

PUBLICATION 1 SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH MICROSOFT TEAMS ROOM 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 Microsoft Teams Rooms Management Service, the Specific Conditions for Orange 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).

"**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 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 Video Endpoint hardware and software from Vendor that is already installed and used by Customer at a Location prior to Customer ordering Microsoft Teams Rooms Management Services and for which Orange agrees to provide Customer with Microsoft Teams Rooms Management Services.

"HP" means HP Inc.

"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 Operational Condition.

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

"Logitech" means Logitech International S.A.

"Managed Equipment" means customer Video Endpoint(s) managed by Orange.

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

"Microsoft" means Microsoft Corporation, Inc.

"MTR Management Services" means the Microsoft Teams Rooms Management Services described in this Service Description.

"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.

"Orange Cobranded Operational Support" means the Orange co-branded 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., a subsidiary of HP.

"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 the video experience is standard (e.g. no audio and or video quality issue), and 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 the Orange video service desk.

"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 HP-Polycom, Cisco, Logitech, or the manufacturer of any video equipment operating with an Operating System certified by Microsoft and validated by Orange.

"Vendor Cloud Service" means the vendor cloud platform which provides the core conferencing solution, and to which the endpoints are registered to allow Video Conferencing service.

"Video Conferencing" means that the Video Endpoint is able to connect to or participate in 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 manage the MTR Management Services.

1.2 Overview

With MTR Management Services, Customer can order Equipment and related MTR Management Services to enable Video Conferencing within the agreed premises of Customer and/or Users as more fully described below. The Specific Conditions for Orange Integration Services apply to the MTR Management Services.

1.3 Customer Responsibilities

Customer is responsible to: (a) provide the name and telephone number for a local contact for each Location receiving the MTR 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 MTR Management Services, provided that no Customer or User identifiable information will be 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) implement security best practices on Customer Network and on virtualized environment not managed by Orange; and (f) provide Orange required accounts with associated rights and licenses for purposes of service configuration and management, and (g) 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 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 on-site video site surveys, 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) Unified Communications Project Manager (UCPM). Orange will assign (each time) a Unified Communications Project Manager who will coordinate the implementation of the Managed Equipment through acceptance of the Service. 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. Where only Video services are subscribed to by Customer, additional governance and overall project reporting activities will be performed by the assigned UCPM, subject to additional charges.
- (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 costs 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.

1.4.4 **Service Operations.** This Clause 1.4.4 describes all the service operations support activities offered by Orange for the MTR Management Services. Orange offers these services in three different packages as described in Exhibit B below.

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 it 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.
 - (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.
- (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 when the Obsolete Managed Equipment will be formally withdrawn from the respective Vendor Maintenance Service or
 - **Orange Cobranded Operational Support.** In no event will Orange render Vendor Maintenance Service or Orange Cobranded 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 Maintenance Service 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 Maintenance Service, 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 Maintenance Service, as identified by Orange or Vendor. Vendor 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 Vendor Maintenance Service. 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 HP/Polycom it is recommended to purchase Poly+ maintenance. HP/Polycom Services are available at the following URL: Poly | Headset & Video Software & Services | HP® Official Site.
 - For Logitech, it is recommended to purchase Logitech "Essential", or Logitech "Select" service options.
 Service description for Logitech "Select" can be found at the following URL Logitech Select Service Description Logitech B2B Support.

Note: If Vendor Maintenance Service 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 MTR 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
 - For HP/Poly support services: Poly | Headset & Video Software & Services | HP® Official Site
 - For Logitech support services: Logitech Select Service Plan for Video Conferencing Solutions
- 1.4.4.2 **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.
- 1.4.4.3 **Release Management.** 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, outside of Customer business hours and at no additional charges. Windows IOT feature, quality, nondeferrable updates, and peripheral drivers will be deployed remotely following the Microsoft Windows Update process. Orange will manage the deployment of Endpoint firmware updates remotely through the Vendor management portal.

1.4.4.4 Change Management

(a) General Provisions. Subject to Customer's authorization or approval, Orange will implement Orange recommended 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 one Simple Change (No impact) per year per unit of Managed Equipment. Any additional changes or Changes provided in lead times other than those expressly provided in the Change Catalogue 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 MTR 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 MTR Management Services.

- (b) Change Management Exclusions. 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- bycase basis. The inclusion of such Managed Equipment Changes will be reflected in the COG. 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 MTR 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.
- 1.4.4.5 **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.
- 1.4.4.6 **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

The optional service features described below are available for purchase at additional charges which will be agreed on a case-by-case basis prior to feature implementation. Additionally, Service Level support can be purchased as described in the Service Description for Service Management.

1.5.1 Concierge for User Assistance:

This service feature is available as follows:

- Fully Attended Meeting (FAM), where the Service desk personnel will be available for the full duration of a prescheduled meeting to address or troubleshoot any issues as they occur; and
- Assisted Launch (AL), where the Service Desk personnel provide support to the User in launching a meeting, including any required pre-checks and preparations.

1.5.2 Customer Success Management (CSxM)

Customer must subscribe to the Premium Level of CSxM, which includes the following features:

- (a) Adoption activity:
 - Usage Review and analysis (how do end users use this device).
 - Newsletters with the latest features.
- (b) Reports:
 - Utilization per room, with recommendations for low usage rooms.
 - User Experience (Rate my Call) (device account only-no End User details).
 - Correlation with other data (e.g. ServiceNow) and appropriate recommendations.
- (c) Bi-weekly calls with presentation of:
 - Utilization values.
 - Call quality using MTR devices.
 - Rate my call values.
 - Special observations.
 - Recommendations.
 - New software release features (Microsoft, MTR device manufacturer) if available.

1.6 Service Term Minimum

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

1.7 Charges

Charges for the MTR Management Services include one-time and recurring Charges. Recurring Charges (service operations, service management,) will be billed monthly. 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.

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 AS PROCESSOR FOR CUSTOMER ARTICLE 28 OF GDPR NAME OF THE SERVICE: B2G MTR MANAGEMENT

Nature of the Processing	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer.				
Activities	Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of the Service, such as recording, organization, modification, combination, pseudonymization or anonymization.				
Sub	ject Matter of the Processing Activities	Duration			
Activating, implementing, delivering, and managing the Service. Incident management and support, including changes.		For the necessary period to provide the Service or required by applicable law plus one year.			
In accordance with the Service Description and the options selected:					
Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.		As per Service Description or Customer instructions.			
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.		As long as necessary for the provision of the Services.			
Types of Customer Personal Data to be	Contact Data: first name, last name, email address, postal address and telephone numbers, company name.				
Processed	Usage Data: the usage related data to the extent related to natural persons, that Orange collects from services it provides to its Customers.				
	Support Data: Customer representative or end user service ticket information (including feedback, comments, or questions) and if applicable, Customer representative or end user telephone recordings for incident.				
	Traffic/Connection Data: connexion logs.				
Categories of Data	Employees of Customer and of its affiliates.				
Subjects	If applicable, other individuals using the Service or whose Personal Data are collected via the Service.				
Authorized Sub- Processors	Orange Business Affiliates and suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Service. The authorized sub-processors engaged only for the Service are listed below. The authorized sub-processors engaged for centralized support or services provided in connection with the Service are communicated separately to Customer.				

	Authorized Sub-Processors in the EU		Authorized Sub-Processors Outside of the EU	
	Name	Country	Name	Country
Orange Business Affiliates	-	-	Orange Business	Egypt, India, Mauritius
External Suppliers	Microsoft Azure	France		
External Suppliers	Cisco Webex	France		
External Suppliers	Crestron	Belgium	Crestron	United States (East & West)
External Suppliers	Logitech	France, Germany	Logitech	United States
External Suppliers	HP/Poly	Poland	HP/Poly	United States, Mexico, India

EXHIBIT B SERVICE OPERATIONS LEVELS

Customer may choose from three distinct levels of the service operations detailed in Clause 1.4.4 above.

Essential	Pro-Active Essential	Standard	
 Reactive Incident Management (24x7) Problem Management 	 Reactive Incident Management (24x7) Problem Management Event Management (24x7) 	 Reactive Incident Management (24x7) Problem Management Event Management (24x7) Release Management (Windows IOT, Teams App, device firmware) Change Management (Simple) - 1 change/MTR/year 	
SLA and reporting are available	only if Orange Service Management Se	,	

END OF SERVICE DESCRIPTION FOR BUSINESS TOGETHER WITH MICROSOFT TEAMS ROOM MANAGEMENT