



1 SERVICE DESCRIPTION FOR MY-SITE SERVER MANAGEMENT SERVICE

1.1 Definitions

The following capitalized words will have the meanings set forth in this Clause 1.1 and shall supersede any conflicting definition set forth elsewhere in the Agreement.

"Complex MACs" means the (i) moves, adds, and changes to the Servers (and associated licensed software) or other hardware or to the existing cabling infrastructure performed by Orange at the Location, or (ii) Simple MACs that take Orange more than 20 minutes to execute, or require additional equipment. Examples of Complex MACs include (but are not limited to): application installations or deinstallations, hardware configuration changes, or operating system upgrades on the Server.

"Customer Operations Guide" or **"COG"** means a general guide to the Service that describes the Service delivery practices. The Parties will update the COG from time to time on an as-needed basis. The Customer COG will not be considered a part of the Agreement.

"Customized Service Desk" means the Orange customer support center dedicated to Customer, as described otherwise in more detail in the Agreement if Customer has purchased such service.

"Customer Service Manager" or **"CSM"** means the designated English-speaking customer service manager for the Service, who will be available during Business Hours and who will accept Customer's requests and inquiries regarding the Service.

"EOL" or **"End-of-Life"** means hardware or software that the respective OEM (as defined below) has made obsolete and for which the Third Party Supplier no longer makes available technical support, spare parts, or software patches, version updates or fixes.

"Incident" means a fault, failure, or malfunction in the Proper Operational Condition of the Server, which causes or could cause a fault, failure or malfunction in the applications on the Server.

"MACs" means Moves, Adds, and Changes, including all Simple MACs and Complex MACs.

"OEM" means the original manufacturer of the Server.

"Orange Service Desk" means the Orange customer service desk that will provide support to Customer for the Service. If Customer has purchased the Customized Service Desk service from Orange and prefers to use it as the single point of contact for the Service, then the Orange Service Desk means the Customized Service Desk.

"Proper Operational Condition" means for the Servers, the correct operational status of the Server, as defined by the OEM or as otherwise mutually agreed upon by the Parties, which includes the ability of the Server to run its specified operating system software, but not applications software.

"Server(s)" means the server hardware and operating software owned by Customer and located on Customer's premises for which Orange has agreed to provide the Service.

"Service" means the My-site server management services provided by Orange to Customer, as described in this Service Description.

"Simple MACs" means the basic programming changes to the operating software that are performed by Orange remotely and do not require any additional equipment.

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

"Third Party Supplier" means the third party(ies) with whom Customer has written agreements and from whom Customer receives maintenance or support services for the Server under such agreements. Third Party Supplier may include the OEM for the Server.

1.2 Service Overview

The My-Site Server Management Service is a Professional and Integration Service that provides remote management of Customer's Servers (as defined below), including access to the Orange Service Desk (as defined below) and the following services:

- (a) Incident management (remote diagnostics and troubleshooting only) and Server monitoring,
- (b) problem management,
- (c) change management,
- (d) release management,
- (e) service asset and configuration management, and
- (f) reporting.

Subject to additional Charges, Customer may request Orange to provide On-site support for Incident management or change management.

1.3 Customer Requirements

1.3.1 Server Inventory/Site Survey

Prior to the commencement of the Service, Customer will provide Orange with a detailed inventory of the Servers and the description and location of such Servers, including:

- (a) Location address;
- (b) Server make;
- (c) Name, telephone number, email, address and other contact information of Customer's Location representative;
- (d) Server model and serial number;
- (e) Server name;
- (f) Server configuration, operating software, applications, password, and IP address information;
- (g) Server function;
- (h) Overview of the condition of the Servers and history of repair and preventive maintenance relative to such Servers, and
- (i) Site book/ Hand book for all the Locations with Low Level design, as well as any other information reasonably requested by Orange for its provisioning of the Service.

If Customer does not have such information readily available, Customer may request Orange to conduct a site survey to obtain such information. The site survey may be conducted on-site or remotely. Any site survey conducted will be considered outside the scope of the Service and will be subject to charges agreed upon by both Parties, which will be in addition to the Charges for the Service.

1.3.2 Service Transition

Following the receipt by Orange of the Server inventory from Customer or the site survey conducted per Clause 1.3.1 above, and prior to the commencement of the Service, Customer will discuss with Orange in good faith, and the Parties will mutually agree on, a detailed plan for Customer's transition to the Service for all Locations, in an effort to minimize integration and handover downtime. As part of the Service transition plan, Customer will provide to Orange:

- (a) A Letter of Authorization or Authority, or such other written documentation, as required from and executed by the Third Party Suppliers ("**LOA**") that allows Orange to interface with the Third Party Suppliers on Customer's behalf so that Orange may provide the Service, if such interfacing is to be provided by Orange as part of the Service; and
- (b) all information relating to Customer's agreements with any Third Party Supplier that Orange will contact or work with as part of the Service (as described in more detail below). Customer will review the terms of such agreements with Orange and provide any explanation or clarification thereof upon the reasonable request by Orange.

Customer will be solely responsible for executing, complying with, and maintaining its agreements with the Third Party Supplier, including any confidentiality or other legal obligations. Orange will not be considered a party to Customer's agreements with its Third Party Supplier, and Orange will not be liable or responsible for any of the information provided by Customer or the Third Party Supplier. Orange will not perform any analysis or interpretation of Customer's agreements with the Third Party Supplier, but instead will rely on Customer for all information regarding the Third Party Supplier and the services such Third Party Supplier provides. Orange also will not be responsible or liable for any acts or omissions of such Third Party Supplier, including the provision, operation, or any failure of the services from the Third Party Supplier. Customer will defend, indemnify and hold harmless Orange, its Affiliates and their respective officers, directors, employees, agents, Subcontractors, successors and permitted assigns from and against any and all Losses arising out of or relating to the services provided by the Third Party Suppliers. This Clause 1.3.2 will survive the expiration or termination of the Agreement or any other agreement between Orange and Customer for the Professional Services described herein.

1.3.3 Generally

Customer will:

- (a) follow all installation, operation, and maintenance instructions of Orange and the Third Party Supplier;
- (b) provide the proper environment, electrical and telecommunications connections as specified by Orange or the Third Party Supplier, as applicable;
- (c) provide a secure VPN or IPSec connection as specified by Orange (or such other connection mutually agreed upon by the Parties in writing) to all of Customer's Locations and the Servers to enable Orange to perform the Service, including remote access for Servers and any access to Customer's Incident management tools needed by Orange;

- (d) permit Orange to perform SNMP polling traffic through Customer's firewalls, permit Orange to have Remote Console Access to the Servers through Telnet/RDP, provide Orange with Server Administrator privileges, and process interlocks if required by Orange; and
- (e) maintain a backup of, and procedure external to, the software programs(s) and host computer for reconstruction of lost or altered data, programs, applications, files, and software to the extent Customer deems necessary.

Orange will not be responsible for the reconstruction or the cost of lost or altered data, files, or software applications stored on disk files, tapes, memories, etc. lost during the performance of the Service hereunder. Customer will perform such responsibilities at no cost to Orange. Orange shall be excused from any failure to provide any portion of the Service to the extent that such failure arises from Customer's failure to meet the responsibilities set forth in this Clause 1.3.3.

1.4 Orange Service Desk

The Orange Service Desk is the single point of contact for Customer to report an Incident, to request On-site support for Incident management or change management, or to request an update regarding the status and resolution of a reported Incident or the status of a MAC. The Orange Service Desk will:

- (a) receive calls from Customer (whether from Customer's help desk or Users) through an agreed contact method, as set forth in the COG (e.g. telephone, web, fax, or email);
- (b) record the calls received into, and update, the Orange Incident management system(s) (i.e. logging a transaction), provided that Orange may instead record such calls into and update Customer's Incident management system if:
 - (i) the Parties have agreed in writing that Orange will use Customer's system, and
 - (ii) Customer has provided Orange with all necessary access to such system;
- (c) provide regular status updates to Customer;
- (d) contact the originator of the Service request (which may be via email or voicemail) to confirm the completion of the transaction prior to the Orange Service Desk's closure of the transaction;
- (e) manage any escalations in accordance with the COG; and
- (f) close the transaction.

The Orange Service Desk is available 24 hours per day / 7days per week / 365 days per year, and all transactions with the Orange Service Desk will be conducted in English.

1.5 Server Management Service

1.5.1 Incident Management and Server Monitoring

Incident management is initiated through the Orange Service Desk when Customer reports an Incident regarding a Server to the Orange Service Desk or when Orange detects an Incident concerning the Servers through proactive Server monitoring. For Orange to provide proactive monitoring of the Servers, Customer's Servers must be equipped with a remote access technology and be capable of generating remote alarms, so that the Servers can be configured to automatically report any alarms to Orange. Orange will monitor Server availability using an SNMP poll. Three (3) consecutive failures of the SNMP poll will generate an alarm with the Orange Service Desk. Also, as part of the Server monitoring, Orange will capture current CPU utilization, memory utilization and disk utilization using the SNMP poll. If the threshold set for such utilizations is crossed, then an alarm will be generated with the Orange Service Desk. Automatically reported alarms will thereafter be treated in the same way as any Incidents reported by Customer to the Orange Service Desk.

Orange will assign all Incidents a Severity Level to prioritize and establish Service restoration timeframes, as follows (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.

Orange will perform diagnostics and remote troubleshooting in an effort to restore the Server to Proper Operational Condition, including determination of the Incident at the component level when possible, and elimination of operating system software-related Incidents with patches made available by the Third Party Supplier, subject to the terms of Customer's agreement with such Third Party Supplier. Orange will have no responsibility to configure or reconfigure any software except as expressly provided in this Service Description. If Orange is unable to restore the Server to Proper Operational Condition through diagnostics and remote troubleshooting, then Orange will notify Customer thereof. Orange will not provide on-site Incident management support except as otherwise provided in Clause 1.7 (On-Site Support for Incident Management and Change Management), and Orange will not

be responsible for providing any hardware or Spares for the Servers. Either Party may escalate an Incident at any time in accordance with the escalation procedures set forth in the COG.

1.5.2 Problem Management

Orange will participate in technical review meetings with Customer, the frequency and schedule of which will be mutually agreed upon by the Parties. Orange will also provide Customer with a report and analysis of operational issues such as performance metrics, system problems statistics, qualitative actions, and root cause analysis of major Incidents, which may include the following details, among other information:

- (a) number of Incidents reported by a Location during the month;
- (b) priority of the recorded Incidents and the restoration times;
- (c) open trouble tickets; and
- (d) up to 90 days of historical Incident data per Location. In addition, as part of Problem Management, Orange may provide software updates to the Servers remotely in an effort to resolve an Incident detected through Incident Management; any such software updates will be provided by, and subject to the terms of Customer's agreement with, the Third Party Supplier.

1.5.3 Change Management

Customer will submit all requested MACs to the appropriate Orange point of contact as provided in the COG. Orange will provide a change catalogue to Customer upon Customer's request, or Orange will attach the change catalog to the COG, if mutually agreed upon by the Parties. Orange will implement all MACs listed in the change catalog at no additional charge. All MACs that are not listed in the change catalogue are chargeable at the then-current rates provided by Orange in addition to the Charges for the Service.

1.5.4 Release Management

Release management consists of the delivery and implementation of minor software patches and updates provided to Orange by the Third Party Supplier for the Servers, subject to the terms of Customer's agreement with the Third Party Supplier. Software upgrades or any significant software modifications are outside the scope of the Service. Orange will review known solutions made available by the Third Party Supplier for the Servers, install the software updates when and as agreed with Customer, and if necessary, follow the change management procedures and terms for MACs. Notwithstanding anything to the contrary otherwise contained herein, Orange will have no responsibility to provide release management for any software or Servers that is EOL, and all release management activities will be subject to Customer's agreement with the Third Party Supplier.

1.5.5 Service Asset and Configuration Management

Orange will be responsible for maintaining the inventory of the Servers, including the Server hardware and the maintenance provided, and the operating system and applications on, the Servers, as well as any other information mutually agreed upon by the Parties in writing. For anti-virus Servers, Orange will be responsible for ensuring that the most current Anti-virus signatures, data files, and virus definitions are running on such Servers. The scope of the service asset and configuration management service will be mutually agreed upon by the Parties and set forth in the COG.

1.5.6 Reporting

Orange will provide to Customer the reports for the Service specified in the COG, which may include availability, performance, capacity, Incidents and MACs implemented during the applicable reporting period.

1.6 Service Limitations

1.6.1 EOL

When the OEM or Third Party Supplier, as applicable, notifies the marketplace that the software or Server is no longer in production or going to be supported by such OEM or Third Party Supplier, the EOL software or Server will be supported by Orange only on a reasonable efforts basis, and no further EOL software versions will be installed or placed onto the Service unless made available by the OEM or Third Party Supplier. Notwithstanding anything to the contrary contained in this Service Description, Orange will have no responsibility to provide the Service (including Incident Management and release management) for any software or equipment that is EOL.

1.6.2 Equipment Relocation or Modification

Customer will provide Orange with at least five (5) days prior written notice of any intention to relocate the Servers, and Customer will advise Orange promptly of any modification made to any Server covered by the Agreement. If the Server is relocated, Orange may, in its sole discretion, decline to furnish the Service for such relocated Server or increase the charges for the Service. If the Server is modified and Orange charges differently for Service for the modified Server, the charges invoiced by Orange and paid by Customer will be modified accordingly. If any modification to the Server increases

the cost to Orange for testing or repairs, then Orange reserves the right to increase the charge for that Service.

1.7 On-Site Support for Incident Management and Change Management

Upon Customer's request and subject to additional charges, Orange can provide Customer with On-site Support for Incident management and change management. If Orange is unable to restore the Server to Proper Operational Condition through remote diagnostics and troubleshooting as provided in Clause 1.5.1 (Incident Management and Server Monitoring) and on-site intervention is required, if on-site intervention is required to implement a Complex MAC, or if otherwise necessary and requested by Customer, a field engineer will be dispatched to the Location. On-site support may include:

- Coordination of the delivery of hardware Spares with the arrival of the field engineer;
- Coordination of Incident determination through additional remote diagnostics and troubleshooting procedures with the Orange Service Desk and appropriate Customer contact as necessary; and
- Replacing defective parts and field replaceable units with Spares.

Customer is responsible for obtaining and timely providing all Spares. Upon completion of the On-site support services, the field engineer will contact the Orange Service Desk to confirm Incident resolution or implementation of the Complex MAC and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate closure of the Incident or MAC.

However, if Orange reasonably determines that an Incident requires resolution through a Third Party Supplier's incident resolution process or that the Incident needs to be escalated to the Third Party Supplier or other third party for corrective action (e.g. escalation of the Incident to the OEM in case of a design defect in the Server), then Orange will contact such Third Party Supplier or other third party regarding the Incident and provide reasonable assistance thereto for the restoration of the Server to Proper Operational Condition. However, Orange will not be responsible for the acts or omissions of any such Third Party Supplier or other third party.

1.8 Service Term

Notwithstanding anything to the contrary contained in the Agreement, the Service Term of any Order for the Service will be a minimum of thirty-six (36) months.

END OF SERVICE DESCRIPTION FOR MY-SITE SERVER MANAGEMENT SERVICE