



## 1 SERVICE DESCRIPTION FOR NET HOSTING SERVICES

### 1.1 Definitions

All capitalized terms used but not defined herein shall have the meanings set forth in the General Conditions or in the Specific Conditions for Hosting Services.

**"Business Hours"** mean the normal working hours for each day in each country where the Services are provided (except locally observed holidays in such countries).

**"Cabinet"** or **"Rack"** means the powered storage unit in which the Customer's Equipment is placed and is connected to the Site's telecommunications facilities.

**"Commencement Date"** means the target date agreed between the Parties when the Service will commence, as set out in the Order Form for the Service.

**"Charges"** means the prices for the Services outlined in the Charges Schedule.

**"Customer Area"** means the area within the Site that has been allocated for Customer.

**"Equipment"** means the hardware and software provided by Customer that is installed the Cabinets.

**"Fault"** means a fault, failure, or malfunction in the operation of the Site or the hardware and software supplied by the Customer.

**"Fault Call"** means the notification to the GCSC (as hereinafter defined) of a Fault.

**"GCSC"** means the Orange "Global Customer Service Center", which is the operation within Orange that is responsible for managing Fault notification and the provision of technical support.

**"Installation Date"** means the date that Customer's Equipment is installed in the Site and is operational.

**"Normal Business Hours"** or **"NBH"** means the customary hours of operation excluding local Public Holidays in the Site where the services are provided.

**"Order Form"**: means forms completed by Customer and Orange, which will list all Equipment and define all levels of Service at each Site provided under this Agreement. An Order Form will be completed for each Site, and will be signed by duly authorized representatives of Orange and Customer, and made a part of this Agreement.

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

**"Services"** mean the Net Hosting Services, as described in this Service Description.

**"Service Levels"** means the stated parameters that Orange is required to achieve in the provision of the Services.

**"Site"** means the Orange hosting facility or facilities identified below. If this Agreement relates to more than one Site, then the term "Site" will refer to each Site individually and collectively.

**"Specific Conditions"** means the Specific Terms and Conditions for Hosting Services.

**"Telco"** means an entity authorized to own, lease, and operate telecommunications circuits.

**"Telecommunications Equipment"** means the Telco- or customer-provided line termination equipment to the Telco facilities. This may include modems, terminal adapters, CSU/DSUs and LTUs.

### 1.2 Services and Customer Equipment

Subject to the terms and conditions of this Agreement, during the term of this Agreement:

- 1.2.1 **Services.** Orange will provide to Customer the services described in any Order Form, attached hereto, and as modified by any Service Change Forms. If more than one Site is identified above, Orange will provide the Services at the Site as specified in the applicable Order Form for that Site location.

- 1.2.1.1 **Customer Equipment.** Customer must maintain, during the Term of the Agreement, all licenses required by local authorities to install, maintain, use, operate, monitor, repair, and replace the Equipment installed in the Customer Area set out in the Order Form. Customer may not use the Customer Area for any other purpose. Customer is not granted, and specifically disclaims, any possessory, leasehold, or other real property interest in the Customer Area, the Site, or any other portion of the building or project in which the Site is located. Without limiting the foregoing, Customer has no rights whatsoever under the Orange lease for the Site.

- 1.2.2 **Customer Area.** Orange will not relocate the Customer Area without at least thirty (30) days prior written notice to Customer and Customer's prior approval of the relocation, which will not be unreasonably withheld or delayed.

- 1.2.3 **Service Change Forms.** Orange and Customer may, at any time and from time to time after the date of this Agreement, agree to execute one or more modifications to the Order Forms. Any services identified in such Service Change Forms will modify the Services provided by Orange under this

Agreement, and will become a part hereof. Notwithstanding the foregoing, Customer may, from time to time, informally request modifications to Services. Each such informal request will be made in writing and signed by the Customer and any such modification made by Orange will be incorporated into this Agreement and become a part hereof. In the event of any discrepancies between the terms and conditions of this Agreement and the terms and conditions of any Service Change Form, the terms and conditions of this Agreement will control, unless the Service Change Form expressly states otherwise. Nothing in this Clause or any other provision of this Agreement will obligate Orange or Customer to agree to any Service Change Form or to any informal request. Each party will have the absolute right to refuse any proposal to modify the terms of this Agreement, as they exist now or at any future time.

### 1.3 Fees and Billing

- 1.3.1 **Installation Fees.** Orange will invoice Customer for all installation fees specified in Order Form as of the Installation Date, or fifteen (15) days after any Customer Equipment has been placed within the Site, whichever date is earlier. Customer will pay all installation fees identified in any Service Change Form within thirty (30) days of the date of invoice therefore or as otherwise agreed in such Service Change Form.
- 1.3.2 **Usage Fees.** Orange will invoice Customer for recurring fees for Services at a Site from and after the earlier to occur of (i) the "Installation Date"; regardless of whether Customer has commenced use of the Services, and (ii) the date the Customer Equipment is placed in the Customer Area. If Customer's Equipment has not been delivered to Orange for installation in the Customer Area by the date specified on the Order Form, Orange reserves the right to commence invoicing for recurring fees as of the expected service Commencement Date specified on the Order Form. If any Service Change Form specifies additional Services, Customer will pay for such additional services from and after the date Orange first provides such additional Services to Customer or as otherwise agreed in such Service Change Form.
- 1.3.3 **False Alarms, No Service Required.** If Orange is requested to provide Services or access to the Site after Normal Business Hours, and the failure was non-Equipment related, or no Service was required, or could not be performed due to reasons beyond the control of Orange, Customer will be charged for the time spent and expenses incurred on a portal to portal basis, at the Orange current Hourly Labor Rates then in effect.
- 1.3.4 **Customer's Costs.** Orange will be responsible only for those costs incurred by Orange to provide the Services pursuant to this Agreement. Customer agrees that it will be solely responsible for all other costs and expenses that it incurs in connection with this Agreement and the Customer Equipment.
- 1.3.5 **Holding Over.** Upon expiration of this Agreement, Customer will have up to ninety (90) days to remove all of its Equipment from the Site and will return to Orange any equipment belonging to Orange. In the event of expiration of this Agreement, Customer will provide written notice at least thirty (30) days prior to the expiration date to Orange of its intent to require additional time to remove Customer Equipment from the Site. Upon such prior written notice, Orange will provide Customer with an additional ninety (90) days to remove the Customer Equipment from the Site ("Holdover Period"). Customer will pay in full the monthly recurring fees applicable for all Services for the Holdover Period, regardless of whether Customer actually utilizes the entire Holdover Period to remove Customer Equipment. During the Holdover Period, the fees for Services will increase by ten (10%) percent over the then current fees. To the extent that the Customer uses any subsequent 90-day Holdover Period, Customer will provide Orange with the thirty (30) days written notice of the need for additional Holdover Periods. During the Holdover Period, this Agreement will remain in full force and effect, as if not expired. Upon termination of this Agreement, Customer will immediately remove all of Customer's Property from the Site and will return to Orange any equipment belonging to Orange.

### 1.4 Net Hosting Service Description

- 1.4.1 **Hosting Service.** Orange will provide an environmentally controlled facility to house Customer's Equipment, which will include:
- Raised floor;
  - HVAC;
  - Uninterruptible Power Supply (UPS) with battery storage capacity for fifteen (15) minute backup;
  - Individual power feeds to the cabinets at the power cycle, appropriate for that Site, protected by a power circuit trip fuse (per cabinet);
  - Organized and protected distribution panel for the Telecom Lines.
- 1.4.2 **Equipment Set-Up at Sites.** Unless otherwise requested by Customer, Orange will only be responsible for setting up the cabinet(s) in the Customer Space and making them available to Customer for installation of the Equipment.
- 1.4.3 **Optional Equipment Installation at Sites.** Customer may request that Orange, for an additional Charge, install Customer's Equipment at the Site. Prior to beginning any installation work at the Site,

Orange will submit an estimate of the installation cost to Customer. Orange will not initiate the installation unless and until Customer has agreed to the cost estimate.

1.4.3.1 **Orange Responsibilities for Optional Customer Equipment Installation.** Orange will:

- Unpack, inventory, and perform the activities to install the Customer Equipment into the Cabinets;
- Interconnect the Customer Equipment to the existing telecommunications equipment and the demarcation, test all Customer Equipment and provide the Customer Program Manager with the test results, and initiate turn-up using information obtained from the Installation Documentation;
- Notify the Customer immediately in the event any problems occur during installation which adversely affect the installation process;
- Commence First Level Maintenance Services as of the date in which the installation was completed.

1.4.3.2 **Customer Responsibilities for Optional Customer Equipment Installation.** Customer will:

- Provide fifteen (15) Business Days prior written notice for all installation requirements;
- Notify Orange if any of Customer timeframes for installation and support have changed from the information contained in the Order Form provided to Orange;
- In the event Customer cancels an installation after the Equipment have been delivered to the Site, Customer will promptly advise Orange of the redeployment of the Customer Equipment for a different installation or if the Customer Equipment should be returned to Customer. Customer will pay all actual shipping costs plus a handling charge of five (5)% to Orange;
- In the event of an out-of-box failure during the installation process, Customer will promptly provide replacement units, or will be responsible to ensure that the equipment manufacture will promptly provide the necessary replacement units. Upon receipt of the replacement units, Orange will complete the installation process.

1.4.4 **First Level Maintenance Services.** Orange will provide First Level maintenance services at the Site with Coverage and Response Times defined in the Order Forms. Upon receipt of a fault call from Customer, Orange will provide First Level Maintenance Services, which include:

- Physical investigation of incidents occurring on any of the Customer Equipment to identify the source of Faults and assist in their correction;
- Correction of Faults will either by the replacement of the whole unit or of cards, modules, sub-assemblies or other defective parts as appropriate with Customer provided Spares.
- Prompt confirmation by Orange to Customer that the Customer Equipment has been restored to Proper Operational Condition
- Return of Faulty Customer Equipment removed by Orange to the Customer for repair.
- Customer will ensure that any Spares used to replace Faulty Equipment will be replaced with an operational Spare as soon as possible.
- Orange will maintain an up-to-date and complete record for all fault calls on the Site that are reported to Orange.

Under this Agreement, Orange will not be responsible to provide First Level Maintenance Services for the Telecommunications Equipment.

1.4.5 **Coverage at Sites.** Coverage will be provided during Normal Business Hours for each Site, which will be noted in each Order Form. Subject to prior agreement between the Parties, Orange may extend the provide coverage beyond the stated Business Hours and Business Days ("Extended Coverage").

1.4.6 **Limitation of Services.** Orange will be under no obligation to furnish Services:

- If Customer is not licensed to provide its services or operate its Equipment in the jurisdiction where the Site is located;
- If a Force Majeure event occurs;
- If there are malfunctions caused by adjustments and repairs made the Customer's Equipment by Customer or its agents;
- If there is virus-related damage;
- With regard to First Level Maintenance, for equipment not included in the definition of the Equipment, or listed in the relevant Order Form;
- For any electrical connection or ancillary device installed without the approval of Orange;
- For Equipment damaged during transport, delivery or installation by non-Orange personnel;
- In the event of Equipment failures due to faulty design or software failure.

Orange may perform interventions and repairs rendered necessary by the above causes, at the Customer's request, at the Orange then-current local hourly time and materials rates.

Services herein do not include:

- The provision of operating supplies or accessories,
- Electrical work external to the Equipment;
- Replacement of magnetic media such as disk packs or magnetic tapes;
- Maintenance of attachments or other devices not furnished, or made subject to this Agreement, by Orange;
- Correction of software databases, and/or programming errors or any errors or damages caused by or arising out of input or in the non-negligent performance of Services.

Orange is not responsible for any instabilities in the operation of the Equipment which are caused by or related to the use of certain software, including, without limitation, any proprietary software, and/or hardware and combinations of hardware and software. Upon notification by Customer to Orange that the fault is software related, the Customer will have the sole responsibility to take the necessary steps to correct such software related fault and will relieve Orange of any further responsibilities regarding such fault.

#### 1.4.7 Other Products and Services

1.4.7.1 **Maintenance of Termination Equipment.** If requested by Customer, Orange will also provide maintenance for an additional charge, services for the termination equipment at a Site. Such Services include the provision of maintenance of the associated Telecom Line termination equipment, including modems, network terminating units, and signaling converters on a time and materials basis.

1.4.7.2 **Technical Support Services.** Orange offers, for an additional charge, a variety of additional services available to Customer, upon approved request, if pre-identified in writing by Customer.

1.4.7.3 **Equipment.** To the extent Customer is purchasing "**Equipment**" from Orange, the Equipment is provided to Customer under the following additional terms and conditions:

- The Equipment is provided to the Customer "as is". To the extent the manufacturer provides a warranty or warranties on the Equipment and to the extent such warranties follow the Equipment, the Customer will be considered the record owner of the Equipment for purposes of such warranty or warranties.
- Although Orange is available and will use commercially reasonable efforts to facilitate any communications between manufacturer and Customer regarding the Equipment, including without limitation warranties and technical support, Customer's only recourse for warranty issues, technical support, and other remedies lies with manufacturer of the equipment.
- Risk of loss to the Equipment passes to the Customer upon delivery to the Customer of the Equipment. Until Orange receives full payment for the Equipment, the Customer agrees to execute promptly and timely a security agreement and a UCC-1 financing statement, if requested by Orange, to grant to Orange a continuing first priority security interest in the Equipment. Upon the receipt by Orange of full payment for Equipment, full title will pass to the Customer for the Equipment and any security interest obtained by Orange under this Clause will be discontinued, unless the security interest has been obtained pursuant to another Clause of this Agreement.

#### 1.5 Customer's Responsibilities and Obligations

1.5.1 **Access and Work Performed by Customer at the Site.** Customer shall provide Orange with the names of Customer personnel or Customer's subcontractors performing work on Orange premises and such personnel shall be accompanied by Orange personnel at all times while on-site at the Orange premises.

Customer shall give reasonable prior notice to Orange of its intention to carry out such work, including scheduled start date and duration. For scheduled installation work, a minimum of two working days' notice is required. Customer shall maintain, at its own expense, insurance for any work performed by Customer at the Site. Such insurance shall cover Workers' Compensation and General Liability Insurance. This policy will cover all of Customer's employees and agents while engaged in Customer's business and while present at the Site. Upon request of Orange, the Customer shall provide a certificate of such insurance upon execution of this Agreement.

Upon completion of any work performed by Customer's Personnel at the Site on Equipment receiving First Level Maintenance by Orange, Customer will certify to Orange that such Equipment operates in accordance with Customer's specifications. If Customer is unable to certify such Equipment, any Services subsequently provided on such Equipment by Orange will be deemed Supplemental Services (which will be charged in accordance with the hourly labor rates set forth in Exhibit A, based upon duration of Customer's visit to the Site, or a minimum of three (3) hours, whichever is greater), until such time as Customer is able to certify the operability of the Equipment.

For sites where 24x7 Support Services is not purchased, access to a Site outside of Normal Business Hours will be charged in accordance with the hourly labor rates set forth in Exhibit A, based upon duration of Customer's visit to the Site, or a minimum of three (3) hours, whichever is greater.

For sites where 24x7 Support Service is purchased, access to a Site outside of Normal Business Hours for Emergency Maintenance purposes only will be provided at no additional charge.

Notwithstanding contracted hours of cover for Support Services, In all instances access to a Site outside of Normal Business Hours for installation purposes will be charged in accordance with the hourly labor rates set forth in Exhibit A, based upon duration of Customer's visit to the Site, or a minimum of three (3) hours, whichever is greater.

- 1.5.2 **Information.** Customer will provide Orange with all necessary information requested for the performance of Services without undue delay.
- 1.5.3 **Software Related Faults.** In order to reduce downtime in the event of problems non-detectable by diagnostics, Customer will provide operational and/or software assistance to Orange, free of charge, which will consist of telephone support and escalation to the appropriate Customer representatives.

#### EXHIBIT A NET HOSTING SERVICES - SERVICES PROVIDED & FEE SCHEDULE

The following information and specific terms and conditions are applicable to Services, in addition to the terms and conditions of the Agreement, whether identified in this Exhibit A, or any Service Change Form pursuant to the terms of the Agreement.

Recurring Charges - Base Price	U.S. Dollars per Month
Net Hosting	
▪ 10U Quarter Cabinet(s)	
▪ 20U Half Cabinet(s)	
▪ 40U Full Cabinet(s)	
First Level Maintenance	
▪ 4 Hour Response, NBH Only (standard)	Included within standard fees
▪ 4 Hour Response, 7 x 24 (where available)	
▪ 2 Hour Response NBH, 4 Hour Response out-of-hours (where available)	
▪ ½ Hour Response NBH, 4 Hour Response out-of-hours (where available)	
▪ ½ Hour Response NBH, 2 Hour Response out-of-hours (where available)	
Power Consumption	
▪ < 2kVA	Included within standard fees
▪ >2kVA	
Non-Recurring Charges	
▪ Installation of Customer Equipment	
▪ Line ordering, per order	
Project Non-Recurring Charges	
▪ Project Management	
Notes:	
▪ All prices are based on a three contract and are subject to space availability.	
▪ All prices are valid for a period of one year from date of execution of this Agreement.	
▪ Prices stated are for standard requirements only. All other requirements will be provided on a per Quote basis only.	

#### END OF SERVICE DESCRIPTION FOR NET HOSTING SERVICES