

## Services Terms and Description



### SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made and entered into between Global Interactive Solutions, LLC, a Georgia limited liability company ("**GIS**" or "**Seller**"), and \_\_\_\_\_, a [type of entity], ("**Customer**"), effective as of the \_\_\_ day of [month], [year] (the "**Effective Date**"). Customer and Seller agree as follows:

**Services.** Customer may purchase certain video conferencing and/or data services from Seller ("**Services**") through a Seller reseller. Customer agrees that the terms of this Agreement shall apply between Customer and Seller with respect to any such purchase.

**Entire Agreement.** This Agreement includes the Service Schedule attached as Appendix 1, the GIS Service Level Agreement [attached](#) as Appendix 2, the GIS Acceptable Use Policy attached as Appendix 3, the Software License Agreement [attached](#) as Appendix 4, and other documents or materials attached thereto or incorporated by reference.

This Agreement is the entire agreement between Customer and Seller regarding each Service provided by Seller to Customer and supersedes all other agreements or understandings expressed or implied between the parties related to each Service, except to the extent such Services are the subject of a separately executed agreement between the parties in which event such separate agreement shall control. Capitalized terms have the meaning given to them in this Agreement and the Appendixes hereto. This Agreement may not be modified except by a written instrument signed by Customer and GIS. Customer may not vary this Agreement in any manner without the written approval of GIS, even if Customer purports to condition its acceptance subject to any different or additional terms. Any pre-printed or Customer standard terms and conditions contained in any Customer Order shall have no effect. The parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_ ("**Customer**")

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Notice Address:

[insert customer's address]

**Global Interactive Solutions, LLC ("**Seller**")**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Notice Address

Global Interactive Solutions, LLC  
1751 Fair Oak Way  
Mableton, Georgia 30126-5746

## **I. GIS SERVICES.**

**1.1 Services.** The services that may be provided by GIS are attached as Appendix 1 (the "**Service Schedule**"). GIS will provide to Customer the services ("**Services**") set forth in each purchase order that Customer places through a Seller reseller. (each, an "**Order**"). Customer shall comply with all applicable laws, rules and regulations relating to Customer's receipt or use of the Services. Unless otherwise set forth in this Agreement or an Order, Customer is solely responsible for all costs and expenses to provide all equipment, hardware, cabling and software required to access or receive the Services.

## **2. FEES AND PAYMENT.**

### **2.1 Fees.**

(a) Customer shall pay all fees, charges, taxes, duties, surcharges and expenses owing pursuant to an Order (collectively, "**Fees**") to the entity with whom Customer placed such Order in accordance with the terms agreed upon between Customer and such entity.

(b) If Customer does not timely pay any Fees, all Service Level Credits (defined in Section 7.1) shall be forfeited and GIS may, in its sole discretion, suspend or terminate any Services pursuant to Section 5.4. Customer will continue to be liable to pay for Services during any period of suspension.

**2.2 Services Commencement Date.** Billing for Services commences on the date GIS commences delivering the Services ("**Service Commencement Date**"). All Services are deemed accepted upon delivery.

## **3. LICENSE GRANT; AUP.**

**3.1 License Grant: AUP.** Subject to this Agreement, Customer is granted a nonexclusive, revocable, non-transferable and non-sub-licensable right and license to use the software portion of the Services during the applicable Order Term (defined in Section 5.1) pursuant to the software license terms set forth in the RADVISION click to accept license that Customer is required to accept prior to using the software, or if the software does not require the acceptance of such a RADVISION click to accept license prior to its use, then pursuant to the software license terms set forth in Appendix 4 hereto, (the applicable terms referred to as the "**Software License Terms**"). The software license terms set forth in Appendix 4 are subject to change upon written notification, applicable to Orders placed after the date of such written notification. Customer shall also adhere to GIS's Acceptable Use Policy ("**AUP**"), the current version of which is available at [http://www.gisolutions.com/LEGAL/AUP/Acceptable\\_Use\\_Policy\\_AUP.pdf](http://www.gisolutions.com/LEGAL/AUP/Acceptable_Use_Policy_AUP.pdf), and all subsequent versions of the AUP are incorporated herein by this reference. The AUP on such website and in effect as of the date hereof is described in Appendix 3. If Customer, or a third party through Customer, violates the AUP, the Software License Terms, or this Section 3, GIS may immediately suspend the Services and/or terminate this Agreement and any Services without notice in accordance with Section 5.4 without liability or further obligation to Customer.

**3.2 Limitations.** Customer may only access and use the Services subject to any restrictions specified herein and in the applicable Order and subject to the Software License Terms. Without limiting the foregoing, Customer shall not: (a) circumvent, copy, modify, decompile, reverse engineer or disassemble GIS's or its licensors' proprietary technology used in connection with Services ("**GIS Technology**"); (b) sublicense, rent, lease or timeshare the GIS Technology or Services; (c) copy any ideas, features, functions or graphics of the Services or modify or make derivative works based upon the Services; or (d) disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Services without GIS's prior written consent in each instance.

## **4. INTELLECTUAL PROPERTY RIGHTS.**

**4.1 Reservation of Rights.** As between the parties, GIS (or its licensors) retains title to the Services and the GIS Technology and all modifications, alterations, derivative works and enhancements and all intellectual property rights contained within. GIS grants no license, right or intellectual property right in any GIS trademark, trade name or service mark pursuant to this Agreement.

**4.2 Customer Content.** As between the parties, Customer owns all data, imagery, information and other content ("**Customer Content**") transmitted by or on behalf of Customer in connection with the Services and Customer has sole responsibility for Customer Content and its intellectual property ownership and right to use. Customer grants to GIS the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Customer Content necessary or reasonably desirable to perform the Services; and (b) use, copy, manipulate and store any Customer Content that will be archived, stored or otherwise transmitted in connection with the Services.

## **5. TERM AND TERMINATION.**

**5.1 Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order, together with the Agreement, constitutes a separate and independent contract. The term of each Order ("**Order Term**") commences on the Service Commencement Date and continues for the stated term; provided that some Services may be provided on a monthly or hourly basis, as more fully described in the Order or Service Schedule. An Order shall renew for additional periods upon receipt of an Order to extend Services for such period.

**5.2 Termination for Cause.** Either party may terminate this Agreement if the other party materially breaches this Agreement or an Order, as applicable, and fails to correct the breach within 30 days following receipt of written notice from the non-breaching party (excluding any breaches by Customer relating to the payment of Fees, which shall not require further notice as to due date); provided that in the event any material breach reasonably requires more than 30 days to cure, the non-breaching party will not be entitled to terminate this Agreement or the applicable Order if the breaching party promptly commences to cure such breach and proceeds diligently until cured. In addition, GIS may terminate this Agreement for cause immediately if Customer files for bankruptcy, becomes insolvent or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Customer's assets or business. In the event of termination by GIS under this Section 5.2, a Termination Fee (as defined in Section 5.5) is due at the effective date of termination.

**5.3 Termination for Convenience.** Customer may terminate this Agreement upon written notice to GIS in the event no Order is outstanding. Customer may terminate the Agreement or any Order by written notice to GIS at least 60 days before the requested termination date and pay GIS a Termination Fee and any other amounts payable by Customer pursuant to Section 5.5. GIS may terminate this Agreement upon written notice if no Order is outstanding or has been placed in the prior 60 day period.

**5.4 Suspension of Services.** In the event (a) Customer fails to timely pay any Fees when due; (b) Customer, or a third party through Customer, violates the AUP or the Software License Terms or the limitations described in Section 3; or (c) GIS believes that any element of the Services, or Customer's receipt or use of the Services, violates any applicable law, rule or regulation, GIS may, in its sole discretion, suspend any Services immediately without notice and Customer will remain liable for Fees for Service during any period of suspension.

**5.5 Consequences of Termination.** Upon termination of this Agreement or any Order for any reason (other than termination by Customer under Section 5.2), Customer shall immediately pay to GIS via the party through whom Customer purchased the Services or in the manner that GIS otherwise instructs: (a) all unpaid Fees; and (b) the Termination Fee. Customer agrees to pay all amounts owing pursuant to this Section 5.5 on or before the termination date. If requested by Customer within 30 days from termination date, GIS will make available to Customer a file of the Customer Content in its possession, if any. Rights and obligations which by their nature continue after the termination or expiration of this Agreement, including, but not limited to, Sections 2.1, 4, 5.5, 6, 7.4, 7.5, 8 and 9, shall survive and continue after the termination or expiration of this Agreement, and shall bind the parties, their successors, heirs and permitted assigns. The "**Termination Fee**" shall be equal to 100% of the Fees Customer would have had to pay for the remaining Order Term for all terminated Orders.

With respect to Customer's right to terminate for convenience, Customer acknowledges and agrees that: (a) GIS is only agreeing to provide Customer a right to terminate for convenience conditioned upon Customer's payment of the Termination Fee, and that absent payment of the Termination Fee, Customer shall have no right to terminate the Agreement or any Order under Section 5.3; (b) GIS will incur considerable consequences and losses in the event Customer terminates this Agreement for convenience prior to the Order Term; (c) such consequences and losses would be difficult and costly, if not impossible, to estimate; and (d) the Termination Fee is a reasonable pre-estimate of the consequences and losses that GIS would actually incur in the event Customer terminates an Order or this Agreement.

## **6. CONFIDENTIALITY.**

**6.1 Confidentiality.** Each party (the "**Receiving Party**") acknowledges that it will have access to Confidential Information of the other party (the "**Disclosing Party**"). "**Confidential Information**" means this Agreement and other information that is of value to Disclosing Party, including information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and is treated as confidential. GIS's Confidential Information includes, without limitation, information received from others that GIS has agreed to keep confidential. The Receiving Party agrees to use the Confidential Information of the Disclosing Party solely for purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party agrees to discuss the Confidential Information of the Disclosing Party only with, and to transmit the Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Confidential Information for the purposes set forth herein.

**6.2 Security Precautions.** The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Confidential Information, but in no event less than a reasonable standard of care.

**6.3 Duration and Exceptions.** The obligations in this Section 6 shall continue for the Term and for 2 years thereafter, except that obligations with respect to Confidential Information that consists of trade secrets shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of three years thereafter. The Receiving Party's obligations with respect to Confidential Information of the Disclosing Party shall not apply to the extent such Confidential Information: (a) is previously known to the Receiving Party without restriction on disclosure; (b) ceases to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; or (c) was received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party of the applicable legal requirements before such disclosure so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information. If Customer has entered into a separate nondisclosure agreement with GIS, the terms and conditions of the separate nondisclosure agreement will govern and control all matters relating to confidentiality.

## **7. REPRESENTATIONS AND WARRANTIES; SERVICE LEVEL MATTERS.**

**7.1 Service Levels and Service Level Credits.** GIS warrants that it will use commercially reasonable efforts to perform the Services substantially in accordance with the service levels ("**Service Levels**") set forth in the Service Level Agreement ("**SLA**") attached as Appendix 2 hereto. In the event GIS does not meet a Service Level during the period specified in the SLA, as Customer's sole and exclusive remedy, and GIS's sole liability for not meeting a Service Level, GIS shall provide the service level credits in the manner specified in the SLA ("**Service**

**Level Credits**"). Customer will forfeit any unused Service Level Credits which may exist as of termination or expiration of this Agreement or any Order.

**7.2 Service Level Policies.** GIS will process Service Level Credits for Service events as set forth in the SLA attached as Appendix 2. For the purpose of calculating whether a Service Level Credit may be due and the duration of an event, GIS will calculate time periods beginning from the time stamp of the Customer-submitted ticket and continuing until GIS has resolved the event. Unless otherwise noted, the performance objective will be based on the full calendar month of Service in which the SLA event occurs.

The maximum Service Level Credits that may be earned for any calendar month shall not exceed 100% of the monthly recurring Fees for the affected Services stated in the Order. Any excess Service Level Credits are forfeited and shall not be carried over to future months.

Customer must bring any disputes relating to GIS's determination of Service Levels or Service Level Credits within 30 days of the end of the month in which such alleged Service event occurred, or such dispute is deemed waived.

**7.3 SLA Exclusions.** Service Levels and Service Level Credits apply only to Customer and not to any other party. Service level exclusions are described in Section 5 of Appendix 2.

**7.4 Third Party Products and Services.** Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that GIS makes no representation or warranty, express or implied, as to any third party hardware, software, products or services included with the Services.

**7.5 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, GIS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES. GIS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. GIS DOES NOT WARRANT THAT THE SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY, BUT ONLY TO THE EXTENT NECESSARY TO BRING THE EXCLUSION INTO COMPLIANCE.

## **8. LIMITATION OF LIABILITY.**

**8.1 Disclaimer.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. GIS shall not be liable, in contract, tort or any other theory for: (a) unauthorized access, alteration, theft, corruption or destruction of or to Customer's or its customers', end users' or other parties' computer files, databases, network, transmission facilities or equipment; or (b) the content, accuracy or completeness of any Customer Content transmitted through the Services.

**8.2 Cap on Liability.** GIS'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION

**OCCURRED THAT GAVE RISE TO CUSTOMER'S FIRST CLAIM UNDER ANY ORDER.**

**9. MISCELLANEOUS PROVISIONS.**

**9.1 Governing Law; Venue.** Any and all claims arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Cobb County, Georgia. Customer consents to the personal and subject matter jurisdiction of the state and/or federal courts located in Cobb County, Georgia and waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**9.2 Force Majeure.** Except for Customer's obligations to pay the Fees, neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control or other events of force majeure, and delivery and performance dates will be extended to the extent of any such delays. "Force majeure" includes, without limitation, acts of God, strike, lockout or other industrial disturbance, acts of public enemy, war, insurrection, sabotage, blockade, embargo, public riot, civil disturbance or unrest, lightning, fire, storm, flood, hurricane, earthquake, tsunami, tornado, matters arising from global warming, explosion, governmental restraint, acts of any governmental body, unavailability of equipment, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in, or equipment needed for, provision of the Services; and any other cause, whether of the kind specifically enumerated above or otherwise. Each party will promptly notify the other upon becoming aware that such event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. If such event continues for more than 60 days, either party may terminate this Agreement. In the event of termination by Customer as permitted in this Section 9.2, Customer shall not owe any Termination Fees.

**9.3 Assignment.** Neither party may assign its rights, duties or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. No other assignments are permitted without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**9.4 No Waiver.** Except as provided in this Agreement with respect to limitation on claims or periods in which to assert a claim, the failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future.

**9.5 Severability.** The provisions of this Agreement are severable. If any provision is determined invalid, illegal or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

**9.6 Counterparts.** This Agreement may be executed in duplicate and either copy or both copies are considered originals. A photocopy of a signature to this Agreement shall be as binding as an original signature.

**9.7 Injunctive Relief.** The parties acknowledge that a threatened or actual breach of Section 6, or a party's or its supplier's intellectual property rights, will result in immediate, irreparable harm, and equitable relief may be obtained by the non-breaching party from a court of competent jurisdiction subject to the provisions of Section 9.1.

**9.8 Notices.** Any notice under this Agreement shall be in writing and sent first class, postage prepaid, via the postal service or by commercial overnight courier. Notices shall be sent to the individual and location specified on the Cover Page or to such other address or individual as a party may specify in writing.

**9.10 No Third Party Beneficiaries.** No person or entity, other than the parties, shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement; *provided, however,* that Radvision is a third-party beneficiary with respect to the license granted to Customer herein and the enforcement of the license, as more particularly described in the Software License Terms.

**9.12 Interpretation.** Neither party shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this Agreement.

## Appendix 1 – GIS Service Schedule

This Service Schedule is attached to and incorporated into the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

### GIS Hosted Video Desktop and GIS Hosted Video Mobile Service Description, Specifications and Hardware Requirements:

The GIS Hosted Video solution allow users to utilize their existing boardroom, conference room and personal type videoconferencing solutions based on the global H.323 standard from vendors such as Polycom, LifeSize, CISCO/Tandberg, Sony and others to join a multi-point videoconference and include participants who join from their Windows© (XP, Vista, 7) or MAC© OS X based computers using their web browsers (Internet Explorer, Firefox, Google Chrome, Safari) or join from their Android or Apple iOS based Smartphones and tablets. In addition participants have the ability to share data and desktop participants also have the option to chat. There are also optional recording (audio, video and data) and live video streaming capabilities. We have also integrated the solution to allow telephone participants (POTS) to join those conferences.

The products used to provide the GIS Hosted Video Services are described via the hyperlinks below. Those documents describe the capabilities of the entire GIS Hosted Video solution. GIS quotations and published price lists describe specifically which capabilities are included with the Customer's Orders and may encompass less than the capabilities of the software platform. The GIS Hosted Video services also require minimum hardware and software levels which are described in the documents referenced below which are incorporated into this Agreement. GIS reserves the right to update or modify the specifications and requirements from time to time as new software and hardware capabilities are made available. All such modifications made by GIS from time to time are deemed incorporated herein by reference. The terms set forth in the URLs listed below on the date of any Order shall apply to such Order.

### Quick Start and User Guides, Recommendations and Requirements

#### **SCOPIA Webcam, Speakerphone and Headset Recommendations**

HD Webcams and echo cancelling USB speakerphones or headsets can drastically improve your meeting experience:

[http://specs.ucanytime.com/Webcams\\_Speakerphones\\_and\\_Headsets\\_Recommendations.pdf](http://specs.ucanytime.com/Webcams_Speakerphones_and_Headsets_Recommendations.pdf)

#### **SCOPIA Desktop and SCOPIA Mobile Minimum Hardware Requirements**

Good hardware assures good results and provides the most feature rich experience:

[http://specs.ucanytime.com/SCOPIA\\_Hardware\\_Requirements.pdf](http://specs.ucanytime.com/SCOPIA_Hardware_Requirements.pdf)

#### **SCOPIA Desktop Quick Start Guide**

[http://specs.ucanytime.com/SCOPIA\\_Desktop\\_Quick\\_Reference\\_Card.pdf](http://specs.ucanytime.com/SCOPIA_Desktop_Quick_Reference_Card.pdf)

#### **SCOPIA Mobile User Guide**

[http://specs.ucanytime.com/SCOPIA\\_Mobile\\_User\\_Guide.pdf](http://specs.ucanytime.com/SCOPIA_Mobile_User_Guide.pdf)

## **SCOPIA Mobile for iPhone – Quick Reference Guide**

[http://specs.ucanytime.com/SCOPIA\\_Mobile\\_iPhone\\_v2\\_Quick\\_Ref\\_Card\\_.pdf](http://specs.ucanytime.com/SCOPIA_Mobile_iPhone_v2_Quick_Ref_Card_.pdf)

## **SCOPIA Mobile for iPad – Quick Reference Guide:**

[http://specs.ucanytime.com/SCOPIA\\_Mobile\\_iPad\\_v2\\_quick\\_ref\\_card.pdf](http://specs.ucanytime.com/SCOPIA_Mobile_iPad_v2_quick_ref_card.pdf)

## **SCOPIA Best Practices**

Be sure to check your audio and video settings before calls – Consult the [Best Practice Guide](http://specs.ucanytime.com/Virtual_Meeting_Room_Quick_Start_Guide.pdf) posted at [http://specs.ucanytime.com/Virtual\\_Meeting\\_Room\\_Quick\\_Start\\_Guide.pdf](http://specs.ucanytime.com/Virtual_Meeting_Room_Quick_Start_Guide.pdf)

When you join a SCOPIA call, you're un-muted to start. It's best to mute your microphone when not actively speaking. Alternatively your meeting room can be configured so that all participants enter muted by default.

## **SCOPIA Technical Specifications**

### **SCOPIA Service Description**

[http://specs.ucanytime.com/SCOPIA\\_Service\\_Description.pdf](http://specs.ucanytime.com/SCOPIA_Service_Description.pdf)

### **SCOPIA Desktop**

[http://specs.ucanytime.com/SCOPIA\\_Desktop.pdf](http://specs.ucanytime.com/SCOPIA_Desktop.pdf)

### **SCOPIA Mobile**

[http://specs.ucanytime.com/SCOPIA\\_Mobile.pdf](http://specs.ucanytime.com/SCOPIA_Mobile.pdf)

### **SCOPIA Management Software**

[http://specs.ucanytime.com/SCOPIA\\_Management\\_Software.pdf](http://specs.ucanytime.com/SCOPIA_Management_Software.pdf)

### **SCOPIA Pathfinder Firewall & NAT Traversal Solution**

[http://specs.ucanytime.com/SCOPIA\\_PathFinder\\_Firewall\\_NAT\\_Solution.pdf](http://specs.ucanytime.com/SCOPIA_PathFinder_Firewall_NAT_Solution.pdf)

### **SCOPIA Video Gateway for Microsoft Lync**

[http://specs.ucanytime.com/Scopia\\_Video\\_Gateway\\_for\\_Microsoft\\_Lync.pdf](http://specs.ucanytime.com/Scopia_Video_Gateway_for_Microsoft_Lync.pdf)

### **SCOPIA Client for download and offline installation**

also useful in managed desktop environments:

<http://join.ucanytime.com/scopia/mt/gis/entry/pic/ClientInst.exe>

## Appendix 2 – GIS Service Level Agreement



*"We Connect the World"*

**Global Interactive Solutions, LLC**  
**1751 Fair Oak Way**  
**Atlanta / Mableton, GA 30126**  
**USA**  
**Tel. +1.404.699.2002**

### **GIS Managed Services – Service Level Agreement (SLA)**

**Version 01-14-2013 – supersedes all previous versions**

GLOBAL INTERACTIVE SOLUTIONS, LLC (GIS) is committed to providing the highest quality videoconferencing services to our customers. The following guarantees are part of such commitment and demonstrate GIS's willingness to stand behind our internal processes, our network, our people and the quality of our service, as described below. The following guarantees are available to users who purchase GIS's videoconferencing managed services ("**Customers**"), including Customers who purchase GIS services through a reseller of such services. The following guarantees are only applicable to those services originating within our data center and servers and processes hosted within.

#### **Section 1: Service Level Guarantees**

##### **A. Hardware Availability**

GIS guarantees that all GIS owned or operated hardware, or hardware operated and maintained on behalf of Customers ("**Hardware**") will be operational at least 99.9% of the time in each calendar month. Upon receiving a service credit request, GIS will calculate the duration of any Hardware unavailability to Customer. See **Section 6** hereof for the service claim process.

##### **B. Power Availability**

GIS guarantees that it will supply AC power ("**Power**") for at least 99.9% of the time in each calendar month. Upon receiving a service credit request, GIS will calculate the duration of any Power unavailability to Customer. See **Section 6** hereof for the service claim process.

##### **C. GIS Data Center Connectivity**

GIS guarantees Customers access to GIS Services at least 99.9% of the time in each calendar month. This access is more particularly described in Section 2 below as "Data Center Connectivity." Upon

receiving a service credit request, GIS will calculate the duration of the Data Center Connectivity unavailability to Customer. See **Section 6** hereof for the service claim process.

**D. Internet Latency Guarantee**

GIS guarantees an average monthly transmission rate of 60 milliseconds or less to at least one of GIS's upstream Internet providers' or peers' BGP interfaces.

**E. Packet Loss Guarantee**

GIS guarantees that packet loss shall be not more than one percent (1%) on the GIS Data Center Network or GIS Backbone Network (as defined in Section 2 below) during any calendar month. GIS measures packet loss on the GIS Backbone Network at approximately five (5) minute intervals and calculate the average at the end of each calendar month.

**F. Service Credits**

For each calendar month, if GIS fails to meet the service levels set forth in Sections 1.A-E, Customer will receive a service credit in complete satisfaction of its claims relating to such unavailability. The amount of service credit that may be granted, upon compliance by Customer with the procedures herein, shall be:

- a. Unavailability (as defined in Section 2 below) equal to or greater than sixty (60) minutes, but less than four (4) hours, in a calendar month: three (3) day service credit.
- b. Unavailability equal to or greater than four (4) hours, but less than eight (8) hours, in a calendar month: one (1) week service credit.
- c. Unavailability equal to or greater than eight (8) hours in a calendar month: one half (1/2) month service credit.

Service credits are calculated according to the number of days in the affected month. The Monthly Designated Fee is defined as set forth in Section 4 below.

**Section 2: Definitions.**

Capitalized terms used in this SLA and not defined herein have the meanings given to them in the Services Agreement between GIS and Customer. In addition:

**“Data Center Connectivity”** shall mean the connection provided by GIS from GIS's demarcation point to the public Internet, but not including Customer's equipment, through the GIS data center network up to the Internet backbone.

**“GIS Backbone Network”** shall mean the telecommunications network and network components, including points of presence, from GIS's upstream demarcation point to at least one of GIS's upstream Internet providers' or peers' BGP interfaces.



**“Monthly Designated Fee”** shall mean the monthly fee for Customer’s managed video Services for the month in which the event giving rise to the claim for service credit occurs.

**“Planned Maintenance Or Other Planned Outages”** shall mean planned maintenance and other planned outages that shall occur weekly, and only between the hours of 11:00 P.M and 6:00 A.M. Eastern Time.

**“Unavailability”** means the inability of a Customer to access the Services in accordance with the service levels set forth in Sections 1.A-E of this SLA.

**Section 3: Service Claim Process.** To initiate a claim for service credit with respect to any guarantee, Customer shall submit a completed service credit request form within thirty (30) days after the end of the month during or for which the event occurred which gives rise to the claim for service credit. All service credit request forms will be acknowledged via email and GIS shall review all requests within 5 business days after such receipt. Customer shall be notified via email upon resolution of the request. Unless Customer has been notified of any Unavailability by GIS, Customer shall have notified the GIS Network Operations Center at (888) 222-5674 of any Unavailability promptly during such Unavailability. If Customer’s service credit request is approved, GIS shall pay the amount of the service credit directly to Customer during the month following the month in which the service credit request form was approved.

**Section 4: Service Credit Limitations.** The service credit provided for herein is based on Customer’s compliance with the terms and conditions of its contract with GIS, and the failure of Customer to comply therewith may invalidate GIS’s guarantees provided herein. If Customer receives more than one Service, service credits will not be considered for Services that were not affected by GIS’s failure to comply with any guarantee. Eligibility for service credit is based on a failure that is caused solely by a component or components of Customer’s service that is managed by GIS. Customer is not entitled to any Service Level Credit if Customer (a) has not paid all Fees due, (b) is in breach of the Agreement or the AUP, or (c) has failed to provide GIS appropriate access to enable GIS to provide Services.

**Section 5: Service Credit Exceptions.** In addition to the limitations described in Section 4 above, GIS shall have no liability for, and Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the Services, or a failure to meet this SLA that is caused by or associated with, any of the following:

1. Failure of Customer’s Internet access service;
2. Failure of Customer equipment used in connection with the GIS Services;
3. Scheduled maintenance and emergency maintenance;
4. DNS issues outside the control of GIS;
5. Tampering with any equipment by any Customer or its users, agents or invitees;

6. Unavailability due to GIS planned maintenance or other planned outages;
7. Packet loss;
8. Customer's equipment, circuit, application, software, code, hardware device failure or malfunction;
9. Acts or omissions of Customer and/or Customer's users, agents or invitees;
10. Reasons outside of GIS's reasonable control, including denial of service attack, virus attacks, hacking attempts, and Force Majeure; or
11. Events occurring before the Service Commencement Date.

GIS will make all reasonable efforts to perform routine maintenance, system upgrades and hardware replacements during weekends. On weekends or U.S. national holidays such work can be performed during regular hours.

**Section 6: Disclaimer of Liability for Consequential Damages.** Section 7 of the Agreement limits either party's right to, or liability for, damages. Without limiting the forgoing, claims for GIS' failure to meet service level guarantees are limited to the credits described in Section 1.F of this SLA.

## APPENDIX 3 – GIS ACCEPTABLE USE POLICY

www.gisolutions.com  
Global Interactive Solutions, LLC (GIS)  
1751 Fair Oak Way  
Mableton, GA 30126-5746  
USA

email: info@gisolutions.com

*“We connect the World”*

### Acceptable Use Policy for GIS Provided Services

This AUP is a guideline and is not an all-inclusive listing of prohibited conduct. GIS reserves the right, in our discretion, to change or modify all or any part of this AUP at any time, effective immediately upon publication of this AUP at [www.gisolutions.com/LEGAL/AUP/Acceptable\\_Use\\_Policy\\_AUP.pdf](http://www.gisolutions.com/LEGAL/AUP/Acceptable_Use_Policy_AUP.pdf)

Any user of GIS provided services agrees to not use the services to broadcast or transmit **“Objectionable Content”**.

Objectionable Content means any content that:

1. infringes upon any copyright, trademark, trade secret or patent of any third party or including privacy rights, publicity rights, or other personal or proprietary rights;
2. violates any obligation of confidentiality;
3. violates the privacy, publicity, moral or any other right of any third party;
4. is hateful or obscene;
5. is being used to harass, stalk or otherwise threaten a person;
6. is libelous, defamatory, knowingly false or misrepresents another person; or is threatening, promotes violence, promotes discrimination (whether based on sex, or religion, race, ethnicity, nationality, disability or age), promotes illegal activities or otherwise contains materials that GIS informs the user that it considers objectionable;
7. creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal;
8. may create a risk of any other loss or damage to any person or property;

9. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise violates, or encourages any conduct that violates laws or regulations;
10. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
11. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
12. is fraudulent, false, misleading, or deceptive.

GIS, in its sole discretion, will determine what constitutes “**Objectionable Content**” under this AUP.

# **APPENDIX 4 – GIS END USER LICENSE AGREEMENT**

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