



## 1 SERVICE DESCRIPTION FOR SERVICE SELECT – SERVICE SUPPORT

### 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.

**"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 Supported Service parameter or feature that does not affect the monthly recurring Charge otherwise applicable to the Supported Service.

**"Change Catalog"** means the Orange schedule of the Changes that may be provided as part of Service Support, 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 will 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 Supported Service Location and same connection, including Severity Level 1 Incident Reports opened by Orange with a Mean Time To Repair of more than 20 minutes, but excluding all other Incident Reports opened by Orange.

**"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"** means a failure or malfunction within Customer's Supported Service. Incidents do not include Service unavailability during Scheduled Maintenance (as defined in the SLA for the Supported Service).

**"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 e-mail 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 Orange 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 the Supported Service that forwards data packets between networks.

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

**"Service Desk"** means the Orange Global Customer Support Centers.

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

**"Severity Level"** means the amount of impact an Incident has on the operation of Customer's Supported Service, as described in Clause 1.3.1.2 (Incident Report Severity) below. The Severity Level may also be referred to as the "Incident Priority".

**"Supported Service"** means the Orange Service for which Orange agrees to provide Service Support, 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 Support includes the Incident Management, Problem Management, Configuration Management, and Change and Release Management services described below. Orange will identify and may modify from time to time the Supported Services for which it will provide Standard Service Support. Orange will provide either Standard or Extended Service Support, 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).
- 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).
- International Ethernet Link.
- Network Boost.
- Satellite Services (Dedicated, Corporate, and Shared).

**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 Support subject to the following conditions and exclusions:

- Extended Service Support will be provided only for those Supported Services that also receive the Extended Service Select - Service Delivery Service.
- Service Support will be provided only for those portions of Customer's network that are provided as part of the Orange Supported Services in accordance with Clause 1.2.1 above.
- The same level of Service Support (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 Support (Standard or Extended) is activated after the Supported Service is implemented: (a) at the first Location for Voice and Network Services (excluding Business Everywhere); (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 Support 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 Support other than the Acceptance Tests for the Supported Service.

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

### 1.3 Description of Standard Service Support

#### 1.3.1 Incident Management

1.3.1.1 **Opening an Incident Report.** Customer may report an Incident to the Service Desk by opening an Incident Report online using MSS; provided that for Maintenance Services, Customer will report Incidents to the Orange Global Technical Support Team (GTS). If MSS is unavailable or if Customer requires support in a language other than English, then Customer may report an Incident by calling the Service Desk.

1.3.1.2 **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	Outage Type
1	Outage of Service
2	Degradation of Service
3	Service Affected Intermittently
5	Service Not Affected / Chronic Fault

\*Note: There is no Severity Level 4.

1.3.1.3 **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 targets a 4-hour average for dispatch and arrival on-site by its field engineers, although the actual time it takes to arrive on-site will depend on several factors, including the proximity of the affected Location to an Orange service center, the time of day in which the Incident occurred and was reported to Orange, the type of Incident and the assigned Severity Level. Upon arrival at the Location, the field engineer will use commercially reasonable efforts to restore the Supported Service to proper operational condition as soon as practicable. Orange typically targets an average restore time of 4-hours after arrival on-site for a Severity Level 1 Incident, although the actual time required to restore the Service will depend on several factors, including the field engineer's ability to access the Location and affected CPE, the type of Incident, the assigned Severity Level and availability of necessary Customer or third party personnel, such as TO personnel. The on-site support targets provided in this Clause 1.3.1.3 for the average time-to-arrive at the Location and time-to-restore an Incident are objectives only and will not affect any GTTR Service Level that may otherwise be provided in an SLA for a Supported Service.

1.3.1.4 **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.

1.3.1.5 **Escalation.** By adding a note to an Incident Report using MSS, Customer may request that an Incident Report be escalated at any time if there are concerns regarding the quality of the Service Support provided the method in which an open Incident Report is progressing or the impact to Customer's business operations. Customer's note to the Incident Report will generate a notification to the Incident Owner.

1.3.1.6 **Internal Escalation Procedure.** 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. Orange will provide the applicable escalation guidelines for the relevant Supported Service(s) upon Customer's request.

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.

1.3.1.7 **Standard Service Support Service Levels.** There are no Service Levels associated with Standard Support Service, and Customer will not receive any remedies that may otherwise be provided in any SLA attached to this Agreement for a Supported Service.

1.3.1.8 **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.

1.3.2 **Problem Management.** Upon Customer's request, the Service Desk will investigate and perform a root cause analysis for Chronic Incidents at the Locations receiving the Supported Services that are identified by Customer.

1.3.3 **Configuration Management.** Orange will document and make available to Customer through MSS the then-current configuration data for the Orange-managed portions of the Supported Services provided to Customer.

1.3.4 **Change Management**

1.3.4.1 Upon Customer's request pursuant to Clause 1.3.4.3 below, Orange will implement Changes as identified in the Change Catalog. All Changes (e.g. no impact, little impact, clear impact, or significant impact), regardless of the applicable lead-time (e.g. urgent, expedite, express or standard), are chargeable.

- 1.3.4.2 Except for the IP VPN Silver Lite Service Type or Business VPN Corporate Lite, Orange will implement Changes only on Orange-managed equipment. Changes required on Customer-managed equipment (other than the Changes identified in the Change Catalog or Charges Schedule for the IP VPN Silver Lite Service Type or Business VPN Corporate Lite) 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 or Orange Voice Network or the Equipment.
- 1.3.4.3 For Network and Voice Services, Customer will request all Changes, other than urgent Changes, for the Supported Services via email addressed to the Customer Account Manager, and 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 ("ORF"), which Orange will provide to Customer upon request. Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts.
- (a) For Changes identified by Orange as "no impact" or "little impact", Customer will identify in the ORF submitted for such Change one of the following lead times to apply to the implementation by Orange of the Change:
- Urgent (3 hours)
  - Expedite (1 Business Day)
  - Express (3 Business Days)
  - Standard (7 Business Days)
- Subject to Clause 1.3.4.4 below, the lead time applicable to the requested Change will commence when the Orange Customer Account Manager notifies Customer in writing (which may include email) of the acceptance by Orange of the Customer's submitted ORF. Orange will implement the Change no later than the expiration of the applicable lead-time.
- For any requested Expedited Changes, Customer must identify in the ORF the specific time of day that the lead-time is to start.
- (b) For Changes identified by Orange as "clear impact" or "significant impact", Customer will identify in the ORF submitted for such Change a proposed "Maintenance Window" (in GMT) during which Customer requests Orange to implement the Change; the proposed Maintenance Window must be a minimum of 2 hours. If Orange notifies Customer in writing that Orange has accepted Customer's requested Change per the submitted ORF, then the Parties will work together in good faith and mutually agree on the actual Maintenance Window during which Orange will implement the Change. In no event will any Maintenance Window commence any earlier than the (i) 4th Business Day from the date on which Orange notifies Customer of its acceptance for any "clear impact" Changes, or (ii) the 6th Business Day from the date on which Orange notifies Customer of its acceptance for any "significant impact" Changes.
- 1.3.4.4 If Orange objects to or cannot comply with any requested lead time on Customer's ORF for any reason, or if Customer does not identify a lead time or Maintenance Window, as applicable, on the ORF, then Orange will reasonably determine the applicable lead time or Maintenance Window based on the nature of Customer's requested Change and will advise Customer of such, subject to Clause 1.3.4.3(b) above.
- For Supported Services other than Network and Voice Services, Orange will advise Customer of the target lead time at the time of the Change request.
- 1.3.4.5 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.
- 1.3.4.6 Notwithstanding anything to the contrary otherwise contained in this Service Description, all Changes for Maintenance Services will be provided in accordance with the provisions regarding, and at the Charges for, Moves, Adds, and Changes in the Service Description for the Maintenance Services attached to this Agreement.

#### 1.4 Description of Extended Service Support

- 1.4.1 **Customer Helpdesk Requirement.** To receive Extended Service Support, Customer's helpdesk must be available 24 hours a day, 7 days a week for reporting Incidents to Orange.
- 1.4.2 **Scope of Service.** Extended Service Support offers the features described in this Clause 1.4.2 in addition to those detailed in Clause 1.3 above for Standard Service Support.
- 1.4.2.1 **Incident Management**
- (a) For all Supported Services other than Maintenance Services, Customer will have access to an Extended Service Desk (ESD) that will provide technical support (in English only) for Incidents. Customer may call the ESD directly using the PIN code provided by Orange to report an Incident, or Customer may report Incidents to the ESD via MSS. If Customer reports an Incident for a service other than a Supported Service for which Customer receives Extended Service Support, then the ESD will contact the Service Desk, which will address the Incident. The ESD will analyze

and diagnose Incidents for Supported Services or contact the appropriate internal groups within Orange to perform such analysis and diagnosis and retain ownership of the Incident Report until the Incident is resolved. The ESD will update Customer regarding open Incident Reports via MSS or by telephone at pre-defined intervals based on the applicable Severity Level. Customer may contact the ESD to escalate Incidents if there are concerns regarding the quality of the Service Support provided, the method in which an open Incident Report is progressing or the impact to Customer's business operations.

- (b) Any GTTR Service Level set forth in an SLA for a Supported Service will apply only if Customer receives both the Extended Service Support and Extended Service Delivery Service. If any such GTTR Service Level applies to the Supported Services, Orange will use its internal escalation guidelines for THE Locations with GTTR Service Levels, which Orange will provide to Customer upon request.

1.4.2.2 **Problem Management.** The ESD will identify, investigate, troubleshoot, and resolve Chronic Incidents at Locations receiving Network Supported Services. Problem Management can reduce repetitive Incidents by examining recurring trends and identifying root causes of Chronic Incidents. Chronic Incident Reports are managed using the same Incident Report management process described in Clauses 1.3.1.1 through 1.3.1.3 above.

1.4.2.3 **Configuration Management.** The CSM (as described in the Service Description for Service Delivery) will provide to Customer the Customer Operations Guide (COG), which will include additional details regarding the Extended Service Support with contact and technical support information. The CSM will be responsible for maintaining and updating the COG as appropriate. In the event of any conflict between the terms of this Agreement and the provisions of the COG, the terms of this Agreement will control.

1.4.2.4 **Change and Release Management**

- (a) **Change Discount.** In addition to the monthly recurring Charges for Extended Service Support, all Changes are chargeable 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. . Customer will receive a specified discount on the Charges applicable to the Changes requested; any such discount provided will not apply to "significant impact" Changes.
- (b) **CSM.** Customer will request all Changes other than urgent Changes for the Network Supported Services to the CSM by email, and the CSM will be Customer's single point of contact for all such Change requests.
- (c) **VPN Owner.** For IP VPN Service with Premier DSL Access or Business VPN Corporate Supported Service, Orange will provide a VPN Owner for both the IP VPN or Business VPN and DSL Access Services in addition to the CSM. For IP VPN Service with Select DSL Access or Business VPN Small Supported Service, if Customer receives a VPN Owner for the IP VPN or Business VPN Corporate Service, then Orange will provide the VPN Owner in addition to the CSM for the Select DSL Access Service or Business VPN Small only upon the Customer's request. In order for Orange to provide the VPN Owner, Customer must receive Extended Service Delivery and Extended Service Support for the relevant Supported Service(s). The VPN Owner is subject to additional Charges and will be available during Business Hours. The VPN Owner will be Customer's primary point of contact for, and will proactively manage, the Change Management services. The VPN Owner also will:
  - (i) monitor implementation of the Changes for adverse effects such Changes may have on the integrity of Customer's VPN;
  - (ii) conduct a bi-annual Customer VPN audit, which may include information regarding security violations, redundancy configuration and testing, network diagrams;
  - (iii) conduct quarterly non-disruptive mission critical site (MCS) testing (i.e. configuration checks) for Customer's VPN;
  - (iv) participate in the monthly Customer meeting described in the Service Description for Service Delivery, where the VPN Owner may present a report regarding the bi-annual audit and quarterly MCS testing;
  - (v) maintain the technical documentation for the Supported Service(s); and
  - (vi) manage the provisioning and configuration of new Locations to Customer's existing VPN (excluding any new services, changes in design or transfer of connections), not to exceed 2 connections per month or 10 connections per consecutive 6-month period.

With a VPN Owner, Customer will receive one free no, little or clear impact Change per installed Router per month, up to a maximum of 15% of the VPN.

- (d) **Implementation Lead Times.** For Extended Service Support, implementation target lead times will be calculated based on Customer's requested target completion date or time, as identified in Customer's Change request, and the date on which 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).

**1.5 Charges**

Standard Service Support is provided at no additional charge, except that all Changes are chargeable. For Extended Service Support, a monthly recurring Charge applies to each Location receiving the Supported Service, and Changes are chargeable per Clause 1.4.2.4(a) 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 impact") 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. Additional Charges will apply for the VPN Owner and any other chargeable options ordered by Customer. Separate Charges will apply to the Supported Services, Service Delivery, and any other Services provided by Orange.

**END OF SERVICE DESCRIPTION FOR SERVICE SELECT – SERVICE SUPPORT**