

## PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES

### 1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

**"Business Hours"** means the normal Orange working hours applicable to the relevant Location.

**"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.

**"Electronic Data"** means digital or digitized information that is electronically stored or transmitted.

**"Demarcation"** means the last point of responsibility of the operator or provider of the telecommunications circuit, connection, or other capacity, whether domestic or international, wireless or fixed, and related equipment (e.g. modems) to connect the Location to the Voice Network, which include leased lines and other access technologies (e.g. ADSL, SDSL, SLL 3/4G, satellite, etc.).

**"Location"** or **"Site"** means the site or location connected to the Voice Network.

**"Target Date"** means the expected date for delivery of a Service to Customer as specified in the relevant Order. The Target may also be referred to in the Agreement as the "Committed Delivery Date".

**"Voice Network"** means the networking equipment and premises used by Orange to provide the Voice Services.

### 1.2 Charges

Except as otherwise expressly provided in the Charges Schedule and notwithstanding anything to the contrary otherwise contained in the Agreement, Orange may increase the Charges for the Voice Services during the Service Term if third party supplier costs to Orange for the Voice Services increase or if there is a change in the cost structure or the market of all or any part of the Voice Service due to external factors, including a change to existing applicable law, rule or regulation. In such cases, Orange will notify Customer of any increase in Charges at least 1 month prior to the effective date of the increase.

### 1.3 Electronic Data

Orange will maintain commercially reasonable safeguards at least equivalent to those generally prevailing in the telecommunications industry against the destruction, loss, or alteration of Customer's Electronic Data while such data are transmitted through the Voice Network or stored in Orange's facilities.

### 1.4 CPNI

For Voice 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.

### 1.5 Acceptance of Services

Orange will use reasonable efforts to have the Date of Acceptance for the Voice Services occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Customer will be deemed to have accepted a Voice Service on the date on which Orange issues a Service Commencement Notice for that Voice Service, unless Customer notifies Orange in writing of a material fault in the Voice Service within 10 days of Customer's receipt of the Service Commencement Notice. In such event, the above acceptance process will be repeated. Notwithstanding the foregoing, if Customer orders Voice Services using the Online Tools, then Customer will not receive a Service Commencement Notice for those Voice Services, and Customer will be deemed to have accepted the Voice Services when Customer uses them.

### 1.6 No Interconnection

Customer will not interconnect the Voice Network, or cause or allow the Voice Network, to be interconnected with any other equipment, network, or service without Orange's prior written approval. Any breach of this Clause 1.6 is a material breach of the Agreement.

### 1.7 Fraud Management

Although Orange uses various tools and processes to detect abnormal call patterns or call volume variations across the Voice Network, Orange is not responsible for monitoring Customer Location usage pattern. However, if Orange discovers or reasonably believes that fraudulent calls are being made, then Orange may take immediate action that is reasonably necessary to prevent such fraudulent calls from being made, including denying Voice Services to particular Automatic Number Identifiers (ANIs) or terminating Voice Services to or from specific locations. Orange shall use reasonable efforts to notify Customer if Orange takes such action. Customer is responsible for paying

Orange for all charges for Voice Services, even if incurred as a result of fraudulent or unauthorized use, and Customer will defend, indemnify, and hold harmless Orange and its Affiliates from and against all Losses arising out of or relating to any such fraud; except that Customer will not be responsible or liable for fraudulent or unauthorized use (a) by Orange or its employees, and (b) by third parties to the extent that such use (i) is caused by Orange's gross negligence or willful misconduct, or (ii) originates on Orange's side of the Demarcation. Notwithstanding anything to the contrary otherwise contained in the Agreement, Clause 6.4 (Exclusion of Consequential and Indirect Damages) and Clause 6.3 (Limitations of Liability) of the General Conditions will not apply to Customer's obligations set forth in this Clause 1.7.

## 1.8 Invoicing

Orange will invoice Charges for Voice Services from the Date of Acceptance of the Voice Service at a Location, except that any Software license Charges will be invoiced from the date of delivery of the Software to Customer.

## 1.9 Termination of Services

1.9.1 Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Voice Service or cancellation (including any amounts payable to any third party suppliers for which Orange is liable).

1.9.2 Prior to commencement of the Service Term, Orange may cancel an Order without liability upon written notice to Customer if the Access Provider notifies Orange that the Access Circuit for the relevant Customer Location cannot be provided.

1.9.3 If Customer terminates an Order or Voice Service for any reason during the applicable Service Term, then no less than 90 days prior to the date of termination ("**Minimum Notice Period**") Customer will submit to Orange a completed and accurate Orange disconnect form (or such other form mutually agreed upon by the Parties) to acknowledge and confirm the termination of the Voice Service (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Voice Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Voice Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term (a) Customer terminates the Agreement other than pursuant to Clause 7.3.1 (Termination of Agreement) of the General Conditions or terminates an Order other than pursuant to Clause 7.3.2 (Termination of an Order) of the General Conditions, or (b) Orange terminates the Agreement pursuant to Clause 7.3.1 (Termination of Agreement) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions or terminates an Order pursuant to Clause 7.3.2 (Termination of an Order) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions, then Customer will pay: (i) all accrued but unpaid charges incurred up to and including the date of termination, plus (ii) the following termination charges: (1) Customer will reimburse Orange for all third party charges, including an amount equal to the aggregate of the Charges for Access Circuits, that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (2) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (3) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of termination, based on the original price paid by Orange for the CPE (as evidenced by a written certification from Orange upon Customer's request) plus 15% of such original price as a fee for administration and disconnection; and (4) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g. installation waiver credit) on a prorated basis.

The termination liability set forth in this Clause 1.9.3 is in addition to any other remedies available to Orange.

1.9.4 The Parties acknowledge and agree that, as of the Effective Date, the Parties cannot estimate with certainty the actual damages that Orange would suffer in the event of a cancellation or termination and that the cancellation and termination liability set forth in this Clause 1.9 (a) represents an attempt by the Parties to approximate Orange's anticipated probable and proportionate loss, and (b) is part of the consideration for this Agreement, is a material and inseparable pricing term for this Agreement, and is reasonable.

## 1.10 Cross-references

The references to Clauses of the General Conditions set forth in these Specific Conditions are to Clauses in Orange's standard form Master Services Agreement. To the extent that any such cross-references in these Specific Conditions do not accurately refer to provisions that address the indicated subject matter in the Agreement, the cross-references herein will be deemed to instead refer to the most closely corresponding provision(s) in the Agreement.

## END OF SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES