



1 SERVICE DESCRIPTION FOR AUDIO AND WEB CONFERENCING SERVICES

1.1 Service Overview

The Audio and Web Conferencing Services are teleconferencing services that allow Users to conduct audio conferences and web conferences at any time by having participants connect into a service platform and enter a passcode or password, as applicable, or by dialing participants directly and connecting them into the conference. Orange provides Automated Audio Conferencing, Attended Audio Conferencing and Web Conferencing Service options, each as described below. For the Audio Conferencing Services, Orange provides each User with access numbers and two (2) 10-digit passcodes, one for the moderator or host and one for all other participants. For Web Conferencing, Orange provides Users with User account information, including the login and web access password. The host or moderator passcode or password must be entered for the audio or web conference to begin. Passcodes and passwords may be permanent, rolling (e.g. changed quarterly or semi-annually), or per-conference, depending on the Audio and Web Conferencing Service option selected.

1.2 Service Options

1.2.1 Automated Audio Conferencing

Automated Audio Conferencing is a shared port, reservation, or reservationless automated teleconferencing service. Orange provides each User with an individual conferencing account, which includes a list of access numbers, a host or moderator passcode, and a participant passcode. Users may use their individual account information at any time for on-demand, reservationless conferences of up to 300 participants.

1.2.2 Attended Audio Conferencing

Attended Audio Conferencing is a reservations-based teleconferencing service. Prior to the call, the User must reserve the conference as required by Orange (e.g. via fax, email or telephone). Multiple speakers may participate in a conference, but all other participants join the conference in a listen-only mode for the duration of the call. During the call, an operator will attend the conference to monitor sound quality, call protocol, or conduct a question and answer session. If User requests that more than one operator attend the conference, then additional charges will apply. The operator can pass control of the conference between the speakers or allow all speakers to be live with the other participants, as directed by the User in advance. Attended Audio Conferencing Services include the Broadcast Attended Audio Conferencing Service and the Event Attended Audio Conferencing Service, and the following optional features are provided as described below:

1.2.2.1 For either the Broadcast Attended Audio Conferencing or Event Attended Audio Conferencing Service, an Orange representative can be available:

- (a) before the conference for any changes that the User may need to make to the conference,
- (b) during the conference for general progress issues that may arise during the conference, and
- (c) after the conference for a review of the conference and to ascertain what, if any, changes the User would recommend.

1.2.2.2 For either the Broadcast Attended Audio Conferencing or Event Attended Audio Conferencing Service, Orange may provide recordings of a conference via tape, CD, electronic file, streaming, or written transcriptions as well as verbal or written translations of a conference, all subject to an additional Charge and applicable shipping charges.

1.2.2.3 Broadcast Attended Audio Conferencing, which includes the features described above, will support up to 900 participants, including the moderator and all speakers. Participants connect to the conference by dialing a passcode.

1.2.2.4 For Event Attended Audio Conferencing, Orange will provide the features described above as well as a designated event manager, who will assist Customer with call profiles and serve as Customer's single point of contact at Orange for Attended Audio Conferencing. As part of the Service, an operator greets all callers and places them into the conference. Event Attended conferences will support up to 1,300 participants, including the moderator and all speakers.

1.2.2.5 A User may provide Orange with a list of expected participants in a conference, and Orange will screen the participants joining the conference to ensure that only those identified on the list are connected into the conference. If a caller is not identified on the list provided by the User, then Orange will contact the User to determine if the caller should be allowed into the conference.

1.2.3 Usage Based Web Conferencing

The Web Conferencing Services may be used as a standalone service option or in connection with either the Automated or Attended Audio Conferencing Services. With the Web Conferencing Services, participants may share presentations, documents, applications, or desktop control, transfer files, or browse the Web together. The moderator will control the presentation, documents, and interaction

using the Web Conferencing Services. Orange will provide Customer with the URL and User account information, including the login and password, needed to access and use the Web Conferencing Services, and Customer will be responsible for providing all Internet access and other services that may be needed for Users and participants to use the Web Conferencing Services. Customer's and Users' use of the Web Conferencing Services is subject to the terms and conditions of service and use made available by the suppliers of such services (e.g. Cisco WebEx®, Microsoft® Office Live Meeting, PGI GlobalMeet®, etc.).

1.3 Access Numbers

Subject to availability and all applicable regulations, Orange will provide local toll access, international toll free, or international dial access numbers for Users and participants to access conferences. If Customer receives the Orange Business Talk Services, then Orange can provide On-Net access for Automated Audio Conferencing Services by configuring a private number in Customer's numbering plan. Private numbers are available only from Business Talk Service Locations and are subject to availability and technical limitations defined by Orange.

1.4 Customer Obligations

1.4.1 Customer warrants and represents that it is the owner or licensee of any content that Customer, Users or a participant uploads, records or otherwise transmits through the Audio and Web Conferencing Services, including any photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "Customer Content").

1.4.2 Customer agrees not to:

- (a) use Audio Conferencing and Web Conferencing Services in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise);
- (b) harvest or otherwise collect information about others, including email addresses, without their consent;
- (c) use, download or otherwise copy or provide (whether or not for a fee) to a person or entity that is not a user of Audio Conferencing any directory of other users or usage information or any portion thereof other than in the context of Customer's use of Audio Conferencing;
- (d) knowingly interfere with or disrupt networks connected to Audio Conferencing or violate the regulations, policies, or procedures of such networks;
- (e) attempt to gain unauthorized access to Audio Conferencing, other accounts, computer systems or networks connected to Audio Conferencing, through password mining or any other means;
- (f) use Audio Conferencing for illegal purposes (including gambling or betting); or
- (g) upload, record, or otherwise transmit any Customer Content that is materially false, misleading, or inaccurate.

Orange, in its sole discretion and upon reasonable belief, may take any reasonable action it deems necessary, if Customer's conduct fails to conform to this Clause 1.4.2 or may create liability for Orange or its suppliers.

1.4.3 Orange reserves the right to discontinue the Audio and Web Conferencing Service to Customer or any User if Customer or such User is reasonably suspected of abusive or illegal activity in connection with Customer's or the User's use of the Audio Conferencing Services.

1.5 Limitation of Liability and Indemnity

In addition to the limitation of liability provisions provided otherwise in the Agreement, Orange will not have any liability to any party, including Customer, for the loss, delay or inaccuracy of any communications stored in or transmitted by Orange or its suppliers' equipment. Each Party will indemnify the other and their respective directors, employees, officers, agents and Affiliates against all Losses for bodily injury, death, or damage to real or personal property caused by the other Party in the course of performing under this Agreement, provided that the indemnified Party gives the indemnifying Party prompt notice of any such claim, allows the indemnifying Party to control the defense and settlement of any such claim, and provides reasonable cooperation to the indemnifying Party.

1.6 Pricing

Charges for Audio and Web Conferencing Services include one-time charges as well as usage Charges. Call set-up charges apply to all inbound and outbound legs of all calls. Orange rounds completed calls up to the next full minute on a per participant basis and rounds the price of the call up to the nearest whole cent. For Attended Audio Conferencing, Customer will pay a cancellation fee per line for scheduled conferences that were booked but then cancelled prior to the conference. Customer also will pay a charge per line for all unutilized, overbooked lines scheduled for a conference. During the Service Term, Orange may add countries, accesses, options, or other features to the Audio and

Web Conferencing Services, and Customer's use thereof will be subject to the applicable standard pricing, except as otherwise provided in an Order.

1.7 Termination

If Orange discovers or reasonably believes that the Audio and Web Conferencing Services are being used in a fraudulent, abusive, or illegal manner, then Orange reserves the right to discontinue or limit the Services to Customer. Customer is responsible for all Charges incurred for the Services, even if such Charges are incurred as a result of fraudulent or unauthorized use, provided that Customer shall not be responsible for Charges associated with fraudulent or unauthorized use to the extent that such use is caused by Orange gross negligence or willful misconduct.

END OF SERVICE DESCRIPTION FOR AUDIO AND WEB CONFERENCING SERVICES