



1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE MANAGEMENT

1.1 Service Overview

Pursuant to this Service Description, Customer may order the Equipment and the related Open Videopresence Management Services to enable Video Conferencing on the premises of the Customer and/or User as more fully described below.

1.2 Definitions

All capitalized terms used but not defined herein will have the meaning 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 this Service Description.

"Change" means a modification to the Managed Equipment.

"Cisco" means Cisco Systems, Inc.

"Customer Network" means Customer's local network used to connect the Video Endpoint(s) and Video Infrastructure (e.g. all applicable routers, switches, and servers) to the Orange Network.

"Documentation" means user guides, education materials, product descriptions and specifications, technical manuals, and other information relating to the Equipment, as provided by Orange or the Vendor.

"Equipment" means both the video infrastructure and video endpoint hardware and software from Vendor which Orange resells to Customer as identified in an Order.

"Existing Equipment" means both video infrastructure and video endpoint hardware and software from Vendor that is already installed and used by the Customer at a Location prior to Customer ordering Open Videopresence Management Services and for which Orange agrees to provide Open Videopresence Management Services.

"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.

"Incident" means a non-availability of the Video Conferencing or Proper Video Operational Condition.

"Managed Equipment" means both the Video Infrastructure and Video Endpoint.

"Polycom" means Polycom Inc.

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

"Proper Video Operation Condition" means that the Video Conferencing is available, the video experience is standard (no audio and/or video quality issue) and/or a secondary service is non impacted (possibility to share a document).

"Room" means at the Location a specific room in which the Video Endpoint is installed.

"Service Desk" means the Orange video service desk.

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

"Spares" means the whole unit or module(s) of the Managed Equipment used to replace or repair a Managed Equipment that is not in Proper Operational Condition.

"Open Videopresence Management Services" means the Open Videopresence Management Services described in Clauses 1.7 to 1.13 of this Service Description.

"Vendor" means Polycom or Cisco.

"Video Conferencing" means that the Video Endpoint is able to connect, participate to a video meeting, and the Customer is able to schedule or launch a video meeting from such Video Endpoint.

"Video Dedicated Equipment" means Customer owned video equipment that is not managed by Orange, but for which Orange may provide interoperability service as described in Clause 1.11.2.1 (Intra-Company Option

"Video Endpoint" means video equipment used by Customer in a Room to participate in a video conference for which Orange will provide the Open Videopresence Management Services.

"Video Infrastructure" means the bridging, scheduling, registration equipment allowing Video Conferencing for which Orange will provide the Open Videopresence Management Services.

1.3 Specific Conditions

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

1.4 Customer Responsibilities

To receive the Open Videopresence Management Services, Customer must also receive the Business VPN Corporate Service with the Open Videopresence Connect Service Option if available (or the RT-Vi Classes of Service), as described in a separate Service Description attached to this Agreement. The Customer must:

- (a) provide the name and telephone number for a local contact for each Location receiving the Open Videopresence Management Services who will reasonably assist Orange with the Services, including any remote troubleshooting and diagnostics;
- (b) provide physical security for the Customer Network, including all Equipment;
- (c) allow Orange (including its Subcontractors) to collect, retain, and publish aggregated statistics and metrics regarding the Open Videopresence Management Services, provided that no Customer or User identifiable information is published or shared with any third party; and
- (d) 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. Customer will not be entitled to change or modify the configurations of the Managed Equipment.

1.5 International Equipment Procurement

1.5.1 Logistics

- (a) **Shipment and Delivery.** Orange will instruct the Vendor to ship all Equipment contained in an Order in one shipment. Orange will notify Customer if a partial shipment is necessary.
- (b) **Importation by Customer to Locations.** Equipment will be shipped from the Orange facility or directly from the Vendor and will be addressed directly to the Location under the Customer or User name, unless otherwise agreed to by the Parties.

1.5.2 Acceptance of Equipment

Customer will notify Orange in writing within five (5) days of the delivery of the Equipment to the Location if the Equipment does not conform to the corresponding Order or if the Equipment as delivered by the carrier is damaged. If Customer does not provide the notice within such time, the Equipment will be deemed accepted as of the date on which the Equipment is delivered to the Location.

Upon delivery of the Equipment, Orange will, if ordered by Customer, provide the on-site installation Service as described in Clause 1.7.3 (On-Site Installation). Customer will be responsible for moving the Equipment to, and storing the Equipment in, a storage room of suitable size and location at the Location until Orange provides the on-site installation Services. Orange may agree to assist Customer in moving the Equipment to the applicable storage room, subject to additional Charges.

1.6 Video Site Survey - Room Readiness and Network Path

If ordered, the video survey allows to verify that the Room and the Customer network are compliant with the telepresence requirements as specified by Vendor. The video site survey must be completed before the on-site installation. Customer will provide to Orange all information regarding the Room 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 Room and the Customer Network meet the necessary requirements for the proper installation and functioning of the Managed Equipment.

The Assessments will not determine the circuit load or voltage measurements for the existing power source and Customer will be solely responsible for providing proper circuit load and power.

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 Room and Customer Network as requested by Orange. For Assessments conducted on-site, a Customer representative must accompany the Orange field engineer at all times during the Assessments. Customer will pay the Hourly Labor Rate, plus the cost of materials, for additional work and on-site visits resulting from non-performance of Customer's obligations.

If the results of the Assessments indicate that further preparation to the Room is needed (which may include changes to the configuration of the Equipment), Customer will ensure that all such preparations are completed prior to Orange providing the Services.

1.7 Deployment**1.7.1 Service Transition Management (STM)**

Orange will assign (each time) a Service transition manager who will coordinate the implementation of the Managed Equipment up to acceptance of the Service.

1.7.2 Project Management Services

For projects with specific reporting requirements or complexity due to mixing of various technologies and services, Customer can subscribe to an optional Project Management Service.

1.7.3 On-Site Installation**1.7.3.1 Orange Responsibilities**

Orange will:

- (a) 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");
- (b) Determine if wiring is in place between the cabinet for the Equipment and the demarcation prior to beginning the installation;
- (c) Unpack, inventory, and install the Equipment;
- (d) Interconnect the Equipment to the demarcation, test the Equipment and provide Customer with the test results, and initiate turn-up using the Installation Documentation; and
- (e) Notify Customer promptly if any problems occur during installation that adversely affect the installation process.

Orange will not be responsible for any failure to complete an on-site installation by the Target Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability by Orange to gain access to the Location as scheduled, failure by a TO to complete installation of data circuits, or Customer's or User's failure to prepare the Room as required.

1.7.3.2 Customer Responsibilities

- (a) Customer will notify Orange if any User timeframes for installation and support have changed from the information contained in the Order.
- (b) Confirm that the Room and/or Location have been properly prepared.
- (c) Customer will ensure that the Equipment will be transported from the storage room to the Location premises and/or Room to be installed before the installation.
- (d) If Customer wishes to cancel, postpone or modify an installation Order after the Equipment has been delivered to Customer, such modification is subject to the written consent from Orange and subject to payment of any reasonable additional charges and cost as indicated by Orange.
- (e) Customer will pay the Hourly Labor Rate, plus the cost of materials, for any additional on-site visits resulting from non-performance of Customer's obligations.
- (f) Customer is responsible for the disposal and recycling of all packaging, unless otherwise agreed upon by the Parties in writing.
- (g) If Customer decides to not order the Video site survey option as described in Clause 1.6 (Video Site Survey - Room Readiness and Network Path), Customer is taking the responsibility to have the Location and or Room fully compliant with the Vendor requirement for a proper installation and functioning of the Managed Equipment and provisioning of the Open Videopresence Management Services as ordered by the Customer.

1.7.3.3 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 Corporate service will be subject to the terms, conditions and pricing otherwise set forth in this Agreement for such Service.

1.8 Service Operations**1.8.1 Incident Management****1.8.1.1 General Service Terms**

- (a) **Customer Operations Guide.** The COG is essential for the delivery of the Incident management services, and Orange and Customer will work together to complete this document prior to the commencement of the Incident management services. The COG is intended to be an accurate reflection of the current status of the Incident Management Services, and as such may be revised on an on-going basis to reflect all changes during the Service Term. The COG will include detailed Customer contact information, all agreed operational guidelines, and will set forth general escalation procedures, among other information. Customer will 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.

- (b) **Remote Access.** Customer will provide Orange with remote access to the Managed Equipment as specified by Orange to provide the Incident management services.
- (c) **Existing Equipment.** If Orange agrees to provide Incident management services 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, to the best of its knowledge, the Existing Equipment identified by Customer have been continuously maintained and are in Proper Operational Condition. Customer will contact the Vendor in order to authorize Orange to have a direct access to the active maintenance contracts. Customer will make available all maintenance records relating to the Existing Equipment. Prior to commencement of the Incident management services 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 have 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 Orange determines at the initial Incident management call that the Incident is due to a lack of on-going maintenance, Customer agrees that the Incident management services 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.

1.8.1.2 **Reactive Incidents**

Customer may contact the Service Desk to report Incidents. When reporting Incidents, Customer will provide the following information or such other information as may be requested by the Service Desk at the time of the call:

- Agreement Number or ID;
- Location address and identification code;
- Managed 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).

1.8.1.3 **Event Management**

In addition to the reactive procedure described in Clause 1.8.1.2 (Reactive Incidents), Orange will provide a set of systems and processes that automatically (Remote Monitoring) detects Incidents in the Managed Equipment. However, the automatic detection of Incident will not function: (i) during a power outage or (ii) during a period of Scheduled Maintenance. Orange Service Desk will notify Customer of Incidents so detected by Orange.

Orange will provide the event management ("**Event Management**") only for Managed Equipment, and Orange will begin providing such Services within 45 days (maximum) following the acceptance test of all Managed Equipment.

1.8.1.4 **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.

1.8.1.5 **Incident and Event Management Exclusions**

Orange will have no obligation to furnish Incident or Event Management and Orange will not be liable for damages for loss of the use of Managed Equipment caused by any of the following:

- (a) Partial or total loss of the use of the Managed Equipment due to temperature or electrical current fluctuation, pest damage, fire, flood, riots, warfare or any other casualty or loss, or the repair of any Managed Equipment that 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 (including Subcontractors), or personnel not approved in writing by Orange;
- (c) Damage caused by computer viruses; or
- (d) Any instabilities in the operation of the Managed Equipment caused by or related to the use of software not provided by Orange; combinations of the Managed Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange. Interventions and repairs rendered necessary by the above causes may be performed by Orange at Customer's request and will be provided at the Hourly Labor Rate, plus the cost of materials.

- (e) Incident Management does not include:
 - Provision of operating supplies or accessories;
 - Electrical work external to the Managed Equipment;
 - Maintenance of any equipment, attachments or other devices other than the Managed Equipment; or
 - Correction of software databases 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.
- (f) Event Management will be not provided to Video Endpoint connected through Internet or RNIS Network.

1.8.1.6 **Obsolete Equipment**

When a Vendor has notified the market that a type of Managed Equipment will be no longer supported ("**Obsolete Equipment**"), the Services for such Obsolete Managed Equipment (including Software) will be provided up to the end of support date of the Vendor.

Customer will be notified in advance when the Obsolete Managed Equipment will be formally withdrawn from the respective Vendor Branded or Co-Branded Maintenance Services.

In no event will Orange render Vendor Branded or Co-Branded Maintenance for Managed Equipment following the "end of life" or "end of support" date identified by the Vendor, unless otherwise expressly agreed upon by Orange in writing.

1.8.2 **On-Site Maintenance**

Maintenance services consist of restoring the Managed Equipment to Proper Operational Condition in the event of an Incident through remote diagnostics and troubleshooting including the on-site replacement of (parts of) non-functioning Managed Equipment. Maintenance Services is applicable with Vendor Branded Maintenance or Cobrand maintenance. Software provided by the Vendor with any Managed Equipment replacement used in providing the Maintenance Services will be installed.

1.8.2.1 **Vendor Branded Maintenance**

When Vendor Branded on-site maintenance is applied, the Vendor is in charge of the on-site Managed Equipment replacement. Orange will manage the Vendor for the on-site Managed Equipment replacement.

Certain Managed Equipment may require a particular level of, or may not be supported by, the Vendor support services, as identified by Orange or the Vendor.

For Cisco, Customer must purchase the "Essential Operate, Essential Software Support and Maintenance Services" of Cisco. Terms and conditions set forth in the service description(s) for such Vendor Branded Maintenance Services as provided by the applicable Vendor will apply. Orange will provide a copy of such Vendor's service description(s) upon Customer's request. Certain Vendor Branded Maintenance Services service descriptions are available at the following URL:

www.cisco.com/en/US/products/services_descriptions_list.html

For Polycom, Except as otherwise expressly agreed by the Parties in writing, Customer must purchase the Support Services from Polycom, the Polycom Immersive Care Service for immersive systems, The Polycom Premier Onsite for Video systems, and the Polycom Premier onsite for video infrastructure. Orange will specify the maintenance type to be purchased. The service description(s) for the Polycom Maintenance Services, as provided by Polycom, will apply; Orange will provide a copy of such service description(s) upon Customer's request. Maintenance Services service descriptions are available at the following URL: <http://www.polycom.com/products-services.html>

1.8.2.2 **Cobranded Maintenance Offering**

The cobranded maintenance offerings are maintenance services that use the operational support and maintenance service capabilities of Orange and selected services of Vendors (Cobranded Maintenance Services). If Customer orders an available Cobranded Maintenance Services offering for a particular brand of Managed Equipment, Orange is in charge of the on-site Managed Equipment replacement when it is required.

On-site service may include:

- Coordination with the Vendor of the delivery of replacement Managed Equipment with the arrival of the field engineer;
- Replacing defective parts and field replaceable units with replacement Managed Equipment sent by the Vendor.

The field engineer will be dispatched to the Location based on the applicable level of service (e.g. 24x7x4, 8x5x Next Business Day, etc.), as ordered by Customer. Upon completion of the on-site intervention, the field engineer will contact the Service Desk to confirm Incident resolution and Customer acceptance (which will not be unreasonably withheld or delayed), and the field engineer will initiate call closure. Orange will install the system software provided by the Vendor with any Managed

Equipment replacement used in providing the Cobrand Maintenance Services. Managed Equipment reconfiguration is included.

Services provided by Vendor are described at the following URLs (or such other URLs as the Vendors may identify from time to time), as follows:

- For Cobranded Maintenance Services, Partner Support Services provided by Cisco: http://www.cisco.com/web/partners/services/cspp/sell_svcs.html#tab-b1
- For Polycom Cobranded Maintenance Services: <http://www.polycom.com/products-services.html>

1.8.3 Configuration Management

Orange will save Managed Equipment configuration data and database on a periodical basis. The process is described in the COG.

1.8.4 Problem Management

Orange will identify and analyze recurring Incidents to identify patterns and systemic conditions. If a trend of recurring Incidents is detected Orange will investigate and perform a root cause analysis for such trend in an effort to help resolve future Incidents more quickly or prevent future Incidents.

1.8.5 Customer Responsibilities

Customer will:

- (a) Ensure that the proper environmental conditions, including temperature and humidity are maintained at the Room and /or Location within the tolerances specified by Orange or the Vendor.
- (b) Follow all installation, operation, and maintenance instructions of Orange or Vendor, as applicable;
- (c) Provide the proper environment and electrical and telecommunications connections as specified by Orange or Vendor, as applicable;
- (d) Provide reasonable communications facilities, work space, if requested by Orange; and
- (e) Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data, or programs to the extent Customer deems necessary. Orange will not be responsible for the cost of reconstructing data stored on disk files, tapes, memories, etc., lost during the performance of the Services.
- (f) Ensure the installation of any operating system if required.
- (g) Ensure the proper operation condition and management, upgrades of any operating system if this service is not ordered through Orange. This service is subject to a dedicated Service Description.

1.9 Service Management

1.9.1 Change and Release Management

1.9.1.1 General Provision

Subject to Customer's authorization or approval, Orange will implement Orange-recommended Changes for Incident resolution and critical system vulnerability and as part of the problem management Services described below without additional Charges.

Upon Customer's request, Orange will implement Changes for the Managed Equipment as identified in the Change Catalogue. Customer will request all Changes through the Service Desk or the CSM. Customer will provide the information requested by Orange, and Orange will accept Customer's requests and inquiries only from Customer's authorized designated contacts as set forth in the COG.

Orange will classify the type of Change based on the level of complexity (e.g. Simple, Standard, or Complex) in the Change Catalogue, and any type of Change not identified in the Change Catalogue will be considered a "Complex" Change, for which a specific request for quotation must be made by Customer. The Parties will mutually agree on the charges and lead times applicable to each Complex Change.

Customer will receive up to four (4) Simple Changes plus one Minor software upgrade per year per Managed Equipment. Any additional changes or Changes provided in lead times other than those expressly provided, are subject to additional Charges.

Changes required on any equipment or software other than a Managed Equipment must be made by Customer, and Customer will ensure that such changes will not interfere with the proper operation of the Customer Network, the Orange Network, or the Open Videopresence Management Services. Customer will provide Orange with at least 5 days prior notice of any maintenance or other work to be performed on Customer's Network or equipment or at the Location that may affect the Open Videopresence Management Services.

1.9.1.2 Change Management Exclusions

Orange will have no obligation to furnish change management services for Video Endpoint connected through RNIS or Internet.

1.9.1.3 **Modifying and Upgrading Managed Equipment**

Customer will notify Orange of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Managed Equipment. The Parties will negotiate the appropriate Charges for 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 "Managed Equipment Changes") on a case by case basis. The inclusion of such Managed Equipment Changes will be reflected by an amendment to this Service Description. All ECOs and Safety Changes will be coordinated with the Customer.

1.9.1.4 **Moves, Adds and Changes ("MACs") and De-installation or Re-installation of Managed Equipment**

Any MAC's or de-installation or re-installation services of Managed Equipment are not included as part of the Open Videopresence Management Services. Customer may request Orange to provide such services subject to additional Charges. Customer may request pricing on a per project basis whereby Orange will provide pricing for such project.

1.9.2 **Release Management**

On a monthly basis, Orange will review Vendor's recommended hot fixes, patch levels, and service pack upgrades for the Managed Equipment and will deploy remotely those hot fixes, patch levels and service pack upgrades that Orange, in its sole discretion, determines are needed, at a time mutually agreed upon by the Parties and at no additional Charges. It may be necessary to take the Managed Equipment and Customer Network off-line to implement the updates or patches. When possible, Orange will work with Customer to minimize any impact this may have, and Orange will try to implement all such updates and patches remotely during a maintenance window agreed upon by the Parties. If the Customer Network is customized and Orange cannot update the software remotely, installation of updates and enhancements will be charged to and paid by Customer at the Hourly Labor Rate for such services, plus the cost of materials.

1.9.3 **Customer Service Management**

To receive the service management service, Customer must order the Orange Service Select Service Support and Service Delivery as described in a separate Service Descriptions attached to this Agreement.

Service Level Agreement and Reporting are available if the Orange Service Select Service Support and Service Delivery is ordered.

1.9.3.1 **Reporting**

On a monthly basis Orange will issue reports for the Incident management services provided and the service usage. The Parties agree that all reports generated by Orange will be in written and electronic format.

All reports will be considered Confidential Information, and the Parties will use such reports for internal analysis only.

1.10 **Concierge – End User Assistance**

With the end user assistance service, the Concierge, 24 hours a day, 7 days a week, will provide assistance for the end user on the service utilization and will be able to communicate in English or French.

The Concierge will provide assistance on videoconferences scheduling and videoconferences launching.

During a videoconference the Concierge will be able to:

- (a) add or cancel one participant,
- (b) provide help on the document sharing feature,
- (c) change videoconference settings or
- (d) extend the duration of a video conference.

1.11 **Service Options**

1.11.1 **Tapis Rouge (Red Carpet) Option**

With the Tapis Rouge (Red Carpet) option, Customer will have privileged access to the 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 Management Services. Additional Charges will apply for the Tapis Rouge (Red Carpet) option.

1.11.2 **Interoperability**

1.11.2.1 **Intra-Company Option**

With this option, Video Endpoints will be able to connect to video meetings with Video Dedicated Equipment. Additional Charges will apply for this interoperability intra –company option.

1.11.2.2 Open Videopresence Community

With this additional service, Video Endpoints will be able to connect to Video meetings with other parties. To receive Open Videopresence Community service, Customer must order the Open Videopresence Community Service as described in a separate Service Description attached to this Agreement.

1.11.3 Portal

Orange will provide an on-line self-service web portal (the "**Portal**") that allows Customer to schedule and book videoconferences. Customer may also 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. Additional Charges will apply for the Portal option.

1.12 Service Term

The Service Term of any Order for the Open Videopresence Management Services must be a minimum of 36 months.

1.13 Charges

Charges for the Open Videopresence Management Services include one-time and recurring Charges. Annually recurring Charges (service operations, service management, and end user assistance) will be billed and paid in advance. The Charges for any on-site maintenance will commence upon delivery of the Equipment, which may precede delivery and acceptance of the service operations services.

END OF SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE MANAGEMENT