



## 1 SERVICE DESCRIPTION FOR ENTERPRISE TELEPHONY SERVICES FOR ALCATEL EQUIPMENT

### 1.1 Service Overview

The Enterprise Telephony Services for Alcatel Equipment include Deployment and Incident Management, as described herein. Any Orange My Service Space Services ("**My Service Space**") or Orange Voice Services ordered by Customer (e.g. Voice for IP VPN) will be described in a separate Service Description(s) attached to this Agreement and will be subject to additional Charges.

### 1.2 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 in this Service Description will control for purposes of this Service Description.

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

"**Change**" means a modification to the software or hardware configuration of the Equipment.

"**Customer Network**" means Customer's IPT telecommunications system (e.g. all applicable routers, switches, and servers) that is comprised of the Equipment.

"**Customer Operations Guide**" or "**COG**" means the document developed by Orange and Customer that details the support parameters and procedures for, as well as the listing of all Equipment that receive, the Enterprise Telephony Services.

"**Customer SPOC**" means Customer's single point of contact who will be responsible for assisting Orange with ongoing tasks related to the Enterprise Telephony Services.

"**Documentation**" means user guides, education materials, product descriptions and specifications, technical manuals, and other information relating to the Products, as provided by the Vendor.

"**Enterprise Telephony CPE**" means CPE provided and managed by Orange as part of the Enterprise Telephony Services (e.g. routers, gateways, etc.).

"**Equipment**" means the IPT telecommunications hardware and software that is manufactured by Alcatel and for which Orange provides Enterprise Telephony Services as identified in an Order, including any Enterprise Telephony CPE but specifically excluding any CPE that may be provided as part of the Orange Voice Services.

"**Existing Equipment**" means Equipment installed at a Location prior to Customer placing such Equipment under the Orange Enterprise Telephony Services and for which Orange will provide Enterprise Telephony Services.

"**Service Desk**" means the Orange Support Centers for the Enterprise Telephony Services.

"**Hardware**" means the Alcatel IPT telecommunications hardware provided by Orange pursuant to this Service Description, including any hardware purchased by Orange from a third party.

"**Incident**" means a fault, failure, or malfunction in the Proper Operational Condition of the Equipment.

"**IPT**" means IP Telephony, which is a method of providing telephone communications through an IP network.

"**License**" means the authorization required by a Software licensor for Customer's or User's use of the Software.

"**Products**" means individually and collectively the Alcatel IPT hardware, Software and Documentation purchased by Orange on behalf of Customer, as requested by Customer in an Order.

"**Proper Operational Condition**" means the correct operational status of the Equipment, as defined by the Vendor or by Orange, which includes the ability of the Equipment to run its specified operating system software, but not applications software.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Enterprise Telephony Services, Orange Voice Services, or the Orange systems and network (and associated software and hardware configurations) supporting such Services.

"**Site Audit**" means an audit of Existing Equipment performed by Orange to determine if the Existing Equipment is in Proper Operational Condition or if Orange can support Customer's IPT network and architecture.

"**Site Survey**" means the survey of the Location performed by Orange to determine if the Location meets the necessary requirements for the proper installation and functioning of the Equipment.

"Spares" means the whole units or modules of the Equipment used to replace or repair Equipment that is not in Proper Operational Condition.

### 1.3 Deployment

#### 1.3.1 International Procurement.

##### 1.3.1.1 Software Licensing

- (a) **Procurement of Licenses.** Customer authorizes Orange to act on Customer's behalf to obtain in Customer's name from the Software licensors the required number of personal, nontransferable, and nonexclusive Licenses to use, in object code form, the Software and related Documentation furnished to Customer under this Service Description. These Licenses will be limited to use of the Software with the Hardware for which the Software was obtained or, on a temporary basis, on back-up Hardware when the original Hardware is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed to in writing by the Software licensor.
- (b) **Compliance with License Terms.** Customer will comply with the terms and conditions of the Licenses. If the terms of this Agreement as it relates to the Software conflict with the Licenses, then the terms of the Licenses will control. Customer acknowledges that the Software is copyrighted by the Software licensors, and Customer agrees to comply with the Orange pass-through rights under all relevant copyright laws.
- (c) **License Documentation.** Customer agrees to execute all documents, instruments, and agreements, including the Licenses, that may be required by the Software licensor. If Customer fails or refuses to execute such documents upon delivery, the Software will be promptly returned to Orange in its original condition for a refund, as reasonably determined by Orange.
- (d) **Software Disclaimer.** Orange will not be responsible for Software defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by the licensor.

##### 1.3.1.2 Logistics

- (a) **Shipment and Delivery.** Orange will instruct the Vendor to ship all Products contained in an Order in one shipment. Orange will notify Customer if a partial shipment is necessary.
- (b) **Importation by Customer to Locations.** Products will be shipped from the Orange facility or directly from the Vendor and will be addressed directly to the Location under the User name, unless otherwise agreed to by the Parties.
- (c) **Selection of Carrier.** Orange will arrange for and will prepay all freight charges, including transportation and handling charges and all brokerage fees for delivery of the Products to the Locations, which will be reinvoiced to Customer at the cost to Orange plus a 5% percent handling fee, or at the rate otherwise agreed to by the Parties. Unless Customer provides Orange with specific shipping instructions, Orange will select the carrier(s) and arrange for shipment. Orange will not thereby assume any liability in connection with the shipment, nor will the carrier be construed to be an agent of Orange.
- (d) **Taxes.** For international shipments, the Products will be shipped Delivery Duty Unpaid, unless otherwise agreed to by the Parties.

1.3.1.3 **Acceptance of Products.** Customer will notify Orange in writing within 5 days of the delivery of the Products to the Location if the Products do not conform to the corresponding Order or if the Products as delivered by the carrier are damaged. If Customer does not provide the notice within such time, the Products will be deemed accepted as of the date on which the Products were delivered to the Location.

1.3.1.4 **Exercise of Warranty Rights Against the Vendor.** When Products are purchased from Orange without the Incident Management Services described below in this Service Description (including IP Phones) and Customer has warranty rights against the Vendor that it wishes to execute, Orange will provide the necessary information to allow Customer to return such Products directly to the Vendor.

1.3.1.5 **Cancellation.** If Customer cancels an Order for Products, then Customer will pay all charges for which Orange is or becomes liable in connection with such cancellation (including any cancellation or restocking charges for which Orange may be liable to the Vendor, shipping costs, etc.), plus an administration fee of 5% to Orange.

1.3.2 **Site Surveys.** If ordered by Customer, Orange will perform a Site Survey. Customer will issue all Orders for Site Surveys at least 5 Business Days in advance.

If a Site Survey requires more than 4 hours to complete (including travel time of the field engineer), then Customer will pay for the additional time required to complete the Site Survey at the Hourly Labor Rate. Orange will commence Site Surveys during Business Hours, but may be required to complete a Site Survey outside of Business Hours, which time will be chargeable to Customer at the Hourly Labor Rate. Upon Customer's request, Orange may perform Site Surveys outside of Business Hours, and

such Site Surveys will be subject to additional Charges. 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. Site Surveys will not determine the circuit load or voltage measurements for the existing power source, but Customer will be responsible for providing proper circuit load and power. Customer will be responsible for the damage to any Equipment caused by incorrect power provisioning or electrical circuit overload. Additionally, Orange will not be responsible for any personal injury or property damage, including damage to any Equipment that is due to incorrect power provisioning or electrical circuit overload.

If the results of a Site Survey indicate that further preparation to the Location is needed, Customer will ensure that all such preparations are completed prior to Orange providing any further services. If Customer fails to complete all required preparations to the Location, Orange will be relieved of its responsibilities to provide any Enterprise Telephony Services for such Equipment at that Location until it has 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. If Customer requests Orange to arrange and complete the necessary preparations to the Location, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations subject to Customer's approval and payment of the additional charges set forth in the Orange price quote.

1.3.3 **Staging.** If ordered by Customer, Orange will stage the Equipment, which may include hardware assembly, software loading, configuration, and testing of the Equipment in accordance with each specific Location's configuration. When required, Customer will provide a "gold disk" containing a complete image of all software applications and data, including configuration tables, needed to bring the Equipment into service. If such information is not available on a gold disk, then any additional work required to make the Equipment operational (e.g. the manual building of routing tables for a router) will be provided by Orange at the Hourly Labor Rate, plus the cost of materials.

Orange will action Equipment into staging and, if applicable, will notify shipping/export personnel of the shipping schedule. If the Equipment is staged in an Orange facility, warehouse personnel will physically move the Equipment into the staging facility upon notification, and the shipping clerks will initiate the shipping and/or exportation paperwork. If Orange determines a staging to be complex, Orange will notify Customer of, and the Parties will discuss in good faith and agree in writing on, any additional services that may be required to stage the Equipment and the charges applicable thereto.

#### 1.3.4 **Installation**

1.3.4.1 **Orange Responsibilities.** Orange will:

- (a) Provide its personnel with appropriate installation documentation for each Equipment installation, including testing procedures and an installation checklist for the Equipment (the "**Installation Documentation**");
- (b) Confirm that the Location has been properly prepared and that the Equipment has been delivered to the Location;
- (c) Determine if wiring is in place between the cabinet for the Equipment and the demarcation prior to beginning the installation;
- (d) Unpack, inventory, and install the Equipment;
- (e) Interconnect the Equipment to the demarcation, test the Equipment and provide Customer with the test results, and initiate turn-up using the Installation Documentation; and
- (f) Notify Customer promptly if any problems occur during installation that adversely affect the installation process.

Orange will not be responsible for any failure to complete an installation by the Committed Delivery Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability by Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.

1.3.4.2 **Customer Responsibilities**

- (a) Customer will notify Orange if any User timeframes for installation and support have changed from the information contained in the Order.
- (b) If the User cancels an installation Order, Customer will promptly advise Orange of the redeployment of the Equipment for installation at a different Location or if the Equipment should be returned to the Vendor. Customer will pay all charges for which Orange becomes liable in connection with such cancellation, including actual shipping costs and any cancellation or restocking charges assessed by the Vendor, plus a 5% handling fee to Orange.
- (c) Customer will pay the Hourly Labor Rate, plus the cost of materials, for any additional on-site visits resulting from non-performance of Customer's obligations.

1.3.4.3 **Installation Failures.** Successful installation of the Equipment assumes that the network portions are correctly installed and operational. If Orange is unable to complete installation of the Equipment due to a network failure, Orange will, upon Customer's request, work with Customer to diagnose and resolve the problem at the Hourly Labor Rate, plus the cost of materials.

#### 1.4 Incident Management

1.4.1 **Customer Operations Guide.** The COG is essential for the delivery of the Incident Management Services, and the Parties will work together to complete this document prior to the commencement of the Incident Management Services. The COG is intended to be an accurate reflection of the current status of the Incident Management Services, and as such may be revised on an on-going basis to reflect all changes during the Service Term. The COG will include detailed Customer contact information, the processes, deliverables and metrics associated with the Incident Management Services, and will set forth general escalation procedures.

1.4.2 **Remote Access.** Customer will provide Orange with remote access to the Customer Network as required by Orange for Orange to provide the Incident Management Services; the remote access required may vary depending on the Incident Management Services to be provided to Customer.

1.4.3 **Customer's Responsibilities.** Customer will provide a local contact name and telephone number for each Location. The Customer SPOC will participate at all operational project reviews. 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 is responsible for notifying Orange promptly of any changes to the serial numbers or names of the Equipment provided by Orange (excluding IP Phones, but including any gateways, call managers, etc.) covered by the Incident Management Services and for obtaining any changes necessary to the Equipment, such as access rights, that will permit remote monitoring or troubleshooting by Orange via the Incident Management Services.

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

- Providing contact information for Customer personnel who have authority to make decisions relating to the Incident Management Services;
- Participating in the operational project reviews the first month after the Incident Management Services commence and on a regular basis thereafter; and
- Completing the IP inventory information relating to Equipment location, IP addresses, Incident consequence severity, performance and Incident polling traps.

1.4.4 **Commencement of Incident Management Services.** Orange will commence the Incident Management Services only after the installation of all Equipment, Enterprise Telephony CPE, all required remote access, and the necessary configuration of Orange internal systems has been completed, as applicable.

1.4.4.1 **Existing Equipment.** For Existing Equipment, Orange must receive all Orders for Incident Management at least 60 days prior to the commencement date. Orange will commence Incident Management for Existing Equipment on the date agreed upon by the Parties in writing. If requested by Orange, Customer will provide, in electronic format, a complete database of all Existing Equipment by location and by type as reasonably requested by Orange, including model number, configuration, and serial numbers. Customer will certify that, to the best of its knowledge, the Existing Equipment listed in the Orders has been continuously maintained and is in Proper Operational Condition at the time of execution of the Orders. Customer will make available, wherever possible, all maintenance records relating to the Equipment.

Prior to commencement of the Incident Management Services at any Location, the Parties will review the list of Existing Equipment at each Location and, if Customer is unable to certify that Existing Equipment has been continuously maintained or if otherwise necessary, the Parties will make arrangements to conduct a Site Audit. Site Audits will be provided at the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing.

1.4.4.2 **Certification of Existing Equipment.** If Customer is unable to certify that the Existing Equipment has been continuously maintained and the Parties elect not to perform a Site Audit, Orange may agree to commence Incident Management based solely on the listing of Existing Equipment for any given Location. If Orange determines at the initial Incident Management service call that the Incident is due to a lack of on-going maintenance, Customer agrees that the Incident Management provided pursuant to such call will be provided at the Hourly Labor Rate, plus the cost of materials.

1.4.4.3 **Additional Equipment.** Orange will commence Incident Management for Additional Equipment upon completion of the installation of the Additional Equipment. The Parties recognize that the lead-time for acquisition and deployment of Spares for new Equipment types is subject to availability of the Spares from the Vendor. When Spares for Additional Equipment are initially unavailable, Orange will provide Incident Management at the Hourly Labor Rate, plus the cost of materials, and Orange will use commercially reasonable efforts to provide Incident Management until the Spares become readily

available in sufficient quantities from the Vendor. Notwithstanding anything to the contrary contained in this Agreement, including any SLA, the monthly recurring Charge for Incident Management and any applicable Service Levels will apply only when the necessary Spares for the Additional Equipment become available in sufficient quantities from the Vendor.

1.4.5 **Incident Reporting.** Customer will promptly report all Incidents to the Service Desk in accordance with the Incident reporting procedures provided by Orange. Customer will provide the following information when reporting an Incident:

- Agreement Number or ID;
- Location address and identification code;
- Equipment type and serial number;
- Nature of Incident;
- Local time at the Location;
- Hours of access and Location contact information; and
- Prioritization of Dispatch (i.e. immediate or deferred).

Orange will not accept reports of 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 this Clause 1.4.5 and the Incident Management reporting procedures. If Orange determines that an Incident reported by 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 Incident at the Orange then-current Hourly Labor Rate.

1.4.6 **Diagnostics and On-Site Maintenance Services.** Orange will provide Incident Management for Equipment that is managed by Customer. Orange will provide Incident management and remediation upon receipt of Customer's report of an Incident via telephone or online using My Service Space. Incident Management consists of restoring the Equipment to Proper Operational Condition in the event of an Incident through remote diagnostics and troubleshooting or on-site replacement of non-functioning Equipment, as described in this Clause 1.4.6. In no event will Orange configure or reconfigure any software for Equipment managed by Customer or any third party.

(a) **Diagnostics.** Orange may perform first level diagnostics and remote troubleshooting ("**Diagnostics**") prior to dispatching a field engineer to the Location. Diagnostics may consist of:

- Assignment of a severity or priority level code; and
- Determination of the Incident at the component level when possible.

(b) **On-Site Maintenance Services.** Orange will provide On-site Maintenance Services for Equipment only if ordered by Customer. If On-site Maintenance Services apply and the Service Desk is unable to restore the Equipment to Proper Operational Condition through Diagnostics or if otherwise necessary, a field engineer will be dispatched to the Location, and the field engineer will use commercially reasonable efforts to restore the Equipment to Proper Operational Condition as soon as practicable. On-site Maintenance Services may include:

- Coordination of the delivery of Spares with the arrival of the field engineer;
- Coordination of Incident determination through additional remote diagnostics and troubleshooting procedures with the Service Desk and appropriate Customer contact as necessary; and
- Replacing defective parts and field replacement units with Spares (subject to Clause 1.4.7 (Spares)).

Upon completion of the On-site Maintenance Services, the field engineer will contact the Service Desk to confirm Incident resolution and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate call closure. Physical configuring or reconfiguring of the Equipment is not included in On-site Maintenance Services and, upon Customer's request for such services, will be provided at the Hourly Labor Rate, plus the cost of materials.

1.4.7 **Spares**

(a) **Equipment other than IP Phones.** If set out in an Order, Orange will be responsible for providing Spares for the Equipment (excluding IP phones), and Orange will provide such Spares at a level that is consistent to meet applicable levels of service (e.g. 7x24x4, 8x5xNBD, etc.), although the Spares will not be dedicated specifically to Customer. If Customer requests dedicated Spares, then such Spares will be provided at an additional charge. Orange or its Subcontractors will be responsible for the warehousing, safekeeping, and deployment of the Spares. Orange will be responsible for all costs associated with shipping and repairing Spares. All non-functioning Equipment replaced by a Spare will become the property of Orange, and all Spares installed to replace non-functioning Equipment will become the property of Customer.

(b) **IP Phones.** Orange will not provide spares for IP phones. Customer may elect to purchase spare IP phones to be stored at the Locations, and Customer is responsible for replacing all faulty IP phones.

1.4.8 **Incident Management Services Exclusions.** The Incident Management Services will not apply to, and Orange will not provide Incident Management Services for, any IP phone. Orange also will have no obligation to furnish Incident Management Services for, and Orange will not be liable for damages for loss of the use of Equipment caused by any of the following (collectively "**Limitations**"):

- (a) Partial or total loss of the use of the Equipment due to temperature or electrical current fluctuation, fire, flood, riots, warfare or any other casualty, loss, or the repair of any Equipment that by reason of age or extreme or abusive use has become so debilitated as to be beyond reasonable repair;
- (b) Damage caused by adjustments and repairs made by persons other than Orange, Orange Subcontractors, or personnel approved in writing by Orange;
- (c) Damage caused by computer viruses; or
- (d) Any instabilities in the operation of the Equipment caused by or related to the use of software not provided by Orange; combinations of Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange.

Interventions and repairs rendered necessary by the above causes may be performed by Orange at Customer's request, and will be provided at the Hourly Labor Rate, plus the cost of materials.

Incident Management Services do not include:

- Provision of operating supplies or accessories;
- Electrical work external to the Equipment, except as otherwise set out in this Service Description;
- Maintenance of attachments or other devices not listed in a fully executed Order; or
- Correction of software databases or programming errors or any errors or damages caused by or arising out of input or error, except as otherwise set out in this Service Description.

1.4.9 **Customer Responsibilities.** Customer will:

- Ensure that the proper environmental conditions, including temperature and humidity, are maintained at the Location within the tolerances specified by Orange or the Vendor;
- Follow all installation, operation, and maintenance instructions of Orange or the Vendor, as applicable;
- Provide the proper environment and electrical and telecommunications connections as specified by Orange or the Vendor;
- Provide reasonable communications facilities, work space and storage space for Spares, if requested by Orange; and
- Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data, or programs to the extent Customer deems necessary.

Except as otherwise expressly provided in this Service Description, Orange will not be responsible for reconstructing data or the cost of reconstructing data stored on disk files, tapes, memories, etc., lost during the performance of Services hereunder.

1.4.10 **Reporting.** Upon Customer's request, Orange will issue performance reports for the Incident Management Services provided. The Parties agree that all reports generated by Orange will be in written and electronic format. All reports will be considered Confidential Information, and the Parties will use such reports for internal analysis only.

1.4.11 **Obsolete Equipment.** When a Vendor has notified the market that a type of Equipment is no longer supported ("**Obsolete Equipment**"), Orange will manage the withdrawal of Customer's Obsolete Equipment from Incident Management Services following a two-phase approach.

Regular reviews will be held to assess the ongoing availability of Spares and engineering skills, and Customer will be notified in advance as to the proposed date when the Obsolete Equipment will be formally withdrawn from Maintenance Services.

During Phase 1 of the process (the "**Initial Notice Period**"), Orange will advise Customer that it will be reducing the level of service provided after 3 months and that Customer should begin reviewing alternate equipment types and budgeting for technology refresh programs. During Phase 1, all current levels of service will remain in place, and new installations will be undertaken only on the express agreement that these will be included in the withdrawal process at the end of the Initial Notice Period.

During Phase 2 (the "**Reduced Support Period**"), Obsolete Equipment will be supported on a "labor only" basis, and Customer will be responsible for the provision of Spares. The Obsolete Equipment will be supported only during Business Hours, and no additional Obsolete Equipment will be installed or will receive Incident Management Services. After 3 months of the Reduced Support Period, all formal support will be withdrawn on such Equipment.

**1.5 Change Management**

Orange will implement Hardware Moves, Adds, and Changes ("**Hardware MACs**") on Customer-managed Equipment receiving Incident Management as described in this Clause 1.5, subject to the Hourly Labor Rate, plus the cost of materials.

**1.5.1 Hardware MAC General Provisions**

- (a) **Scheduling.** Orange will not be responsible for any failure to complete a Hardware MAC by the Committed Delivery Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability by Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.
- (b) **Hardware MAC Rescheduling.** If the requested date for performance of a Hardware MAC needs to be revised, Customer will provide at least 3 Business Days advance notice of such revision.

**1.5.2 Equipment Deinstallation.** If requested in an Order, Orange will deinstall Equipment from a Location. A field engineer will arrive at the Location, deinstall, and pack the Equipment for shipment or disposal. If Customer requests Orange to store the deinstalled Equipment, Orange will ship such Equipment to an Orange facility for storage. Customer will pay all actual costs for packing materials, shipping and handling, plus a handling fee of 5% to Orange. Orange will store the deinstalled Equipment at a rate mutually agreed to by the Parties in writing.

**1.5.2.1 Customer Responsibilities.** Customer will:

- (a) Supply Orange with the exact configuration of the Equipment and Location being deinstalled;
- (b) Provide shipping information or disposal instructions for the de-installed Equipment;
- (c) Provide alternate contact information (if available); and
- (d) Arrange for storage and shipment of boxes and Equipment with the Location.

**1.5.2.2 Orange Responsibilities.**

- (a) Orange will conduct a comprehensive inventory of the Equipment to be deinstalled and record model and serial numbers in a format agreed to by the Parties prior to deinstallation.
- (b) If the Equipment scheduled for deinstallation will be shipped from the Location, Orange will:
  - Ensure that packing materials are placed in a mutually agreed local storage site, pending shipment;
  - Disconnect all cables from the Equipment, pack, and label the boxes for shipping;
  - Prepare the Equipment for shipping in accordance with Customer's instructions; and
  - Arrange for shipment of the Equipment with local carriers.
- (c) If the Equipment scheduled for deinstallation will be disposed of, Orange will dispose of such Equipment in accordance with the disposal instructions provided by Customer. Orange will have no liability, and Customer will defend, indemnify, and hold harmless Orange from and against any and all Losses arising out of or related to the disposal of the Equipment.
- (d) Orange will notify Customer when the Location or the Equipment has been successfully deinstalled.

**1.5.3 Moving Equipment within a Location.** All Equipment moves within a Location will require (i) deinstallation of the relevant Equipment from the current site in the Location in accordance with Clause 1.5.2 (Equipment Deinstallation) of this Service Description and (ii) installation of the Equipment at the new site in the Location in accordance with Clause 1.3.4 (Installation) of this Service Description. Customer will ensure that the new site is properly prepared and will provide the necessary documentation with the specifics for the Equipment move.

**1.5.4 Moving Equipment between Locations.** Movement of Equipment between Locations will be treated as a complete deinstallation of the original Location requiring an inventory of the Equipment, and complete installation at the new Location in accordance of the procedures set forth in Clause 1.3.4 (Installation) and Clause 1.5.2 (Equipment Deinstallation) of this Service Description. Generally, any movement of Equipment between Locations will not be deemed an early termination by Customer of the Maintenance Services, and no early termination charges will apply. However, if the Equipment is not reinstalled at a new Location within 3 months of the deinstallation, Orange may assess early termination charges.

**1.5.5 Modifying and Upgrading Equipment.** Customer will notify Orange of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Equipment. The Parties will negotiate the appropriate Charges for staging, installation and maintenance of enhancements, engineering change orders ("**ECOs**") and changes required by a governmental or regulatory entity for product safety reasons ("**Safety Changes**") (collectively "**Equipment Changes**") on a case by case basis. The inclusion of such Equipment Changes will be

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reflected by an amendment to this Service Description. All ECOs and Safety Changes will be coordinated with the Customer SPOC.

**END OF SERVICE DESCRIPTION FOR ENTERPRISE TELEPHONY SERVICES FOR ALCATEL EQUIPMENT**