



1 SERVICE LEVEL AGREEMENT FOR CONTACT CENTER ACCESS

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to Contact Center Access. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, or other remedies, each as set out in this SLA.

1.2 Definitions

As used in the context of Contact Center Access, the following words shall have the meanings defined herein. Solely as used in the context of Contact Center Access, the words defined below shall supersede any conflicting definition set forth elsewhere in the Agreement.

"**Agreement**" means the contract for Services between Orange and Customer, to which this SLA forms a part.

"**Case**" means the set of actions taken or to be taken by Orange to remedy an Incident. Cases are opened reactively when Customer reports an Incident, or proactively when the Orange internal monitoring systems detect an Incident and issues an Alarm.

"**Dedicated Access**" means a telecommunications circuit or other capacity leased from a TO-connecting Locations to the Network.

"**Entry Access Node**" means the access node to which the access telephone number is connected.

"**Exit Access Node**" means the access node to which the Customer's Call Center Location is connected.

"**GCSC**" means Global Customer service Centers providing Service Support and help desk support to Customer.

"**Incident**" means a failure or malfunction within Customer's Supported Service. Incidents do not include Service unavailability during Scheduled Maintenance.

"**IP Access**" means the connection method used to connect a Location to the Orange IP network.

"**Node**" means a node of the Network to which Customer is connected via a Tail Circuit or to which Customer dials in, such Nodes being deployed at such times and places as determined by Orange.

"**On-Net**" means that the Customer Location is connected with the Orange network in such a way that calls do not use the PSTN network to reach the Call center Location. This is applicable to calls terminated through dedicated or IPVPN Access.

"**Off-Net**" means that the Customer Location is not On-Net.

"**Outage**" means the non-availability of the Service at a Location, specifically that Customer or User cannot send or receive calls using the Service.

"**Qualifying Charges**" means, for Contact Center (inbound) traffic, the Usage Charge for the traffic on the affected Route (SA) or to the affected Location (MTRS) for the month Orange failed to meet a Service Level.

"**Route**" means the combination of the originating access number the call originated on and the destination site it terminated onto.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to occur during low network traffic to implement generic changes to, or generic version updates of, the Network and for which Customer will have received prior notification.

"**Severity One**" means an Incident in Contact Center Access that affects Customer's ability to complete calls or where calls can be completed but the quality has degraded to the level that renders Contact Center Access unusable in several countries and affecting multiple Users.

"**Supported Service**" means a Service for which Orange agrees to provide its Service Select – Service Support, which will be described in a separate Service Description attached to this Agreement.

"**Switched Access**" means the termination of call to the call center site through the local PSTN network. For the purpose of this SLA document, countries where calls are terminated using PSTN termination are also included in this definition

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

"**TO**" or "**Telecommunications Operator**" means an entity authorized to own, lease, and operate telecommunications circuits.

1.3 Conditions and Exclusions

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

- (a) The remedies contained in this SLA are Customer's sole and exclusive remedy for any failure by Orange to provide Contact Center Access in accordance with the Service Description and this SLA.
- (b) The Orange Scheduled Maintenance 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 by Orange to provide the Service in accordance with the Agreement.
- (c) Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the month in which the alleged Service Level breach occurred. 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. Orange will issue all undisputed credits within 90 days of Customer's written claim.
- (d) Customer must exercise any right under this SLA to cancel Contact Center Access within 60 days of the breach that gives rise to Customer's right to cancel Contact Center Access. If Customer does not notify Orange in writing of its election to cancel Contact Center Access within the 60-day period, then Customer's right to cancel Contact Center Access in connection with such SLA breach the availability of that particular remedy expires shall lapse.
- (e) Any termination of the Contact Center Access by Customer due to the failure by Orange to meet any Service Level under this SLA is without financial liability to Customer, other than Customer's liability to pay for Contact Center Access provided before the effective date of termination.
- (f) In no event will total credits due for any unachieved Service Level for any Location or Service in any month exceed 100% of the Qualifying Charges for that Location or Service in that month.
- (g) Unless otherwise specified, the measurement period for all Service Levels commences on the first day of the month and ends on the last day of the month.
- (h) Service Levels for Service Availability will be measured from the first full month following the Date of Acceptance of the Service at the relevant Location.
- (i) 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 or environmental conditions, power outages, major failures to TO exchanges, major 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 Network.

1.4 Service Level for Voice Service Availability

The availability of the voice service is based on the weighted impact of the Service Outages due to the voice backbone. Service availability is measured on a monthly basis and is based on the Orange outage trouble tickets weighted based on their impact on the customers or on network service.

Table 1: Voice Service Availability Service Level

Voice Service Availability	≥99.99%
Orange will not be liable for any failure to meet the Voice Service Availability.	

1.5 Service Level for Contact Center Access Availability

Service Availability is expressed as Originating country Service Availability, which is the availability in a given country of the calls between the Entry Access Node and the Call Center connected to the Exit Access Node on the Orange Network including the Tail Circuit, but excluding Scheduled Maintenance. The Service Level is applicable only for Call Center inbound calls.

The Service Level is based on the trouble ticketing system. Customer must report an Incident with the designated GCSC, and the GCSC registers and provides Customer with a trouble ticket number. The Service Level starts when the GCSC opens a Case relating to a Severity Level 1 Incident, and it ends when the GCSC clears the Case then notifying Customer that the Incident is fixed; provided, however, the Case will remain open if Customer notifies the GCSC that the Incident still exists, and in such event the Service Level will continue to run until the Incident is fixed. Congestion time on the Customer access is not included in the measurement.

$$\text{Availability Rate} = \frac{1 - (\text{Cumulative Outage time in hours})}{730}$$

The following Service Levels for Contact Center Access Availability are applicable:

Table 2: Contact Center Access Availability Service Levels

Originating Country	Availability Rate (%)	
	To Call Center in Tier 1 Country	To Call Center in Tier 2 Country
Tier 1 & Tier 2 Countries	Non-Redundant Access: ≥99.8%	Non-Redundant Access: ≥99.5%
	Redundant Access: ≥99.9%	Redundant Access: ≥99.8%
Tier 1 and Tier 2 countries are listed in Exhibit A.		

Redundant access means that there is a totally diverse routing path from the customer's site to the Orange voice network so that there is no single point of failure.

If the applicable Contact Center Access Availability Service Level is not achieved, Customer will receive a credit equal to 1/180 of the Qualifying Charges per hour of outage exceeding the Service Level for the affected Location, up to a maximum of 20% of the Qualifying Charges.

Note:

- To qualify for the Contact Center Access Availability Service Level at a Location with IP Access or Dedicated Access, the Tail Circuit or CE Router must be provided and managed by Orange.
- If the Outage relates to a malfunctioning Tail Circuit, the Contact Center Access Availability Service Level will expressly exclude any time outside of the applicable TO's normal maintenance hours.
- Only Outages in Tier 1 and Tier 2 countries (as identified in Exhibit A) will be included in the calculation of the Contact Center Access Availability Service Level.
- For IP Access, the site availability Service Level of the IP Access must be at the same or above the Contact Center Access Availability Service Level. If it is not the case, the Contact Center Access availability is limited to the same level as the IP Access site availability Service Level.
- For IP Access, the Contact Center Access compensation qualifying charges exclude the charges already taken into consideration for the same incident and the computation of another remedy.

1.6 Service Level for Mean Opinion Score

Orange will measure the quality of speech for Contact Center by monitoring calls placed by Orange over its own voice network; Orange will not measure calls from or to any Location. Orange will provide a qualitative indicator for each such call it places over the Voice Network as a number between 1 (lowest perceived quality) and 4.5 (highest perceived quality), and the Mean Opinion Score (MOS) will be measured as the average of all qualitative indicators for the calls placed by Orange during the month.

The following Service Level for MOS will apply.

Table 3: Mean Opinion Score Service Levels

MOS for Contact Center Access – Dedicated Access	≥4.1
MOS for Contact Center Access – IP Access using G729a codec	≥3.8
MOS for Contact Center Access – IP Access using G711 codec	≥4.1
Orange will not be liable for any failure to meet the MOS Target Level.	

1.7 Service Level for Call Completion Ratio

The Call Completion Ratio (CCR) Service Level applies to both On-Net and Off-Net calls. The Call Completion Ratio will be measured globally on a monthly basis.

$$CCR = 100 \times \frac{\text{Total Number of Calls} - \text{Number of Failed Calls}}{\text{Total Number of Calls}}$$

As used herein, a "Failed Call" is a call that does not connect to the terminating Location due to a failure in the Orange Voice Network or a failure of the Tail Circuit at the terminating Location. Failed Calls do not include calls that cannot connect due to an invalid number, route or service option request, congestion, or failure in customer equipment, or calls that connect but are not answered (including busy calls).

The following Average CCR Target Level will apply.

Table 4: Average CCR Target Level

CCR On-Net	≥99.8%
CCR Off-Net	≥99.3%
Orange will not be liable for any failure to meet the CCR Target Level.	

1.8 Service Level for Orange Service Delivery

1.8.1 Service Level Delivery of New Access Numbers

Orange will use reasonable efforts to ensure that the actual delivery of each new Access number takes no later than the timeframes listed below.

Measurement starts after acknowledgement by Orange following reception of a proper order form.

Please refer to Exhibit B - Zones for Access Numbers Service Delivery SLA.

Table 5: Access Numbers Service Level Delivery

	SLA/ Access Number in Business Days	Access Number in Zone:				
		A	B	C	D	E
Access Number Delivery	To know the allocated number:					
	▪ PSTN	5	5	5	10	Case by Case
	▪ Toll Free / Toll Share / Revenue Share	10	5	15	15	Case by Case
	▪ UIFN	25	25	25	25	Case by Case
Routing Implementation	To have the routing in place and perform the ATPs and check CDRs:					
	▪ On switched access sites.	6	10	6	6	Case by Case
	▪ On dedicated and IPVPN sites.	9	13	9	9	Case by Case
Total	Total Minimum	11	15	11	16	Case by Case
	Total Maximum	34	38	34	34	Case by Case

Note:

- These Service Levels only apply to new Access numbers implemented towards an existing Location. They do not include the implementation of the Location itself.
- These Service Levels only apply onto new Access numbers provided by Orange for which no Network Routing or advanced feature is required.
- Implementation of Access numbers to a Location also requiring Location implementation will be covered in the SLA provided on Site Implementation (see below).

1.8.2 Service Level for Site Implementation

In addition, the Orange Technical Project Manager and Customer will agree with Customer on a delivery date for the Service at each Location at the beginning of the project. The Service Level will be based on the agreed date.

If the actual delivery date of a new Access number or of the Service at a Location is later than the Committed Delivery Date, and Orange causes the delay, Customer will be entitled to the following remedies.

Table 6: Site Implementation Remedies

Remedies on new Access number delivery delay.	A credit of US \$50 for each full Business Day of delay, up to a maximum of US \$100 per Access number.
Remedies on Location delivery delay – Tier 1 and Tier 2 Countries only.	A credit of US \$50 for each full Business Day of delay, up to a maximum of US \$1,000 per Location.
All Locations and New Access Numbers.	Cancellation of the Service, after 30 business days delay, by notice.

Note:

- The Service Level on Location delivery only applies to Locations in Tier 1 and Tier 2 Countries.
- These Service Levels start from the time the Orange Technical Project Manager receives the fully completed and signed Order. The Technical Project Manager will acknowledge acceptance of Order to Customer by email.

- Any delay due to Customer will be deducted from the calculation. Elements preventing the completion of the implementation such as, but not limited to, Customer Location or equipment not ready, absence of customer contact to validate implementation, etc. will be excluded from the calculation of Orange delay. The Technical Project Manager will confirm to Customer in writing (email) of any delay due to Customer.
- Any change to the initial Order requested by Customer during the course of the implementation will reset the Committed Delivery Date.
- The Customer Service Manager will provide a report on a monthly basis.

1.9 Service Level for Time to Restore

This Service Level is based on the trouble ticketing system. Customer must report an Incident with the designated GCSC, and the GCSC registers and provides Customer with a trouble ticket number. The Service Level starts when the GCSC opens a Case relating to a Severity Level 1 Incident, and it ends when the GCSC clears the Case then notifying Customer that the Incident is fixed; provided, however, the Case will remain open if Customer notifies the GCSC that the Incident still exists, and in such event the Service Level will continue to run until the Incident is fixed. Congestion time on the Customer access is not included in the measurement.

If Customer has working hours outside of Orange normal Business Hours, Customer must subscribe to around-the-clock (24x7x365) support service from its local TO. The Service Level is subject to the availability of the Overflow on Arrival/Direct Termination Overflow feature for Locations connected via Dedicated or IP Access. If the nominated Customer contact cannot be reached (for testing, etc.) then the time is 'deferred' until the Customer contact is reached.

The Service Level for Time to Restore is calculated on a monthly basis and included in the reports provided by the Customer Service Manager.

Orange will use every reasonable effort to ensure that the average MTRS across all of Customer's Severity 1 Incidents is no longer than the target.

Table 7: Time to Restore Service Level

Mean Time to Restore Target	All Severity 1 tickets
Mean Time to Restore	Less than or equal to 4 hours
Orange will not be liable for any failure to meet the Mean Time to Restore Service Target Level.	

There are no penalties on MTRS as these are already included in the Contact Center Access Availability Service Level.

Note:

- This Service Level applies only on Severity 1 Incidents caused by Orange
- MTRS is calculated per Location.

1.10 Service Level for Time to Change

This Service Level applies to Simple and Complex Changes (as defined in the table below). The Time To Change interval commences on the date the Customer Service Manager receives the fully completed Customer change request and approves it, and ends when the Customer Service Manager notifies Customer (by fax or email) that the change has been implemented.

All Simple and Complex Changes are listed below, together with the maximum number of parameters per Change.

Table 8: Simple and Complex Changes

Change Type	Object	Scope (maximum alteration allowed per Change)
Simple	Modification of percent allocation.	1 parameter per Change
Simple	Modification of alternate destination (routing destination, call limiter value).	1 parameter per Change
Simple	Modification of remote queuing (queue size, queue time-out, queue condition).	1 parameter per Change
Simple	Modification of overflow destination.	1 parameter per Change
Simple	Addition or cancellation of channels.	1 number per Change
Simple	Addition or cancellation of channels.	5 numbers per Change
Complex	Modification of a private numbering plan extension range.	5 ranges maximum per Change
Complex	Modification of remote queuing (queue size, queue time-out, queue condition).	5 parameters per Change

Change Type	Object	Scope (maximum alteration allowed per Change)
Complex	Modification of overflow destination.	5 parameters per Change
Complex	Modification of Time dependent routing (time of day, day of week, day of year, alternate destination, routing destination).	5 alterations (time or route) per Change
Complex	Modification of alternate destination (routing destination, call limiter value).	5 parameters per Change
Complex	Modification of call screening.	5 alterations per Change
Complex	Terminating Number Modification (rerouting to an existing site).	5 numbers per Change
Complex	Incoming Number Cancellation.	5 numbers per Change

The Service Level for Time to Change is measured on a Change-by-Change basis and reported on a monthly basis in the reports provided by the Customer Service Manager.

Orange will use every reasonable effort to ensure that each Change TTC is no longer than the target.

Table 9: Time to Change Targets

Time to Change Target	Simple Change	Complex Change	Expedite Simple Change
Maximum duration in Business Days	6 Business Days	12 Business Days	2 Business Days

If Orange fails to meet the Time to Change Service Levels provided above and Orange causes the delay, Customer will be entitled to the following remedies.

Table 10: Time to Change Remedies

Simple and Complex Changes listed Above
A credit of US \$100 for each delayed Change.
The total credit for Time to Change for a given Customer during a given month shall not exceed US \$400.

Note:

- These Service Levels start from the time the Orange Customer Service Manager receives the fully completed and signed Orders. The CSM will acknowledge acceptance of Orders to Customer by email.
- Any delay due to Customer will be deducted from the calculation. Elements preventing the completion of the Change such as, but not limited to, Customer Location or equipment not ready, absence of customer contact to validate Change when required, etc. will be excluded from the calculation of Orange delay.
- Any modification of the initial Order requested by Customer during the course of the implementation will cancel the SLA.

EXHIBIT A TIER 1 & TIER 2 COUNTRIES

Tier 1 Countries	Australia, Austria, Canada, Czech Rep, Estonia, Finland, France, Germany, Hong Kong, Iceland, Japan, Latvia, Lithuania, Monaco, Netherlands, Singapore, Slovakia, Slovenia, Switzerland, Taiwan, United Kingdom, USA.
Tier 2 Countries	Belgium, Bulgaria, China, Denmark, Gibraltar, Hungary, Ireland, Israel, Italy, Liechtenstein, Luxembourg, Malta, New Zealand, Norway, Poland, Portugal, Spain, Sweden.

EXHIBIT B ZONES FOR ACCESS NUMBERS SERVICE DELIVERY SLA

Zone A	Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Russia, Spain, Sweden, Switzerland, United Kingdom.
Zone B	Czech Republic, Estonia, Hungary, Latvia, Lithuania, Romania, Slovakia.
Zone C	United States, Canada.
Zone D	Australia, China, Hong Kong, India, Indonesia, Japan, South Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand, Vietnam.
Zone E	All others.

END OF SERVICE LEVEL AGREEMENT FOR CONTACT CENTER ACCESS