



## 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE CONTACT CENTER SERVICE

### 1.1 Introduction

This SLA describes the Service Levels applicable to the Telephone package and the Telephone and email package of Flexible Contact Center Service (the "**Service**"). This SLA will not apply to the Phone Agent Package. 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.

"**Complex Change**" means any change to the Service that is not a Simple Change.

"**Emergency Maintenance**" means any unscheduled maintenance required by Orange to remedy a problem with the Service or the Orange network, 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 Flexible Contact Centre Service. Incidents do not include Service unavailability during Scheduled Maintenance (as detailed below) or Emergency Maintenance.

"**Qualifying Charges**" the monthly recurring Charge for the basic Service (i.e. without optional features), as listed in the relevant Order. 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 Flexible Contact Center 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.

"**Severity Level 2 Incident**" means a serious disturbance to the Service which makes it impossible to use the essential functions of the Service or prohibiting access to the Service for a large number of Agent positions (blocking incident). For the avoidance of doubt, non-use of the essential functions shall mean when (i) more than 20% of users (Agents and Supervisors) cannot connect to the Services, or (ii) 100% of Supervisors cannot access the real-time statistics used to supervise the activity of the Contact Center.

"**Severity 3 Level Incident**" means an Incident other than a Security Level 1 Incident or a Severity Level 2 Incident.

"**Simple Change**" means a change to the Service that is listed in one of the tables set out in Clause 1.6 below.

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

### 1.3 Service Availability SLA

Service Availability will be measured once a year at the anniversary of the Service Acceptance.

**Table 1: Service Availability**

Voice Contact	99.9%
Email Contact	99.9%
Chat Contact	99.9%
Multimedia	99.9% for each Channel
Digital	99.9% for each Channel

The Service will only be considered unavailable when a Severity Level 1 Incident occurs and shall be calculated as follows:

$$\begin{aligned}\text{Agreed service time (AST)} &= (\text{Total time} - \text{scheduled maintenance} - \text{emergency maintenance}) \text{ in minutes during the period.} \\ \text{Downtime} &= (\text{Total Severity 1 MTTR time} + \text{unplanned maintenance time}) \text{ in minutes during the period.} \\ \text{Annual availability} &= (\text{AST} - \text{Downtime}) / \text{AST} \times 100\end{aligned}$$

If the Service Level is not met, Customer will be entitled to the following Service Credits for each of the Channels subscribed by Customer.

**Table 2: Channel Service Credit**

Availability	Service Credit
<b>Telephone</b>	
99.9 > Availability ≥ 99.85	0.5% of the Qualifying Charges during the relevant period.
99.85 > Availability ≥ 99.8	1% of the Qualifying Charges during the relevant period.
99.8 > Availability ≥ 99.75	1.5% of the Qualifying Charges during the relevant period.
99.75 > Availability ≥ 99.7	2% of the Qualifying Charges during the relevant period.
99.7 > Availability	3% of the Qualifying Charges during the relevant period.
<b>Mail</b>	
99.9 > Availability ≥ 99.8,5	0.5% of the Qualifying Charges during the relevant period.
99.85 > Availability ≥ 99.8	1% of the Qualifying Charges during the relevant period.
99.8 > Availability ≥ 99.75	1.5% of the Qualifying Charges during the relevant period.
99.75 > Availability ≥ 99.7	2% of the Qualifying Charges during the relevant period.
99.7 > Availability	3% of the Qualifying Charges during the relevant period.
<b>Chat</b>	
99.9 > Availability ≥ 99.85	0.5% of the Qualifying Charges during the relevant period.
99.85 > Availability ≥ 99.8	1% of the Qualifying Charges during the relevant period.
99.8 > Availability ≥ 99.75	1.5% of the Qualifying Charges during the relevant period.
99.75 > Availability ≥ 99.7	2% of the Qualifying Charges during the relevant period.
99.7 > Availability	3% of the Qualifying Charges during the relevant period.

#### 1.4 Data Integrity SLO

The integrity of the Contacts will be managed in accordance with the following Service Level Objectives:

- Emails containing viruses, excessively large emails (i.e. greater than 2 Megabytes), emails with unauthorized attachments (.exe, .vbs, .scr, .pis, .bat, .com, .dll) will be automatically deleted.
- Spam messages (repeated sending, wide distribution, etc.) will be automatically deleted.

#### 1.5 Guaranteed Time to Restore (GTTR)

GTTR will be reported on each month and will be included in the reports provided by the Customer Service Manager.

GTTR will only apply to Severity Level 1 Incidents and Severity Level 2 Incidents irrespective of the Channel and to the extent such Incidents are directly attributable to the Service itself, i.e. to the exclusion of Incidents attributable to:

- the data network for interconnection between the seats of the Contact Centre Location and the Service platform or the Service, or
- the voice network (Contact Center Access).

The GTTR Service Level for Severity Level 1 Incidents is 5 hours.

If the GTTR Service Level for Severity Level 1 Incidents is not met, Customer will be entitled to the following Service Credits.

**Table 3: Severity Level 1 GTTR Service Credits**

Restore Time for Severity Level 1 Incidents	Amount of Credit
5 hours < Restore Time ≤ 6 hours	5% of the Qualifying Charge
6 hours < Restore Time ≤ 7 hours	10% of the Qualifying Charge
7 hours < Restore Time ≤ 8 hours	15% of the Qualifying Charge
8 hours < Restore Time	20% of the Qualifying Charge

The GTTR Service Level Objective for Severity Level 2 Incidents is 10 hours.

For the avoidance of doubt, the Customer will not be entitled to any credit for the failure of this Service Level Objective for Severity Level 2 Incidents.

## 1.6 Time to Change SLO

The 'Time to Change' Service Level Objectives will apply to Simple Changes and Complex Changes, and are listed below.

### 1.6.1 Simple Changes

The Parties acknowledge that the subscription of the Service includes five (5) free-of-charge Simple Changes. If more Simple Changes are required by the Customer, the Customer may purchase additional blocks of five (5) Simple Changes. The Customer will contact the Account Manager to order such additional blocks Simple Changes. In relation to the implementation of any Simple Changes, the Customer will contact the Customer Services Manager.

**Table 4: Simple Changes SLOs**

Contact Type	Simple Change Type	Change	SLO (in Business Days)
Voice	Type 1	Create/modify/delete an Agent login.	2 Days
		Create/modify/delete a skill.	2 Days
		Modify the group and skills of an Agent.	2 Days
		Open/delete supervisor or administrator rights for an existing Agent.	2 Days
		Create/modify/delete a group.	2 Days
		Create/modify/delete a wrap-up code.	2 Days
		Create/modify/delete an unavailability code.	2 Days
		Modify/delete an email address which receives the notification of database update.	2 Days
	Type 2	Voice message recording by Orange (studio).	7 Days
		Voice message recording with text-to-speech by Orange.	2 Days
		Minor change of contact qualification and delivery rules on an existing channel.	2 Days
		Create/modify/delete a menu (IVR).	4 Days
		Modify a call context in Agent desktop (e.g. IVR choice).	2 Days
		Add/delete a call number without change of call qualification/delivery rules.	4 Days
		Create/modify/delete a queue.	4 Days
		Create/modify/delete an external transfer.	7 Days
		Create/modify/delete a transfer on a queue: entry point.	2 Days
		Configure queuing time (lines modifications only).	4 Days
		Create/modify/delete a schedule.	4 Days
		Add/modify a queue on Wall board (compliant with Agreement).	4 Days
		Manual update of a database (cancel the existing one).	5 Days
		Create/modify/delete a switch (without script modification).	4 Days
		Create/modify/delete a voice message place.	4 Days
	Type 3	Add or delete a voice message provided by the customer.	4 Days
		Create a customized filtering code (Flexible Workspace) code(s) number.	4 Days

Contact Type	Simple Change Type	Change	SLO (in Business Days)
Email	Type 1	Create/delete an Agent login and associate it to a group.	3 Days
		Change a login profile.	3 Days
		Add/delete the function "receipt acknowledgment" for incoming email.	3 Days
		Modify the content of a generic "receipt acknowledgment" for incoming email.	3 Days
		Add/delete/modify the generic signature function on Customer level for a response to an email.	3 Days
		Add/delete/modify a routing rule.	3 Days
		Add/delete a group of skills.	3 Days
		Add/delete/modify an email qualification criteria.	3 Days
		Modify the alarm threshold	3 Days
		Add/delete/modify an email for patience or dissuasion.	3 Days
		Allocation of standard forms.	3 Days
	Type 2	Create a Customer HTML response signature to an email.	8 Days
	Type 3	Create/delete an email account.	8 Days
Chat	Type 2	Modify the Chat waiting message.	8 Days

For any Simple Change, the Customer will complete a Customer change request form and submit such completed form to the Customer Service Manager. The 'Time to Change' SLO will commence on the date the Customer Service Manager approves the completed change request form, and will end when the Customer Service Manager notifies Customer (by fax or email) that the Simple Change has been implemented.

The Service Level Objective for 'Time to Change' will be measured on a change-by-change basis instead of a monthly average.

## 1.6.2

**Complex Changes**

All Complex Changes will be subject to a proposal by Orange which must be formally agreed by Customer before implementation.

## 1.7

**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.

## 1.8

**Scheduled 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 email 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.

## 1.9

**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:

- 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.
- The 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 of each anniversary of the Date of Acceptance of the Service. 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. In no event will total credits due under this SLA during any preceding rolling 12 month period exceed 8% of the Qualifying Charges of the same period.

- 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, or
  - (f) any Incidents attributable to:
    - (i) the data network for interconnection between the seats of the Contact Center Location and the Service platform or the Service, or
    - (ii) voice network (Contact Center Access).

**END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE CONTACT CENTER SERVICE**