

## **PUBLICATION 1 SERVICE DESCRIPTION FOR NETWORK INTERACTIVE VOICE RESPONSE SERVICE**

### **1.1 Service Overview**

The Network Interactive Voice Response Service ("**NIVR Service**") provides fully managed network-based automatic voice response services in connection with the Contact Center Access Service. To receive the NIVR Service, Customer also must receive the Contact Center Access Service, as described in a separate Service Description attached to this Agreement. The NIVR Service enhances the Contact Center Access Service by allowing Customer to manage the routing of incoming calls to Contact Center Access Locations (as defined in the Service Description for Contact Center Access Service) or to provide announcements to callers. Upon dialing a Public Access Number (as defined in the Service Description for Contact Center Access Service), callers are routed to a Voice Menu Application (as described below), which provides callers with predefined messages, or allows callers to select defined options, or terminates the call. Orange will provide and maintain the NIVR Service platform infrastructure. Depending on the service model selected by Customer, either Orange or Customer will be responsible for:

- (a) the Voice Menu Application design, implementation, and change management, and
- (b) hosting the Voice Menu Application on a web application server.

Customer will provide all Internet access needed to use the NIVR Service, including any web-based interface or web-based test environment provided by Orange as part of the NIVR Service.

### **1.2 Service Models**

The following three service models are available for the NIVR Service:

#### **1.2.1 Managed by Orange**

Orange provides and manages the entire NIVR Service, including the NIVR infrastructure, hosting of the Voice Menu Application on the web application server, and Voice Menu Application design, implementation, and change management.

#### **1.2.2 Management Portal**

Orange provides and manages the NIVR infrastructure and hosts the Voice Menu Application. Customer is responsible for the Voice Menu Application design (in accordance with any software or coding requirements that Orange may specify), implementation, and change management. Orange will provide Customer with access to a web-based interface for the Management Portal service model, and Customer will use such interface for the Voice Menu Application design, implementation, and change management. Except as otherwise agreed upon by Orange in writing, the Management Portal service model will support only one Voice Menu Application, will not support the Automatic Speech Recognition optional feature described below, and may not support other Contact Center Access-related Services (as identified by Orange from time to time). Upon Customer's request and subject to additional Charges, Orange will provide Customer with training on the Management Portal interface.

#### **1.2.3 Development Portal**

Orange provides and manages the NIVR infrastructure only. Customer is responsible for hosting the Voice Menu Application on a web application server; for the Voice Menu Application design (in accordance with any software, coding, or audio file requirements that Orange may specify), implementation, and change management; and for all equipment needed therefore. Customer also is responsible for providing the web application server link to the NIVR Service (which will be either the Orange IP VPN Service or an Internet Connection), and the web application server must be accessible from the NIVR platform. Orange will provide Customer with:

- (a) access to a website that will provide Customer with information to assist Customer in the development of the Voice Menu Application, and
- (b) a web-based test environment to allow Customer to test the Voice Menu Application before publishing the Voice Menu Application on the web application server.

Customer must test all Voice Menu Applications and validate the sizing before publishing such on the web application server. Upon Customer's request, Orange will provide technical support in the event Customer is unable to perform successful testing of the Voice Menu Application. Such technical support may include retrieval of logs issued from the NIVR infrastructure, analysis of logs, and diagnosis of the origin of the problem or failure; however, Orange will not provide an analysis of the Voice Menu Application coding, nor will Orange assist Customer in the development of the Voice Menu Application. If the Orange diagnosis identifies the NIVR infrastructure as the origin of the problem or failure, then the technical support provided by Orange will be free of charge. Otherwise, the technical support provided will be subject to additional Charges.

Customer will determine in its sole discretion the access to its Voice Menu Application, and Customer is responsible for any security related thereto. Orange may suspend or close Customer's Voice Menu Application or the NIVR Service by providing Customer as much prior notice as reasonably appropriate under the circumstances if Orange, in its reasonable discretion, determines that Customer's Voice Menu Application or use of the NIVR Service in any way jeopardizes the Orange ability to provide the NIVR Service or other Service to either Customer or any other customer generally. In the event of such suspension or closure, Orange will work with Customer in good faith and provide reasonable guidance to find a solution that may allow Customer to use its Voice Menu Application and the NIVR Service.

Orange will provide Customer with prior written notice of any new major release to the NIVR infrastructure. If Customer receives the Development Portal service model, then Customer will have access to a web-based test

environment for 20 days to test the Voice Menu Application with the NIVR infrastructure release. Customer will notify Orange in writing of any material malfunction in the NIVR Service within 20 days from the date of the release, or Customer will be deemed to have accepted the new NIVR infrastructure. If Customer so notifies Orange of a material malfunction, then the Parties will work together in good faith, and in accordance with their respective obligations based on the service model received by Customer, to resolve the malfunction.

### 1.3 Greeting, Qualification, and Management Options

For the Managed by Orange and Management Portal service options, the NIVR Service may include the following greeting, qualification, or management options, as mutually agreed upon by the Parties:

- (a) **Greeting and Transfer:** The caller hears a basic greeting message, and the call is then terminated or transferred to an agent.
- (b) **Simple Call Qualification:** The caller hears a basic greeting message and is offered one level of selection before being transferred to an agent.
- (c) **Detailed Call Qualification:** Customer may play a customized voice message to callers based on pre-defined parameters (e.g. Time of Day, Day of Week, or other routing features described in the Service Description for Contact Center Access Service). A caller will be asked to select an option from the pre-recorded message, or the caller will be transferred to an agent.

In addition to the foregoing, the Managed by Orange service model may include the following options, as mutually agreed upon by the Parties in writing:

- (d) **Call Qualification with Caller's Authentication:** The Voice Menu Application provides a secure access authentication prompt and different access to information for different callers based upon the PIN number entered by the callers following the prompt.
- (e) **Business Continuity Plan:** The Business Continuity Plan allows Customer's administrator to activate a pre-defined new routing plan (e.g. changing Destination Numbers, Percentage Allocation routing, etc.) for disaster recovery.

### 1.4 Standard Service Features

Prior to commencement of the NIVR Service, Customer will provide to Orange all relevant technical specifications and documentation needed for Orange to provide the NIVR Service.

#### 1.4.1 Voice Menu Application

For the Managed by Orange service model, Orange will develop a Voice Menu Application in accordance with Customer's specifications, which will be subject to the review and approval by Orange. For the Management Portal and Development Portal service models, Customer will develop the Voice Menu Application. The Voice Menu Application will be designed in a tree-architecture, allowing several layers of choices to be offered to the caller. The features and routing scripts of the Voice Menu Application may include all or some of the following:

- **DTMF ("Touchtone") Recognition:** Recognition of audio tones generated from pressing the buttons on a Touchtone phone is provided as a core function of the Voice Menu Application.
- **Time-Out on No Selection:** If the Voice Menu Application does not receive the requested touch tone after a delay pre-defined by Customer, the call will be automatically re-routed to a default Customer destination, and the caller will receive a specific message announcement or the call will be terminated.
- **Time Dependent Menu Processing:** Within the same Voice Menu Application, the proposed options and associated Destination Numbers can vary according to the Time of Day, Day of Week, and Day of Year.
- **Percentage Allocation:** For a Voice Menu Application option, the Voice Menu Application can route calls to several destinations according to pre-defined percentage distribution rules with defined minimums and maximums.
- **Returning to Main Menu Level:** The Voice Menu Application can provide callers with the opportunity to return to the main menu level by dialing a pre-defined digit.
- **Live Operator Default:** The Voice Menu Application can give callers the opportunity to be routed to a live operator by dialing a pre-defined digit.
- **Cut Through:** The Voice Menu Application can provide the ability to dial the requested digit before the message has been played in its entirety.
- **Multilingual Messages:** The Voice Menu Application can provide callers with the option to hear messages played in a different language.

#### 1.4.2 Overflow

In case of a busy signal or when the NIVR Service does not answer, the Orange Voice Network will route the inbound calls to a default Call Center Location defined by Customer.

#### 1.4.3 Prompts

Customer will provide the recorded messages for the NIVR Service in the appropriate format identified by Orange. Orange will insert the recorded messages into the NIVR Service for the Managed by Orange service model; Customer will insert the recorded messages into the NIVR Service for the other service models.

#### 1.4.4 Destination Numbers

Customer will define all Contact Center Access numbers to which calls into the NIVR Service will terminate (the "**Destination Numbers**"), and Destination Numbers must be assigned to all final choices provided by the Voice Menu Application.

#### 1.4.5 Reports

Orange may provide reports regarding the NIVR Service through its My Service Space Service portal.

### 1.5 Optional Service Features

Orange may provide the following optional features upon Customer's request, subject to additional Charges.

#### 1.5.1 Text-to-Speech

Subject to any language restrictions identified by Orange, Orange will provide Text-to-Speech Software to Customer, which will provide a means of taking language text and "speaking" the words in clear sentences to the caller.

#### 1.5.2 Automatic Speech Recognition

Subject to any language restrictions identified by Orange, Orange will provide Automatic Speech Recognition Software, which will allow the caller to speak naturally in directed dialogs rather than selecting numbers on a keypad. Automatic Speech Recognition is available with the Managed by Orange and Development Portal service models.

### 1.6 Customer Care

For the NIVR Service, Orange will provide the NIVR Service Management services as described in Exhibit A of this Service Description, which is attached hereto and is incorporated herein by reference. Additional Charges will apply to the Extended NIVR Service Management, and Extended NIVR Service Management is required for the Developmental Portal service model option, the Automatic Speech Recognition service feature, and as otherwise specified by Orange.

### 1.7 Service Pricing

- (a) **One-Time Charges.** A One-time Charge applies for each service model.
- (b) **Monthly Recurring Charges.** Monthly recurring Charges will be based on the applicable service model, the NIVR Service features, and options ordered by Customer. Separate Charges may apply to the NIVR Service Management.
- (c) **NIVR Usage Charges.** The NIVR usage Charge is a flat, per-minute rate applied during the call between the caller and the NIVR Service, including the transport between the caller and the NIVR Service. Each call is subject to a 20-second minimum, plus an incremental per-second usage Charge for every second the call continues past the initial 20 seconds. The usage Charge is defined per type of Public Access Number, based on the country from which the call originates. Surcharges expressed as a price per minute will be added for the Text-to-Speech and Automatic Speech Recognition options and may be based on the applicable languages.
- (d) **Contact Center Access Charges.** Charges for the Contact Center Access Service will apply between the caller and the Contact Center Access Location, including the transport from the NIVR Service to the Contact Center Access Location.

### 1.8 Service Delivery

Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Committed Delivery Date. Orange will notify Customer of the successful completion of the Acceptance Tests by sending Customer a "**Ready for Service Notice**". Customer will be deemed to have accepted the NIVR Service on the date on which Orange issues a Service Commencement Notice for the Service, unless Customer notifies Orange in writing of a material fault in the NIVR Service within 2 weeks of receipt of the Service Commencement Notice.

## EXHIBIT A NIVR SERVICE MANAGEMENT

### 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 a NIVR Service parameter or feature that does not affect the usage or monthly recurring Charges applicable to NIVR Service.

"**Change Catalog**" means the Orange schedule of the Changes that may be provided for the NIVR 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 of any Severity Level are reported during the previous 4 consecutive weeks for Customer, for the same NIVR Service Location and same connection, including Severity Level 1 Incident Reports opened by Orange with a Mean Time To Repair of more than 20 minutes, but excluding all other Incident Reports opened by Orange.

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

"**Incident**" means a failure or malfunction within Customer's NIVR Service. Incidents do not include NIVR 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 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, or proactively when Orange detects an Incident.

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

"**Severity Level**" means the amount of impact an Incident has on the operation of Customer's NIVR Service, as described in Clause ExA.3.3 below (Incident Report Severity). The Severity Level may also be referred to as the "**Incident Priority**".

**ExA.2 Service Overview**

Orange will provide the NIVR Service Management described herein for NIVR Service Locations. NIVR Service Management may include the Incident Management, Change Management, Availability Management, and Configuration Management services as described below. Orange will provide either Standard or Extended Service Management, as identified in the relevant Order.

**ExA.3 Standard NIVR Service Management**

**ExA.3.1 Incident Management**

**ExA.3.2 Opening an Incident Report.** Customer will report Incidents to the GCSC.

**ExA.3.3 Incident Report Severity.** All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish Service 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.3.4 Escalation.** 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. Orange uses the following escalation guidelines:

Escalation Level	Title of Responsible Orange Contact	Severity Level 1	Severity Level 2	Severity Level 3	Severity Level 5
1	Team Leader	2 hours	3 hours	5 hours	3 days
2	Team Supervisor	3 hours	5 hours	10 hours	5 days
3	Team Manager	4 hours	7 hours	15 hours	7 days
4	Head of Group	5 hours	9 hours	20 hours	10 days
5	Head of Region	6 hours	11 hours	1 day	13 days
6	Head of Organization	7 hours	13 hours	2 days	16 days

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.3.5 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.3.6 Change Management**

**ExA.3.7** Orange will configure the NIVR 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.3.9 below, and Orange will implement Changes as identified in the Change Catalog. All Changes are chargeable.

ExA.3.8 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 the NIVR Service, the Orange Network, or Customer's Voice Menu Application.

ExA.3.9 Customer will request all Changes, other than urgent Changes, via email addressed to Customer's Orange Account Manager. Customer will request all urgent Changes via email to the specific mailbox identified by Orange, which Orange will provide to Customer. For all Change Requests, Customer will use the Orange Request Form (which Orange will provide to Customer upon request).

ExA.3.10 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 "**Significant Impact**" 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 Significant Impact Change.

ExA.3.11 **Service Levels**

Notwithstanding anything to the contrary contained in this Agreement, there are no Service Levels associated with Standard NIVR Service Management, and Customer will not receive any remedies, financial or otherwise, that may be provided in any SLA for the NIVR Service attached to this Agreement.

**ExA.4 Extended NIVR Service Management**

Extended NIVR Service Management offers the features described in this Clause ExA.4 in addition to those detailed in Clause ExA.3 above for Standard NIVR Service Management.

ExA.4.1 **CSM**

Customer will receive support from a designated English-speaking Customer Service Manager ("**CSM**"), who will be available during Business Hours. The CSM will proactively manage operational performance within Orange on Customer's behalf and work with the Orange internal operations groups to maintain or improve performance of Customer's NIVR 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 NIVR 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.4.2 **Configuration Management**

The CSM will provide to Customer the Customer Operations Guide (COG), which will include additional details regarding the Extended NIVR Service Management with contact and technical support information. The CSM will be responsible for maintaining and updating the COG as appropriate. In the event of any conflict between the terms of this Agreement and the provisions of the COG, the terms of this Agreement will control.

ExA.4.3 **Availability Management**

When possible, the CSM will notify Customer 9 days in advance of any Orange Network Scheduled Maintenance that may result in a disruption of Customer's NIVR Service.

ExA.4.4 **Service Levels**

Notwithstanding anything to the contrary contained in this Agreement, any credits or other financial remedies set forth in the SLA for the NIVR Service will apply only if Customer receives the Extended NIVR Service Management.

**ExA.5 Charges**

Monthly recurring Charges for NIVR Service Management will apply to each Location receiving the NIVR Service, and Changes are chargeable per Clause ExA.3.6 above. For any Change (other than a Change identified by Orange as "significant") that Orange fails to implement in accordance with the mutually agreed upon terms set forth in the Orange Request Form, Orange will re-implement the Change for Customer without additional charge. Orange also may charge Customer for any additional costs incurred due or related to an Incident caused by Customer. Separate Charges will apply to the NIVR Service and any other Services otherwise provided by Orange.

**END OF SERVICE DESCRIPTION FOR NETWORK INTERACTIVE VOICE RESPONSE SERVICE**