SERVICE SCHEDULE FOR MANAGED VIDEO CONFERENCE SERVICES

This Service Schedule dated __________ is subject to, and made a part of, that Master Services Agreement dated __________ (the “MSA”) between Glowpoint, Inc. (“Glowpoint”) and ______________ (“Customer”). Glowpoint agrees to provide the Managed Videoconferencing Services (as defined below) pursuant to the terms of this Service Schedule and at the pricing set forth on Exhibit A attached hereto.

**Article 1 - Definitions**

1.1 “Normal Maintenance” refers to Glowpoint network maintenance for the purpose of upgrading hardware or software or increasing capacity. Normal Maintenance, which may temporarily degrade the quality of the Managed Videoconferencing Service, will only be undertaken between the hours of 11:00PM and 6:00AM EST.

1.2 “OpenVideo Cloud” refers to Glowpoint’s cloud infrastructure consisting of a multi-tenant software platform and infrastructure for delivering managed services including, but not limited to, gateways, registrar servers, gatekeepers, MCU’s, signaling servers, directory servers, registrar servers, media servers and ancillary equipment.

1.3 “Urgent Maintenance” refers to efforts to correct network conditions that are likely to cause material Managed Videoconferencing Service outage and that require immediate action. Urgent Maintenance, which may degrade the quality of the Managed Videoconferencing Service, may be undertaken by Glowpoint at any time. Glowpoint will provide notice of Urgent Maintenance to Customer as soon as in commercially practicable under circumstances.

1.4 “Managed Videoconferencing Services” refers to Glowpoint’s managed dial-out scheduled multi-party conferencing service that supports Glowpoint’s cloud MCU or Customer-owned video bridges, which may include services from in-call monitoring to fully dedicated operator support.

1.5 Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

**ARTICLE 2 - SERVICE LEVEL GUARANTEES**

2.1 Availability Guarantee. The Managed Videoconferencing Service availability guarantee is based on downtime of the OpenVideo Cloud (“Downtime”). Downtime is measured from the time a master trouble ticket is opened in the Glowpoint trouble management system until the time that the OpenVideo Cloud is operational.

<table>
<thead>
<tr>
<th>Service Guarantee</th>
<th>Notes</th>
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<tbody>
<tr>
<td>99.9% Uptime per Month</td>
<td>43 Minutes of downtime per month</td>
</tr>
<tr>
<td>Based on 30-day month with 43,200 total</td>
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2.2 Call Answer Time. Call answer time (“ASA”) is the percentage of answer calls in less than 60 seconds. ASA only applies to inbound reservations line only with an average of a minimum of 50 calls per month and is measured by averaging the prior three months.

<table>
<thead>
<tr>
<th>Service Guarantee</th>
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<tbody>
<tr>
<td>90% Answered within 60 seconds.</td>
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Example for 30-day month of 100 calls: Goal is 90 calls answered within 60 seconds.

2.3 Reservation Scheduling. With respect to the scheduling of room reservations, the term “Reservation Scheduling” refers to video conferences scheduled via the web portal, ScheduleSync for Outlook or a mobile app. The following commitment excludes any video conference that is scheduled or changed within 120 minutes of the video conference start time.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Remedy</th>
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<tbody>
<tr>
<td>Completed scheduling process within 60 minutes of Reservation Scheduling</td>
<td>Credit Calculation: 1% of total monthly subscription charges for the applicable Managed Videoconferencing Services.</td>
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2.4 Video Conference Production Success. Video conference production refers to the success of a participant in entering the multi-party video conference (“Conference Production”). The service guarantee is based on being able to effectively reach the end user devices from Glowpoint’s reservation system. The Conference Production success rate excludes technology but measures the effectiveness of being able to manage the context of the video meeting excluding non managed rooms. Conference Production performance is based upon (a) successful call launch at scheduled start time (so long as call was scheduled with Glowpoint at least one hour in advance of start time) and (b) responding to any interruption during the call within 5 minutes for all video conference and 60 seconds for a any call that has a dedicated, live Glowpoint attendant at all times during the call.

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<tr>
<th>Service Guarantee</th>
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<tr>
<td>98% Video Conference Production Success</td>
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Example for 30-day month of 100 calls: Goal is 98 calls produced successfully.
2.5 Credits.

(a) In order to receive a credit described above, Customer must (i) be in good standing with Glowpoint and current in its payment obligations, (ii) immediately report the network issue to the Glowpoint VNOC and open a trouble ticket, and (iii) make a written request for a credit within seven days following the end of the month in which Glowpoint failed to satisfy the Availability Guarantee. Upon receipt of Customer’s request, Glowpoint will investigate the claim under the terms described in this Service Schedule. A credit will be applied only to the month in which the event giving rise to the credit occurred.

(b) When contacting Glowpoint for verification of Downtime, Customer must have a log for the applicable billing month reflecting the following information:

   (i) Trouble ticket ID number; and
   (ii) Date and time trouble ticket was opened and the Managed Videoconferencing Service was restored.

(c) The Service credits will not be issued where the SLA is not met as a result of: (i) any act or omission of the Customer or its end-users, or their representatives, contractors, agents, authorized invitees, successors or assigns, including, without limitation, any failure to comply with the terms and conditions of the Agreement; (ii) the failure or malfunction of non-Glowpoint equipment or systems, including, without limitation, Customer Furnished Equipment (as defined below); (iii) unavailability of required Customer personnel, including as a result of failure to provide Glowpoint with accurate, current contact information; (iv) Customers use of Service in a unauthorized or unlawful manner; (v) any Normal Maintenance or Urgent Maintenance; (vi) improper or inaccurate network specifications provided by the Customer; (vii) Customers failure to release the Managed Videoconferencing Service for testing or repair and continuing to use the Managed Videoconferencing Service on an impaired basis; or (viii) a Force Majeure Event.

(d) In any given month in which service does not meet the Availability Guarantee, the total credits under this Service Schedule that may be awarded to Customer are limited to the monthly recurring charge for the affected Managed Videoconferencing Service. The issuance of credits pursuant to this Article 2 is Glowpoint’s sole obligation and Customer’s sole remedy under the Agreement for any failure or non-performance of a Managed Videoconferencing Service.

(e) In no way limiting the foregoing, Glowpoint is not responsible for monitoring the service level agreements outside of Glowpoint’s core network. Moreover, Glowpoint does not guarantee video performance with respect to jitter and latency outside of Glowpoint’s core network. Customer acknowledges that the Managed Videoconferencing Service shall be dependent in part on the performance of third party network providers.
ARTICLE 3 - CUSTOMER RESPONSIBILITIES

3.1 Any equipment that is furnished by Customer, such as, cabling, repeaters, network hubs, endpoints and switches, routers, servers, or any other network device (collectively, “Customer Furnished Equipment”), is the sole responsibility of Customer to maintain and repair. Customer acknowledges that (a) it shall retain sole and exclusive responsibility for the management and support of all such Customer Furnished Equipment and (b) if Glowpoint’s troubleshooting of a problem with the Customer Furnished Equipment reveals that the Glowpoint network is functioning properly up to the Glowpoint demarcation meet point, then Glowpoint shall charge Customer at a customary time and materials rates for any further troubleshooting that is required to rectify any problem affecting service (including any customary travel-related expenses in connection with site visits by Glowpoint personnel).

3.2 Customer is responsible for:

(a) Configuring, maintaining and troubleshooting all LAN/WAN-related issues affecting the Managed Rooms and associated centralized infrastructure;

(b) Unless otherwise ordered from Glowpoint, provide the high-quality network connectivity that Glowpoint deems necessary to support the Managed Rooms;

(c) Enable any required management protocols to manage and monitor the device.

(d) Loading/inputting Managed Rooms and their profiles into an Active Directory and grant access to Glowpoint to perform the necessary management functions;

(e) Providing all hardware for Managed Rooms and their management;

(f) Providing contact information and authorization for Glowpoint to directly communicate with and resolve equipment issues with Customer’s integrator and hardware provider;

(g) Providing Glowpoint with VPN tunnel connectivity for, among other things, forwarding alarms and Network Management System (“NMS”) performance-related and CDR collection (note that the VPN link is not capable of supporting video testing);

(h) Providing, in writing, an on-site contact for each Managed Room who is trained and qualified to assist Glowpoint personnel;

(i) Providing to Glowpoint timely access to Customer personnel and networking elements reasonably necessary to test and activate a Managed Room;

(j) Providing an escalation list of personnel for Customer departments, organizations and vendors;
(k) Holding the respective hardware and network vendors accountable for performance issues related to availability and mean time to repair, according to such vendor’s service level agreement;

(l) In order to verify that all rooms are operating free of error, perform a one hour video communications and audio quality assessment with Customer’s integrator and hardware provider; and

(m) Providing written certification from Customer’s integrator and hardware provider that all room parts and equipment have been installed per design using manufacturer’s specifications.

(n) Providing a connection to the OpenVideo Cloud;

(o) Providing MCU, multi-party bridging infrastructure, for Glowpoint’s VNOC;

(p) Call routing changes to Customer’s infrastructure; and

(q) If Customer has not subscribed to Tier 1 support, then Customer is responsible for all calls from end users.

ARTICLE 4 - MISCELLANEOUS

4.1 Renewal. Upon expiration of the initial Service Commitment Period (as set forth in the applicable Order), Glowpoint will continue to provide the Managed Videoconferencing Services on a month-to-month basis under this Agreement until Customer or Glowpoint provides not less than thirty days’ written notice of termination; provided, that in the event of a month-to-month renewal, the pricing for the Managed Videoconferencing Services shall automatically (and without need for any notice to Customer) increase to Glowpoint’s standard retail pricing.

IN WITNESS WHEREOF, the Parties have executed this Service Schedule as of the day and year first written above.

Glowpoint, Inc. [Customer]

By: ____________________________ By: ____________________________
Name: 
Title: