

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH MICROSOFT SERVICE (FOR MICROSOFT TEAMS)

1.1 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 set forth herein will control for purposes of this Service Description.

"Additional Equipment" means any Equipment installed by Orange at a Location and for which Orange provides Service.

"Anywhere 365® Dialogue Cloud" or **"Anywhere365®"** means the dialogue management platform delivered by Workstreampeople B.V., as a cloud-based contact center and included as part of the Orange Contact 365 service.

"AudioCodes MediaPack®" means a type of Gateway to connect analogue and fax devices.

"Business Talk Service" means the services described in the separate Service Description for "Business Talk Service" attached to the Agreement or set forth in the Publication (published on <https://www.orange-business.com/en/service-publication>).

"Change Management" means the process referenced in Clause ExB.4 of Exhibit B.

"Change" has the meaning set forth in the Service Description for Service Management.

"ChangeWeb" means a Service feature used by Customer to submit Change requests for Direct Routing.

"Client Devices" means the workstation, telephone or other device including the hardware and software that Users use to connect to the System for the Service.

"Contact 365" means the Orange omni-channel cloud-based contact center (enabling voice channels) based on the Anywhere365 cloud collaboration, communications, and customer engagement platform integrated into the Microsoft Environment and hosted on servers that are controlled by Microsoft and managed by a third party vendor (WorkstreamPeople).

"Customer Service Manager" or **"CSM"** has the meaning set forth in the Service Description for Service Management.

"Date of Acceptance" means the date on which Orange successfully completes its acceptance testing for the Service or a Service component. If no Orange acceptance testing applies to a Service or Service component, then the Date of Acceptance will be the date on which Orange notifies Customer the Service or Service component is ready for use or the date when Customer confirms its acceptance, whichever occurs first.

"Direct Routing" means the integration performed by Orange with the phone system capability within Microsoft 365 to connect third party SIP Trunks to Microsoft Teams, enabling the ability to make and receive calls.

"Effective Date" means the date of completion of Service Transition and transfer of full responsibility for the System from the Service Transition project team to Service Management by Orange.

"Equipment" means the System hardware and embedded software manufactured or provided by Vendor and for which Orange provides Service.

"Gateway" means a device located at a Customer Location that provides local access to the Public Switched Telephone Network (PSTN).

"Graph API" means a web application programming interface that enables access to Microsoft cloud services resources.

"Hosting Center" means the Orange facility where all or part of the System is installed.

"Incident" has the meaning set forth in the Service Description for Service Management.

"Microsoft 365 Tenant" means the virtual container within Microsoft 365 which holds a customer's information such as users, domains, and configurations.

"Microsoft 365" or **"M365"** refers to the Microsoft® 365 cloud-based suite of software.

"PowerShell" means a task automation and configuration management framework from Microsoft, consisting of a command-line shell and the associated scripting.

"Proper Operational Condition" means that the System is functioning in accordance with the Vendor's specifications and the parameters set forth in this Service Description.

"SBC" means session border controller.

"Scheduled Maintenance" has the meaning set forth in the Service Description for Service Management.

"Scope of Work" means, collectively, the SRF and other documents agreed in writing by the Parties that detail the design of the Service and Customer-specific requirements that are not described in this Service Description.

"Self-Care Portal" means a Service feature used by Customer to submit Change requests and perform User management for Tenant Management.

"Service Deployment" means the period between the time that an Order is accepted by Orange and the time that the Service commences, during which period Customer and Orange will define the specific requirements and complete preparation activities for the Service.

"Service Design" means the process to design the System in accordance with the requirements of Customer, based on the information collected during the assessment process.

"Service Management" means the management of the operation of the implemented System as defined in Exhibit B.

"Service Request Form" or **"SRF"** means the form that details Customer's specific Service requirements.

"Service Transition" means the process to implement the System in accordance with the System design specified in the Scope of Work; the process to establish operational procedures and processes in readiness for Service Management; and the process to migrate the Users to the Service.

"Service" means the Business Together With Microsoft Service, as described in this Service Description.

"Severity Level" has the meaning set forth in the Service Description for Service Management.

"SIP Trunk" means a line that carries multiple voice channels between a Location and the Orange Network, using SIP (Session Initiation Protocol) as a transmission protocol.

"Supporting Documentation" means Customer Operations Guide (also referred to as the COG) as defined in Clause ExB.1.1(a) below, the technical specifications, and operations processes documentation for the Service provided to Customer by Orange.

"System" means the collection of hardware and Software elements that are used by Orange to deliver the Services (and excluding Microsoft 365 Teams platform).

"TAM" means technical account manager provided by Orange to provide support to Customer for the Tenant Management service, in addition to the Service Management described in Exhibit B below.

"Target Date" means the expected date for delivery of a Service or Service component to Customer as specified in the relevant Order. The Target Date may also be referred to in the Agreement as the **"Committed Delivery Date"**.

"Teams" or **"Microsoft Teams"** means cloud-based team collaboration software that is part of the Microsoft 365 suite of applications. The core capabilities in Microsoft Teams include business messaging, calling, video meetings and file sharing.

"Tenant Management" means day-to-day activities to manage Microsoft Teams via the Microsoft 365 administration center, PowerShell, or Graph API.

"Users" means the employees, contractors, agents, and other persons authorized by Customer to use the Services.

"Vendor" means Microsoft®, AudioCodes, WorkstreamPeople, or other supplier of Equipment used in the System.

"VPN" means Virtual Private Network.

1.2 Overview

1.2.1 The Specific Conditions for Integration Services apply to the Service as well as with respect to Clause 1.7.1, the specific conditions for the Hosting Services. The Service enhances the capabilities of Microsoft 365 and Teams by offering Direct Routing, Tenant Management, and Contact365. As part of the Service, Orange will design, install, configure, and provide Service Management, Equipment maintenance and other operational support services necessary to maintain the System in Proper Operational Condition, all based on the information provided by Customer in a Scope of Work. The Scope of Work will identify the number and types of servers, Gateways, AudioCodes MediaPacks®, and other devices needed for the System, which will depend in part on the number of Users and Customer Locations receiving the Service.. The purchase of Equipment by Customer from Orange for use in the System is subject to the Integration Specific Conditions. Responsibility as between Orange and Customer for validating local legal and regulatory compliance of any connectivity (e.g. SIP Trunks) used with the Service depends upon whether such connectivity is provided by Orange or by a third party provider selected by Customer as further described below.

1.3 Service Elements

1.3.1 **Direct Routing.** Orange integrates its Business Together With Microsoft (for Microsoft Teams) and Business Talk Services with Microsoft Teams to provide a global Direct Routing capability to Microsoft Teams that allows multi-national corporations to centralize voice services with a single provider. The Business Talk Service is provided separately in accordance with and subject to the Service Description for Business Talk Service, and Orange is responsible for validating that Business Talk Services when used with the Services comply with local laws and regulatory restrictions where provided. If Customer provides third party SIP Trunks to enable Direct Routing (rather than purchasing Business Talk Service), Orange will only be responsible for the configuration and management of the required Gateways but will otherwise have no responsibility for the management or performance of such third party SIP Trunks and Customer shall be solely responsible for validating that its third party-provided SIP Trunks are compliant with all local laws and regulatory restrictions.

1.3.2 **Tenant Management (Optional Service).** The Tenant Management optional Service provides enterprise voice features within the Microsoft Teams application in accordance with Customer's requirements as specified in the Scope of Work. Optional and customized activities need to be specified during Service Design. Tenant Management is generally categorized into four different user profiles (Standard Microsoft 365, Standard Cloud Voice, Enhanced Microsoft 365, and Enhanced Cloud Voice). The below table summarizes the features available to each user profile.

Feature Category	Activity	Standard Microsoft 365	Standard Cloud Voice	Enhanced Microsoft 365	Enhanced Cloud Voice
User On-boarding	Set up and configuration of M365 users and Administration support.	Yes	No	Yes	No
	Set IP and configuration of voice policies.	No	Yes	No	Yes
	Set up and configuration of voice users.	No	Yes	No	Yes
Tenant User Management	Tenant monitoring of M365 services.	Yes	No	Yes	No
	License Capacity.	No	No	Yes	Yes
	Delegation of the Phone System and Calling Voice routing policies and Teams features (Calling) updates.	No	Yes	No	Yes
	Calling Plan.	No	Yes	No	Yes
Service Management	Technical account manager (TAM).	Yes	Yes	Yes	Yes
	Service Reporting and Improvement Plan.	Yes	Yes	Yes	Yes
	24x7 helpdesk.	Yes	Yes	Yes	Yes
	Incident and Problem Management Microsoft escalation support.	Yes	Yes	Yes	Yes
	End User Self Care - License Activation.	Yes	Yes	Yes	Yes
	Change Management – moves, adds, changes, delete.	Yes	Yes	Yes	Yes
	Advanced monitoring and reporting – Quality of Experience.	No	Option	No	Option
User Adoption Services	End user - Online training on demand.	Option	Option	Yes	Yes
Phone Management	Configuration, change, and proactive release management services.	Option	Option	Option	Option
Phone Number Management	Manage all Customer phone numbers in a single place.	No	Option	No	Option

For these profiles, the following activities are provided:

- Voice: UC and PBX Call Control, visual access to voicemail, Teams voice, voice policies, routing rules, dial plans, E911/emergency calling capabilities (where available and subject to Customer IP PBX capabilities and the Service Description and requirements of the Business Talk Service), delegation, response groups and auto-attendant, dial out to PSTN, receive calls from PSTN). Note: For avoidance of doubt, none of the activities described in the table above apply to the Microsoft 'Location Information Service' ("LIS") within Customer's Microsoft 365 Tenant that enables the routing of E911/emergency calls. Customer is solely responsible for all aspects of the LIS including, without limitation, its management; configuration of location data, related network elements, and emergency routing policies; and the accuracy of all data that resides in the LIS.
- Analog Device services (subject to the Analog device capability).
- Common Area phone (features depend on Customer configuration and cloud voice profile); charged to Customer as an activated User).
- Teams Phone System (features in the latest Microsoft release).

1.3.3 **Contact 365 (Optional Feature):** The Contact 365 optional feature is described in detail and provided in accordance with the separate Service Description for Contact 365 as set out on the Publication.

1.3.4 **Phone Management (Optional Feature):** Phone Management is an optional feature of the Service, subject to additional Charge, that includes the following services by which Vendor firmware and software updates are provided to the Teams phones of Customer:

- Configuration management:
 - Configure and set-up the native Teams phones in Teams administration center.
- Change management:
 - Perform change management on Teams phones, which will be done via the Orange Self-Care Portal;
 - Can be integrated into the standard Change Management process.
- Four types of changes for native Teams phones are available:
 - Change device name.
 - Upgrade firmware.
 - Create configuration profile.

- Assign configuration profile.
- Release management:
 - Periodic assessment of running firmware and validation scope for Direct Routing.
- Software updates - scheduling and coordination of at least two per year.
 - Per phone, per site or for the entire Customer global estate.

In order to provide the Phone Management for native Teams phones, Orange must have access to the Customer Microsoft 365 Tenant. This requires providing Orange one of the following access rights:

- Teams service administrator; or
- Teams communications administrator.

1.3.5 **Phone Number Management (Optional Feature):** Phone Number Management is an optional feature of the Service, subject to additional Charge, that is designed to manage all Customer phone numbers. While primarily designed for a Microsoft Teams phone system, it can be applied to other telephony systems. With Phone Number Management, Customer can:

- Automate phone number allocation based on multiple criteria (location, telephony platform, PSTN provider, category, type);
- Freeze or reserve a number for a period of time with automated free up;
- Maintain the number database up to date by checking assignment from M365;
- Import all Customer phone number ranges from any telco providers;
- Integrate phone number management with Customer's User provisioning via the Self-Care Portal;
- Use API mode to include Phone number management in the Customer business process.

Orange will not change, modify, or manipulate numbers provided by Customer. The provision of telephone numbers by Orange to Customer is subject to Orange standard telephone number allocation and usage rules.

1.4 Service Delivery Model

An Orange SBC is hosted in the Orange Hosting Center to avoid the need to deploy and manage gateways locally (unless local deployment is specifically required) due to local restriction on central hosting). In both cases the SBC is provisioned by Orange specifically for Customer.

Orange implements up to four regional Direct Routing hubs (France, Singapore, Atlanta, and India) which will integrate each Location with the Business Talk PSTN service, depending on the geographic region of the Customer Locations. These hubs will be responsible for routing all off-net PSTN calls within region (except sites where full local voice services are not available, in which case OffNet PSTN calls are routed via the local SBC). These hub sites use dedicated virtual SBC's based on AudioCodes Mediant Virtual Edition which will be setup in high availability mode. Orange connects a qualified SBC to the Customer Microsoft 365 Tenant and Business Talk SIP trunking service.

As part of the Services, Orange will provide the following:

- **Service Strategy & Design:**
 - Assessment of the requirements of Customer and Customer's existing infrastructure to enable the design of a System that addresses the requirements of Customer.
- **Service Design:**
 - Design of the System in accordance with the requirements provided by Customer and documented during this process in the Scope of Work to enable technical migration process.
- **Service Transition:**
 - Transition Planning & Support.
 - Supply and installation of System infrastructure components in Hosting Centers.
 - Service Management will be provided as detailed in Exhibit B attached hereto.

1.5 Customer Requirements for the SRF

As part of the Service Design process, the Parties will complete one or more Scopes of Work. Customer will provide all accurate relevant technical specifications and documentation requested by Orange for the Service, and Orange will reasonably assist Customer in completing the Scopes of Work.

1.6 Customer Contacts

Customer will identify a primary and secondary contact and up to 5 additional contacts in the SRF submitted for the Service. Customer will also identify a local contact for each Location in each relevant SRF. Orange may require Customer to identify additional contacts if required. Customer will ensure that all contacts are available and can be contacted by Orange 24 hours a day, 7 days a week. Orange will respond only to Service requests and calls regarding Incidents issued by such contacts. The methods used to contact the designated Customer contacts will depend on the applicable Severity Level. All contacts will be made in English.

All changes to Customer's primary contact must be made in writing on Customer's letterhead and signed by a senior manager in Customer's organization. Customer's primary contact will ensure that:

- (a) all contact information in the SRF is current;
- (b) Orange is notified before and after any planned outages or configuration changes to Customer's IT infrastructure used for the Service (including, without limitation, desktops, LAN, WAN, telephony, security, and Active Directory services); and
- (c) all configuration changes are scheduled at least 5 Business Days in advance.

1.7 System Location

1.7.1 **Hosting Center.** The System will be located at Hosting Centers stated in the Statements of Work. Orange reserves the right to change the locations of its Hosting Centers in its sole discretion and cost, subject to Change Management. If Customer's VPN or SIP Trunk is not provided by Orange, then Orange will provide limited rack space in each Hosting Center for Customer's WAN routers at an additional charge and Customer will be solely responsible for validating that its VPN and SIP Trunks are in compliance with all applicable local laws and regulations. Any other additional space and electric power at the Hosting Center needed or requested by Customer for use with the Service will be subject to Orange's approval and additional Charges.

1.7.2 **Site Survey.** For servers, Gateways, and other components of the System that are to be located at a Customer Location, Orange will perform a site survey to determine if the Location meets the necessary requirements for the proper installation and functioning of such components ("**Site Survey**"). Any Site Survey that is performed outside of Business Hours, whether to complete the work started during Business Hours or by reason of Customer's request, is subject to additional Charges based on the Hourly Labor Rate. A Customer representative must always accompany the Orange field engineer during the Site Survey. Customer will provide all information reasonably requested by Orange to enable Orange to perform the Site Survey.

If the results of a Site Survey indicate that further preparation to Location is needed, Customer will ensure that all such preparations are completed before Orange will install the System components. If Customer fails to complete all required preparations to any Location, Orange will be relieved of its responsibilities to provide the Service at that Location until 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. Site Surveys will not determine the circuit load or voltage measurements for the existing power source. Customer is responsible for providing proper circuit load and power. Orange shall not be responsible for damage to any Equipment or any personal injury caused by incorrect power provisioning or electrical circuit overload.

1.7.3 **System Environment for Customer Location.** For System components located on a Customer Location, Customer will ensure that the proper environmental conditions, as specified by Orange or the Vendor(s) of the components, are maintained at the Location (including, without limitation, uninterrupted and clean power supply, air conditioning, and a network connection for remote management). Customer also will ensure that the System components are located in a secure environment to prevent unauthorized access.

1.8 Release and Deployment Management (Software Maintenance)

1.8.1 **Microsoft 365 Teams Software.** Customer is required to obtain directly from Microsoft or one of its authorized resellers the required Microsoft licenses and provide the necessary Microsoft software, web browser and client software, including all updates and upgrades thereto, to enable Users to access and use the Service throughout the Service Term. The Client Device software versions used by Customer may affect or limit the features and functionality available with the Service, and Orange will identify to Customer the features or functionality that will not be supported. Customer is responsible for the deployment of Client Device software patches, releases, and upgrades as provided by the Client Device manufacturer (e.g. Microsoft) unless Customer purchases Device Management feature of Tenant Management.

1.8.2 **Session Border Controller software.** For System components provided by Orange, Orange will obtain the required software licenses on Customer's behalf and provide the necessary server, security, and management software identified by Orange and will ensure that the System software is maintained to enable Users to access and use the Service. These licenses will be non-exclusive, royalty free and non-transferable, to use the System to the extent necessary for receiving the Service. Orange will release updates for the Direct Routing SBC.

1.8.3 **Contact 365.** This Clause 1.8.3 applies if Customer has purchased a license for the Anywhere365 software (including all updates and upgrades) pursuant to the Service Description for Contact 365 to enable its Users to access and use Contact 365 during the Service Term of the Service. The Client Device software versions used by Customer may affect or limit the features and functionality available with the Service, and Orange will identify to Customer the features or functionality that will not be supported. Customer is responsible for Microsoft Azure SQL server, the deployment of Client Device software patches, releases, and upgrades as provided by the Client software licensor, Microsoft. WorkstreamPeople will release production and beta install files for the Anywhere365 Dialogue Cloud core solution, WebAgent, the Anywhere365 Dialogue Cloud SBC, and Dialogue Studio. These releases are made on a per Customer basis in case of bug fixes and for new features requested by a Customer. Orange is responsible for release updates on Microsoft SharePoint templates that support Anywhere365.

1.9 **Service Access.** The Service does not include any of the local area network or wide area network required for using the Service, including VPN connections and bandwidth, internet connectivity (e.g. 3G, 4G, WiFi) or any network

connections otherwise needed for the Service, which Customer shall provide. For the avoidance of doubt, such network facilities must be provided for both the Hosting Centers and Customer Locations. Customer is responsible to ensure that such network facilities are of sufficient bandwidth and comply with the Service requirements of Orange during both Service Design and Service Management. For the Customer network, Customer must either be a subscriber to Orange network services, or alternatively provide a third-party network service.

- 1.10 Connection to PSTN.** The Service may be connected to PSTN using a SIP Trunk connection or by using PSTN gateway devices, subject to the Service Design and further detailed in the Scope of Work. For SIP Trunk connection, Customer must either be a subscriber to the Orange Business Talk Service, or alternatively provision a third-party SIP Trunk approved by Microsoft. Provision of the connection to PSTN and associated voice services and call charges are not included in the Service.
- 1.11 Connection to Customer PBX Systems.** If agreed and defined in a Scope of Work, the Service may also be connected to third-party PBX systems such as the Cisco and Avaya systems for call control and co-existence with Customer's existing telephony services. Orange may provide reasonable assistance to maintain the connection between the Service and Customer's PBX systems; however, any extended support requirements and professional services consultancy required as a result of the malfunction of Customer's PBX systems will be subject to additional charges.
- 1.12 Partner of Record.** Customer names Orange Business Services its partner of record for the specific Microsoft services linked to Microsoft Teams. Customer must notify Orange if any modifications to its partner of record.
- 1.13 Minimum Commitment**
- 1.13.1 Customer agrees that during the Service Term, Orange shall invoice and Customer shall make payments for a minimum of 500 activated Users per region (the regions are defined by Orange), except that during the first 12 months after Service implementation, this minimum volume commitment shall not be applicable. This Clause shall not apply to Orders made by Customer for the Services to be provided on a trial or proof of concept basis.
- 1.13.2 Notwithstanding anything to the contrary contained in the General Conditions, in the event of an early termination of the Service by Customer without cause or by Orange for cause, Customer shall be liable for the Charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination, which will be the Charges applicable to the greater of (a) 500 activated Users per region, or (b) the actual number of activated Users in Customer's initial Order per region.
- 1.14 Acceptance and Invoicing.** Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Customer will be deemed to have accepted each Service component on the date on which Orange issues a Service Commencement Notice for each Service component (e.g. Direct Routing, Tenant Management, etc.), unless Customer notifies Orange in writing of a material fault in the Service within 5 days of Customer's receipt of the Service Commencement Notice, notwithstanding any provision to the contrary in any Specific Conditions. In the event of a timely notified material fault, the above process will be repeated. Orange shall invoice Charges for each Service component upon its acceptance.
- 1.15 Charges.** For Direct Routing, a one-time Charge and a monthly recurring Charge applies. Unless otherwise agreed between the Parties, the monthly recurring charges for optional Tenant Management will be based on the number of activated Users on the Service in accordance with the different User profiles defined in Clause 1.3.2 of this Service Description, each common area phone will be charged as an activated User. Additional monthly and usage charges apply for Network Services, and any other services otherwise provided to Customer by Orange as part of an overall unified communications solution that are not directly part of this Service. Additionally, Charges for professional or consulting services, implementation, Equipment hosting, and Equipment are detailed in the Charges Schedule or on individual Orders.
- 1.16 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 this Service. Orange shall have no responsibility or liability with respect to Customer's Personal Data that is stored or otherwise processed by the Microsoft 365 platform or other Microsoft platforms used by Customer.

EXHIBIT A SERVICE TRANSITION**ExA.1 Transition Planning and Support**

Transition planning and support ensures that the requirements of Customer are effectively realized in Service Management. Transition to the Service includes two main activities: the installation and configuration of the System as defined in the Scope of Work including servers, Gateways, other devices and associated services, and the migration of all Users to the Service.

ExA.1.1 **Milestones.** At any time during Service Transition, Customer and Orange may mutually agree in writing to reassess: the deployment (timing or content) of System; the deployment (timing or content) of supporting infrastructure necessary for the proper operation of Service such as network bandwidth; the migration of individual Location and Users to Service. Such reassessments shall be discussed during the transition review meetings. Parties agree to not unreasonably delay the migration beyond the agreed target date in the Scope of Work.

As applicable, during Service Transition, Orange is responsible for:

- Defining the process between Orange and Customer for Service Management;
- Enabling the support of Service, including providing the COG to enable Customer to access the Orange support desk;
- Gateways located at Customer Locations enabling remote management of Service, including if necessary, ensuring Customer has provided necessary bandwidth and security clearance;
- User provisioning (Voice policies, Dial plans, etc.) for Cloud Voice profile on Customer's Microsoft 365 Tenant; and
- Providing a detailed transition plan in accordance with the milestone dates defined in Scope of Work.

ExA.2 Migration to the Service

Unless otherwise defined in the Scope of Work, Customer is responsible for, subject to the guidance of Orange:

- (a) providing service accounts to Customer's Microsoft 365 Tenant;
- (b) upgrading all desktops in readiness for migration to the Service;
- (c) upgrading of all network bandwidth;
- (d) upgrading of all LAN infrastructure at Customer Location;
- (e) provision of PSTN connections at Customer Location;
- (f) the correct configuration of DNS entries needed for the System; and
- (g) purchasing the right level of Microsoft phone system licenses.

Phases of the Migration

Migration to the Service includes the following key stages, subject to Customer reasonable acceptance:

- (1) **Preparation Phase** – Orange will perform the following:
 - building connectivity for the Self-Care Portal;
 - building the System and infrastructure ordered as at the Effective Date;
 - testing the System infrastructure to ensure that it is ready for the migration service;
 - implement the appropriate quality management procedures;
 - secure the System in accordance with the requirements; and
 - confirm the network bandwidth recommendations for the Service.
- (2) **Migration Validation Phase:**
 - Unless otherwise defined in the Scope of Work, Customer is responsible for the successful migration of Users to the Service as specified in the Scope of Work.
 - Orange will work with Customer to identify the initial Locations and Users that will be migrated to the Service.
- (3) **Rollout Migration Phase** – Customer is responsible for the successful migration of Users to the Service.
 - Orange will provide weekly progress reports in accordance with the project review schedule.
- (4) **Transition Closure** – At the end of the transition, all Users shall have been migrated to the Service. Orange will advise Customer that the final migration has been completed successfully.

EXHIBIT B SERVICE MANAGEMENT

ExB.1 Service Management Overview

Orange will provide the Service Management processes required to maintain the Proper Operation Condition of the Service in accordance with the separate Service Description for Service Management as set forth on the Publication as supplemented by the terms set forth in this Exhibit B. In the event of a conflict between this Exhibit B and the Service Description for Service Management, this Exhibit B shall control with respect to the Service described in this Service Description.

ExB.1.1 General Service Terms

- (a) **Customer Operations Guide ("COG").** The Parties will work together to complete this document prior to the commencement of the Service. The COG is intended to be an accurate reflection of the current status of the Service, 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 at least 38 service accounts to access Customer's Microsoft 365 Tenant in order for Orange to provide the Tenant Management Service.
- (c) **Commencement of Service.** Orange will commence Service Management only after completion of the configuration of the hosted System platform, installation of all Equipment at Customer Locations, provision by Customer of all service accounts required for remote access, and the necessary configuration of Orange internal systems, as applicable.
- (d) **Customer's Responsibilities.** Customer is fully responsible for the operation, support, and environment for any other telecommunications network equipment that is not supplied or managed by Orange. Microsoft may periodically conduct customer satisfaction surveys to measure overall satisfaction with the support experience. By procuring the Services, Customer agrees to Microsoft, or Microsoft's agents, contacting Customer for the purposes of these surveys. Orange will notify Customer before any survey is conducted by Microsoft.
- (e) **End-to-End Incident Management.** Should Customer request that Orange handle end-to-end Incidents on Customer's behalf, Customer must have in effect with Microsoft a Microsoft 'Premier Contract'.

ExB.2 Configuration Management

In the case of Tenant Management, Orange is responsible for proper configuration of User profiles. If Orange discovers an issue relating to a configuration fault in Customer's active directory, Orange shall inform the Customer IT manager (or other agreed contact person) to adjust.

ExB.3 Incident Management

If Orange discovers an issue related to a Microsoft Teams application which will impact the Users' ability to set up or receive phone calls with Teams, Orange will open a ticket directly with Microsoft.

ExB.4 Change Management

Orange will configure the Service in accordance with the Scope of Work. Thereafter, Orange will implement Changes per Customer's request pursuant to the Service Description for Service Management.

ExB.5 Release Management

Orange is responsible for planning, scheduling, and controlling the build, test, and deployment of SBC releases to ensure they are aligned with Microsoft Teams. Orange will ensure that the software for SBCs and Gateways provided by Orange as part of the System are maintained to the extent necessary to enable Users to access and use the Service. The Orange release management policy for end-to-end validation of such software is once per quarter.

ExB.6 Event Management

Unless otherwise detailed in the Scope of Work, Orange is solely responsible for Event Management during Service Management, which includes monitoring the Direct Routing service on a 24x7x365 basis (System and Session Border Controllers). In case of issues, Orange will proactively detect and resolve as soon as possible. Trends and patterns are identified during analysis of significant Events. Customer Service Manager (CSM) will report these trends and patterns to Customer and highlight the improvements to the infrastructure that are proposed by Orange.

ExB.7 Access Management

Microsoft Hosting Centers are primarily the responsibility of Microsoft. Access to Customer's Microsoft 365 Tenant by Orange is a pre-requisite to Tenant Management services. It can be achieved two ways, but the minimum is one of the following two options:

1. Delegated partner administration with Microsoft Partner Network; or
2. Role-Based Access Control allowing a very fine authentication and delegation rights. In this case, Customer must create administration accounts in its tenant for Orange administrators

ExB.8 Service Level Management

Orange provides Service Levels for Service availability and guaranteed time to restore Service, pursuant to the separate Service Level Agreement for Business Together With Microsoft (for Microsoft Teams).

ExB.9 Availability Management

During Service Design, availability management for Service is established and a baseline set. Both Parties will mutually agree and document in the Scope of Work the target Service Availability for Service, including target periodic SLA Availability (percentage), and permitted Scheduled Maintenance window for each System component as appropriate.

ExB.10 Scheduled/Frequent Operational Tasks

Unless otherwise detailed in the Scope of Work, the window of operation is 24 hours a day, 365 days a year. Scheduled Maintenance Windows and Customer notifications procedures are defined in the COG.

EXHIBIT C DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR

Name of the Service: Business Together With Microsoft (For Microsoft Teams)

ExC.1 Processing Activities

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (capturing personal data in a file or software program, including the generation of metadata like Call Details Records, etc.).	Yes
Organization (organizing personal data in a software program, etc.).	Yes
Storage (keeping the personal data in a software program for a determined period, including for archiving purposes, etc.).	Yes
Modification (modifying the content or the way the personal data are structured, etc.).	No
Consultation (looking at personal data that we have stored in our files or software programs, etc.).	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means, etc.). Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	Yes
Combination (merging two or more databases with personal data, etc.).	Yes
Restriction (implementing security measures in order to restrict the access to the personal data, etc.).	Yes
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies, etc.).	Yes
Other use (if "YES" to be detailed).	No

ExC.2 Categories of Personal Data Processed (Type of Personal Data)

Categories of Personal Data Identifiable by Orange	
Identification data (ID document / number, phone number, email, etc.).	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking, and monitoring of services).	Yes
Location Data (geographic location, device location).	No
Customer Relationship Management data (billing information, customer service data, ticketing info, telephone recordings, etc.).	Yes
Financial data (bank account details, payment information).	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life, and/or orientation).	No
Categories of Personal Data Not Identifiable by Orange	
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on Orange infrastructure.	No

ExC.3 Subject-Matter and Duration of the Processing

Subject-Matter of Processing		Duration of Processing
Service activation.	Yes	For the period necessary to provide the service to the customer plus 6 months.
User authentication.	Yes	
Incident Management.	Yes	
Quality of Service.	Yes	
Invoice, contract, order (if they show the name and details of the contact person of Customer).	Yes	For the period required by applicable law.
Itemized billing (including traffic / connection data of end-users who are natural persons).	Yes	Traffic / connection data of end-users who are natural persons are anonymized or deleted 12 months after the creation of the invoice.
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	

ExC.4 Purposes of Processing

Provision of the service to Customer.

ExC.5 Categories of Data Subject

Customer's employees/self-employed contractors using or managing the service or the contract who are natural persons.	Yes
Customer's other end-users of the service who are natural persons (client of the Customer, etc.); usable by users other than internal users.	Yes

ExC.6 Sub-Processors

Sub-Processors Approved by Customer	Safety Measures
Orange Business Services entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services entities that are processing information for This Service and that are outside of the EU/EEA are communicated separately to the customer.	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL.
Orange Business Services suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the Customer.	Standard Model Clauses in contract with supplier.

END OF SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH MICROSOFT SERVICE (FOR MICROSOFT TEAMS)