



## 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER SHARESAPCE

### 1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will prevail for purposes of this Service Description. Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them elsewhere in the Agreement.

**"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.

**"Change Catalog"** means Orange's 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.6 of Exhibit B.

**"Change"** means a modification (i.e. move, add, adjustment or deletion) to the software configuration of a Server, 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, smartphone 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.6 of Exhibit B.

**"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.

**"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.

**"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.

**"MyServiceSpace"** means Orange's electronic customer service center, which is Orange's online Incident management system that allows Customer to report and track Incidents using a login name and password provided by Orange when the Service is implemented. MyServiceSpace support is provided only in English.

**"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.

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

**"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 as described in Clause 1.3.3.

**"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.

**"Service Improvement Plan"** or **"Service Improvement Program"** means the plan or the program initiated by the CSM when either Customer or Orange raises specific issues regarding Orange's 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 Sharespace, 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.

**"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.

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

**"Users"** means the employees, contractors, partners, or Customer's customers, and other persons authorized by the Customer to use the Services.

**"Vendor"** means Jive Software or other supplier of Software, Operating System; or Equipment used in the System.

**"Visit"** means a webpage view by any users on Sharespace platform. ROTs (redundant, outdated, and trivial) are not taken into account in the counting of the viewed webpages.

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

## 1.2 Service Obligations

1.2.1 **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.

1.2.2 **Customer Contacts.** Customer will identify a primary and secondary contact and up to 5 additional contacts in the SRF submitted for the Service. 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 Service Description

1.3.1 **Service Overview.** 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, 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 or Visits to be supported by the Service.

1.3.2 **Service Features.** Service provides the collaboration range of features of Jive software for social collaboration in accordance with the Customer's requirements as specified in the SRFs. Optional and customized features need to be specified during Service Design. The list below provides an overview of some key features and specifications of the Service.

1.3.2.1 **Communicate Features.** Communication capabilities that can measure the impact of interaction between employees, customer, and partners with intelligent and semantic connection of relevant information that 'matters most'.

- community places (portals)
- activity streams
- news streams

- blogs
- ideas
- polls
- events
- videos
- direct messages

1.3.2.2 **Collaborate Features.** Varied content types are available to help organizations work better together. They are available to use on both iOS and Android devices in an easy to use format.

- discussions & questions
- documents
- uploaded files
- groups and templates
- structured outcomes
- content engagement analytics
- bookmarks

1.3.2.3 **Connect Features.** Capabilities that provide high availability, accessibility and insight to empower users

- mobile applications
- people profiles
- social search
- community manager engagement reports
- personalized home view

1.3.2.4 **Platform.** A modern open and easy to manage platform that is built to integrate into other applications

- configurable integrations
- configurable themes
- responsive web design
- user-centric design
- API platform for browser and mobile
- application connectors

The table below indicates certain details of the Service features that are available as part of the Service. During the Service Design phase for a Customer solution this list will be reviewed in detail by Orange consultants to confirm or comment on the feasibility of the Customer's requirements and the associated design of the solution.

Technical Features	Description
Infrastructure - servers	Each customer deployment contains production, pre-production, test and development instances.
Virtual Data Centre	Each customer deployment runs in its own VDC within OcB (Orange cloud for Business) for the Orange SaaS offer.
Application deployment	The application is deployed with several VMs, each with their own dedicated role.
Application integration	The application can be integrated or extended through APIs and add-ons.
Database	The database technology used is PostgreSQL.
HTTPS access	Customer deployments will always be accessed over HTTPS.
Security	Compliant with Orange security standards.
AAA Capabilities	Combination of authentication, authorization, and single sign-on (SSO) that best meets the customer security needs.
Active directory	Integration with customer user directories such as AD or LDAP.
Mobile access	Several connection end-points including native iOS and Android applications.
Mobility	Enhanced mobility through responsive design.
Monitoring/backup	Product includes monitoring and backups.

There is a range of add-ons available for the service and can be included to meet customer needs to deliver greater business benefits. During the Service Design phase for a Customer solution this list will be reviewed in detail by Orange consultants to confirm or comment on the feasibility of the Customer's requirements and the associated design of the solution.

- Jive anywhere: integrates content from any website into Business Together Sharespace.
- Jive events: calendaring and event invitations.
- Jive ideation: idea management.
- Jive video: upload videos and view them directly within Business Together Sharespace.
- Jive advanced gamification: create targeted missions, badges and rewards that encourage specific actions. There is an additional charge for this service.
- Jive SharePoint: provide integration between SharePoint and Business Together Sharespace. There is an additional charge for this service.
- Jive Office: brings social business capabilities of Business Together Sharespace directly into Microsoft Office applications.
- Jive mobile: delivers a mobile-optimized Business Together Sharespace experience to iPhone and Android.
- Jive business analytics: reporting analytic dashboards.
- e-Discovery: allows administrators searching for content related to specific users, and export the results for use in third-party eDiscovery management tools (XML outputs). This module implies service charges to customer.
- Jive records retention: integrated into Customer Name's existing records retention solution via SMTP messages or XML files. This module implies service charges to customer.
- Jive Connector for WebEx module: allows collaboration between teammates in a group. This module implies service charges to customer.
- Jive Connector for Jabber Module: provides the ability to click to have a Jabber IM, video, or voice chat. This module implies service charges to customer.
- StreamOnce: feeds information into Sharespace from a wide range of sources. This module implies service charges to customer, as it needs to be finely configured and tuned.

1.3.3 **Service Delivery Model.** The Service provides a hosted Private Cloud to enable the provision of a Jive software based collaboration Services to Users. As part of the Services, Orange will provide the following:

- Assess and Design: ITIL 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.
  - 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.
- Implement: ITIL Service Transition detailed in Exhibit A.
- Manage: ITIL Service Operations as detailed in Exhibit B.

1.3.4 **System Location.** The System will be located at Orange OCB datacenters in France.

1.3.4.1 **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.

1.3.4.2 **Data Processing.** Service is hosted in Orange OCB datacenters in France. OCB datacenters and server farms are owned and managed by Orange ITD, and are fully compliant with Orange Business Services data processing policies and security standards. Processing of the data by the service is done on Orange Business Services infrastructure, except in the following cases:

- Jive Cloud search: Search indexes the personal data & content uploaded so it can be searched. In case Jive Cloud search is used then some data for search is held outside of Orange networks – Location: EU Netherlands (location of Jive server)
- Recommender: Data is stored for the recommender functionality on Jive servers outside of Orange networks (can be disabled where required)- Location: EU Netherlands (location of Jive server)
- Videos: Data is stored for videos on Jive servers outside of Orange networks (can be disabled where required) - Location: EU Netherlands (location of Jive server)
- Gamification: Data is stored for Gamification on Jive servers outside of the Orange networks (can be disabled where required) Location: USA (location of Gamification server - currently no option to store in EU).

### 1.3.5 **Release and Deployment Management (Software Maintenance).**

#### 1.3.5.1 **Customer Provided Software.** Orange will identify and may modify (or if applicable, ask the Customer to modify) from time to time, the:

- (a) Web browsers (e.g. Microsoft Internet Explorer 7.0, or Firefox 3.X),
- (b) Mobile Client software versions, and
- (c) Jive software licenses.

Customer will license and provide the necessary mobile Client software, and web browser, including all updates and upgrades thereto, identified by Orange and will ensure that the Client mobile Client software and web browser are maintained to enable Users to access and use the Service throughout the Service Term. The mobile 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 (Jive Software) when necessary, as determined by Orange, to maintain operability of the System. Customer is responsible for the deployment of mobile Client software and browser upgrades and patches. Deployment of a major Server software version upgrade that replaces the current version is not included in the Service and is a non-standard Complex Change request that might be subject to separate charges.

#### 1.3.5.2 **Other Software.** For Servers and other devices provided by Orange as part of the System, Orange will license and provide the necessary 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. Operating systems licenses provided by Orange are supplied under the terms and conditions specified by the provider of the operating system. Orange reserves the right to pass on to Customer any annual increases in costs, or apply any other major change imposed by the provider of the operating system.

#### 1.3.6 **Client Devices.** Orange is not responsible for User helpdesk support of Client Devices.

#### 1.3.7 **Service Access.** The Service does not include all LAN and WAN network required for Service, including all VPN connections and bandwidth, Internet connectivity and any network connections otherwise needed for the Service which Customer shall provide. Customer is responsible to ensure that such network is of sufficient bandwidth and comply with other requirements of Orange during 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 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.

#### 1.3.8 **Service Design.** The Service is based on Jive Software and depending on Customer's Service Availability requirements. During the initial Service Design stage, the Customer's requirements for features, enhanced features, or add-ons are subject to confirmation in advance in writing by Orange. During the initial Service Design stage, additional requirements of Customer on customization, products, and license may also be identified by Customer and shall be subject to confirmation in advance in writing by Orange. Customer's choice of the Service Design, subject to Orange's confirmation, will be described in the Scope of Works (with the targeted Service Availability rate indicated therein).

#### 1.3.9 **Service Continuity.** Service continuity is dependent on the Service Design provided for Customer and described in the Scope of Works.

## 1.4 **Charges**

Unless otherwise agreed between the Parties in writing, the monthly recurring charges for service management will be included in the Charges that apply to the Jive software collaboration service. Orange also may charge Customer for any additional costs incurred arising from or related to an Incident caused by Customer or by reason outside the control of Orange. Separate Charges will apply to Network Services and any other Services otherwise provided by Orange as part of an overall collaboration 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 for appropriate processes. 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 their respective 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 and other devices and services, and the migration of all Users to the Service (if and only if this is a pre-agreed requirement).

**ExA.2.1 Milestones**

At any time during Service Transition, Customer and Orange may mutually agree in writing to re-assess: the deployment (timing or content) of System, or individual System components such as Servers; the deployment (timing or content) of supporting infrastructure necessary for the proper operation of Service such as network bandwidth; the migration of individual Location and Users to Service. Such re-assessments 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.
- 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 - Customer's representatives for end user "train the trainer sessions" is subject to additional charges.

**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; and
- (c) 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.

**ExA.3.1 Phases of the Migration**

Migration to the Service includes the following key stages, subject to Customer Acceptance pursuant to Clause ExA.4 below:

**A.3.1.1 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.

**A.3.1.2 Migration Validation Phase:**

- unless otherwise defined in the Statement of Works, Customer is responsible for the successful migration of defined Users to the Service as specified in the Statement of Works.
- Orange will work with Customer to identify the initial Users that will be migrated to the Service.

**A.3.1.3 Rollout Migration Phase:** Customer is responsible for the successful migration of defined Users to the Service.

A.3.1.4 **Transition Closure:** At the end of the transition, all defined Users shall have been migrated to the Service.

**ExA.4 Service Validation and Testing**

- An Acceptance protocol, including different criteria relevant to each phase, will be mutually agreed upon between Orange and Customer prior to the time of Acceptance.
- Global Acceptance criteria: this Acceptance takes place at the end of the transition closure phase as set forth below:
  - Full System has been delivered.
  - Service management including helpdesks and support organization of Orange are in place and operational.
  - Supporting documents for Service Operation are available and approved.
- Acceptance procedures: Date of Acceptance:
  - Orange will notify Customer once Acceptance criteria for the Services or a part thereof are fulfilled in Orange's opinion ("Notification of Fulfillment").
  - Customer will confirm that the relevant criteria for the Services or a part thereof are fulfilled, within 45 days of receipt of notification of Orange on fulfillment.
  - If Customer does not notify Orange of a material fault in the fulfillment of relevant criteria within 45 days, Customer will be deemed to have accepted the Services on the date on which Orange issued the Notification of Fulfillment.  
For the purposes of this Clause ExA.4, material fault means the Proper Operational Condition required to use the Service is rendered impossible by the fault, or is restricted or impaired in an unreasonable manner.
- Acceptance of Services ordered after the Effective Date via Change Management. The Service validation and testing will apply in accordance with the Acceptance process as set out above in this Clause ExA.4.

**EXHIBIT B SERVICE OPERATIONS**

**ExB.1 Service Operation Overview**

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

**ExB.1.1 General Service Terms**

- (a) Customer will provide Orange with access to the Customer Network for Orange to provide the Service.
- (b) Commencement of Service. Orange will commence Service Operation only after the configuration of hosted System platform, and the necessary configuration of Orange internal systems has been completed, as applicable.
- (c) 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:

- Assisting Orange and/or Jive Software 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.
  - 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.

**ExB.2 Service Desk**

Unless otherwise defined in the Scope of Works, the standard operational interface between Customer and Orange is between nominated Customer contacts and an English speaking Customized Service Desk (or "CSD"). The CSD will be responsible for:

- (a) ticket management and status reporting.
- (b) receiving, helping to identify, logging as an Incident, assigning the adequate severity together with Customer and tracking all the Customer Incidents.
- (c) keeping the ownership of Incidents until their complete resolution.
- (d) closing Incidents and confirmation with Customer.

**ExB.2.1 Call Management**

The CSD will assign adequate severity to each request, as defined in Clause ExB.3 below (Incident Management). The CSD will be reachable by Customer based on the Customer support contract, via dedicated telephone number and/or Web interface.

**ExB.2.2 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.

**ExB.3 Incident Management**

**ExB.3.1 Opening an Incident Report.** Customer may report Incidents to the CSD via telephone or MyServiceSpace. Customer's helpdesk must be available 24 hours a day, 7 days a week for reporting Incidents to 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 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 Service to Proper Operational Condition through Diagnostics and the Incident is considered by Orange to relate to Jive Software, Orange will escalate directly to Jive Software engineers who will continue to work on the Incident until it is resolved.

**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 Orange first attempt to contact Customer.

**ExB.3.6 Incident Reporting.** Customer will promptly report all Incidents to the CSD 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 Orange then-current Hourly Labor Rate.



**ExB.3.7 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;
- (b) 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 Event Management**

Unless otherwise detailed in the Statement of Works, Orange is solely responsible for Event Management of Service during Service Operation. Orange will provide Event Management (monitoring) tools and trained personnel to provide 24 x 7 Event Management for Service. Trends and patterns are identified during analysis of significant Events.

**ExB.6 Change Management**

Unless otherwise detailed in the Statement of Works, Orange is responsible for Change Management and will execute changes in respect of the Change Catalog. Minor changes are part of the Service and Major changes are subject to additional charges. The description of minor and major changes is available in the Statement of Works.

**ExB.7 Access Management**

Access Management and Information Security for Server located in Orange Hosting Center(s) is primarily the responsibility of Orange.

**ExB.8 Service Level Management**

In cases where Orange's performance is below the applicable Service Levels, the operations teams will document and explain Orange's performance, including any mitigating circumstances. If any, the CSM will be in charge of this task. If any, the CSM also will initiate a Service Improvement Plan to meet the applicable Service Levels and monitor the results of such program. The scope of the Service Improvement Plan will be mutually agreed by the Parties. Upon Customer's request and if a Chronic Incident is due to Orange or is undefined, the Service Improvement Plan will include a Chronic Incident Report and a plan of action for Chronic Incidents at Locations receiving the Service. If the Chronic Incident is due to Customer, Orange will review with Customer but will not open a Chronic Incident Report.

Upon Customer's request, the CSM will provide a "post mortem" report for a specific Incident in the Service Improvement Plan if at least one of the following criteria is satisfied: (1) the Service Level Agreement was not met; or (2) an Incident was assigned a Severity Level 1 or 2, and the actual time to repair (a) for a Severity Level 1 Incident was more than 6 hours, or (b) for a Severity Level 2 Incident was more than 48 hours.

Customer must request the "post mortem" report in writing no later than 5 Business Days from the date on which the Incident is closed, and Orange will provide such report no earlier than 4 Business Days from its receipt of Customer's request. The "post mortem" report includes a root cause analysis and an action plan with associated owners to avoid a repetition of Incident management failures.

Once a Service Improvement Plan is closed, the CSM, if any, will continue to monitor the Service for the following 3 months.

**ExB.9 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 windows for each System component as appropriate.

**ExB.9.1 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.9.2 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.

**ExB.10 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 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.11 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 & 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 SERVICE DESCRIPTION FOR BUSINESS TOGETHER SHARESPEACE**