

#### PUBLICATION 1 SERVICE DESCRIPTION FOR OPEN VIDEOPRESENCE MANAGEMENT

#### 1.1 Definitions

Capitalized terms used and not otherwise defined in this Service Description will have the meanings ascribed to them in the Service Level Agreement for Open Videopresence Management Service, the Specific Conditions for Installation, Maintenance, Equipment Resale, and Other Integration Services, or elsewhere in the Agreement.

"Change" means a modification to the Managed Equipment.

"Cisco" means Cisco Systems, Inc.

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

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

**"Equipment"** means both Video Infrastructure and Video Endpoint hardware and software from a Vendor which Orange resells to Customer as identified in an Order.

**"Event Management"** means a set of systems and processes provided by Orange that automatically detects Incidents in the Managed Equipment.

**"Existing Equipment"** means both Video Infrastructure and Video Endpoint hardware and software from Vendor that is already installed and used by Customer at a Location prior to Customer ordering Open Videopresence Management Services and for which Orange agrees to provide Customer with Open Videopresence Management Services.

"Incident Report" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident. Incident Reports are opened reactively when Customer reports an Incident, or proactively when Orange detects an Incident.

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

"Interoperability Option" means the optional feature described in Clause 1.5.2 that allows unified communications video customers using Microsoft Teams or Google Meet to interoperate with Customer Video Endpoints on the same video conference.

"Location" means a Customer site at which Managed Equipment is installed.

"Managed Equipment" means both Video Infrastructure and Video Endpoint(s).

"Microsoft Teams" means cloud-based team collaboration software that is part of the Microsoft Office 365 suite of applications.

"Microsoft" means Microsoft Corporation, Inc.

"Obsolete Managed Equipment" means any type of Managed Equipment with respect to which the Vendor has notified the market that it will no longer be supported.

"Open Videopresence Management Light" is the option of Open Videopresence Management Services described in Clause 1.5.1 of this Service Description.

"Open Videopresence Management Services" means the Open Videopresence Management Services described in this Service Description.

"Orange Cobranded Operational Support" means the Orange cobranded maintenance service offer as described in detail in the OSS SD.

"OSS SD" means the Service Description for Operational Support Services as set forth in the Publication.

"Polycom" means Polycom Inc.

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

"Proper Video Operation Condition" means that the Video Conferencing is available, and/or the video experience is standard (e.g. no audio and or video quality issue), and/or a secondary service is not impacted (e.g. possibility to share a document), and/or Customer is able to schedule a video meeting, and/or a video endpoint (hardware or software) not registered on the Video Infrastructure is able to attend to a video meeting, and/or the centralized directory of all the Video Endpoints is available to organize ad hoc video meetings. Specifically, for situations with Video Endpoint registered on a Vendor cloud service, the preceding sentence does not apply, and Proper Video Operation Condition means only that the Video Conferencing is available, and/or the video experience is standard (e.g. no audio and or video quality issue), and/or a secondary service is not impacted (e.g. possibility to share a document).

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

"Service Desk" means Orange video service desk.

"Service Platform" means the fully managed, shared infrastructure hosted by Orange to provide Microsoft Teams and Google Meet interoperability service to Customer.

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

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

**"Vendor"** means Polycom, Cisco, or the manufacturer of any video equipment operating with Windows 10 IOT certified by Microsoft and validated by Orange.

"Video Conferencing" means that the Video Endpoint is able to connect or participate to a video meeting and the Customer is able to launch a video meeting from such Video Endpoint, and that audio and video functions are available for all Video Endpoint(s) connected to such a video meeting.

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

"Video Infrastructure" means the bridging, scheduling, and registration equipment allowing Video Conferencing for which Orange will provide Customer the Open Videopresence Management Services. It may be composed of hardware equipment and/or software applications running on a virtualized environment. It may be managed by Orange or Customer or a third party. When Video Endpoints are registered on a Vendor cloud service, there is no Video Infrastructure.

#### 1.2 Overview

The Specific Conditions for Orange Installation, Maintenance, Equipment Resale, and Other Integration Services apply to the Open Videopresence Management Services. Open Videopresence Management Services provide Customer with the right to order the Equipment and the related Open Videopresence Management Services, so as to enable Video Conferencing within the agreed premises of Customer and/or Users as more fully described below.

To receive the Open Videopresence Management Services for Video Endpoints that are not registered on a Vendor cloud service, Customer must procure video connectivity by separately purchasing either:

- (a) Orange Business VPN Corporate Service with the RT-Vi Classes of Service or an Orange internet access service, as described in and subject to its separate Service Description and the Specific Conditions for Network Services as set forth on the Publication; or
- (b) a third party connectivity service, for which Orange shall have no operational or regulatory responsibility. Vendor cloud services supported are Cisco WebEx Meetings and Microsoft Teams.

#### 1.3 Customer Responsibilities

Customer is responsible to: (a) provide the name and telephone number for a local contact for each Location receiving the Open Videopresence Management Services who will reasonably assist Orange with the Services, including any remote troubleshooting and diagnostics; (b) provide physical and logical security for Customer Network, including all Equipment; (c) allow Orange (including its Subcontractors) to collect, retain, and publish aggregated statistics and metrics regarding the Open Videopresence Management Services, provided that no Customer or User identifiable information is published or shared with any third party; (d) notify Orange at least 48 hours in advance of any scheduled maintenance (e.g. scheduled power cut) relating to or that may affect the Customer Network, and Customer shall neither change or modify the configurations of the Managed Equipment nor move the Managed Equipment without notifying Orange at least 48 hours in advance; (e) if the Video Infrastructure is running on a virtualized environment managed by Customer or a third party, implement an interlock acceptable to both Customer and Orange; (f) implement security best practices on Customer Network and on virtualized environment not managed by Orange; (g) when using Cisco WebEx Meetings in lieu of Orange Video Infrastructure provide Orange the required credentials for it to access the Cisco control hub for purposes of service configuration and management, and not take any action that could impact that Vendor cloud service without notifying Orange at least 48 hours in advance; and (h) when using Microsoft Teams in lieu of Orange Video Infrastructure, provide Orange required accounts with associated rights and licenses for purposes of service configuration and management and not take any action that could impact that Vendor cloud service without notifying Orange at least 48 hours in advance.

#### 1.4 Standard Service Elements

- 1.4.1 **Equipment Procurement.** The Specific Conditions for Orange Installation, Maintenance, Equipment Resale, and Other Integration Services describes the terms and conditions applicable to Customer's purchase of Equipment from Orange.
- 1.4.2 **Video Site Survey for Room Readiness.** If ordered, the video site survey will verify that the Room is compliant with the requirements specified by Vendor for the proper installation and functioning of the Managed Equipment. The video site survey must be completed before the on-site installation. Customer will provide Orange with all information regarding the Room as reasonably requested by Orange to conduct the video site survey.

The video site survey 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.

For video site surveys conducted on-site, a Customer representative must accompany the Orange field engineer at all times during the survey. 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 video site survey indicate that further preparation to the Room is needed (which may include changes to the configuration of the Equipment), Customer will ensure that all such preparations are completed prior to Orange providing the Services.

## 1.4.3 **Deployment**

- (a) Service Transition Management (STM). Orange will assign (each time) a Service transition manager who will coordinate the implementation of the Managed Equipment up to acceptance of the Service. When using Microsoft Teams in lieu of Orange Video Infrastructure, a workshop will be organized to identify and explain the Orange prerequisites Customer must satisfy for successful transition to the Service.
- (b) Project Management Services. For projects with specific reporting requirements or complexity due to mixing of various technologies and services, Customer may subscribe to an optional Project Management Service which is subject to the Specific Conditions for Professional Services.
- (c) **On-Site Installation.** The Service Description for Deployment Services shall apply to on-site installation activities associated with the Service except as follows:
  - Customer is solely responsible to properly prepare the Room and/or Location for the installation activities and to confirm that it has done so;
  - 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
  - If Customer decides not to order the video site survey option as described in Clause 1.4.2 (Video Site Survey For Room Readiness), Customer is responsible for having the Room fully compliant with Vendor requirements for the proper installation and functioning of the Equipment.
  - For situations with Video Endpoints registered on Cisco WebEx, ensure that Vendor connectivity test is passed successfully to the satisfaction of Vendor.

#### 1.4.4 Service Operations

#### 1.4.4.1 Incident Management

- (a) General Service Terms
  - (i) Customer Operations Guide (COG). The COG is essential for the delivery of the Incident management services, and Orange and Customer will work together to complete this document prior to the commencement of the Incident management services. The COG is intended to be an accurate reflection of the current status of the Incident Management Services, and as such may be revised on an on-going basis to reflect all changes during the Service Term. The COG will include detailed Customer contact information, all agreed operational guidelines, and will set forth general escalation procedures, among other information. Customer will advise Orange of any changes to the information contained in the COG, including any changes to notification procedures or employee status, in a timely manner.
  - (ii) Remote Access. Customer will provide Orange with remote access to the Managed Equipment as specified by Orange to provide the Incident management services. This condition is not applicable for Video Endpoints connected to Microsoft Teams or Cisco WebEx with the Open Videopresence Light option described in Clause 1.5.1.
  - (iii) **Existing Equipment.** If Orange agrees to provide Incident management services for any Existing Equipment, then Customer will provide, in electronic format, a complete database of all Existing Equipment by Location and by type, including model number, configuration, and serial numbers. Customer will certify that, to the best of its knowledge, the Existing Equipment identified by Customer have been continuously maintained and are in Proper Operational Condition. Customer will make available all maintenance records relating to the Existing Equipment. Prior to commencement of the Incident management services at any Location, the Parties will review the list of Existing Equipment at each Location and if Customer is unable to certify that such Existing Equipment have been continuously maintained or if otherwise necessary, the Parties will make arrangements to conduct a Site Audit. Site Audits will be provided at the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing. If Orange determines at the initial Incident management call that the Incident is due to a lack of on-going maintenance, Customer agrees that the Incident management services provided pursuant to such call will be provided the Hourly Labor Rate, plus the cost of materials, unless otherwise agreed upon by the Parties in writing.
- (b) Reactive Incidents. Customer may contact the Service Desk to report Incidents. When reporting Incidents, Customer will provide the following information or such other information as may be requested by the Service Desk at the time of the call:
  - Agreement Number or ID;
  - Location address and identification code;
  - Managed Equipment type and serial number;
  - Nature of Incident;
  - Local time at the Location;

- Hours of access and Location contact information: and
- Prioritization of Dispatch (i.e. immediate or deferred).
- (c) Event Management. In addition to the reactive procedure described in Clause 1.4.4.1(b) (Reactive Incidents), Orange will provide Event Management to automatically detect Incidents in the Managed Equipment if and only if such Managed Equipment is compatible with the Event Management systems and processes. Orange Service Desk will notify Customer of Incidents so detected by Orange. However, the automatic detection of Incident will not function: (i) during a power outage or (ii) during a period of Scheduled Maintenance. Orange will provide the Event Management only for Managed Equipment.
- (d) 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.
- (e) Incident and Event Management Exclusions. Orange will have no obligation to furnish Incident or Event Management and Orange will not be liable for damages for loss of the use of Managed Equipment caused by any of the following:
  - (i) Partial or total loss of the use of the Managed Equipment due to temperature or electrical current fluctuation, pest damage, fire, flood, riots, warfare or any other casualty or loss, or the repair of any Managed Equipment that by reason of age or extreme or abusive use has become so debilitated as to be beyond reasonable repair;
  - (ii) Damage caused by adjustments and repairs made by persons other than Orange (including Subcontractors), or personnel not approved in writing by Orange;
  - (iii) Damage caused by computer viruses;
  - (iv) Any instabilities in the operation of the Managed Equipment caused by or related to the use of software not provided by Orange; combinations of the Managed Equipment and software, even if such combination is specified on a duly accepted Order; or any hardware not maintained, installed or supported by Orange. Interventions and repairs rendered necessary by the above causes may be performed by Orange at Customer's request and will be provided at the Hourly Labor Rate, plus the cost of materials.
  - (v) Incident Management does not include:
    - Provision of operating supplies or accessories;
    - Electrical work external to the Managed Equipment;
    - Maintenance of any equipment, attachments, or other devices other than the Managed Equipment; or
    - Correction of software databases or programming errors or any errors or damages caused by or arising out of input or error, except as otherwise set out in this Service Description.
  - (vi) Event Management will not be provided to any Video Endpoints connected only through the Internet unless they are connected to Microsoft Teams.
- (f) Obsolete Managed Equipment. The Services for Obsolete Managed Equipment (including Software) will be provided up to the end of support date of Vendor. Customer will be notified in advance when the Obsolete Managed Equipment will be formally withdrawn from the respective Vendor branded maintenance services or Orange Cobranded Operational Support. In no event will Orange render Vendor branded or Orange Co-Branded Operational Support for Managed Equipment following the "end of life" or "end of support" date identified by the Vendor, unless otherwise expressly agreed upon by Orange in writing.
- (g) **Maintenance.** Maintenance services consist of restoring the Managed Equipment to Proper Operational Condition in the event of an Incident through remote diagnostics and troubleshooting including the on-site replacement of (or parts of) non-functioning Managed Equipment. Maintenance services are contingent upon Customer purchasing as part of its Order either Vendor-branded maintenance services or Orange Cobranded Operational Support with on-site parts replacement, as described below. Software provided by the Vendor with any Managed Equipment replacement used in providing the Maintenance Services will be installed. For Video Endpoints connected to Microsoft Teams, when Vendor Branded Maintenance or Cobrand Maintenance is not available from the Vendor, a Vendor warranty should be applicable. Remote troubleshooting and coordination of replacement activities by Orange are applicable as long as the Video Endpoint is under warranty, however the on-site intervention for Managed Equipment replacement is the Customer responsibility.
  - (i) Vendor Branded Maintenance Services. Under Vendor-branded maintenance services, Vendor is responsible for on-site Equipment and parts replacement, which will be coordinated by Orange. Certain Equipment may require a particular level of, or may not be supported by, Vendor-branded maintenance services, as identified by Orange or Vendor. Vendor-branded maintenance services are provided solely by the Vendor pursuant to the Vendor service description(s) and terms and conditions, the URL for which Orange will provide to Customer upon request.

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

For Polycom, except as otherwise expressly agreed by the Parties in writing, Customer must purchase the maintenance services directly from Polycom. The Polycom Premier Onsite for Video systems, and the

Polycom Premier onsite for video infrastructure. Orange will specify the maintenance type to be purchased. Maintenance Services service descriptions are available at the following URL: https://www.poly.com/us/en/products/a-z.

Note: If Vendor-branded maintenance has not been ordered through Orange, coordination with the Vendor is a Customer responsibility.

(ii) Orange Cobranded Operational Support (also known as Cobrand Maintenance). The Orange Cobranded Operational Support offering is described in detail and provided under the terms of the separate OSS SD. Orange will provide On-Site Support Services (as described in the OSS SD), depending on Customer's maintenance coverage. Parts-only support is not available for the Open Videopresence Management offer.

Orange Cobranded Operational Support is comprised of a combination of Orange and Vendor services. The OSS SD will apply to the 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
- 1.4.4.2 **Configuration Management.** Orange will save Managed Equipment configuration data in a database on a periodical basis. The process is described in the COG.

Note: Configuration management is not available for Video Endpoints connected to Microsoft Teams.

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

#### 1.4.4.4 Release Management

- (a) For Video Endpoints registered on a Video Infrastructure and for the Video Infrastructure. On a monthly basis, Orange will review Vendor recommended hot fixes, patch levels, and service pack upgrades for the Managed Equipment. Orange will remotely deploy those hot fixes, patch levels and service pack upgrades that Orange, in its sole discretion, determines are needed at a time mutually agreed upon by the Parties and at no additional Charges. It may be necessary to take the Managed Equipment and Customer Network off-line to implement the updates or patches. When possible, Orange will work with Customer to minimize any impact this may have, and Orange will try to implement all such updates and patches remotely during a maintenance window agreed upon by the Parties. If the Customer network is customized and Orange cannot update the software remotely, installation of updates and enhancements will be charged to and paid by Customer at the Hourly Labor Rate for such services, plus the cost of materials.
- (b) For Video Endpoints connected to Microsoft Teams. On a monthly basis, Orange will review Microsoft Teams Application versions and will remotely deploy those versions that Orange, in its sole discretion, determines are needed, during the night and at no additional Charges. Windows IOT feature, quality, non-deferrable updates, and peripheral drivers will be deployed remotely following the Microsoft Windows Update process.
- (c) Exclusions. Release management is not available with Video Endpoints registered on Cisco WebEx, and in such cases, Vendor will push software upgrades at its discretion. Orange has no control over and is not responsible for software deployments or upgrades by Vendor.

## 1.4.4.5 Change Management

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

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

Orange will classify the type of Change based on the level of complexity (e.g. No impact, Little impact, or Clear impact) in the Change Catalogue, and any type of Change not identified in the Change Catalogue will be considered a "Clear impact" Change, for which a specific request for quotation must be made by Customer. The Parties will mutually agree on the charges and lead times applicable to each Complex Change.

Customer will receive up to two Simple Changes (No impact and Little impact) plus one minor software upgrade per year per Managed Equipment. Any additional changes or Changes provided in lead times other than those expressly provided are subject to additional Charges.

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

- (b) **Change Management Exclusions.** Orange has no obligation to furnish change management services for situations with Video Endpoint registered on the Video Infrastructure and connected through Internet. When Video Endpoints are registered on a Vendor cloud service, Orange will not offer any software upgrade as a change.
- (c) Modifying and Upgrading Managed Equipment. Customer will notify Orange of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to servicing, operating, or enhancing the Managed Equipment. The Parties will negotiate the appropriate Charges for installation and maintenance of enhancements, engineering change orders ("ECOs") and changes required by a governmental or regulatory entity for product safety reasons ("Safety Changes") (collectively "Managed Equipment Changes") on a case by case basis. The inclusion of such Managed Equipment Changes will be reflected by an amendment to this Service Description. All ECOs and Safety Changes will be coordinated with Customer.
- (d) Moves, Adds and Changes ("MACs") and De-installation or Re-installation of Managed Equipment. Any MACs or de-installation or re-installation services of Managed Equipment are not included as part of the Open Videopresence Management Services. Customer may request Orange to provide such services subject to additional Charges. Customer may request pricing on a per project basis whereby Orange will provide pricing for such project.
- 1.4.5 **Concierge End User Assistance.** With the end user assistance service, the Concierge will provide 24 hours a day, 7 days a week assistance to the end user on use of the service and will be able to communicate in English or French. The Concierge provides assistance on video conference scheduling and video conference launching. During a video conference the Concierge will be able to: (a) add or cancel a participant; (b) provide help on the document sharing feature; (c) change video conference settings; or (d) extend the duration of a video conference.
  - For situations with Video Endpoints registered on a Vendor cloud service, the Concierge will not be able to: (i) add or cancel any participant; (ii) change Video Conferencing settings; or (iii) extend the duration of a video meeting.

#### 1.4.5.1 Reporting

- (a) For Video Endpoints registered on a Video Infrastructure or on Cisco WebEx. Usage reporting is available to Customer via My Service Space.
- (b) For Video Endpoints connected to Microsoft Teams. Orange will provide a dashboard on Orange Microsoft Azure tenant which provides live hardware and applications status for each Video Endpoint.
- 1.4.5.2 **Customer Service Management.** To receive the service management service, Customer must order the Orange Service Management Service with the Service Optimize feature as described in the separate Service Description for Service Management. Service Level Agreement and reporting are available only if the Orange Service Management Service with Service Optimize is ordered. On a monthly basis Orange will issue reports for the Incident management services provided. The Parties agree that all reports generated by Orange will be in writing or electronic format. All reports will be considered Confidential Information, and the Parties will use such reports for internal analysis only.
- 1.4.5.3 **Customer Responsibilities.** Customer will: (a) ensure that the proper environmental conditions, including temperature and humidity are maintained at the Room and/or the Location within the tolerances specified by Orange or Vendor; (b) follow all installation, operation, and maintenance instructions of Orange or Vendor, as applicable; (c) provide the proper environment and electrical and telecommunications connections as specified by Orange or Vendor, as applicable; (d) provide reasonable communications facilities, work space, if requested by Orange; (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, as Orange will not be responsible for the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the performance of the Services; (f) ensure the installation of any operating system if required; (g) ensure the proper operational condition of, and management, of upgrades to any operating system if this service is not ordered through Orange, (in which case such service shall be subject to a dedicated Service Description): and (h) ensure that Video Endpoints are not powered off without informing Orange.

#### 1.5 Optional Service Features

#### 1.5.1 Open Videopresence Management Light

- (a) Features. The Open Videopresence Management Light option is available for non-immersive Video Endpoints. It provides a light managed service for some Video Endpoints. A coherent operational model is guaranteed for the whole video solution. This option does not include: Event Management, configuration management, release management, change management, and/or problem management. For Video Endpoints registered on Cisco WebEx, usage reporting is not included either. Furthermore, all Video Endpoints are excluded from SLAs. Any required changes and software upgrades will be subject to a separate and specific quotation.
- (b) Exclusions. This option is not available for Video Endpoints connected to Microsoft Teams.
- 1.5.2 **Microsoft Teams and Google Meet Interoperability.** The Microsoft Teams and Google Meet interoperability option allows the Customer's Video Endpoint and unified communications video customers (Microsoft Teams or Google Meet) to interoperate within the same video conference using the Service Platform.
  - (a) Interoperability with Microsoft Teams. Customer must own the service for unified communications, located on the Microsoft® cloud. Customer must ensure that the domain name video.orange-business.com is reachable from its unified communications solution (via Internet).

(b) Interoperability with Google Meet. Customer must activate the cloud video interoperability on its Google Suite subscription.

## (c) Scheduling Video Conferences on Microsoft Teams or Google Meet

- (i) The video conference organizer may invite one or more Video Endpoints to his conference by booking them directly from Outlook, Microsoft Teams or Google Meet.
- (ii) The Video Endpoints connect to the Microsoft Teams or Google Meet video conference using the conference number appearing in the invitation or using the One Button to Push feature (availability depending on the Customer's configuration) and can share documents from the Video Endpoint.

#### (d) Fair Use

- (i) 'Fair use' means the use of the Interoperability Option within the limit of the number of concurrent (i.e. simultaneous) video conference sessions subscribed, as indicated in the Customer Order. Exceeding fair use is permitted so long as Customer's peak traffic does not exceed the number of concurrent video conferences by more than 20% of the number subscribed more than twice in any rolling two-month period.
- (ii) If Customer usage exceeds by 20% the number of concurrent video conferences subscribed more than twice in any consecutive two month period ("Excess Use"), then Customer must promptly order additional concurrent video conference sessions in order to thereafter stay within the 20% maximum peak usage authorized, effective as of the first billing period following the Excess Use.
- (iii) In the event of Customer non-compliance with this Clause 1.5.2(d), Orange reserves the right to suspend the Service for Customer upon 5 days prior written notice, and then terminate Customer's Order for the Service for cause under the conditions defined in the Orange Business Services General Conditions.

#### 1.6 Service Term

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

### 1.7 Charges

Charges for the Open Videopresence Management Services include one-time and recurring Charges. Annual recurring Charges (service operations, service management, and end user assistance) will be billed and paid in advance. The Charges for any on-site maintenance will commence upon delivery of the Equipment, which may precede delivery and acceptance of the service operations services. For the Interoperability Option, Customer is also billed a one-time Charge and a monthly recurring Charge based on the number of concurrent video conference sessions subscribed.

# 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 Management

## **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.).	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).	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).	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.	Yes	For the duration requested by Customer.
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.

# 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 MANAGEMENT