



1 SERVICE LEVEL AGREEMENT FOR CONTACT EVERYONE SERVICES

1.1 Introduction

This SLA describes the Service Levels applicable to the Contact Everyone Service (the "Service"). This SLA will not apply to the internet connection required on Customer's site to interact with the Orange SMS platform. Non-achievement of a Service Level may entitle Customer to receive credits against Qualifying Charges as set out in this SLA.

1.2 Definitions

As used in the context of the Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of the Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

"Business Days" means Monday to Friday (inclusive), from 9am to 6pm (CET) excluding French public holidays.

"Emergency Maintenance" means any unscheduled maintenance required by Orange to remedy a problem with the Orange SMS platform, which is caused by an act or omission of the Customer or a third party, or anything outside the control of Orange.

"GCSC" means the Orange Global Customer Support Centers.

"Incident" means a failure or malfunction within the Contact Everyone Service.

"Qualifying Charges" means the amount charged to the Customer during the 12 months preceding the calculation of the Service Level, including monthly fixed charges and volume charges. For the avoidance of doubt, Qualifying Charges shall exclude any and all one-time charges (including, without limitation, charges for installation, project management, and professional services).

"Service Level Agreement" or "SLA" means this Service Level Agreement for the Contact Everyone Service.

"Service Level Objective" or "SLO" means the target Service Level applicable to the Service. The Service Level Objectives are targets only and there are no remedies, financial or otherwise, associated with non-achievement of Service Level Objectives.

"Severity Level 1 Incident" means a total interruption of the Service; the Orange SMS platform is unavailable.

"Severity Level 2 Incident" means any Incident that is not a Service Level 1 Incident.

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

1.3 Service Availability Rate

Service Availability will be measured on a yearly basis as follows:

Service Availability = (AST – Downtime) / AST x 100

whereby:

Agreed Service Time (AST) = (total time of the period – Excluded Time) in minutes during the period.

Downtime = (Total Severity 1 MTTR time + unplanned maintenance time) in minutes during the period.

Excluded Time: the time when the Service is unavailable due to:

- 1. Scheduled Maintenance.
2. Emergency Maintenance.
3. Failure of, or congestion experienced in, any part of a Mobile Operator network or the internet.
4. Force Majeure Events.
5. Failure of, or another problem encountered in relation to, the API or the internet connection to reach the Orange SMS platform.
6. Adverse environmental conditions, power outages, major failures, or physical disruption not caused by Orange.
7. Any act, or omission of Customer, or any Customer authorized user of the Service (such as a breach of Customer of local laws or regulations).

The Service Level for Service Availability shall be:

Table 1: Orange SMS Platform Availability

Table with 2 columns: Service Availability, Orange SMS Platform, 99.85%

If the Service Level is not met, Customer will be entitled to the following Service Credits:

Table 2: Service Credits

SMS Platform Availability	
Availability	Service Credit
99.85 > Availability ≥ 99.55	0.5% of the Qualifying Charges during the relevant period
99.55 > Availability ≥ 99.25	1% of the Qualifying Charges during the relevant period
99.25 > Availability ≥ 98.95	1.5% of the Qualifying Charges during the relevant period
98.95 > Availability ≥ 98.65	2% of the Qualifying Charges during the relevant period
98.65 > Availability	3% of the Qualifying Charges during the relevant period

1.4 Maximum Time To Restore (MTTR)

The MTTR Service Level Objective (SLO) for Severity Level 1 Incidents is 4 hours.
 The MTTR Service Level Objective (SLO) for Severity Level 2 Incidents is 4 hours.

1.5 Service Level Measurement

Service Levels are based on a trouble ticketing system. Customer must report an Incident with the designated GCSC, and the GCSC registers and provides Customer with a trouble ticket number. Unless otherwise specified, the Service Level starts when the GCSC opens a case relating to a Severity Level 1 or 2 Incident, and ends when the GCSC clears the case by notifying Customer that the Incident is resolved. The Service Level will be suspended during the time Orange is waiting for information from the Customer.

1.6 Scheduled & Emergency Maintenance

The Parties acknowledge that, from time to time, Orange may need to perform maintenance on its network and servers that may temporarily affect the operation of the Service.
 For any Scheduled Maintenance, Orange will notify the Customer by e-mail stating dates, times and the expected duration of the activity.
 The Parties further acknowledge that, in some circumstances, it may be required by Orange to perform Emergency Maintenance during Business Hours. Orange will use reasonable endeavors to give as much notice as is practicable in cases of Emergency Maintenance.

1.7 Conditions & Exclusions

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

- The remedies contained in this SLA are Customer's sole and exclusive remedy for any failure by Orange to provide the Service in accordance with the Service Description and this SLA.
- Orange Scheduled Maintenance or Emergency Maintenance of the Service will not be deemed to be a failure by Orange to provide the Service in accordance with the Agreement.
- Customer shall submit claims for credits for unachieved Service Levels in writing to Orange within 60 days from the end the Service Level measurement period. 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 a credit note for all undisputed credits within 90 days of Customer's written claim.
- 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.
- 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) a Force Majeure Event, (b) Scheduled Maintenance or Emergency Maintenance, (c) Third Party Intervention; (d) adverse environmental conditions, power outages, major failures or physical disruption not caused by Orange; (e) by any act, or omission of Customer or any Customer authorized user of the Service (such as the suspension of the Services due to a breach of Customer of local laws or regulations), (f) any Incidents attributable to the internet connection network necessary on the customer site to interact with the Orange SMS platform, (g) Failure of, or congestion experienced in, any part of a Mobile Operator network or the internet, or (h) failure of, or another problem encountered in relation to, the API or the internet connection to reach the Orange SMS platform.

END OF 1 - SERVICE LEVEL AGREEMENT FOR CONTACT EVERYONE SERVICES