



1 SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER AS A SERVICE

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Business Together as a Service. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, and/or other remedies, each set out in this SLA. Customer's entitlement to receive remedies under this SLA is subject to the conditions and exclusions detailed in Clause 1.3 below.

All capitalized terms used but not defined herein will have the meanings set out in the General Conditions, the Specific Conditions for Orange Cloud Services, or the Service Description for Business Together as a Service.

1.2 Definitions

"**Availability**" means the availability for use by an End User of a Service, as further described in Clause 1.4.1.

"**Business hours**" means Orange's normal business hours in each country where Customer's Locations are situated, which are generally from 9:00 A.M. to 5:00 P.M., unless otherwise specified in the Agreement.

"**Downtime**" means the total time to restore all Severity Level 1 Incidents during the Reference Period plus any time required for unplanned maintenance, subject to the exclusions listed in Clause 1.3.

"**Incident**" means a Severity Level 1 Incident, a Severity Level 2 Incident, and/or a Severity Level 3 Incident.

"**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 and issue an alarm.

"**Qualifying Charges**" means the monthly recurring charges for the Service at a Location.

"**Reference Period**" means each consecutive period of 12 months following the Date of Acceptance of the Service; or such other period expressly agreed in writing between the Parties to be the Reference Period.

"**Restore Time**" means the elapsed time in minutes an Incident Report is opened until the time the Service is restored by Orange to its pre-Incident operational condition and such Incident Report is closed.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, or new release of, the Orange systems (including associated software and hardware configurations) and the Orange Network supporting the Service.

"**Service**" means the Orange Business Together as a Service, as described in the relevant Service Description.

"**Service Center**" means the location from which an Orange field engineer is dispatched to provide on-site maintenance services or other Service restoration services, as applicable, at a Location.

"**Service Component**" a service feature or component (e.g. IP telephony, instant messaging, audio conference, web conference, etc.) described in Clause 1.3 (Service Features and Components) of the Service Description for Business Together as a Service and that is accessible under the End User's profile.

"**Service Level Objective**" or "**SLO**" means the target performance objective applicable to Business Together as a Service, which are subject to the conditions set out in Clause 1.3(b) below.

"**Severity Level 1 Incident**" means an outage or non-availability of the telephony Services only, which prevents more than 50% of End Users at a Location from using such telephony Services.

"**Severity Level 2 Incident**" means an outage or non-availability of the telephone, voicemail or instant messaging services, which prevents more than 25% (but no greater than 50%) of the End Users at a Location from using the telephone, voicemail or instant messaging services.

"**Severity Level 3 Incident**" means an outage or non-availability of the telephony, voicemail, instant messaging services, which prevents less than 25% of the End Users at a Location from using such telephony, voicemail or instant messaging services.

"**Third Party Intervention**" means intervention by any person or entity that is not an employee or subcontractor of Orange.

1.3 Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

- (a) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide Business Together as a Service in a manner which satisfies the Service Levels set out in this SLA. Orange's periodic routine, non-routine, or emergency maintenance of the Service, provided in a proper, non-negligent manner and in accordance with standard industry practices will not be deemed to be a failure of Orange to provide Services in accordance with the Agreement, or the breach of any Service Level.
- (b) Notwithstanding anything to the contrary contained herein, all Service Levels Objectives or SLO's provided by Orange will be deemed performance level targets only; and Customer shall not be entitled to any remedies, financial or otherwise, for non-achievement by Orange of such SLOs.
- (c) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from a failure of network or other telecommunications services or any equipment (including Customer provided end points) being provided by a third party (other than an Orange subcontractor) or resulted from the refusal of any third party (other than an Orange subcontractor) to cooperate with Orange in resolving an Incident.
- (d) In no event will the total credits due for any unachieved Service Level in any calendar month exceed the Qualifying Charges for the Service at the Location.
- (e) In no event will Customer be entitled to receive credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by, and the relevant Service Level expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental conditions, LAN failure, Active Directory failure, DHCP failure, PC multimedia failure, any IP Telephony network component or equipment not managed and maintained by Orange as part of Business Together as a Service, power failure, any service provided by a third party, or by any act or omission of Customer, User, or an agent of Customer or User.
- (f) Service Levels for the Service at a Location will apply from the first full calendar month following the Date of Acceptance of the Service at such Location.
- (g) Orange's failure to comply with the Service Level will not relieve Customer from its obligation to pay the Charges.

1.4 Service Levels for Service Availability and Service Restoration

1.4.1 Availability Service Level

The total uptime of the Service ("Availability") shall be expressed as a percentage and is calculated by dividing the total theoretical uptime of the Service for Reference Period, reduced by the amount of Downtime during that Reference Period, divided by the total theoretical time of the Reference Period; all expressed in hours or minutes, as appropriate. Availability is measured on a yearly basis.

Each Location will be classified as: (a) a Cloud Data Center Location, (b) a Critical Remote Location, or (c) a Standard Remote Location. Such classification will be based on the type of Orange network infrastructure and resilience at a particular Location that is used to deliver the Service to the Customer and will be discussed and agreed with Customer on a Location by Location basis.

The Service Level for Availability during each Reference Period is as set out in Table 1. NB: there is no Availability Service Level for console applications installed on an End User's laptop or where Service Components are not provided by Orange.

Table 1: Availability Service Level

Location Type	Cloud Data Center Location	Critical Remote Location (24x7)	Standard Remote Location
Service Level	99.95%	99.90% × Remote WAN Availability Percentage*	99.45% × Remote WAN Availability Percentage*

* Remote WAN Availability Percentage is based on the applicable access method for the Location as in Table 2:

Table 2: Remote WAN Availability

Access Method	Remote WAN Availability
Dedicated Access	99.80%
Switched Access	99.90%
IPVPN Access	99.95%

1.4.2 Service Levels For Restore Time

Service Levels for Restore Time (calculated on a quarterly basis):

- (a) only apply if there is a Severity Level 1 Incident;
- (b) only apply if the Severity Level 1 Incident is reported to the Orange Global Customer Support Center (GCSC) by the Customer and an Incident Report has been opened; and
- (c) will vary, depending on the Location classification given to a Customer site.

Table 3 below sets out the Service Levels for Restore Time and the associated qualifiers that impact the Service Level.

Table 3: Service Level for Service Restore Time – Severity 1 Incidents

Severity 1										
Location Classification	Distance (D) from Orange Business Services City ¹ (km)			Services						
	D < 50	50 < D < 100	100 < D < 200	Hour Coverage	Remote Response (i.e. where Orange responds remotely to restore the Incident)	Type	Period	Max Time to Restore	Type	Period
Cloud Data Center Location	✓			24x7	90% < 30min	SLO	Quarter	90% < 4 hours (telephony) 90% < 10 hours (voicemail) 90% < 10 hours (IM & Presence) 90% < 10 hours (Attendant Console) 90% < 10 hours (Contact Center)	SLA	Quarter
24x7 Critical Remote Location	✓			24x7	90% < 30min	SLO	Quarter	90% < 6 hours	SLA	Quarter
		✓		24x7	90% < 30min	SLO	Quarter	90% < 8 hours	SLA	Quarter
			✓	24x7	90% < 30min	SLO	Quarter	90% < 12 hours	SLA	Quarter
Standard Remote Location	✓			Business hours	90% < 30min	SLO	Quarter	90% < 6 hours	SLA	Quarter
		✓		Business hours	90% < 30min	SLO	Quarter	90% < 8 hours	SLA	Quarter
			✓	Business hours	90% < 30min	SLO	Quarter	90% < 12 hours	SLA	Quarter

¹ For all customer site distance above 200km from an Orange Business Services maintenance center, Orange proposes a best endeavor MTTR.

Restore Time Service Level Objectives (calculated on a quarterly basis) apply to Severity Level 2 and Severity Level 3 Incidents. Table 4 and Table 5 set out the SLOs for Service Restore Time and the associated qualifiers which impact the SLOs.

Table 4: SLOs for Service Restore Time – Severity 2 Incidents

Severity 2										
Location Classification	Distance (D) from Orange Business Services city ¹ (km)			Services						
	D < 50	50 < D < 100	100 < D < 200	Hour Coverage	Remote Response	Type	Period	Max Time to Restore	Type	Period
Data Center Location	✓			24x7	90% < 45min	SLO	Quarter	90% < 8 hours (telephony) 90% < 12 hours (voicemail) 90% < 12 hours (IM & Presence) 90% < 12 hours (Attendant Console) 90% < 12 hours (Contact Center)	SLO	Quarter
24x7 Critical Remote Location	✓			24x7	90% < 45min	SLO	Quarter	90% < 8 hours	SLO	Quarter
		✓		24x7	90% < 45min	SLO	Quarter	90% < 10 hours	SLO	Quarter
			✓	24x7	90% < 45min	SLO	Quarter	90% < 14 hours	SLO	Quarter
Standard Remote Location	✓			Business hours	90% < 45min	SLO	Quarter	90% < 8 hours	SLO	Quarter
		✓		Business hours	90% < 45min	SLO	Quarter	90% < 10 hours	SLO	Quarter
			✓	Business hours	90% < 45min	SLO	Quarter	90% < 14 hours	SLO	Quarter

Table 5: SLOs for Service Restore Time – Severity 3 Incidents

Severity 3										
Location Classification	Distance (D) from Orange Business Services city ¹ (km)			Services						
	D < 50	50 < D < 100	100 < D < 200	Hour Coverage	Remote Response	Type	Period	Max Time to Restore	Type	Period
Data Center Location	✓			24x7	90% < 45min	SLO	Quarter	90% < 8 hours (telephony) 90% < 12 hours (voicemail) 90% < 12 hours (IM & Presence) 90% < 12 hours (Attendant Console) 90% < 12 hours (Contact Center)	SLO	Quarter
24x7 Critical Remote Location	✓			24x7	90% < 45min	SLO	Quarter	90% < 8 hours	SLO	Quarter
		✓		24x7	90% < 45min	SLO	Quarter	90% < 10 hours	SLO	Quarter
			✓	24x7	90% < 45min	SLO	Quarter	90% < 14 hours	SLO	Quarter
Standard Remote Location	✓			Business hours	90% < 45min	SLO	Quarter	90% < 8 hours	SLO	Quarter
		✓		Business hours	90% < 45min	SLO	Quarter	90% < 10 hours	SLO	Quarter
			✓	Business hours	90% < 45min	SLO	Quarter	90% < 14 hours	SLO	Quarter

1.4.3 Remedies

- (a) If the actual Availability of the Service is less than the applicable Availability Service Level provided in Table 3 (Table 3: Service Level for Service Restore Time – Severity 1 Incidents) of Clause 1.4.1 above, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Severity Level 1 Incident occurred. The credit will be calculated as one thirtieth (1/30th) of the Qualifying Charge for the Service each hour of Severity Level 1 Incident up to a maximum of 100% of Qualifying Charges for the Location where the Severity Level 1 Incident occurred. All credits will be pro-rated on a per minute basis.
- (b) If Orange fails to meet more than one (1) Availability Service Levels set out in Table 3 (Table 3: Service Level for Service Restore Time – Severity 1 Incidents) during a Reference Period and such Service Level failures arose from the same Severity Level 1 Incident, then Customer shall only receive the greater of the credits due and owing to Customer during such Reference Period (i.e. service. In no event shall Customer receive concurrent credits for multiple Availability Service Level failures arising from the same Severity Level 1 Incident.
- (c) In addition to the credits provided in Clause 1.4.3(a) above for non-achievement of the Availability Service Level, Customer will be entitled to:
 - (i) cancel the Service at the affected Location by giving Orange at least 30 days prior written notice in the following circumstances: where the maximum credit for the telephony, voicemail, instant messaging and presence application Availability Service Level (each as applicable) is issued by Orange to Customer in 2 consecutive months or in any 4 months during any rolling 12-month period; or
 - (ii) cancel the Service at all Locations by giving Orange at least 30 days prior written notice in the following circumstances: where the maximum credit for the telephony or voicemail application Availability Service Level (each as applicable) is due in 2 consecutive months, or in any 4 months during any rolling 12-month period.

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER AS A SERVICE