

1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICE

1.1 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms elsewhere in the Agreement. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will control for purposes of the Services described herein.

"Chronic Incident" means more than 5 closed Incident Reports of any Severity Level are reported during the previous 4 consecutive weeks at the same Location and same connection.

"Cisco" means Cisco Systems, Inc.

"Customer Network" means Customer's local network used to connect the videoconferencing or visual communications system (e.g. all applicable routers, switches and servers), which includes the Equipment, to the Orange Network.

"Equipment" means the visual communications or videoconferencing solution hardware and software for which Orange provides Remote Monitoring and Management, as identified in the Customer Operations Guide.

"Existing Equipment" means Equipment installed at a Location prior to Customer placing such Equipment under, and for which Orange agrees to provide, Remote Monitoring and Management.

"Incident" means a fault, failure, or malfunction in the Proper Operational Condition of the Equipment.

"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 Orange detects an Incident.

"Proper Operational Condition" means the correct operational status of the Equipment, as defined by the manufacturer or by Orange, which includes the ability of the Equipment to run its specified operating system software, but not applications software.

"Room" means the specific room in which the Equipment is installed at the Location.

"Service" means the Open Videopresence Flexible Premium Service described in this Service Description.

"Service Platform" means the fully managed, shared infrastructure hosted by Orange to provide the Open Videopresence Flexible Premium Service to Customer.

"Severity Level" means the amount of impact an Incident has on the operation of the Service, as described in Clause 1.5.10.2 (Troubleshooting and Diagnostics) below. The Severity Level may also be referred to as the **"Incident Priority"**.

"Site Audit" means an audit of Existing Equipment performed by Orange to determine if the Existing Equipment is in Proper Operational Condition.

"Video Dedicated Equipment" means Equipment installed at a Location that is not managed by Orange, but for which Orange may provide interoperability service.

"Video Collaboration Software" means software or other similar application installed on the User's device for the purpose of establishing a connection to a videoconference meeting.

"Vendor" means the third-party vendor (e.g. Cisco or Polycom) providing Equipment, hardware, software, or maintenance, including their respective subcontractors and agents.

"VNO" means the Orange Video and Network Operating Center through which Orange provides its Concierge Service Desk described in Clause 1.5.3 (Concierge Service Desk) below.

1.2 Scope of Services

As part of the Services, Orange will provide the Service Platform as well as access to a web portal (as described in Clause 1.5.2 (Portal) below) and Concierge Service Desk (as described in Clause 1.5.3 (Concierge Service Desk) below) for assistance with Customer's Telepresence meetings. Customer may elect additional Service's options as described in Clause 1.6 (Service Features and Options). In addition, Customer may order the Equipment. Orange will have no responsibility or liability for any equipment or software other than the Service Platform and the Equipment as expressly provided in this Service Description, including any responsibility or liability for an adverse effect such equipment or software may have on the Services provided hereunder. Except as otherwise expressly agreed upon by Orange in writing, the Services only support certain software and equipment.

1.3 Specific Conditions

The Specific Conditions for Equipment Resale, Maintenance, and Deployment Service (also referred to as Specific Conditions for Integration Services), apply for only Equipment resale in addition to the conditions as set out in this Service Description.

1.4 Customer Responsibilities

To receive the Services, Customer also must purchase Orange IP VPN or Business VPN Corporate Service with the Video Connect Service Option if available (or the RT-Vi Classes of Service), as described in a separate Service Description attached to the Agreement. Customer must: (a) provide the name and telephone number for a local contact for each Room receiving the Services at a Location who will reasonably assist Orange with the Services, including any remote troubleshooting and diagnostics; (b) provide a dedicated PSTN number for each room; (c) provide physical security for the Customer Network, including all Equipment; (d) allow Orange (including its Subcontractors) to collect, retain, and publish aggregated statistics and metrics regarding the Services, provided that no Customer or User identifiable information is published or shared with any third party except as otherwise may be permitted in the Agreement; (e) notify Orange at least 48 hours in advance of any scheduled maintenance (e.g. scheduled power cut) relating to or that may affect the Customer Network; and (f) allow Orange to allocate a private IP address range to each Customer's Telepresence room, ensure compliancy of this range with the Customer IP addressing plan, and configure the LAN accordingly. Customer will have no access to the Equipment, software, or configurations included as part of the Service Platform.

1.5 Description of Service

Open Videopresence Flexible Premium Service is a fully-managed, network-based bridging and videoconferencing management service that allows Users to conduct multi-participant videoconferences at any time. Orange will provide the following features and services.

- 1.5.1 **Service Platform.** The Service is based on a cloud-based Service Platform providing multi-participant videoconferencing capacity between Equipment. In addition, the Service Platform provides interoperability with existing Customer's video environment (Video Dedicated Equipment, as described in Clause 1.5.6 below). Equipment connected to another Orange video service, as well as external ISDN and internet guests (unregistered endpoints and PC access). ISDN and internet usage is technically "unlimited" but must still not exceed 10,000 minutes per month and per Equipment. In the event Customer exceeds this limit, Orange may terminate Customer's Order. Orange will reasonably provide technical specifications and assistance for external guest's connections but will not be responsible of external guest's compliancy to the Service.
- 1.5.2 **Portal.** Orange will provide an on-line self-service web portal (the "**Portal**") that allows Customer to schedule and book Telepresence meetings. Customer also may use the Portal to modify or cancel meetings, edit its account or profile, and view a history of each meeting containing the organizer's name, date of the meeting, etc. The information made available through the Portal will be provided only in select languages, as identified and as may be modified by Orange from time to time.
- 1.5.3 **Concierge Service Desk.** Orange will provide the Concierge Service Desk 24 hours a day, 7 days a week, which Customer may call to launch a Telepresence meeting, extend the duration of a Telepresence meeting, or address operational issues related to a Telepresence meeting. The Concierge Service Desk will be able to communicate in English or French.
- 1.5.4 **One Button to Push.** The One Button to Push feature allows Customer to touch the meeting listed on the in-room IP telephone or touch screen to start the Telepresence meeting. This feature is available for certain Cisco endpoints only. For endpoints which are not compliant with One Button to Push feature, the meeting will start automatically at the scheduled time.
- 1.5.5 **Audio Add-in.** For the Audio Add-in feature, a Cisco router acting as a PSTN gateway is installed at a Location. The organizer of a Telepresence meeting must dial the audio participant's phone number directly from the Cisco IP phone or touchscreen located in the Telepresence meeting room. Customer must provide a dedicated T0 ISDN access to allow the Audio Add-In communications through the PSTN gateway. Additional charges will apply to the outgoing call.
- 1.5.6 **Video Dedicated Equipment.** Video Dedicated Equipment registered in the Portal can be included in a video meeting via the Portal or by calling the Concierge Service Desk. Such video meeting may include data sharing. The following features and options, however, are not available for Video Dedicated Equipment: One Button To Push, Audio Add-in, Advanced Option (as described in Clause 1.6.1.1), and High Quality Data-Sharing (as described in Clause 1.6.1.5).

- 1.5.7 **Project Management.** Orange will provide a project manager to work with Customer to define, plan, guide, and monitor the Services provided hereunder. Customer will identify personnel who have authority to commit resources to the Service project(s) within Customer's organization.
- The project manager will be the Orange single point of contact for the Services and will have the following responsibilities:
- Defining the roles and responsibilities of all involved parties;
 - Defining, developing, and agreeing to the Service parameters and associated documentation;
 - Ensuring that procedures are defined;
 - Verifying that milestones are met by the Parties;
 - Coordinating and conducting regular meetings with Customer to review service and account activity;
 - Providing problem management and escalation procedures; and
 - Scheduling, tracking, and reporting on Orders.
- 1.5.8 **On-Site Installation**
- 1.5.8.1 **Orange Responsibilities.** Orange will:
- Provide its field engineers with appropriate installation documentation for each Equipment installation, including testing procedures and an installation checklist for the Equipment (the "Installation Documentation").
 - Determine if wiring is in place between the cabinet for the Equipment and the demarcation prior to beginning the installation.
 - Unpack, inventory, and install the Equipment.
 - Interconnect the Equipment to the demarcation, test the Equipment and provide Customer with the test results, and initiate turn-up using the Installation Documentation.
 - Notify Customer promptly if any problems occur during installation that adversely affects the installation process.
- 1.5.8.2 **Customer Responsibilities.** Customer will:
- Notify Orange if any User timeframes for installation and support have changed from the information contained in the Order.
 - Confirm that the Room and/or Location has been properly prepared.
 - Ensure that the Equipment will be transported from the storage room to the Room to be installed before the installation.
 - If Customer wishes to cancel, postpone or modify an installation Order after the Equipment has been delivered to Customer, such modification is subject to Orange's written consent and subject to payment of any reasonable additional charges and cost as indicated by Orange.
 - Pay the Hourly Labor Rate, plus the cost of materials, for any additional on-site visits resulting from non-performance of Customer's obligations.
 - Dispose and recycle all packaging, unless otherwise agreed upon by the Parties in writing.
 - If Customer decides to not order the Video site survey option as described in Clause 6.6 (Video Site Survey Option (Room Readiness and Network Path Assessments) , Customer is taking the responsibility to have the Room fully compliant with the Vendor requirement for a proper installation and functioning of the Equipment and provisioning of the Open Videopresence Flexible Premium Services as ordered by the Customer.
- 1.5.8.3 **Installation Failures.** Successful installation of the Equipment requires that the Customer Network to which the Equipment is connected has been correctly installed and is operational. Any failure in the Business VPN Service will be subject to the terms, conditions and pricing otherwise set forth in this Agreement for that Service.
- 1.5.9 **Training.** Orange will provide to Customer a single standard administrator's training session. The administrator's training session will be conducted remotely for a maximum of 5 users and will last approximately 2 hours. Customer may purchase additional training sessions as described in Clause 1.6.5 below.
- 1.5.10 **Incident Management**
- 1.5.10.1 **Concierge Service Desk.** Customer may contact the Concierge Service Desk to report Incidents. When reporting Incidents, Customer will provide the following information or such other information as may be requested by the Concierge Service Desk at the time of the call:
- Agreement Number or ID;
 - Location address and identification code;
 - Equipment type and serial number;
 - Nature of Incident;

- Local time at the Location;
 - Hours of access and Location contact information; and
 - Prioritization of Dispatch (i.e. immediate or deferred).
- 1.5.10.2 **Troubleshooting and Diagnostics.** Upon detection of an Incident or upon receipt of a call from Customer regarding an Incident, the Service Desk will verify Customer's information and assign the appropriate Severity Level for the Incident, which is used to prioritize and establish service restoration timeframes. Incident Reports are assigned one of the following 4 Severity Levels, which Orange may modify from time to time:
- Severity Level 1 : Outage of Service
 - Severity Level 2 : Outage of Service and on-site maintenance is required on next Business Day (1)
 - Severity Level 3 : Degradation of Service
 - Severity Level 5 (2) : Service Not Affected / Chronic Incident Management
- (1) Outage of Service Incident may be degraded to Severity Level 2, in case on-site maintenance is required and possible only on the next Business Day (e.g. where the Location is accessible only during Business Hours or where the Vendor on-site maintenance contract provides for maintenance to be performed only during Business Hours).
- (2) There is no Severity Level 4.
- Orange will perform first level diagnostics and remote troubleshooting prior to dispatching a field engineer to the Location in an effort to resolve the Incident.
- 1.5.10.3 **On-Site Maintenance.** Except as otherwise expressly agreed by the Parties in writing, Customer must purchase Vendor Maintenance Services for the Equipment. The service description for the Maintenance Services, as provided by Orange, will apply. Certain Equipment may require a particular level of, or may not be supported by, the Vendor Maintenance Services, as identified by Orange or the Vendor.
- 1.5.10.4 **Problem Management.** Upon Customer's request, the VNOC will investigate and perform a root cause analysis for Chronic Incidents at the Locations identified by Customer.
- 1.5.10.5 **Change Management.** Upon Customer's request, the VNOC will manage changes as described in the Customer Operations Guide.
- 1.5.10.6 **Release Management.** Orange is responsible for Service Platform and Equipment software release updates; provided, that, Orange, in its sole discretion, may decide to stop supporting certain Equipment's hardware and software, in particular if such Equipment cannot support necessary release updates to continue to receive the Service. In this case, Orange will inform Customer at least 6 months in advance and Customer will be responsible for any Equipment replacement or upgrades costs to receive the Service. Video Dedicated Equipment remains Customer's responsibility.
- 1.5.10.7 **Reporting.** If Customer purchases Extended or Custom Service Select – Service Support and Service Select - Service Delivery (as described in separate Service Descriptions), Orange will provide a monthly standard report, which will cover: Equipment inventory, usage reports, Incident lists, and trend analysis.
- 1.5.10.8 **Customer Operations Guide.** The Customer Operations Guide ("COG") is essential for the delivery of the Services. Orange and Customer will work together to complete the COG prior to the commencement of the Services. The COG is the written guide describing the then-current operational processes and procedures governing the provision and receipt of the Services, including processes and procedures respecting service delivery and quality assurance. As such, the COG may be revised on an on-going basis to reflect any changes to the Service during the Service Term. The COG will include, among other information, detailed Customer contact information, all agreed upon operational guidelines, and general escalation procedures. Customer shall advise Orange of any changes to the information contained in the COG, including any changes to notification procedures or employee status, in a timely manner.
- 1.6 Service Features and Options**
- 1.6.1 Meeting Room Options**
- 1.6.1.1 **Advanced Option.** With the advanced option, Orange will proactively monitor select components of the Equipment and key service performance indicators to detect Incidents. Customer will ensure that Orange (including its Subcontractors) has access to all of the Equipment, including read and write SNMP and full administrator privileges and access, including the ability to configure the functionality of the Equipment. Additional Charges will apply for the advanced option.
- 1.6.1.2 **Tapis Rouge Option.** With the Tapis Rouge option, Customer will have privileged access to the Concierge Service Desk. Phone calls coming from specified Customer phone numbers will be prioritized. Orange will provide additional Service Levels as described in the Service Level Agreement

for Open Videopresence Flexible Premium Services. Orange will configure two phone numbers per Equipment for the Tapis Rouge option. Additional Charges will apply for the Tapis Rouge option.

1.6.1.3 **Outlook Plugin Option.** With the Outlook Plugin option, Users will be able to reserve Telepresence meetings directly from their outlook messaging system. Additionally, the meeting organizer may view rooms and participants' availability, schedule the meeting, and send the invitation message from Outlook. The Outlook plugin is provided by Orange and installed directly on the User's desktop. Additional Charges will apply for the Outlook Plugin' Option.

1.6.1.4 **Continuous Presence.** With the Continuous Presence Option, Users will be able to view all meeting participants as icons displayed at the bottom of the User's computer screen. Additional Charges will apply for this option.

1.6.1.5 **High Quality Data Sharing Option.** With this option, Customer may share documents or desktop with all the participants. In addition, the High Quality Data Sharing option allows participants to share contents using high quality video. Additional Charges will apply for the High Quality Data Sharing option.

1.6.2 Virtual Rooms

Virtual Room is a solution dedicated to a meeting organizer, allowing him or her to organize Telepresence meetings 24x7 without requiring a reservation. The meeting will start only when the meeting organizer is connected and has entered the organizer's PIN. Virtual Room usage is unlimited, but will only be available to a maximum number of participants depending on the type (i.e. small, medium, or large) of Virtual Room selected by Customer. The room types and maximum number of participants are as follows:

- Small Virtual Room: 5 participants maximum;
- Medium Virtual Room: 10 participants maximum; or
- Large Virtual Room: 30 participants maximum.

One (1) participant means one (1) HD (720p) or equivalent connection. For example, one (1) HD port corresponds to two (2) Video Collaboration Software connections or one (1) HD room. One (1) immersive three (3) Telepresence screen room corresponds to three (3) HD ports.

Usage of Virtual Room (even if technically "unlimited") must still not exceed 12000 minutes per month and per Small Virtual Room, 18000 minutes per Medium Virtual Room, and 30000 minutes per Large Virtual Room . In the event Customer exceeds this limit, Orange may terminate Customer's Virtual Room Order.

1.6.3 Video Unified Communications ("UC") Extension

With Video UC Extension, Customer may extend Telepresence meetings to Video Collaboration Software. The meeting organizer may include up to fifteen (15) Video Collaboration Software participants when booking the meeting. Those participants may connect to the meeting on video using the connection's information provided in the invitation message. They may also view shared documents during the meeting. Cisco's Video Collaboration Software is also capable of sharing documents with other participants.

Three (3) types of Video UC Extension are available: (1) Extension to Business Together as a Service ("B2GaaS"), (2) Extension to Cisco Dedicated, or (3) Extension to Microsoft Dedicated. Each type is described as follows:

- (1) **Extension to B2GaaS.** Customer must purchase Orange's B2GaaS service (as described in a separate service description) separately. To receive the UC extension to B2GaaS, Customer must choose either "Business" or "Collaborative" Profiles (as those terms are defined in the Service Description for Business Together as a Service). In such event, Orange will manage the interconnection between B2GaaS and Service Platform.
- (2) **Extension to Cisco Dedicated.** Customer owns the dedicated infrastructure for unified communications located on its premises. Customer must ensure that such dedicated infrastructure is connected to the Orange VPN.
- (3) **Extension to Microsoft Dedicated.** Customer owns the dedicated infrastructure for unified communications, located on its premises. Customer must ensure that this infrastructure is connected to Orange's VPN.

Orange will support Video UC Extension only to certain types of dedicated infrastructure and Video Collaboration Software, which must be approved in advance by Orange.

As an option, Customer may also purchase Virtual Room for UC extension.

1.6.4 **Inter-Company Interoperability: Open Videopresence Community.** With this option, the Open Videopresence Flexible Premium Equipment will be able to connect to video meetings with other parties. To receive the Inter-company Interoperability Option, Customer must purchase the Open Videopresence Community Service, which is described in a separate Service Description.

1.6.5 **Additional Training Option.** In addition to the administrator's standard training described in Clause 1.5.9 (Training) above, Customer may purchase additional training sessions. Such additional

training sessions may be in the form of either additional administrator's training or end-users' training and may either be provided remotely or on-site at the Location.

- 1.6.6 **Video Site Survey Option (Room Readiness and Network Path Assessments).** This option allows Customer to verify that the room and the network are fully compliant with the Open Videopresence Flexible Premium Service. This option must be completed before the deployment of the Service. Customer will provide to Orange all information regarding the Locations and Customer Network as reasonably requested by Orange. Using the information provided by Customer, Orange may conduct a Room Readiness Assessment and will require a Network Path Assessment (collectively, the "**Assessments**") to determine if the Location and the Customer Network meet the necessary requirements for the proper installation and functioning of the Equipment and provisioning of Remote Monitoring and Management as ordered by Customer. The Assessments will not determine the circuit load or voltage measurements for the existing power source, but Customer will be responsible for providing proper circuit load and power. Customer will be responsible for the damage to any Equipment caused by incorrect power provisioning or electrical circuit overload. Additionally, Orange will not be responsible for any personal injury or property damage, including damage to any Equipment that is due to incorrect power provisioning or electrical circuit overload. The Network Path Assessment may be performed on-site or remotely. For Orange to perform the Network Path Assessment remotely, Customer must provide the remote access to the Location and Customer Network as requested and required by Orange. For Assessments conducted on-site, a Customer representative must accompany the Orange field engineer at all times during the Assessments. The Assessments will be subject to separate Charges.

If the results of the Assessments indicate that further preparation to the Location is needed (which may include changes to a component's configuration), Customer will ensure that all such preparations are completed prior to Orange providing any further services. If Customer fails to complete all required preparations to the Location, Orange will be relieved of its responsibilities to provide the Services for the Equipment at that Location until it has been properly and fully prepared. In addition, Customer will pay the Hourly Labor Rate, plus the cost of materials, for additional on-site visits resulting from non-performance of Customer's obligations.

If, however, the Parties mutually agree in writing that Orange will provide the Services for the Equipment prior to completion of the Network Path Assessment, then Customer will be solely responsible for any damage to or failure of the Equipment, the Services, or the Customer Network and for any costs associated therewith (e.g. Location or Customer Network remediation costs, cancellation or disconnect charges, return of equipment, etc.), except to the extent caused by the willful misconduct or gross negligence by Orange.

- 1.6.7 **Existing Equipment.** If Orange agrees to provide Remote Monitoring and Management for any Existing Equipment, then Customer will provide, in electronic format, a complete database of all Existing Equipment by location and by type, including model number, configuration, and serial numbers. Customer will certify that the Existing Equipment identified by Customer has been continuously maintained and is in Proper Operational Condition. Customer will make available, wherever possible, all maintenance records relating to the Existing Equipment. Prior to commencement of Remote Monitoring and Management of the Equipment at any Location, the Parties will review the list of Existing Equipment at each Location and if Customer is unable to certify that such Existing Equipment has been continuously maintained or if otherwise necessary, the Parties will make arrangements to conduct a Site Audit. Site Audits will be provided at the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing.

If Customer is unable to certify that the Existing Equipment has been continuously maintained and the Parties elect not to perform a Site Audit, Orange may agree to commence Remote Monitoring and Management based solely on the listing of Existing Equipment for any given Location. If Orange determines at the initial Incident Management call that the Incident is due to a lack of on-going maintenance, Customer agrees that Remote Monitoring and Management provided pursuant to such call will be provided the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing.

1.7 Service Term

Notwithstanding anything to the contrary in the Agreement, the Service Term of any Order for the Services must be a minimum of 36 months.

1.8 Charges

Charges for the Services include one-time and recurring Charges. Recurring Charges will be billed and paid in advance. Charges for the IP VPN or Business VPN Services, including Video Connect and Open Videopresence Community options, Equipment purchase, Maintenance Services, and any Service Select Services will be in addition to the Charges for the Services. Charges for Maintenance Services will commence upon delivery of such services, which may precede delivery and acceptance of the Service.

END OF SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICE