

PUBLICATION 1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE EQUIPMENT

1.1 Service Overview

Pursuant to this Service Description, Customer may order the equipment for video solutions and as optional services (i) the video site survey and/or (ii) on-site installation services and (iii) related maintenance services. Customer will provide a local contact name and telephone number for each Location.

1.2 Definitions

All capitalized terms used but not defined herein will have 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.

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

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

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

"**Polycom**" means Polycom Inc.

"**Proper Operational Condition**" means the correct operational status of the Equipment, as defined by the Vendor.

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

"**Vendor**" means Polycom or Cisco.

"**Service Desk**" means the Orange video service desk.

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 Open Videopresence Equipment in addition to the conditions as set out in this Service Description.

1.4 International Equipment Procurement

1.4.1 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 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.

1.4.2 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 1.6 (**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 Service. Orange may agree to assist Customer in moving the Equipment to the applicable storage room, subject to additional Charges.

1.5 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 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 Equipment's configuration), Customer will ensure that all such preparations are completed prior to Orange providing the one-site installation.

1.6 On-Site Installation

1.6.1 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 to gain access by Orange to the Location as scheduled, failure by the TO to complete installation of data circuits, or Customer's or User's failure to prepare the Room as required.

1.6.2 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 has been properly prepared.
- (c) Customer will ensure that the Equipment will be transported from the storage room to the Room to be installed before the on-site 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 work and on-site visits resulting from non-performance of Customer's obligations.
- (f) Customer is responsible for disposal and recycling of all packaging, unless otherwise agreed upon by the Parties in writing.
- (g) If Customer decides not to order the video site survey as described in Clause 1.5, Customer is responsible to ensure the Room is fully compliant with the Vendor requirements for a proper installation and functioning of the Equipment.

1.6.3 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. If Orange provides Business VPN Service, any failure to the Orange Business VPN Service will be subject to the terms, conditions and pricing otherwise set forth in this Agreement for that Network Service.

1.7 Maintenance

Maintenance services consist of restoring the Equipment to Proper Operational Condition in the event of an Incident through remote diagnostics and troubleshooting and (if ordered) the on-site replacement of non-functioning Equipment.

1.7.1 Vendor Branded Maintenance

For any maintenance services to be provided by the Vendor directly to Customer but ordered through Orange ("**Vendor Branded Maintenance Services**") other than as part of the Cobranded Maintenance Services (as described below), the 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 URLs set below.

1.7.2 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 Equipment, Orange will provide level-1 (first line telephone response – Service Desk) and level-2 (second level diagnostics and troubleshooting). Customer will provide remote access to the Equipment, as required by Orange to allow Orange to perform such services. If Orange and Customer agree otherwise then Customer will provide hands and eyes, traces, log captures to allow Orange to perform the diagnostics.

Upon receipt of a call from Customer regarding an Incident, Orange may perform first and second level diagnostics and remote troubleshooting ("**Diagnostics**") prior to dispatching a field engineer to the Location. Diagnostics may consist of:

- Assignment of a severity or priority level code;
- Determination of the Incident at the component level when possible; and
- Elimination of software-related Incidents with patches made available by the Vendor. If the Vendor has not provided a patch or fix for the Incident, then Orange will contact the Vendor regarding the patch or fix needed. Orange will have no responsibility to configure or reconfigure any software.

If Orange is unable to restore the Equipment to Proper Operational Condition through Diagnostics and Diagnostics have identified the need for on-site intervention and/or replacement of the Equipment, then Orange will dispatch a field engineer to the Location based on the applicable level of service.

On-site service may include:

- Coordination with the Vendor of the delivery of replacement Equipment with the arrival of the field engineer;
- Coordination of Incident determination through additional remote diagnostics and troubleshooting procedures with the Service Desk and appropriate Customer contact as necessary; and
- Replacing defective parts and field replaceable units with replacement Equipment sent by the Vendor.

The field engineer will be dispatched to the Location based on the applicable level of service (e.g. 24x7x4, 8x5xNBD, 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 Equipment replacement used in providing the Cobranded Maintenance Services. Otherwise, physical configuring or reconfiguring of the Equipment is not included in Cobranded Maintenance Services and, upon Customer's request for such services, will be provided as Out of Scope Work subject to additional Charges.

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 Vendor Branded Maintenance Services, SmartNet and SmartNet Onsite Services provided by Cisco: www.cisco.com/en/US/products/services_descriptions_list.html.
- 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 Vendor Branded,- and Cobranded Maintenance Services: <http://www.polycom.com/products-services.html>

Customer will report all Incidents to Orange, and Orange will engage the applicable Vendor on Customer's behalf as required. Any Incident reported by Customer directly to the applicable Vendor will not be covered by or included in the Cobranded Maintenance Services and Orange will not be responsible therefor.

Orange will also not be responsible or liable for the failure to provide any Services (or its failure to meet any applicable Service Level) if Orange is unable to perform the Services because Customer does not comply with its obligations or does not provide remote access to the Equipment and/or is not able to perform hands and eyes and traces and log captures.

1.7.3 Cobranded Maintenance Service Exclusion

Orange nor Vendor will have no obligation to furnish Cobranded Maintenance Services for, and Orange will not be liable for damages for loss of the use of Equipment caused by any of the following (collectively "**Limitations**):

- (a) where circumstances leading to a call for Cobranded Maintenance Services are caused by a Force Majeure Event.
- (b) where circumstances leading to a call for Cobranded Maintenance Services are due to neglect, misuse, accidental or willful damage to the Equipment on the part of the Customer, its employees, agents and contractors (other than Orange, its Subcontractors or Vendor);
- (c) where the circumstances leading to a call for Cobranded Maintenance Services are due to the modification, manipulation, alteration, or addition to or tampering with the Equipment or items used in connection with it other than by Orange or the Vendor;
- (d) where the circumstances leading to a call for Cobranded Maintenance Services are due to instabilities in the operation of the Equipment caused by or related to the use of software not provided by Orange; combinations of Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange;
- (e) without prejudice to anything in this Clause 1.7.3, where the Customer or any of its Users is in breach of this Agreement (including this Service Description).
- (f) Video infrastructure Equipment is excluded from the Cobrand Maintenance. Only video end points Equipment are eligible to the Cobrand Maintenance Service.

Interventions and repairs rendered necessary by the above causes may be performed by Orange at Customer's request, and will be provided as Out of Scope Work subject to additional charges.

Cobranded Maintenance Services do not include:

- Any software upgrade, update;
- Provision of operating supplies or accessories;
- Electrical work external to the Equipment, except as otherwise set out in this Service Description;
- Maintenance of attachments or other devices not listed in a fully executed Order; 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.

1.7.4 **Customer Responsibilities**

Customer will:

- (a) ensure that the proper environmental conditions, including temperature and humidity, are maintained at the Location within the tolerances specified by Orange or the Vendor;
- (b) follow all installation, operation, and maintenance instructions of Orange or the Vendor, as applicable;
- (c) provide the proper environment and electrical and telecommunications connections as specified by Orange or the Vendor, as applicable;
- (d) provide reasonable communications facilities and 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 Cobranded Maintenance Services hereunder.

1.8 **Charges**

Charges for the Open Videopresence Equipment and services as set out in this Service Description are one-time Charges. Assessment Charges and on-site installation Charges will be invoiced upon the completion by Orange of the Assessment respectively the Equipment installation. Maintenance Charges will be invoiced in advance and the maintenance period will start when the Equipment has been delivered to the Location.

1.9 **Data Processing**

Exhibit A sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of this Service.

EXHIBIT A DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS SERVICES AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF GDPR**Name of the Service: Open Videopresence Equipment****ExA.1 Processing Activities**

Collection (receiving personal data of employees and users of customer who are natural persons, etc.).	Yes
Recording (capturing personal data in a file or software program, including the generation of metadata like Call Details Records, etc.).	Yes
Organization (organizing personal data in a software program, etc.).	Yes
Storage (keeping the personal data in a software program for a determined period, including for archiving purposes, etc.).	Yes
Modification (modifying the content or the way the personal data are structured, etc.).	No
Consultation (looking at personal data that we have stored in our files or software programs, etc.).	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means, etc.). Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	Yes
Combination (merging two or more databases with personal data, etc.).	No
Restriction (implementing security measures in order to restrict the access to the personal data, etc.).	Yes
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies, etc.).	Yes
Other use (if "YES" to be detailed).	No

ExA.2 Categories of Personal Data Processed (Type of Personal Data)

Categories of Personal Data Identifiable by Orange	
Identification data (ID document / number, phone number, email, etc.).	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services).	No
Location Data (geographic location, device location).	Yes
Customer Relationship Management data (billing information, customer service data, ticketing info, telephone recordings, etc.).	Yes
Financial data (bank account details, payment information).	Yes
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life, and/or orientation).	No
Categories of Personal Data Not Identifiable by Orange	
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on Orange infrastructure.	No

ExA.3 Subject-Matter and Duration of the Processing

Subject-Matter of Processing		Duration of Processing
Service activation.	Yes	For the period necessary to provide the service to the customer plus 6 months.
User authentication.	Yes	
Incident Management.	Yes	
Quality of Service.	Yes	
Invoice, contract, order (if they show the name and details of the contact person of Customer).	Yes	For the period required by applicable law.
Itemized billing (including traffic / connection data of end-users who are natural persons).	No	
Customer reporting.	No	
Hosting.	no	
Other. [if yes please describe]	No	

ExA.4 Purposes of Processing

Provision of the service to Customer.	Ye
---------------------------------------	----

ExA.5 Categories of Data Subject

Customer's employees/self-employed contractors using or managing the service or the contract who are natural persons.	Yes.
Customer's other end-users of the service who are natural persons (client of the Customer, etc.): usable by users other than internal users.	No

ExA.6 Sub-Processors

Sub-Processors Approved by Customer	Safety Measures
Orange Business Services entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services entities that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the Customer.	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL.
Orange Business Services suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the Customer.	NA
Orange Business Services suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the Customer.	Standard Model Clauses in contract with supplier.

END OF SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE EQUIPMENT