

PUBLICATION 1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICES

1.1 Definitions

All capitalized terms used and not otherwise defined herein will have the meanings ascribed to them elsewhere in the Agreement (including the Specific Conditions and Service Descriptions referenced herein). 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 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), including the Equipment, to the Orange Network.

"Customer Operations Guide" or **"COG"** means the customer operations guide required for the Service and described in the separate Service Description for Service Management.

"Equipment" means the visual communications or videoconferencing solution hardware and software used by Customer in a Room to participate in a video conference and 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 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 failure in the Proper Operational Condition of the Equipment.

"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.

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

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

"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"**.

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

"Vendor" means the third-party manufacturer or supplier of the Equipment, hardware, software, or maintenance, including their respective subcontractors and agents.

"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.

"VNO" 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 Installation, Maintenance, Equipment Resale, and Other 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. 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.** The Specific Conditions for Installation, Maintenance, Equipment Resale, and Other Integration Services apply to the purchase of Equipment by Customer, as and when applicable, in addition to the terms and conditions as set forth in this Service Description.

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 User PC and an application available on Google play and App Store for access via the User's 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

The Service Description for Deployment Services as it pertains to installation services shall apply to on-site installation activities associated with the Service except as follows:

- Customer is solely responsible to confirm that the Room and/or Location has been properly prepared for the installation activities;
- Customer will confirm that the Room and/or Location has been properly prepared;
- Customer will ensure that the Equipment is transported from the storage room to the Room 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 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 Vendor requirements for the proper installation and functioning of the Equipment.

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

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.** On-site 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. The on-site maintenance services Customer may order are Vendor-branded on-site maintenance and Cobrand Maintenance (also known as Cobranded Operational Support).

(a) **Vendor Branded On-Site Maintenance.** If Customer orders Vendor-branded on-site maintenance, the Vendor is responsible for the on-site Equipment replacement. Orange will coordinate with the Vendor for the on-site Equipment replacement. Software provided with any Spares used in providing the Vendor-branded on-site maintenance Services will be installed.

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

For Cisco, Customer must purchase its Essential Operate, Essential Software Support, and Vendor-branded maintenance services. 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. Service descriptions for Cisco maintenance services are available at the following URL: <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html?dtid=ossdc000283>.

For Polycom, except as otherwise expressly agreed by the Parties in writing, Customer must purchase the maintenance services from Polycom, which may include 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: <https://www.poly.com/us/en/products/a-z>.

(b) **Cobranded Operational Support.** The Cobranded Operational Support offering (also referred to as "Cobrand Maintenance") is a solution comprised of a combination of Orange and Vendor services. If Customer orders an available Cobrand Maintenance offering for a particular brand of Equipment, Orange will provide Level-1 (first line response) and Level-2 (remote troubleshooting and coordination of Spares dispatch, and if applicable, field engineer) support, and the applicable Vendor will provide Level-3 (complex troubleshooting) and Spares (if ordered), in order to restore service to the Customer in line with agreed service levels.

On-site support services included in Cobrand Maintenance may include the following additional features, if ordered by Customer:

- Coordination of the delivery of Spares with the arrival of the field engineer;
- Coordination of Incident determination through additional remote Diagnostics with the Service Desk and appropriate Customer contact as necessary;
- Delivery of Spares to Location by the applicable Vendor;
- Replacing defective Equipment and/or Components with Spares.

If Orange is unable to restore Equipment to Proper Operational Condition through Diagnostics or if otherwise necessary, a field engineer will be dispatched to Location based on the applicable level of service (e.g. 24x7x4, 8x5xNBD, etc.), as ordered by Customer. Upon completion of the on-site maintenance, 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 operating system software provided by Vendor with any Spares used in providing the Cobrand Maintenance. Otherwise, physical configuring or reconfiguring of Equipment is not included in the on-site maintenance service.

The terms and conditions set forth in this Clause 1.4.10.3(b) and in the Service Description for Operational Support Services will apply to the Cobrand Maintenance responsibilities of Orange, and the terms and conditions set forth at the applicable Vendor URLs will apply to Level-3 support, Spares and, if ordered by Customer, Vendor on-site support services provided by that Vendor. Orange will advise Customer of the applicable Vendor URL upon request. Certain Vendors' URLs are as set forth below (unless another URL is identified by the Vendor):

- For Cisco support services: <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html?dtid=ossdc000283>
- For Polycom support services: <https://www.poly.com/us/en/products/a-z>.

- 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 have 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 a maximum of two (2) Changes (for no impact, little impact Changes) per Room per year. All clear impact Changes, additional no impact Changes and additional little impact Changes will be subject to additional charges.
- All Changes included as part of the Service will be executed during a period defined by Orange on a case-by-case basis. 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 allow Customer 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 **Service Optimize.** Customer must order Orange Service Optimize as described in and in accordance with the separate Service Description for Service Management. Service Level Agreement and Reporting for the Services are available only if the Customer receives Service Optimize for the Services. 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.
- 1.5 Optional Services Features**
- 1.5.1 **Meeting Room Options.** Additional Charges apply to each of the following Meeting Room Options.
- 1.5.1.1 **Pro-active Monitoring Option.** With the Pro-active Monitoring 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.
- 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.
- 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.
- 1.5.2 **Video Unified Communications ("UC") Extension Option.** With the Video UC Extension Option, Customer may extend videoconference meetings to Video Collaboration Software. Participants may connect to the meeting on video using the connection's information provided in the invitation message.
- Four (4) types of Video UC Extension are available: (1) Extension to Business Together as a Service ("B2GaaS"), (2) Extension to Cisco Dedicated, and (3) Extension to Microsoft Skype for Business, Skype for Business Online, and Microsoft Teams, and (4) Extension to Google Hangouts Meet. Each type is described as follows:
- **Extension to B2GaaS.** Customer must separately purchase Orange B2GaaS (as described in and in accordance with the separate Service Description for Business Together as a Service). 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 B2GaaS. 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 the Orange VPN.
 - **Extension to Microsoft Skype for Business, Skype for Business Online, or Microsoft Teams.** 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).
 - **Extension to Google Hangouts Meet Bridge.** Customer must activate the cloud video interoperability on its G Suite subscription.
- Orange will support Video UC Extension Options 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 will be in the form of either additional administrator's training or end-users' training and will be provided remotely.

1.5.4 **Existing Equipment.** Existing Equipment is only eligible to receive the Services if Orange agrees explicitly in writing to provide the Services to such Existing Equipment and it is 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 and Expenses, 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 provide 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 and Expenses, unless otherwise agreed upon by the Parties in writing.

1.6 Services Term

Notwithstanding anything to the contrary otherwise contained in the Agreement, the Service Term of any Order for the Services will 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 Management Services will be in addition to the Charges for the Services. Charges for On-site maintenance services will commence upon delivery thereof, which may precede delivery and acceptance of the Services.

1.8 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 Flexible Premium

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.).	Yes
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.).	Yes
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).	Yes
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).	No
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.	Yes	For the duration requested by Customer.
Carry the traffic of customers' end-users.	Yes	For the duration of the transmission.
Hosting.	Yes	For the duration of the hosting service ordered by Customer.
Other. [if yes please describe]	No	

ExA.4 Purposes of Processing

Provision of the service to Customer.	Yes
Answering legal requests from authorities.	Yes

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.	Yes

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 FLEXIBLE PREMIUM SERVICES