

PUBLICATION 1 SPECIFIC CONDITIONS FOR SERVICE MANAGEMENT

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

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

"Change Catalog" means the Orange schedule of the Changes that may be provided as part of the Service, which schedule may be modified by Orange from time to time. A copy of the Change Catalog will be made available at a URL defined by Orange. The Change Catalog will 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 Device, including Severity Level 1 Incident Reports opened by Proactivity with a Mean Time To Repair of more than 20 minutes, but excluding all other Incident Reports opened by Proactivity.

"Customer Solution" means all the Services which the Customer has ordered from Orange and which are described in the separate Service Descriptions attached to the Agreement.

"Device" means the equipment (e.g. routers, switches, servers, etc.) provided by Orange as part of a Supported Service, and for which Orange provides the Service.

"Incident" means a failure or malfunction of a Supported Service. Incidents do not include Supported Service unavailability during Scheduled Maintenance.

"Incident Owner" means Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using My Service Space or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident. The Incident Owner will be responsible for coordinating 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 the relevant option is activated.

"My Service Space" or **"MSS"** means the web portal provided by Orange as part of the Service that allows Customer to report and track Incidents, request and track Changes, access near real-time dashboards for the Devices and obtain information and reports regarding the Supported Services, using a login name and password provided by Orange.

"Proactive Monitoring" means the Orange set of systems and processes that detect Incidents on the Devices and that create Incident Reports relating to such Incidents.

"Request for Change" or **"RFC"** means a document that contains Customer's request for Change. It includes information needed by Orange to execute the change and the requested schedule date. This can be a web page if change is submitted via MSS.

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

"Severity Level" means the amount of impact an Incident has on the operation of the Orange Service or Customer Solution, as described in Clause 1.3.1.3 below (Incident Report Severity). The Severity Level also may be referred to as the "Incident Priority".

"Service Level Agreement" or **"SLA"** means the Service Level Agreements for the Supported Services which will be described in separate Service Level Agreements attached to the Agreement.

"Support Team" means the Orange team in the Orange Support Center which provides Service Management to Customer for Supported Services.

1.2 **Conditions for Use**

1.2.1 **Supported Services.** Orange provides Service Management for the following Supported Services:

- Business VPN
- International Ethernet Link & Managed Ethernet Link
- Internet Direct
- Managed LAN
- Network Boost
- Enterprise Application Management
- Contact Center Access
- Contact Everyone
- Flexible Contact Center
- Business Talk
- Flexible Computing Express / Premium

Orange will identify and may modify from time to time the Supported Services which are eligible for the Service.

1.2.2 **Service Implementation, Acceptance Testing and Deployment.** Service Management is activated after the first site or connection of the Supported Service is implemented and has completed Acceptance Test. There are no Acceptance Tests for Service Management other than the Acceptance Tests for the Supported Services.

Once the Service Management is activated, the Customer will receive the welcome pack which will describe the activities, contacts, and escalation procedures for the Service.

1.2.3 **Applicable Service Levels.** The Service Levels and Service Windows applicable to each Supported Service are defined in the Service Level Agreement for that Supported Service. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, or other remedies, each as set out in the SLA. Notwithstanding anything to the contrary contained in this Agreement, any credits or other financial remedies set forth in an SLA for a Supported Service will apply only if Customer receives Enterprise Service Optimize Service for that Supported Service.

1.3 Provision of the Services

For the Supported Services Orange will provide Customer with Incident Management and Change Management.

1.3.1 Incident Management

1.3.1.1 **Support Team.** Orange will provide Customer with access to a designated Support Team, which will be Customer’s primary point of contact (in English only) regarding Incidents for Incident Management. The Support Team will address only requests and service calls made by authorized Customer personnel (i.e. Customer’s service desk). The Customer’s service desk must be available 24 hours a day, 7 days a week.

1.3.1.2 **Opening an Incident Report.** Customer will report any Incidents to the Support Team via MSS.

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

Severity Level	Outage Type
1	Outage of Service
2	Degradation of Service
3	Service Affected Intermittently
5	Service Not Affected / Chronic Fault
*Note: There is no Severity Level 4.	

1.3.1.4 **On-Site Support.** If Orange determines that on-site technical support is necessary after an Incident is opened, a field engineer will be dispatched to the affected Location. Orange targets a 4-hour average for dispatch and arrival onsite by its field engineers, although the actual time it takes to arrive on-site will depend on several factors, including the proximity of the affected Location to an Orange service center, the time of day in which the Incident occurred and was reported to Orange, the type of Incident and the assigned Severity Level. Upon arrival at the Location, the field engineer will use commercially reasonable efforts to restore the Supported Service to proper operational condition as soon as practicable. Orange typically targets an average restore time of 4-hours after arrival on-site for a Severity Level 1 Incident, although the actual time required to restore the Service will depend on several factors, including the field engineer’s ability to access the Location and affected Device, the type of Incident, the assigned Severity Level and availability of necessary Customer or third party personnel. The on-site support targets provided in this Clause 1.3.1.4 for the average time-to-arrive at the Location and time-to-restore an Incident are objectives only and will not affect any GTTR Service Level that may otherwise be provided in an SLA for a Supported Service.

1.3.1.5 **Information and Documentation.** Customer will have online access to information and may track active Incidents through MSS, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

1.3.1.6 **Escalation.** By adding a note to an Incident using MSS, Customer may request that an Incident be escalated at any time if there are concerns regarding the quality of the Service Support provided, the method in which an open Incident is progressing, or the impact to Customer’s business operations. Customer’s note to the Incident will generate a notification to the Incident Owner.

If MSS is unavailable then Customer may escalate by calling the Support Team.

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

1.3.2 Change Management

1.3.2.1 Upon Customer’s request, Orange will implement Changes as identified in the Change Catalog. All Changes regardless of the applicable lead-time are chargeable.

1.3.2.2 Requests for changes must be submitted via MSS unless My Service Space does not support change management for a Supported Service. In this case Customer will use the RFC, which Orange will provide to Customer upon request, and will send the RFC to the authorized Orange contact person.

- 1.3.2.3 Orange will accept change requests and inquiries only from Customer's authorized designated contacts.
- 1.3.2.4 Orange will notify Customer that Orange has accepted Customer's requested Change per the submitted RFC, then the Parties will work together in good faith and mutually agree on the actual lead-time and/or maintenance window during which Orange will implement the Change.
- 1.3.2.5 If Orange objects to or cannot comply with any requested lead time on Customer's RFC for any reason, or if Customer does not identify a lead time or maintenance window, as applicable, on the RFC, then Orange will reasonably determine the applicable lead time or maintenance window based on the nature of Customer's requested Change and will advise Customer of such.
- 1.3.2.6 Orange will advise Customer if any on-site contact is required to implement a Change, and Customer will ensure that such contact is available at the requested time.

1.4 Charges

Service Management is included in the Charges for Supported Services. Additional charges will apply for additional optional services.

Orange will charge Customer for any additional costs incurred due or related to an Incident caused by Customer.

1.5 Service Modification

The Customer may want to modify the functionalities of the Service or of optional services ordered. This request shall be subject to a feasibility study by Orange.

1.6 Duration

The term of each Order for Service Management and/or associated optional services will be the period from the actual Acceptance Date of any Supported Service to the expiry of the Service Term (or Extended Term, where applicable) of the relevant Supported Services for which the Service is provided.

END OF SPECIFIC CONDITIONS FOR SERVICE MANAGEMENT