithstanding anything to the contrary otherwise

contained herein, Orange will have no responsibility to provide release management for any software or PBX Equipment (including cards) that is EOL, and all release management activities will be subject to Customer's agreement with the Third Party Supplier.

- 1.5.5 **Service Asset and Configuration Management.** Orange will assist Customer with configuration management of the PBX Equipment, such as configuration back-ups to a secure server, system restoration, and disaster recovery. The scope of the service asset and configuration management service will be mutually agreed upon by the Parties and set forth in the COG.
- 1.5.6 **Capacity Management.** Capacity management is a service that monitors the traffic levels, utilization, and performance of the PBX system (or PABX system, as applicable). Capacity management can assist Customer in determining whether there is any need to increase or decrease the capacity of the PBX system (or PABX system, as applicable). The reports, forecasts and measurements to be provided by Orange as part of the capacity management service will be mutually agreed upon by the Parties and set forth in the COG, and may include (by way of example only and without limitation): PBX (or PABX, as applicable) performance; attendant reports and measurements; used trunk groups; switch node link blockage; trunk group detail and outage reports; traffic reports and forecasts; Call Admission Control ("**CAC**") (i.e. calls are admitted only when sufficient bandwidth is confirmed as available); call summary measurements; and trunks load.
- 1.5.7 **Access Management.** Access management manages the password access to Customer's PBX Equipment using the password control document, which will be mutually agreed upon by the Parties in writing and set forth in the COG.
- 1.5.8 **Reporting.** Orange will provide to Customer the reports for the PBX Management Service specified in the COG, which may include availability, performance, capacity, Incidents and MACs implemented during the applicable reporting period.

1.6 Service Limitations

- 1.6.1 **EOL.** When the OEM or the Third Party Supplier, as applicable, notifies the marketplace that the software or PBX Equipment is no longer in production or going to be supported by such OEM or Third Party Supplier, the EOL software or PBX Equipment will be supported by Orange only on a reasonable efforts basis, and no further EOL software versions will be installed or placed onto the PBX Management Service unless made available by the OEM or Third Party Supplier. Notwithstanding anything to the contrary contained in this Service Description, Orange will have no responsibility to provide the PBX Management Services (including Incident Management and release management) for any software or equipment that is EOL.
- 1.6.2 **Equipment Relocation or Modification.** Customer will provide Orange with at least five (5) days prior written notice of any intention to relocate the PBX Equipment, and Customer will advise Orange promptly of any modification made to any PBX Equipment covered by the Agreement. If the PBX Equipment is relocated, Orange may, in its sole discretion, decline to furnish the PBX Management Service for such relocated PBX Equipment or increase the charges for the PBX Management Service. If the PBX Equipment is modified and Orange charges differently for PBX Management Service for the modified PBX Equipment, the charges invoiced by Orange and paid by Customer will be modified accordingly. If any modification to the PBX Equipment increases the cost to Orange for testing or repairs, then Orange reserves the right to increase the charge for that PBX Management Service.

1.7 On-Site Support for Incident Management and Change Management

Upon Customer's request and subject to additional charges, Orange can provide Customer with On-site Support for Incident management and change management. If Orange is unable to restore the PBX Equipment to Proper Operational Condition through remote diagnostics and troubleshooting as provided in Clause 1.5.1 above (Incident Management) and on-site intervention is required, if on-site intervention is required to implement a Complex MAC, or if otherwise necessary and requested by Customer, a field engineer will be dispatched to the Location. On-site support may include:

- Coordination of the delivery of hardware Spares with the arrival of the field engineer;
- Coordination of Incident determination through additional remote diagnostics and troubleshooting procedures with the Orange Service Desk and appropriate Customer contact as necessary; and
- Replacing defective parts and field replaceable units with Spares.

Customer is responsible for obtaining and timely providing all Spares. Upon completion of the On-site support services, the field engineer will contact the Orange Service Desk to confirm Incident resolution or implementation of the Complex MAC and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate closure of the Incident or MAC.

However, if Orange reasonably determines that an Incident requires resolution through a Third Party Supplier's incident resolution process or that the Incident needs to be escalated to the Third Party Supplier or other third party for corrective action (e.g. escalation of the Incident to the OEM in case of a design defect in the PBX Equipment, or escalation of the incident to the TO if the Incident is related to a TO), then Orange will contact such Third Party Supplier or other third party regarding the Incident

and provide reasonable assistance thereto for the restoration of the PBX Equipment to Proper Operational Condition. However, Orange will not be responsible for the acts or omissions of any such third party.

1.8 Service Term

Notwithstanding anything to the contrary contained in the Agreement, the Service Term of any Order for PBX Management Service will be a minimum of twenty-four (24) months.

END OF SERVICE DESCRIPTION FOR PBX MANAGEMENT SERVICE