1   SERVICE DESCRIPTION FOR BUSINESS TOGETHER MICROSOFT – MANAGED UNIFIED COMMUNICATIONS SERVICE

1.1   Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms elsewhere in the Agreement. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this Service Description.

"**Active Directory®**" means the Microsoft directory management software that the Service uses to identify valid Users and the attributes of the User needed for the operation of the Service.

"**Additional Equipment**" means any Equipment installed by Orange at a Location and for which Orange provides Service.

"**Appliance**" means AudioCodes CloudBond™ 365 Skype for Business appliance which may be deployed (or arranged to be deployed) by Orange in data center(s) or on Customer Premises for the purpose to provide instant messaging, presence, voice and video capabilities.

"**Attendant Pro**" means attendant console operator software that provides 1-click call handling functionality for Skype for Business.

"**Business Talk Service**" means the services described in the separate service description "Business Talk Service" attached to the Agreement or set forth in the Publication (http://www.orange-business.com/files/media/contributor_en/sd.business_talk.gbl_.05-15.pdf) which may be updated from time to time.

"**CAL**" means Client Access License which legally permits client computers to connect to Microsoft server software. It usually comes in the form of a certificate of authenticity (CoA) and a license key, which is attached to the certificate itself and is provided by Microsoft.

"**Call Accounting**" means customizable, flexible, and fully web-based solution for call accounting management and control of the Skype for Business Service. It is an optional service provided to the Customer by Orange offering advanced call accounting (Call Detail Records (CDRs) and billing reports. PhoneEX ONE is the leading software by MINDCTI. Evercom is a distributor of PhoneEX ONE software.

"**Change Catalog**" means the Orange schedule of the pre-defined Changes that are provided for the 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.

"**Change Management**" means the process set out in Clause ExB.5 of Exhibit B.

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

"**Chronic Incident**" means more than 5 closed Incident Reports for the same Incident reported during the previous 4 consecutive weeks for Customer, for the same Service Location and same connection.

"**Client Devices**" means the workstation, telephone or other device including the hardware and software that Users use to connect to the System for the Service.

"**Complex Change**" means a type of Change as defined in Clause ExB.5.6 of Exhibit B.

"**Customer Premises**" means a Customer facility (such as an office or factory) where sufficient Users are located to require the Location to be connected to the Customer's Network to access the Service.

"**Customer Service Manager**" or "**CSM**" means a service manager provided by Orange to provide support to Customer, in addition to the support provided via the Service Desk.

"**Customized Service Desk**" or "**Service Desk**" means the Global Customer Support Center or other Service Desk provided by Orange as a single point of contact and specified in the Supporting Documentation.

"**Effective Date**" means the date of completion of Service Transition and transfer of full responsibility for the System from the Service Transition project team to Service Operation by Orange.

"**Equipment**" means the System hardware and embedded software manufactured or provided by Vendor and for which Orange provides Service.

"**Federation**" means the capability for Users to communicate outside the corporate network via instant messaging, presence, audio, and video.

"**Gateway**" means a device located on Customer Premises that provides local access to the Public Switched Telephone Network (PSTN). Gateway services may also be provided by SBA.

"**Hosting Center**" means the Orange facility where the System can be installed.

"**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**" means a fault, failure, or malfunction in the Proper Operational Condition of the System. Incidents do not include Service unavailability during Scheduled Maintenance.

"**Microsoft server software**" means the current major release adopted in the Orange data center which is Skype for Business Server 2015.

"**MyServiceSpace**" means the services described in the separate service description "MyServiceSpace" as attached to the Agreement or as set forth in the Publication (http://www.orange-business.com/files/media/contributor_en/sd.my_service_space.gbl_.12-11_0.pdf) which may be updated from time to time.

"**PBX**" means the private telephony exchange(s) owned by Customer.

"**Private Cloud**" means that the Service is only used by Customer and that the Service is isolated from Service provided for other customers.

"**Proper Operational Condition**" means that the System is functioning in accordance with the manufacturer's specifications and the parameters set forth in this Service Description.

"**Response Group Configuration Tool**" (RGCT) means the portal provided from the Skype for Business central infrastructure to configure hunt groups, interactive voice response (IVR) and existing workflows.

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

"**Scope of Works**" or "**Statement of Work(s)**" means the SRF and other documents that are included as an addendum of this Agreement that detail the design of the Service and Customer specific requirements that are not described in this Service Description.

"**Server**" means the hardware platform provided by Orange as part of the System for the Service.

"**Service Assets and Configuration Management**" means the process to identify, control, record, report, audit, and verify service assets and configuration items.

"**Service Deployment**" means the period between the time that an Order is accepted by Orange and the time that the Service commences, during which period Customer and Orange will define the specific requirements and complete preparation activities for the Service.

"**Service Design**" means the process to design the System in accordance with the requirements of the Customer, based on the information collected during the assessment process.

"**Service Improvement Program**" means the program initiated by the CSM when either Customer or Orange raises specific issues regarding the Orange performance of the Service, which program may include actions to be performed by the Parties, completion dates of milestones, and the target completion date for the Service Improvement Plan. The scope of the Service Improvement Plan will be mutually agreed upon by the Parties.

"**Service Operation**" means the operation of the implemented System as defined in Exhibit B.

"**Service Request Form**" or "**SRF**" means the form that details Customer's specific Service requirements.

"**Service Transition**" means the process to implement the System in accordance with the System design specified in the Statement of Works; the process to establish operational procedures and processes in readiness for Service Operation; and the process to migrate the Users to the Service.

"**Service**" means the Business Together Microsoft - Managed UC Service, as described in this Service Description.

"**Severity Level**" means the amount of impact an Incident has on the operation of the Service, as described in Clause ExB.3.2 (Incident Report Severity) of Exhibit B.

"**SIP Trunk**" means a line that carries multiple voice channels between the Location and Orange Network, using the SIP (Session Initiation Protocol) as a transmission protocol.

"**Skype for Business Hybrid**" means a combination of Users on the Skype for Business Server platform hosted by Orange and Skype for Business online hosted in Microsoft's public platform (Cloud PBX), usually in the manner of split domain, i.e. splitting a SIP domain.

"**Skype for Business**" means Microsoft software which delivers real-time communication services such as instant messaging, presence information, voice, video, and web-conferencing over a single user interface.

"**Supporting Documentation**" means the Customer Operations Guide ("**COG**") or welcome pack, the technical specifications, and operations processes documentation for the Service provided to Customer by Orange.

"**Survivable Branch Appliance**" or "**SBA**" is a device located on Customer Premises that maintains certain Service features for Users associated with the Location. SBA may also provide a local Gateway to the PSTN.

"**System**" means the collection of hardware and Software elements that are used by Orange to deliver the Services.

"**Users**" means the employees, contractors, agents and other persons authorized by the Customer to use the Services.

"**Vendor**" means Microsoft®, Polycom, Sonus, MIND CTI, Evercom, Landis Technologies, AudioCodes, or other supplier of Equipment used in the System.

"**VPN**" means Virtual Private Network.

1.2 Overview

The Specific Conditions for Hosting Services and the Specific Conditions for Integration Services apply to the Business Together Microsoft - Managed UC Service. As part of the Service, Orange will design, install, configure, and provide service management, equipment maintenance and other operational support services necessary to maintain the System in Proper Operational Condition, all based on the information provided by Customer in the Scope of Works and SRFs. The number and types of Servers, SBAs, Gateways and other devices needed for the System will be identified in the Scope of Works and SRF and will depend in part on the number of Users and Customer Locations to be supported by the Service.

1.3 Standard Service Elements

1.3.1 Service Features

The Service provides the instant messaging, presence, file transfer, audio, video, web conferencing, and enterprise voice features of Microsoft Skype for Business Server 2015 in accordance with the Customer's requirements as specified in the SRFs. Optional and customized features need to be specified during Service Design. The service features are generally categorized into four different user profiles (Instant Messaging User, Conference User, Enterprise Voice User, and Conference & Enterprise Voice User).

- Instant Messaging and Presence (features: see other's presence, manage own presence, see presence in office, contact management, contact card, PC-PC and multiparty IM, PC-PC and multiparty file transfer, Persistent Chat, PC-to-PC computer audio calling, PC-to-PC computer video calling, PC-to-PC IM, audio and video with users at federated organizations, PC-to-PC presence display, IM, audio and video with Skype users[1]): Standard CAL.

- Conferencing (features: initiate an impromptu multiparty (3+ users) meeting with audio and video (including dial-out to PSTN or PBX users), Initiate impromptu application sharing (1:1 or multiparty), Initiate impromptu white boarding session (1:1 or multiparty), Schedule and invite attendees to meetings with audio (including dial-out to PSTN or PBX users and hosted audio conferencing features), video, web conferencing and content sharing, Automatically join meeting audio from PBX or other phone number, Enable use of Skype for Business Room Systems): Enterprise CAL.

- Voice (features: initiate an impromptu multiparty (3+ users) meeting with audio (including dial-out to PSTN or PBX users), UC and PBX Call Control, Visual Access to Voicemail, Advanced Voice Features**, Routing Rules, E911 Capabilities which are subject to the descriptions of the Business Talk Service, Delegation, Response Group Agent and Agent Anonymity*, Skype for Business Phone Edition "Better Together" features, Dial out to PSTN, Receive calls from PSTN): Plus CAL.

*Customer will be provided access to the Response Group Configuration Tool by Orange. Customer is responsible for their voice policy settings in relation to chosen numbers and related cost.

**For mobile devices, Orange does not take responsibility for quality issues which may the result of the Internet Connection, WIFI, GSM 3G/4G, User devices, OS on devices, Skype for Business Mobile client software provided by the Customer.

Orange reserves the right to suspend or withdraw Federation capabilities from any jurisdiction if, in Orange's reasonable judgement, Customer's or a User's use of the Service and/or any matter in connection with such Federation violates any applicable law, rule or regulation of any competent government authority or major political and/or economic union, regardless of where the Services are provided and whenever such law, rule or regulation is promulgated.

---

[1] When available. Availability dates vary across Skype client platforms.

1.3.2 Service Delivery Model

The Service provides a hosted Private Cloud to enable the provision of a Microsoft Skype for Business based Unified Communications Service to Users. As part of the Services, Orange will provide the following:

- Service Strategy & Design:
  - Orange assesses the requirements of Customer and Customer's existing infrastructure to enable the design of a System that addresses the requirements of Customer.
- Service Design:
  - Orange designs a System in accordance with the requirements provided by Customer and documented during this process.
  - Service Design is defined in the Statement of Works.
- Service Transition:
  - Transition Planning & Support.
  - Supply and installation of System infrastructure components in Hosting Centers and Locations including Servers, SBAs, Appliances, and Gateways.
  - Supply of client devices such as desk (hard) telephones, video end-points, headsets & microphones. Installation of end-points is an optional service as agreed in the Scope of Work and is subject to additional Charges. Service Transition will be provided as detailed in Exhibit A.
  - Supply and provisioning of call accounting and supply of Attendant Pro Console as agreed in the Scope of Work and is subject to additional Charges. Service Transition will be provided as detailed in Exhibit A.
- Service Operations - will be provided as detailed in Exhibit B.

1.3.3 Customer Requirements for the SRF

As part of the Scope of Works, the Parties will complete the applicable SRFs. Customer will provide all accurate relevant technical specifications and documentation requested by Orange for the Service, and Orange will reasonably assist Customer in completing the SRFs.

1.3.4 Customer Contacts

Customer will identify a primary and secondary contact and up to 5 additional contacts in the SRF submitted for the Service. Customer will also identify a local contact for each Location in each relevant SRF. Orange may require Customer to identify additional contacts if required. Customer will ensure that all contacts are available and can be contacted by Orange 24 hours a day, 7 days a week. Orange will respond only to Service requests and calls regarding Incidents issued by such contacts. The methods used to contact the designated Customer contacts will depend on the applicable Severity Level. All contacts will be made in English.

All changes to Customer's primary contact must be made in writing on Customer's letterhead and signed by a senior manager in Customer's organization. Customer's primary contact will ensure that:

(a) all contact information in the SRF is maintained and current;

(b) Orange is notified before and after any planned outages or configuration changes to Customer's IT infrastructure used for the Service (including, without limitation, desktops, LAN, WAN, Telephony, security, and Active Directory services); and

(c) all configuration changes are scheduled at least 5 Business Days in advance.

1.3.5 System Location

The System will be located at Hosting Centers and/or Locations stated in the Statement of Works.

1.3.5.1 **Hosting Center**. For System and associated infrastructure located at a Hosting Center Orange reserves the right to change the locations of its Hosting Centers in its sole discretion and cost, subject to Change Management. If Customer's VPN or SIP Trunk is not provided by Orange, then Orange will provide limited rack space in each Hosting Center for Customer's WAN routers at an additional charge. Any other additional space and electric power at the Hosting Center needed or requested by Customer for use with the Service will be subject to Orange's approval and additional Charges.

1.3.5.2 **Site Survey for Customer Premises.** For Servers, SBAs, Gateways and other devices to be located on Customer Premises, Orange will perform a site survey to determine if Customer Premises meet the necessary requirements for the proper installation and functioning of such System ("**Site Survey**"). Any Site Survey that is performed outside of Business Hours, whether to complete the work started during Business Hour or by reason of Customer's request, is subject to additional Charges based on the Hourly Labor Rate. A Customer representative must accompany the Orange field engineer at all times during the Site Survey. Customer will provide all information reasonably requested by Orange to enable Orange to perform the Site Survey.

If the results of a Site Survey indicate that further preparation to Customer Premises is needed, Customer will ensure that all such preparations are completed before Orange will install the System at

SD.Business Together Microsoft-Managed Unified Comms.GBL.08-16   4 of 12

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

Customer Premises. If Customer fails to complete all required preparations to its premises, Orange will be relieved of its responsibilities to provide the Service for the System at those premises until they have been properly and fully prepared. In addition, Customer will pay the Hourly Labor Rate, plus the cost of materials, for additional on-site visits resulting from non-performance of Customer's obligations. Additional Charges will apply if Customer requests Orange to arrange and complete the necessary preparations to the Location. Site Surveys will not determine the circuit load or voltage measurements for the existing power source. Customer is responsible for providing proper circuit load and power. Customer will be responsible for the damage to any Equipment or any personal injury caused by incorrect power provisioning or electrical circuit overload.

1.3.5.3 **System Environment for Customer Premises.** For System located on Customer Premises, Customer will ensure that the proper environmental conditions, as specified by Orange or the manufacturer(s) of the System, are maintained at its premises (including, without limitation, uninterrupted and clean power supply, air conditioning, and a network connection for remote management). Customer also will ensure that the System is located in a secure environment to prevent unauthorized access.

1.3.6 **Release and Deployment Management (Software Maintenance)**

1.3.6.1 **Customer Provided Software.** Orange will identify, and may modify from time to time, the (a) Client software versions (e.g. Skype for Business Client, Microsoft Skype for Business Attendee Client), (b) web browsers (e.g. Microsoft Internet Explorer 11, or Firefox 42), (c) Mobile Client software versions (e.g. Skype for Business Mobile Client), and (d) Microsoft Server (e.g. Skype for Business Server 2015, Exchange Server 2016) software licenses that Customer must provide for use with the Service, (e) Landis Attendant Pro. Customer will license and provide the necessary Microsoft software, web browser and Server software, including all updates and upgrades thereto, identified by Orange and will ensure that the Client software, web browser and Server software are maintained to enable Users to access and use the Service throughout the Service Term. The Client software versions used by Customer may affect or limit the features and functionality available with the Service, and Orange will use reasonable efforts to identify to Customer the features or functionality that will not be supported. Orange is responsible for the deployment of Server software patches (including software patches known as 'hot fixes' and 'service packs') from the Software licensor (Microsoft) when necessary, as determined by Orange, to maintain operability of the System. Customer is responsible for the deployment of Client software patches, releases, and upgrades as provided by the Client software licensor, i.e. Microsoft, Landis. Deployment of a major Server software version upgrade that replaces the current version (Microsoft Skype for Business Server 2015) is not included in the Service and is a non-standard Complex Change request that is subject to separate charges.

1.3.6.2 **Other Software.** For Servers, SBAs and other devices provided by Orange as part of the System, Orange will license and provide the necessary Microsoft Windows operating system Server software, security and management software identified by Orange and will ensure that the System software are maintained to enable Users to the extent necessary to access and use of the Service. This license will be a non-exclusive, royalty free and non-transferable license to use the System to the extent necessary for receiving the Service. For call accounting option MIND CTI will ensure that PhonEX ONE software is maintained to enable Users to access the Service. Microsoft licenses provided by Orange are supplied under the terms and conditions specified by Microsoft. Orange reserves the right to pass on to Customer any annual increases in costs, or apply any other major change imposed by Microsoft. Orange will manage Polycom phone firmware upgrade only upon Customer Change request. Customer must provide the exact reference of the upgrade. In case the upgrade contains bugs or viruses, Orange will not be held responsible for fixing the software. Orange will refer any Customer request back to the vendor to provide a resolution.

1.3.7 **Client Devices.** Orange supplies Client Devices in accordance with Exhibit A. Orange is not responsible for User helpdesk support of Client Devices and in relation to Polycom endpoints; Orange shall not be responsible for the management of phones and firmware updates, unless specifically requested by Customer. Should Orange manage phone and firmware updates, Orange will not be held responsible as stated in Clause 1.3.6.2 for software bugs. In case of faulty Polycom hardware, Customer is responsible for the return of client devices to the vendor and will be required to purchase the applicable vendor maintenance package at the time ordering of such devices from Orange. Polycom Boss Admin features are activated by default but Orange is not responsible for any Security Issues arising from non- or insufficient protection of access to PC on Customer Premises. CX5100 and CX5000 are excluded from Orange release management.

1.3.8 **Service Access.** The Service does not include all LAN and WAN network required for Service, including all VPN connections and bandwidth, Internet connectivity (3G, 4G, WiFi) and any network connections otherwise needed for the Service which Customer shall provide. For the avoidance of doubt, such network should be provided for both the Hosting Centers and Customer Premises. Customer is responsible to ensure that such network is of sufficient bandwidth and comply with other requirements of Orange during the Service Design and Service Operation. For Customer network, Customer must either be a subscriber to Orange network services, or alternatively provide a third party network service. Customer will provide Orange with remote access to the Customer network. Such

SD.Business Together Microsoft-Managed Unified Comms.GBL.08-16   5 of 12

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

access must not require provision by Orange of any special equipment, or installation of any special software on any Orange computer, or use of any tokens.

1.3.9 **Connection to PSTN.** The Service may be connected to PSTN using a SIP Trunk connection or by using PSTN gateway devices, subject to the Service Design and further detailed in the Scope of Works. For SIP Trunk connection, Customer must either be a subscriber to the Orange Business Talk Service, or alternatively provision of a third party SIP Trunk Service approved by Microsoft. Provision of the connection to PSTN and associated voice services and call charges are not included in the Service.

1.3.10 **Connection to Customer PBX Systems.** If agreed and defined in the Statement of Works, Service may also be connected to third party PBX systems such as the Cisco & Avaya systems for call control and co-existence with Customer's existing telephony services. Orange may provide reasonable assistance to maintain the connection between the Service and Customer's PBX systems; however, any extended support requirements and professional services consultancy required as a result of the malfunction of the Customer's PBX systems will be subject to additional charges.

1.3.11 **Connection to Customer Video Systems.** If agreed and defined in the Statement of Works, Service may also be connected to third party video systems such as Polycom for video bridging with Customer's existing room based video and telepresence services. Orange may provide reasonable assistance to maintain the connection between the Service and Customer's video systems; however, any extended support requirements and professional services consultancy required as a result of the malfunction of the Customer's video systems will be subject to additional charges.

1.3.12 **Service Design.** The Service is based on Microsoft Skype for Business Server 2015 and depending on Customer's Service Availability requirements, the Service is supplied using either a 'single server' design, or a 'clustered server' design for both the front-end communication Servers and back-end database Servers. Customer's choice of the Service Design will be described in the Scope of Works (with the targeted Service Availability rate indicated therein).

1.3.13 **Service Continuity.** Service continuity is dependent on the Service Design provided for Customer and described in the Scope of Works. Recovery Point Objective (RPO) and Recovery Time Objective (RTO) may be provided for System, when System is provided from multiple Locations using an appropriate resilient design.

1.4 Charges

Unless otherwise agreed between the Parties, the monthly recurring charges for the Service will be based on the number of Users enabled on the Service in accordance with the different User profiles defined in Clause 1.3.1 of this Service Description. Additional monthly charges apply for each individual Customer site where an SBA or Gateway device is installed. Orange also may charge Customer for any additional costs incurred due or related to an Incident caused by Customer. Separate Charges will apply to Voice Services, Video Services, Network Services, and any other services otherwise provided by Orange as part of an overall Unified Communications solution for Customer that are not directly part of this Service. Additionally, Service is subject to professional or consulting services, implementation, equipment hosting, and equipment fees, as detailed in the Charges Schedule or on individual order documents.

EXHIBIT A   SERVICE TRANSITION

ExA.1   Service Asset and Configuration Management

The initial Service Asset and Configuration Management information will be established during Service Transition. Both Parties will ensure that the initial Service Asset and Configuration Management information is accurate and that appropriate processes. For Client Devices used to access the Service that are managed by Customer or third parties on behalf of Customer, it is the responsibility of Customer to maintain the Service Asset and Configuration Management information. Orange will maintain Service Asset and Configuration Management information for the Equipment provided as part of the System, and Customer is responsible for the asset management of Microsoft Licenses.

Orange will store Service Asset and Configuration Management information for the Equipment in Orange Service Knowledge Management System (SKMS). The SKMS includes the Configuration Management System (CMS) as well as other tools and database.

ExA.2   Transition Planning and Support

Transition planning and support ensures that the requirements of Customer are effectively realized in Service Operations. Transition to the Service includes two main activities: the installation and configuration of the System as defined in the Scope of Works including Servers, SBAs, Gateways and other devices and services, and the migration of all Users to the Service.

ExA.2.1 **Milestones.** At any time during Service Transition, Customer and Orange may mutually agree in writing to reassess: the deployment (timing or content) of System, or individual System components such as Servers, SBAs, Appliances, or Gateways; the deployment (timing or content) of supporting

SD.Business Together Microsoft-Managed Unified Comms.GBL.08-16   6 of 12

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

infrastructure necessary for the proper operation of Service such as network bandwidth; the migration of individual Location and Users to Service. Such reassessments shall be discussed during the transition review meetings. Parties agree to not unreasonably delay the migration beyond the agreed target date in the Statement of Works.

As applicable, during Service Transition, Orange is responsible for:

- Defining the process between Orange and Customer for Service Operation.
- SBAs and Gateways located on Customer Locations enabling remote management of Service, including if necessary ensuring Customer has provided necessary bandwidth and security clearance.
- Enabling the support of Service, including providing COG to enable Customer to access Service Desk.
- Providing a detailed transition plan in accordance with the milestones dates defined in Statement of Works.

ExA.2.2 **User Training.** Customer is responsible for User training. Training by Orange to Customer's representatives for User including "train the trainer sessions" is subject to additional charges.

ExA.2.3 **Call Accounting.** Orange provides the Service option in conjunction with MIND CTI or Evercom. Call accounting allows tracking of all calls, and supports multiple call types generated by Microsoft Skype for Business. This includes reporting on inbound, outbound, and internal calls, trunk to trunk, SIP Trunks, forwarded calls, conference and video calls. Reporting supports multiple languages and major currencies. Summary reports include fixed monthly costs allocated to employees, teams or functions as defined by the Customer administrator. Summary reports can be automatically scheduled and distributed via e-mail. Reports will be provided to the Customer as defined during Service Design phase in the Scope of Work.

Orange is responsible for:

- Core infrastructure located in Orange data center enabling Customer to access PhonEX ONE reporting web interface and view their reports for the Skype for Business service as provided by Orange.
- MIND CTI or Evercom is responsible for:
    - Defining the reports required in line with Customer request.
    - Day-to-day management of the PhonEX ONE web portal.
    - Solution handover and training assistance.

Customer acknowledges that he is required to sign an end user license agreement directly with MIND CTI or Evercom containing terms and conditions applicable to and required for the supply of the Service.

ExA.2.4 **Attendant Pro.** Orange provides the Service option in conjunction with Landis Technologies and is responsible for the supply of the attendant console software which is installed by the Customer on their devices. A remote training session is provided to Customer as part of the Service. Additional training can be purchased on request.

ExA.2.5 **Response Group Configuration Tool.** Customers will have access to a web portal (URL provided by Orange) to allow management of their "Response group" parameters. Orange does not accept liability for identity fraud of the RGCT manager login, or RGCT configuration errors resulting from misuse of the tool. The potential impact of fraud or errors could be a wrong announcement message or use of non-authorized/billable number. To mitigate such risks Orange highly recommends that Customers should carry out tests after each modification. Orange can also handle such voice policies for response groups on behalf of the Customer on request.

ExA.3   Migration to the Service

Unless otherwise defined in the Statement of Works, Customer is responsible for, subject to the guidance of Orange:

(a)   upgrading all desktops in readiness for migration to the Service;

(b)   upgrading of all network bandwidth;

(c)   upgrading of all LAN infrastructure at Customer Location;

(d)   provision of PSTN connections at Customer Location; and

(e)   the correct configuration of DNS entries needed for the System

Orange will provide reasonable endeavors to ensure interoperability between Customer infrastructure and the Service, as per the interoperability requirements documented in the Statement of Works.

Phases of the Migration

Migration to the Service includes the following key stages, subject to Customer reasonable acceptance:

(1) **Preparation Phase** – Orange will perform the following:
- building the System and infrastructure ordered as at the Effective Date.
- testing the System infrastructure to ensure that it is ready for the migration of the Users.
- implement the appropriate quality management procedures.
- secure the System in accordance with the requirements.
- confirm the network bandwidth recommendations for the Service.

(2) **Migration Validation Phase**:
- Unless otherwise defined in the Statement of Works, Customer is responsible for the successful migration of Users to the Service as specified in the Statement of Works.
- Orange will work with Customer to identify the initial Locations and Users that will be migrated to the Service.

(3) **Rollout Migration Phase** – Customer is responsible for the successful migration of Users to the Service.
- Orange will provide weekly progress reports in accordance with the project review schedule.

(4) **Transition Closure** – At the end of the transition, all Users shall have been migrated to the Service. Orange will advise the Customer that the final migration has been completed successfully.

With regard to the Installation of Equipment on Customer Locations, Hardware/Software Staging of Equipment and Procurement of Equipment at Customer Premises the separate Service Description for Deployment Services as attached to the Agreement will apply to all installation, staging, and procurement of equipment services provided by Orange.

EXHIBIT B   SERVICE OPERATIONS

ExB.1   Service Operation Overview

Orange will provide the Service Operation processes required to maintain the Proper Operation Condition of the Service within the scope described herein.

ExB.1.1   General Service Terms

(a) **Customer Operations Guide (COG).** The Parties will work together to complete this document prior to the commencement of the Service. The COG is intended to be an accurate reflection of the current status of the Service, and as such may be revised on an on-going basis to reflect all changes during the Service Term.

(b) **Remote Access.** Customer will provide Orange with access to the Customer Network for Orange to provide the Service.

(c) **Commencement of Service.** Orange will commence Service Operation only after the configuration of hosted System platform, installation of all Equipment at Customer Locations, all required remote access, and the necessary configuration of Orange internal systems has been completed, as applicable.

(d) **Customer's Responsibilities.** Customer is fully responsible for the operation, support, and environment for any other telecommunications network equipment that is not supplied or managed by Orange.

Customer will participate in all activities required for the commencement and on-going delivery of the Service including:

- Provide timely access for Orange and/or Microsoft/AudioCodes engineers to Customer Location and the System to enable the Incident to be resolved.
- Assist Orange and/or Microsoft/AudioCodes to resolve Incidents by providing the following resources when an Incident is reported:
  - **Severity Level 1:**
    - Customer should notify a senior executive at the impacted Customer location.
    - Allocate appropriate resources to sustain continuous effort on a 24x7 basis to resolve the Incident.
    - Rapid access and response from Customer's change control authority.

SD.Business Together Microsoft-Managed Unified Comms.GBL.08-16   8 of 12

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

- **Severity Level 2:**
    - Allocate appropriate resources to sustain continuous effort on a 24x7 basis to resolve the Incident.
    - Rapid access and response from Customer's change control authority.
    - Management notification.
- **Severity Level 3:**
    - Allocate appropriate resources to resolve the Incident.
    - Business Hours access and response from Customer's change control authority.

Microsoft may periodically conduct customer satisfaction surveys to measure overall satisfaction with the support experience. By procuring the Services, Customer agrees to Microsoft, or Microsoft's agents, contacting Customer for the purposes of these surveys. Orange will notify Customer before any survey is conducted by Microsoft.

ExB.2   Service Desk

Customer Obligations

When an Incident is reported by Customer, Customer undertakes, according to requirements, to supply Orange with all the information required by Orange to identify and resolve the Incident. If the root cause of the Incident is due to factors outside the control of Orange, Customer must provide best endeavors to assist with corrective actions to clear the Incident. In case of faulty Polycom end points (VVX, CX series) Customer is required to raise the replacement requests to the Vendor directly.

In the case of Skype for Business Hybrid, Orange is responsible for proper configuration of such solution. If Orange discovers an issue relating to Users hosted on Microsoft's Skype for Business online platform, Orange shall inform the Customer's IT manager or agreed contact person to open a ticket directly with Microsoft by using the 0365 web portal or as otherwise Orange considers reasonable.

ExB.3   Incident Management

ExB.3.1   **Opening an Incident Report.** Customer may report Incidents to the Service Desk via MyServiceSpace or by telephone. Customer's helpdesk must be available 24 hours a day, 7 days a week for reporting Incidents to Orange. Customer will undertake a first diagnosis of issues faced on PC (hardware sanity check, version compatibility (OS/Attendant Pro/Skype for Business Client), prior to contacting Orange.

ExB.3.2   **Incident Report Severity.** All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish System restoration timeframes. Incident Reports are assigned one of the following Severity Levels, which Orange may modify from time to time:

- **Severity Level 1:** Outage of Service / Catastrophic business Impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue.
- **Severity Level 2:** Degradation of Service/ critical business impact: Significant loss or degradation of services.
- **Severity Level 3:** Service Affected Intermittently / moderate or minor business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner.

ExB.3.3   **Information.** Customer will have access to information on and track active Incident Reports through MyServiceSpace.

ExB.3.4   **Escalation.** Customer may add a note to an Incident Report using MyServiceSpace or may contact the Service Desk to escalate Incident Reports at any time if there are concerns regarding the quality of the support being provided, the method in which an open Incident Report is progressing or the impact to Customer's business operations. 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, 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.

If Orange is unable to restore the Equipment to Proper Operational Condition through Diagnostics and the Incident is considered by Orange to relate to Microsoft® Skype for Business® software, Orange will escalate directly to Microsoft L3 engineers who will continue to work on the Incident until it is resolved. If considered necessary, and agreed to by all Parties and subject to Microsoft engineering resource availability, a Microsoft engineer will be dispatched to the Location to resolve critical Microsoft Skype for Business software issues. All reasonable travel and living expenses will be charged to the Customer for on-site attendance by a Microsoft engineer.

ExB.3.5   **Incident Closure.** All Incidents will be considered closed after verbal agreement of Customer (which will not be unreasonably withheld or delayed) or, if Orange is unable to contact Customer, upon the expiry of 3 Business Days from the first attempt by Orange to contact Customer.

ExB.3.6 **Incident Reporting.** Customer will promptly report all Incidents to the Service Desk in accordance with the Incident reporting procedures provided by Orange; Customer also may report Incidents online using the Orange MyServiceSpace web portal (MSS), and Customer will provide all information regarding the Incident as requested by MSS. Orange will not accept calls regarding Incidents from any source other than Customer. Orange will not be responsible for providing Incident Management Services if an Incident is not reported in accordance with the Incident Management reporting procedures. If Orange determines that an Incident for which it received a call from Customer is due to a configuration error or other Customer error, then Orange may invoice Customer, and Customer will pay Orange, for the time and resources used by Orange in handling the call and Incident at the then-current Orange Hourly Labor Rate.

ExB.3.7 **On-Site Support.** If Orange determines that on-site technical support is necessary after an Incident Report is opened, a field engineer will be dispatched to the affected Location.

ExB.3.8 **Incident Management Exclusions.** Orange will not be liable to Customer for damages for loss of the Service or the System caused by any of the following (collectively "**Limitations**"):

(a) damage to the System caused by any Force Majeure Event, or if the Server(s) are located on Customer Premises, temperature or electrical current fluctuation or any other casualty or loss;

(b) damage caused by adjustments and repairs made by persons other than Orange's own representatives, its subcontractors, or personnel approved in writing by Orange; or

(c) damage caused by computer viruses; or any instabilities in the operation of the System that are related to the use of certain software, or by any other software provided by Customer or its designees, or by combinations of the System and software, even if such combination is specified on a duly accepted Statement of Works or SRF, or by any hardware connected to the System.

Incidents and Incident Management Services rendered necessary by the above causes may be performed by Orange at the Customer's request are subject to additional charges.

ExB.4 Problem Management

Upon Customer's request, the Support Desk will investigate and perform a root cause analysis for Chronic Incidents at the Locations with the Service that are identified by Customer. The Support Desk also will identify, investigate, troubleshoot, and resolve Chronic Incidents at Locations receiving the Service.

ExB.5 Change Management

ExB.5.1 Orange will configure the Service in accordance with the SRFs. Thereafter, Orange will implement Changes per Customer's request pursuant to Clause ExB.5.3. Customer will receive a specified number of Changes each month identified in the Change Catalog or the Charges Schedule (the "**Change Package**"). Any additional Changes are chargeable at the rates provided in the Change Package, which rates are subject to adjustment at the sole discretion of Orange, provided that Orange will not modify the Charges more than once in any 12-month calendar period. If Charges for such Changes are not provided in the Change Package, the charges and rates quoted by Orange at the time it receives Customer's Change request will apply. Changes included in the Change Package but not used by Customer during a month cannot be carried over into the following month.

ExB.5.2 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 Customer's network or Orange Network.

ExB.5.3 Customer will request all Changes using the web based Change Management Tool provided by Orange, and Customer will identify the time or date by which Customer requests the Change to be implemented. Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts.

ExB.5.4 Customer will identify a target completion date or time. If Orange objects to or cannot comply with the target completion date or time requested by Customer for any reason, or if Customer does not identify a target completion date or time, Orange will reasonably determine the target completion date or time based on the nature of Customer's requested Change. The target lead time will begin on the date that Orange acknowledges receipt of a fully documented and accurate Change request submitted by an authorized Customer contact (which acknowledgement will be provided through the Change Management Tool) and will end on the target completion date or time.

ExB.5.5 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 Location at the time the Change is implemented.

ExB.5.6 Any type of Change not identified in the Change Catalog or that otherwise requires considerable resources to implement as solely determined by Orange will be considered a Complex Change, for which additional charges will apply.

SD.Business Together Microsoft-Managed Unified Comms.GBL.08-16

10 of 12

Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited.

CONFIDENTIAL

ExB.6   Event Management

Unless otherwise detailed in the Statement of Works, Orange is solely responsible for Event Management (as defined below in this Clause ExB.6) of Service during Service Operation. Orange will provide Event Management (monitoring) tools and trained personnel to provide 24x7 Event Management for Service. Trends and patterns are identified during analysis of significant Events. The Customer Service Manager (CSM) will report these trends and patterns to Customer and highlight the improvements to the infrastructure that are proposed by Orange. Proactive monitoring of Landis Attendant Pro clients and/or Appliances (if any) is excluded from the Service.

ExB.7   Request Fulfilment

Unless otherwise defined in the Statement of Works, Users make Service Requests (i.e. requests for minor or standard changes, for example requests to change a password or for certain information) via Customer's internal Service Desk. If Service Request cannot be fulfilled by Customer, for example, because a Server, SBA or other System component needs upgrading, Customer's authorized contacts may make Service Requests to the Orange Service Desk. These requests may be subject to Change management as described in Clause ExB.5 above.

ExB.8   Access Management

Access Management Design will be determined during Service Design phase. Access Management and Information Security for Server located in Hosting Center(s) is primarily the responsibility of Orange. Physical Access Management for SBA, Gateways and other equipment located in a Customer Location is the responsibility of Customer. Customer must provide Orange with sufficient rights to remote access and onsite access to support the Service.

ExB.9   Service Level Management

For Service Level Management the separate Service Description for Deployment Services as attached to the Agreement will apply to all installation, staging, and procurement of equipment services provided by Orange.

ExB.10   Availability Management

During Service Design, availability management for Service is established and a baseline set. Both Parties will mutually agree and document in the Statements of Works the target Service Availability for Service, including target periodic SLA Availability (percentage), and permitted scheduled maintenance window for each System component as appropriate.

ExB.10.1 Scheduled / Frequent Operational Tasks. Unless otherwise detailed in the Statement of Works, the window of operation is 24 hours a day, 365 days a year. Scheduled Maintenance Windows and Customer notifications procedures are defined in the COG.

ExB.10.2 Planned Maintenance. Customer will provide Orange with at least 5 days' notice of any maintenance or other work to be performed on Customer's equipment or network or at the Location that may affect the Service. Orange will notify the Customer 5 days in advance at minimum for planned maintenance. Scheduled maintenance typically includes a number of fixes published by Microsoft on a monthly basis. Maintenance window is fixed and for major operations on the Skype for Business core platform the preferred maintenance window is the last Sunday of the month between 5am to 9am GMT (not every month). Critical security/vulnerability patches may need to be installed urgently without waiting for the last Sunday of a given month and without the 5 days' notice. This alternative maintenance window can be agreed with the Customer on a case by case basis.

ExB.11   Service Continuity Management

The following conditions apply to service continuity management: (a) the RPO and RTO may vary at each Customer Site depending on the Service Design; (b) not all Service features may be restored until the Service is fully back to normal; and (c) restoration of Service Features to Users may be dependent on changes to Network, DNS, and desktop settings that may prevent the Service being used even though the Service has been restored. Service Continuity is subject to an annual testing process.

ExB.12   Capacity Management

A capacity plan is established and agreed between the Parties during the Service Design based on Customer's immediate and projected business requirements over the lifecycles of the Service. The capacity plan establishes the baseline design for the Service and is described in the Scope of Works. Orange is responsible for reporting Service capacity utilization during Service Operation and to make recommendations to Customer regarding when and by how much capacity should be increased. Any changes to Service Capacity are subject to Change Management and are subject to additional charges. The Service Levels are not applicable, should Service utilization exceed the design thresholds for the Service as defined in the capacity plan.

ExB.13   Annual Health Check

For Systems deployed for enterprise voice an annual health check will be undertaken. On request, Orange will provide Customer with a copy of the results of the health check and identify any necessary remediation steps required. Orange is responsible for ensuring that the issues requiring remediation are addressed in order to ensure that the System continues to provide the Service to the committed Service Levels.

ExB.14   Information Security Management

During Service Design, an Information Security Management plan (Security Plan) is detailed in the Statement of Works. This plan defines how Data (Customer, Orange, and third party data) transmitted or otherwise handled by the Service is managed in accordance with Customer, Orange and any applicable third party security or regulatory policy. The Security Plan is enforced through the Implement and Manage phases of the Service lifecycle. The initial Security Plan defined during Service design is continually assessed and updated, subject to mutual agreement between the Parties, through Service Transition (Implement), Service Operation (Manage), and continued Service Improvement Program (Optimize) to maintain Security compliance.

END OF 1 - SERVICE DESCRIPTION FOR BUSINESS TOGETHER MICROSOFT – MANAGED UNIFIED COMMUNICATIONS SERVICE