

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER – AVAYA

1.1 Service Overview

The Business Together - Avaya Services include (a) Deployment, and (b) Incident Management - Maintenance (for Customer-managed Equipment) or Service Restoration (for Orange-managed Equipment). With Incident Management - Service Restoration, Customer also will receive (a) Availability Management, (b) Configuration Management, (c) Service Level Management, (d) Change Management and (e) Release Management, all as described more fully below. Any Voice Services or any other Services provided by Orange will be described in a separate Service Description(s) attached to this Agreement and will be subject to additional Charges.

1.2 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms elsewhere in the Agreement. 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.

"Additional Equipment" means any Equipment installed by Orange at a Location and for which Orange provides Business Together – Avaya Services.

"Change" means a modification to the software or hardware configuration of the Equipment.

"Change Catalog" means the Orange schedule of Changes provided as part of the Change Management Services, which schedule may be modified by Orange from time to time. A copy of the Change Catalog will be provided to Customer upon request or be made available at a URL identified by Orange.

"Customer Network" means Customer's IPT telecommunications system (e.g. all applicable routers, switches, and servers) that is comprised of the Equipment.

"Customer Operations Guide" or **"COG"** means the document developed by Orange and Customer that details the support parameters and procedures for, as well as the listing of all Equipment that receive, the Business Together – Avaya Services.

"Customer SPOC" means Customer's single point of contact who will be responsible for assisting Orange with ongoing tasks related to the Business Together – Avaya Services.

"Documentation" means user guides, education materials, product descriptions and specifications, technical manuals, and other information relating to the Products, as provided by the Vendor.

"End of Support" means Vendor's decision to discontinue or limit the scope of its support services for Vendor's products that Vendor or third party manufacturer has declared "end of life", "end of support", "end of service", "manufacturer discontinued", or similar designation.

"Equipment" means the IPT telecommunications hardware and software manufactured or provided by Avaya and for which Orange provides Business Together - Avaya Services as identified in an Order, including any Business Together - Avaya CPE but specifically excluding any CPE that may be provided as part of the Orange Voice Services.

"Existing Equipment" means Equipment installed at a Location prior to Customer placing such Equipment under the Business Together - Avaya Services and for which Orange will provide Business Together - Avaya Services.

"Gateway" means the equipment that provides a platform for the integration of voice, electronic mail, or fax messages.

"GCSC" means the Orange Global Customer Support Centers.

"Hardware" means the IPT telecommunications hardware provided by Orange pursuant to this Service Description, including any hardware purchased by Orange from a third party.

"Incident" means a fault, failure, or malfunction in the Proper Operational Condition of the Equipment. For Orange-managed Equipment, an "Incident" also means an abnormal condition in the Equipment that is automatically detected by Orange and that indicates a failure of such Equipment.

"IP PBX" means the equipment that provides PBX functionality via an IP-based platform.

"IPT" means IP Telephony, which is a method of providing telephone communications through an IP network.

"License" means the authorization required by a Software licensor for Customer's or User's use of the Software.

"Products" means individually and collectively the IPT hardware, Software and Documentation purchased by Orange on behalf of Customer, as requested by Customer in an Order.

"Proper Operational Condition" means the correct operational status of the Equipment, as defined by the Vendor or by Orange, which includes the ability of the Equipment to run its specified operating system software, but not applications software.

"Scheduled Maintenance" means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Business Together - Avaya Services, Orange Voice Services, or the Orange systems and network (and associated software and hardware configurations) supporting such Services.

"Site Audit" means an audit of Existing Equipment performed by Orange to determine if the Existing Equipment is in Proper Operational Condition or if Orange can support Customer's IPT network and architecture.

"Site Survey" means the survey of the Location performed by Orange to determine if the Location meets the necessary requirements for the proper installation and functioning of the Equipment.

"Spares" means the whole units or modules of the Equipment used to replace or repair Equipment that is not in Proper Operational Condition.

"Update" means minor hot fixes, patch levels and service pack modifications or additions that, in the sole opinion of Orange, when made or added to the IP PBX or Gateway Software provide minor functionality changes but do not change the overall utility, functional capability or application.

"Upgrade" means any change to the Software other than an Update, including a new revision of the Software or the addition of one or several functions or modification to the Software that, in the opinion of Orange, changes the functionalities or quality of the Software.

1.3 Deployment

1.3.1 International Procurement

1.3.1.1 **Software Licensing.** Customer authorizes Orange to act on Customer's behalf to obtain in Customer's name from the Software licensors the required number of personal, nontransferable, and nonexclusive Licenses to use, in object code form, the Software and related Documentation. These Licenses will be limited to use of the Software with the Hardware for which the Software was obtained or, on a temporary basis, on back-up Hardware when the original Hardware is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed to in writing by the Software licensor. Customer will comply with the terms and conditions of the Licenses. If the terms of this Agreement as it relates to the Software conflict with the Licenses, then the terms of the Licenses will control. Customer acknowledges that the Software is copyrighted by the Software licensors, and Customer agrees to comply with the Orange pass-through rights under all relevant copyright laws. Customer agrees to execute all documents, instruments, and agreements, including the Licenses that may be required by the Software licensor, failing which the Software will be promptly returned to Orange in its original condition for a refund, as reasonably determined by Orange. Orange will not be responsible for Software defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by the licensor.

1.3.1.2 Logistics

- (a) **Shipment and Delivery.** Orange will instruct the Vendor to ship all Products contained in an Order in one shipment. Orange will notify Customer if a partial shipment is necessary.
- (b) **Importation by Customer to Locations.** Products will be shipped from the Orange facility or directly from the Vendor and will be addressed directly to the Location under the User name, unless otherwise agreed to by the Parties.
- (c) **Selection of Carrier.** Orange will arrange for and will prepay all freight charges, including transportation and handling charges and all brokerage fees for delivery of the Products to the Locations, which will be re-invoiced to Customer at the cost to Orange plus a 10% percent handling fee, or at the rate otherwise agreed to by the Parties. Unless Customer provides Orange with specific shipping instructions, Orange will select the carrier(s) and arrange for shipment. Orange will not thereby assume any liability in connection with the shipment, nor will the carrier be construed to be an agent of Orange.
- (d) **Taxes.** For international shipments, the Products will be shipped 'Delivered at Place (DAP)', unless otherwise agreed to by the Parties.

1.3.1.3 **Acceptance of Products.** Customer will notify Orange in writing within 5 days of the delivery of the Products to the Location if the Products do not conform to the corresponding Order or if the Products as delivered by the carrier are damaged. If Customer does not provide the notice within such time, the Products will be deemed accepted as of the date on which the Products were delivered to the Location.

1.3.1.4 **Exercise of Warranty Rights Against the Vendor.** When Products are purchased from Orange without the Incident Management Services and Customer has warranty rights against the Vendor that it wishes to execute, Customer will request a Return Materials Authorization ("**RMA**") number from Orange if one is required from the Vendor and Customer must provide the correct Product information (e.g. serial numbers, purchase date and physical address) required by the Vendor as part of the RMA process. All charges incurred by Orange in connection with this process will be invoiced to and paid by Customer, plus an administration fee of 10%.

1.3.1.5 **Cancellation.** If Customer cancels an Order for Products, then Customer will pay all charges for which Orange is or becomes liable in connection with such cancellation (including any cancellation or re-stocking charges for which Orange may be liable to the Vendor, shipping costs, etc.), plus an administration fee of 10% to Orange.

1.3.2 **Site Surveys.** If ordered by Customer, Orange will perform a Site Survey. Any Site Survey that (a) requires more than 4 hours to complete (including travel time of the field engineer), or (b) is performed outside of Business Hours, such Site Survey shall be subject to additional Charges based on the Hourly Labor Rate. Customer will provide all assistance and information reasonably requested by Orange. If the results of a Site Survey indicate that further preparation to the Location is needed, Customer will ensure that all such preparations are completed prior to Orange providing any further services. If Customer fails to complete all required preparations to the Location, Orange will be relieved of its responsibilities to provide any Business Together - Avaya Services for such Equipment at that Location until it has been properly and fully prepared. In addition, Customer will pay the Hourly Labor Rate, plus the cost of

materials, for additional on-site visits resulting from non-performance of Customer's obligations. Additional Charges will apply if Customer requests Orange to arrange and complete the necessary preparations to the Location.

- 1.3.3 **Staging.** If ordered by Customer, Orange will stage the Equipment. When required, Customer will provide a "gold disk" containing a complete image of all software applications and data, including configuration tables, needed to bring the Equipment into service. If such information is not available on a gold disk and/or if Orange determines a staging to be complex, Orange will notify Customer of, and the Parties will discuss in good faith and agree in writing on, any additional services that may be required to stage the Equipment and the charges applicable thereto.

1.3.4 **Installation**

- 1.3.4.1 **Orange Responsibilities.** Orange will: (a) Confirm that the Location has been properly prepared and that the Equipment has been delivered to the Location; (b) Unpack, inventory, and install the Equipment; (c) Interconnect the Equipment to the demarcation, test the Equipment and provide Customer with the test results, and initiate turn-up using the Installation Documentation; and (d) Notify Customer promptly if any problems occur during installation that may adversely affect the installation process.

Orange will not be responsible for any failure to complete an installation by the Committed Delivery Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability by Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.

- 1.3.4.2 **Customer Responsibilities.** Customer will notify Orange if any User timeframes for installation and support have changed from the information contained in the Order. If the User cancels an installation Order, Customer will promptly advise Orange of the redeployment of the Equipment for installation at a different Location or if the Equipment should be returned to the Vendor and pay the relevant early termination charges.

- 1.3.4.3 **Installation Failures.** Successful installation of the Equipment assumes that the network portions are correctly installed and operational. If Orange is unable to complete installation of the Equipment due to a network failure, Orange will, upon Customer's request, work with Customer to diagnose and resolve the problem at the Hourly Labor Rate, plus the cost of materials.

1.4 **Incident Management**

1.4.1 **General Service Terms**

- (a) **Customer Operations Guide.** The Parties will work together to complete the COG prior to the commencement of the Incident Management Services. The COG is intended to be an accurate reflection of the current status of the Incident Management Services, and as such may be revised on an on-going basis to reflect all changes during the Service Term.
- (b) **Remote Access.** Customer will provide Orange with remote access to the Customer Network for Orange to provide the Incident Management Services.
- (c) **Commencement of Incident Management Services.** Orange will commence the Incident Management Services only after the installation of all Equipment, CPE, all required remote access, and the necessary configuration of Orange internal systems has been completed, as applicable.
- (d) **Customer's Responsibilities.** Customer will provide a local contact name and telephone number for each Location. The Customer SPOC will participate at all operational project reviews. Customer is fully responsible for the operation, support, and environment for any other telecommunications network equipment that is not supplied or managed by Orange. Customer is responsible for effecting any changes necessary to the Equipment, such as access rights, that will permit remote monitoring or troubleshooting. Customer will participate in all activities required for the commencement and on-going delivery of the Incident Management Services.

1.4.2 **Incident Reporting**

Customer will promptly report all Incidents to the GCSC in accordance with the Incident reporting procedures provided by Orange; Customer also may report Incidents online using the Orange My Service Space web portal ("MSS"), and Customer will provide all information regarding the Incident as requested by MSS and/or by Orange.

Orange will not accept calls regarding Incidents from any source other than Customer. Orange will not be responsible for providing Incident Management Services if an Incident is not reported in accordance with this Clause 1.4.2.

If Orange determines that an Incident for which it received a call from Customer is due to a configuration error or other Customer's error, then Orange will invoice Customer for the time and resources used by Orange in handling the call and Incident at the Orange then-current Hourly Labor Rate.

1.4.3 **Incident Management - Maintenance**

Orange will provide Incident management and remediation upon receipt of a call from Customer regarding an Incident or Customer's report of an Incident online using MSS. Incident Management - Maintenance consists of restoring the Equipment to Proper Operational Condition through remote diagnostics and troubleshooting or on-site replacement of non-functioning Equipment. In no event will Orange configure or reconfigure any software for Equipment managed by Customer or any third party.

- (a) **Remote Troubleshooting and Diagnostics.** Orange may perform first level diagnostics and remote troubleshooting ("Diagnostics") prior to dispatching a field engineer to the Location. Diagnostics may consist of assignment of a severity or priority level code and/or determination of the Incident at the component level when

possible. Customer will provide a point of contact who will be available to provide Orange with technical assistance when Orange performs Diagnostics. If Orange is unable to restore the Equipment to Proper Operational Conditions through Diagnostics and Diagnostics have identified the need for replacement of the Equipment, Orange will provide Parts-Only Maintenance Services or On-Site Maintenance Services, as ordered by Customer.

- (b) **Parts-Only Maintenance Services.** Orange will provide Customer with the Spare to replace the faulty Equipment, subject to and in accordance with Clause 1.4.3.3(a) (Return of Faulty Equipment, Parts-Only).
- (c) **On-Site Maintenance Services.** Orange will provide On-site Maintenance Services for Equipment only if ordered by Customer. A field engineer will be dispatched to the Location upon request by the Customer, and the field engineer will use commercially reasonable efforts to restore the Equipment to Proper Operational Condition as soon as practicable.

On-Site Maintenance Services may include: coordination of the delivery of Spares with the arrival of the field engineer; coordination of Incident determination through additional remote diagnostics and troubleshooting procedures with the GCSC and appropriate Customer contact as necessary; and replacing defective parts and field replacement units with Spares (subject to Clause 1.4.3.2).

The field engineer will be dispatched to the Location based on the applicable service level (e.g. 7x24x4, 8x5xNBD, etc.) as ordered by Customer. If Customer has not ordered On-Site Maintenance Services for a Location but requests Orange to provide such Maintenance Services to resolve an Incident, then the On-Site Maintenance Services will be considered Out of Scope Work subject to additional charges. Upon completion of the On-Site Maintenance Services, the field engineer will contact the GCSC to confirm Incident resolution and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate call closure.

Orange will install the software provided by the Vendor with any Spares used in providing the Maintenance Services. Otherwise, physical configuring or reconfiguring of the Equipment is not included in On-site Maintenance Services which, upon Customer's request for such services, will be subject to additional Charges. Physical configuring or reconfiguring of the Equipment is not included in On-site Maintenance Services and, upon Customer's request for such services, will be provided at the Hourly Labor Rate, plus the cost of materials.

1.4.3.1 Commencement of Incident Management - Maintenance. In addition to the terms of Clause 1.4.1(c), the following terms will apply to the commencement of Incident Management - Maintenance.

- (a) **Existing Equipment.** For Existing Equipment, Orange must receive all Orders for Incident Management – Maintenance (including any Orders for the renewal of such Services) at least 60 days prior to the commencement date. Orange will commence Incident Management - Maintenance for Existing Equipment on the date agreed upon by the Parties in writing. If requested by Orange, Customer will provide, in electronic format, a complete database of all Existing Equipment by location and by type as reasonably requested by Orange, including model number, configuration, and serial numbers. Customer will certify, to the best of its knowledge, that the Existing Equipment listed in the Orders has been continuously maintained and is in Proper Operational Condition at the time of execution of the Orders. Customer will make available, wherever possible, all maintenance records relating to the Equipment.

Prior to commencement of the Incident Management - Maintenance at any Location, the Parties will review the list of Existing Equipment at each Location and, if Customer is unable to certify that Existing Equipment has been continuously maintained or if otherwise necessary, the Parties will make arrangements to conduct a Site Audit, charged at the Hourly Labor Rate, plus the cost of materials. If the Parties elect not to perform a Site Audit, Orange may agree to commence Incident Management - Maintenance provided that Orange shall be entitled to charge Customer additionally in the event it is determined that the Incident is due to a lack of on-going maintenance.

- (b) **Additional Equipment.** Orange will commence Incident Management - Maintenance for Additional Equipment upon completion of the installation of the Additional Equipment. The Parties recognize that the lead-time for acquisition and deployment of Spares for new Equipment types is subject to availability of the Spares from the Vendor. When Spares for Additional Equipment are initially unavailable, Orange will use commercially reasonable efforts to provide Incident Management - Maintenance at the Hourly Labor Rate, plus the cost of materials, until the Spares become readily available in sufficient quantities from the Vendor. Notwithstanding anything to the contrary contained in this Agreement, including any SLA, the monthly recurring Charge for Incident Management - Maintenance and any applicable Service Levels will apply only when the necessary Spares for the Additional Equipment become available.

1.4.3.2 Spares

- (a) **Equipment other than IP Phones.** If set out in an Order, Orange will be responsible for providing Spares for the Equipment (excluding IP phones), and Orange will provide such Spares at a level that is consistent to meet applicable levels of service (e.g. 7x24x4, 8x5xNBD, etc.), although the Spares will not be dedicated specifically to Customer. If Customer requests dedicated Spares, then such Spares will be provided at an additional charge.
- (b) **IP Phones.** For IP phones, Customer may elect to purchase On-site Sparing. If Customer purchases On-site Sparing, Customer will purchase additional IP phones from Orange that will be stored at the Locations and used to replace faulty IP phones.

1.4.3.3 Return of Faulty Equipment

- (a) **For Parts-only Maintenance Services**, Customer will timely return the faulty Equipment in accordance with the shipping instructions provided with the Spare, using the box in which the Spare was delivered. If no shipping instructions are provided with the Spare, Customer will timely return the faulty Equipment pursuant to the Orange instructions, using the box in which the Spare was delivered. Except as otherwise agreed upon by the Parties in writing, Customer will be responsible for all costs associated with returning the faulty Equipment, including all shipping and handling charges, duties, and any charges incurred by Orange as a result of Customer's failure to return the faulty Equipment in a timely manner, plus an administrative charge equal to 10% of the Equipment then-current list price to Orange.
- (b) **For On-site Maintenance Services**, Orange will be responsible for shipping and returning the faulty Equipment as required. All non-functioning Equipment replaced by a Spare will become the property of Orange, and all Spares installed to replace non-functioning Equipment will become the property of Customer.

1.4.4 **Incident Management - Service Restoration.** Incident Management - Service Restoration consists of restoring the Equipment managed by Orange to Proper Operational Condition. With Incident Management - Service Restoration, Orange also will restore the IPT service, including data restoration, with the Configuration Management, Service Level Management, Change Management, Release Management and Capacity Management Services described in Clauses 1.5 through 1.10 below.

1.4.4.1 **Customer Service Manager (CSM).** Customer will receive support from a designated English-speaking CSM, who will be available during Business Hours. The CSM will proactively manage the Incident Management - Service Restoration to maintain or improve performance of such Services as needed, as well as maintaining a status of log of, and update Customer regarding, outstanding Incidents.

1.4.4.2 **Incident Detection.** In addition to the reporting procedures described in Clause 1.4.2 above, Orange will provide a set of systems and processes that automatically detects Incidents in the Orange-managed Equipment. However, the automatic detection of Incidents will not function: (a) during a power outage; or (b) during periods of Scheduled Maintenance. Orange will notify Customer of Incidents so detected by Orange and will provide Incident Management - Service Restoration upon such detection.

1.4.4.3 **On-Site Maintenance Services and Spares.** Orange will provide the On-site Maintenance Services described in Clause 1.4.3 above(c) for all Equipment receiving Incident Management - Service Restoration. Orange also will be responsible for providing Spares for the CPE. For IP Phones, Orange will provide the On-site Sparing described in Clause 1.4.3.2(b) above as part of Incident Management - Service Restoration.

1.4.5 **Incident Management Services Exclusions.** The Incident Management Services will not apply to any IP phone, except as expressly provided in Clause 1.4.3.2(b). Orange will not be liable for damages for loss of use of Equipment caused by any of the following (collectively "**Limitations**"):

- (a) temperature or electrical current fluctuation, Equipment that has become so debilitated as to be beyond reasonable repair;
- (b) damage caused by adjustments and repairs made by persons other than Orange, or personnel approved in writing by Orange;
- (c) damage caused by computer viruses; and/or
- (d) any instabilities in the operation of the Equipment caused by or related to the use of software not provided by Orange; combinations of Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange.

Interventions and repairs rendered necessary by the above causes may be performed by Orange at Customer's request, subject to additional Charges.

Incident Remediation Services do not include:

- provision of operating supplies or accessories;
- electrical work external to the Equipment;
- maintenance of attachments or other devices not listed in a fully executed Order; and
- correction of software databases or programming errors or any errors or damages caused by or arising out of input or error.

1.4.6 **Customer Responsibilities.** Customer will:

- (a) ensure that the proper telecommunications connections and environmental conditions, including temperature and humidity, are maintained at the Location within the tolerances specified by Orange or the Vendor;
- (b) follow all installation, operation, and maintenance instructions of Orange or the Vendor, as applicable;
- (c) provide reasonable communications facilities, work space and storage space for Spares, if requested by Orange; and
- (d) maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data, or programs to the extent Customer deems necessary.

Except as otherwise expressly provided in this Service Description, Orange will not be responsible for reconstructing data or the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the performance of Services hereunder.

1.4.7 **Reporting.** Upon Customer's request, Orange will issue performance reports for the Incident Management Services provided. The Parties agree that all reports generated by Orange will be in written and electronic format. All reports will be considered Confidential Information, and the Parties will use such reports for internal analysis only.

1.4.8 **Obsolete Equipment.** When a Vendor has notified the market that a type of Equipment is no longer supported ("**Obsolete Equipment**"), Orange will manage the withdrawal of Customer's Obsolete Equipment from Incident Management Services following a two-phase approach.

Regular reviews will be held to assess the ongoing availability of Spares and engineering skills, and Customer will be notified in advance as to the proposed date when the Obsolete Equipment will be formally withdrawn from the Services hereof.

During Phase 1 of the process (the "**Initial Notice Period**"), Orange will advise Customer that it will be reducing the level of service provided after 3 months and that Customer should begin reviewing alternate equipment types and budgeting for technology refresh programs. During Phase 1, all current levels of service will remain in place, and new installations will be undertaken only on the express agreement that these will be included in the withdrawal process at the end of the Initial Notice Period.

During Phase 2 (the "**Reduced Support Period**"), Obsolete Equipment will be supported on a "labor only" basis, and Customer will be responsible for the provision of Spares. The Obsolete Equipment will be supported only during Business Hours, and no additional Obsolete Equipment will be installed or will receive Incident Management Services. After 3 months of the Reduced Support Period, all formal support will be withdrawn on such Equipment.

Notwithstanding the foregoing, for Cobranded Maintenance Services, if Spares are provided by Avaya for the Cobranded Maintenance Services, the Maintenance Services provided by Orange for any Obsolete Equipment (including Software) will be provided in accordance with Avaya's policy for the relevant Equipment and Software. In no event will Orange provide Maintenance Services for Equipment following the End of Support date identified by the appropriate Vendor, unless otherwise expressly agreed upon by Orange in writing. Orange also will not be responsible or liable for the failure to provide any Maintenance Services (or its failure to meet any applicable Service Level) if Orange is unable to perform the Maintenance Services because remote access to the Equipment is not available.

1.5 Availability Management

Availability Management is required with Incident Management - Service Restoration. The goal of Availability Management is to optimize the capability of Customer Network, Services and support to deliver cost-effective and sustained quality service levels in accordance with the Agreement. Availability Management gathers and stores real-time performance data from the Equipment and provides daily on-line performance reports through MSS. Availability Management includes:

- **Proactive Monitoring.** Customer Network is monitored remotely (24x7) utilizing remote access management tools. Significant performance exceptions are opened as trouble tickets and managed by the GCSC to resolution. Monthly trend analysis and quarterly tactical recommendations will be provided. Customer Network performance is analyzed to document normal behavior. When a significant performance event is detected, the problem will be addressed by an Orange technician and escalated to Customer in accordance with the performance management process specified in the COG. Incident reports detailing all significant performance exceptions will be provided to Customer at monthly intervals via email.

Orange also will identify, investigate and otherwise address Chronic Incidents; an Incident will be considered "chronic" when at least 3 Incidents of any severity are reported during the previous month for Customer at the same Location and for the same connection. If Orange determines that a Chronic Incident is due to Orange or is undefined, Orange will open a Chronic case and create an action plan. If Orange determines that the Chronic Incident is due to Customer, Orange will review its findings with Customer.

- **Automated Performance Reporting.** Orange will perform a regular analysis of Customer Network performance trends and present quarterly tactical recommendations. Customer Network performance reports also will be examined, pinpointing both short and long-term IPT network deficiencies and will be delivered by email and posted in MSS.

1.6 Configuration Management

Configuration Management is required with Incident Management - Service Restoration. Orange will document changed server, router, and/or switch configuration data each day for any Equipment located on Orange premises. Customer is responsible for backing up changed server, router, and/or switch configuration data each day for all Equipment at the Locations, and Customer will provide such configuration information to Orange as may be requested by Orange.

Summary reports detailing the significant configuration changes may be provided monthly by the CSM upon Customer's request.

1.7 Service Level Management

Service Level Management is required with Incident Management - Service Restoration.

The CSM will prepare and deliver a report for the Incident Management Services, including Executive Summary and Operational Highlights, once a month covering data collected during the previous month.

The CSM will discuss the Executive Summary and Operational Highlights with Customer at a monthly or quarterly meeting. For Incident Remediation Services, the CSM may conduct a weekly operational review to review any Incidents that may have a materially adverse impact on the ability of Orange to meet a Service Level.

In cases where the Orange performance is below the applicable Service Levels, the CSM will document and explain the Orange performance, including any mitigating circumstances. The CSM also will initiate improvement plans to meet the applicable Service Levels and monitor such results.

1.8 Change Management

1.8.1 **Orange-managed Equipment (including Business Together - Avaya CPE) Receiving Incident Management - Service Restoration.** Changes based on the Change Catalog are available to Incident Management - Service Restoration. Each month Customer will receive a specified number of Changes identified in the Change Catalog or in the Charges Schedule (the "**Change Monthly Credit**"). Any additional Changes, or Changes provided in lead times other than those expressly provided for the Change Monthly Credit, are subject to additional Charges. Changes included in the Change Monthly Credit but not used by Customer during a month will not be carried over into the following month. Customer will request all Changes through the Orange Change Management Desk.

Orange will classify the type of Change based on the level of complexity (e.g. Simple or Complex) in the Change Catalog, and any type of Change not identified in the Change Catalog will be considered a "major" Change, which shall be charged additionally at the rate mutually agreed upon.

1.8.2 **Customer-managed Equipment Receiving Incident Management - Maintenance.** Orange will implement Hardware Moves, Adds, and Changes ("**Hardware MACs**") on Customer-managed Equipment receiving Incident Management - Maintenance as described in this Clause 1.8.2, subject to the Hourly Labor Rate, plus the cost of materials.

Customer will ensure that such changes will not interfere with the proper operation of Customer's network, the Orange Network, or Orange Voice Network.

1.8.2.1 Hardware MAC General Provisions

(a) **Scheduling.** Orders for Hardware MAC Services must be received by Orange at least 5 Business Days prior to the date such Hardware MAC Service is required. Orange will not be responsible for any failure to complete a Hardware MAC by the Committed Delivery Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability of Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.

(b) **Hardware MAC Rescheduling.** If the requested date for performance of a Hardware MAC needs to be revised, Customer will provide at least 3 Business Days advance notice of such revision.

1.8.2.2 **Equipment Deinstallation.** Orange will not deinstall Equipment during the first 12 months of the applicable Service Term except as part of an Equipment relocation in the same country. Any deinstallation required after expiration of the first 12 months of the Service Term is subject to at least 60 days prior notice. If Customer requests Orange to store the deinstalled Equipment, Customer will pay Orange all actual costs for packing materials, shipping and handling, plus a handling fee of 10%.

1.8.2.3 **Customer Responsibilities.** Customer will:

- (a) supply Orange with the exact configuration of the Equipment and Location being deinstalled;
- (b) provide shipping information or disposal instructions for the de-installed Equipment;
- (c) provide alternate contact information (if available); and
- (d) arrange for storage and shipment of boxes and Equipment with the Location.

1.8.2.4 **Orange Responsibilities.** Orange will:

- (a) Conduct a comprehensive inventory of the Equipment to be deinstalled and record model and serial numbers in a format agreed to by the Parties prior to deinstallation.
- (b) If the Equipment scheduled for deinstallation will be shipped from the Location, Orange will ensure that packing materials are placed in a mutually agreed local storage site, pending shipment; disconnect all cables from the Equipment, pack, and label the boxes for shipping; prepare the Equipment for shipping in accordance with Customer's instructions; and arrange for shipment of the Equipment with local carriers.
- (c) If the Equipment scheduled for deinstallation will be disposed of, Orange will dispose of such Equipment in accordance with the disposal instructions provided by Customer. Orange will have no liability, and Customer will defend, indemnify, and hold harmless Orange from and against any and all Losses arising out of or related to the disposal of the Equipment.
- (d) Orange will notify Customer when the Location or the Equipment has been successfully deinstalled.

1.8.2.5 **Moving Equipment within a Location.** Customer will ensure that the new site is properly prepared and will provide the necessary documentation with the specifics for the Equipment move, in accordance with the provisions hereof.

1.8.2.6 **Moving Equipment between Locations.** Movement of Equipment between Locations will be treated as a complete deinstallation of the original Location requiring an inventory of the Equipment, and complete installation at the new Location in accordance of the procedures set forth in Clause 1.3.4 (Installation) and Clause 1.8.2.2 (Equipment Deinstallation). If within the same country and no service level change is required, any movement of Equipment

between Locations will not be deemed an early termination by Customer of the Maintenance Services, and no early termination charges will apply. However, if the Equipment is not reinstalled at a new Location within 3 months of the deinstallation, Orange may assess early termination charges. If any movement of Equipment is between different countries or requires a change of the applicable service level, additional charges may apply.

1.8.2.7 **Modifying and Upgrading Equipment.** Customer will provide Orange with written notice of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Equipment. Orange will determine in its reasonable discretion whether to continue to provide the Maintenance Services for such Equipment upon review of Customer's notice. If Orange agrees to continue to provide the Maintenance Services for such modified Equipment, the Parties will negotiate the appropriate Charges for staging, installation and maintenance of enhancements, engineering change orders ("**ECOs**") and changes required by a governmental or regulatory entity for product safety reasons ("**Safety Changes**") (collectively "**Equipment Changes**") on a case by case basis.

1.9 Release Management

1.9.1 **Orange-Managed Equipment.** As part of the Business Together - Avaya Services for Orange-managed Equipment and subject to prior written approval from Orange, Customer may receive the Release Management Service - Proactive Software Maintenance. On a regular basis, Orange will review Avaya's recommended Updates for the IPT Products. If the IPT Products receive Incident Management - Service Restoration, Orange will deploy remotely the Updates that Orange, in its sole discretion regarding Emergency Releases, determines are needed, at a time mutually agreed upon by the Parties and at no additional charge. It may be necessary to take the Equipment and Customer's network off-line to implement the Updates. When possible, Orange will work with Customer to minimize any impact this may have, and Orange will try to implement all such Updates remotely during a maintenance window agreed upon by the Parties. If the Customer Network is customized and Orange cannot update the software remotely, installation of Updates will be charged at the Hourly Labor Rate for such services, plus the cost of materials. If needed, Orange will arrange for a field engineer to provide on-site assistance and system reboot during Updates. In no event will Orange provide Upgrades as part of Release Management – Proactive Software Maintenance unless mutually agreed upon by the Parties in writing. Any Upgrades so agreed upon by the Parties will be subject to additional Charges.

1.9.2 **Release Management Activities.** Updates are classified as follows:

- **Emergency Releases.** An Emergency Release is a solution to address an Incident or a temporary measure to prevent interruption of Service. An example is a correction(s) produced, tested, and authorized by Orange to resolve a problem with Service.
- **Minor Release.** A Minor Release is implemented as a planned activity and not intended to address an Incident. It is designed to improve performance, functionality or to address non-conformance issues.
- **Major Release.** A Major Release is typically a technology refresh, migration of a Service or Software version update. It may include changed, improved, and/or additional functionality and features. Charges for a Major Release will be done on a case-by-case basis and charged to and paid by Customer.

1.10 Capacity Management

Capacity Management is required with Incident Management - Service Restoration. Orange will provide Customer Network inventory information and voice statistics. The reports will include up-to-date information on the solution capacity needed to facilitate changes, which may necessitate a solution upgrade as well as changes to the Customer Network.

Reports will be delivered on a monthly basis and may also include recommendations on solution components, such as Customer PSTN, LAN, and WAN access and server upgrades.

- **Capacity Assessment.** Orange will review technical indicators on a monthly basis and document in a report. Such reports will be delivered via email and posted in MSS.
- **Capacity Planning.** Orange will provide monthly trend analysis and quarterly tactical recommendations that will also be included in the report.

1.11 Charges

Charges are subject to adjustment, by the sole discretion of Orange, on January 1 of each year to reflect or account for any changes in the applicable pricing index(es); provided, however, that the total monthly charges for the Maintenance Services may not increase by more than 10% from year to year. Any Out of Scope Work provided by Orange as part of the Services will be charged at the Hourly Labor Rate applicable to the country in which such work is performed, plus an administrative charge of 15%.

END OF SERVICE DESCRIPTION FOR BUSINESS TOGETHER – AVAYA