



## 1 SERVICE DESCRIPTION FOR TELECOM EXPENSE MANAGEMENT

### 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.

"**Catalog**" means the electronic service catalog that identifies the devices and other equipment or services that Users may order from the Suppliers using the TEM Portal.

"**CDR**" means call data record.

"**Customer Operations Guide**" or "**COG**" means the documentation that details Customer's specific TEM requirements and specifications as well as the operational processes for the TEM Service.

"**Policy**" means the usage parameters and any other service limitations against which Customer's telecommunications services are checked by the TEM Service. The Policy will be determined by Customer, as set forth in the COG, and loaded into the TEM database by Orange.

"**Suppliers**" means the third parties suppliers with whom Customer has written agreements and from whom Customer receives telecommunications services under such agreements.

"**TEM Service**" means the Telecom Expense Management Service described in this Service Description.

"**TEM Portal**" means the web portal which Customer and Users may access using usernames and passwords provided by Orange to manage and order, as applicable, the Third Party Services and to view reports provided as part of the TEM Service.

"**Third Party Services**" means the telecommunications services that Customer receives from the Suppliers and for which Customer uses the TEM Service.

### 1.2 Scope of Service

Depending on the TEM Service package Customer elects to receive, as described more fully below, the TEM Service provides reporting, ordering, inventory and asset management, and invoice reconciliation capabilities to simplify and improve Customer's procurement, invoice validation, and payment processes. Orange will implement the TEM Service initially in a set up phase, which will continue for approximately 12 to 20 weeks, after which the TEM Service will be fully implemented.

Customer will receive the Service Select – Extended Service Delivery and Service Select – Extended Service Support for the TEM Service, which will be described in separate Service Descriptions attached to this Agreement.

### 1.3 Customer Operations Guide (COG)

Before Orange begins the set up or implementation of the TEM Service, the Parties will work together in good faith and agree upon the reporting requirements and structure of the TEM Service, the information to be made available in the Catalog as well as the validation process for any orders placed by Users through the TEM Portal for the Third Party Services, the rates and charges applicable to the Third Party Services, the specific profiles applicable to Users for the TEM Service, and any other requirements for the TEM Service, all of which will be set forth in the COG. Orange will create the COG, and Customer will ensure that all information contained in the COG is complete, accurate, and kept current throughout the duration of the TEM Service.

### 1.4 Customer Responsibilities

Customer will provide the following to Orange in a timely manner and in the format required by Orange:

- (a) A Letter of Authorization or Authority, or such other written documentation, as required from and executed by the Suppliers ("**LOA**") that allows Orange to interface with the Suppliers on Customer's behalf so that Orange may provide the TEM Service, if such interfacing is to be provided by Orange as part of the TEM Service, including the Orange placement of orders for Third Party Services with such Suppliers for Customer and Users as well as the Orange provisioning of the reporting, inventory and other TEM Service deliverables;
- (b) Complete and accurate CDRs and invoices from the Suppliers for the Third Party Services, which Customer will ensure are provided in an electronic format;
- (c) The Policy, if applicable;
- (d) All information required for cost center, human resources, or other administrative groups to which Customer will allocate expenses through the TEM Service and will identify in the TEM database; and

- (e) Customer's written agreements with the Suppliers for the Third Party Services (including all rates, call plans, discounts and other pricing information) and the Suppliers' catalogs for the Third Party Services. Customer will identify the rate tables in its agreements with the Suppliers or as otherwise applicable and all devices, equipment and services that are to be uploaded into the TEM database. Customer also will review such agreements with Orange and provide any information or clarification regarding the terms of such agreements upon the reasonable request by Orange.

Customer will be solely responsible for executing, complying with, and maintaining its agreements with the Suppliers, including any confidentiality or other legal obligations. Orange will not be considered a party to Customer's agreements with its Suppliers, and Orange will not be liable or responsible for any of the information provided by Customer or the Suppliers. Orange will not perform any analysis or interpretation of Customer's agreements with the Suppliers, but instead will rely on Customer for all information regarding the Third Party Services and the Suppliers. Customer will provide all information and specifications for the TEM Service as well as the information to be made available through the TEM Portal. ORANGE MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY WARRANTY, OF THE COMPLETENESS OR ACCURACY OF THE INFORMATION MADE AVAILABLE THROUGH OR RESULTING FROM THE TEM PORTAL OR TEM SERVICE.

Customer will be solely responsible and liable for the payment of all invoices to the Suppliers. Customer will be solely responsible for resolving any dispute arising out of or relating to its agreements with, or the Third Party Services received from, the Suppliers, although Orange may reasonably assist Customer with respect to such dispute as provided in this Service Description. Orange will not be responsible or liable for the provision, operation, or any failure of the Third Party Services. 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 Third Party Services, including any amounts payable to the Suppliers and the information provided by Customer to Orange for the TEM Service, as well as any claims made against Orange resulting from Customer's failure to comply with this Clause 1.4. This Clause 1.4 will survive the expiration or termination of the Agreement or any other agreement between Orange and Customer for the Professional Services described herein.

Customer will provide support for the TEM Service to its Users. Orange will not respond to any TEM Service request or inquiry from Users. If a User contacts Orange, then Orange will direct such User to Customer's helpdesk for assistance. Customer will identify a representative, who will be known as the "**Customer Fleet Manager**", who will be available to and who will work with Orange, who will ensure that all of Customer's responsibilities are completed in a timely manner, who will be responsible for the coordination of all Customer's issues, and who will have authority to make decisions on Customer's behalf with respect to the TEM Service.

## 1.5 Service Options

Orange provides three (3) TEM Service packages: (1) **Silver**, (2) **Gold**, and (3) **Platinum**, each as described more fully below. For each of the packages, Orange will provide a TEM Consultant, who will meet with Customer four (4) times annually to review Customer's TEM Service and provide recommendations with respect thereto. Any additional meetings with the TEM Consultant will be subject to additional Charges.

### 1.5.1 Silver

For the Silver Package, Orange will provide the following:

#### 1.5.1.1 Inventory

The TEM Service consolidates Customer's Supplier information and data, providing a means to manage and control Supplier information as well as an inventory management system. Customer will provide to Orange all information regarding its Catalog, Policy, rate tables, and all other Third Party Services and Supplier information to be made available through the TEM Service, and Orange will upload such information and data into the TEM database. Orange will update Customer's TEM Service information in the database during the Service Term as such updates are provided by Customer. The inventory can be linked to Customer's rates for the Third Party Services to allow Customer to track changes to products, rates, and activities and to validate the information provided in the TEM Service against invoices.

#### 1.5.1.2 Invoices

Subject to the receipt by Orange of the LOA(s) from Customer, Orange may contact the Suppliers directly to assist Customer in providing to the Suppliers, and informing the Suppliers of, information necessary for Orange to provide the TEM Service, including where such Suppliers should direct invoices for the Third Party Services. Orange will load the invoices received from either the Third Party Suppliers or from Customer into the TEM Portal.

1.5.1.3 **Reporting**

As part of the TEM Portal, Orange will provide a dedicated reporting database, which will allow Customer to monitor its spending for the Third Party Services. The reporting database provides a selection of standard reports from which Customer may choose, or Customer may generate and customize spend reports. The reporting database also allows Customer to:

- (a) monitor actual usage against the parameters provided in the Policy, if applicable; and
- (b) allocate expenses to Customer's cost centers or other internal business groups.

Customer may access dashboards to track the information made available in the database.

1.5.2 **Gold**

For the Gold Package, Orange will provide the services included in the Silver Package as well as the following:

1.5.2.1 **Rate Plan Management**

Orange will manage Customer's rate plan information for the Third Party Services by comparing and analyzing the rate plans posted in the TEM database against the invoices received from the Suppliers to determine if the applicable rate plans have been implemented correctly and timely by the Suppliers, and Orange will notify Customer of any errors or discrepancies identified.

1.5.2.2 **Invoice Reconciliation**

The TEM Service will compare CDRs with the stored rate plans and highlight probable discrepancies. Orange will provide a TEM Service Administrator who will check the result of the automatic invoice reconciliation and coordinate with Customer's Fleet Manager with respect thereto.

1.5.2.3 **Disputes**

Orange may notify Customer of any failure of the Supplier to meet its obligations with respect to the Third Party Services that Orange identifies. Orange also will reasonably assist Customer with the resolution of disputes between Customer and the Suppliers over discrepancies in the charges reflected in the TEM Service and those provided in the Suppliers' invoices.

1.5.2.4 **Optimization**

Orange will provide to Customer any changes or recommendations in or to Customer's Third Party Services and Suppliers based on the information made available by Customer in connection with the TEM Service or as otherwise determined by Orange based on its provision of the TEM Service or experience.

1.5.3 **Platinum**

1.5.3.1 **Automated Ordering**

The TEM Service provides a single centralized ordering system through which Customer will place all orders for the Third Party Services. Using the TEM Portal, Users can browse the Catalog and place orders for the Third Party Services, which orders will go through an internal approval process based on Customer's rules and then directly to the Supplier. Orange will provide Customer with two (2) changes to the Catalog per Supplier annually free of charge. All other changes to the Catalog will be subject to additional Charges. Customer will ensure that all orders for the Third Party Services are placed through the TEM Portal and will close all order transactions as each order is successfully filled by the Suppliers. The TEM Service will capture the information from Customer's orders for the Third Party Services, and the inventory will be updated in the TEM Service database accordingly.

1.5.3.2 **Portal Management**

Orange will manage the TEM Portal by updating or modifying:

- (a) the Catalog to reflect any changes to the equipment or services that may be ordered by Users,
- (b) the Policy, and
- (c) new Third Party Services and Suppliers, subject to the receipt by Orange of the information necessary to make such changes from Customer or the Suppliers.

Also, as part of the portal management, the reporting features of the TEM Service will allow Users to see their monthly call record and to mark or tag each call as "**business**" or "**personal**".

1.5.3.3 **Catalog and Policies Management**

Orange will advise Customer on any changes that Orange reasonably believes Customer should make to its Catalog and Policies.

1.6 **Charges**

One-time and monthly recurring Charges will apply.

**END OF SERVICE DESCRIPTION FOR TELECOM EXPENSE MANAGEMENT**