

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TALK 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.

"Business Talk" or **"Business Talk Service"** means the Orange Voice Services described in this Service Description.

"Business Talk Local Voice Services" means the Local Voice Services to be provided by Orange as described in this Service Description.

"Business Talk Portal" means the online ordering and pricing tool for Business Talk provided by Orange as part of the My Service Space portal or such other tool as Orange may designate and make available to Customer at a URL identified by Orange.

"Charges" means the charges Customer will pay for the Business Talk Services, as set forth in the Charges Schedule, or if no Charges Schedule is attached to the Agreement or if the charges for the Business Talk Service are not included in the Charges Schedule, then the charges for the Business Talk Service set forth in the relevant Order (including Orders processed through the Online Tool as described in Clause 1.10 below).

"CPNI" means Customer proprietary network information, which includes (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer and that is made available to Orange by Customer solely by virtue of the customer-carrier relationship, and (b) information contained in the invoices pertaining to telephone exchange service or telephone toll service received by Customer. CPNI does not include customer names, addresses, and telephone numbers.

"End Point" means the hardware device or software application that Customer or a User uses to either originate or terminate communication.

"IP Access" means the IP connectivity used to connect the Location to the Orange Voice Network (e.g. Voice over IP or VoIP).

"IP Access Corporate" means an IP Access (as described in Clause 1.3.1 below) using the Orange IP VPN, Premier DSL, or Business VPN Corporate Service with Voice Channels to connect the Location to the Orange Voice Network.

"IP Access Small" means an IP Access using the Business VPN Small Service with Voice Channels to connect the Location to the Orange Voice Network.

"IP Access Satellite" means an IP Access using the Business VPN Satellite Service with Voice Channels to connect the Location to the Orange Voice Network.

"Local Voice Services" means the services offered by the local telecommunication operator, which may include direct inward dialing, direct outward dialing to non-geographical destinations, direct outward dialing to local short-codes, registration of numbers into the national directory databases and other value-added services.

"PBX" means Private Branch Exchange, which is the Customer telephony system at the Location. A PBX may be TDM or IP and transmit Voice Calls over data networks or circuit-switched networks. The term **"PBX"** also will include Customer key systems that provide line-sharing capabilities for multiple telephones at the Location.

"Switched Access" means the connection from the Location to the Orange Voice Network using a PSTN line of a TO for the routing of calls from a Location.

"Trunk" means a line that carries multiple Voice Channels between the Location and the Orange Voice Network, using either TDM or IP as a transmission protocol.

"Voice Call" means a telephone call between two end users using either traditional telephone handsets or telephone software application.

"Voice Channel" means a communication channel to carry voice traffic, including the real time voice Class of the Orange IP Service to ensure that the voice traffic receives the highest priority. One Voice Channel can support one voice call at a time on IP Access Corporate, IP Access Small, or IP Access Satellite.

"Website" means the web page located at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>.

1.2 Service Overview. The Specific Conditions for Voice Services apply to Business Talk. Business Talk only provides the features and functionality set forth in this Service Description. Business Talk enables Customer to send and receive Voice Calls and fax transmissions through the Orange Voice Network using IP Access (as described below in Clause 1.3), except that fax transmissions: (a) are not supported with IP Access Small or IP Access Satellite, and (b) may be supported with IP Access Corporate, subject to applicable restrictions and depending on the telephony solutions components used (e.g. End Points, codec, voice signaling protocol, etc.).

Other restrictions also may apply to fax transmissions based on the Access method use. Orange shall be responsible for the transmission of the Voice Calls, and fax transmissions as set forth in this Service Description. Customer shall be responsible for all other transmission of the Voice Calls and fax transmissions and for all hardware and software relating to its telephony system.

Except as otherwise expressly agreed upon by the Parties in writing, Business Talk does not include Local Voice Services. In order to obtain or maintain Local Voice Services, Customer shall obtain and keep a connection to another local landline electronic communication service provider. As provided below, in some countries, Customer may have the option of receiving the Business Talk Local Voice Services feature. Notwithstanding anything to the contrary contained in this Agreement, the availability of IP Access service types and features for Business Talk may vary by location due to regulatory and other restrictions.

1.3 Access

1.3.1 IP Access. Orange will provide the IP Access, or Customer will procure the IP Access directly from the local TO or other third party access provider, as mutually agreed upon by the Parties. Customer will provide all consents or approvals that may be requested by the TO or access provider for the provisioning of the IP Access in a timely manner. Orange's ability to provide IP Access is subject to the availability of such IP Access in the particular country and the regulatory conditions applicable to IP Access in the jurisdiction. Customer will connect only equipment approved by Orange to and for use with Business Talk. Customer is responsible for ensuring that its PBX signaling is compliant with Orange's signaling requirements and for all costs associated with any changes or upgrades to the PBX that may be required for Business Talk, including any additional cards, software upgrades, programming changes, and wiring changes.

With IP Access, both inbound and outbound calls can be carried through the IP Access connection. Customer must subscribe to Voice Channels as part of the Orange IP Service to access Business Talk, and Customer will ensure that the bandwidth ordered for the Orange IP Service adequately supports the Voice Channels ordered. Customer will elect to receive either the IP Trunking or TDM Trunking option with IP Access, as identified in the Orders for the Orange IP Service and Business Talk.

The IP Trunking option supports Session Initiation Protocol (SIP) signaling and IP voice media of the IP telephony system used by Customer. At the Location, Customer will connect the LAN switch cable to the Ethernet port on the Orange CE Router to access Business Talk. Orange will specify, and may modify from time to time, the IP telephony systems and vendors for which Orange will provide IP Trunking. Orange will supply configuration guidelines to Customer and will check IP connectivity, software versions, and system configuration, but will not provide any configuration management. Customer will provide Orange with access to Customer's IP telephony system (including read-only access to its IP telephony system configuration) and voice gateways to the extent reasonably requested by Orange for Orange to provide IP Trunking, which access Orange may use for version monitoring, troubleshooting or support purposes.

With the TDM Trunking option, Customer is connected to Business Talk via a TDM connection to a voice interface card of the CE router provided as part of the Orange IP Service used with Business Talk. Orange will specify, and may modify from time to time, the PBX Signaling Services supported with TDM Trunking. If the CE router providing the voice interface card is not managed by Orange, then Customer will provide Orange with access to the CE router acting as the voice gateway to the Orange Voice Network to the extent reasonably requested by Orange in order for Orange to provide TDM Trunking, which access Orange may use for troubleshooting or support purposes.

Orange may notify Customer of any, and Customer is responsible for all, updates or upgrades to Customer's equipment and software required to support the IP Trunking and TDM Trunking. Orange reserves the right to suspend provision of IP Trunking or TDM Trunking if Customer fails to implement any updates or upgrades recommended by Orange, and Customer will provide Orange with prior written notice of any updates or upgrades Customer makes to its equipment or software. Configuration management of the Customer equipment and software will not be provided by Orange as part of the Service. Customer shall ensure that its PBX setup is and remains compliant with all IP Access specification guidelines defined and provided by Orange in order to access Business Talk and to enable Orange to provide and operate Business Talk as set forth in this Agreement, including any applicable SLA.

1.3.1.1 IP Access Corporate, IP Access Small, and IP Access Satellite. For IP Access Corporate, IP Access Small, and IP Access Satellite, Customer must use the Orange Business VPN Service with Voice Channels at the Locations, and the Business VPN Service is subject to the separate Service Description for Business VPN Service and to separate Charges in addition to the Charges for Business Talk. The point of demarcation for Business Talk will be the same as that for the Orange IP Service provided to Customer for the IP Access. For IP Access Small, the number of Voice Channels and bandwidth ordered by Customer are not committed values, but instead are the maximum values available to Customer. For IP Access Satellite, additional tests may be required to confirm that Business Talk can be supported at the Location.

1.3.1.2 IP Access Connect. IP Access Connect provides Customer sites on a third party IP network with access to the Orange Voice Network through a Business VPN Corporate Location linking the third party IP network to the Orange Voice Network. The Business VPN Corporate Location aggregates the voice traffic routed to or from the Orange Voice Network and is called the "**Hub Site**". Customer must subscribe to the Orange Business VPN Corporate Service with Voice Channels, as described in and subject to the separate Service Description for Business VPN Service, for the Hub Site, and separate Charges will apply to the Business VPN Corporate Service. The point of demarcation is the same as the Business VPN Corporate Service provided to Customer at the Hub Site. The Hub Site is Customer's responsibility, and Customer will manage the interconnection between the third party IP network and the Orange Voice Network.

1.4 Service Types

- 1.4.1 **On-Net.** Business Talk Service between two Locations connected to the Orange Voice Network or between two end users from the same Customer VPN, which may use a Private Numbering Plan number.
- 1.4.2 **Off-Net.** Business Talk Service from a Location connected to the Orange Voice Network to a destination of any public network using a Public Numbering Plan number.
- 1.4.3 **U.S. Interconnected VoIP.** U.S. Interconnected VoIP Service is a Business Talk Service from a U.S. Location that is an integrated service including both interstate and intrastate components of an interconnected Voice over Internet protocol (VoIP) that: (a) enables real-time, two-way voice communications, (b) requires a broadband connection from the user's location, (c) requires Internet protocol-compatible customer premises equipment, and (d) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network ("**U.S. Interconnected VoIP**").

1.5 Standard Service Features. The following features are provided as part of Business Talk.

- 1.5.1 **Public Numbering Plan.** The public number plan allows users to dial any location by dialing the standard telephone number format, which varies depending on whether the destination is national or international. The Orange Voice Network does not support local dialing.
- 1.5.2 **Call Limiter.** Call Limiter allows Customer to limit the number of calls to or from a given Location. Any calls that exceed the limit defined by Customer will be rejected or, if Customer receives the Overflow on Transit/Arrival or Overflow on Access feature (as described in Clause 1.6.2 below), will be re-routed using such optional service feature(s).
- 1.5.3 **CLID/ANI.** If provided by Customer in the proper public format, Orange provides the Caller Line Identifier ("**CLID**") or Automatic Number Identification ("**ANI**") of the caller's extension to the called party at the time the call is delivered. If Customer does not provide the proper public format, then the call may not be completed. Orange also inserts the CLIDs or ANIs generated by the Customer's PBX, when available, on a per call basis, within the itemized billing report if Customer has elected to receive such report. The availability of the CLID or ANI feature depends on applicable regulations, the signaling implemented, and the PBX programming, among other factors.
- 1.5.4 **Transmission of Touch-Tone Signaling (DTMF).** Orange transmits the touch-tone frequency. For inbound calls, Orange transmits the touch-tone signal only if provided by the originating local TO.
- 1.5.5 **PBX Signaling Services.** Business Talk supports certain PBX signaling services (e.g. calling party name display or ring back when free) that are available on the PBX for both the originating and terminating Locations. The PBX signaling services that are supported will be identified and may be modified by Orange from time to time.

1.6 Optional Service Features. The following service features for Business Talk are optional, subject to availability and verification by Orange, and subject to additional Charges.

- 1.6.1 **VPN Option.** The VPN option includes the Private Numbering Plan, Forced On-Net, and Virtual On-Net features, and Customer will identify which of the features it elects to receive.
- 1.6.1.1 **Private Numbering Plan.** A Private Numbering Plan is a sequence of numbers set up by Customer on its private network to support corporate traffic. Seven digit fixed length is the standard format, but four-to-ten digit numbering plans may be supported, subject to any applicable restrictions or limitations.
- 1.6.1.2 **Virtual On-Net.** The Virtual On-Net feature translates a call made using the Private Numbering Plan call format into the PSTN call format and routes the call Off-Net.
- 1.6.1.3 **Forced On-Net.** The Forced On-Net feature forces On-Net routing of all public dial numbers corresponding to a called Location.
- 1.6.2 **Continuity Option.** The Continuity option includes the Overflow on Transit/Arrival, Overflow on Access, Access Redundancy and Load Balancing features, and Customer will identify which of the features it elects to receive.
- 1.6.2.1 **Overflow on Transit/Arrival.** In case of Orange Voice Network failure or terminating Location busy/failure, the Overflow feature re-routes inbound On-Net calls to Off-Net via a Gateway to complete the call. The public dialed number of the terminating Location is used to terminate the call. Customer must provide Orange with the public number from a secondary PSTN provider connected to Customer's PBX for call termination. If Customer provides a range of Direct Inward Dialing (DID) numbers that match its Private Numbering Plan, then Orange will manage the direct overflow to individual users or the call overflow will terminate to a main Customer number.
- 1.6.2.2 **Overflow on Access.** In case of Orange Voice Network failure or originating Location busy/failure, the Overflow feature re-routes outbound On-Net calls to Off-Net via the PBX or Gateway or blocks the calls, as directed by Customer. Overflow is implemented from the originating Location at the Customer PBX level. Orange highly recommends the use of a digital interface for automatic call overflow implementation. Customer is responsible for programming the PBX to overflow its outgoing traffic to the local carrier's network.
- 1.6.2.3 **Access Redundancy.** Customer can have multiple IP Access for the same Location. Customer also may route calls to a single number or range of numbers to a Location based on: (a) the time of day, by time segments of no less than 15 minutes, (b) day of the week within the categories of "weekday" and "weekend", provided that Customer has at least two terminations, and (c) day of year/holiday.
- 1.6.2.4 **Load Balancing.** Load Balancing allows Customer to load-balance inbound calls to a given On-Net Location over two or more Trunk groups. Load Balancing is available only with IP Access Corporate, subject to Orange's

verification. With IP Access Corporate, IP Voice Channels must be available on both Locations to accept calls. This feature is not available in Mission Critical Sites between a primary and secondary CE Router.

- 1.6.3 **Online Option.** The Online option includes the Destination Screening, Black List/White List, and Reporting features, and Customer will identify which of the features it elects to receive. Call blocking can be activated or deactivated at the Customer Location level.
- 1.6.3.1 **Destination Screening.** Destination Screening prohibits calls to Off-Net destinations based on two call types: (a) Off-Net national calls and (b) Off-Net international calls. The On-Net, Virtual On-Net (Private Numbering Plan), and Forced On-Net calls bypass Destination Screening.
- 1.6.3.2 **Black List/White List.** For Black List, Customer may identify types of calls that are forbidden at the originating Location. For White List, Customer may identify waivers to the Black List feature. Each List can have a maximum of 10 prefixes or full numbers, which can be up to 20 digits. The Black List and White List features apply only to a dialed number, before any translation (e.g. Forced On-Net is not applicable if On-Net calls are forbidden).
- 1.6.3.3 **Reporting.** Orange will provide Customer with various reports regarding Business Talk through its My Service Space portal. Such reporting may include, without limitation, global/VPN level or detailed site level analysis of service performance, voice quality indicators, etc.
- 1.6.4 **Business Talk Local Voice Services.** In select countries, Orange can operate as an alternative provider to the local TO and may provide the following categories of services for Locations (including as part of U.S. Interconnected VoIP).
- 1.6.4.1 **Direct Inward Dialing "DID".** Orange will provide Customer with a range of telephone numbers that are connected to the PBX via IP Access and that are reachable from any public telephone number. Customer also may port its existing DID numbers for use with Business Talk, subject to Orange's approval. Upon the expiration or termination of Business Talk Local Voice Services for which the DID feature is provided, Customer may port the DID numbers used with the Business Talk Local Voice Services to another provider, subject to all applicable requirements or regulations of the other provider, Orange, and any applicable legal or regulatory authority.
- 1.6.4.2 **Direct Outward Dialing to Non-Geographical Destinations.** Each Customer Location that is connected to the Orange Voice Network and that receives the Business Talk Local Voice Services may reach standard local non-geographical destinations defined by the applicable national numbering plan.
- 1.6.4.3 **Direct Outward Dialing to Local Short-Codes.** Each Customer Location that is connected to the Orange Voice Network and that receives the Business Talk Local Voice Services may reach local short-codes destinations, including official emergency services numbers defined by the national numbering plan controlled by the national regulatory authority.
- 1.6.4.3.1 **Static Emergency Services.** The Business Talk Local Voice Services support access to local emergency services or local public safety access point (PSAP) from any Location that is connected to the Orange Voice Network ("**Static Emergency Services**"). To enable the local emergency services dispatch center or the PSAP to locate the origin of the calls properly and to enable Orange to route the call to the nearest emergency services dispatch center or local PSAP, Customer shall ensure that the registered Location and CLID/ANI presented to the Orange Voice Network corresponds to the actual physical address from which the call originates, and is in compliance with the specificity of applicable local regulations.
- By using the Business Talk Local Voice Services, Customer warrants and covenants that Customer will register the Location address and that the Location address and associated CLID/ANIs are complete and accurate. Customer acknowledges and agrees that the Static Emergency Services may not function correctly or at all, and that Orange will not be responsible or liable therefor, in the event of: Customer or User's failure to enter accurate calling location data, an Orange Network outage, Orange Network congestion, Customer's network failure, misconfiguration of Customer's network, equipment malfunctions, power outages, an emergency or PSAP failure, Force Majeure Event, etc. Customer acknowledges that Customer and its Users are responsible to inform their end users and guests on their premises of the limitations and requirements of this type of service. Where Customer is responsible to update the Location, Customer warrants and covenants that it will do so in a timely manner.
- 1.6.4.3.2 **Nomadic Emergency Services.** In those countries where permitted by local regulation and offered by Orange, the Business Talk Local Voice Services support access to local emergency services or PSAP from any Location subscribed to the Service (e.g. fixed public Internet access point, fixed personal Internet access point, etc. ("**Nomadic Emergency Services**"). To enable the emergency services dispatch center or the PSAP to locate the origin of the calls properly and to enable Orange to route the call to the nearest emergency services dispatch center or local PSAP, Customer shall ensure that the registered Location and CLID/ANI presented to the Orange Voice Network corresponds to the actual physical address from which the call originates, and is in compliance with the specificity of applicable local regulations.

By using the Business Talk Local Services, Customer warrants and covenants that Customer will register the Location address and that the Location address and associated CLID/ANI's are complete and accurate. Customer expressly acknowledges and agrees that it is solely Customer's obligation and responsibility to ensure that each User enters and timely updates the correct, accurate and current calling location data into the End Point for each calling location as specifically as possible (e.g. floor number, suite number, seat or desk information, etc.). Where Customer is responsible to update the Location, Customer warrants and covenants that it will do so in a timely manner. Customer acknowledges and agrees that the Nomadic Emergency Services may not function correctly or at all, and that Orange will not be responsible or liable therefor, in the event of: Customer or User's failure to enter accurate

calling location data, an Orange Network outage, Orange Network congestion, Customer's network failure, misconfiguration of Customer's network, equipment malfunctions, power outages, an emergency or a local PSAP failure, Force Majeure Event, etc. Customer acknowledges that Customer and its Users are responsible to inform their end users and guests on their premises of the limitations and requirements of this type of service.

- 1.6.4.3.3 **Additional Terms Regarding Emergency Calling With IP Phones in the United States.** Additional terms and conditions regarding the use of Business Talk Local Voice Services with IP Access (i.e. using IP phones) to place emergency 911 calls in the United States are set forth on Exhibit A to this Service Description ("**US Emergency 911 Notice**") and are incorporated herein by this reference. Customer acknowledges that it has read such terms and conditions and understands that Customer and its Users are responsible to inform their end users, guests, and other third parties who may have access to the Service on their premises of the limitations and requirements of this type of service. Prior to establishing access to the Services for an end user, it is the responsibility of Customer to (a) inform such end user of the emergency 911 limitations of the Service, and (b) to provide to the end user warning stickers for placement on their IP phones. It is Customer's responsibility to download the warning sticker (in printable format) from the Website. As a condition to Service activation, Customer is required to sign and return a copy of the US Emergency 911 Notice. To the extent that Orange makes available to Customer access to the Business Talk Portal and Customer accesses such portal for the provisioning of Services, Customer shall be required to download and acknowledge receipt through electronic means of both the US Emergency 911 Notice and the downloadable warning stickers prior to Service activation.
- 1.6.4.3.4 **Additional Terms Regarding Emergency Calling With IP Phones in Canada.** Additional terms and conditions regarding the use of Business Talk Local Voice Services with IP Access (i.e. using IP phones) to place emergency 911 calls in Canada are set forth in Exhibit B to this Service Description (and also available on the Website), and are incorporated herein by this reference. Customer acknowledges that it has read such terms and conditions and understands that Customer and its Users are responsible to inform their end users and guests on their premises of the limitations and requirements of this type of service. It is the responsibility of Customer to inform all of its end users of the emergency 911 limitations of the Service, and to provide warning stickers for placement on the IP phones of all Service end users. It is Customer's responsibility to download the mandatory notice to end users and the warning sticker (in printable format) from the Website. As a condition to Service activation, Customer is required to sign and return a copy of the 'Customer Activation Express Consent' as set forth on the Website.
- 1.6.4.3.5 Neither Orange nor its suppliers (or any of their respective Affiliates, directors, employees or agents), will be responsible or liable to Customer, Users, or any end users for, and Customer will defend, indemnify and hold harmless Orange, its Affiliates, and suppliers from and against, any and all Losses (including personal injury or death) arising out of or relating to Customer's, User's, or an end user's: (a) failure to provide Orange accurate and complete calling location data, or (b) use of the Static Emergency Services or Nomadic Emergency Services, except to the extent the Losses are attributable to Orange's gross negligence or violation of applicable law.
- 1.6.4.4 **Registration into Orange-Selected National Enquiry Database.** Orange will publish Customer's assigned or ported-in telephone number(s) and Location addresses ("**Customer Contact Information**") provided by Customer to Orange in the selected national directory databases and Customer may inspect and request correction of the Customer Contact Information. Customer shall notify Orange if Customer does not want its Customer Contact Information to be published in the national directory databases, provided that Orange may still publish such information as needed for the emergency services or where required by law, rule, or regulation. Customer acknowledges and agrees that the Customer Contact Information, whether published in the national directory databases or not, can be communicated to Orange's third party service providers, consultants, subcontractors and contractors, including third parties who sell products and services on Orange's behalf if such information is necessary for the performance of the third parties' contractual obligations with Orange or for Orange's provision of the Service to Customer. In some countries, as identified by Orange, the national directory services publication of the Customer Contact Information is Customer's responsibility. In those countries, Customer shall take all necessary action(s) to contact the local commercial company(ies) in charge of the national directory services and provide all information required. Orange will not be liable or responsible for, and Customer will defend, indemnify and hold harmless, Orange for any failure by Customer to, contact the company(ies) in charge of the national directory services and provide the Customer Contact Information.
- 1.7 **Service Transition Management (STM).** Service Transition Management is a non-recurring service to manage the fulfillment of the Orders for Business Talk. For each Business Talk Order, Orange assigns a Voice Service Transition Manager who will coordinate the implementation of the Business Talk Location as described in and subject to the separate Service Description for Service Transition. For simple and standard services, the Voice STM is provided as part of the standard service installation. In case of non-standard Business Talk service, Customer will need to purchase the Customized Voice STM service.
- 1.8 **Service Management.** Orange will provide the Standard Service Management Services (as described in separate Service Descriptions) for Business Talk, unless Customer orders the Extended service options of such Services. Unless otherwise expressly set forth in the Orders or Charges Schedule for Business Talk, any and all Charges applicable to Service Management Services are in addition to the Charges for Business Talk.
- 1.9 **Fair Use Policy, Usage Restrictions, and Limitations.** Business Talk is exclusively intended for standard business use and calling, and Customer agrees that it and its Users will not use Business Talk for: (a) Call center or mass marketing inbound calls, (b) voting line, (c) continuous and extensive call forwarding, (d) fax broadcast or fax "blasting", (e) reselling subscription and minutes, (f) sharing subscriptions between users, (g) inbound

audioconferencing services, and (h) calling inconsistent with normal, individual subscription use. CLI/ANI manipulation or spoofing in violation of applicable law, rule, or regulation is strictly forbidden, and Orange supports industry standard CLI presentation and restrictions. Orange will not be liable for any failure to provide or delay in providing Business Talk or any part thereof if such failure or delay is caused by a change of CLI. Calls or signaling made with a changed CLI are excluded from any SLA. Customer will defend, indemnify, and hold harmless Orange and its Affiliates against all Losses suffered or incurred by Orange, its Affiliates, or its/their voice carriers Subcontractors arising out of or related to a change of CLI. The maximum duration for a call is 4 hours, after which the call may be automatically disconnected. If Orange reasonably believes that Customer's or its User's usage of the applicable Business Talk plan violates the terms of this Clause 1.9, then Orange reserves the right to cancel or suspend Business Talk at, or change the Business Talk plan applicable to, the relevant Location(s).

- 1.10 Pricing.** The pricing for Business Talk includes: (a) Installation Charges (excluding project management Charges), (b) Access Charges, (c) Usage Charges (including monthly minimum Charges), (d) Flat-Fee Charges, and (e) Feature Charge(s).

1.10.1 Installation and Access Charges

- 1.10.1.1 IP Access.** A one-time service installation Charge applies to each Location with IP Access. For Locations using IP Access Corporate, IP Access Satellite or IP Access Small, a per Voice Channel monthly recurring Charge applies based on the number of Voice Channels provided to the Location. These Charges are in addition to any other IP Service Charges that may apply, including any Charges applicable to CE Router voice cards or Software that may be ordered to connect the PBX to the IP Service.

- 1.10.1.2 Customized Voice Service Transition Management.** An additional one-time service installation Charge applies to each Location requiring a non-standard service.

- 1.10.2 Usage Charges** Usage Charges do not apply to On-Net calls between two Locations of the same customer. For all other calls, the Business Talk Usage Charge is a per-call or per-minute charge; Usage Charges that are a per-minute rate will be based on the country in which the call terminates, will be pro-rated based on the duration of the call, and where applicable, will also be based on the numbering plan defined by Orange for the applicable country. Each call charged per-minute is subject to an initial minimum charge equal to 20 seconds. After the first 20 seconds, each call is then charged per second. Usage rates will be either international or domestic and may be tariffed.

Each Location where Business Talk is provided may be subject to a Minimum Monthly Payment, defined on a per-country basis. If, for any given month, the aggregate Usage Charges generated by the Location (the "**Eligible Business Talk Charges**") is less than the Minimum Monthly Payment, Customer will pay a charge (which the Parties hereby agree is part of the consideration for this Agreement, is a material and inseparable pricing term for the Agreement and is reasonable) equal to the difference between the Eligible Business Talk Charges and the Minimum Monthly Payment for such Location. The Minimum Monthly Payment applies in full to the month in which Business Talk commences.

Orange reserves the right to: (a) amend the list of Service destinations to include new domestic and international destinations to which a Customer Location or End Point may connect using the Orange Voice Network, and (b) determine, and assess Customer, the Charges applicable to such new destinations. Orange also reserves the right to change or modify the Usage Charges for any destination based on new, or changes to existing, applicable law, rule, or regulation. Customer expressly acknowledges and agrees that its continued use of the Service with respect to such new destinations and Charges or modified Usage Charges constitutes Customer's acceptance of such changes and charges.

- 1.10.2.1 International Usage Charges.** International Usage Charges include: (a) International Off-Net rates apply to international Off-Net Calls and international Virtual On-Net Calls, and (b) International On-Net rates apply to international On-Net Calls and to international Forced On-Net Calls, except On-Net and Forced On-Net Calls made between two Locations using IP Access.

- 1.10.2.2 Domestic Usage Charges.** Domestic Usage charges include: (a) Domestic Off-Net rates apply to Domestic Off-Net Calls and Domestic Virtual On-Net Calls, and (b) Domestic On-Net rates apply to Domestic On-Net Calls and to Domestic Forced On-Net Calls originating from Locations with Access, except On-Net and Forced On-Net Calls between two Locations.

- 1.10.3 Flat Fee Charges.** Orange may provide domestic or international flat fee packages that include a specified maximum number of minutes for calling Off-Net fixed geographical or mobile destinations, as identified in the Charges Schedule or Order, as applicable. Calls to On-Net destinations are free of charge. Inbound minutes to the Orange-provisioned phone number of each end user are unlimited. Additional features may be provided as options and for additional fees, as described in the Charges Schedule or Order, as applicable. All traffic or usage not included in the package selected by Customer is subject to additional charges per destination and usage (e.g. additional countries, special number, specific usage, etc.), as set forth in the Charges Schedule or Order, as applicable. Any minutes included in a package do not roll over from month to month and will be deemed lost if not used within that same month, and the minutes included in Customer's package cannot be transferred, assigned, or applied to any other account, plan or customer. For Off-Net calls, a maximum of 50% of the calls may be generated towards mobile numbers and international numbers. If a user generates more than 50% of calls toward mobile numbers or more than 50% of calls toward international numbers, then Orange reserves the right to assess additional charges (as identified in the Charges Schedule or Order, as applicable) or to terminate Business Talk at the relevant Location(s) if Customer does not pay the additional charges assessed by Orange.

1.10.4 Feature Charges

- 1.10.4.1 **VPN Option.** One-time and monthly recurring Charges apply to the VPN Option. Usage Charges also will apply to Customer's use of the features provided in the VPN Option.
- 1.10.4.2 **Continuity Option.** One-time and monthly recurring Charges apply to the Continuity Option. Usage Charges also may apply to Customer's use of the features included in the Continuity Option.
- 1.10.4.3 **Online Option.** One-time and monthly recurring Charges apply to the Online Option.
- 1.10.4.4 **Business Talk Local Voice Services.** For the Business Talk Local Voice Services, one-time and/or monthly recurring Charges apply per ported or allocated DID number or consecutive DID number range.

1.11 For Business Talk Provided in the United States

- 1.11.1 **CPNI.** For Services provided in the United States, Orange will not disclose Customer's CPNI to third parties, and third parties will not be permitted to access or use Customer's CPNI, except as permitted by law. CPNI will be disclosed by Orange by telephone or in person (a) only by Orange's dedicated account representative for Customer, and (b) only to the person(s) authorized by Customer to be the contact with Orange and to receive the CPNI from Orange ("**Customer CPNI Contact**"). Customer may establish an online account to enable access to CPNI. Access to Customer's online account will be protected by a password that is not based on Customer account information. Customer will be required to reset the password if the password is lost or forgotten.
- 1.11.2 **US Regulated Services.** The Parties acknowledge and agree that the supply of certain Services under this Agreement within the United States is dependent upon federal or state licensing or other regulatory requirements ("**U.S. Regulated Services**"). With the exception of all Services that fall under the definition of "Interconnected VoIP" (as defined in Section 9.3 of 47 C.F.R.), U.S. Regulated Services requiring compliance with federal regulatory requirements will be provided to Customer by Orange Business Services U.S., Inc. ("**Orange US**"), and those requiring compliance with state regulatory requirements will be provided to Customer by France Telecom Corporate Solutions L.L.C. ("**FTCS**"), which is a U.S. Affiliate of Orange US. FTCS will provide all U.S. Interconnected VoIP Services. For U.S. Regulated Services, Orange agrees to assume responsibility for the coordination of that component of the Services for Customer. If any non-US Customer wishes to order U.S. Regulated Services for any U.S. Locations, Orange may require that Customer's U.S. Affiliate first execute a local agreement with Orange US. U.S. Regulated Services will be invoiced in the U.S. either on separate monthly invoices issued by Orange US and FTCS for their respective Charges or on a single invoice issued by Orange US that specifically identifies Charges for Services provided by FTCS.

- 1.12 **Online Tool.** Customer may access and use the online ordering and management tools for Business Talk through the My Service Space portal. Notwithstanding anything to the contrary contained in the Agreement, the following terms apply to Customer's use of the Online Tools (as defined herein) for Business Talk:

The Parties may use the online quoting and ordering tool(s) provided as part of the My Service Space portal or such other tool(s) as Orange may designate and make available to Customer at a URL identified by Orange ("**Online Tools**") for the submission and acceptance of Orders. For Orders processed through the Online Tools, an order form will be available for Customer's review and acceptance through, or Customer will select the Business Talk Service features or options that it wishes to order or change using, the Online Tools. Customer will provide all information requested by Orange for Orders processed through the Online Tools. The Business Talk Service ordered or the changes made to Business Talk via the Online Tools, will be deemed accepted by Customer at the time Customer approves or accepts them in accordance with the process and procedures of the Online Tools. Any additional changes made or required (e.g. because of incorrect or incomplete information provided by Customer) may be subject to a Change Order and additional charges. Customer also will be responsible and liable for any cancellation or early termination charges (as described in the Agreement) that apply if Customer cancels or terminates a Business Talk Service using the Online Tools. Notwithstanding anything to the contrary otherwise contained in this Agreement, Customer is responsible and liable for any Business Talk Service ordered or changes made to Business Talk by any User using the Online Tools.

Customer will ensure that its Users (i) protect the logins, passwords, access codes, or other credentials provided by Orange in connection with the Online Tools, and (ii) comply with Orange's instructions and security rules and procedures in connection with the use of the Online Tools to ensure that there is no unauthorized or fraudulent alteration or use of data, loss of data, or any unauthorized, malicious, or fraudulent access to the Online Tools. Customer will indemnify and hold harmless Orange and its Affiliates against and from all Losses arising out of or relating to any and all claims by any person or entity relating to use of the Online Systems in breach of this Clause 1.11.

EXHIBIT A IMPORTANT EMERGENCY 911 DISCLOSURE AND NOTICE - FOR BUSINESS TALK LOCAL VOICE SERVICES WITH IP ACCESS IN THE USA

The rules of the Federal Communications Commission ("**FCC**") require that Orange and France Telecom Corporate Solutions, LLC ("**Company**"), the affiliate of Orange Business Services US, Inc. licensed to provide local voice services in the United States, inform Customer of any differences between the 911 access capabilities available with our voice over internet protocol services, including SIP Trunking as included in the Orange Business Talk Local Voice Services ("**VoIP Services**"), as compared to the 911 access capability available with traditional wireline voice service. It is important that you understand how these differences affect your ability to access 911. You agree to share this US Emergency 911 Notice with all authorized users, guests and other third parties who may have access to the VoIP 911 service at your premises. Prior to establishing access to the VoIP Services for an end user, Customer must provide the end user with a copy of the telephone warning "stickers" (the text of which is available at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>) and directions to place the sticker on or near the end user's VoIP telephone. It is recommended that Customer also include on its own employee-facing website ("intranet") a link to the US Emergency 911 Notice and stickers.

Not a Telephone Service. Customer acknowledges and understands that VoIP Services are not telephone services. The Service connects to the Internet or a dedicated connection, which is different from a traditional telephone line. There are **IMPORTANT DIFFERENCES** between telephone service and VoIP Services. 9-1-1 service associated with Your VoIP Service has certain limitations compared with traditional 9-1-1 service, which are as follows:

- You understand and acknowledge that: (a) should you change your use of your Service without first notifying Company, and/or (b) should you choose to operate your service outside of your address as registered with Company either temporarily or permanently, 9-1-1 service will not operate properly and your ability to access 9-1-1 service will be adversely affected.
- You agree to notify Company immediately should you change your use of Service, including without limitation, should you move the location or municipal address from which you use your Service. You acknowledge that it may take up to 5 days for any change in address to be processed. You authorize Company to disclose your name, telephone number, Registered Location Address, and other relevant identifying information to third-party service providers, including without limitation, call routers, call centers, and PSAPs, for the purpose of dispatching emergency services personnel to your location.
- Service Outages. You acknowledge and understand that during Internet or dedicated connection service outages for any reason whatsoever, the VoIP Service, INCLUDING 9-1-1 SERVICE, will not work.
- Loss of Service Due to Power Failure. You acknowledge and understand in the event of a power failure, the VoIP Service, INCLUDING 9-1-1 SERVICE, will not function until power is restored. A power failure or disruption may require you to re-set or reconfigure Equipment prior to using the VoIP Service.
- Service Outage Due to Suspension of Your Account. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent VoIP Service, INCLUDING 9-1-1 SERVICE, from functioning.
- You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to traditional wireline voice 911.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS, WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING TO THE 9-1-1 SERVICE EXCEPT TO THE EXTENT SUCH INJURY, DEATH OR DAMAGE RESULTS FROM COMPANY'S NEGLIGENCE IN, OR VIOLATION OF LAW APPLICABLE TO, THE PROVISION OF SUCH SERVICE, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS) FOR ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) WHICH COMPANY MAY SUFFER OR INCUR, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO 9-1-1 SERVICE WITH VOIP SERVICES (HOSTED PBX, VOIP OR SIP TRUNKING) EXCEPT TO THE EXTENT SUCH LIABILITIES, CLAIMS, DAMAGES, LOSSES OR EXPENSES, RESULT FROM COMPANY'S NEGLIGENCE IN, OR VIOLATION OF LAW APPLICABLE TO, THE PROVISION OF SUCH SERVICE.

Customer acknowledges that it is Customer's sole responsibility to provide the necessary information contained in this US Emergency 911 Notice and telephone stickers to all end users to whom Customer offers access to VoIP Services.

I acknowledge that I have received, read and understand this US Emergency 911 Notice. I represent that I am a representative of the Customer identified below and authorized to execute this Notice on behalf of such Customer.

Customer Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B IMPORTANT EMERGENCY 911 DISCLOSURE AND NOTICE - FOR BUSINESS TALK LOCAL VOICE SERVICES WITH IP ACCESS IN CANADA

ExB.1 Terms of Service - 9-1-1 Service Provisions and Limitation of Liability

Description: VoIP services allow people to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and Orange VoIP service customer acknowledges its understanding of and agrees to the differences that exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services. Orange VoIP service customer acknowledges and agrees that it is solely responsible for informing its individual employees and other end users of the Orange VoIP service (referred to herein as "end users") of the differences between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services. Prior to establishing access to the Orange VoIP service for an end user, Orange VoIP service customer must provide the end user with a copy of these *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability*, notifications, and telephone warning "stickers" (the text of which is available at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>) and directions to place the sticker on or near the end user's VoIP telephone. Orange VoIP service customer must annually provide all end users with reminders of the 9-1-1 service limitations and stickers and directions to place the sticker and reminder on or near the end user's VoIP telephone. It is recommended that Orange VoIP service customer also include on its own employee-facing website ("intranet") a link to the *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability*, notifications and stickers.

9-1-1 Service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through the Orange VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls. Orange VoIP service customer hereby acknowledges and understands the differences between traditional 9-1-1 service and VoIP 9-1-1 calls placed to emergency services from numbers assigned to Orange VoIP service customer's account as described below. Orange VoIP service customer acknowledges that it is the Orange VoIP service customer's sole responsibility to provide the necessary information contained in these *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability*, notifications, and telephone stickers to all end users to whom Orange VoIP service customer offers access to Orange VoIP service.

Placing 9-1-1 Calls: Due to the limitations of the VoIP service, 9-1-1 calls will be routed differently from 9-1-1 calls made using traditional telephone service. When a 9-1-1 emergency call is made, the VoIP service will attempt to automatically route the 9-1-1 call through a third-party service provider, or call center, that will then route the call to a Public Safety Answering Point ("PSAP") based on registered address information provided by the Orange VoIP service customer. This third-party service provider is different from the PSAP that would answer a traditional 9-1-1 call which has access to automatically generated end user address information. Consequently, the end user may be required to provide the end user's name, address, and telephone number to the third party service provider answering the 9-1-1 call.

How Your Information is Provided: The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the registered name, address and telephone number associated with the Orange VoIP service customer account and associated phone number from which the call is made. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the end user's name, phone number, or physical location. Therefore, when making a 9-1-1 emergency call, the end user must immediately inform the dispatcher of his or her location (or the location of the emergency, if different). If the end user is unable to speak, the dispatcher may not be able to locate the end user if the location information associated with the Orange VoIP service customer account and associated phone number is not up to date.

Correctness of Information: The Orange VoIP service customer is responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) associated with all VoIP lines associated with Orange VoIP service customer's account. If the address associated with an Orange VoIP service customer account line changes, Orange VoIP service customer must immediately provide notification to its Orange account customer service representative of the change of information by phone. Orange VoIP service customer must also immediately update the address information on the online portal available at <https://onemettel.net>. If the end user does not correctly identify the actual location where the end user or emergency is located, or if the Orange VoIP service customer's account and associated phone number address information is not up-to-date, 9-1-1 calls may be misdirected to an incorrect emergency response site.

Disconnections: The end user must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher as the dispatcher may not have the end user's number or contact information. If the end user is inadvertently disconnected, the end user must call back immediately.

Connection Time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect than a traditional 9-1-1 call.

9-1-1 Calls May Not Function: Orange VoIP service customer acknowledges and understands that for technical reasons, the functionality of ALL VoIP Service, including 9-1-1 VoIP emergency calls, may cease or be curtailed in various circumstances, including but not limited to: congestion, failure of service or system access equipment including telephone handsets, power failure, disruption or loss of Internet connection, as explained more fully below. These events may require that Orange VoIP service customer or the end users reset or reconfigure the equipment in order to re-establish the Orange VoIP Service and the availability of the 9-1-1 service. Orange is not responsible for resetting or reconfiguring of the equipment.

Congestion: For technical reasons, including network congestion, a 9-1-1 emergency call may produce a busy signal or take longer to connect than a traditional 9-1-1 call. Orange VoIP service customer acknowledges that there may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 call made utilizing the Orange VoIP Service as compared to 9-1-1 dialing over traditional public telephone networks.

Failure of Service or System Access Device: If the system access equipment fails or is not configured correctly, or if the VoIP service is not functioning correctly for any reason, including: power outages, VoIP service outage, suspension or disconnection of service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage, change of location of the system access equipment to a location other than that associated with the Orange VoIP service customer account and associated number(s), the Orange VoIP service customer or its end users may need to reset or reconfigure the system access equipment before the end user is able to use the VoIP service, including for 9-1-1 emergency calls.

Power or System Outage: Orange VoIP service customer acknowledges and understands that a service outage for ANY reason including power outage or internet system outage will terminate the availability of ALL VoIP Service, including 9-1-1 service.

Alternate Services: If Orange VoIP service customer or any of its end users are not comfortable with the limitations of 9-1-1 emergency calls, Orange recommends that Orange VoIP service customer terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.

Notification to End Users: Orange VoIP service customer acknowledges and agrees that it is responsible for notifying all end users of the nature and limitations of 9-1-1 emergency calls of the VoIP services as described herein.

Provision of End User Address Information: An end user's initial location will be registered as a part of activation of the Orange VoIP service customer's Orange VoIP Service. It is the Orange VoIP service customer's responsibility to immediately notify Orange of changes in the accuracy of the physical address associated with any phone numbers assigned to the Orange VoIP service customer's account and to immediately update the information on the online portal available at <https://onemettel.net> in case of any changes, additions or transfers of phone numbers or re-location of VoIP phones. Orange disclaims any and all responsibility if the location information is not updated immediately, if there is any delay or difficulty on the part of Orange in notifying the third party service emergency service provider of the updated location, or if end user does not correctly identify the actual location of the emergency to the third party service provider answering the 9-1-1 call.

Customer Authorization to Disclose End User Information: Orange VoIP service customer authorizes Orange to disclose the name, address, and telephone number associated with Orange VoIP service customer and with each end user VoIP telephone line to third parties involved in providing 9-1-1 dialing including, without limitation, call routers, call centers, and local emergency centers.

Liability: Orange VoIP service customers are advised to review this section with respect to Orange's 9-1-1 limitations of liability and to provide access to this information to end users.

Orange does not have any control over whether, or the manner in which, calls using VoIP 9-1-1 dialing are answered or addressed by any emergency call or response center. Orange disclaims all responsibility for the ability of the equipment to connect to an emergency response center, the conduct of the emergency response center and the public safety answering point. Orange relies on third parties to assist in routing 9-1-1 calls to emergency response centers and a public safety answering point. Orange disclaims any and all liability or responsibility in the event that data used by such third party to route the call is incorrect or yields an erroneous result. Orange does not have any control over the Internet connection. Neither Orange, its officers nor its employees may be held liable for any claim, damage or loss and Orange VoIP service customer hereby waives any and all such claims or causes of action, arising from or relating to Orange's VoIP 9-1-1 dialing service. Orange VoIP service customer shall defend, indemnify and hold harmless, Orange, its officers, directors, employees, affiliates, agents and assigns, and any other service provider who furnishes services to Orange VoIP service customer in connection with the equipment or Orange VoIP service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, counsel fees), including claims based in negligence, gross negligence, willful misconduct, or recklessness, by or on behalf of Orange VoIP service customer, any end user or any other third party relating to the absence, failure, or outage of the equipment, including VoIP 9-1-1 dialing, incorrectly routed VoIP 9-1-1 calls, incorrectly entered end user address information, and/or the inability of any end user to be able to use VoIP 9-1-1 dialing, or access emergency service personnel. If Orange VoIP service customer or its end users are not comfortable with the limitations on VoIP 9-1-1 dialing, Orange VoIP service customer and end users should have an alternative means of accessing traditional 9-1-1 services.

CUSTOMER ACTIVATION - EXPRESS CONSENT

The undersigned Customer has read and understood the 9-1-1 service limitations contained in the Orange VoIP *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability* and its responsibilities thereunder and the limitation of liability of Orange.

Customer Name: _____

Authorized Customer Representative Signature

Printed Name of Signatory

Date

END OF SERVICE DESCRIPTION FOR BUSINESS TALK SERVICE