



1 SERVICE DESCRIPTION FOR TELEPRESENCE SERVICE SELECT MANAGEMENT SERVICES

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 this Service Description.

"**Cisco**" means Cisco Systems, Inc.

"**Customer Network**" means Customer's videoconferencing or visual communications system (e.g. all applicable routers, switches and servers), which includes the Equipment.

"**Deliverables**" means all items and information, whether tangible or intangible and in whatever form, including all documentation, presentations, reports, inventions, improvements or discoveries, whether or not copyrightable or patentable, that are written, created, conceived, made or discovered by Orange in connection with the Consulting Services.

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

"**Equipment**" means the visual communications or videoconferencing solution hardware and software for which Orange provides the Telepresence Services, as identified in an Order.

"**Hardware**" means the videoconferencing or visual communications hardware provided by Orange pursuant to this Service Description, including any hardware purchased by Orange from a third party.

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

"**Installation Date**" means the date on which the installation of the Equipment at the Location is completed.

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

"**Managed Component**" means the Equipment for which Orange provides the Maintenance Services as described in Clause 1.6 below. Cisco or Orange will specify, and may modify from time to time, the types of Cisco Equipment that may qualify as a Managed Component.

"**Products**" means individually and collectively the videoconferencing or visual communications Hardware, Software, and Documentation purchased by Orange on behalf of Customer, as requested by Customer in an Order.

"**Project**" means the tasks, performance, services, and Deliverables to be provided by Orange in connection with the Consulting Services.

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

"**Telepresence Services**" means the Essential Maintenance Telepresence Services described in this Service Description.

1.2 Service Overview

The Telepresence Services include: (a) Consulting Services; (b) Project Management; (c) Deployment Services; and (d) Maintenance Services, each as described more fully below. Customer will provide a local contact name and telephone number for each Location receiving the Telepresence Services. For the avoidance of doubt, the Telepresence Services do not include any authentication services. Orange will have no responsibility or liability for any equipment or software other than 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 Telepresence Services provided hereunder.

1.3 Consulting Services

The Parties will mutually agree on and execute a statement of work or letter of engagement setting forth the scope and description of the Project and the charges applicable thereto; the statement of work or letter of engagement will be deemed incorporated herein by reference.

1.3.1 Customer Responsibilities.

Customer will ensure that Orange has full access to all necessary Customer personnel, including directors and senior managers, as required. Orange also will have full access to data and information as it may reasonably require. Customer will keep Orange informed of all material developments or proposals in relation to Customer's business or operations that may have an effect on the Consulting Services. Customer understands that the Orange performance is

dependent upon the prompt completion or satisfaction of Customer's responsibilities, as set forth in the statement of work or letter of engagement. Additionally, from time to time, Customer's prompt decisions and approvals will be required, and Orange will be entitled to rely on all decisions and approvals provided in connection with the Consulting Services.

1.3.2 **Confidential Information.** All Deliverables and other advice provided by Orange will constitute Confidential Information.

1.3.3 **Work Product.** Orange grants to Customer a perpetual, royalty free, non-transferable license to the Deliverables of the Project. However, Orange will retain copies of the Deliverables, and Orange will be free to use all concepts, techniques, research and know-how employed or developed by Orange in the delivery of the Project. Orange will be free to perform similar services for its other customers using general knowledge, skills and experience, as well as all pre-existing methodologies and techniques developed by Orange prior to and during the Project.

Customer acknowledges that in the performance of the Project, Orange may use Orange Technology, products, materials or methodologies proprietary to Orange or a third party, or Orange may produce proprietary materials or methodologies that are not part of the Deliverables provided to Customer. Customer agrees that it will not have or obtain any rights in such proprietary products, materials and methodologies, except as otherwise agreed upon in the statement of work or letter of engagement.

1.3.4 **Fees and Expenses.** Orange will invoice Customer at the end of the Project or, if the term of the Project is for more than a month, then in monthly installments. If Customer fails to pay an invoice, Orange may suspend the Consulting Services until payment in full is received. All traveling, subsistence, accommodation and any other expenses incurred by Orange while engaged on the Project, whether at Customer's premises or elsewhere, will be invoiced to and paid by Customer.

If, during the course of the Project, Orange requires a third party specialist who has not been previously identified or documented, Customer will provide written agreement for the retention and charges of such third party prior to the Orange engagement thereof.

1.3.5 **Limitation of Liability.** Orange will not be responsible or liable for any Losses whatsoever and howsoever caused, incurred, sustained or arising if information relevant to the Consulting Services is withheld or concealed from, or misrepresented to, Orange, except and only to the extent that such Losses were incurred due to the knowing disregard by Orange of matters of which Orange had actual knowledge or from willful misconduct by Orange.

1.3.6 **Indemnification.** Customer agrees to defend, indemnify and hold harmless Orange and its officers, directors, employees, agents, successors and assigns from and against any and all Losses arising out of or relating to:

- (a) Information relevant to the performance of the Consulting Services Customer withholds or conceals from, or misrepresents to, Orange;
- (b) Any claim by a third party that information, documentation, or software provided to Orange by Customer infringes upon the proprietary rights of such third party; or
- (c) Any violation or failure to comply with any copyright, license or other third party proprietary right concerning the use, distribution, duplication or transfer of any Deliverable;

Except and only to the extent to have resulted primarily from knowing disregard by Orange of matters of which it had actual knowledge or from willful misconduct by Orange

1.3.7 **Termination.** Orange may terminate the Consulting Services at any time upon written notice to Customer if Customer does not perform its responsibilities, as set forth in the statement of work or letter of engagement, or if the assumptions upon which the Consulting Services are based are, in the opinion of Orange, inaccurate or misleading.

1.4 Project Management Services

Orange will provide a Project Manager to work with Customer to define, plan, guide, and monitor the Telepresence Services provided hereunder. Customer will identify personnel who have authority to commit resources to the Telepresence Service project(s) within Customer's organization.

The Project Manager will be the Orange single point of contact for Telepresence Services and will assume the following responsibilities:

- Define the roles and responsibilities of all involved parties;
- Define, develop and agree to the Telepresence Service parameters and associated documentation;
- Ensure that procedures are defined;
- Verify that milestones are met by the Parties;
- Coordinate and conduct regular meetings with Customer to review service and account activity;
- Provide problem management and escalation procedures; and
- Schedule, track, and report on Orders.

1.5 Deployment**1.5.1 Procurement****1.5.1.1 Software Licensing**

- (a) **Procurement of Licenses.** Customer authorizes Orange to act on Customer's behalf to obtain in Customer's name from the Software licensors the required number of personal, nontransferable, and nonexclusive Licenses to use, in object code form, the Software and related Documentation furnished to Customer under this Service Description. 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.
- (b) **Compliance with License Terms.** Customer will comply with the terms and conditions of the Licenses. If the terms of this Agreement as it relates to the Software conflict with the Licenses, then the terms of the Licenses will control. Customer acknowledges that the Software is copyrighted by the Software licensors, and Customer agrees to comply with the Orange pass-through rights under all relevant copyright laws.
- (c) **License Documentation.** Customer agrees to execute all documents, instruments, and agreements, including the Licenses, that 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.
- (d) **Software Disclaimer.** Orange will not be responsible for Software defects or failures resulting from misuse, neglect, accident, abuse, improper installation, unauthorized modification or alteration, improper handling, failure to follow the licensor's operating and maintenance instructions or failure to maintain environmental conditions as recommended by the licensor.

1.5.1.2 Logistics

- (a) **Shipment and Delivery.** Orange will request that the Vendor ship all Products contained in an Order in one shipment. Orange will notify Customer if a partial shipment is necessary.
- (b) **Importation by Customer to Locations.** Products will be shipped from the Orange facility or directly from Vendor and will be addressed directly to the Location under the User name, unless otherwise agreed to by the Parties. Upon delivery of Products for which Orange will provide the Installation Services described in Clause 1.5.3 (Installation) below, Customer will be responsible for moving the Products to, and storing the Products in, a storage room of suitable size and location at the Location until Orange provides the relevant Installation Services. Orange may agree to assist Customer in moving the Products to the applicable storage room, subject to additional Charges.
- (c) **Selection of Carrier.** Customer will pay Orange for all freight charges, including transportation, insurance and handling charges, duties and all brokerage fees for delivery of the Products to the Locations, as invoiced by Orange. 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.
- (d) **Taxes.** For international shipments, the Products will be shipped Delivery Duty Unpaid, unless otherwise agreed to by the Parties.

1.5.1.3 Acceptance of Products. Customer will notify Orange in writing within 5 days of the delivery of the Products to the Location if the Products do not conform to the corresponding Order or if the Products as delivered by the carrier are damaged. If Customer does not provide the notice within such time, the Products will be deemed accepted as of the date on which the Products were delivered to the Location. Upon Customer's receipt and acceptance of the Products, Customer will store the Products in a room of suitable size and location, to which Orange will have access upon arrival to perform the Installation Services described below.

1.5.1.4 Cancellation. If Customer cancels an Order for Equipment, then Customer will pay any and all charges for which Orange is or becomes liable in connection with such cancellation (including any cancellation or re-stocking charges for which Orange may be liable to the Vendor, shipping costs, etc.), plus an administration fee of 10% to Orange. If the Equipment has been delivered to Orange at the time of Customer's cancellation, Customer will promptly advise Orange if the Equipment should be redeployed for installation at a different Location or if the Equipment should be returned to the Vendor.

1.5.2 Room Readiness and Network Path Assessments. 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 the Telepresence Services 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, 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 any Telepresence Services for such 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 Telepresence Services for the Equipment, including installation, prior to completion of the Network Path Assessment, then Customer will be solely responsible for any damage to or failure of the Equipment, the Telepresence 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.

1.5.3 **Installation.**

1.5.3.1 **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) Confirm that the Location has been properly prepared and that the Equipment has been delivered to the Location;
- (c) Determine if wiring is in place between the cabinet for the Equipment and the demarcation prior to beginning the installation;
- (d) Unpack, inventory, and install the Equipment;
- (e) 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
- (f) 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 installation by the Committed Delivery 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 the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.

1.5.3.2 **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) If 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 installation at a different Location or if the Equipment should otherwise be returned to the Vendor. If the Equipment is to be returned to the Vendor, then Customer will be deemed to have cancelled the Order for Equipment, and Clause 1.5.1.4 (Cancellation) of this Service Description will apply.
- (c) 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.
- (d) Customer is responsible for the disposal and recycling of all packaging, unless otherwise agreed upon by the Parties in writing.

1.5.3.3 **Installation Failures.** Successful installation of the Equipment assumes that Customer's network to which the Equipment is connected has been correctly installed and is operational. If Orange is unable to complete installation of the Equipment due to a network failure, Orange will, upon Customer's request, work with Customer to diagnose and resolve the problem at the relevant Hourly Labor Rate, plus the cost of materials.

1.6 **Maintenance Services**

Orange will begin providing the Maintenance Services described herein within 4 weeks following the installation of all Managed Components ("**Maintenance Commencement**"). During the interim between installation of the Managed Components and the Maintenance Commencement, Customer

will either: (a) elect to use the Managed Components in "**Essential Maintenance Only**" mode, i.e. with Cisco Essential Operate and Essential Software Support (as described in Clause 1.6.1 below) only; or (b) suspend the Maintenance Services completely until the Maintenance Commencement. Customer must identify whether it has elected the Essential Maintenance Only option or suspension in both the customer operations guide and service activation kit applicable to the Service. If Customer elects to receive the Essential Maintenance Only mode, then all Charges for the Maintenance Service will apply to Customer's use of the Essential Maintenance Only mode.

1.6.1 **Cisco Maintenance Services.** Except as otherwise expressly agreed by the Parties in writing, Customer must purchase the Essential Operate, Essential Software Support, SMARTnet® Onsite, and Select Operate Services of Cisco ("**Cisco Maintenance Services**") for all Managed Components in the Customer Network. The service description(s) for the Cisco Maintenance Services, as provided by Cisco, will apply; Orange will provide a copy of such service description(s) upon Customer's request or Customer can obtain a copy thereof at www.cisco.com/go/servicedescriptions or such other URL identified by Cisco. Certain Managed Components may require a particular level of, or may not be supported by, the Cisco Maintenance Services, as identified by Orange or Cisco. Customer is responsible for providing and inserting the required tape(s) and backing up all Managed Components at the Locations that do not have configurations that can be archived remotely (e.g. Cisco Unified Communications Manager).

1.6.2 **Hardware Moves, Deinstallations, and Reinstallations (MDR)**

1.6.2.1 **General Provisions**

- (a) **Scheduling.** Orange will not be responsible for any failure to complete a Hardware MDR by the Committed Delivery Date if such failure is due to any cause beyond the reasonable control of Orange, including the inability of Orange to gain access to the Location as scheduled, failure by the local telecommunications authority to complete installation of data circuits, or Customer's or User's failure to prepare the Location as required.
- (b) **Hardware MDR Rescheduling.** If the requested date for performance of a Hardware MDR needs to be revised, Customer will provide at least 7 Business Days advance notice of such revision, and Customer will reimburse Orange for any Expenses incurred by Orange relating thereto.

1.6.2.2 **Deinstallation of Managed Components.** Orange will not deinstall a Managed Component during the initial 12-months of the applicable Service Term except as part of a Managed Component relocation in the same country. Upon expiration of the initial 12-months of the Service Term and if requested in an Order with at least 60 days prior notice, Orange will deinstall a Managed Component from a Location. A field engineer will arrive at the Location, deinstall, and pack the Managed Component for shipment or disposal. If Customer requests Orange to store the deinstalled Managed Component, Orange will ship such Managed Component to an Orange facility for storage. Customer will pay for all packing materials, shipping and handling, plus handling fees, as invoiced by Orange. Orange will store the deinstalled Managed Component at a rate mutually agreed to by the Parties in writing.

1.6.2.2.1 **Customer Responsibilities.** Customer will:

- (a) Supply Orange with the exact configuration of the Managed Component and Location being deinstalled;
- (b) Provide shipping information or disposal instructions for the de-installed Managed Component;
- (c) Provide alternate contact information (if available); and
- (d) Arrange for storage and shipment of boxes and Managed Component with the Location.

1.6.2.2.2 **Orange Responsibilities**

- (a) Orange will conduct a comprehensive inventory of the Managed Component to be deinstalled and record model and serial numbers in a format agreed to by the Parties prior to deinstallation.
- (b) If the Managed Component scheduled for deinstallation will be shipped from the Location, Orange will:
 - Ensure that packing materials are placed in a mutually agreed local storage site, pending shipment;
 - Disconnect all cables from the Managed Component, pack, and label the boxes for shipping;
 - Prepare the Managed Component for shipping in accordance with Customer's instructions; and
 - Arrange for shipment of the Managed Component with local carriers.
- (c) If the Managed Component scheduled for deinstallation will be disposed of, Orange will dispose of such Managed Component in accordance with the disposal instructions provided by Customer. Orange will have no liability, and Customer will defend, indemnify, and hold harmless Orange from and against any and all Losses arising out of or related to the disposal of the Managed Component.

(d) Orange will notify Customer when the Location or the Managed Component has been successfully deinstalled.

1.6.2.3 **Moving Managed Component within a Location.** All Managed Component moves within a Location will require (i) de-installation of the relevant Managed Component from the current site in the Location in accordance with Clause 1.6.2.2 above (Deinstallation of Managed Components) of this Service Description and (ii) installation of the Managed Component at the new site in the Location in accordance with Clause 1.5.3 above (Installation) of this Service Description. Customer will ensure that the new site is properly prepared and will provide the necessary documentation with the specifics for the Managed Component move.

1.6.2.4 **Moving Managed Component between Locations.** Movement of a Managed Component between Locations will be treated as a complete deinstallation of the original Location requiring an inventory of the Managed Component, and complete installation at the new Location in accordance of the procedures set forth in Clause 1.5.3 above (Installation) and Clause 1.6.2.2 above (Deinstallation of Managed Components) of this Service Description. If within the same country and no service level change is required, any movement of a Managed Component between Locations will not be deemed an early termination by Customer of the Telepresence Services, and no early termination charges will apply. However, if the Managed Component is not reinstalled at a new Location within 3 months of the deinstallation, Orange may assess early termination charges. If any movement of a Managed Component is between different countries or requires a change of the applicable service level, then additional charges may apply, as identified by Orange.

1.6.2.5 **Modifying and Upgrading Managed Components.** Customer will provide Orange with written notice of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Managed Component. Orange will determine in its reasonable discretion whether to continue to provide the Maintenance Services for such Managed Component upon review of Customer's notice. If Orange agrees to continue to provide the Maintenance Services for such modified Managed Component, then 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 Component Changes**") on a case by case basis. The inclusion of such Managed Component Changes will be reflected by an amendment to this Service Description. All ECOs and Safety Changes will be coordinated with the Customer.

1.7 Charges

Charges for the Telepresence Services include one-time and recurring Charges. Annually recurring Charges, including those for the Cisco Maintenance Services, will be billed and paid in advance. Charges for the Cisco Maintenance Services other than those for the Select Operate will commence upon delivery of those Services, which may precede delivery and acceptance of the Select Operate Services. Charges are subject to adjustment, by the sole discretion of Orange, on January 1 of each year to reflect or account for any changes in the applicable pricing index(es); provided that the charges may not increase by more than 10% from year to year.

END OF SERVICE DESCRIPTION FOR TELEPRESENCE SERVICE SELECT MANAGEMENT SERVICES