

## PUBLICATION 1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICES

### 1.1 Definitions

Capitalized terms used but not otherwise defined in this Service Description will have the meanings ascribed to them in the Service Level Agreement for Open Videopresence Flexible Premium Service, the Specific Conditions for Orange Integration Services, the Specific Conditions for Orange Professional Services, or elsewhere in the Agreement.

"**Change**" means a modification to the Managed Equipment.

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

"**Cisco**" means Cisco Systems, Inc. and/or its Affiliates.

"**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 the Services, 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 the Services.

"**Incident**" means a failure 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 Vendor or by Orange, which includes the ability of the Equipment to run its specified operating system software, but not applications software.

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

"**Services**" means the Open Videopresence Flexible Premium Service(s) described in this Service Description.

"**Service Platform**" means the fully managed, shared infrastructure hosted by Orange to provide the Services to Customer.

"**Severity Level**" means the amount of impact an Incident has on the operation of the Services, as described in Clause 1.4.10.2 (*Troubleshooting and Diagnostics*) below. The Severity Level may also be referred to as the "**Incident Priority**".

"**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 manufacturer or supplier of the Equipment, hardware, software, or maintenance, including their respective subcontractors and agents.

"**VNOC**" means the Orange Video and Network Operating Center through which Orange provides its Concierge Service Desk described in Clause 1.4.3 (*Concierge Service Desk*) below.

### 1.2 Overview

The Specific Conditions for Integration Services and the Specific Conditions for Professional Services apply to the Services. The Services only provide the features and functionality set forth in this Service Description. The Services include Integration Services, Professional Services, and Customer Care Services described in this Service Description in support of the Open Videopresence Flexible Premium Service that Orange provides to Customer.

### 1.3 Customer Responsibilities

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 videoconference 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.

### 1.4 Standard Services Elements

The Services include the Service Platform as well as access to a web portal (as described in Clause 1.4.2 (*Portal*) below) and Concierge Service Desk (as described in Clause 1.4.3 (*Concierge Service Desk*) below) for assistance with Customer's videoconference meetings. In addition, Customer may order the Equipment from Orange, subject to Clause 1.7 (*Charges*) below. For Clause 1.4.1 (*International Equipment Procurement*) below, the Specific Conditions

for Orange Integration Services and the Trade Controls, Logistics Services, Delivery and Customs Clauses apply to the Equipment resale, as and when applicable, in addition to the terms and conditions as set forth in this Service Description. Orange will have no responsibility or liability for any equipment or software (including any adverse effect such equipment or software may have on the Services provided hereunder) other than the Service Platform and the Equipment provided by Orange, except as otherwise expressly provided in this Service Description. Except as otherwise expressly agreed upon by Orange in writing, the Services only support certain software and equipment, which may be identified and modified by Orange from time to time.

#### 1.4.1 International Equipment Procurement

##### 1.4.1.1 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 Orange's 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.

1.4.1.2 **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 1.4.8 (*On-Site Installation*) below. 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.

1.4.2 **Portal.** Orange will provide an on-line self-service web portal (the "**Portal**") that allows Customer to schedule and book videoconference 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.

1.4.3 **Concierge Service Desk.** Orange will provide the Concierge Service Desk 24 hours a day x 7 days a week, which Customer may call to launch a videoconference meeting, extend the duration of a videoconference meeting, or address operational issues related to a videoconference meeting. The Concierge Service Desk will be able to communicate in English or French.

1.4.4 **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 videoconference meeting. This feature is available for Cisco endpoints only.

1.4.5 **Audio participant.** Orange will provide a list of audio numbers enabling an external participant to join the videoconference meeting by phone.

1.4.6 **PC and Mobile Access.** Orange will provide a plug-in to download on the PC and an application available on Google play and App Store for access via PC and mobile to videoconference meetings.

1.4.7 **Project Management.** Orange will provide the Project Management Service as described in the separate Service Description for Project Management, which the Parties agree is an integral part of the Agreement.

#### 1.4.8 On-Site Installation

1.4.8.1 **Orange Responsibilities.** Orange will use its commercially reasonable endeavors to:

- 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.

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 Orange's reasonable control, including Orange's inability 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.

##### 1.4.8.2 Customer Responsibilities

- Customer will notify Orange if any User timeframes for installation and support have changed or will change from the information contained in the Order;
- Customer will confirm that the Room and/or Location has been properly prepared;
- Customer will 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;
  - 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;
  - Customer is responsible for the disposal and recycling of all packaging, unless otherwise agreed upon by the Parties in writing; and
  - Customer is responsible for having the Room fully compliant with the Vendor requirement for a proper installation and functioning of the Equipment.
- 1.4.8.3 **Installation Failures.** Successful installation of the Equipment requires that the Customer Network to which the Equipment is connected has been correctly installed and is fully operational. Any failure in any other Service will be subject to the terms, conditions, and pricing otherwise set forth in this Agreement for that Service.
- 1.4.9 **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 five (5) Users and will last approximately two (2) hours. Customer may purchase additional training sessions as described in Clause 1.5.3 (*Additional Training Option*) below.
- 1.4.10 **Incident Management.** Service Select – Service Delivery and Service Select – Service Support are optional and separate from this Service. If Service Select service, which is subject to separate Service Description(s), is selected by Customer, this Service Description shall prevail over the Service Description for Service Select – Service Delivery and the Service Description for Service Select – Service Support in case of discrepancy.
- 1.4.10.1 **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).
- 1.4.10.2 **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 two (2) Severity Levels, which Orange may modify from time to time:
- Severity Level 1: Outage of Service.
  - Severity Level 2: Degradation of Service.
- 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.
- 1.4.10.3 **On-Site Maintenance.** Maintenance services consist of restoring the 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 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. On-site installation related terms and conditions of the Service Description for Operational Support Services are hereby incorporated by reference into this Service Description, to the extent not inconsistent with this Service Description.
- (a) **Vendor Branded maintenance.** When Vendor branded on-site maintenance is applied, the Vendor is in charge of the on-site Equipment replacement. Orange will manage the Vendor for the on-site Equipment replacement. Software provided with any spares used in providing the Maintenance Services will be installed.
- Certain 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](http://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>.

- (b) **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 is in charge of the on-site 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 Equipment replacement used in providing the Cobrand Maintenance services. 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](http://www.cisco.com/web/partners/Services/cspp/sell_svcs.html#tab-b1).
- For Polycom Cobranded Maintenance Services: <http://www.polycom.com/products>.

- 1.4.10.4 **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.

- 1.4.10.5 **Usage Reporting and Change Management.** Customer may access to its usage reporting and/or may request changes via My Service Space. Three (3) levels of changes will be defined: no impact, little impact and clear impact. This Service includes maximum two (2) changes (no impact, little impact) per room per year. All clear impact changes, additional no impact changes and additional little impact changes will trigger new price quotation and will be billed to Customer.

All changes included within the offer will be executed during a period defined by Orange. Otherwise the change becomes chargeable and will be subject to a quotation.

- 1.4.10.6 **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 Services. In this case, Orange will inform Customer at least six (6) months in advance and Customer will be responsible for any Equipment replacement or upgrades costs to receive the Services.

- 1.4.10.7 **Customer Service Management.** To receive the service management services, Customer must additionally order Orange Service Select – Service Support and Service Select – Service Delivery Services as described in and in accordance with separate Service Descriptions for the Orange Service Select – Service Support and Service Select – Service Delivery Services, which shall then constitute integral parts of this Agreement. Service Level Agreement and Reporting are available if and only if Orange Service Select – Service Support and Service Select – Service Delivery Services are ordered. On a monthly basis Orange will provide a monthly standard report, which will cover: Equipment inventory, usage reports, Incident lists, and trend analysis. The Parties agree that all reports generated by Orange will be provided to Customer in written and/or electronic format. All reports will be considered Confidential Information, and the Parties will use such reports for internal analysis only.

- 1.4.10.8 **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 in respect of service delivery and quality assurance. As such, the COG may be revised on an on-going basis to reflect any changes to the Services 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.

## 1.5 Optional Services Features

### 1.5.1 Meeting Room Options

- 1.5.1.1 **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 full administrator privileges and the ability to configure the functionality of the Equipment. Additional Charges will apply for the Advanced Option.

- 1.5.1.2 **Multistream Option.** With this option:
- Dual Screen endpoints (MX 700, MX800 Dual and SX80) have video on both screens when not sharing content, and
  - Single Screen endpoints (SX10, SX20, SX80, MX200G2, MX300G2, and MX800) have an individual view of each participant even when sharing content.
- Additional Charges will apply for the Multistream Option.
- 1.5.1.3 **Outlook® Plugin Option.** With the Outlook® Plugin Option, Users will be able to reserve videoconference 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.
- 1.5.2 **Video Unified Communications ("UC") Extension.** With the Video UC Extension option, Customer may extend videoconference meetings to Video Collaboration Software. 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, and/or (3) Extension to Microsoft Skype for Business or Skype for Business Online. Each type is described as follows:
- **Extension to B2GaaS.** Customer must purchase the Orange B2GaaS service (as described in and in accordance with the separate Service Description for Business Together as a Service) separately. To receive the Video 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 the Service Platform.
  - **Extension to Cisco Dedicated.** Customer must own the dedicated infrastructure for unified communications located on its premises. Customer must ensure that such dedicated infrastructure is connected to Orange VPN.
  - **Extension to Microsoft Skype for Business or Skype for Business Online.** Customer must own the dedicated infrastructure for unified communications, located on its premises or in Microsoft® Cloud. Customer must ensure that the domain name video.orange-business.com is reachable from Customer Unified Communications solution (via Internet).
- 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. Additional charges will apply for the Video UC Extension Option.
- 1.5.3 **Additional Training Option.** In addition to the administrator's standard training described in Clause 1.4.9 (*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 will be provided remotely.
- 1.5.4 **Existing Equipment.** The only Existing Equipment eligible to receive the Services is the Existing Equipment for which Orange agrees explicitly in writing to provide and thereafter actually provides the Services, as identified in the Customer Operations Guide. If Orange agrees to provide the 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 the Existing Equipment identified by Customer has been continuously maintained and is in Proper Operational Condition. The Parties expressly agree that for any Existing Equipment Orange will provide the Services, only to the extent as expressly identified in the Customer Operations Guide, if any. Otherwise, Orange will have no obligation to provide any Services for any Existing Equipment. Customer will make available, wherever possible, all maintenance records relating to the Existing Equipment. Prior to commencement of the Services for the Existing 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 the Services 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 the 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.
- 1.6 **Services 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.
- 1.7 **Charges.** Charges for the Services include one-time and recurring Charges. Recurring Charges will be billed and paid in advance. Charges for Equipment purchase, Maintenance Services, and any Service Select Services will be in addition to the Charges for the Services. Charges for On-site Maintenance Services will commence upon delivery of such Services, which may precede delivery and acceptance of the Services.

## END OF SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICES