



1 SERVICE DESCRIPTION FOR LAN IP VIDEO SERVICES

1.1 Definitions

All capitalized terms used but not defined herein will have their meanings set out in the General Conditions and in the Specific Conditions for Integration Services.

"**Additional Equipment**" means any Equipment (as hereinafter defined) added to this Service Description after the Effective Date.

"**Business Hours**" mean the normal working hours for each day in each country where the Services are provided (except locally observed holidays in such countries).

"**Charges**" means the prices for the Products and the Services.

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

"**Equipment**" means the Polycom videoconferencing hardware and software that Orange has Maintenance Service responsibility for, including all Existing Equipment (as hereinafter defined) and all Additional Equipment subsequently installed at the Sites.

"**Existing Equipment**" means any Equipment which was installed at a Site prior to the execution of this Agreement, and for which Orange will have Maintenance Service responsibilities.

"**Fault**" means a fault, failure, or malfunction in the Proper Operational Condition (as hereinafter defined) of the Equipment.

"**Fault Call**" means the notification made by the Customer to the GCSC (as hereinafter defined) to report the non-operability of the Equipment.

"**Field Engineer**" means the technical personnel who will provide the Services at the Sites.

"**GCSC**" means the Orange Global Customer Support Centers.

"**Hardware**" means computer or telecommunications hardware provided by Customer, or by Orange pursuant to this Service Description. This term will be deemed to refer to such hardware purchased by Orange from a third party.

"**Installation Date**" means the date that the installation of the Equipment at the Site is completed.

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

"**Maintenance Services**" means the Services as described in this Service Description provided by Orange to restore the Equipment to Proper Operational Condition.

"**Manufacturer**" or "**Vendor**" means the actual manufacturer of the Equipment.

"**Order Form**" means the completed form(s) signed by the duly authorized representatives of the Parties, describing the Equipment to be maintained, the Site address, the charges for the Services, the responsibility for spare parts, the invoicing address, and any other pertinent information.

"**Polycom**" means Polycom Inc. or the Equipment manufactured by Polycom Inc.

"**Products**" mean the Hardware and Software procured by Orange on behalf of Customer, pursuant to an Order.

"**Proper Operational Condition**" means the correct operational status defined by the Manufacturer, or as mutually agreed by the Parties and includes the ability of any item of Equipment to run the specified operating system software, but not any applications existing on the Equipment.

"**Service Center**" means the location from which a Field Engineer is dispatched to provide Services at a Site.

"**Services**" means the Orange Maintenance and Support Services described in this document.

"**Site**" means the physical location where Orange provides the Services to Customer.

"**Site Survey**" means the process by which Orange determines the quality of the Site and the Existing Equipment.

"**Software**" means the set of instructions, in object code format, which operates on the Hardware.

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

"**Specific Conditions**" means the Specific Conditions for Integration Services.

"**SPOC**" or "**Single Point of Contact**" means each individual designated by Orange and Customer to serve as the focal point for all communications between the Parties regarding the provision of Services.

"**Standard Service Radius**" means the area measured from a Service Center within which Orange is required to meet the stated Repair, Response, and Restore Times. The Standard Service Radius is fifty (50) kilometers).

"**User**" means the entity or entities that are designated in an Order Form as the recipient of Products.

1.2 Orange Project Management Services

1.2.1 **Project Management Services.** If Ordered by Customer, Orange will assign a Project Manager to work with Customer to define, plan, guide, and monitor all Services to be provided hereunder.

The Project Manager has accountability and authority to commit resources to this Service Description as necessary, in order to deliver the Services.

Orange expects Customer to nominate specific parties who will have authority to commit resources to the project within Customer.

Project Management Services will be invoiced to Customer at the rates set forth in the Charges Schedule.

1.2.1.1 **Scope of Services.** The Project Manager will function as the primary point-of-contact between Orange and Customer throughout the Term of the Agreement, and will assume the following responsibilities

- Define the roles and responsibilities of all involved parties;
- Define, develop and agree to the Service parameters, and associated documentation including but not limited to
- Produce detailed troubleshooting material to be used by the Field Engineers dispatched by Orange;
- Produce implementation plans for IMACs and other projects;
- Produce status reports;
- Ensure that procedures are defined;
- Ensure that all milestones are met by all Parties;
- Implement timely roll-out of services to meet Customer's expectations;
- Coordinate all IMAC-related activities as described in this Service Description;
- Coordinate and conduct regular meetings with Customer to review service and account activity.
- Provide deployment problem management and escalation procedures and escalate issues to Customer when necessary;
- Distribute all necessary documentation to the Orange Field Engineers;
- Schedule, track, and report on all Orders.

1.3 Procurement of Polycom Equipment

1.3.1 Ordering

Customer will place Orders for the Equipment with Orange in accordance with Clause A1.2 (Ordering) of the Specific Conditions for Integration Services.

1.3.2 Software Licensing

1.3.2.1 **Procurement of Licenses.** Customer authorizes Orange to act on its behalf for the limited purpose of obtaining in Customer's name, from the Software licensors, the required number of personal, non-transferable, and nonexclusive Licenses to use, in object code form, all Software and related Documentation furnished to Customer under the Agreement. These Licenses will be limited to use of the Software with the Hardware for which the Software was obtained or, on a temporary basis, on back-up Hardware when the original Hardware is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed to in writing by the Software licensor.

1.3.2.2 **Compliance with License Terms.** All Licenses will be subject to the terms and conditions of the Software license (the "**License**"), which will be delivered to Customer at the time of installation of the Hardware. Customer acknowledges that it is bound by the terms and provisions of the Software license agreement that are contained within the Software or the Documentation. The duties and obligations of Customer under the Agreement and in all Licenses will remain in full force and effect for so long as Customer continues to control, possess, or use the Software in a manner consistent with the terms and conditions set out in the License.

Customer acknowledges that the Software is copyrighted by the Software licensors and Customer agrees that it will fully respect the Orange pass-through rights under all relevant copyright laws.

Customer agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Software. Customer may make a single archive copy of the Software, which must contain the same copyright notice and proprietary markings as are on the original Software. Use of the Software on any Products other than that for which it was obtained, or any other material breach by Customer will automatically terminate the License. If the terms of the

Agreement as it relates to the Software, differ from the terms of any License, the terms of the License will govern.

1.3.2.3 **License Documentation.** Customer agrees to execute all documents, instruments and agreements, including, the Licenses, which may be required by the Software licensor. If Customer fails or refuses to execute such documents upon delivery, the Software will be promptly returned to Orange in its original condition for a refund as reasonably determined by Orange.

1.3.2.4 **Software Warranty Disclaimer.** Orange will not be responsible for Software defects or failures resulting from misuse, neglect, accident or abuse or improperly installation, unauthorized modification or alteration, or resulting from improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by licensor.

1.4 Logistics

1.4.1 Shipment

Orange will instruct the Vendor to ship all Products contained in an Order Form in one shipment, whenever possible. Orange will notify Customer if a partial shipment is necessary, prior to the release of a partial shipment. Orange will not be liable for any delay in performance due to causes beyond the reasonable control of Orange.

1.4.2 Delivery

Due to the size and weight of the Products, delivery will be deemed complete when the Products are delivered to Customer's loading bay or delivery area, and not the office suite where the Products will be installed, and the risk of loss, as outline in Clause A1.3.3 (Risk of Loss) of the Specific Conditions for Integration Services, will transfer from Orange to Customer. When requested, and for an additional fee, Orange will arrange for delivery of the Products to the room where they will be installed. If Customer elects not to have Orange deliver the Products to the actual installation location, Customer accepts responsibility for any loss or damage after delivery to the loading bay.

1.4.3 Importation by Customer to Sites

Due to the fiscal and customs mechanisms applicable to the export and import operations on a global basis, Products will be shipped from the Orange facility and will be addressed directly to the Site and under the User name, unless otherwise agreed to between the Parties.

1.4.4 Selection of Carrier

Orange will arrange for and prepay all freight charges, including transportation, insurance, and handling charges and all brokerage fees for delivery of the Products to the Sites, which will be reinvoiced to Customer at cost to Orange plus a 5% percent treasury fee, or the rate otherwise agreed to between the Parties. Unless Customer provides Orange with specific shipping instructions, Orange will select the carrier(s) and arrange for shipment. Orange will not thereby assume any liability in connection with the shipment, nor will the carrier be construed to be an agent of Orange.

1.5 Acceptance of Products and Title

1.5.1 Acceptance

Customer will accept a Product on the date ("**Acceptance Date**") when the Product has been received at the User Site. Customer will give Orange written notice within 5 days of the delivery of the Products that the Products do not conform to corresponding Order Form. If Customer does not provide such notice in a timely manner, the Products will be deemed accepted.

1.5.2 Title

Title to the Products passes to Customer upon delivery to the carrier; however, Orange hereby reserves and maintains, and Customer hereby grants and conveys to Orange, a purchase money security interest in the Products until such time as full payment of all amounts by Customer to Orange due hereunder have been remitted by Customer.

1.6 Site Surveys

1.6.1 New Equipment

Orange may not require a Site Survey for installation of new Equipment.

1.6.2 Maintenance Takeover

Orange will require a Site Survey if Customer has submitted an Order for Orange to provide Maintenance Services for Equipment previously installed at a Site.

A Field Engineer will perform a Site Survey for each Site as requested in an Order. The Site Survey may involve a walk-through with a Customer representative. On this visit, the Field Engineer will gather appropriate information in order to determine if the Equipment is in Proper Operational Condition and can be accepted by Orange for the commencement of Services. The Field Engineer will take all necessary precautions during the Site Survey to ensure that the operation of Existing Equipment remains uninterrupted.

Charges for Site Surveys will be set forth in the Order.

1.6.2.1 **Orange Responsibilities.** A Customer representative must accompany the Field Engineer at all times during the Site Survey. Items in the Site Survey form to be documented will include:

- Location of equipment cabinets;
- Hardware make and model;
- Hardware serial number;
- Current software load;
- Capability of the Existing Equipment to support latest software release;
- Capability of the Existing Equipment to support IP connectivity
- Environmental conditions (e.g. heat, ventilation, air conditioning, humidity) as best can be determined from visual inspection;

1.6.2.2 **Customer Responsibilities.** Customer will provide Orange the following information for each Site to enable Orange to perform the Site Survey:

- Site location and address;
- Local Customer contact and phone number, as well as name and telephone of alternate contact at site (if available);
- Access hours for site availability;
- List types and quantities of Equipment to be maintained at the Site;
- Any technical data, including without limitation, configurations, schematics and diagrams, which are available prior to the Site Survey.

1.7 Maintenance Services

1.7.1 Fault Call Reporting

Customer will promptly report all Faults to the GCSC in accordance with the Fault reporting procedures provided. All Fault Calls will contain the following information:

- Ticket Number/Customer Number;
- Site Address and identification code;
- Equipment type and Codec serial number;
- Nature of the Fault;
- Local time at Site;
- Hours of Access and Site contact information;

Customer will ensure that the appropriate Customer personnel promptly report all Faults. Orange will not accept any Fault Calls from any source other than the Customer; however, Orange will direct the party attempting to place that Fault Call to the Customer for resolution. Orange will not be responsible to provide Maintenance Services in the event a Fault is not reported in accordance with this requirement, or not in accordance with the Fault Reporting Procedure.

1.7.2 Scope of Maintenance Services

Maintenance Services provided by Orange consist of restoring the Equipment to Proper Operational Condition in the event of a Fault, through remote diagnostics and troubleshooting, on-Site replacement of non-functioning Hardware, and installation of Software updates.

(a) **Remote Troubleshooting and Diagnostics.** Upon receipt of a Fault Call, Orange may perform first level diagnostics and remote troubleshooting ("**Diagnostics**"), prior to dispatching a Field Engineer to the Site. Diagnostics consist of:

- Determination of the Fault at the component level whenever possible; and
- Elimination of software-related faults, if possible.

(b) **On-Site Maintenance Services.** If the GCSC is unable to restore the Equipment to Proper Operational Condition through Diagnostics, a Field Engineer will be dispatched to the Site. On-Site Maintenance Services includes:

- Coordination of the delivery of Spares with the arrival of the Field Engineer.
- Coordination of fault determination through additional remote diagnostics and troubleshooting procedures with the GCSC and appropriate Customer contact as necessary.
- Replacing defective parts and field replaceable units with Spares.

Upon completion of the Maintenance Service, the Field Engineer will contact the GCSC to begin system diagnostics and turn-up prior to leaving the Site. After successful turn-up, the Field Engineer will initiate call closure.

Physical configuring or reconfiguring Equipment is not included in on-Site Maintenance Services, and will be chargeable to Customer at the appropriate Hourly Labor Rates. Orange will have no responsibility to configure or reconfigure any Software.

Orange will provide the Services during Normal Business Hours, Mondays through Fridays, excluding locally observed holidays. Call back to initiate remote diagnostics and troubleshooting will commence within one (1) hour of receipt of the Fault Call. In the event that the Fault cannot be remedied through remote diagnostics and troubleshooting, Orange will dispatch a Field Engineer to the Site with the appropriate Spare on the next Business Day.

1.7.3 **Commencement of Maintenance Services**

1.7.3.1 **Existing Equipment.** Orange must receive all Order Forms for Existing Equipment at least 60 days prior to the requested commencement date of Maintenance Services. As a supplement to these Order Forms, Customer may be required to provide to Orange, in electronic format, a complete database of all Existing Equipment by location and by type, including, model number, type, serial number (where available), and location (full address, including ZIP/postal code in order. A contact name, and phone number will be provided for each Site. Customer states that, to the best of its knowledge, the Existing Equipment listed in these Order Forms has been continuously maintained and is in Proper Operational Condition at the time of execution of the Order Form. Customer will make available, wherever possible, all maintenance records relating to the Equipment.

Prior to commencement of Services at any Site where there is Existing Equipment; Orange and Customer will make the necessary arrangements to conduct a Site Survey, at the rate set out in the Charges Schedule. If the Existing Equipment is found to be in Faulty condition, Orange cannot commence Maintenance Services for that Site until the Existing Equipment is repaired. Orange will perform such repairs at the then current time and materials rate.

1.7.3.2 **Additional Equipment.** Orange will be responsible to commence Maintenance Services upon completion of installation of any new Equipment, which will be immediately made part of this Service Description by means of a completed Order Form signed by the Customer upon installation of the Equipment.

1.7.3.3 **Hardware Technical Support.** Orange will provide a second level support mechanism for its Field Engineers, which will be available to provide such support by telephone, 24 hours per day, 7 days per week (Monday - Sunday, 52 weeks per year, including holidays). Such support will include assisting the field technician through diagnostics and troubleshooting to identify and resolve hardware problems the Field Engineer is not otherwise able to resolve.

1.7.4 **Maintenance Services Exclusions**

Orange will be under no obligation to furnish Services, nor will Orange be liable to Customer for damages to Customer for loss of the use of the Equipment caused by any of the following (collectively "**Limitations**"):

- (a) Partial or total loss of the use of the Equipment occasioned by temperature or electrical current fluctuation, fire, flood, riots, warfare or any other casualty, loss, or the repair of any Equipment which by reason of age or extreme or abusive use has become so debilitated as to be beyond reasonable repair;
- (b) Damage caused by adjustments and repairs made by persons other than Orange own representatives, or its sub-contractors or personnel approved in writing by Orange;
- (c) Damage caused by computer viruses;
- (d) Any instabilities in the operation of the Equipment which are caused by or related to Equipment or software failure caused by or related to Year 2000 non-compliance;
- (e) Any instabilities in the operation of the Equipment which are caused by or related to the installation of Software Upgrades (as defined in Clause 1.9.2) by Customer without the knowledge or agreement of Orange, or by any hardware not maintained, installed or supported by Orange which is connected to the Equipment;
- (f) Interventions and repairs rendered necessary by the above causes may be performed by Orange at the Customer's request, and will be charged to Customer at the appropriate Hourly Labor Rate.

Services hereunder do not include:

- Provision of operating supplies or accessories;
- Electrical work external to the Equipment, except as otherwise set out in this Service Description;
- Maintenance of attachments or other devices not listed a fully executed Order Form;
- Correction of software databases, and/or programming errors or any errors or damages caused by or arising out of input or error, except as otherwise set out in this Service Description.

Customer will ensure that Site will maintain the proper environmental conditions, including temperature and humidity, are maintained within the tolerances specified by the Manufacturer.

1.7.5 Spares

The Services include the provision of Spares necessary to support the Equipment at a level that is consistent to meet the support levels set out in each Order Form, all costs associated with shipping and repairing of any Spares are included in the monthly Charge. All non-functioning Equipment replaced by a Spare will be returned to the Vendor and become the property of the Vendor, and all Spares installed to replace non-functioning Equipment will become the property of Customer.

1.7.6 Obsolete Equipment

If the Vendor has notified the market that a type of Equipment is no longer supported (hereinafter "**Obsolete Equipment**"), Orange will manage the withdrawal of the Customer's relevant Obsolete Equipment from Maintenance Services in a timely and consistent manner, following a two-phase approach.

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

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

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

1.8 Installations, Moves, Adds, Changes, Deletions and Equipment Upgrades ("IMACS")

1.8.1 IMAC General Provision

1.8.1.1 **Scheduling.** Orders for IMAC Services must be received by Orange at least 5 Business Days prior to the date such IMAC Service is required.

1.8.1.2 **Site Preparation.** If Site preparation requirements are needed, Customer will ensure that all such requirements are completed prior to Orange providing any further services. If Customer fails to complete all required Site preparations, Orange is relieved of its responsibilities at that site until the Site has been properly and fully prepared.

Orange will not be responsible for any failure to complete an IMAC by the requested date, if such failure is due to any cause beyond the control of Orange, including but not limited to, inability to gain access to the Site as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or User's failure to prepare the Site as required.

1.8.1.3 **IMAC Rescheduling.** In the event the requested date for performance of an IMAC needs to be revised by Customer, Customer will provide at least 3 Business Days advance notice of such revision. If the number of rescheduled IMACs exceeds 5 in any month, the Customer SPOC will be required to evaluate the reasons for the high reschedule rate and take appropriate action to correct the problem.

1.8.1.4 **Charges for IMACs.** Unless otherwise agreed to between the Parties, the charges for installation Services are set forth in the Charges Schedule. All other IMAC Services described in this Clause 1.8 will be charged at the appropriate Hourly Labor Rate.

1.8.2 Installation

1.8.2.1 **Orange Responsibilities.** Orange will:

- (a) Provide the Field Engineers with the appropriate installation documentation for each Equipment installation, including testing procedures and an installation checklist for all Equipment and cables (the "**Installation Documentation**");
- (b) Confirm that the Site has been properly prepared and that the Equipment has been delivered to the Site;
- (c) Determine if wiring is in place between the Equipment cabinet and the demarcation point, prior to the start of the installation of Equipment;
- (d) Unpack, inventory, and perform the activities to install the Equipment;
- (e) Interconnect the Equipment to the demarcation, test all Equipment and provide the Customer SPOC with the test results, and initiate turn-up using information obtained from the Installation Documentation;

- (f) Notify the Customer SPOC immediately in the event any problems occur during installation which adversely affect the installation process;
- (g) Commence Maintenance Services as of the date in which the installation was completed, subject to the provisions of Clause 1.7.3.2;
- (h) Prepare a site exhibit form, detailing, inter alia, the Equipment installed at a Site, the hours of coverage, Spares responsibility and invoicing information, and present to Customer for signature within 15 Business Days from completion of the installation.

1.8.2.2 **Customer Responsibilities.** Customer will:

- (a) Notify Orange if any User timeframes for installation and support have changed from the information contained in the Order provided to Orange;
- (b) In the event the User cancels an installation Order after the Equipment has been delivered to Orange, Customer will promptly advise Orange of the redeployment of the Equipment for a different installation or if the Equipment should be returned to Customer. Customer will pay all actual shipping costs plus a handling charge of 5% to Orange;
- (c) Promptly sign and return the completed Order Forms upon presentation by Orange.

1.8.2.3 **Installation Failures.** Successful installation of the Equipment assumes that the network portions are correctly installed and operational. Should Orange be unable to complete the installation of the Equipment due to a network failure, Orange will, upon request of Customer, work with Customer to diagnose and resolve the problem, in accordance with the appropriate Hourly Labor Rates.

1.8.3 **Installation of Additional Equipment Existing Sites**

Upon receipt and acceptance of an Order, Orange will install additional Equipment at an existing Site. The individual tasks required from the Parties set the same as forth in Clause 1.8.2 (Installation) of this Service Description.

1.8.4 **Equipment Deinstallation**

As requested in an Order, Orange will provide Services for the deinstallation of an entire Site, or a partial deinstallation of Equipment from a Site.

A Field Engineer will arrive at the Site, deinstall, and pack the Equipment for shipment or disposal. In the event that Customer requests that Orange store the deinstalled Equipment, Orange will ship that Equipment to an Orange facility for storage. Customer will pay all actual costs for packing materials, shipping, and handling plus a handling charge of 5% to Orange. Orange will arrange for storage of the Equipment at a rate mutually agreed to between the Parties.

1.8.4.1 **Customer Responsibilities.** Customer will be responsible to:

- (a) Supply Orange with the exact configuration of the Site being deinstalled for establishing the correct packing carton requirements at the local site;
- (b) Provide shipping information and/or disposal instructions;
- (c) Provide local contact name, telephone number and alternate contact information (if available);
- (d) Arrange with the local Site for storage and shipment of boxes and Equipment.

1.8.4.2 **Orange Responsibilities.** Orange will be responsible to:

- (a) Conduct a comprehensive inventory of the Equipment and record model and serial numbers (the format will be determined and agreed to between the Parties prior to any deinstallation);
- (b) If the Equipment scheduled for deinstallation will be shipped from the Site, Orange will:
 - Ensure all packing materials are placed in the mutually agreed local storage site, pending shipment in accordance with Customer instructions;
 - Disconnect all cables from the Equipment, pack, and label the boxes for shipping;
 - Prepare all Equipment for shipping in accordance with Customer's instructions;
 - Arrange for shipment of Equipment with local carriers;
- (c) If the Equipment scheduled for deinstallation will be disposed of, Orange will dispose of such Equipment in accordance with the disposal instructions provided by Customer;
- (d) Notify the Customer Provisioning Department that the Site or the Equipment has been successfully deinstalled.

1.8.5 **Moving Equipment within a Site**

All Equipment moves within a Site will require (i) de-installation of the relevant Equipment from the current location with the Site and (ii) installation of the Equipment at the new location within the Site. The Parties' responsibilities regarding the activities for deinstallation and installation are set out in Clause 1.8.2 (Installation) and Clause 1.8.4 (Deinstallation of Customer Equipment).

Additional Customer responsibilities will include:

- (a) Ensure that the new location is properly prepared;
- (b) Provide the necessary documentation with the specifics for the Equipment move, including addresses;
- (c) Provide local contact name, telephone number, and alternate contact information (if available) at the original Site and the new Site.

1.8.6 Moving Equipment between Sites

Movement of Equipment between Sites will be treated as a complete deinstallation of the original Site requiring an inventory of the Equipment, and complete installation at the new Site in accordance of the procedures set forth in Clause 1.8.2 (Installation) and Clause 1.8.4 (Deinstallation of Customer Equipment). Generally, any movement of Equipment between Sites will not be deemed an early termination, as described in the Specific Conditions for Integration Services, and no liquidated damages will attach to the Equipment deinstalled by Orange. However, if Customer does not have the Equipment reinstalled at a new Site within 3 months of the deinstallation, liquidated damages may be applied, unless otherwise agreed to between the Parties.

1.8.7 Modifying and Upgrading Equipment

Customer will notify Orange of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Equipment. Orange and Customer will negotiate the appropriate Charges for staging, installation and maintenance of enhancements, Engineering Change Orders ("**ECOs**") and changes required by a governmental or regulatory entity for product safety reasons ("**Safety Changes**") (collectively "**Equipment Changes**") on a case by case basis. The inclusion of such Equipment Changes will be reflected by an amendment to this Service Description.

All ECOs and Safety Changes will be coordinated with the Customer SPOC.

1.9 Software Updates and Upgrades

Customer will be entitled to download software Updates, Upgrades, or New Releases directly from Polycom for their Equipment. In order to access this feature, Customer will be required to register their Equipment with Polycom before using the website.

1.9.1 Software Updates

Periodically, Polycom may release revisions to the Software that are designed to fix Software operational issues ("**Updates**"). These Software Updates will be loaded into Customer's Equipment without an additional charge, if there is a Fault on Customer's Equipment that requires installation of the Software Update ("**Fix on Failure**"). If a require Software Update cannot be installed through download, a Field Engineer will be dispatched to the Site to install the Software Update.

1.9.2 Software Upgrades

Periodically, Polycom may release upgrades to the Software ("**Upgrades**"). These new versions are intended to add features and functionality to the Equipment, but are not necessary for the operation of the Equipment. If Customer elects to install a Software Upgrade when there are no Software operational issues affecting the Equipment, and if the Software Update cannot be installed remotely, Customer will be charged for the visit to the Site by a Polycom or Orange Field Engineer to complete the installation.

1.9.3 Software Version Control

It is strongly recommended that Customer does not download any software updates, upgrades, or new releases if Customer has contracted for the Orange IP Videoconference Management Service. This Service, fully described in the IP Videoconference Management Service Description, provides complete Software management, including version control and implementation. Self-installed Software Updates Upgrades may cause compatibility issues and affect the operation of the Equipment.

1.10 Lifecycle Management

As an option, and at an additional charge, Orange can provide Customer Service Management ("**CSM**") Services following the completion of the deployment of the Equipment. The CSM will be the single point of contact between Orange and Customer regarding all issues relating to maintenance, support, escalations, and the addition of new Sites and Services following completion of the primary deployment.

END OF SERVICE DESCRIPTION FOR LAN IP VIDEO SERVICES