



1 SERVICE DESCRIPTION FOR SERVICE SELECT – SERVICE DELIVERY

1.1 Definitions

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

"**Chronic Incident**" will have the meaning provided in the Service Description for Service Select – Service Support, which is attached to this Agreement.

"**Guaranteed Time To Repair**" or "**GTTR**" will have the meaning ascribed to it in the SLA for the Supported Service, if a GTTR Service Level applies to the Supported Service.

"**Incident**" will have the meaning provided in the Service Description for Service Select – Service Support.

"**Incident Report**" will have the meaning provided in the Service Description for Service Select – Service Support.

"**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.

"**Service Delivery**" means the Service Select – Service Delivery service described in this Service Description.

"**Service Improvement Program**" or "**SIP**" means the program initiated by the CSM (as defined in Clause 1.4.1 below) when either Customer or Orange raises specific issues regarding the Orange performance for a Supported Service receiving Extended Service Delivery being below the applicable Service Levels, which program may include actions to be performed by the Parties, completion dates of milestones, and the target completion date for the SIP, among other information. The scope of the SIP will be mutually agreed upon by the Parties.

"**Severity Level**" will have the meaning provided in the Service Description for Service Select – Service Support. A Severity Level may also be referred to as an "**Incident Priority**".

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

"**Supported Service**" means the Orange Service for which Orange agrees to provide Service Delivery, which will be described in a separate Service Description attached to this Agreement.

1.2 Service Delivery Overview

1.2.1 **Scope of Service.** Service Delivery includes the Service Level Management, Availability Management, and Capacity Management services described below. Orange will identify and may modify from time to time the Supported Services for which it will provide Standard Service Delivery. Except as otherwise expressly provided herein, Orange will provide either Standard or Extended Service Delivery, as identified in the relevant Order, for the following Supported Services:

Network Services:

- ATM (with Tail Circuit access only).
- Business Everywhere.
- Frame Relay (with Tail Circuit access only).
- International Ethernet Link*.
- Internet Direct (Managed and Unmanaged) (with Tail Circuit access only).
- IP VPN (with Tail Circuit access, Select DSL access, or Premier DSL access only).
- IP VPN Lite Service Types (with Tail Circuit access only).
- Business VPN (Corporate or Small).
- Business VPN Corporate Lite (with Tail Circuit access only).
- LAN Access (with Tail Circuit or IP VPN access only).
- Managed Ethernet Link for IP VPN.
- Network Boost**.
- Satellite Services (Dedicated, Corporate** and Shared***).

* To receive Extended Service Delivery for International Ethernet Link, Customer also must receive Service Select - Extended Service Support.

** Extended Service Delivery is mandatory for Corporate Satellite Services and Network Boost.

*** For Shared Satellite Services, Standard Service Delivery is required.

Integration Services:

- Maintenance.
- Enterprise Application Management – Riverbed® Services.
- Enterprise Telephony.
- Open Videopresence Flexible Premium.
- Open Videopresence Management.

Voice Services:

- Business Talk (with Tail Circuit, Switched, or IP VPN access only).
- Contact Center.

1.2.2 **Service Conditions and Exclusions.** Orange will provide Service Delivery subject to the following conditions and exclusions:

- Service Delivery will be provided only for those portions of Customer's network that are provided as part of the Orange Supported Services listed in Clause 1.2.1 above.
- The same level of Service Delivery (Standard or Extended) will be provided at all Customer Locations within the same product family of Supported Services (e.g. Network Services, Integration Services, or Voice Services, as identified in Clause 1.2.1 above).

1.2.3 **Service Availability, Acceptance Testing and Deployment.** Service Delivery (Standard or Extended) is activated after the Supported Service is implemented: (a) at the first Location for Voice and Network Services (excluding Business Everywhere) Services, (b) for the first User for Business Everywhere, and (c) for the first unit of Equipment for Maintenance Services. The Locations, Users, and Equipment will be supported by Service Delivery until all of the Supported Services have been disconnected from the Orange Network or Orange Voice Network or until all Equipment is no longer covered by the Maintenance Services. There are no Acceptance Tests for Service Delivery other than the Acceptance Tests for the Supported Service.

1.2.4 **Service Support Upgrade.** For the Supported Services (excluding the Satellite and Network Boost Services) identified in Clause 1.2.1 above, Customer may upgrade from Standard Service Delivery to Extended Service Delivery at any time during the Service Term of the Supported Service. An upgrade to Extended Service Delivery will apply to all of Customer's Locations, Users and Equipment (as applicable) for the same product family of Supported Services (e.g. Network, Integration or Voice Services), as individual Supported Services and Location, User and Equipment upgrades are not offered. The Charges for the Extended Service Delivery and the lead-time for the upgrade will be confirmed to Customer on Orders.

1.2.5 **Service Levels for Supported Services.** Notwithstanding anything to the contrary contained in this Agreement, any credits or other financial remedies set forth in an SLA for a Supported Service (other than the IP VPN Silver Lite Service Type or Business VPN Corporate Lite) will apply only if Customer receives Extended Service Delivery for that Supported Service; Customer will not be entitled to receive any credits or other financial remedies set forth in an SLA for a Supported Service (other than the IP VPN Silver Lite Service Type or Business VPN Corporate Lite) if Customer receives Standard Service Delivery for that Supported Service.

1.2.6 **MSS.** With Standard Service Delivery, Customer will receive access to the MSS.

1.3 Description of Standard Service Delivery

1.3.1 **Service Level Management.** In cases where the Orange performance is below the applicable Service Level Objectives, the Customer Account Manager will discuss improvement plans with the appropriate Orange department(s) and Customer and will manage any such plans that are implemented, as agreed upon by the Parties.

1.3.2 **Availability Management.** Customer may access performance reports for the Supported Services made available through MSS.

1.3.3 **Capacity Management.** Customer may review technical indicators and capacity reports for the relevant Supported Services made available through MSS.

1.4 Description of Extended Service Delivery

1.4.1 **CSM.** For Extended Service Delivery, Customer will receive support from a designated English-speaking Customer Service Manager ("CSM"), who will be available during Business Hours. The CSM will proactively manage operational performance within Orange on Customer's behalf and work with the Orange internal operations groups to maintain or improve performance of Customer's Supported Services as needed. The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the Supported Services, 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.

1.4.2 **Scope of Service.** Extended Service Delivery offers the features and additional services described in this Clause 1.4.2 in addition to those detailed in Clause 1.3 above for Standard Service Delivery.

1.4.2.1 **Service Level Management**

(a) **SLAs for Supported Services.** With Extended Service Delivery, Customer also will receive the credits and other remedies set forth in SLAs for the Supported Services. Any GTTR Service Level set forth in an SLA for a Supported Service will only apply if Customer receives Extended Service Delivery and Service Select – Extended Service Support.

(b) **SIPs.** 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 the Supported Services. 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:

- (1) The GTTR Service Level was not met;
- (2) An Incident was assigned a Severity Level 1 or 2, and the actual time to repair (a) for a Severity Level 1 Incident was more than 6 hours; or (b) for a Severity Level 2 Incident was more than 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 the relevant Supported Services for the following 3 months.

(c) **Reporting and Customer Meeting.** The CSM will prepare and deliver a report (the "**CSM Monthly Report**") for the Supported Services (excluding Maintenance Services, except as expressly provided below) receiving Extended Service Delivery 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; Orange will address the key Service Level indicators and the Orange performance against the applicable Service Levels for Maintenance Services subject to an additional Charge. Operational Highlights also documents any upgrade recommendations for the applicable Network Supported Services that result from chronic violations of the Orange engineering rules, which may adversely impact the ability by Orange to meet the applicable Service Levels. In addition, Operational Highlights will document any upgrade or change recommendations of the CSM pursuant to Clause 1.4.2.3 (Capacity Management) of this Service Description.

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. Upon Customer's request and subject to an additional Charge, the CSM will contact Customer up to 3 times each month to provide updates for the Satellite Services only.

Upon Customer's request and subject to additional Charges, Customer may receive the following additional reports for Supported Services receiving both Extended Service Delivery and Service Select – Extended Service Support:

- (d) Real-time reporting on router and path performance for the following Supported Services through MSS: IP VPN or Business VPN Corporate (Tail Circuit access and Premier DSL access only) and Internet Direct (Managed).
- (e) MACD reporting for Maintenance Services.
- (f) Enhanced Reporting for Maintenance Services, which tracks and reports on Customer inventory, entitlement, and service performance. If Customer receives Enhance Reporting, then Customer also may elect to receive additional optional reports made available by Orange for its Maintenance Services (e.g. Proactive Asset Tracking, etc.), subject to additional Charges.

- 1.4.2.2 **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 Supported Services.
- 1.4.2.3 **Capacity Management.** The CSM will review service performance trends, including certain technical indicators for the relevant Supported Services (as determined by Orange), as well as Customer's forecasts on a monthly basis and will document in the CSM Monthly Report any upgrade or change that may be recommended based on such review.
- 1.4.3 **Customer Transition Support.** Upon Customer's request and subject to an additional Charge, Orange will train local Customer contacts on the Orange support processes (e.g. for Incident Management, etc.) and analyze Customer's operations and best practices to transition the support to Orange. To receive the Customer Transition Support, Customer must also receive the Service Select - Extended Service Support.

1.5 Charges

Standard Service Delivery is provided at no additional Charge. A monthly recurring Charge for each Location will apply for Extended Service Delivery, which will be set forth in the Charges Schedule, and additional Charges will apply for any additional reporting options, Customer Transition Support, or other chargeable options ordered by Customer. Separate Charges will apply to the Supported Services, Service Select - Service Support, and any other Services provided by Orange.

END OF SERVICE DESCRIPTION FOR SERVICE SELECT – SERVICE DELIVERY