

## 1 SERVICE DESCRIPTION FOR MANAGED LAN

### 1.1 Definitions

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. Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them elsewhere in the Agreement.

"**Incident**" means a fault, failure, or malfunction in the Managed LAN.

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

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

"**LAN**" means Local Area Network.

"**WLAN**" means WiFi Local Area Network.

### 1.2 SRF

1.2.1 **Customer Requirements for the SRF.** During Service Deployment, the Parties will complete the applicable SRFs. Customer will provide all relevant technical specifications and documentation regarding its existing network, and Orange will reasonably assist Customer in completing the SRFs; however, Customer will ensure that all information contained in the completed SRFs is accurate.

1.2.2 **Customer Contacts.** Customer will identify a primary contact and between 2 and 4 secondary contacts in each SRF; provided that Orange may require Customer to identify additional contacts if required due to the Managed LAN solution provided to Customer. Customer will ensure that all primary and secondary contacts are available and can be contacted by Orange 24 hours a day, 7 days a week. All Incidents will be reported to the listed contacts, and Orange will respond only to Managed LAN Service requests and reports of 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, unless otherwise agreed to by the Parties.

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:

- All contact information in the SRF is maintained and current;
- Orange is notified before and after any planned outages or configuration changes to, or any change to Customer's environment that impacts, Customer's network or network services; and
- All configuration changes are scheduled at least 5 Business Days in advance.

### 1.3 Site Survey

If requested by Customer or required by Orange, and subject to additional Charges, Orange will perform a survey of the Location or of Customer's equipment at a Location to determine if the Location and equipment meets the necessary requirements for the proper installation and functioning of Managed LAN ("**Site Survey**"). The scope of the Site Survey may include LAN installation, WLAN installation (including any applicable radio frequency requirements), or an audit of Customer's equipment for the management handover of such equipment to Orange. The Site Survey does not include an audit or inspection of cabling. 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 the Location or different equipment is needed, Customer will ensure that all such preparations are completed and equipment provided 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 Managed LAN at that Location until it has been properly and fully prepared and equipped. 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 or to provide the necessary equipment, Orange will provide a price quote to Customer for such services, and Orange will perform the necessary preparations and provide the equipment subject to Customer's approval and payment of the additional charges set forth in the Orange price quote. If Managed LAN includes, and Orange performs a Site Survey for, the WLAN or wireless access points, then any Charges for Managed LAN applicable to the WLAN Locations or wireless access points are subject to change upon written notice to Customer based on the results of the Site Survey.

## 1.4 Service Description

Managed LAN is a Network Service that provides Orange IP VPN and Business VPN customers with operations management of the LAN or WAN, as applicable, including LAN switches or WLAN equipment.

### 1.4.1 Standard Service Modes. Customer will elect to receive one of the following service modes:

- (a) **Service and Equipment.** Orange will design the Managed LAN solution and will deploy, install, configure (e.g. configure the chassis, the ports to connect to Customer's equipment, VLANs, filtering policy, etc.) and test the Managed LAN CPE. Orange also will provide maintenance (including all required IOS upgrades) for the Managed LAN CPE.
- (b) **Service Only.** Customer will provide the equipment needed for Managed LAN and on which Managed LAN will be delivered. The Service Only mode does not include CPE provisioning, installation or maintenance by Orange. However, the maintenance of Customer's equipment must be provided by Orange, subject to the Service Description for Maintenance Services attached to this Agreement or as otherwise agreed upon by the Parties in writing.

Customer's equipment must meet Orange standards and requirements for Managed LAN. Orange will examine, test, and re-configure, if needed, Customer's equipment to ensure that the equipment meets such standards and requirements. Any additional on-site visits required to upgrade or configure Customer's equipment will be subject to additional charges.

If Customer elects to purchase the equipment from Orange, then the Service Description for Deployment will apply, and separate charges will apply to the equipment purchased.

With either Service mode, Customer will receive Service Management, as described in Exhibit A of this Service Description which is attached hereto and is incorporated herein by reference.

### 1.4.2 Optional Service Features. Customer may order and receive the following optional features of Managed LAN, which will be subject to additional charges:

- (a) **On-Site LAN Management.** Orange will provide an on-site LAN manager to support day-to-day LAN operations at the relevant Location(s), including cable patching and troubleshooting with local intervention if required.
- (b) **In-line Powering for IP Phones.** Orange will provide the inline-power feature for Customer's IP phones from the Ethernet cabling used to provide Managed LAN. Orange will support the In-line powering optional feature only for IP Phones provided by select vendors, which Orange may identify from time to time.
- (c) **Cabling Audit.** Orange will conduct a visual inspection of the in-house cabling at the Location to determine if such Location meets the specifications for Managed LAN; the minimum requirement is Category 5E twisted pair cabling (e.g. higher cabling will be required in case of optical fiber interconnection, etc.). If needed and agreed upon by the Parties in writing, Orange will provide in-house cabling services for Managed LAN. For redundant configurations, alternative cabling routes within the Location are required.
- (d) **Location Migration Services.** Depending on the nature, design, and size of Customer's Managed LAN, Orange in its reasonable discretion may require project management and consulting services in addition to the Life Cycle Management in order to implement and support Managed LAN. Orange also will provide additional project management and consulting services upon Customer's request.
- (e) **Authentication Service.** By default, the User authentication for WLAN will be handled through the Active Directory of Customer's infrastructure. Orange will configure its Managed LAN equipment with the authentication information provided by Customer. Orange will not be responsible or liable for the Active Directory or proxy configuration or for User connectivity problems. Any other authentication services that Orange may provide for use with Managed LAN will be subject to a separate Service Description attached to this Agreement and to separate Charges. Any Consulting Services that Orange may provide to assist Customer with the design or configuration of Customer's authentication services will be subject to a Statement of Work and additional terms and conditions mutually agreed upon by the Parties in writing.
- (f) **Path performance.** For Managed LAN provided with the Orange IP VPN or Business VPN Service, Orange will provide end-to-end reporting on Round-trip Delay (RTD), Packet Loss Ratio (PLR) and Jitter per IP VPN or Business VPN Class of Service on selected routers, i.e. on the traffic route between two selected switches or between a switch and an IP VPN or Business router, provided that this feature can be supported by the applicable switch(es).
- (g) **Read Access to LAN CPE.** Orange will provide Customer with access in READ mode to the CPE configuration, provided that this feature can be supported by the applicable CPE.

## 1.5 Service Requirements

Managed LAN will be provided only for Orange IP VPN or Business VPN Service Locations.

The minimum Service Term of any Order for Managed LAN is 3 years.

Customer hereby expressly authorizes Orange to establish and implement any management VLAN(s) needed to enable management of the LAN.

If Customer's Managed LAN includes wireless access points, then Orange may provide to Customer, in conjunction with the Service Commencement Notice for Managed LAN, a WLAN Environment Assessment Report ("**WEA Report**") reflecting details of the wireless environment as of the Date of Acceptance. Throughout the Service Term, Customer will ensure that the wireless access points remain as installed and that such access points and the environment remain as validated by Orange upon installation of Managed LAN. If the Managed LAN, including any wireless access points, become obstructed or are adversely affected by a change or condition in the relevant environment (whether due to a change in the applicable radio frequency or otherwise), then Orange and Customer will work together in good faith to modify the Managed LAN to address the obstruction, change, or condition; provided that any additional services (e.g. Site Survey, design, etc.) or CPE provided by Orange with respect to or due to such modification will be subject to additional Charges. Orange will not be responsible or liable for any obstruction to, or adverse effect on, the wireless access points, except to the extent caused by the negligent or willful misconduct of Orange.

## 1.6 Service Restrictions and Exclusions

Managed LAN does not include changes to the cabling, except as expressly provided as an optional service feature above. Managed LAN also does not include any desktop services.

## 1.7 Charges

One-time Charges for the provisioning, deployment, installation, and configuration of the CPE will apply per Location and per port or access point (active or inactive). One-time Charges also will apply to the Site Surveys services. Monthly Recurring Charges apply per Location or for each access point or port (active and inactive) per Location. All Optional Service Features will be subject to additional Charges, and the Charges for any Maintenance Services provided by Orange if Customer receives the Service-Only mode are separate from and in addition to the Managed LAN Charges. Charges for the purchase of any equipment from Orange and for any Consulting Service provided by Orange are separate from and in addition to the Managed LAN Charges. Additional Charges may apply to the Service Management services provided by Orange in connection with Managed LAN. Charges are subject to adjustment, by the sole discretion of Orange, on January 1 of each year to reflect or account for any changes in the applicable pricing index(es); provided that the charges may not increase by more than 10% from year to year.

## EXHIBIT A SERVICE MANAGEMENT FOR MANAGED LAN

### ExA.1 Definitions

All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them elsewhere in the Agreement.

"**Automation**" means the Orange proprietary set of systems and processes that automatically detect Incidents on the Orange Network infrastructure elements and the Customer Network Elements and that create Incident Reports relating to such Incidents.

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

"**Change Catalog**" means the Orange schedule of the Changes that may be provided for Managed LAN, 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. The Change Catalog may identify the applicable and available categories and priorities for Changes.

"**Chronic Incident**" means more than 5 closed Incident Reports of any Severity Level are reported during the previous 4 consecutive weeks for Customer, for the same Managed LAN Location and same connection, including Severity Level 1 Incident Reports opened by Automation with a Mean Time To Repair of more than 20 minutes, but excluding all other Incident Reports opened by Automation.

"**GCSC**" means the Orange Global Customer Support Centers.

"**Incident**" means a failure or malfunction within Customer's Managed LAN. Incidents do not include Managed LAN unavailability during Scheduled Maintenance.

"**Incident Owner**" means the Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using MSS or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident. The Incident Owner will be responsible for coordinating the Orange personnel necessary to resolve the Incident Report.

"**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 Reports

are opened reactively when Customer reports an Incident, or proactively when Automation detects an Incident.

"**MSS**" means the Orange My Service Space web portal, which is a web portal that allows Customer to report and track Incidents, obtain information regarding the inventory of Customer's Supported Services, and monitor and obtain reports for certain Supported Services, using a login name and password provided by Orange when the Supported Service is implemented. MSS support is provided only in English.

"**Router**" means the CPE for Managed LAN that forwards data packets between networks.

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

"**Severity Level**" means the amount of impact an Incident has on the operation of Customer's Managed LAN, as described in Clause ExA.4.2 (Incident Report Severity) below. The Severity Level may also be referred to as the "**Incident Priority**".

## ExA.2 Service Overview

Orange will provide the Service Management described herein for Managed LAN Locations. Service Management includes the Incident Management, Problem Management, Configuration Management, and Change Management services described below. Orange will provide either Enhanced or 24x7 Service Management, as identified in the relevant Order. With Enhanced Service Management, Orange will provide the Service Management Services described herein only during Business Hours. For 24x7 Service Management, Orange will provide the Service Management Services 24 hours a day, 7 days a week. Notwithstanding the foregoing, Orange may provide a different level of Service Management for Managed LAN Locations within France for French customers, and Orange will provide a description of such service upon Customer's request.

## ExA.3 CSM

Customer will receive support from a designated English-speaking Customer Service Manager ("**CSM**"), who will be available during Business Hours, even if Customer receives the 24x7 service option. The CSM will proactively manage operational performance within Orange on Customer's behalf and work with Orange internal operations groups to maintain or improve performance of Customer's Managed LAN as needed. The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of Managed LAN, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts. The CSM will respond to Customer's inquiries promptly.

## ExA.4 Incident Management

ExA.4.1 **Opening an Incident Report.** Customer will have access to an Extended Technical Support (ETS) team that will provide technical support (in English only) for Incidents. Customer may call the ETS team directly using the PIN code provided by Orange to report an Incident, or Customer may report Incidents to the ETS team or to the GCSC by opening an Incident Report online using MSS. If MSS is unavailable or if Customer requires support in a language other than English, then Customer may report an Incident by calling the GCSC. The ETS team will analyze and diagnose Incidents for Managed LAN and retain ownership of the Incident Report until the Incident is resolved. The ETS team will periodically update Customer regarding open Incident Reports via MSS or by telephone. Customer's helpdesk must be available 24 hours a day, 7 days a week for reporting Incidents to Orange.

ExA.4.2 **Incident Report Severity.** All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish Service restoration timeframes. Incident Reports are assigned one of the following 4 Severity Levels, which Orange may modify from time to time:

- Severity Level 1: Outage of Service
- Severity Level 2: Degradation of Service
- Severity Level 3: Service Affected Intermittently
- Severity Level 5\*: Service Not Affected / Chronic, Incident Management

\*Note: There is no Severity Level 4.

ExA.4.3 **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. Orange will meet the on-site support targets provided in the Managed LAN SLA.

ExA.4.4 **Information and Documentation.** Customer will have online access to information on and track active Incident Reports through MSS, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

ExA.4.5 **Escalation.** Customer may add a note to an Incident Report using MSS or may contact the ETS team 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. Orange has established detailed escalation processes that are designed to advise internal Orange personnel and Customer personnel that normal restoration processes are not able to resolve an Incident within the stated restoration timeframe. The escalation process is based not only on the amount of time that has elapsed since the Incident Report was opened, but also the assigned Severity Level. 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 in order to make the repair, 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.

**ExA.4.6 Automation.** Automation occurs on a 24x7x365 basis for Severity Level 1 Incidents lasting at least 14 minutes from alarm detection on the affected Managed LAN element, as well as Incident Report query and reporting features. Notification of Incident Report creation is provided via MSS and is sent within 10 minutes of the Incident Report being created. 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 Managed LAN. Customer also will ensure that all Managed LAN elements at the Locations receive adequate power and remain "on" to avoid false alarms. Automation does not function in the following situations: (i) during periods of Scheduled Maintenance; and (ii) for any portion of the Orange Network that resides on a third party's network, if applicable.

**ExA.4.7 Incident Closure.** All Incidents will be considered closed after verbal agreement of Customer (which will not be unreasonably withheld) or, if Orange is unable to contact Customer, within 3 Business Days of the first attempt by Orange to contact Customer.

#### **ExA.5 Problem Management**

Upon Customer's request, the GCSC will investigate and perform a root cause analysis for Chronic Incidents at the Locations with Managed LAN that are identified by Customer. The ETS also will identify, investigate, troubleshoot, and resolve Chronic Incidents at Locations receiving Managed LAN. Problem Management can reduce repetitive Incidents by examining recurring trends and identifying root causes of Chronic Incidents.

#### **ExA.6 Change Management**

**ExA.6.1** Orange will configure the Managed LAN in accordance with the information provided by Customer in the completed SRFs. Thereafter, Orange will implement Changes as identified in the Change Catalog upon Customer's request pursuant to Clause ExA.6.3 below. Each month Customer will receive a specified number of Changes identified in the Change Catalog or the Charges Schedule (the "**Change Package**"). Any additional Changes, or Changes provided in lead times other than those expressly identified as included in the Change Package, are chargeable in addition to the monthly recurring Charge for the Service Support and at the rates provided in the Charges Schedule or Change Catalog, 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 6-month calendar period. If Charges for such Changes are not provided in the Charges Schedule or Change Catalog, then 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.

**ExA.6.2** 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 the Orange Network.

**ExA.6.3** Customer will request all Changes other than urgent Changes to the CSM by email, and the CSM will be Customer's single point of contact for all such Change requests. Customer will request all urgent Changes via email to the specific mailbox identified by Orange, which Orange will provide to Customer. For all Change Requests, Customer will use the Orange Request Form (which Orange will provide to Customer upon request). Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts. Customer will identify on the Orange Request Form the time or date by which Customer requests the Change to be implemented. For expedite Changes (i.e. Changes to be implemented in more than 4 hours and less than 24 hours), Customer will provide a maintenance window with a start time (in GMT) for the Change on the Orange Request Form.

**ExA.6.4** Customer will identify a target completion date or time on the Orange Request Form. If Orange objects to or cannot comply with the target completion date or time identified on Customer's Request Form for any reason, or if Customer does not identify a target completion date or time on the Orange Request Form, then Orange will reasonably determine the target completion date or time based on the nature of Customer's requested Change and will advise Customer of such. The following target implementation lead times will apply to Customer's Change requests. Except as otherwise provided herein, the target lead time will begin on the date that the CSM acknowledges receipt of a fully documented and accurate Orange Request Form submitted by an authorized Customer contact (which

acknowledgement will be via email to the appropriate Customer contact) and will end on the target completion date or time, as determined pursuant to this Clause ExA.6.4:

Change Category	Target Lead Time			
	Urgent (4 hours)	Expedite (24 hours)	Express (3 days)	Standard (7 days)
No Impact	Yes	Yes	Yes	Yes
Little Impact	Yes	Yes	Yes	Yes
Clear Impact	N/A	N/A	Yes	Yes

ExA.6.5 Orange will advise Customer if any on-site contact is required to implement a Change, and Customer will ensure that such contact is available to Orange at the Location at the time the Change is implemented.

ExA.6.6 Any type of Change not identified in the Change Catalog or that otherwise requires considerable resources to implement (as determined by Orange in its sole discretion) will be considered a **"Significant Impact"** Change, for which a specific request for quotation must be made by Customer to Orange. The Parties will mutually agree on the charges and lead times applicable to each Significant Impact Change.

## ExA.7 Service Delivery

ExA.7.1 **Service Level Management.** Customer will receive the credits and other remedies set forth in SLAs for Managed LAN. In cases where the Orange performance is below the applicable Service Levels, the CSM will document and explain the Orange performance, including any mitigating circumstances. The CSM also will initiate a SIP to meet the applicable Service Levels and monitor the results of such program. The scope of the SIP will be mutually agreed to by the Parties. Upon Customer's request and if a Chronic Incident is due to Orange or is undefined, the SIP will include a Chronic Incident Report and a plan of action for Chronic Incidents at Locations receiving Managed LAN. If the Chronic Incident is due to Customer, Orange will review with Customer but will not open a Chronic Incident Report.

Also upon Customer's request, the CSM will provide a "post mortem" report for a specific Incident in the SIP if at least one of the following criteria is satisfied:

- The Service Level Agreement was not met;
- 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 8 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 SIP is closed, the CSM will continue to monitor Managed LAN for the following 3 months.

The CSM also will prepare and deliver a report (the **"CSM Monthly Report"**) for Managed LAN once a month, by the 15th day of the month, covering data collected during the previous month. The CSM Monthly Report will be delivered by email, posted in MSS, and will include the following:

- Executive Summary.** The Executive Summary provides trend information over the previous rolling 6 months to show the evolution of performance trends.
- Operational Highlights.** Operational Highlights addresses key Service Level indicators and demonstrates the Orange performance against applicable Service Levels. Operational Highlights also documents any upgrade recommendations for Managed LAN that result from chronic violations of the Orange engineering rules, which may adversely impact the ability of Orange to meet the applicable Service Levels. In addition, Operational Highlights will document any upgrade or change recommendations of the CSM.

The CSM will discuss the CSM Monthly Report with Customer in person at a monthly or quarterly meeting, if the CSM and Customer are based in the same country. If the CSM and Customer are based in different countries, this meeting will be conducted via telephone or, if available, video conferencing.

## ExA.7.2 Availability Management

When possible, the CSM will notify Customer 9 days in advance of any Orange Network Scheduled Maintenance that may result in a disruption of Customer's Managed LAN.

## ExA.8 Charges

Monthly recurring Charges for Service Management will apply to each Location receiving Managed LAN, and Changes are chargeable per Clause ExA.6 above. If the lead time for a Change is urgent and Orange implements the Change after such lead time has expired, then Orange will reduce the

Charge for the Change to the Charge applicable to expedite lead time Changes. For any Change (other than a Change identified by Orange as "significant") that Orange otherwise fails to implement in accordance with the mutually agreed upon terms set forth in the Orange Request Form, Orange will re-implement the Change for Customer free of charge. Orange also may charge Customer for any additional costs incurred due or related to an Incident caused by Customer. Separate Charges will apply to the Managed LAN, Network Services, and any other Services otherwise provided by Orange.

**END OF SERVICE DESCRIPTION FOR MANAGED LAN**