

## **PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE MANAGEMENT**

### **1.1 Introduction**

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to Open Videopresence Management Services. Non-achievement of a Service Level may entitle Customer to receive the remedies as set out in this SLA.

### **1.2 Definitions**

As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 1.2. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions in this SLA will control for purposes of this SLA. Capitalized terms used and not otherwise defined in this SLA will have the meanings ascribed to them in the Service Description for Open Videopresence Management Services or elsewhere in the Agreement.

"**Qualifying Charges**" means the Open Videopresence Management Services monthly recurring Charges for a Location (in relation to Video Infrastructure or for a Room ( in relation to Video Endpoint(s)) incurred by a Customer during the month immediately preceding the month in which the Incident occurred, excluding any (monthly) usage charges, Tail Circuit charges, one-time charges (e.g. installation, project management and professional services charges), Managed Equipment maintenance Charges or any other monthly Charges. If Customer is invoiced on a yearly basis, the monthly recurring charge is equal to the yearly Charges divided by twelve.

"**Scheduled Maintenance**" means routine maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Orange systems and Network (and associated software and hardware configurations) supporting the Open Videopresence Management Services.

"**Severity Level 1 Incident**" is an Incident that causes the non-availability of the Video Conferencing for at least one Video Endpoint.

"**Severity Level 2 Incident**" is an Incident for which the Video Conferencing is available but not considered in Proper Video Operation Conditions.

"**Third Party Intervention**" means intervention by any person not authorized by Orange.

### **1.3 Conditions and Exclusions**

This SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

- (a) Service Level(s) are measured on a monthly basis.
- (b) This SLA will only apply to Managed Equipment connected on Business VPN Service.
- (c) This SLA is not applicable to the Managed Equipment with the Light service option.
- (d) Service Level will apply from the first day of the calendar month following Acceptance of the Open Videopresence Management Services.
- (e) Remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the Open Videopresence Management Services in accordance with the Service Description of Open Videopresence Management Services or this SLA.
- (f) Customer must submit a claim for a service credit for an unachieved Service Level in writing to Orange within 30 days following the end of the measurement period in which Customer alleges that the Service Level was not achieved. Within 30 days following receipt of the claim, Orange will confirm in writing to Customer the amount of the credit, if any, from reports generated by Orange.
- (g) Customer shall not be entitled to service credits for non-achievement of any Service Level as described in this SLA in case Customer is entitled to service credits under the Network Services for the same Incident.
- (h) The Service Levels in this SLA will apply if and only if the following conditions are met:
  - (i) Any changes to the configuration of the Managed Equipment implemented after installation are performed by Orange or with Orange prior written consent;
  - (ii) Customer reasonably follows Orange and the Vendor's recommended best practices and operating procedures, including operational best practices, test planning, procedures for maintaining/updating Software versions, third party software/hardware integration, and problem reporting;
  - (iii) Customer provides a single point of contact to Orange to establish key operational and data collection and reporting processes between Orange and Customer, including trouble ticket creation management and reporting;
  - (iv) Customer obtains written consent from Orange before deploying any third party product that interconnects with the Managed Equipment other than as expressly contemplated in the relevant Managed Equipment specifications, and fully tests and validates the interoperability of such products or services before use in the production environment; and
  - (v) Customer approves the implementation of Orange recommendation regarding Software updates, Room design, design changes, sparing requirements, operating systems, methods, and procedures that impact the operation of the Managed Equipment.

- (i) The Service Level in this SLA will not apply to the extent that non-achievement of a Service Level results from or is due to or is connection with any of the following reasons:
- (i) Network services, software or equipment provided by Customer or a third party;
  - (ii) The refusal of any third party to cooperate with Orange in resolution of the Incident;
  - (iii) Customer's failure to comply with its responsibilities as set forth in the Agreement, including the Service Description for Open Videopresence Management Services;
  - (iv) Any exclusion or limitation applicable to the Vendor Branded Maintenance or Cobrand Maintenance Services, including any limitations related to geographic restrictions for hardware delivery times. The Orange liability for hardware failure is limited to a single remedy on the day the Incident occurred;
  - (v) A lack of interoperability between the Managed Equipment and any third party products not approved by Orange;
  - (vi) Customer's use of the Managed Equipment in a manner inconsistent with its published specifications, including its environmental specifications;
  - (vii) In no event will total credits due for any unachieved Service Levels in any month for a Location exceed 100% of the Qualifying Charges for Open Videopresence Management Services at that Location in that month;  
In no event will total credits due for any unachieved Service Levels exceed 200% of the monthly Qualifying Charges for Open Videopresence Management Services at a Location for a Year;
  - (viii) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure event, Scheduled Maintenance, Third Party Intervention, environmental conditions, WAN failure, LAN failure, power outages, failures of TO exchanges, physical disruption to Tail Circuits not caused by Orange or TOs, or by any act or omission of Customer or any Customer-authorized user of the Open Videopresence Management Services;
  - (ix) Customer will not be entitled to any remedies set out in this SLA unless, and Service Levels will apply only if, Customer purchases Service Select Extended – Service Support and Service Delivery.

#### 1.4 Service Level for Availability of the Open Videopresence Management Services

Orange provides the following service availability Service Levels only for Managed Equipment receiving the Open Videopresence Management Services.

##### 1.4.1 Service Availability

Service Level for availability is measured on a monthly basis and is based on Orange trouble ticketing system. When Customer reports an Incident to the Service Desk or when an Incident is proactively identified by the Service Desk the Service Desk will register the Incident and provide Customer with a trouble ticket number. If the Service Desk confirms an Incident, the time during which the Video Conferencing is not available is measured will start and will end when the Service Desk notifies Customer that the Video Conferencing has been restored.

Service Levels are based on the Location (Video Infrastructure) or a Room (Video Endpoint). Service Availability Service Levels will apply only to Severity Level 1 Incidents.

Orange will calculate the Service Availability Service Levels on a monthly basis in hours as follows:

**Availability = (MST – Downtime)/MST**

**MST (Monthly Service Time)** = Total time in hour during which Orange provides the Open Videopresence Managed Services during the observations period, minus Scheduled Maintenance and any other maintenance time agreed with Customer.

**Downtime** = Total time to restore all Severity Level 1 Incidents during the observation period, plus any unplanned maintenance time (subject to the exclusions in Clause 1.3).

##### 1.4.2 Room Service Availability

Room Availability Service Level applies to the Video Endpoint. It is calculated per Room, on a monthly basis.

|                          |         |
|--------------------------|---------|
| Room Availability Target | ≥ 99.5% |
|--------------------------|---------|

If the applicable Room Availability Service Level is not achieved, Customer shall be entitled to a service credit defined as follows:

| Room Availability |       | Service Credit |
|-------------------|-------|----------------|
| 100%              | 99.5% | 0%             |
| <99.5%            | 98.6% | 5%             |
| <98.6%            |       | 10%            |

Service credit is calculated on the Qualifying Charges for the affected Room, up to a maximum of one month Qualifying Charge per Year per Room.

### 1.4.3 Infrastructure Service Availability

The Infrastructure Availability Service Level applies to the Video Infrastructure. The Availability of the Video Infrastructure is calculated per Location on a monthly basis.

|                                    |         |
|------------------------------------|---------|
| Infrastructure Availability Target | ≥ 99.5% |
|------------------------------------|---------|

If the applicable Infrastructure Availability Service Level is not achieved, Customer shall be entitled to a service credit defined as follows:

| Infrastructure Availability |       | Service Credit |
|-----------------------------|-------|----------------|
| 100%                        | 99.5% | 0%             |
| <99.5%                      | 98.6% | 5%             |
| <98.6%                      |       | 10%            |

Service credit is calculated on the Qualifying Charges for the affected Location, up to a maximum of one month Qualifying Charge per Year per Location.

### 1.5 Service Levels for Mean Time To Restore

Service Levels set forth in this Clause 1.5 apply only to Managed Equipment. Service Level Mean Time to Restore (MTTR) is measured on a monthly basis and is based on Orange trouble ticketing system. When Customer reports an Incident to the Service Desk the Service Desk will register the Incident and provide Customer with a trouble ticket number. If the Service Desk confirms an Incident, upon receipt of Customer's call regarding the Incident, the time during which the Time to Restore Service (TTR) is measured will start as of the receipt of Customer's call by the Service Desk and will end when the Service Desk notifies Customer that the Video Conferencing has been restored. Incidents Reports are assigned to one of the Severity Levels.

The MTTR is the average of the TTR during the observation period and will apply only to Severity Level 1 Incidents.

If the MTTR Service Level is not achieved, Customer shall be entitled to a service credit equal to 5% of the Qualifying Charges for each Location in case of Video Infrastructure or a service credit equal to 5% of the Qualifying Charges for each Room in case of Video Endpoint, up to a maximum of one month Qualifying Charge per Year per Location in case of Video Infrastructure or a Room in case of Video Endpoint.

|                                                                                             |                                                                                 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Mean Time To Restore SLA for a non-redundant Video Infrastructure                           | 40 Hours with a 8h-18h maintenance window, Business Days, from Monday to Friday |
| Mean Time To Restore SLA for a redundant Video Infrastructure                               | 4 Hours any times of day.                                                       |
| Mean Time To Restore SLA for a Video Endpoint with a next Business Day maintenance contract | 14 Hours with a 8h-18h maintenance window, Business Days, from Monday to Friday |
| Mean Time To Restore SLA for a Video Endpoint with 24x7, 4 hour maintenance contract        | 8 Hours any times of day                                                        |

The following will be excluded from the Service Level target for Time to Restore:

- Incidents where the Orange field engineer is prevented from meeting a Service Level due to Customer delaying access to the Location and/or Managed Equipment.

## END OF SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE MANAGEMENT