

PUBLICATION 1 SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE-GENESYS

1.1 Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will prevail to the extent of any such conflict. All capitalized terms used and not otherwise defined herein will have the meaning ascribed to them elsewhere in the Agreement (in particular, in the Specific Conditions for Orange Cloud Services).

"**ACD**" means Automatic Call Distribution.

"**AppFoundry**" means a marketplace of solutions for all Genesys platforms.

"**Contact Center**" means the Contact Center solution for handling communication between itself and the End-Customers. The Contact Center may be located at several sites and may include disseminated End Users.

"**Edge Appliance**" means a telephony server that handles media processing, SIP, and telephony services owned by Customer.

"**Effective Date**" is a date on which Orange received from Customer, the applicable order for the UES Service.

"**End User**" means a person appointed and designated by Customer as being entitled to act as an agent, a supervisor or an administrator of the Unified Engagement Suite ("**UES**").

"**End-Customer**" means a customer, prospective customer or other third party of Customer making a contact with the Contact Center.

"**Period Subscription Fees**" means fees that are the greater of: (a) the minimum period fees set forth in the applicable Order; or, (b) the actual Period fees.

"**Period**" means timed periods of commitment to "Subscriptions".

"**Plan**" means one of the three UES Service features plans set out in Clause 1.2.2 below which are to be accessible to the End User.

"**Ramp Period**": The optional period of time (shown in the purchase Order) prior to the start of the initial Subscription Term. The default Ramp Period is zero (0) days if not specified. The Ramp Period will begin on the Effective Date.

"**Renewal Subscription Term(s)**" means each subsequent term after the Initial Subscription Term. Each Renewal Subscription Terms shall commence upon the anniversary date of the commencement of the initial Subscription Term.

"**Statement of Work**" or "**SOW**" means the document that specifies the Unified Engagement Suite Services which will be implemented for the Customer and provided by Orange, as well as assumptions, Customer obligations, deliverables and any other specificities and conditions related to the Service for the Customer's project.

"**Subscription Term**" means the initial subscription term and thereafter any renewal subscription Terms.

"**Subscription**" means initial or renewing, term-based grant, for a specified time to use a specific quantity of the particular UES Service, all as described in the applicable purchase Order.

"**Term**" means the term of the selected UES Services, as set forth in the purchase Order.

"**UES Service(s)**" means Unified Engagement Suite-Genesys service and its related components and features managed by Orange as described in this Service Description.

1.2 UES Service Description

1.2.1 **Overall Description.** The UES Service is an Orange omni-channel cloud-based contact center (enabling voice, chat, email, and social channels) based on a cloud collaboration, communications, and customer engagement platform (PureCloudSM by Genesys) hosted on servers that are controlled by Amazon Web Service ("**AWS**") and managed by a third party vendor (Genesys).

The UES Service is a Cloud Service, subject to the (a) Orange Specific Conditions for Cloud Services (b) the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup> and (c) Genesys security and privacy policies, which are incorporated by reference, and can be located at <https://help.mypurecloud.com/articles/purecloud-security-compliance/> and <http://www.orange-business.com/en/service-publication>.

As part of the UES Service, Orange will design, configure, and provide service management, and other operational support services necessary to maintain the system in proper operational condition.

1.2.2 **UES Service Features.** The UES Service may include, based on the needs of the End Users:

- (a) Automatic Call Distribution.
- (b) Interactive Voice Response.
- (c) Outbound dialing campaigns.
- (d) Graphical scripting.
- (e) Workforce management.
- (f) Call recordings.
- (g) Quality management.
- (h) Agent, supervisor, and administrator desktop.
- (i) Reports, views, and dashboards.

- (j) Collaboration and communication.
- (k) Multimedia (voice, email, chat, web callback, social media).

Each as described in further detail below.

- 1.2.2.1 **Automatic Call Distribution ("ACD").** This feature intelligently routes calls to the agent most qualified to handle the Customer's needs. ACD can route calls either through pre-determined rules or advanced call distribution algorithms.
- 1.2.2.2 **Interactive Voice Response ("IVR").** This feature uses touch-tone signaling or voice recognition to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification, segmentation, and routing of callers to qualified agents.
- 1.2.2.3 **Outbound Dialing Campaigns.** Outbound dialing campaigns automatically dial phone numbers according to a prescribed set of rules. Campaigns increase agent productivity by screening out answering machines, busy signals, and calls that do not complete.
- 1.2.2.4 **Graphical Scripting.** Administrators use the script designer to create specialized instructions that help agents handle specific types of calls. A script presents details about a caller or contact to the agent, often with fields for collecting or updating information. Scripts help ensure consistent handling of interactions.
- 1.2.2.5 **Workforce Management.** With workforce management, the Customer can configure management units, set up activity codes, and manually create schedules for agents.
- 1.2.2.6 **Call Recording.** This feature allows the Customer to record voice calls for business or legal reasons.
Quality Management. Quality management is the process of recording and scoring Contact Center interactions to improve the Customer experience. By evaluating and scoring conversations, a quality team can identify performers for positive feedback, agents who need more training or coaching, and situations that merit modification of call scripts.
Agent, Supervisor and Administrator Desktop. This feature provides an agent and supervisor desktop designed to provide a collaborative experience for the various communities that interact with the customer service organization. It offers:
 - (a) a browser-based solution.
 - (b) APIs that simplify the development and integration of value-added applications (such as third party CRM).
 - (c) integration with third party CRM, which is subject to additional Charges.
- 1.2.2.7 **Reports, Views, and Dashboards.** Reports, views, and dashboards provide supervisors and managers with a view of historical and real-time metrics for their contact center, including a real-time dashboard with graphical information display, real-time call monitoring, and interaction, agent, and queue metrics.
- 1.2.2.8 **Collaboration and Communication.** This feature provides tools and technologies that equip agents to connect and interact with other agents and back-office experts individually and in groups.
- 1.2.2.9 **Multimedia (Email, Chat, Web Callback, Social Media)**
 - 1.2.2.9.1 **Email.** This feature creates a communication channel between an End-Customer and an End User. There are various steps involved in efficiently responding to emails from End-Customers. Emails are first retrieved into the system and routed to appropriate End Users or queues. Once a response is created, it is processed through the system and sent to the End-Customer.
 - 1.2.2.9.2 **Chat Feature.** This feature allows for real time chat sessions between End Users and an End-Customer. As part of a chat, agents can also push web pages to End-Customers.
 - 1.2.2.9.3 **Web Callback.** This feature allows End-Customers to request a call back by submitting a form on a website.
 - 1.2.2.9.4 **Social Media.** This feature maintains an active social media presence by routing posts on social media to agents. It chooses which posts to answer by configuring listener filters for different campaigns and use cases.
- 1.2.3 **UES Service Components.** The UES Service consists of:
 - Multi-tenant contact center cloud-based offering.
 - UES softphones.
 - EDGE Appliances (local media server, e.g. "Edge Server").

UES Service Plan(s). The UES Service is offered as a bundle of service features as defined below (each a "Plan"); the relevant services features will be activated in line with the Plan. The UES Service Plans are described in the table below.

Features	Plan 1	Plan 2	Plan 3
Collaboration and Communication	X	X	X
Inbound Voice	X	X	X
Outbound Voice	X	X	X
Outbound Campaigns	X	X	X
IVR	X	X	X
Agent, Supervisor and Administrator Desktop	X	X	X
Graphical Scripting	X	X	X
Reports, Views, and Dashboards	X	X	X
Call Recording	X	X	X

Features	Plan 1	Plan 2	Plan 3
Quality Management		X	X
Web & IVR Callbacks		X	X
Web Chat		X	X
Email		X	X
Quality Evaluations		X	X
Workforce Management			X
Social Media			X
SMS			X
Screen Sharing			X
Co-Browse			X

Since the UES Service uses a continuous delivery model, Customer acknowledges that Orange may change or introduce new UES Service features and/or plans at any time during the Term.

1.2.4 **UES Service Charges.** The charges for the UES Service comprise:

- Edges appliances.
- UES Service implementation.
- Relevant subscription charges for the UES Service Plan.
- UES Service management.
- Pay-per-use services Overconsumption fees and extra Professional Services, which shall be charged in arrears.

Orange may also offer solutions from the AppFoundry of our third party supplier, which will be subject to additional charges.

1.2.5 **UES Service Implementation.** Available models:

- **In the time & material assistance model,** Orange will provide assistance with the provision of resources (functional consultant, technical consultant, architect consultant, and/or Project Manager consultant). The assistance can be done remotely or on site according to the needs of the Customer as previously expressed. An Orange Project Manager will be appointed to track charges and fees for the duration of the technical assistance delivery.
- **In the pilot implementation and global rollout assistance model,** the project management and the setup of one site will be under the responsibility of Orange. Subsequent sites will be set up by the Customer with Orange assistance. The pilot will help Customer to test the UES Service in a realistic setting and thereby learn about the fit between the Service and its organizational use situation and about changes necessary prior to full-scale deployment.
- **In the end-to-end service implementation model,** the project management and the whole delivery of the UES Service will be under the responsibility of Orange. First, Orange will set up one pilot site. Then, subsequent sites will be set up independently by Orange. The site migration strategy to the generalization phase will be discussed during the workshops. The migration strategy will be reviewed and validated by the Parties and may result in additional costs for maintaining resources. The Orange Project Manager will be the main contact throughout the project.

1.2.6 **Licensing Models.** The Customer may only select one Plan for the UES Service. Customer must choose one licensing model for the selected plan from either a named user or concurrent user.

In a named licensing model, anyone (agents, supervisors, administrators, API user using implicit grant authorization type, etc.) that logged in to the service during the billing period is a billable named user. The user type billed is the highest level license assigned to that user during the billing period.

In a concurrent licensing model, the maximum number (peak) of concurrent (simultaneous) users during a billing period is charged. To support shift changes, usage peaks shorter than 30 minutes in duration are disregarded. Orange counts the maximum number of people logged in for over 30 minutes during the billing period.

A blend of licensing models and a blend of Plans is not available.

The platform does not have a function to automatically limit the number of active users. Overuse can occur if more users are logged in than the minimum commitment, in which case an overuse charge will be payable. It will be based on month to month pricing.

1.2.7 **UES Service Terms.** Available service terms and payment structures:

- Annual term with a prepaid payment ("**Annual Prepaid**") – the term is minimum 12 months and maximum 36 months.
- Annual term with a month to month payment ("**Annual M2M**") – the term is minimum 12 months and maximum 36 months.
- Monthly term with a month to month payment ("**M2M**") - a minimum Monthly Subscription Fee is always applied.

The use of the UES Services starts three (3) weeks (estimate) after the Effective Date and continues until the end of the Term. The Term shall begin after the Ramp Period to allow Customer to implement the UES Services.

- The Ramp Period shall be one hundred and twenty (120) days, unless otherwise provided in the applicable order. During the Ramp Period, no monthly minimum payments shall apply. The Term shall begin upon the end of such Ramp Period.
- Subscription Amendment: new order will co-terminate with the term of the initial Subscription.
- At the end of the Term, the agreement shall renew on a month-to-month basis (with a monthly payment structure, as described in your agreement with the Licensor), unless: (a) either party provides ninety (90) days' advance written notice of its intent to not renew; (b) the purchase order provides for a different renewal period; or (c) the parties agree in writing to renew for a term of different duration.
- Orange may modify prices or Subscription terms for the UES Services upon renewal of the applicable service term. For any price change, Orange shall notify Customer with fifteen (15) days prior notice.
- Period Subscription Fees commencing or added after the first of a calendar month will be pro-rated for the first monthly period, and thereafter charged for each Period remaining in the applicable Subscription Term.
- Regardless of the project acceptance status, at the end of the ramp period, Customer will be invoiced the UES-Genesys Subscriptions and Orange service management charges.

1.2.8 **Pay-Per-Use Services and Overconsumption Fees.** The platform does not have a function to automatically limit overconsumption of UES Services.

1.2.8.1 **Routing Usage Charges.** Orange has a fair use policy for basic routing / IVR for the UES Service. Customers can use up to the "fair use" basic IVR amounts allocated by user without charge. Basic IVR is consumed when using Inbound Call, Outbound Call and Secure Call flows. In-queue Call flows are not part of basic IVR and do not count against the IVR usage. Tools are provided to track actual basic IVR usage. If Customer exceeds the basic IVR allocation they shall be billed a charge per minute per month. The fair use allocations provided for Customer are calculated by counting the number of billable users of each license type during the period, and applying an allowance for each user to determine the total amount of allocated IVR minutes for Customer during the period.

1.2.8.2 **Data Storage Usage Charges.** Orange has a fair use policy for data storage UES Service. Customer can use up to the "fair use" data storage amounts allocated by user without charge. Tools are provided to track actual storage and the ability to adjust your retention policy. Customer electing to store data above the allocation is billed a charge per GB per month. The fair use allocations provided for Customer are calculated by counting the number of billable users of each license type during the period, and applying an allowance for each user to determine the total amount of allocated data storage for Customer during the period.

1.2.8.3 **ACD Messaging and SMS Charges.** ACD and SMS messages allow agents to respond to interactions from a number of messaging platforms. UES Service categorizes SMS pricing with rate classes. More specifically, instead of assigning each country a part for both inbound and outbound, we use rate classes. As such, countries that have the same pricing are grouped into the same rate classes. Billing for ACD messaging (such as Facebook Messenger or Twitter) is per conversation. A conversation is defined as any number of interactions (one or many) between a unique End-Customer account and a message platform during the course of the billing cycle. Any ongoing interactions that span a billing cycle will count as one conversation in each billing cycle.

1.2.8.4 **API Overage Charges.** UES Service offers a robust public API that enables Customer to build integrations between UES Service and their own software and systems, as well as third party apps and extensions. Orange offers Customer a fair use policy for the UES Service API. Customer can use the API up to the "fair use" amounts allocated by user without charge. Customer can track its usage of the API against their expected monthly allocation in UES admin. If Customer uses the UES Service API beyond the fair use allocations, they shall be charged per API request over their allotment. UES Service provides fair use allocations for your organization by counting the number of billable users of each license type during the period, and applying the allowance for each user to determine the total amount of allocated API requests for your organization during the period.

1.2.8.5 **Bring Your Own Technology Services Model.** UES Service is an extensible customer experience platform, offering an array of third-party applications to expand capabilities through a "bring your own technology services" model. The AppFoundry allows customer to find and install third-party applications that offer increased functionality and entirely new capabilities that integrate into the UES Service. Examples include third-party applications to expand the UES Service's IVR and self-service capabilities including interactive voice bots, automatic speech recognition (ASR), and text-to-speech (TTS). As Customers use third-party technology solutions inside the UES Service, they may incur charges from the third-party vendor. Customer may acquire billing for these services directly, and Orange's Bring Your Own utility charges (price per invocation) appear on the Customer's monthly UES Service invoice.

1.2.9 **UES Service Termination.** Notwithstanding anything to the contrary in the Agreement, the Customer may cancel the UES Service at any time by providing Orange with ninety (90) days' prior written notice.

- If, during the Term: (a) Customer cancels the UES Service for any reason other than an Orange material breach; or (b) Orange cancels the UES Service for a Customer breach in the use of the UES Service, Orange may charge Customer an early termination charge calculated as 100% of the total of the remaining minimum financial commitment at the date Customer notify us of the termination, multiplied by the number of remaining months in the Term, plus any setup charges.

- If the UES Service is cancelled, (a) there is no refund of pre-paid and partly-used Subscription amounts; and (b) if Orange has given Customer any discounts, Orange standard charges for the UES Service disregarding discounts will be used in the calculation of the applicable early termination charges.
- 1.2.10 **Effect of Termination.** Upon termination or expiration of this agreement: (a) Customer right of access of the UES Services will immediately terminate; and (b) Customer data will be retained for thirty (30) days, during which time the Customer may request a copy of its data. After thirty (30) days, all data will be deleted.
- 1.2.11 **Provisions Applicable to the Edge Appliances.** An Edge provides the following features:
- SIP gateway: Connects a SIP network to other networks which use different protocols or technologies, such as the public switched telephone network ("PSTN").
 - SIP proxy: Provides Customer and server-side call matching. A proxy interprets, and, if necessary, rewrites specific parts of a request message before forwarding it.
 - Media server: Manages audio recordings.
 - Call broker: Provides call routing for inbound and outbound calls.
 - Disaster recovery: When disconnected from the UES Service, an Edge falls back into a remote survivability mode in which it can offer basic telephony services, such as auto-attendant, fallback IVR, DID, extension dialing, voicemail, consult, transfer, fax, and local conferencing.
 - Phone provisioning: Provides configuration settings for SIP phones.
 - Each Edge belongs to an Edge group and has an association with a site.
- 1.2.11.1 **Capacity Management.** As part of the architecture design for a customer the number of required "Edge Servers" are defined by Orange. Based on the number of agents the quantity of Edge Appliances are defined. Practically capacity increases in linear steps by adding Edge Servers.
- 1.2.11.2 **Warranty on Edge Appliances**
- Warranty Period.** The Edge Appliance is shipped to Customer by Orange, the warranty period will commence on the date the Edge Appliance is shipped. The warranty period ends three (3) years after the commencement date and will not be extended for replaced or repaired Items. The warranty period will end immediately without notice if the license granted to Customer herein terminates for any reason.
- Limited Warranty.** Orange warrants to Customer that the Edge Appliance will be free from material defects in workmanship and materials and the software will materially conform to applicable product documentation, under normal use and service, during the warranty period. Customer's sole and exclusive remedy and Orange's entire liability is that Orange's sole obligation under this express limited warranty is that, at Orange's option and expense, Orange will repair the defective Edge Appliance or part (each an "Item"), deliver to Customer a replacement Item that is materially equivalent to or better than the defective Item or, if neither of these options is commercially practicable, refund to Customer the purchase price paid by Customer for the defective Edge Appliance. This limited warranty is provided only to the original user of the Edge Appliance and is non-transferable. Customer must notify Orange of any warranty claim within the warranty period and the processing of any such claim must be made (and is subject to) in accordance with Orange's then-current Return Material Authorization ("RMA") procedures. This limited warranty is conditioned upon timely and appropriate notice to Orange. Orange will provide support for the software during the Warranty Period. Software support includes updates, upgrades, and bug fixes. Monitoring of the Edge is not included in the UES Service.
- 1.2.11.3 **Return Material Authorization (RMA) Service**
- Customer shall contact Orange Customer Care to initiate the RMA.
 - Service type: "Advanced Warranty Replacement" (the replacement product ships to the Customer, and then the Customer ships the broken product back for repair. The repaired product will be kept and used for future replacements). Shipping fees and taxes for the new and for the faulty hardware will be paid by the Customer.
- 1.2.11.4 **Delivery.** Any Edge Appliance ordered by Customer shall be delivered to the agreed delivery site within the applicable lead time set forth in the applicable Order.
- Local to local ordering/billing is the Orange recommended delivery model. Exceptions can only be allowed on a case by case basis by the Orange supply chain organization.
- All Edge Appliance ordered shall be delivered to the Customer according along the available incoterms. Customer will have to provide a signed shipment authorization form with complete information prior to the shipment. Shipping fees and taxes for the Edge Appliance will be paid by the Customer.
- 1.2.11.5 **Shipment by Country.** The Orange account manager can provide a list of countries where shipments were processed already. Any planned shipment to countries not listed will follow the shipment authorization process along the available incoterms.
- 1.3 Customer Requirements**
- In order for Orange to provide the UES Services, the Customer shall procure, activate, or ensure (as applicable) the following are in place:
- 1.3.1 Telephone numbers to receive incoming telephone calls. Calls can be collected via the Orange 'Contact Center Access' service. This service is to be ordered separately from UES Service.
- 1.3.2 Network services to route calls and to manage connections with Customer sites: Calls can be routed via the Orange Business Talk/Business Talk IP (BT/BTIP) service and Orange Business VPN services, or to Customers' local PSTN

GW. All these services need to be ordered separately. If the provider of these services is not Orange, the Customer will provide Orange with all required information to configure the external access. UES Service supports centralized or Customer premises calls collect with this service.

- 1.3.3 Infrastructure to host equipment: Edge appliances can be hosted on Orange datacenters. All these services need to be ordered separately.
- 1.3.4 A Local Area Network ("**LAN**") infrastructure and an internet access at each customer's site.
- 1.3.5 IP phones and headsets are not included in our UES Service offer but can be provided by Orange (resale mode only). The list supported phones/headsets can be provided by Orange upon Customer's request.
- 1.3.6 Customer will ensure that its infrastructure allows or enables Dynamic Host Configuration Protocol ("**DHCP**") and Domain Name System ("**DNS**") which are necessary for the IP telephony functionality. Customer will ensure that these services are available within Customer's organization; such services are not provided by Orange as part of the Service. Additionally, the solution components should be able to access and submit requests to the Customer's corporate DNS servers.
- 1.3.7 Customer acknowledges that Orange may need to make changes to the components and features of the UES Service either as a consequence of a technological development, or due to legal and regulatory requirements.
- 1.3.8 Customer will provide IVR prompts. Customer's prompts must be compliant with Orange's requirements, details of which can be provided by Orange upon Customer's request before any UES Service activation.
- 1.3.9 In case that the Customer has security equipment, configuration changes to such equipment may be necessary in order to enable the UES Service. Orange will provide a generic matrix of configuration requirements, however, the actual configuration or validation will at all times remain Customer's responsibility.
- 1.3.10 A voice readiness assessment will not be undertaken to confirm the suitability of Orange's network to carry the necessary traffic to support the UES Service, and the Customer accepts that Orange will troubleshoot Customer care cases only related to Edges sold by Orange. A VoIP waiver is required to be signed by Orange and the Customer since VoIP connectivity or audio quality issues originating from a network segment which has not been validated by an Orange VoIP readiness assessment will not be eligible for support.

1.4 Use of the Service

Customer acknowledges that:

- Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost and we cannot guarantee application response times of, or stability of connections to, the UES Service;
- The software used to provide the UES Service is located on servers that are controlled by third parties (Genesys and AWS) and availability of the UES Service may vary as a result of the actions of the third parties; and Customer is solely responsible for any data or recordings placed on servers including the quality, accuracy, and completeness of that data.
- The UES Service will be available 24 hours a day, 7 days a week, except for: (a) occasional planned downtime at non-peak hours (for which you will receive advance notice); or (b) any unavailability caused by circumstances beyond Orange and its suppliers reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party, issues on your network, or telecommunications services contracted by or for you, or (c) unavailability as a result of the actions of AWS, including (i) any maintenance or planned downtime of the AWS services (ii) any fault or failure of the AWS services, or (iii) AWS either terminating or suspending the AWS Customer Agreement or Customer use of AWS services.
- The applicable online guides contain important information relating to the use of your Service. Failure to follow the relevant online guides may impair the UES Service.
- Customer is solely responsible for the use (or attempted use) of UES Service and/or by any third party whether authorized or not; and must comply with all regulations (such as SMS and outbound campaigns regulations).
- Customer must comply with Orange and Genesys instructions regarding the use of UES Service.
- Customer must keep passwords or other identification codes for UES Service secure.

1.5 Service Management

- 1.5.1 **Definitions.** All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them elsewhere in the Agreement.

"**Customer Solution**" means all the services which the Customer has ordered from Orange and which are described in the separate Service Descriptions attached to the Agreement.

"**Incident Owner**" means Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using My Service Space or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident. The Incident Owner will be responsible for coordinating Orange personnel necessary to resolve the Incident Report.

"**Incident Report**" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident. Incident Reports are opened reactively when Customer reports an Incident, or proactively when the relevant option is activated.

"**Incident**" means a failure or malfunction of a supported Service. Incidents do not include supported Service unavailability during Scheduled Maintenance.

"My Service Space" or "MSS" means the web portal provided by Orange that allows Customer to report and track Incidents, request and obtain information and reports regarding the UES Service, using a login name and password provided by Orange.

"Professional services Catalog". A copy of the Professional services Catalog will be made available.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, Orange services or the Orange network.

"Service Level Agreement" or "SLA" means the Service Level Agreements for the Service which will be described in separate Service Level Agreements attached to the Agreement.

"Severity Level(s)" means the amount of impact an Incident has on the operation of the Orange Service or Customer solution, as described in Clause 1.5.3.2 below (Incident Report Severity). The Severity Level also may be referred to as the "Incident Priority".

"Support Team" means the Orange team in the Orange Support Center which provides Service Management to Customer for UES Service.

1.5.2 **Service Management Implementation, Acceptance Testing and Deployment.** Service Management is activated after the first site or connection of the supported service is implemented and has completed Acceptance Test. There are no Acceptance Tests for Service Management other than the Acceptance Tests for the Service. Once the Service Management is activated, the Customer will receive the welcome pack which will describe the activities, contacts, and escalation procedures for the Service.

1.5.3 **Incident Management.** Service management includes incident management, as described in this Clause 1.5.3.

1.5.3.1 **Support Team.** Orange will provide Customer with access to a designated Support Team, which will be Customer's primary point of contact (in English only) regarding Incidents for incident management. The Support Team will address only requests and service calls made by authorized Customer personnel (i.e. Customer's service desk). The Customer's service desk must be available 24 hours a day, 7 days a week.

1.5.3.2 **Incident Report Severity.** All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish the restoration timeframes. Incidents are assigned one of the following four Severity Levels, which Orange may modify from time to time.

Severity Level	Outage Type
1 – Critical Impact (Code Red)	The Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High Impact	The Customer is able to perform job functions but performance is degraded or severely limited.
3 – Medium Impact	The Customer's ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4 – Low Impact	UES is available and operational; trivial impact to Customer's business operations.

1.5.3.3 **Support Plan levels.** "Orange Global Support" aims to provide world-class support. Orange offers a variety of support plans for Customers to subscribe to as each Customer deems appropriate. The following table provides a list of the various services included in each of the Support Plan levels.

Item	"Premium" Support Plan	"Essential" Support Plan
Customer's service desk available 24 hours a day, 7 days a week.	Yes	Yes
Advanced diagnosis and End-to-end follow-up of the ticket with Genesys support team for all severity level incidents.	Yes	Yes
Severity level 1 and 2 incidents.	Unlimited cases.	Unlimited cases
Severity level 3 and 4 incidents.	Unlimited cases.	Included to 1 case per month for every 50 UES-Genesys Subscriptions. Additional charges will apply per additional case.

1.5.3.4 **Opening an Incident Report.** Customer will report any Incidents to the Support Team via MSS.

Target Initial Response Times. All target initial response times apply to Orange service desk opening hours for all Severity Levels.

Severity Level	Target Initial Response Time
1 – Critical Impact (Code Red)	10 min.
2 – High Impact	1 business hour
3 – Medium Impact	2 business hours
5 – Low Impact	1 business day

1.5.3.5 **Information and Documentation.** Customer will have online access to information and may track active Incidents through MSS, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

Target Restoration Times. The objective of "Orange Customer Care" is to restore functionality as quickly as possible. The time to restore timer starts when the Customer engages Orange Customer Care. Time to restore is the amount of time a Customer is impacted before functionality is restored.

Orange Customer Care analysts aim to reach restoration of Customers issue within the following target restoration times.

Severity Level	Target Restoration Time
1 – Critical Impact (Code Red)	4 hours
2 – High Impact	2 business days
3 – Medium Impact	5 business days
5 – Low Impact	N/A

1.5.3.6 **Escalation.** By adding a note to an Incident using MSS, Customer may request that an Incident be escalated at any time if there are concerns regarding the quality of the service support provided the method in which an open Incident is progressing, or the impact to Customer’s business operations. Customer’s note to the Incident will generate a notification to the Incident Owner. If MSS is unavailable then Customer may escalate by calling the Support Team.

1.5.3.7 **Applicable Service Levels.** Orange will make the UES Service available 24 hours a day, 7 days a week, and use commercially reasonable efforts to provide 100% uptime, except for the following "Uptime Exclusions": (a) occasional planned downtime at non-peak hours (for which Orange will provide advance notice); or (b) any unavailability caused by circumstances beyond Orange’ reasonable control, including failure or delay of Internet connection, misconfiguration, issues on network or telecommunications services not contracted through Orange.

However, if UES Service uptime falls below the following thresholds in any one month billing cycle (not including any Uptime Exclusions), Customer may request a credit from the "Orange Customer Service Management" assigned within thirty (30) days after the month in which the uptime fell below threshold. Upon Customer’s valid request, Orange will provide the stated credit against the following month’s invoice.

Uptime %	Credit %
Below 99.99%	10%
Below 99.0%	30%

The SLA is measured based on the availability of the platform for each End User and their specific usage. Orange uses the following criteria and measurement in the SLA assessment:

Uptime = 100% x 1-(total minutes unavailable/total monthly minutes)

- minutes unavailable: the total minutes of unavailability multiplied by impacted usage volume (based on normal hours the same month).
- monthly minutes: the total monthly minutes multiplied by normal usage volume across the month.

Example: A customer with 1 site in India (200 agents) and 1 site in US (200 agents), both serving local business hours, 20 local SANs for each site and 1 Pure Cloud organization.

Incident: all call transfers are failing (monitored or not), this feature is used on 50% of the call handled in US and India.

Duration of incident: 3 days.

Minutes unavailable: 400 agents x 72 hours x 60 minutes = 1,728,000 minutes.

Monthly Minutes: 400 agents x 24 hours x 31 days x 60 minutes = 17,856,000 minutes.

Uptime = 100% x 1 - (1,728,000 / 17,856,000) = 100 x (1 - 0.0967) = 100 x 0.9033 = 90.33%.

Critical functionality such as inability to login, inability to complete telephony calls, Chat and call recordings are considered real time critical (Severity Level: 1-Critical Impact) and qualify for service credit.

The service credit is calculated based on the relevant Subscription fees for the UES Service Plan.

Variable fees (for example, fees for usage in excess of a committed amount, fees for Professional Services), UES service implementation, and service management fees are excluded from the calculation of the service credit.

1.5.3.7.1 **Incident Closure.** All Incidents will be considered closed after verbal agreement of Customer (which will not be unreasonably withheld) or, if Orange is unable to contact Customer, within three (3) Business Days of the first attempt by Orange to contact Customer.

1.5.4 **Service Management Charges.** Service Management is included in the Charges for UES Service. Additional charges will apply for additional optional services. Orange will charge Customer for any additional costs incurred due or related to an Incident caused by Customer.

1.5.5 **Service Management Duration.** The term of each Order for Service Management and/or associated optional services will be the period from the actual Acceptance Date of any supported service to the expiry of the Service Term (or Extended Term, where applicable) of the relevant UES Service for which the UES Service is provided.

1.5.6 **Extended Service Management.** Customer may receive support from a designated English-speaking Customer Service Manager ("**CSM**"), who will be available during normal Orange business hours.

The CSM will proactively manage operational performance within Orange on Customer's behalf and work with Orange's internal operations groups to maintain or improve performance of Customer's Service as needed.

The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the UES Service, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts. The CSM will respond to Customer's inquiries promptly. The CSM service is subject to additional Charges.

1.6 **Service Modification**

The Customer may want to modify the functionalities of the UES Service or of optional services ordered. This request shall be subject to a feasibility study by Orange.

1.6.1 **Availability Management.** When possible, the CSM will notify Customer nine days in advance of any Orange Scheduled Maintenance that may result in a disruption of the UES Service.

1.7 **Data Processing**

Exhibit A 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.

EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR**Name of the Service: Unified Engagement Suite - Genesys****ExA.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.).	Yes
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.	No

ExA.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.	Yes

ExA.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).	No	
Customer reporting.	Yes	For the duration requested by Customer.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
Other.	No	

ExA.4 Purposes of Processing

Provision of the service to Customer.

ExA.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

ExA.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 UNIFIED ENGAGEMENT SUITE-GENESYS