

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® Attendant Console for Microsoft Teams " means the Attendant Console for Microsoft Teams delivered by Workstreampeople B.V.

"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 analog and fax devices.

"AudioCodes SmartTAP 360° Live®" is a fully-secured enterprise compliance-recording solution.

"AudioCodes SmartTAP 360° Enterprise Interactions Recording®" is an enterprise recording platform based on SIPREC.

"BRI" means basic rate interface.

"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>).

"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.

"Compliance Recording" means the process of recording phone calls in a manner intended to enable compliance with local, national, and global regulations for subsequent processing and retention as required by relevant corporate or regulatory policy. The recording provides seamless, high-quality media capture across devices and all supported endpoints for audio, video, screen share, and chat. The Customer is aware that voice recording and storage might trigger specific requirements (e.g. securing consents, opt-in or opt-out mechanisms or storing local copy) to meet some potential local country laws and regulations. Customer is expected to check with their own internal legal counsel (and/or seek external legal advice on the matter) if recording of calls will be compliant to the local country requirements that include legal or industry specific requirements.

"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).

"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 first starts using the Service, 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.

"911 Administration Portal" means the online portal where the registered location information of digital and analog devices are assigned to the telephone numbers of those devices to enable the ERSP to attempt to route 911 calls.

"911 Data File" means the data file provided by Customer that contains the registered location information (the most recent information that identifies the physical location) of its Users and end users to enable the ERSP to attempt to route 911 calls, including the validated street address of the calling party, plus additional information such as suite, apartment or similar information necessary to adequately identify the location of the calling party, subnets, switches, switch ports, and wireless access point information.

"ECRC" means Emergency Call Relay Center provided by the ERSP.

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

"ERSP" means Emergency Routing Service Provider engaged by Orange to support 911 calling.

"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.

"LIS" means the Microsoft Location Information Service, a service within Customer's Microsoft 365 Tenant.

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"**Martello Vantage DX™**" is a tool providing complete end-to-end visibility to the Microsoft 365 user experience to rapidly detect and resolve problems before they impact the user experience.

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

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

"**Operator Connect**" means the Microsoft service managed by an operator (i.e., Orange or a third party chosen by Customer) for bringing PSTN calling and PSTN conferencing to Teams, allowing customers to use their selected voice provider service.

"**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.

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

"**PRI**" means primary rate interface.

"**PSAP**" means public safety answering point.

"**PSTN**" means public switched telephone network.

"**SBC**" means session border controller.

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

"**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, all as described in Exhibit A.

"**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.

"**SIPREC**" means Session Recording Protocol, open SIP-based protocol for call recording.

"**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 excluding Microsoft 365 Teams platform.

"**Target Date**" means the expected date for delivery of a Service or Service component to Customer as specified in the relevant Order.

"**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

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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 its 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. Direct Routing provides off-net voice capabilities, to place and receive off-net phone calls centrally or locally with a Gateway, if required, subject to the Business Talk Service capability to offer voice services in different countries. 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, BRI, PRI, PSTN or internet connections to enable Direct Routing (rather than purchasing Business Talk Service), Orange will only be responsible for the configuration of the call flows based on an approved Customer request and for the management of the required Gateways and SBCs but will otherwise have no responsibility for the management or performance of such third party connectivity; Customer shall be solely responsible for validating that its call flows and third party providers and their connectivity are compliant with all local laws and regulatory restrictions.

1.3.2 Tenant Management (Optional Feature). Tenant Management provides features within Microsoft Teams in accordance with Customer’s requirements as specified in the Scope of Work. Tenant Management is generally categorized into two different user profiles, Teams Collaboration and Cloud Voice. The below table summarizes the features and options available to each user profile.

Category	Feature	Activity	Teams Collaboration	Cloud Voice
Service Compatibility	PSTN Connectivity	PSTN Connectivity settings (Direct Routing and/or Business Talk Operator Connect)	N/A	Yes
		Connection to Third Party PSTN - Direct Routing	N/A	Custom
		Connection to Third Party PSTN – Operator Connect	N/A	Available Q1 2023
Tenant Management		Migration, Activation, Audit	Yes / Custom	Yes
		Messaging features, External access & guests access, Governance, App permissions, setup, update, customization, Meeting policies & settings, Live event policies & settings	Yes / Custom	No
		Configure Audio Conferencing & Conference bridge	No	Yes
		Connect the SBC with Phone System, Voice Routing Teams Calling policies Enabling a Teams User for Voice Teams Call queue and Auto-attendant Teams Calling experience Hybrid journey with Operator Connect & Direct Routing	No	Yes

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	User On-boarding	License Capacity.	No	No
	Chat, files sharing, screen sharing, Teams Channels, Apps, Online Meeting, Video Conferencing, Live events, Webinars	Delegation of the Phone System and Calling Voice routing policies and Teams features (Calling) updates.	No	Yes
Service Management		Technical account manager (TAM).	Yes	Yes
		Service Reporting and Improvement Plan.	Yes	Yes
		24x7 Service Desk.	Yes	Yes
		Incident and Problem Management Microsoft escalation support.	Yes	Yes
		End User Self Care - License Activation.	Yes	Yes
		Change Management – moves, adds, changes, delete.	Yes	Yes
		Configuration, change, and proactive release management services.	Yes	Yes
Reporting		Advanced Reporting	Option	Option
		Employee Experience Management	Option	Option
User Adoption Services		End user - Online training on demand.	Option	Option
Success Management		Customer success Management - Standard	Yes	Yes
		Customer success Management - Premium	Option	Option
		Proactive VIP Monitoring	Option	Option
Phone Management			No	Yes
Phone Number Management	Complex Phone number assignment	Automated telephone number provisioning for a new user. Phone number processing and assignment from multi data sources and complex scenarios.	No	Option
911 calling	911 calling	Configure 911 calling Intrado provisioning for 911	No	Option

For the Cloud voice profile, the following activities are provided:

- Voice: UC and PBX Call Control, visual access to voicemail, Teams voice, voice policies, routing rules, dial plans, 911 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:** Unless Customer purchases the 911 Calling Configuration and Management optional feature described in Clause 1.3.3 below, none of the activities described in the table above apply to the Microsoft LIS within Customer's Microsoft 365 Tenant that enables the routing of 911 calls, and Customer is solely responsible for all aspects of the LIS including, without limitation, its management; configuration of location data, related network elements, and 911 calling 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).

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For the Teams Collaboration profile, the following activities are provided:

- Governance, App permissions, setup, update, customization, Meeting policies & settings.

1.3.3 911 Calling Configuration and Management (Optional Feature for U.S. and Canada): 911 Calling Configuration and Management is offered where 911 calling is available from Orange.

(a) If this feature is ordered by Customer, Orange shall be responsible only for the following activities with respect to the LIS within Customer's Microsoft 365 Tenant and the 911 Administration Portal:

- configure Customer's registered location information from 911 Data Files;
- configure required network elements (i.e., subnets, switches, switch ports, wireless access points) using 911 Data Files;
- configure 911 calling policies, subject to applicable laws and regulations, and validated and approved by Customer;
- configure Direct Routing SBCs for 911 calling;
- develop and execute an acceptance testing plan;
- if requested by Customer, provide a field engineer to a Customer Location to execute acceptance testing, subject to additional charge.

(b) Orange's provision of the 911 Calling Configuration and Management feature is contingent upon Customer performing the following Customer responsibilities:

- provide Orange with sufficient administrative level access needed for Orange to configure 911 calling within the Customer Microsoft 365 Tenant;
- provide Orange in a data file format specified by Orange accurate and complete registered location information of its individual Users and analog devices at Customer Locations and associated Customer network elements (subnets, switches, switch ports, and wireless access points) by no later than 5 Business Days prior to the date Customer intends such information to be loaded to the LIS and 911 Administration Portal;
- promptly notify Orange in writing of any changes to Customer network settings or to the registered location information of Users or analog devices via the Self-Care Portal or the Customer Service Manager. The addition or deletion of a Location is a Change subject to additional Charge;
- within 5 Business Days of Orange written request, verify the accuracy and completeness of the User and analog devices' registered location information and its configuration as uploaded by Orange to the LIS or 911 Administration Portal;
- participate in Orange's execution of the acceptance test plan and when successfully completed provide written approval of the results;
- ensure that the registered Location and CLID/ANI presented to the Orange Voice Network corresponds to the actual physical address from which the call originates in compliance with local regulations.

(c) 911 calls originating from Customer Locations are routed via Direct Routing and the Business Talk Service to the appropriate PSAP using information configured in LIS and 911 Administration Portal. Orange will also configure the Service to enable Microsoft features allowing remote end users to register their location address, thereby allowing calls originating from a location other than a Customer Location to be routed to the ECRC which shall then attempt to route the call to the appropriate PSAP. The routing of 911 calls from Teams to the PSAP or ECRC is as described in and subject to the separate Service Description for Business Talk Service. Except for those activities expressly identified as Orange responsibilities in Clause 1.3.3(a) above, nothing in this Service Description shall modify either Party's respective rights and obligations under the Service Description for Business Talk Service.

(d) Neither Orange nor its suppliers (or any of their respective Affiliates, directors, employees or agents) will be responsible or liable to Customer, Users, or their end users for, and Customer will defend, indemnify and hold harmless Orange, its Affiliates, and suppliers from and against, any and all Losses (including personal injury or death) arising out of or relating to: (i) Customer's or a User's or any of their end user's failure to fully perform each of the Customer responsibilities specified in this Clause 1.3.3 or (ii) the failure or malfunction of Microsoft Teams, Microsoft 365, or Customer's network elements. Notwithstanding anything to the contrary otherwise contained in the Agreement, any Agreement provisions regarding limitations of liability and exclusions or waivers of indirect or consequential damages shall not apply with respect to Customer's indemnity obligations set forth in this Clause 1.3.3(d).

1.3.4 Contact 365 (Optional Feature): Contact 365 is described in detail and offered in accordance with the separate Service Description for Contact 365 as set out in the Publication.

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1.3.5 **Phone Management (Optional Feature):** Phone Management 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;
 - 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 as recommended by Orange.
 - 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.

1.3.6 **Phone Number Management (Optional Feature):** Phone Number Management 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.

1.3.7 **Employee Experience Management (Optional Feature):** Employee Experience Management, based on Martello Vantage DX™, provides Customer with the ability to monitor all their users' experiences at the office or home and provide troubleshooting data for every call and meeting. Use of the feature is subject to an end user license agreement between Customer and the Vendor of such feature, Martello Technologies Corporation, as published at <https://martellotech.com/saas-end-user-agreement-for-customers/> or successor web page ("EULA"). An Order for this feature represents Customer acceptance of and agreement to comply with the EULA.

The feature is leveraging the existing tenant of Teams and Microsoft365 with no installations necessary, to provide immediate actionable insights. Once the location of occurring challenges is determined, the root cause is assessed to enable timely problem resolution. To reduce service interruption times, Teams and Microsoft365 environments are continuously tested and monitored to alert support teams proactively.

Areas covered:

- Teams Call Quality Analysis and Troubleshooting
- End-to-End User Experience Analysis
- End-to-End Network Path Review and Analysis
- Microsoft 365 Service Health Monitoring and Reporting
- Reporting for PSTN Calling

1.3.8 **Attendant Console for Microsoft Teams (Optional Feature):**

An attendant console allows Customer to transfer calls to their recipients. It is a call agent/receptionist service that automatically distributes incoming calls to available call agents/receptionists who can then handle them using smart features: answer, place, and transfer. The attendant can see an overview of all current calls, calls waiting and call agent/receptionist status.

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Attendant Console for Microsoft Teams is a natively integrated console using Microsoft APIs, providing the presence and availability status of Teams users based on synchronization with Microsoft Teams and Exchange calendar.

1.3.9 **Call Recording (Optional Feature):** Call recording on behalf of the Customer enables capturing of internal, external and mobile company interactions of remote and federated users including voice, video and instant messaging with recordings stored on-premise or in the cloud. Call recording is deployed and integrated with Microsoft Teams. Available are SIPREC and Compliance Recording. Customer is the sole responsible party for the recording and for all legal prerequisites for and consequences of the recording, as well as for not recording if the end user(s) have opted out of the recording.

1.3.10 **Advanced Reporting (Optional Feature):** Advanced Reporting provides detailed information of all calling activities and inventory usage of Orange's Business Together with Microsoft Service. This feature is provided via a web portal and available to Customer on a 24/7 basis to allow access to their information.

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 at a Customer Location is specifically requested by Customer and approved by Orange or is required due to a local restriction on central hosting). In all 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. 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

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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 will obtain 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 Anywhere 365 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

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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. All Optional Features are subject to additional Charge. 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. For the 911 Calling Configuration and Management option, a one-time Charge and a monthly recurring Charge applies. 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. Error! Reference source not found.** 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.

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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;
 - 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. Customer will receive a specified number of Changes each month identified in the Change Catalog or the Charges Schedule as part of its monthly Service Charge. Any type of Change not identified in the Change Catalog or that otherwise requires considerable resources to implement as solely determined by Orange will be considered a Complex Change, for which additional charges will apply.

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 is maintained to the extent necessary to enable end users to access and use the Service. The three types of releases managed by Orange are:

- Major - delivers functional benefits
- Minor (e.g., the existing version is reaching the end of support)
- Customer specific

Additional charges may apply for major and Customer-specific releases. If an SBC is connected to a local third party operator, Customer must keep Orange informed of any software updates deployed by such third party operators which could impact the operation of the deployed SBC managed by Orange.

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.

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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.

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**Exhibit C: Description of Processing of Personal Data by Orange as Processor for Customer
EIC Services: Business Together with Microsoft Service (for Microsoft Teams)**

This Description of Processing applies to the Processing of Customer Personal Data for the provision of **Business Together with Microsoft Service (for Microsoft Teams)**.

<p>Nature of the Processing activities</p>	<p>Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer.</p> <p>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, pseudonymisation or anonymisation.</p>	
<p>Subject matter of the Processing activities</p>	<p>Duration</p>	
<p>Activating and implementing the Services and changes to the Services.</p> <p>Delivering, operating and managing the Services (including intrusion detection and monitoring the Services if ordered by Customer).</p> <p>Incident management and support.</p>	<p>For the necessary period to provide the Service plus 6 months.</p>	
<p>In accordance with the Service Description and the options selected:</p>		
<p>Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.</p>	<p>As per Service Description or Customer instructions</p>	
<p>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.</p>	<p>As long as necessary for the provision of the Services</p>	
<p>Types of Customer Personal Data to be Processed</p>	<p>Contact Data: first name, last name, email address, business address and telephone numbers, job role within the Customer.</p> <p>Usage Data: the usage related data to the extent related to natural persons, that Orange collects from Services it provides to its Customers.</p> <p>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.</p> <p>Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr.,...), username or similar identifier</p> <p>Location Data: geographic location, device location</p> <p>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.</p>	

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	<p>Traffic/Connection Data: data revealing a communication’s origin, destination, route, format, size, time duration, IP address, time zone setting, MAC address.</p> <p>For Cloud Services, Contact Center and “as a service” features:</p> <p>Hosted Data: any categories of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.</p>
<p>Categories of Data Subjects</p>	<p>Employees of Customer and of its affiliates.</p> <p>If applicable, other individuals using the Service or whose Personal Data are collected via the Service.</p> <p>For Hosted Data, any category of Data Subjects as determined by the Customer.</p>
<p>Authorised Sub-Processors</p>	<p>Orange Business Services Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.</p> <p>Orange Business Services suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.</p>

End of Service Description for Business Together WITH Microsoft Service (for Microsoft Teams)