



## PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TALK SERVICE

### 1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will control for purposes of this Service Description. Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them in the Specific Conditions for Voice Services or elsewhere in the Agreement.

**"911 Warning Label"** means a 911 Emergency Service Call warning sticker for Canada (in the form set out in the 'Canada Important Information VoIP Services' located at the Website) or for the United States (in the form set out in the 'Orange Business E911 Warning Stickers' located at the Website).

**"Access Type Bring Your Own Carrier"** or **"Access Type BYOC"** is an Access Type that uses SIP Trunk to interconnect the Business Talk to a Cloud Telephony Provider System.

**"Access Type BVPN"** is an Access Type that uses BVPN Corporate or BVPN Small.

**"Access Type Internet"** is an Access Type that uses an Internet access connection.

**"Access Type Satellite"** means an Access Type that uses any of the following Orange satellite connectivity services: (a) Business VPN Satellite Maritime Connect, (b) Business VPN Satellite Maritime Shared, (c) Business VPN Satellite Terrestrial, (d) Business VPN Satellite Terrestrial Shared, or (e) Business VPN Satellite Spot service. For clarity, the aforementioned satellite connectivity services are separate services and are not included in the Business Talk.

**"Access Type SDWAN"** is an Access Type that uses either Orange's Flexible SD-WAN with Cisco service or Flexible SD-WAN (Fortinet® SD-WAN Technology) service. For clarity, the Flexible SD-WAN with Cisco service, and Flexible SD-WAN (Fortinet® SD-WAN Technology) are separate services and are not included in the Business Talk.

**"Access Type"** means a connectivity method that is installed at a Location to enable Customer's PBX, SBC or other telephony systems, equipment, or networks to connect to the Voice Network for purposes of receiving Business Talk at that Location and/or interconnecting the Business Talk to a Cloud Telephony Provider System. For clarity, Access Type is not the Access Circuit (e.g. Internet access, SD-WAN underlay circuit, Orange Business VPN Service, satellite connection, etc.) to connect the Location to the Voice Network. An Access Type can be an Access Type BYOC, Access Type BVPN, Access Type Satellite, Access Type Internet, or Access Type SD-WAN.

**"ANI"** means Automatic Number Identification, which is a telephony service that sends a caller's telephone number to the call destination so that caller's telephone number can be identified.

**"Business Talk Online Tool"** means an online portal, application programming interface (API), or web-based interface made available by Orange to enable Customer to make service request; receive information concerning the Service; register the address of the Location and the location of the End Point station at the Location; or manage certain features or configuration of the Service. A Business Talk Online Tool may consist of the Orange 'My Service Space' web portal, a Business Talk API, mobile application, URL portal, etc.

**"Business Talk"** or **"Service"** means the Business Talk Service described in this Service Description.

**"BVPN Corporate"** means an Access Type that uses the Business VPN Corporate Site Profile described in the Service Description for Business VPN Service. For clarity, Business VPN Service is a separate service and is not included in the Business Talk.

**"BVPN Small"** an Access Type that uses the Business VPN Small Site Profile described in the Service Description for Business VPN Service. For clarity, Business VPN Small is a separate service and is not included in the Business Talk.

**"BYON (Bring Your Own Number)"** means the numbering resources allocated to Customer by a governmental authority or a regulatory body and which numbering resources will be hosted by the Business Talk pursuant to mutual agreement of Orange and Customer.

**"Canada Emergency 911 Notice"** means the "Important Emergency 911 Disclosure and Notice – For Business Talk Local Voice Services with IP Access in Canada" set out in Exhibit B to this Service Description.

**"CDR"** means call detail record.

**"CE Router"** means an edge router that is utilized as a Gateway so that the Location where the Business Talk is installed can access the Voice Network. If Customer owns or provides the CE Router, then it is responsible for the management, maintenance, and installation of the router. If the Access Type is Access Type BVPN, Access Type SDWAN, or Access Type Satellite, Orange can provide an Orange-owned and managed CE Router as described in Clause 1.3.4.2.

**"Charges"** means the rates, fees, tariffs, and other charges for the Business Talk, as set forth in the Charges Schedule attached to the Agreement, or in the relevant Order for Business Talk.

**"CLI"** or **"CLID"** means Calling Line Identifier, which identifies the caller's telephone number when the call is received at the destination.

**"Cloud Telephony Provider System"** means the facilities, systems, networks, equipment, or services of a Cloud Telephony Provider.

**"Cloud Telephony Provider"** means a telephony service provider or telecommunications carrier that hosts or manages a shared or dedicated PBX function, or that provides telephony or multimedia (i.e. voice, video, messaging) services. A Cloud Telephony Provider is Customer's service provider; provided, however, if Customer is a Cloud Telephony

Provider and it is procuring the Business Talk for purposes of using the Service as a component of the voice, telephony, or telecommunications services that it offers, delivers, or provides to its own customers, then the term 'Cloud Telephony Provider' refers to Customer. For clarity, for purposes of Business Talk, Orange is not the Cloud Telephony Provider.

**"Customer Contact Information"** will have the meaning defined in Clause 1.6.7.10 (Registration into Orange-Selected National Enquiry Database).

**"DID"** means Direct Inward Dialing, as described in Clause 1.6.6 (Local Voice Services).

**"Disaster Recovery Plan"** will have the meaning defined in Clause 1.6.4 (Disaster Recovery Plan Option).

**"DOD"** means Direct Outward Dialing, as described in Clause 1.6.6 Local Voice Services.

**"Eligible Business Talk Charges"** will have the meaning defined in Clause 1.10.3.2 (Minimum Monthly Payment).

**"Emergency Call"** means a call made from an End Point (as described in Clause 1.6.7.7(a), Static Emergency Services and Nomadic Emergency Services) by dialing the appropriate emergency short code telephone numbers established by a governmental or public authority within the applicable jurisdiction (e.g. emergency calls within: (a) India, France or Belgium, dial 112; (b) Singapore or the United Kingdom, dial 999; (c) the United States or Canada, dial 911; etc.).

**"End Point"** means the hardware device or software application that Customer or a User uses to either send or receive a Voice Call via the Business Talk.

**"Gateway"** means a device or node (e.g. router) that enables networks to use different communication protocols to communicate with each other by translating the traffic that is exchanged between these networks. The Gateway also functions as a Location's point of connection to the Orange Network or Voice Network, as applicable.

**"GCSC"** means an Orange Global Customer Support Center.

**"Incident"** means a fault or malfunction in the Business Talk. An Incident does not include the unavailability of the Service during Orange's scheduled maintenance of the Service.

**"IP Trunking"** means a SIP Trunk established between the Voice Network and the PBX using the Internet Protocol and the SIP signaling.

**"IP"** means Internet Protocol.

**"LAN"** means Local Area Network.

**"Local Voice Services"** individually or collectively means the DID, DOD, and Emergency Calls that Orange may provide via the Business Talk that is provisioned at a Location, as described in Clause 1.6.6 (Local Voice Services). Local Voice Services includes U.S. Interconnected VoIP.

**"Location"** means a Customer site where the Business Talk is installed.

**"Minimum Monthly Payment"** will have the meaning defined in Clause 1.10.3.2 (Minimum Monthly Payment).

**"Off-Net Call"** or **"Off-Net"** will have the meaning defined in Clause 1.4.2 (On-Net Call).

**"On-Net Call"** or **"On-Net"** will have the meaning defined in Clause 1.4.1 (On-Net Call).

**"PBX"** means Customer's Private Branch Exchange telephony system into which the Business Talk will be connected. A PBX can be located on-premises (e.g. physically located at the Location) or off-premises (e.g. situated at Customer's remote data center facility or hosted by a third-party cloud service provider). A PBX can either be a TDM PBX (which routes Voice Calls via physical switches) or an IP PBX (which routes Voice Calls using Internet Protocol). PBX includes the systems that provide line-sharing capabilities for multiple telephones as well as its configuration and signaling capability.

**"Private Numbering Plan"** will have the meaning defined in Clause 1.6.1 (Voice VPN).

**"PSAP"** means a public safety answering point or access point, which is the terminal endpoint where an Emergency Call is received.

**"PSTN"** means a Public Switched Telephone Network.

**"Regulated Destinations"** means the domestic and international Off-Net destination routes listed in <https://www.orange-business.com/en/business-talk-contact-center-access-service-documents>.

**"Session Border Controller"** or **"SBC"** means a device that: (a) uses SIP, (b) protects and regulates the IP communication flows between End Points, and (c) can be used to connect the PBX to the Business Talk.

**"SIP Trunk"** means a virtual phone line, which is established between the PBX (or a Cloud Telephony Provider System) and the Voice Network, consisting of multiple Voice Channels that can carry concurrent incoming and outgoing voice (e.g. Voice Over IP calls), video or messaging digital communication between two or more Locations.

**"SIP"** means Session Initiation Protocol.

**"STIR/SHAKEN,"** which stands for 'Secure Telephony Identity Revisited' (STIR) / 'Secure Handling of Asserted Information Using Tokens' (SHAKEN), means the technical standards and protocols required, promulgated, implemented and/or established by a governmental regulatory body (e.g. U.S. Federal Communications Commission, Canadian Radio-television and Telecommunications Commission, etc.) in the applicable jurisdiction that enable the authentication and verification of the CLID information of calls that are transmitted over IP networks in order to combat the caller's ability to illegally spoof the caller ID.

**"TDM Trunking"** means a SIP Trunk established between the Voice Network and a CE Router that is equipped with a voice card. The PBX is connected to the voice card using the TDM technology.

**"TDM"** means time-division multiplexing.

**“U.S. Emergency 911 Notice”** means the “Orange Important Emergency 911 Disclosure and Notice - for Business Talk Local Voice Services with IP Access in the USA” set out in Exhibit A to this Service Description.

**“U.S. Interconnected VoIP”** means the Voice Call described in Clause 1.4.3 (U.S. Interconnected VoIP).

**“Usage Shortfall Charge”** will have the meaning defined in Clause 1.10.3.2 (Minimum Monthly Payment).

**“Voice Call”** means an inbound or outbound Voice Over IP call transmitted through the Business Talk.

**“Voice Channel”** means a SIP Trunk channel that carries Voice Call traffic. One Voice Channel carries only one Voice Call at a time.

**“VoIP”** or **“Voice Over IP”** means the transmission of Voice Calls and multimedia content over an Internet connection.

**“Website”** means the web page located at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>.

## 1.2 Service Overview

The Specific Conditions for Voice Services apply to Business Talk. Business Talk only provides the features and functionalities set forth in this Service Description. Business Talk enables Users to send and receive Voice Calls. Except as specified in this Service Description, Orange will be responsible for the transmission of the Voice Calls sent through the Business Talk. Customer is solely responsible for all transmissions of the calls that are not transmitted through the Business Talk. Customer is also responsible for procuring and maintaining: (a) the End Points (including hardware, software, and related licenses), (b) any services that Customer may need in order to use the features and functionalities of the End Points, (c) the PBX, and (d) its telephony system. Business Talk does not include, and Orange is not responsible for, any voice or telephony services (e.g. DID, DOD, Emergency Calls, etc.) provided by Customer or its Cloud Telephony Providers, telecommunication carriers or other services providers. The availability of SIP Trunk, Business Talk features or functionalities, and Local Voice Services (including DID, DOD, Emergency Calls, etc.) may be limited in certain Locations due to legal and regulatory restrictions and other constraints.

## 1.3 SIP Trunk, Access Type, TDM and IP Trunking

**1.3.1 SIP Trunk and Voice Channels.** To connect Customer's PBX, SBC, or telephone system to the Voice Network, or to interconnect the Business Talk to a Cloud Telephony Provider System, Customer must order from Orange a SIP Trunk and the Voice Channels. The SIP Trunk will be routed from the PBX to the Voice Network. Customer is solely responsible for determining the number of Voice Channels to be added to the SIP Trunk. One Voice Channel can only carry one call at a time. If the Access Type is either a BVPN Small or a BVPN Satellite, then the amount of Voice Channels available to Customer is not committed or guaranteed.

### 1.3.2 Access Types

**1.3.2.1 Access Type Bandwidth.** To receive Business Talk, Customer can provide an Access Type Internet, or it can order an Access Type BVPN, Access Type Satellite or Access Type SDWAN from Orange. The bandwidth of the Access Type must be commensurate with the number of Voice Channels that Customer wants Orange to add to the SIP Trunk. If the Access Type is a BVPN Small or an Access Type Satellite, then the bandwidth of either Access Type is not committed or guaranteed.

**1.3.2.2 Access Type Demarcation Point.** The demarcation point of the Access Type BVPN, Access Type SDWAN and Access Type Satellite at the Location is at the Orange demarcation point for the Business Talk.

**1.3.2.3 Access Type Satellite.** If the Access Type is an Access Type Satellite, Orange may need to conduct additional technical analysis to determine whether it can deliver the Business Talk at the Location. The technical analysis will be subject to additional Charges, which Orange will quote on a case-by-case basis.

**1.3.2.4 Access Type Internet and Access Type BYOC.** The following terms apply if the Access Type is Access Type Internet or Access Type BYOC:

- (a) Customer must provide and maintain the SBC if the Business Talk uses Access Type Internet.
- (b) When permitted by applicable laws or regulations, Orange may use voice encryption mechanism for the voice signaling and media flows between the Voice Network and Customer's SBC or the Cloud Telephony Provider System to secure the voice traffic when it transits the public Internet.
- (c) Customer's SBC, telephony systems and equipment (including hardware, software, and related licenses) must be capable of supporting the Orange voice encryption technology. The Orange voice encryption mechanism does not guarantee that there will be no packet loss or unauthorized access or interception of any voice traffic as it transits through the public Internet, and Orange will not be responsible or liable for such incidents notwithstanding anything to the contrary contained in the Agreement.
- (d) To the extent Customer is a Cloud Telephony Provider, it is solely responsible for procuring and maintaining all governmental or regulatory approvals that are needed to transport voice traffic using Voice Over IP. In such event, upon request, Customer will provide Orange without undue delay with evidence of governmental or regulatory approvals.
- (e) If the Business Talk uses Access Type Internet, Customer will provide Orange with valid security certificates. Customer will notify Orange by contacting the GCSC when Customer's security certificates need to be changed or are about to expire. Customer will also provide Orange with the new security certificates no less than 30 days before such certificates are to be used for or in connection with the Business Talk. Orange is not responsible or liable for any Service interruption or failure of the Business Talk to operate if Customer fails to timely provide valid and unexpired security certificates to Orange.
- (f) If Business Talk is to be interconnected to a Cloud Telephony Provider System but the Cloud Telephony Provider does not have an interconnection agreement with Orange, then the interconnection of the Business Talk to the

Cloud Telephony Provider System is subject to the written approval of Orange. Orange will provide Customer with configuration guidelines to activate the Business Talk, but Customer (and the Cloud Telephony Provider, as the case may be) is solely responsible for implementing the configuration guidelines. Orange will not configure the Cloud Telephony Provider System, or any Access Type not provided by Orange. Orange is not responsible for ensuring that the Business Talk (or any component thereof) is interoperable or compatible with the Cloud Telephony Provider System, Customer's systems and equipment or the Customer-provided Access Type.

- 1.3.3 **Site Connectivity Circuit.** Orange will provide the Access Circuit to connect the Location to the Voice Network only if Customer subscribes to Orange's Business VPN Service (either Corporate Site Profile or Small Site Profile), Flexible SD-WAN with Cisco, Flexible SD-WAN (Fortinet® SD-WAN Technology), or one of the Orange satellite connectivity services enumerated in the Access Type Satellite definition. In such event, the Access Circuits for the aforementioned services will also be utilized as the Access Circuits for the Business Talk. Notwithstanding the foregoing, Orange may not be able to provision Business Talk depending on the country and the Access Circuit for the Location.
- 1.3.4 **TDM Trunking and IP Trunking**
- 1.3.4.1 Subject to Orange's technical validation, Orange may be able to provide TDM Trunking with the Business Talk so long as the Access Type is Access Type BPVN, Access Type Satellite or Access Type SDWAN. TDM Trunking is not available if the Access Type is Access Type Internet or Access Type BYOC. When the Business Talk includes TDM Trunking, Customer's IP telephony system will be connected to the Business Talk via a TDM connection to the CE Router's voice interface card. Orange will specify and it may modify from time to time the PBX signaling services that the TDM Trunking will be able to support.
- 1.3.4.2 In order to receive TDM Trunking, Customer must provide a CE Router that is equipped with a voice card, and Customer is solely responsible for managing, configuring, and maintaining its CE Router. Alternatively, Customer may request that the Business Talk be provisioned with an Orange-managed CE Router and a corresponding voice card, and in such event the following terms will apply in regard to the Orange-provided CE Router:
- (a) If the Access Type is Access Type BPVN, Access Type SDWAN or Access Type Satellite, and provided that Customer orders Business VPN, Flexible SD-WAN with Cisco, Flexible SD-WAN (Fortinet® SD-WAN Technology), or Business VPN Satellite (such as Maritime Connect, Shared, Terrestrial, Terrestrial Shared or Satellite Spot) for the Location where Business Talk is to be delivered, the Orange-managed CE Router component of the aforementioned services will also function as the CE Router for the Business Talk at such Location.
  - (b) The CE Router will remain the sole and exclusive property of Orange or its suppliers. Neither Customer nor any User will obtain any property rights or interest in the CE Router. Customer will not sell, assign, sublet, pledge, or part with possession or control of the CE Router or any interest therein. Customer will keep the CE Router free from any distress, liens, encumbrances, or other claims.
  - (c) Orange will install the CE Router at the Location on the date agreed by the Parties. Customer will provide Orange with reasonable assistance to install, connect or disconnect of the CE Router. Prior to the date of the CE Router installation, Customer will inform Orange of any potential health hazards at the Location (e.g. informing Orange any hidden utility (i.e. electricity, gas, or water) lines) as well as the existence of any hazardous materials (e.g. asbestos, etc.) at the Location.
  - (d) Customer will: (i) maintain proper environmental conditions (e.g. air conditioning, ventilation, electrical power supply, etc.), as specified by Orange or the CE Router manufacturers; (ii) ensure that the area where the CE Router is installed at the Location is secure and safe (including ensuring that the CE Router is protected from tampering or unauthorized use); and (iii) provide adequate access to data communications circuits and a back-up power supply.
  - (e) Customer will not interconnect or allow the CE Router to be connected to any equipment, network, or service without Orange's prior written approval. Customer will not modify or move the CE Router or allow anyone other than Orange to modify or move the CE Router without Orange's express written permission.
  - (f) Customer will not change, remove, or obscure any labels, plates, insignia, lettering, or other markings that Orange or the manufacturer has placed on the CE Router.
  - (g) Upon termination of the Service, Customer will surrender possession of the CE Router to Orange in good order, repair, and condition (reasonable wear and tear excepted).
  - (h) Orange may charge Customer for visits to the Location to repair or replace a damaged CE Router if the damage was not caused by Orange or an Orange subcontractor. Customer will be liable for any loss or damage to the CE Router (other than reasonable wear and tear) and for all costs incurred by Orange to repair or replace the CE Router. Customer will immediately inform Orange if the CE Router is damaged, destroyed or lost.
- 1.3.4.3 IP Trunking supports SIP signaling and the IP voice media of Customer's IP telephony system.
- 1.3.4.4 Customer will connect a LAN switch cable to the Ethernet port on the CE Router to access the Business Talk. Orange will provide Customer with the configuration guidelines and will check the IP connectivity, software versions, and configuration of Customer's IP telephony system to determine whether they are compatible with the Business Talk; however, Customer is solely responsible for: (a) managing, configuring and maintaining its IP telephony system and the CE Router; (b) ensuring that the IP telephony system and equipment (including hardware, software and related licenses) are compatible and fit for use with the Business Talk; and (c) keeping its software versions current with the Orange specifications.
- 1.3.5 **Access to IP Telephony System.** Regardless of whether the CE Router and the associated voice card are provided by Customer or Orange, Customer must provide Orange with physical and remote access to Customer's IP telephony

system (including read-only access to its IP telephony system configuration) and voice gateways in order for Orange to deliver the TDM Trunking and IP Trunking, monitor Customer's software version, and resolve Incidents.

- 1.3.6 **PBX.** Customer will ensure that its PBX and telephony system and equipment (including hardware, software, and related licenses) are compatible and complies with Orange's Access Type specifications and signaling requirements. Customer will perform all necessary changes, remediation, configuration management, and upgrades to its PBX and equipment (including hardware, software, and related licenses) and for all costs associated with carrying out such activities (collectively, the "**PBX Remediation Activities**"). The PBX Remediation Activities include (without limitation) procuring, installing, and performing (each as applicable) additional interface cards, software upgrades, and configuration, programming, and wiring changes. Orange may suspend the provision of Business Talk without liability if Customer fails to implement any PBX Remediation Activities. Customer will provide Orange with prior written notice of any PBX Remediation Activities that could impact the operation of the Business Talk, result in the loss or disruption of the Business Talk or affect the ability of Orange to deliver the Business Talk in accordance with the applicable Service Levels.
- 1.3.7 **Interconnection with Voice Network.** Customer will not connect and will not permit others to connect any equipment or network, whether belonging to Customer or any third party (including its Cloud Telephony Provider or Access Type provider), to the Voice Network or any component of the of the Business Talk (including, without limitation, the Orange-provided CE Router, TDM Trunking, SIP Trunking, etc.), nor will Customer interconnect any third party service (e.g. a Cloud Telephony Provider's telephony service) to the Business Talk, unless such connection or interconnection is approved in writing by Orange.
- 1.4 On-Net Call, Off-Net Call and U.S. Interconnected VoIP**
- 1.4.1 **On-Net Call.** "**On-Net Call**" or "**On-Net**" means that the Location where the Voice Call originated and the Location where the voice call terminated are both connected to the Voice Network, and both Locations reside within the same Customer Voice VPN. On-Net call may use a Private Numbering Plan telephone number if the originating and terminating Locations are within the same Voice VPN.
- 1.4.2 **Off-Net Call.** "**Off-Net Call**" or "**Off-Net**" means that the call originates from a Location that is connected to the Voice Network and the caller is calling to an End Point that: (a) has a public numbering plan (as described in Clause 1.5.1, Public Numbering Plan), (b) is not connected to the Voice Network, or (c) is on a different VPN network.
- 1.4.3 **U.S. Interconnected VoIP.** A U.S. interconnected VoIP Service is a Voice Call originating from a location within the United States, which uses an integrated service that includes both interstate and intrastate components of an interconnected VoIP. The interconnected VoIP Service: (a) enables real-time, two-way voice communications; (b) requires a broadband connection from the User's location; (c) requires Internet Protocol-compatible customer premises equipment; (d) permits the Users to generally terminate calls to the public switched telephone network ("**U.S. Interconnected VoIP**"); and (e) as a condition, must include Emergency Calls capability.
- 1.5 Standard Service Features**
- The following are the basic components of the Business Talk:
- 1.5.1 **Public Numbering Plan.** The public numbering plan allows the Users to make calls by dialing the standard telephone number format, which varies depending on whether the call is made to a domestic or international destination. The Voice Network does not support local dialing.
- 1.5.2 **Call Limiter.** Call limiter allows Customer to limit the number of calls to or from a given Location or multiple Locations. Any calls that exceed the limit defined by Customer will be rejected. However, if Customer orders the Overflow on Transit/Arrival continuity option or the Overflow on Access continuity option, then the call will be re-routed according to such optional feature(s).
- 1.5.3 **CLID and ANI.** If provided by Customer in the proper public numbering format, the caller's CLID or ANI will be provided to the called party when the call is received by the destination End Point. If Customer does not provide the proper public numbering format, then the call may not be completed. Orange also inserts the CLID or ANI generated by the Customer's PBX (but only when available and allowed by applicable laws and regulations) on a per call basis within the itemized billing report if Customer has elected to receive such report. The availability of the CLID or ANI feature is subject applicable laws and regulations, the signaling services, the PBX programming, and other factors determined by Orange.
- 1.5.4 **CLI or ANI Verification.** When available, Business Talk may be able to support STIR/SHAKEN so that a call that is transmitted through interconnected phone networks can have its caller ID information (i.e. CLID or ANI) digitally validated by both the originating and receiving telephone service providers as being legitimate, thereby verifying that the call is in fact coming from the telephone number that is shown on the call recipient's caller ID display. Customer acknowledges and agrees that the call may not be completed if it cannot be authenticated. If Business Talk can support STIR/SHAKEN, Orange will authenticate a call according to one of the following attestations:
- Full Attestation "A"** ..... Orange has authenticated the caller and that the caller is authorized to use the calling number.
- Partial Attestation "B"** ..... Orange has authenticated the call source, but it cannot verify that the caller is authorized to use the calling number.
- Gateway Attestation "C"** ... Orange has authenticated from where it received the call, but it cannot authenticate the call source.
- 1.5.5 **Dual Tone Multi-Frequency Signaling.** Business Talk transmits the touch-tone frequency, except that the Service will transmit the touch-tone signal for inbound calls only if the caller's telephone service provider relays the signal.

1.5.6 **PBX Signaling Services.** Certain PBX signaling services (e.g. calling party name display, ring back when free, etc.) for the originating and terminating End Points that can be supported by Business Talk will be identified by Orange upon request. Orange may modify the supported signaling services from time to time.

## 1.6 Optional Service Features

Customer may order the Business Talk optional features described in this Clause 1.6, subject to availability and additional Charges.

1.6.1 **Voice VPN.** As an optional feature, Customer can subscribe to Voice VPN allowing it to manage a Private Numbering Plan as part of the Business Talk. A **"Private Numbering Plan"** is a sequence of numbers set up by Customer on its private network to support corporate traffic. Seven-digit fixed length telephone number is the standard format, but four to ten digit numbering plans may be supported, subject to any applicable restrictions or limitations.

1.6.2 **Continuity Options.** Customer can subscribe to the following Business Talk continuity optional features.

1.6.2.1 **Overflow on Transit/Arrival.** The Overflow on Transit/Arrival continuity option feature adjusts the call routing if there is a Voice Network failure, or if there is a heavy volume of calls to the terminating Location that are waiting in queue (i.e. phone line is busy) or such terminating Location's phone line is unavailable. The Overflow on Transit/Arrival feature re-routes the terminating Location's inbound On-Net Calls to Off-Net Calls via a Gateway to complete the call. The public dialed number of the terminating Location is used to terminate the call. Customer must provide Orange with the public number from a secondary PSTN provider that is connected to Customer's PBX for the call termination. If Customer provides a range of Direct Inward Dialing numbers that match its Private Numbering Plan, then Orange will manage the direct overflow to individual users, or the call overflow will terminate to a main Customer number.

1.6.2.2 **Overflow on Access.** If there is a Voice Network failure, or if the originating Location's phone line is busy or unavailable, the Overflow on Access continuity option either re-routes the outbound On-Net Calls to Off-Net Calls via the PBX or Gateway or blocks the calls, as specified by Customer. Overflow on Access is implemented from the originating Location at the PBX level. Orange recommends the use of a digital interface for automatic call overflow implementation. Customer is responsible for programming the PBX to overflow the outbound traffic to its local carrier's network. In such case, Customer must order and configure more than one SIP Trunk at the Location.

1.6.2.3 **Load Balancing.** The Load Balancing optional feature allows Customer to load-balance inbound calls to an On-Net Location over two or more SIP Trunks. Orange will verify whether the Load Balancing can be provided at a Location. This feature is not available in mission critical sites between a primary and secondary CE Router.

1.6.2.4 **Exception Rules.** The Exception Rules optional feature allows Customer, for a defined DID number at the Location or an End Point, to either configure a permanent call forward-transfer to another Location or to configure a permanent call forward-transfer to an Off-Net public telephone number.

1.6.3 **Black List / White List.** Customer can add and manage a Black List or White List to the Business Talk at a Location. The Black List optional feature lets Customer specify the destinations that are forbidden from/to the originating Location. The White List optional feature lets Customer create exceptions to the Black List.

1.6.4 **Disaster Recovery Plan Option.** The Disaster Recovery Plan optional feature lets Customer create and define a Business Talk disaster recovery plan ("**Disaster Recovery Plan**") routing scenario that regulates the routing of critical incoming calls for defined DID telephone numbers. Customer can activate its defined Disaster Recovery Plan so that the incoming calls to the DID telephone numbers will be rerouted to a designated Location or to Off-net public telephone numbers in accordance with the Disaster Recovery Plan.

1.6.5 **Single Number Reach Option.** Customer can create and define an alternative routing policy for certain DID telephone numbers so that incoming calls to these DID telephone numbers will be rerouted to the designated Location or Off-net public telephone number.

1.6.6 **Local Voice Services.** Customer can order Direct Inward Dialing, Direct Outward Dialing, Direct Outward Dialing to PSAP, or Call Detail Records options for certain Locations (including as part of U.S. Interconnected VoIP, as applicable) depending on the states, provinces, and countries where the Locations are situated, and subject to applicable laws and regulations. Orange will confirm the availability of these Local Voice Services upon request.

1.6.7 **Direct Inward Dialing.** Direct Inward Dialing ("**DID**") provides a telephone number or a range of telephone numbers that connect to the PBX via a SIP Trunk, and these telephone numbers are assigned by Customer to certain phone extensions at the Location so that inbound calls from any public telephone number are directly routed to the appropriate End Point stations without going through an attendant. Customer may also port its existing DID telephone numbers for use with Business Talk, subject to Orange's approval. Customer must provide Orange with the following information:

- (a) official name, registration identification, and address of Customer or its relevant in-country Affiliate, and for clarity such address must not be a post office box;
- (b) name, office address, phone number and e-mail address of the Customer employee who is nominated by Customer as its country representative; and
- (c) any other information (e.g. information required by the local regulator in the country where Business Talk is to be provided) reasonably requested by Orange.

With respect to the information specified in the foregoing part (b), Customer may appoint an attorney who is authorized to practice law in the country where the Location is situated to act as its agent. Such individual will represent Customer and act on Customer's behalf in regard to accepting delivery of any notices and other information and providing Customer approvals or acknowledgements. Customer will inform Orange in writing of the name, office address, phone number and e-mail address of the designated Customer agent.



The Users must physically receive calls, which are routed to their respective DID telephone number, at the Location where Orange provides the DID telephone numbers. Orange may terminate or suspend any DID numbers immediately upon written notice (and such notice can be given to Customer via email in care of the above-mentioned Customer country representative or agent) and without liability if Orange reasonably believes that any User to whom the DID telephone number is assigned is not physically receiving the inbound DID-routed calls at the Location. Upon the expiration or termination of the Order for Business Talk, Customer may port the Orange-provided DID telephone numbers to another provider so long as Customer complies with all of the requirements set by Orange, any relevant regulatory authority, and the other provider, and with all applicable laws and regulations.

- 1.6.7.1 **DID Active.** Customer may use DID numbers assigned by Orange to a Location or Customer-provided DID numbers that are ported into the Business Talk for the Location to make or receive inbound and/or outbound calls.
- 1.6.7.2 **DID Inactive.** Customer may deactivate an active DID number or a sub-range of active DID numbers and in such event the numbers will be deactivated by Orange from the Business Talk. The deactivated numbers will continue to be assigned to Customer and can be reactivated by Customer for use with the Business Talk.
- 1.6.7.3 **DID Portability-In.** Subject to applicable laws and regulation, Customer may request for the telephone numbers provided to Customer by other telephone service providers to be ported under Orange governance, and Orange will use commercially reasonable effort to accommodate the request so long as it is lawfully possible to port the telephone numbers. Upon request, Customer shall provide the documentations requested by Orange to fulfill Customer's portability request.
- 1.6.7.4 **DID Cancellation and Portability-Out.** Subject to applicable laws and regulation, Customer may request the telephone numbers to be decommissioned from the Business Talk and so that Customer can move (i.e. portability out) these telephone numbers to another telephone service provider. In such event, Customer is solely responsible for coordinating with its new telephone service provider to port-in the telephone numbers.
- 1.6.7.5 **DID Number Hosting (BYON).** Customer may request that BYON (Bring Your Own Number) in a certain country be hosted by the Business Talk. In such event, Customer is the registered owner of the hosted public numbering resources and Orange is simply hosting the telephone numbers on Customer's behalf pursuant to Customer's request. Orange will use commercially reasonable effort to accommodate the request so long as it is lawfully possible for the BYON (Bring Your Own Number) to be hosted in the Business Talk.
- 1.6.7.6 **Direct Outward Dialing.** Direct Outward Dialing ("DOD") enables Users at a Location that is connected to the Voice Network to directly make outbound calls to fix, mobile or non-geographic numbers from the Location by dialing the applicable national or international standard numbering format.
- 1.6.7.7 **Direct Outward Dialing to PSAP**
  - (a) **Static Emergency Calls and Nomadic Emergency Calls**
    - (i) Users at a Location that is connected to the Voice Network can make Static Emergency Calls to a PSAP. Static Emergency Calls track the fixed location of the static (hard) End Points (i.e. calling devices that are fixed to the calling stations such as an office desk IP phone, conference room telephony equipment, etc.) at the Location where the calls to the PSAP originated.
    - (ii) Nomadic Emergency Calls track the location of the Users within the Location when they call the PSAP from Nomadic (soft) End Points (e.g. laptop, tablet, mobile phones, etc.). The caller's location at the Location is identified according to information that is available at the time of the call (e.g. End Point's IP address when it connected to the network, Basic Service Set Identifier or wireless access point ID, Internet access point, the nomadic End Point's GPS location data, etc.). If Customer's PBX or other telephone system cannot provide the End Point's user location, upon Customer's request, Orange will provide an "Emergency Remote Location Manager" solution.
    - (iii) Customer will fulfill the following responsibilities:
      - (1) Customer will register in the Business Talk Online Tool the Location's actual physical address (including building address, floor number, suite number) (e.g. 123 Anywhere Street, 4th floor, Suite A) and the End Point's station (e.g. seat or desk information, visitor reception area, break room, etc.) at such Location. Customer will ensure that the Location's address, End Point location information, and all CLID and ANI information, as registered in the Business Talk Online Tool, are and remain complete and accurate at all times.
      - (2) To enable: (A) the PSAP to know the Location's address and the location of the End Point where the Static Emergency Calls (and Nomadic Emergency Calls, if available) originated, and (B) such Emergency Calls to be routed to the PSAP, Customer must ensure that the CLID or ANI information that is transmitted to the Voice Network corresponds to the actual physical address of the Location and the End Point where the call originated.
      - (3) Customer is solely responsible for providing, at its expense, appropriate emergency power backup system (e.g. uninterruptible power supply for the CE Router, standby generator, backup battery unit, etc.) so that callers can make Emergency Calls in case of a power outage. Customer will inform all Users and invitees at the Location about the limitations of the Emergency Calls.
      - (4) Customer must immediately update the information that is registered in the Business Talk Online Tool if changes to the Location and End Point information (e.g. change to the ANI or CLID information, relocation of the Location's address, re-deployment of the End Point to another station, etc.) affect or could affect the Emergency Calls (e.g. reassigning an End Point's CLID to a different End Point station,

thereby preventing the PSAP from knowing the correct location of the End Point where Emergency Call originated).

- (iv) **Exclusions and Limitations.** Customer acknowledges and agrees that the Emergency Calls may fail or not function correctly, and that Orange will not be responsible or liable therefor in the event:
- (1) Customer fails to register and maintain on current basis the complete and accurate information regarding the Location address, End Point station's location, and CLID and ANI information, etc. in the Business Talk Online Tool;
  - (2) of an outage, fault or congestion in the Voice Network, Orange-provisioned SIP Trunk, or Access Type, or Access Circuit;
  - (3) of a fault (including outage) or misconfiguration in Customer's network, equipment, or systems (e.g. a fault in Customer's PBX system) or a Cloud Telephony Provider System;
  - (4) of power outage;
  - (5) problems occur at the PSAP; or
  - (6) of the occurrence of a Force Majeure Event.

**1.6.7.8 Emergency Calls in Canada and United States.** This Clause 1.6.7.8 only applies to the Business Talk installed at any Locations in Canada and the United States.

- (a) **911 Disclosure and Notice.** The receipt and use of Business Talk to make 911 Emergency Calls in the United States are subject to the terms contained in the U.S. Emergency 911 Notice. Likewise, the receipt and use of Business Talk to make 911 Emergency Service Calls in Canada are subject to the terms contained in the Canada Emergency 911 Notice as well as the 'Canada Important Information VoIP Services' published at the [Website](#). The terms of the U.S. Emergency 911 Notice, Canada Emergency 911 Notice, and the 'Canada Important Information VoIP Services' are incorporated by reference into this Clause 1.6.7.8(a) as if they are set forth herein more fully at length, and such incorporated terms shall control and take precedence over any conflicting or inconsistent terms set forth elsewhere in the Agreement in respect to Customer's receipt of the Business Talk in the United States and Canada.
- (b) **Service Activation and 911 Warning Labels.** By submitting any Order for Business Talk to be installed at any Locations in Canada or the United States, Customer shall:
- (i) in regard to Business Talk in the United States – read and sign the U.S. Emergency 911 Notice to acknowledge that it has read and understood such notice, and Customer shall return the signed notice to Orange;
  - (ii) in regard to Business Talk in Canada – read and sign the Canada Emergency 911 Notice to acknowledge that it has read and understood such notice, and Customer shall return the signed notice to Orange;
  - (iii) before permitting anyone at the Locations in Canada or the United States to access and use the Business Talk, Customer shall: (1) inform such persons of the limitations and requirements of the Business Talk's 911 Emergency Call feature (including the E911 Service limitations mentioned in Clause 1.6.7.8(d) below); (2) download from the [Website](#) and print the applicable 911 Warning Labels for Canada or the United States, and affix the applicable 911 Warning Labels to all VoIP phones at such Locations; and (3) provide the Users of the Business Talk in Canada with the 'Mandatory Notice to End-Users of 9-1-1 Service Limitations' (which can be found in the 'Canada Important Information VoIP Services' located at the [Website](#)).
- (c) **Service Activation Condition Precedent.** Orange's receipt of the Canada Emergency 911 Notice, and/or the U.S. Emergency 911 Notice, each as applicable, signed by a Customer representative is a condition precedent for Orange's activation of the Business Talk and the Static Emergency Services (and Nomadic Emergency Services, if available) for the Locations in Canada and the United States. In the event Orange activated the Business Talk without having received the Customer-signed Canada Emergency 911 Notice, and/or the U.S. Emergency 911 Notice (each as applicable), the Service activation does not constitute, and it shall not be construed to be a waiver by Orange of Customer's obligation to sign and submit the Canada Emergency 911 Notice and U.S. Emergency 911 Notice. Notwithstanding anything to the contrary set forth in the Agreement (including the Service Description and Service Level Agreement for the Business Talk), Orange will not be liable for any delay in activating the Business Talk or the Static Emergency Services (and Nomadic Emergency Services, if available) if it does not receive the signed U.S. Emergency 911 Notice from Customer.
- (d) **E911 Service Limitations Notice – Please Read Carefully.** THE PURPOSE OF THIS CLAUSE 1.6.7.8(d) IS TO INFORM CUSTOMER AND TO REQUIRE CUSTOMER TO INFORM ALL END USERS OF THE BUSINESS TALK THAT THE ABILITY TO MAKE EMERGENCY CALLS (“**E911 SERVICE**”) USING VOICE OVER INTERNET PROTOCOL SERVICES (INCLUDING SIP TRUNKING AND LOCAL VOICE SERVICES) PROVIDED THROUGH THE BUSINESS TALK (“**VoIP SERVICES**”) MAY BE LIMITED OR COULD BE DISRUPTED. FOR PURPOSES OF THIS CLAUSE 1.6.7.8(d), CUSTOMER IS REFERRED TO AS “**YOU**” OR “**YOUR**”.
- YOU UNDERSTAND AND ACKNOWLEDGE, AND YOU SHOULD BE AWARE OF THE FOLLOWING:
- (i) YOU ARE RESPONSIBLE FOR NOTIFYING, AND YOU AGREE TO NOTIFY, ALL END USERS OF THE VoIP SERVICES, OF THE LIMITATIONS OF THE E911 SERVICE ON THE VoIP SERVICES. YOU WILL GIVE TO THE USERS THE E911 SERVICE LIMITATIONS NOTICE SET OUT IN THIS CLAUSE 1.6.7.8(d).
  - (ii) THE VoIP SERVICES ARE DIFFERENT FROM A TRADITIONAL TELEPHONE SERVICE. THE VoIP SERVICES HAVE CERTAIN LIMITATIONS COMPARED WITH THE TRADITIONAL TELEPHONE LINE E911 SERVICE.



- (iii) AS MENTIONED IN CLAUSE 1.6.7.7(a)(iii), YOU ARE RESPONSIBLE FOR PROVIDING ORANGE WITH CORRECT INFORMATION REGARDING THE LOCATION AND END POINTS AND FOR KEEPING SUCH INFORMATION UP TO DATE AT ALL TIMES. **THE E911 SERVICE WILL NOT FUNCTION PROPERLY (E.G. THE CORRECT INFORMATION MAY NOT BE DELIVERED TO THE CORRECT PSAP AND/OR EMERGENCY RESPONDERS), AND THE VoIP SERVICES, PSAP AND/OR EMERGENCY SERVICE PROVIDERS MAY NOT BE ABLE TO LOCATE YOU OR YOUR END USERS DURING AN EMERGENCY CALL, IF YOUR INFORMATION IS NOT CORRECT AND UP TO DATE.**
- (iv) TO THE EXTENT YOU ARE SAFELY ABLE TO DO SO, WHEN MAKING AN EMERGENCY CALL, YOU OR YOUR END USER MUST INFORM THE PSAP AND EMERGENCY SERVICE PERSONNEL OF YOUR LOCATION OR THE LOCATION OF THE EMERGENCY IN CASE THE PSAP OR EMERGENCY SERVICE PERSONNEL RECEIVING THE CALL CANNOT IDENTIFY YOUR NAME, PHONE NUMBER OR PHYSICAL LOCATION.
- (v) THE VoIP SERVICE (INCLUDING E911 SERVICE) WILL NOT WORK IF THERE IS AN OUTAGE, CONGESTION OR OTHER PROBLEMS IN OR AFFECTING THE VoIP SERVICES, CONNECTIVITY CIRCUITS OR SERVICE (E.G. BROADBAND OR DEDICATED INTERNET SERVICE), THE INTERNET, OR YOUR NETWORK, SYSTEMS OR EQUIPMENT (INCLUDING END POINTS), FOR ANY REASON WHATSOEVER. DUE TO TECHNICAL CONSTRAINTS, THERE IS A GREATER POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED IN THE ROUTING OF A E911 SERVICE CALL MADE UTILIZING YOUR EQUIPMENT AS COMPARED TO TRADITIONAL WIRELINE VOICE 911.
- (vi) IN CASE OF A POWER FAILURE, THE VoIP SERVICE (INCLUDING E911 SERVICE) WILL NOT FUNCTION UNTIL THE POWER IS RESTORED. A POWER FAILURE OR DISRUPTION MAY REQUIRE YOU TO RE-SET OR RECONFIGURE YOUR EQUIPMENT AND/OR SYSTEM BEFORE USING THE VoIP SERVICE.
- (vii) A TERMINATION OR SUSPENSION OF THE BUSINESS TALK SERVICE DUE TO TERMINATION OR SUSPENSION OF THIS AGREEMENT IN WHOLE OR IN PART OR YOUR ACCOUNT AS A RESULT OF BILLING ISSUES OR FOR ANY OTHER REASON WILL PREVENT THE VoIP SERVICES (INCLUDING E911 SERVICE) FROM FUNCTIONING, AND YOU WILL NOT BE ABLE TO USE THE VoIP SERVICES TO MAKE VOICE CALLS (INCLUDING EMERGENCY CALLS).
- (viii) AS MENTIONED IN CLAUSE 1.6.7.8(b) (SERVICE ACTIVATION AND 911 WARNING LABELS), ORANGE HAS MADE AVAILABLE FOR YOUR DOWNLOAD FROM THE [WEBSITE](#) THE WARNING LABELS FOR CANADA AND THE UNITED STATES. PLEASE PLACE THE LABELS ON THE END POINTS.
- (e) If the Customer is a provider of interconnected Voice over Internet Protocol (VoIP) service as defined under 47 CFR §9.3 Subpart A and it is procuring Business Talk for purposes of reselling it or using it to provide interconnected VoIP service to its customers and others, then as between Orange and Customer, Customer is solely responsible for providing the 911 Service in accordance with applicable laws and regulations.

**1.6.7.9 Indemnity.** Customer shall defend, indemnify and hold Orange, the Orange Affiliates, and their respective directors, officers, employees, agents, and third party providers (collectively, "**Orange Indemnitees**") harmless against any and all losses, damages or costs (including, without limitation, finally awarded damages and costs, and reasonable attorney's fees) incurred by the Orange Indemnitees in connection with any claim, action or proceeding made or brought against any Orange Indemnitee by any person or entity arising from or relating to: (a) bodily injury (including death) or property damage to the extent arising from the negligence, gross negligence, misconduct, or willful act or omission of Customer or any User; (b) Customer's failure to fulfill or comply with any Customer or User responsibilities set forth in this Service Description or elsewhere in the Agreement; (c) Customer's or a User's incorrect use, operation, or modification of the Service (including Static Emergency Services and Nomadic Emergency Services); (d) Customer's failure to timely provide Orange with accurate and complete calling location data to enable the routing of Emergency Calls to the PSAP the tracing of the Emergency Calls to originating End Point; (e) any violation of Clause 1.9 (Fair Use Policy, Usage Restrictions, and Limitations); (f) unauthorized, illegal or fraudulent use of the Services; (g) the use of the Service in a manner not authorized by the Agreement or in violation of any applicable law or regulation.

**1.6.7.10 Registration into Orange-Selected National Enquiry Database**

- (a) Where it is able to do so, Orange will publish in the national directory databases the assigned or ported-in telephone numbers and Location addresses ("**Customer Contact Information**") provided by Customer, unless Customer informs Orange in writing that it does not want the Customer Contact Information to be published. Customer may inspect and request correction of the Customer Contact Information. Notwithstanding the foregoing, Orange may still publish the Customer Contact Information as needed for purposes of enabling the Users to make the Emergency Calls or if applicable law or regulation requires Orange to do so. Customer permits Orange to share the Customer Contact Information (whether published in the national directory databases or not) with Orange's subcontractors, third party service providers and suppliers so that Orange can provide the Business Talk.
- (b) Orange will inform Customer if Orange cannot publish the Customer Contact Information in the national directory databases, and in that case Customer will undertake the publication of the Customer Contact Information and take all necessary actions related thereto (e.g. contacting the appropriate entities in charge of the national directory services and providing such entities the required information). Orange will not be liable or responsible for, and Customer will defend, indemnify, and hold the Orange Indemnitees harmless against any and all losses, damages or costs (including, without limitation, finally awarded damages and costs, and reasonable attorney's fees) incurred by the Orange Indemnitees in connection with any claim, action or proceeding made or brought

against any Orange Indemnitees by any person or entity arising from or relating to Customer's failure to publish the Customer Contact Information in the national directory services.

- 1.6.8 **Reporting Tool Option.** Customer may use the Business Talk Online Tool or other reporting tool made available by Orange to view certain Service Level metrics and usage data.
- 1.6.9 **Call Detail Records Option.** Orange stores CDR data for up to 45 days from the date that a call's data are recorded in the CDR system. The Call Detail Records option allows Customer to download the CDR data in near real time (i.e. a few seconds after a call is connected) via an API made available by Orange.
- 1.6.10 **Self-Monitoring Option.** Subject to certain requirements and limitations (e.g. type of events or indicators, and minimum volume of data to be monitored, etc.) set by Orange, the Self-Monitoring option lets Customer monitor and manage, via the Business Talk Online Tool, certain Business Talk performance indicators, usage data, and resources. For example, Customer can: (a) monitor each SIP Trunk or the Location receiving the Service; (b) define the monitoring period for certain performance indicators; (c) set thresholds to alert Customer of Service anomalies; (d) specify the specific Customer personnel or Users to be notified if an anomaly occurs; and (e) set notification calendar for each User. Business Talk data analytics that are displayed in the Business Talk Online Tool are available for Customer's viewing for a period of 45 days from the date that the information is first posted in the tool. In no event will Orange be liable if the Self-Monitoring option fails to detect or alert Customer of any Incident or anomaly.
- 1.7 **Voice Service Transition & Project Management**  
In connection with the installation of the Business Talk at a Location and subject to additional Charges, Customer may order Voice Service Transition & Project Management support to assist Customer organize and prepare for the Business Talk installation at a Location. The Voice Service Transition & Project Management activities include conducting feasibility and technical review (e.g. examination of Customer's PBX and other telephony equipment and system; inventory of the End Point devices at the Location; assessment of Local Voice Services to be implemented at the Location, etc.). For clarity, the Charges for the Voice Service Transition & Project Management are separate from and are not included in the Business Talk installation Charges.
- 1.8 **Service Management**  
Orange will provide the Service Management in accordance with Service Description for Service Management. Service Management is a separate service, and Charges for the Service Management are in addition to the Charges for Business Talk.
- 1.9 **Fair Use Policy and Usage Restrictions**
- 1.9.1 **Call Duration Limit.** Customer and the Users will only use the Business Talk for lawful and standard business use and calling. The maximum call duration is 4 hours, after which the call may be automatically disconnected.
- 1.9.2 **Fair Use Policy and Restrictions.** Except as expressly authorized under the Agreement, Customer and Users will not use the Business Talk for: (a) receiving inbound call center or mass marketing calls, (b) voting line, (c) continuous and extensive call forwarding, (d) fax broadcast or fax "blasting", (e) reselling subscription and minutes, (f) sharing subscriptions between or among Users, (g) inbound audioconferencing services, and (h) calling inconsistent with normal, individual subscription use.
- 1.9.3 **CLID and ANI.** Orange supports industry standard CLID presentation and restrictions. Orange may restrict or prohibit the use of certain CLID or ANI in accordance with applicable law or regulation. Orange may stop all voice traffic (whether incoming or outgoing) associated with any CLID or ANI that is restricted or prohibited by the relevant regulatory or governmental authorities. Orange will not be liable for any failure to provide or for any delay in providing Business Talk or any part thereof if such failure or delay is due to a restricted or prohibited CLID or ANI or a change to the CLID or ANI. CLID and ANI manipulation or spoofing in violation of applicable laws or regulations is strictly forbidden. Without limiting the foregoing, Customer will not, and will ensure that Users do not, manipulate, spoof, or use any CLID or ANI in violation of applicable laws or regulations. Customer represents, warrants and covenants that: (a) it is the owner, number holder, and authorized user (each as applicable) of the CLID and ANI; (b) in the event it is not the owner of the CLID or ANI, it has obtained the express authorization of the owner or number holder of the CLID or ANI permitting Customer to present and use the CLID and ANI, and it will maintain such authorization current at all times. Upon request, Customer will provide Orange with appropriate documentation to evidence that Customer is the owner, number holder and/or authorized presenter and user of the CLID and ANI. Customer will immediately modify in a lawful manner and/or cease to use the CLID and ANI as soon as it is no longer the owner, number holder, or authorized presenter or user of the CLID or ANI. Customer will defend, indemnify, and hold harmless all Orange Indemnitees from and against any and all losses, damages or costs (including, without limitation, finally awarded damages and costs, and reasonable attorney's fees) incurred by the Orange Indemnitees in connection with any claim, action or proceeding made or brought against any Orange Indemnitees by any person or entity arising from or relating to any unlawful, unauthorized or prohibited presentation, use, change, manipulation or spoofing of CLID or ANI.
- 1.9.4 **Prohibited Use.** Customer will not, and will ensure that all Users do not, use Business Talk to make or facilitate: unlawful robocalls;
- (a) any call that unlawfully impersonates any person or entity;
  - (b) any unlawful call using artificial (e.g. artificial intelligence ("AI")) or prerecorded voice (e.g. using AI or other technologies that generate human voices, etc.) without the prior express consent of the called party;
  - (c) spoofing, alteration, or manipulation of the CLID or ANI;
  - (d) any act that hinders the STIR/SHAKEN authentication process;

- (e) any call to do-not-call list or registry (such as Australia's Do Not Call Register; Canada's National Do Not Call List; India's National Customer Preference Register; the United Kingdom's Telephone Preference Service; the United States' and Singapore's National Do Not Call Registry; etc.);
- (f) any call that would be deemed by Orange, or any governmental regulatory or judicial body, to be in violation of any laws, rules, regulations, orders, alerts or notices (including, without limitation, laws, rules, regulations, orders, cease and desist notices, or alerts affecting STIR/SHAKEN, robocalling, spoofing, alteration or manipulation of CLID or ANI, or impersonation of any person or entity);
- (g) any call that would cause Orange or its Affiliates to be held liable (whether actual or potential liability) by any governmental regulatory or judicial body for monetary fines and other penalties (including, without limitation, cease and desist notice issued by regulatory authority; threatened revocation of the regulatory license of Orange or its Affiliates to deliver Business Talk in the jurisdiction; monetary fines; injunction; etc.);
- (h) any call that would cause Orange or its Affiliates to be the subject of a complaint, lawsuit, claim, or demand by any person or entity; or
- (i) any call that could result in Orange or its Affiliates being held by any governmental regulatory or judicial body to be accountable or vicariously liable for the acts or omissions of Customer or any User.

**1.9.5 Violation of Fair Use Policy and Usage Restrictions.** Orange reserves the right to terminate or suspend the Business Talk, or to change the Business Talk plans, features or functionalities, immediately without notice in case of any suspected, alleged, or actual violation of this Clause 1.9 (Fair Use Policy, Usage Restrictions, and Limitations). Orange will not be liable for exercising such rights. Notwithstanding anything to the contrary set forth in the Agreement, the Service Level Agreement for Business Talk Service will not apply in case of any violation of this Clause 1.9.

## **1.10 Charges**

**1.10.1 One-Time and Monthly Recurring Charges.** One-time and monthly recurring Charges will apply to each: (a) Orange-supplied SIP Trunk, (b) Voice Channel added to the SIP Trunk, (c) installation and deinstallation of the Business Talk at a Location; and (d) of the following active and inactive DID-related features and activities:

- (i) active DID telephone number allocated to a Location;
- (ii) inactive DID telephone number allocated to a Location;
- (iii) active DID telephone number registered in the relevant national directory listing for emergency services;
- (iv) active DID telephone number registered for use of DID 911 Remote Location Manager;
- (v) active or inactive DID telephone number that is ported into the Business Talk;
- (vi) cancellation of each DID telephone number portability-in request, or cancellation of portability-in request for each range of DID telephone numbers to be cancelled wherever a new portability request is reinstated (**Note:** only one-time cancellation Charge will apply; no monthly recurring Charge will apply);
- (vii) cancellation of each active DID telephone number, or cancellation of portability-out of the DID telephone number to another carrier (**Note:** only one-time cancellation Charge will apply; no monthly recurring Charge will apply); and
- (viii) Each DID BYON (Bring Your Own Number) hosted by Orange.

**1.10.2 Voice Service Transition & Project Management.** The Charges per Voice Service Transition & Project Management per Business Talk deployment to a Location may consist of one-time and/or monthly recurring Charges. The Charges will be quoted by Orange on case-by-case basis depending on the scope of work.

### **1.10.3 Usage Charges**

**1.10.3.1 Billing Minimum and Incremental Usage.** There is no usage Charge for On-Net calls. For all other calls, Customer will be billed for the call in 1-second increment according to the applicable per-minute usage rate corresponding to the country in which the call terminates. Where applicable, the per-minute usage rate will also be based on the Orange numbering plan for the country in which the call terminates. Usage rates will be either international or domestic, and they may be tariffed.

**1.10.3.2 Minimum Monthly Payment.** In addition to the per-minute usage rates, each Location where Business Talk is provided may be subject to a monthly minimum Charge ("**Minimum Monthly Payment**") on a per-country basis. The Minimum Monthly Payment, if any, will be set forth in the Charges Schedule or in the applicable Order. If the aggregate usage Charges incurred by Customer for the Location during a monthly billing cycle (the "**Eligible Business Talk Charges**") is less than the Minimum Monthly Payment, Customer will pay Orange the Minimum Monthly Payment plus an amount equal to the difference between the Eligible Business Talk Charges and the Minimum Monthly Payment (such difference hereinafter referred to as the "**Usage Shortfall Charge**"). The Parties acknowledge and agree that Minimum Monthly Payment and Usage Shortfall Charge (if any) are part of the consideration for this Agreement, is reasonable, and is a material and inseparable term for the Agreement and the prices for the Business Talk. The Minimum Monthly Payment applies in full to the calendar month when the Business Talk commences.

**1.10.3.3 Charges for New Domestic and International Destinations.** Orange reserves the right to: (a) change the list of Business Talk destinations to include additional domestic and international destinations to which a Location or an End Point may connect using the Voice Network, and (b) determine, and assess Customer, the Charges applicable to such new destinations. Orange also reserves the right to change the usage Charges for any destination to comply with applicable laws and regulations, and the revised usage Charges will take effect on the next monthly billing cycle.

**1.10.3.4 Usage Charges for Continuity Option or Disaster Recovery Plan Option.** Usage Charges for international or domestic Off-Net Calls may apply in case the Business Talk is configured to: (a) call-forward or call-transfer an incoming

call to an Off-Net public number via the Overflow on Transit/Arrival or Overflow on Access optional features, or (b) reroute calls to Off-Net public telephone numbers in accordance with Customer's Disaster Recovery Plan.

- 1.10.3.5 **International Usage Charges.** International Off-Net rates apply to international Off-Net Calls.
- 1.10.3.6 **Domestic Usage Charges.** Domestic Off-Net rates apply to Domestic Off-Net Calls.
- 1.10.3.7 **Regulated Usage Charges.** Domestic and international Off-Net calls to Regulated Destinations will be billed exclusively in Euro currency in accordance with the per-minute usage rates listed in <https://www.orange-business.com/en/business-talk-contact-center-access-service-documents>. Orange reserves the right to change the usage rates for any Regulated Destination.
- 1.10.3.8 **Flat Fee Charges.** Orange may provide domestic or international flat fee packages whereby Customer is allotted a specified aggregate maximum minutes per calendar month to make calls to Off-Net fixed geographical or mobile destinations, as identified in the Charges Schedule or Order (as applicable), except that no more than fifty percent (50%) of the allotted maximum number of minutes per calendar month can be used to make Off-Net Calls to mobile number destinations and international number destinations. Customer will be billed overage charges described below if the 50% limit is exceeded. There is no charge for calls to On-Net destinations. Off-Net Call minutes to the Orange-provisioned phone numbers are unlimited. All traffic or usage not included in the flat fee package ordered by Customer will be subject to additional charges per destination and per usage (e.g. additional countries, special number, specific usage, etc.), as applicable and as set forth in the Charges Schedule or Order. All traffic or usage exceeding the aggregate maximum minutes allotted in the flat fee package is subject to an overage charge per destination and per usage, as applicable and as set forth in the Charges Schedule or Order. All allotted unused minutes will expire at the end of the calendar month and will not roll or carry over to the following calendar months. The minutes allotted in the flat fee package cannot be transferred, assigned, shared with, or applied to any other account, plan, or end user.
- 1.10.4 **Optional Features Charges**
  - (a) The Charges for the following optional features consist of one-time and monthly recurring Charges, and these Charges will be billed on per Location and per End Point bases where each optional feature is activated:
    - (i) Voice VPN;
    - (ii) continuity option (i.e. Overflow on Transit/Arrival, Overflow on Access, Load Balancing, Exception Rules); and
    - (iii) Black List / White List.
  - (b) A monthly recurring charge will apply for each active or inactive DID telephone number added to the Disaster Recovery Plan or Single Number Reach routing plan.
  - (c) One-time and monthly recurring Charges will apply to the Online Reporting Tool, Call Detail Records, and Self-Monitoring optional features.

## 1.11 For Business Talk Provided in the United States

This Clause 1.11 applies to Business Talk provided in the United States ("U.S.").

- 1.11.1 **CPNI.** For Business Talk provided in the United States, Orange will not disclose Customer's CPNI to third parties, and third parties will not be permitted to access or use Customer's CPNI, except as permitted by law. CPNI will be disclosed by Orange by telephone or in person (a) only by Orange's dedicated account representative for Customer, and (b) only to the person(s) authorized by Customer to be the contact with Orange and to receive the CPNI from Orange. Customer may establish an online account to enable access to CPNI. Access to Customer's online account will be protected by a password that is not based on Customer account information. Customer will be required to reset the password if the password is lost or forgotten.
- 1.11.2 **US Regulated Services.** The Parties acknowledge and agree that the supply of certain Business Talk features and functionalities under this Agreement within the United States is dependent upon federal or state licensing or other regulatory requirements ("U.S. Regulated Services"). With the exception of all Business Talk Services that fall under the definition of "Interconnected VoIP" (as defined in Section 9.3 of 47 C.F.R.), U.S. Regulated Services requiring compliance with federal regulatory requirements will be provided to Customer by Orange Business Services U.S., Inc. ("Orange US"), and those requiring compliance with state regulatory requirements will be provided to Customer by France Telecom Corporate Solutions L.L.C. ("FTCS"), which is a U.S. Affiliate of Orange US. FTCS will provide all U.S. Interconnected VoIP Services. For U.S. Regulated Services, Orange agrees to assume responsibility for the coordination of that component of the Business Talk for Customer. If Customer is not domiciled in the U.S. and it wishes to order U.S. Regulated Services for any Locations in the U.S., Orange may require that Customer's U.S. Affiliate first execute a local agreement with Orange US. U.S. Regulated Services will be invoiced in the U.S. either on separate monthly invoices issued by Orange US and FTCS for their respective Charges or on a single invoice issued by Orange US that specifically identifies Charges for Services provided by FTCS.

## 1.12 Online Tools Business Talk Online Tool

The Parties may use the Business Talk Online Tool to transact Orders (including change Orders) for Business Talk, and Customer will be deemed to have approved such Orders when any User of the Business Talk Online Tool approves the Orders via the Business Talk Online Tool. Changes to an Order may require a change Order and may be subject to additional charges depending on the nature and scope of the change. Customer will ensure that all Users of the Business Talk Online Tool will: (a) protect and not share the logins, passwords, access codes, or other credentials for accessing the Business Talk Online Tool, and (b) comply with Orange's instructions, policies, rules and procedures regarding access and use of the Business Talk Online Tool.

**1.13 Data Processing**

Exhibit C sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of the Business Talk. If Customer subscribes to the Call Detail Records Option, Orange will provide Customer with access to the CDRs of the Business Talk callers in accordance with the lawful instructions of Customer to enable real-time monitoring and reporting. Customer confirms that it is has given appropriate notices and has obtained appropriate consents from the Data Subjects to enable the Processing of the CDRs. For all Locations that have Business Talk with SIP Trunk with Access Type Bring Your Own Carrier, Customer acknowledges and agrees that Orange may share Personal Data (e.g. the Customer-allocated or ported numbers if required by Customer or the Cloud Telephony Provider, etc.) with Customer's Cloud Telephony Provider to connect the Business Talk to the Cloud Telephony Provider's service.

**EXHIBIT A    IMPORTANT EMERGENCY 911 DISCLOSURE AND NOTICE FOR BUSINESS TALK LOCAL VOICE SERVICES WITH IP ACCESS IN THE USA**

The rules of the Federal Communications Commission ("FCC") require that Orange and France Telecom Corporate Solutions, LLC ("**Company**"), the affiliate of Orange Business Services US, Inc. licensed to provide local voice services in the United States, inform Customer of any differences between the 911 access capabilities available with our voice over internet protocol services, including SIP Trunking as included in the Orange Business Talk Local Voice Services ("**VoIP Services**"), as compared to the 911 access capability available with traditional wireline voice service. It is important that you understand how these differences affect your ability to access 911. You agree to share this U.S. Emergency 911 Notice with all authorized users, guests and other third parties who may have access to the VoIP 911 service at your premises. Prior to establishing access to the VoIP Services for an end-user, Customer must provide the end-user with a copy of the telephone warning "stickers" (the text of which is available at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>) and directions to place the sticker on or near the end-user's VoIP telephone. It is recommended that Customer also include on its own employee-facing website ("intranet") a link to the US Emergency 911 Notice and stickers.

Customer acknowledges and understands that VoIP Services are not telephone services. The Service connects to the Internet or a dedicated connection, which is different from a traditional telephone line. There are IMPORTANT DIFFERENCES between telephone service and VoIP Services. 911 service associated with Your VoIP Service has certain limitations compared with traditional 911 service, which are as follows:

- You understand and acknowledge that: (a) should you change your use of your Service without first notifying Company, and/or (b) should you choose to operate your service outside of your address as registered with Company either temporarily or permanently, 911 service will not operate properly and your ability to access 911 service will be adversely affected.
- You agree to notify Company immediately should you change your use of Service, including without limitation, should you move the location or municipal address from which you use your Service, and You must also immediately update Your information accordingly on the online portal. The URL for the online portal can be found in the Business Talk Online Tool. You acknowledge that it may take up to 5 days for any change in address to be processed. You authorize Company to disclose your name, telephone number, Registered Location Address, and other relevant identifying information to third-party service providers, including without limitation, call routers, call centers, and PSAPs, for the purpose of dispatching emergency services personnel to your location.
- Service Outages. You acknowledge and understand that during Internet or dedicated connection service outages for any reason whatsoever, the VoIP Service, INCLUDING 911 SERVICE, will not work.
- Loss of Service Due to Power Failure. You acknowledge and understand in the event of a power failure, the VoIP Service, INCLUDING 911 SERVICE, will not work. If there is an interruption in the power supply, 911 SERVICE, will not function until power is restored. A power failure or disruption may require you to re-set or reconfigure Equipment prior to using the VoIP Service.
- Service Outage Due to Suspension of Your Account. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent VoIP Service, INCLUDING 911 SERVICE, from functioning.
- You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to traditional wireline voice 911.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS, WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING TO THE 911 SERVICE EXCEPT TO THE EXTENT SUCH INJURY, DEATH OR DAMAGE RESULTS FROM COMPANY'S NEGLIGENCE IN, OR VIOLATION OF LAW APPLICABLE TO, THE PROVISION OF SUCH SERVICE, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS) FOR ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) WHICH COMPANY MAY SUFFER OR INCUR, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO 911 SERVICE WITH VOIP SERVICES (HOSTED PBX, VOIP OR SIP TRUNKING) EXCEPT TO THE EXTENT SUCH LIABILITIES, CLAIMS, DAMAGES, LOSSES OR EXPENSES, RESULT FROM COMPANY'S NEGLIGENCE IN, OR VIOLATION OF LAW APPLICABLE TO, THE PROVISION OF SUCH SERVICE.

Customer acknowledges that it is Customer's sole responsibility to provide the necessary information contained in this U.S. Emergency 911 Notice and telephone stickers to all end-users to whom Customer offers access to VoIP Services.

I acknowledge that I have received, read, and understand this U.S. Emergency 911 Notice. I represent that I am a representative of the Customer identified below and authorized to execute this Notice on behalf of such Customer.

Customer Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT B IMPORTANT EMERGENCY 911 DISCLOSURE AND NOTICE FOR BUSINESS TALK LOCAL VOICE SERVICES WITH IP ACCESS IN CANADA

### ExB.1 Terms of Service - 911 Service Provisions and Limitation of Liability

**Description:** VoIP services allow people to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and Orange VoIP service customer acknowledges its understanding of and agrees to the differences that exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services. Orange VoIP service customer acknowledges and agrees that it is solely responsible for informing its individual employees and other end-users of the Orange VoIP service (referred to herein as "end-users") of the differences between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services. Prior to establishing access to the Orange VoIP service for an end-user, Orange VoIP service customer must provide the end-user with a copy of these *Terms of Service- 911 Service Provisions and Limitation of Liability*, notifications, and telephone warning "stickers" (the text of which is available at <http://www.orange-business.com/en/local-regulatory-and-tariff-information>) and directions to place the sticker on or near the end-user's VoIP telephone. Orange VoIP service customer must annually provide all end-users with reminders of the 911 service limitations and stickers and directions to place the sticker and reminder on or near the end-user's VoIP telephone. It is recommended that Orange VoIP service customer also include on its own employee-facing website ("intranet") a link to the *Terms of Service - 911 Service Provisions and Limitation of Liability*, notifications, and stickers.

**911 Service:** Because of the unique nature of VoIP telephone calls, emergency calls to 911 through the Orange VoIP service will be handled differently from traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls. Orange VoIP service customer hereby acknowledges and understands the differences between traditional 911 service and VoIP 911 calls placed to emergency services from numbers assigned to Orange VoIP service customer's account as described below. Orange VoIP service customer acknowledges that it is the Orange VoIP service customer's sole responsibility to provide the necessary information contained in these *Terms of Service - 911 Service Provisions and Limitation of Liability*, notifications, and telephone stickers to all end-users to whom Orange VoIP service customer offers access to Orange VoIP service.

**Placing 911 Calls:** Due to the limitations of the VoIP service, 911 calls will be routed differently from 911 calls made using traditional telephone service. When a 911 emergency call is made, the VoIP service will attempt to automatically route the 911 call through a third-party service provider, or call center, that will then route the call to a Public Safety Answering Point ("PSAP") based on registered address information provided by the Orange VoIP service customer. This third-party service provider is different from the PSAP that would answer a traditional 911 call which has access to automatically generated end-user address information. Consequently, the end-user may be required to provide the end-user's name, address, and telephone number to the third-party service provider answering the 911 call.

**How Your Information is Provided:** The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the registered name, address and telephone number associated with the Orange VoIP service customer account and associated phone number from which the call is made. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the end-user's name, phone number, or physical location. Therefore, when making a 911 emergency call, the end-user must immediately inform the dispatcher of his or her location (or the location of the emergency, if different). If the end-user is unable to speak, the dispatcher may not be able to locate the end-user if the location information associated with the Orange VoIP service customer account and associated phone number is not up to date.

**Correctness of Information:** The Orange VoIP service customer is responsible for providing, maintaining, and updating correct contact information (including name, residential address, and telephone number) associated with all VoIP lines associated with Orange VoIP service customer's account. If the address associated with an Orange VoIP service customer account line changes, Orange VoIP service customer must immediately provide notification to its Orange account customer service representative of the change of information by phone. Orange VoIP service customer must also immediately update the address information on the online portal. The URL for the online portal can be found in the Business Talk Online Tool. If the end-user does not correctly identify the actual location where the end-user or emergency is located, or if the Orange VoIP service customer's account and associated phone number address information is not up-to-date, 911 calls may be misdirected to an incorrect emergency response site.

**Disconnections:** The end-user must not disconnect the 911 emergency call until told to do so by the dispatcher as the dispatcher may not have the end-user's number or contact information. If the end-user is inadvertently disconnected, the end-user must call back immediately.

**Connection Time:** For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect than a traditional 911 call.

**911 Calls May Not Function:** Orange VoIP service customer acknowledges and understands that for technical reasons, the functionality of ALL VoIP Service, including 911 VoIP emergency calls, may cease or be curtailed in various circumstances, including but not limited to: congestion, failure of service or system access equipment including telephone handsets, power failure, disruption, or loss of Internet connection, as explained more fully below. These events may require that Orange VoIP service customer or the end-users reset or reconfigure the equipment in order to re-establish the Orange VoIP Service and the availability of the 911 service. Orange is not responsible for resetting or reconfiguring of the equipment.

**Congestion:** For technical reasons, including network congestion, a 911 emergency call may produce a busy signal or take longer to connect than a traditional 911 call. Orange VoIP service customer acknowledges that there may be a

greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing the Orange VoIP Service as compared to 911 dialing over traditional public telephone networks.

**Failure of Service or System Access Device:** If the system access equipment fails or is not configured correctly, or if the VoIP service is not functioning correctly for any reason, including: power outages; VoIP service outage; suspension or disconnection of service due to billing issues; network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; change of location of the system access equipment to a location other than that associated with the Orange VoIP service customer account and associated number(s); the Orange VoIP service customer or its end-users may need to reset or reconfigure the system access equipment before the end-user is able to use the VoIP service, including for 911 emergency calls.

**Power or System Outage:** Orange VoIP service customer acknowledges and understands that a service outage for ANY reason including power outage or internet system outage will terminate the availability of ALL VoIP Service, including 911 service.

**Alternate Services:** If Orange VoIP service customer or any of its end-users are not comfortable with the limitations of 911 emergency calls, Orange recommends that Orange VoIP service customer terminate the VoIP services or consider an alternate means for accessing traditional 911 emergency services.

**Notification to End-Users:** Orange VoIP service customer acknowledges and agrees that it is responsible for notifying all end-users of the nature and limitations of 911 emergency calls of the VoIP services as described herein.

**Provision of End-User Address Information:** An end-user's initial location will be registered as a part of activation of the Orange VoIP service customer's Orange VoIP Service. It is the Orange VoIP service customer's responsibility to immediately notify Orange of changes in the accuracy of the physical address associated with any phone numbers assigned to the Orange VoIP service customer's account and to immediately update the information on the online portal available at [https://portal.911.west.com/orange-business/users/sign\\_in](https://portal.911.west.com/orange-business/users/sign_in) (or such other URL as may be identified from time to time by Orange) in case of any changes, additions or transfers of phone numbers or re-location of VoIP phones. Orange disclaims any and all responsibility if the location information is not updated immediately, if there is any delay or difficulty on the part of Orange in notifying the third-party service emergency service provider of the updated location, or if end-user does not correctly identify the actual location of the emergency to the third-party service provider answering the 911 call.

**Customer Authorization to Disclose End-User Information:** Orange VoIP service customer authorizes Orange to disclose the name, address, and telephone number associated with Orange VoIP service customer and with each end-user VoIP telephone line to third parties involved in providing 911 dialing including, without limitation, call routers, call centers, and local emergency centers.

**Liability:** Orange VoIP service customers are advised to review this section with respect to Orange's 911 limitations of liability and to provide access to this information to end-users:

Orange does not have any control over whether, or the manner in which, calls using VoIP 911 dialing are answered or addressed by any emergency call or response center. Orange disclaims all responsibility for the ability of the equipment to connect to an emergency response center, the conduct of the emergency response center and the public safety answering point. Orange relies on third parties to assist in routing 911 calls to emergency response centers and a public safety answering point. Orange disclaims any and all liability or responsibility in the event that data used by such third party to route the call is incorrect or yields an erroneous result. Orange does not have any control over the Internet connection. Neither Orange, its officers nor its employees may be held liable for any claim, damage or loss and Orange VoIP service customer hereby waives any and all such claims or causes of action, arising from or relating to Orange's VoIP 911 dialing service. Orange VoIP service customer shall defend, indemnify and hold harmless, Orange, its officers, directors, employees, affiliates, agents and assigns, and any other service provider who furnishes services to Orange VoIP service customer in connection with the equipment or Orange VoIP service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, counsel fees), including claims based in negligence, gross negligence, willful misconduct or recklessness, by or on behalf of Orange VoIP service customer, any end-user or any other third party relating to the absence, failure, or outage of the equipment, including VoIP 911 dialing, incorrectly routed VoIP 911 calls, incorrectly entered end-user address information, and/or the inability of any end-user to be able to use VoIP 911 dialing, or access emergency service personnel. If Orange VoIP service customer or its end-users are not comfortable with the limitations on VoIP 911 dialing, Orange VoIP service customer and end-users should have an alternative means of accessing traditional 911 services.

#### CUSTOMER ACTIVATION - EXPRESS CONSENT

The undersigned Customer has read and understood the 9-1-1 service limitations contained in the Orange VoIP *Terms of Service - 9-1-1 Service Provisions and Limitation of Liability* and its responsibilities thereunder and the limitation of liability of Orange.

Customer Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Date

**EXHIBIT C THIS DESCRIPTION OF PROCESSING APPLIES TO THE PROCESSING OF CUSTOMER PERSONAL DATA FOR THE PROVISION OF BUSINESS TALK**

|   |   |
|---|---|
| Nature of the Processing Activities   | Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer.<br>Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of each Service, such as recording, organization, modification, combination, pseudonymization or anonymization.  |
| Subject Matter of the Processing Activities   | Duration  |
| Activating and implementing the Services and changes to the Services.<br>Incident management and support.   | For the necessary period to provide the Service plus 6 months.  |
| In accordance with the Service Description and the options selected:  |   |
| Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.                                 | As per Service Description or Customer instructions.  |
| Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services. | As long as necessary for the provision of the Services.   |
| Types of Customer Personal Data to be Processed   | Contact Data: first name, last name, email address, business address and telephone numbers.<br>Usage Data: the usage related data to the extent related to natural persons, that Orange collects from Services it provides to its Customers.<br>Support Data: Customer representative or end user service ticket information (including feedback, comments, or questions) and if applicable, Customer representative or end user telephone recordings for incident.<br>Technical Data: internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system, and platform, as well as other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service, e.g. Call Detail Records (CDRs). |
| Categories of Data Subjects   | Representatives of Customer and or its affiliates.<br>Customer employees with an account on one of Orange Business service portals used for Business Talk service.<br>End customers phone numbers of our customers.   |
| Authorized Sub-Processors   | Orange Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.<br>Orange suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.   |

**END OF SERVICE DESCRIPTION FOR BUSINESS TALK SERVICE**