

1 ADDENDUM TO SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE INTEGRATION – TRY AND BUY PROGRAM

Orange will provide the Product and Cisco Maintenance Services ordered by Customer pursuant to the Service Description for Open Videopresence Integration attached hereto. However, notwithstanding anything to the contrary contained in such Service Description and subject to the terms of this Addendum, Customer may defer payment of the Charges applicable to a Product and the Cisco Maintenance Services for such Product up to ninety (90) days ("Trial Period"); all other Charges for the Open Videopresence Services (e.g. Project Management, Consulting, Installation, etc.) will apply and will not be subject to deferment. The Trial Period will commence on the initial date of shipment of the Product from the Vendor.

To be eligible for the Try and Buy Program, Customer must:

- Submit the Order form provided by Orange for the Product and Cisco Maintenance Services subject to the Try and Buy Program; and
- Receive, and not refuse any, shipment of the Product.

During the Trial Period, Customer will remain fully responsible for all risk of loss in the Product and must at all times comply with the terms of the Agreement. Customer will indemnify and hold Orange harmless for and against any damages or claims brought by any third party against Orange, including by any governmental authority of any country, arising in connection with the use, import and export of the Product. Except as otherwise agreed upon by the Parties in writing, Customer will be responsible for all freight, handling and insurance charges subsequent to delivery to the carrier.

Customer may elect to return the Product to a location specified by Orange at Customer's expense and cancel the applicable Cisco Maintenance Services at any time during the Trial Period, provided that Customer follows the Orange processes and instructions, which will include (among other requirements) that Customer submit a return request to Orange and notify Orange via email of the tracking number and TBPA RMA number.

If Customer fails to return the Product and cancel the Cisco Maintenance Services as provided herein before the expiration of the Trial Period, then Orange will invoice Customer for the Product and Cisco Maintenance Services upon conclusion of the Trial Period, and the annual entitlement period of the Cisco Maintenance Services will start from commencement of the Trial Period.

Orange reserves the right to accept or reject any Trial Order form submitted by Customer, and Orange will have no liability whatsoever in the event that it decides to decline any Trial order submitted by Customer.

END OF ADDENDUM TO SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE INTEGRATION – TRY AND BUY PROGRAM