



1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE SERVICE

1.1 Service Overview

The Open Videopresence Service (the "**Service**") is a fully managed network-based bridging and videoconference management service that allows Users to conduct multiple-participant videoconferences at any time. To receive the Service, Customer must provide the Orange IP VPN or Business VPN Service (as described in a separate Service Description attached to this Agreement), Internet access or ISDN connectivity for the Locations for use with the Service. Orange will identify, and may modify from time to time, the configurations, minimum speeds or bandwidth (e.g. 256kbps over IP for IP VPN or Business VPN, 128kbps for ISDN, and 512kbps for Standard Definition (SD) devices, 1472kbps for High Definition (HD) devices over Internet), video/audio protocols required for and supported by the Service (e.g. H.320 over ISDN, H.323 over IP, etc.), and requirements for Internet access (e.g. use of H.460 firewall traversal, use of equipment with IP address public routable on the Internet network, access to a public NTP server, etc.), with which Customer agrees to comply. Customer will provide and maintain all videoconferencing equipment and software required for use with the Service, in accordance with the Orange specifications. Customer will be responsible for the implementation and cost of any upgrades to its videoconferencing equipment or software that may be required to support the Service. Orange will not be responsible or liable for any failure of the Service caused by Customer's or a participant's equipment or software or by Customer's failure to comply with the Orange configuration, bandwidth, protocol, or other Service requirements. Customer will provide all information relating to its endpoints and equipment as reasonably requested by Orange, and all Customer Service endpoints are subject to the review and validation by Orange. Customer will identify and provide a contact with whom Orange can communicate regularly regarding the Service; Customer also will identify and provide a local contact at each Location who will be available to Orange, who can be contacted by Orange, and who will assist Orange with the resolution of Service problems at the Location, during Business Hours.

1.2 Concierge and Portal

Orange will provide Customer with access to the Orange concierge helpdesk ("**Concierge**") for information regarding, and assistance with, the Service as well as access to a web-based portal ("**Portal**") for use with the Service. Using the Portal, Customer will identify all Users who may schedule and conduct videoconferences ("**Organizers**"). Organizers may track meeting history or Service usage (for up to 3 months) or change their profiles, passwords, preferences and other information using the Portal. When scheduling a videoconference through the Concierge, the Organizers must transfer the information for joining the conference to the participants. Also, when requesting support from the Concierge, Users must provide the Customer name, site involved in the conference, and description of the problem(s).

1.3 Scheduling

Only Organizers will be permitted to schedule, manage, modify, or cancel videoconferences, and Organizers will use the Portal or will contact the Concierge to perform such actions. Organizers also may schedule videoconferences using Microsoft Outlook. The Organizer will be responsible for providing all of the information requested and required by the Service for the videoconference. Videoconferences may be scheduled in 30-minute increments, and except as otherwise provided by the Virtual Room feature, Users must schedule videoconferences in advance as permitted or restricted by the Service platform. While external endpoints that are not subscribed to the Service can dial into a videoconference, such endpoints cannot dial out to video endpoints connected by IP VPN, Business VPN or Internet access; only a subscribed Service endpoint can dial out to ISDN devices either by scheduling the videoconference through the Portal or Concierge or directly through Microsoft Outlook.

1.4 Subscription Types

Orange provides point-to-point and multipoint bridging capabilities for Locations that are both off (i.e. ISDN or Internet) and on the Orange IP VPN or Business VPN Network. Customer will choose which monthly Service subscription level to receive, e.g. Initial, Daily or Intensive. Customer will receive unlimited On-Net calling with any other endpoint that is subscribed to the Service platform, and Off-Net calling rates will vary depending on the subscription level selected.

1.5 Remote Training

Following the Date of Acceptance for Customer's initial Service Order, Orange will provide to Customer one (1) remote training session on a date and at a time mutually agreed upon by the Parties. The training will be for up to five (5) participants (who must be in the same time zone) and will take approximately two (2) hours to complete. The training will be conducted via telephone and web conferencing and will address the terms of usage and service administration for the Service. Customer

must provide to Orange a list of the participants and their contact details. Customer will ensure that each such participant has a telephone and computer with Internet access and that is compatible with the WebEx tool to use for the training. Customer may postpone the training session once upon at least 5 Business Days' notice in writing prior to the date of the scheduled training, and the Parties will mutually agree on the date and time when the training will be rescheduled. Additional remote training may be provided for administrators and Users, subject to additional charges.

1.6 Videoconference Management Support Options

When scheduling a multipoint videoconference, the Organizer may elect to receive any one of the following videoconference management support options:

- (a) **Automated Launch.** The Open Videopresence Service will automatically initiate the conference by dialing the participants directly and will automatically terminate the call; however, an automated launch videoconference with external endpoints cannot be scheduled through Microsoft Outlook.
- (b) **Assistance to Launch.** The Concierge will provide proactive pre-conference management, verifying that the videoconference is initiated and that participants are connected correctly; however, the operator will not attend or moderate the videoconference.
- (c) **Fully Attended Presence.** The Concierge will initiate the conference and will attend or moderate the videoconference.

1.7 Optional Features

1.7.1 **Videoconferencing Endpoint Management.** The Service platform initiates test calls to Customer's videoconferencing endpoints (excluding Internet registered endpoints or external, unsubscribed endpoints) at a defined frequency. Videoconferencing Endpoint Management is available only for select video systems and firmware, as identified by Orange.

1.7.2 **Audio Participant.** Users may participate in the audio portion of a scheduled conference using any telephone. Subject to availability and all applicable regulations, Orange will provide local toll access, international toll free, or international dial access numbers for Users and participants to access a conference by telephone.

1.7.3 **Encryption.** The Encryption option provides a higher level of security by encrypting the video stream between the Service platform and Customer's endpoint(s).

1.7.4 **Virtual Rooms.** Subscribers of the Virtual Room feature can participate in virtual room video calls at any time, without scheduling the call on the Service platform. Orange will provide such Users with an ID in the form of a URL that can be sent as part of regular meeting invitations (e.g. via Microsoft Outlook). The Users open the virtual room video call with a moderator code at the time of the meeting, and participants click on the URL to join. Participants also may join the call via audio.

1.8 Customer Content

Customer warrants and represents that it is the owner or licensee of, and that it has all applicable licenses and rights of use for, any content that Customer, a User or a participant uploads, records or otherwise transmits through the Service, including any photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips.

1.9 Acceptance Testing

A standard test plan is used at each Location to end implementation, and the Service specifications must be mutually agreed upon by the Parties.

1.10 Pricing

Charges for the Service include one-time installation charges per endpoint, monthly recurring Charges, and usage Charges (which will be based on Customer's subscription level (e.g. Initial, Daily, or Intensive) and rounded up to the nearest minute). Registered endpoints access the Service platform are considered On-Net calls. All unregistered endpoints will be allocated to the Organizer's endpoint, and videoconferences with unregistered endpoints are considered Off-Net calls. Additional Charges also may apply to the optional features and for bridging services. Customer will pay a cancellation fee per line for conferences scheduled with operator assistance that are cancelled within 24 hours prior to the conference. Charges will apply for any unutilized or overbooked lines scheduled for a conference that are not cancelled prior to the conference.

END OF SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE SERVICE