Business Services

PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES

1.1 **Definitions.** The following capitalized words and phrases will have the meanings given below in this Clause 1.1 (Definitions). All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions.

"**Business Hours**" means the normal Orange working hours for each Business Day.

"**Gateway**" means a point of connection to the Orange Network or Orange Voice Network, as applicable.

"**Intelligent Mobile Network**" means the Orange technology used to implement the Orange Voice Services, which is based on a centralized database containing the Voice Services features and the Customer network configurations.

"**Integrated Mobile Network**" means the mobile telecommunications network in each country where mobile access is available.

"**Originating Country**" means a country where a call is originated or placed to access a Voice Service Location.

"**Private Branch Exchange**" or "**PBX**" means the Customer-owned telephony system at the Locations.

"**PSTN**" means a Public Switched Telephone Network.

1.2 **Charges.** (a) During the Service Term, Orange will not increase the Charges for the Voice Services unless there is a change in the cost structure or the market of all or any part of the Voice Service, or unless otherwise specified in the Charges Schedule. In such cases, Orange will notify Customer of any price increase in Charges at least 1 month prior to the effective date of the increase. (b) Notwithstanding anything to the contrary contained in the General Conditions, if any increase in Charges pursuant to Clause 1.2(a) is greater than 3%, Customer may terminate its Voice Services by providing notice of termination within 30 days following receipt of Orange's notice of the Charges increase. Termination will only be permitted for the Voice Services subject to and affected by the increase in Charges, and will be effective 30 days after Orange's receipt of Customer's termination notice. The requirement for Customer to provide notice in accordance with Clause 8 (Notices) of the General Conditions, and within 30 days from receipt of Orange's notice of the increase in Charges, are material requirements for Customer's termination of the Voice Services under this Clause 1.2, and Orange will not be required to honor or consider any Customer notice received by Orange after 30 days or otherwise not in compliance with Clause 8 (Notices) of the General Conditions.

1.3 **Customer Obligations.** Customer will adapt its telecommunications and telephony equipment and systems (e.g. upgrades or changes to PBX, boards, software, etc.) as required for the installation and operation of the Voice Services (including CPE) and will keep such equipment and systems in conformity with all applicable laws and regulations issued by the relevant authorities necessary to allow their connection and use with the Voice Services. The terms of this Clause 1.3 are in addition to the provisions set forth in Clause 12 (CPE) of the General Conditions with respect to CPE.

1.4 **Connection of Services.** Orange will use reasonable efforts to have the Date of Acceptance for the Voice Services occur no later than the Committed Delivery Date, or if no such date is stated on the Order, then as soon as possible after the date the Tail Circuits are made available by the TOs. Orange will notify Customer of the successful completion of the 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 5 Business Days of receipt of the Service Commencement Notice. In such event, the acceptance process described in this Clause 1.4 will be repeated. Notwithstanding anything to the contrary contained in the General Conditions, Orange will not be responsible or liable for any delay caused by TOs.

1.5 **Tail Circuit Allowance.** With respect to Tail Circuits, Customer is solely responsible and obligated to ensure that the unobstructed distance between: (a) the last point of responsibility of the TO ("**Demarcation**") and (b) the first piece of equipment or its connective cabling on the Customer side of the Demarcation, is 50 feet/15 meters or less (the "**Allowance**"), unless Orange approves a greater Allowance in writing.

1.6 **Fraud Management.** Although Orange uses various tools and processes to detect abnormal call patterns or call volume variations across the Orange Voice Network, Orange is not be responsible for monitoring Customer Location usage pattern. However, if Orange discovers or reasonably believes fraudulent calls are being made, Orange may take immediate action that is reasonably necessary to prevent such fraudulent calls from taking being made, including denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service 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 Service, even if incurred as a result of fraudulent or unauthorized use, except that Customer will not be responsible 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 point. 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.

1.7 **Invoicing.** Charges for Voice Services will commence from the Date of Acceptance of the Voice Service at a Location, except that (a) Tail Circuit Charges will commence from the date of installation of the Tail Circuit by the TO, and (b) any Software license Charges will commence from the date of delivery of the Software to Customer.

END OF SPECIFIC CONDITIONS FOR ORANGE VOICE SERVICES