

Addendum 1

TATA COMMUNICATIONS WITH SKYPE FOR BUSINESS CONNECTIVITY DESCRIPTIONS

This Addendum is part of the Service Schedule for the Tata Communications With Skype For Business Solution and describes the parameters of the Global VPN Service Option available to Customer when configuring the Solution.

GLOBAL VPN SERVICE OPTION

- A) SERVICE DESCRIPTION.** Supplier shall provide connectivity between Customer and the Solution on the Supplier Network through global virtual private network connectivity which provides users at distributed locations with secure, reliable remote access via broadband and wireless and subject to these terms.
- 1. Trunking over VPN.** In this option the interconnection trunking is provided over MPLS network (COS 1), with the exception of the multimodal functionality, which is provided over MPLS network (COS 2). This option allocates dedicated bandwidth for voice traffic (COS 1) and video traffic (COS 2) with stringent quality of service delivery by prioritizing the real-time voice application over other data traffic on the converged MPLS-based IP VPN.
- 1.1 Support of Global Outbound Off-Net Voice service, Global Inbound Off-Net Voice service, and Domestic Voice Service:** The Trunking over VPN option for this Solution connects Customer's premise-based voice systems – PBX/Diallers (TDM & IP), IP phones, and soft phones – with Supplier's core voice infrastructure by utilizing the MPLS-based IP VPN.
- 1.2 VPN functionality:** The Trunking over VPN solution connects Customer's video end points based systems and its associated CPE, soft-client or hard-client PBX/call control with the core video infrastructure of Supplier utilizing MPLS based IP VPN.
- a) The features of trunking over VPN may include the following capabilities:**
- i. Closed user group calls (excluding the multimodal functionality).
 - ii. Global Outbound Off-Net Voice Service, Global Inbound Off-Net Voice Service and Domestic Voice Service (COS 1).
 - iii. Multiple access speeds.
 - iv. Multimodal functionality (COS 2). For the multimodal functionality, Supplier shall endeavour to meet the following quality benchmarks in relation to the Supplier Network used in connection with the Service, provided, however, that these service levels shall not form part of Supplier's committed service levels:
 - a. Packet Loss: <5%
 - b. Latency: <150 msec one-way, on Supplier Network
 - v. PBX trunking capabilities over multiple protocols.
 - vi. Centralized dial plan management.
 - vii. Feature transparency – transit of signalling information end to end without interference.
 - viii. Performance reports for Global Outbound Off-Net Voice Service, Global Inbound Off-Net Voice Service and Domestic Voice Service with web-based reporting through Supplier provided performance management system (based on interconnect locations only).
 - ix. Customer portal for traffic and CDR viewing based on service subscribed by Customer.
 - x. MPLS-based security and priority class of service.

Note: Closed user group calls refers to voice calls from any Customer location to any other Customer location using a private numbering plan whereby the calls are configured to remain on Supplier Network between those locations.

- B) INDIA USE RESTRICTIONS.** Use of the VPN Option may require Customer to be licensed in India. In India Supplier provides this option as IP telephone, which allows only outbound calling under the Global Outbound Off-net Voice Service. Supplier will not commission the Services if Customer does not have the requisite regulatory approvals. Further, if proof of regulatory approval for Customer's use of the Service, where such approvals are required, is not submitted to Supplier within 60 days from the date of execution of the Order Form, then the Order Form shall be deemed terminated for cause by Supplier, without refund to Customer of any advance payments.

[End of Addendum 1]

Addendum 2

TATA COMMUNICATIONS WITH SKYPE FOR BUSINESS CONNECTIVITY DESCRIPTION: Global SIP Connect Service

This Addendum is part of the Service Schedule for the Tata Communications With Skype For Business Solution and describes the parameters of the Global SIP Connect Option available to Customer when configuring the Solution.

GLOBAL SIP CONNECT SERVICE OPTION

A) SERVICE DESCRIPTION. Supplier shall provide a virtual transmission channel which allows customers to make and receive voice and video calls over and between a variety of communications platforms utilizing a shared SIP virtual transmission channel established on top of an IP transport medium established between Supplier and Customer. Supplier offers the following Services for inclusion in the Global SIP Connect Service Option: i) Global Inbound Off-net Voice Service, comprising Toll Free Services (International Toll Free Services ("ITFS") and Universal International Free Number ("UIFN")) and Local Number Services ("LNS"), ii) Audio Conferencing Services – India; iii) Intelligent Call Routing and Interactive Voice Response (requires ITFS/UIFN or LNS); iv) Global Outbound Off-net Voice Service; v) Domestic Voice Service; and vi) multimodal functionality. These Services are described in more detail as follows:

1. Global Inbound Off-net Voice Service: ITFS, UIFN, LNS.

1.1 Service Description: Global Inbound Off-net Voice Service: Comprises International Toll Free Service ("ITFS") and Universal International Freephone Number ("UIFN") Services (also referred to as "Toll Free Services") and Local Number Service ("LNS") which are described as follows:

a) Toll Free Services.

i. ITFS Service Description. Subject to the local PTT or other public or private agency assigning Customer an international toll-free number, Supplier will route domestic and international telecommunications traffic (Domestic Direct Distance Dialing/International Direct Distance Dialing (DDDD/IDDD) type), and will provide service from various domestic and international origination points as specified in the Customer Order Form. The ITFS Service will be a direct dial toll-free service. Supplier shall use commercially reasonable efforts to obtain required international toll-free numbers as soon as practicable, and to work with the underlying third party supplier on switched translations and testing.

ii. UIFN Service Description. UIFN is an option of ITFS that enables Customer to be allocated a unique toll-free number that may be accessed from multiple countries. The same number may be used from countries providing UIFN and from those countries with which Supplier has an express agreement for UIFN.

a. Operational Requirements. The UIFN format is as follows: + 800 xxxxxxxx, where "+" is the international access code, "800" is the three digit country code for a global service application and "x" is the eight digit global subscriber number. Calls generated through the Toll Free Services may be transmitted to Customer designated termination numbers via PSTN connections. Since 800 as the country code is an integral part of the number, all calls must be dialed as international calls. The ordering and implementation procedures are defined in the ITU-T Recommendations E.169, a copy of which can be obtained from Supplier upon request. Supplier will begin testing after confirmations from the ITU that the UIFN are assigned to Customer. Customer acknowledges that each UIFN must be implemented within 90 days of the date of the ITU assignment.

iii. Pricing: Additional ITFS and UIFN Fees. Customer shall pay to Supplier:

a. an implementation fee for each ITFS number ordered.

b. an implementation fee per origin country implemented.

c. the fee that Supplier is required to pay to the ITU Council pursuant to ITU Decision 464, 1996 Session for each UIFN requested (excluding alternative UIFNs), regardless of whether a UIFN is assigned and/or implemented.

b) Local Number Service ("LNS").

i. Service Description. The Local Number Service includes Local Origination from direct inward dial ("DID") numbers. Supplier routes the traffic and provides the service from various local origination points around the world as specified in the Customer Order Form. The LNS is a direct dial service. Calls generated through the LNS may be transmitted to Customer designated termination numbers via PSTN connections.

ii. Operational Requirements. For the LNS, Supplier processes Customer's calls delivered from the origination to the Point of Demarcation. To do so, Supplier translates the local number(s) into routing number(s) (or "DNIS") as assigned and approved by Customer. One routing number will be assigned for each local number. Customer hereby appoints Supplier as its agent for the purposes of establishing related services with domestic and international underlying third party suppliers as may be required in connection with the LNS. Customer shall execute any certifications, Letters of Agency/Authorization, or other similar documents required to facilitate Supplier obtaining local numbers(s) from the third parties that supply them. Supplier will use commercially reasonable efforts to obtain the required local numbers(s) as soon as practicable, and to work with the underlying third party supplier on switched translations and testing.

iii. Use Restrictions. Customer agrees that the LNS is not intended to be used, and shall not be used, for making toll free calls in the United States or its territories that are converted into a DID number with an SMS database. In addition, this Service is subject to use restrictions imposed by third party suppliers. Accordingly, Customer shall comply with the restrictions provided by Supplier prior to the provisioning any DID number and/or Services. Supplier reserves the right to revise such restrictions from time to time. Customer shall indemnify and hold Supplier harmless from any third party claims, actions or liabilities arising from Customer's violation of this Section and Supplier may cancel and/or temporarily suspend any or all of the Services if Customer engages in activities that violate this restriction.



2. Additional Services: ICR and IVR.

2.1 Intelligent Call Routing:

- a) **Service Description.** Cloud based "Intelligent Call Routing" or "ICR" is a high quality network-based service that routes global off-net inbound calls to specific locations based on Customer supplied data. If selected by Customer, Supplier shall provide Customer with Intelligent Call Routing, which includes the following features: i) time of day routing; ii) day of week routing; iii) percentage allocation; iv) dynamic/ business continuity call-reroute; v) busy no answer reroute; and vi) take back and transfer.

2.2 Interactive Voice Response:

- a) **Service Description.** Cloud based "Interactive Voice Response" or "IVR" is a service that allows End Users calling an ITFS/UIFN or LNS to direct themselves to the desired extension using voice or push-button commands in response to a recorded voice dialogue supplied by Customer. Supplier shall, if selected by Customer in the Customer Order Form, provide Customer with Interactive Voice Response, which includes the following features: i) language based routing; ii) message / queuing announcements; iii) dual tone multi-frequency ("DTMF") / User based routing; iv) skill based routing; and v) take back and transfer.
- b) **Operational Requirements.** ICR and IVR services are offered only in conjunction with toll-free numbers and local numbers provided by Supplier. The operational requirements and the restrictions in respect of the Toll Free Service and/or the Local Number Service described above are also applicable to ICR and IVR.

3. Global Outbound Off-net Voice Service.

- 3.1 **Service Description:** Supplier shall provide Customer with termination of international telecommunications traffic (IDDD type) that Customer has delivered to the Point of Demarcation for termination for those international destinations.

- 3.2 **Use Restrictions:** Customer shall not send domestic national calling (also referred to as intra-country, interstate and/or intrastate traffic) to Supplier under the Global Outbound Off-net Voice Services. If Customer fails to comply with this provision, Supplier may reroute the call(s) back to Customer for completion on the PSTN network of Customer's local carrier.

4. Domestic Voice Service.

- 4.1 **Service Description:** The Domestic Voice Service includes two separate and distinct services: (1) the IP outbound off-net voice service ("Outbound Voice Service") and (2) the IP inbound off-net voice service ("Inbound (DID) Voice Service"). Customer may order one or both of these Services individually on the Order Form.

- a) **Outbound Voice Service.** Supplier transmits outbound voice calls placed by Customer to locations in the same local calling area or in the same national calling area.
- b) **Inbound (DID) Voice Service.** Supplier transmits Inbound DID voice via the Session Initiated Protocol ("SIP") connection between Supplier and Customer. Supplier shall use commercially reasonable efforts to obtain required local Domestic Voice numbers as soon as practicable, and to work with the underlying carrier on switched translations and testing.

- 4.2 **Country Availability.** Domestic Voice Services are available in the countries identified in Addendum 5 at the following link, as updated from time-to-time: <https://portal.tatacommunications.com/wps/portal/NGP/NGPOTPAAuth/>. Customer must submit a new Customer Order Form to receive Domestic Voice Services in any new countries added by Supplier from time to time. Additional terms and conditions also may apply to new countries and these terms will be added to the Order Form.

- 4.3 **Pricing: Service Components.** The pricing for the Domestic Voice Services shall be as set forth in the Customer Order Form and may include the following components:

- a) **Call Charges** – include the applicable calling plan based on Customer volumes and per minute rate for domestic off-net calls.
- b) **Installation and Activation Charges** – include any identified Non-Recurring Charges ("NRC"), like customer set-up or one-time charges, as set out in the Customer Order Form or as agreed in writing by the Parties from time to time.
- c) **Telephone Number Charges** – include the monthly recurring charge ("MRC") and/or NRC for porting local DID's to Supplier's supplier, or ordering local DID's from Supplier's supplier. All DID's will be provisioned to enable the delivery of Emergency Services and Caller ID.
- d) **Channel Charges** – include the MRC and/or NRC for connecting Customer site with the voice core infrastructure of Supplier's supplier and providing sufficient voice calling capacity.
- e) **Cancellation Charges** – include the MRC and/or NRC for cancelling the provisioning or porting of DID numbers, including the rescheduling of porting after the porting date is scheduled with the losing carrier.

4.4 Pricing: Additional Fees:

- a) **Local Loop Charges** – Customer shall be responsible for all local loop charges, as discussed in advance and ordered on Customer's behalf and set out in the Customer Order Form, that Supplier is required to pay to any third party service provider and Customer's responsibility for such local loop charges shall survive reduction, suspension and/or termination of Services.
- b) **Blocking and Capping Charges** – Customer shall be responsible for all charges resulting from fraudulent use or non-payment of services that require the blocking or capping of voice traffic, or the unblocking, uncapping and restoration of voice traffic.
- c) **Customer Premise Equipment** – Customer shall be responsible for all charges for customer premise equipment ("CPE") required to support the Domestic Voice Services.
- d) **Premium Number Charges** – Customer shall be responsible for set-up, monthly or usage fees related to the provisioning or call termination of premium numbers.
- e) **Annual Call Volume Charges** – Customer shall be responsible for delivering the required call volume to achieve the per-minute rate set out in the calling plan. If the required call volume is not achieved by the end of the twelve month period identified in the

Order Form, Supplier may charge Customer an Annual Call Volume Charge for the shortfall in required call volume at the rate specified in the calling plan.

4.5 Customer Responsibilities:

- a) Customer is responsible for Customer PBX routing or router reconfiguration and any required inside wiring to connect the PBX or router to the Domestic Voice Services. Customer is responsible for configuring Customer PBX or router to block non-geographic premium rate or 900 numbers.
- b) For the Domestic Voice Service, Customer shall deliver valid CLI of all outbound calls to Supplier at all times. In general, the CLI must be associated with a telephone number that has been ported or provisioned for the Domestic Voice Service. If a valid CLI is not delivered to Supplier traffic, including emergency service traffic, may not complete. In addition, non-emergency Domestic Voice Service traffic delivered without a valid CLI may be terminated as Global Outbound Off-net Voice Service, subject to the terms, conditions, and pricing associated with that service. Supplier will deliver any CLI presentation restrictions indicated by Customer to third party operators.

4.6 DID Numbers: If Supplier provides or ports DID numbers to Customer as part of the Domestic Voice Services, despite anything to the contrary in the Agreement, the Service shall be deemed accepted when the DID numbers are delivered and/or ported to Customer in working order and Service Commencement Date shall be the date of such delivery/porting.

4.7 Telephone Books and Directory Assistance / Enquiries: Where required by applicable law, Supplier will put Customer's name, address and the Number(s) for the Domestic Voice Services in the telephone book published by the local provider for the respective area and make Customer's Number available to the directory assistance/enquiries database, as soon as practicable. However, subject to applicable law, Supplier will not do so if Customer instructs Supplier in writing not to do so. If Customer requires a special entry in the telephone book, Customer will be liable to pay an extra charge and sign a separate agreement for that special entry. It is Customer's responsibility to verify that all directory entries are correct and remain correct. Supplier accepts no liability for any errors nor is Supplier liable for any costs, financial issues or disputes that may arise from any omission or inaccuracy in the entry.

4.8 Australia-Specific Terms: The availability of Domestic Voice Services in Australia is subject to Customer executing the "Customer Service Guarantee Waiver". For Domestic Voice Services in Australia, the Domestic Voice Services are not available (i) to customers with less than AUD 3 million global revenue or (ii) if Customer's annual spend on the Domestic Voice Services in Australia is AUD 20,000 or less, or (iii) if Customer does not have a 'genuine and reasonable opportunity to negotiate the terms of the contract' with Supplier.

5. Emergency Calling.

5.1 General: Customer agrees that Supplier is not providing termination services to emergency numbers such as 120, 911 and 999 under this Service Schedule, except where Customer orders Domestic Voice Service from Supplier.

5.2 Release: Customer agrees that Supplier, its affiliates, directors, officers, employees, agents, underlying local provider(s) or other third party providers will not be liable for any injury, death, or damage to persons or property, arising directly or indirectly out of, or relating in any way to the Emergency Services, including without limitation any inability on the part of Customer or an End User to access the Emergency Service, unless such claims or causes of action arise from Supplier's gross negligence, recklessness or wilful misconduct. Notwithstanding anything to the contrary contained in this Service Schedule, Customer shall indemnify and hold harmless Supplier, its affiliates and their respective directors, officers, employees, agents, underlying local provider(s) or other third party providers from any liabilities, claims, damages, losses and expenses (including reasonable legal fees and expenses) which Supplier, its affiliates or any of their respective directors, officers, employees, agents, underlying local provider(s) or other third party providers may incur, arising directly or indirectly out of or relating to the Emergency Services.

5.3 Domestic Voice Service: Supplier will provide Outbound Voice Service to local emergency numbers (such as 112, 911 or 999 short-codes) in the country for which Customer has purchased service ("Emergency Services"). Customer acknowledges and agrees that differences exist between traditional telephone service and IP-based voice services (such as the Outbound Voice Service) and that the emergency calls may be handled differently than emergency calls placed with traditional telephone service. Customer expressly consents to the limitations of the Emergency Services as set forth in more detail in Addendum 3. Customer may consider alternate means for accessing traditional Emergency Services.

6. Audio Conferencing Service – India.

6.1 Service Description: Supplier offers the Audio Conferencing Service in India, which involves arranging the necessary access and domestic toll free ("DTF") numbers in India for Customer to access an India conference bridge. Supplier shall use commercially reasonable efforts to obtain the DTF numbers requested by Customer or its ordering Affiliate as soon as practicable.

6.2 Use Restrictions for Users in India: For a Solution that includes the Audio Conferencing Service, the Solution may involve multiple bridges located in different locations around the world that together establish a single conference session. In such situations, one of these bridges located outside India acts as the master bridge ("Master Bridge") and the other bridges act as secondary bridges ("Secondary Bridges"). Accordingly, in this circumstance the call flow for the Service is as follows: i) a user in India dials a local number and gets connected to a conference involving multiple bridges via a Secondary Bridge located outside of India; ii) the Master Bridge outside of India co-ordinates the conference by authenticating the identity of the participants dialing into the different Secondary Bridges allowing them to access the Master Bridge. Where an India caller is accessing a conferencing bridge that is

located outside India Customer shall not permit any portion of the conference call session to loop back within the geographical boundaries of India.

7. Multimodal Functionality.

- 7.1 Service Description.** Supplier's multimodal functionality enables routing and termination of video calls originated from a video calling enabled device to Customer's video calling enabled end point device(s) via a SIP trunk.
- 7.2 Operational Requirements:** Trunking over VPN. Customer may receive the multimodal functionality only over a VPN trunk. The specific parameters are available in Addendum 1 at <https://portal.tatacommunications.com/wps/portal/NGP/NGPOTPAuth/>.
- 7.3 Use Restrictions.** The multimodal functionality may only be used for video calling and Customer shall not use this functionality for PSTN connectivity or calling. If Customer's video end point is over Internet then video end connection is allowed only via VPN connection. Calling to third-party networks will only be enabled between the networks of entities that have consented to such access. Customer shall indemnify and hold Supplier harmless from any third party claims, actions or liabilities arising from Customer's violation of this Section. Supplier reserves the right to suspend any or all of the Services if Customer engages in activities that violate this Section. Supplier shall use commercially reasonable efforts to provide Customer with advance notice of such suspension and in any case shall provide written confirmation of such suspension and the reasons therefore within a commercially reasonable time after such suspension.
- 7.4 Special Term for Users in India.** For multimodal functionality, there will not be any PSTN voice connectivity to the SIP video session in any circumstances. Supplier's provision of the multimodal functionality shall be subject to Customer purchasing the underlying VPN service from Supplier.

B) GLOBAL SIP CONNECT RESTRICTIONS AND CONDITIONS

This section describes restrictions and conditions applicable to the Global SIP Connect Service, regardless of the component Services selected by Customer.

- a) **Availability.** Supplier's provision of the telephone numbers made available in connection with the Service is subject to the availability of the numbers(s) provided by third parties and Supplier cannot guarantee the continued availability of such numbers(s). For Domestic Voice Services number ranges requested by the Customer, Supplier cannot guarantee it will be able to procure specific number ranges.
- b) **Ownership of Numbers.** This Agreement does not convey to Customer any ownership interest in the numbers provided by Supplier. Supplier reserves the right to change, cancel, or move the number(s) at its sole discretion.
- c) **Number Porting.** For porting of domestic or international numbers, Supplier may require Customer to execute supplemental document provided by Supplier, including letters of authorization, invoices, Customer Service Records (CSR), and mandatory country specific documents.
- d) **Short Duration Calls.** For all Global Outbound Off-net Voice Service and Outbound Voice Service, the daily average call duration ("ACD") per pricing destination must be greater than or equal to 2 minutes. If the ACD falls below 2 minutes for any pricing destination, Supplier may, at its election, either reclassify the Service as a call center service and apply the rates applicable to such service, increase the rates to pass through any increased rates, penalties, or fees applied to such traffic by the terminating carrier, impose a surcharge of \$0.0200 (or local currency equivalent) per call attempt, or suspend the service.
- e) **Network Security.** The infrastructure used to provide the Service include networks provided by third party operators. Supplier takes reasonable precautions to protect customer from intrusions by third parties. However, Supplier cannot guarantee that: (i) the network infrastructure is entirely protected from unauthorized access or interception; (ii) such unauthorized access in the form of malicious software or spyware, for example, will not impair the use of the service or damage Customer's infrastructure (e.g. terminals, PCs) or otherwise damage Customer. Customer acknowledges that lawful interception by government authorities is not considered as unauthorized access or interception, therefore Supplier will not be liable for any damages towards Customer connected with such lawful interception.
- f) **Non-standard Porting Fees.** Provisioning or porting of DID numbers will be scheduled during normal business hours (09:00 to 17:00) local time. If Customer wants to schedule the provisioning or porting during non-business hours, this will be dependent on the availability of third party suppliers. Customer will be responsible for all additional fees for after-hours support. Customer shall also be responsible for any third-party fees incurred if scheduled porting is cancelled with insufficient notice as per local standard lead times, which can be provided prior to the porting requests.
- g) **Country-Specific Fees.** In addition to the other fees identified in this Service Schedule, Supplier may include on a pass-through basis non-recurring implementation fees and/or monthly recurring fees in particular countries for each existing and/or new DID or Domestic Voice number supplied by Supplier to Customer (collectively "Other Charges") where such fees are imposed by the underlying service provider. Supplier shall notify Customer of any such Other Charges in the Customer Order Form and/or in accordance with the Agreement. In addition, Supplier may invoice Customer, and Customer shall reimburse Supplier, for any regulatory fees, assessments, or contributions charged to Supplier by any Governmental Authority in connection with the Service(s) provided hereunder.
- h) **Inbound Service Restrictions.** In order to receive Global Inbound Off-Net Voice Services in certain countries, Customer may need to complete additional documentation to accommodate local requirements, which will be identified by Supplier prior to providing the applicable Service component of the Solution.
- i) **Resale Restrictions:** Customer shall not provide the Solution or Services to customers who are not End Users.

C) CUSTOMER RESPONSIBILITIES: Customer shall be responsible for the following:

- a) Customer PBX/dialler/call controller routing reconfiguration and any required inside wiring to connect Services to PBX/dialler/call controller.

- b) Configuring Customer PBX/dialler for non-international routing and Emergency Service calls (e.g. E911 in the US) per applicable regulations.
- c) For the Global Outbound Off-Net Voice Service over dedicated/public IP network, for maintaining and having the relevant regulatory operating licenses for international and in-country off-net calls.
- d) For the Global Outbound Off-net Voice Service, for delivering valid CLI of all outbound calls to Supplier at all times. If a valid CLI is not delivered to Supplier traffic may not complete. Supplier will deliver any CLI presentation restrictions indicated by Customer to third party operators.
- e) For Services provided in India, for partitioning platform (i.e. PBX) configuration and keeping call flows routed towards Global SIP Connect Service separate from other call routing flows. Customer agrees not to provide conferencing for calls from Supplier Network net to domestic off-net destinations in India.
- f) For Global Outbound Off-Net Voice Service or Global Inbound Off-Net Voice Services over MPLS network provided in India, for obtaining another Service Provider ("OSP") licence from the Department of Telecommunications, Government of India.

[End of Addendum 2]

Addendum 3

EMERGENCY SERVICES:

This Addendum is part of the Service Schedule for the Tata Communications With Skype For Business Solution and describes the limitations to any Emergency Services provided as part of the Outbound Voice Service. These limitations apply to Customer and its End Users.

1. Customer acknowledges that the Emergency Services may not be available in the event of a power failure, fraudulent use, non-payment of Services, failure of Customer's equipment, service outage, or network or Internet congestion, outage, termination or suspension of Services, or if a valid CLI is not delivered with the traffic, and Customer accepts the responsibility of ensuring that it has the means to make emergency calls. Customer also agrees to notify any End Users or potential End Users of the nature and limitations of the Emergency Services as described in this Addendum. Supplier will not be liable for any loss or damage (financial or otherwise) where Customer fails to do so.
2. The provision of Emergency Services shall be conditioned on Customer providing Supplier with accurate location data, call back number, valid address or any other information required by Supplier in order to provide the Emergency Services. Customer shall provide this information in a timely manner and in a format established by Supplier. Customer shall update this information whenever necessary to reflect changes. The Parties understand and acknowledge that should Customer fail to provide any such information, Supplier may not be able to provide the Emergency Services, in whole or in part. Customer agrees to release, indemnify and hold Supplier and all of its affiliates, directors, officers, employees, agents, underlying local provider(s) or other third party providers harmless from any and all claims, damages, suits, costs, charges, or fees (including attorney's fees and court costs) arising from or related to any claims or liability that may arise from Customer's failure to satisfy this Section including resulting from the failure of Customer to provide a correct or updated address to Supplier.
3. For Emergency Services provided in the United States of America, Customer affirmatively acknowledges that Supplier does not provide traditional 911 services and that the Emergency Services are subject to the following limitations:
 - a) **Emergency Service Responders May Not Automatically Know The Number or Location.** Unlike traditional emergency 911 services, when Customer calls 911 using the Emergency Services, the emergency personnel receiving the call may not be able to automatically identify the phone number or the physical address from which the call originates. Customer might need to tell the emergency personnel the nature of the emergency, give them the phone number, and describe the physical location. If the call is dropped for any reason, emergency personnel may not be able to call back or find the location.
 - b) **The Call May Not Reach the Correct Emergency Service If the Service Registers An Incorrect Service Address.** If Customer registers for Emergency Services using an incorrect physical address, emergency calls may be routed to the incorrect emergency service provider. The emergency personnel may not be able to respond to the emergency, transfer the call to the geographically appropriate emergency center or otherwise provide assistance.
 - c) **The Call May Not Reach the Correct Emergency Services If the Telephone Number Does Not Match Customer's Actual Geographic Location.** Emergency service personnel cannot accurately track the location through Supplier's system and it is therefore important that the location registration remains updated. For example, if Customer utilizes its telephone equipment in Virginia where the area code is 703, but the assigned Number has an area code of 212, an area code associated with New York City, when Customer dials 911, it may not be able to reach any emergency personnel. Even if Customer does reach emergency personnel, it may not be calling the emergency personnel near Customer's actual location (the Virginia caller may be calling emergency services located in New York) and the emergency personnel may not be able to transfer the call to respond to the emergency, or otherwise provide assistance.
 - d) **The Call May Not Reach the Correct Emergency Services If The Equipment Is Moved to a Location Different From the Address Initially Registered.** It is important that the location of the Emergency Service is accurately registered every time the equipment is moved. If the equipment is moved to another location without reregistering, when a call is made to 911, the call may not reach any emergency personnel. Even if emergency personnel is reached, the call may not be completed to the emergency personnel near the actual location if the location has not been updated and emergency personnel may not be able to transfer the call, respond to the emergency, or otherwise provide assistance.
 - e) **The Call May Not Reach the Correct Emergency Services If The New Location Is Not Re-Registered Or Customer Calls 911 Within 48 Hours of Updating Its Location.** It is important that the location of the Emergency Service is accurately registered every time the equipment is moved. Location changes may take up to 48 hours for the location change to be reflected in Supplier's records. During that time, the calls may not reach any emergency service provider or may not reach the correct emergency services provider.
 - f) **911 Service Will Not Work If There Is A Power Outage, A Network Outage Or Disruption.** Outages in the electricity and problems with the connection, including network congestion, will disrupt the Emergency Services making emergency calling using the Emergency Services unavailable.
 - g) **911 Service Will Not Work If the Service Is Disconnected.** If a service outage occurs due to a suspension of the service account, due to billing issues or for any other reason, the Emergency Services will not be available for making any emergency calls.
4. **United States Emergency Services.** The following provisions also apply to Emergency Services provided in the United States of America:
 - a) Customer agrees to affix to each enabled device, labels that explain the limitations of the Emergency Services. Supplier will provide the labels to Customer. Customer agrees to release, indemnify and hold Supplier and all of its affiliates, directors, officers, employees, agents, underlying local provider(s) or other third party providers harmless from any and all claims, damages, suits,



costs, charges, or fees (including attorney's fees and court costs) arising from or related to any claims or liability that may arise from Customer's failure to affix the labels.

- b) Customer acknowledges that only the following dial digit plans are acceptable for completion of emergency calls using Emergency Services: (1) 911, (2) 1911, (3) +911, and (4) +1911.
 - c) If a call is made from an improperly provisioned telephone number, the call may not be automatically routed to the correct Public Service Answering Point ("PSAP"). Instead, that call may be handled by the backbone provider 24/7 Emergency Call Center ("ECC"). Customer acknowledges that for emergency call routing involving the ECC, Supplier has no ability to assist the caller if: (i) the caller cannot speak or identify their address; (ii) the data connectivity between the address database and the ECC is interrupted; or (iii) Supplier cannot provide the endpoint location information. Customer must also pay a per-call ECC charge of US\$75. Customer acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. If Customer places five or more calls to the ECC over a period of one calendar month, Customer will be subject to an additional US\$500 fee. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will be incurred by Supplier and not a penalty. Supplier may terminate this Addendum and Service, if Customer fails to correct non-provisioned or improperly provisioned telephone numbers and addresses, resulting in the imposition of repeated monthly additional fees.
 - d) Customer acknowledges that in regions where Emergency Services are provided by means of a non-native 9-1-1 solution, including but not limited to emergency calls which do not flow through the Public Switched Telephone Network selective router and route to the trunk group serving the appropriate PSAP, if a caller cannot speak, no information will be provided to the PSAP to contact either Customer or Supplier to obtain information on how the call should be handled.
5. **Canada Emergency Services.** For Emergency Services provided in Canada, Customer affirmatively acknowledges and expressly consents that Supplier does not provide traditional 911 services and that the Emergency Services are subject to the following additional limitations:
- a) **Placing 911 calls:** With traditional phone service, Customer's 911 call is sent directly to the nearest emergency response center. With the Emergency Services, the call is sent to a national emergency call center. The call center operator will confirm Customer's location information and then transfer the 911 call to the emergency response center nearest Customer's location. Customer should be prepared to confirm his or her address and call-back number since the operator may not have this information.
 - b) **How Customer information is provided:** Supplier will attempt to automatically provide the PSAP dispatcher or emergency service operator with the location associated with Customer's account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain the physical location. Therefore, when an Emergency Service call is made, the dispatcher must immediately be informed of the location of the emergency.
 - c) **Correctness of information:** Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) with his or her account. If Customer does not correctly identify the actual location where he or she is located, or if Customer's account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.
 - d) **Disconnections:** An Emergency Service call must not be disconnected until the dispatcher confirms that he or she has the necessary contact information and emergency location information. Customer should call back immediately if the call is disconnected.
 - e) **Connection time:** For technical reasons, including network congestion, it is possible that an Emergency Service call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

[End of Addendum 3]



Addendum 4

DEFINITIONS

This Addendum is part of the Service Schedule for the Tata Communications With Skype For Business Solution and describes defined terms used in that document. In the event of a conflict between any terms in this Addendum and definition in the General Terms governing the Solution Agreement, the definitions in this Addendum shall govern.

"Business Day" means any day other than Saturday, Sunday or a day which is a public holiday in the country where the Service is provided.

"Business Hour" means any hour from 9am to 5pm on a Business Day.

"Caller Line Identification" or **"CLI"** means a service whereby the caller's number is transmitted and presented to the called party.

"Class of Service" or **"COS"** means the priority of the IP packets that can be set and sent to Supplier Network as part of the GVPN Service Class of Service package ordered by Customer as set out in the Customer Order Form. COS values can be a combination of COS 1, 2, 3, 4, 5 or 6.

"Customer Premises Equipment" or **"CPE"** means equipment provided by Customer or Supplier and used in conjunction with the Supplier Network in order to receive the Service.

"GVPN Port" means a VPN access point to which Customer is connected to the Supplier Network via a provider edge router, and which is the Service Access Point for the delivery of Unmanaged Service to Customer.

"Planned Maintenance" means any preventative, routine or scheduled maintenance which is performed with regard to the GVPN Service, the Supplier Network or any component thereof, which Supplier or its agents reasonably believe is necessary in order to maintain the Service or prevent or remedy a defect which may affect Customer's use or access to the Services. Supplier shall endeavor to give Customer at least seven (7) day notice of any Planned Maintenance event.

"Qualifying Incidents" means the incidents for which Customer raises a Trouble Ticket and which are confirmed by Supplier as a fault or Service degradation or an incident where a Trouble Ticket is raised by Supplier.

"Qualified Down Time" means that portion of a Qualifying Incident that is not an Exclusion.

"Scheduled Maintenance" means any maintenance of the Supplier Network or to any Supplier Network element which is a part of Customer's service and for which Customer shall be sent a notice of Scheduled Maintenance a minimum of 24 hours in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Supplier (telephone, email, fax, account manager).

"Service Access Point" or **"SAP"** means the logical or physical element which acts as the demarcation point between Customer's domain and Supplier's domain, representing the point at which Service is available and specific Service level targets are committed and measured.

"Service Commencement Date" means (i) the date Customer has accepted or is deemed to have accepted the Services in accordance with the provisions of the MSA or applicable Service Schedule; or (ii) the date Customer begins using the Services other than for testing purposes, whichever date is earlier.

"Service Outage" or **"Outage"** means an instance when Customer is unable to convey traffic to one (1) or more Sites via the Supplier Network (other than an Exclusions) which results in Service Unavailability.

"Service Unavailability" means the duration of any Qualified Down Time experienced at a Service Access Point.

"Site" or **"Managed Site"** means the site owned or controlled by Customer which is directly connected to Supplier's PoP and which hosts a physical element(s) which is managed by Supplier as set out in the Customer Order Form.

"Supplier Network" means the telecommunications network and network components owned, operated and maintained by Supplier and its Affiliates, including points of presence (**"PoP"**). The Supplier Network does not include Customer Premises Equipment (**"CPE"**) such as modems, routers, etc., local data links between a POP and Customer's location or any networks or network equipment not owned or controlled by Supplier.

"Trouble Ticket" means the official method used by Customer to advise Supplier of a potential Service Outage.

"VPN" means virtual private network.

[End of Addendum 4]

