



## 1 SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE SERVICE

### 1.1 Introduction

This SLA describes the Service Levels applicable to the Open Videopresence Service (the "**Service**"). Non-achievement of a Service Level may entitle Customer to receive credits against Charges or other 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 them in this Clause A1.2. 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 Service or elsewhere in the Agreement.

"**Automation**" means the Orange proprietary set of systems and processes that automatically detect Incidents on the Orange Network infrastructure elements and that create Incident Reports relating to such Incidents.

"**GCSC**" means the Orange Global Customer Support Centers.

"**Incident**" means a failure or malfunction in the Service.

"**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 Automation detects an Incident.

"**Outage**" means the complete unavailability of the Service which prevents Customer or any User from connecting to a conference using the Service.

"**Qualifying Charges**" means the monthly recurring Charges for the Service (excluding all charges applicable to optional features as well as any and all usage and one-time charges, including without limitation, charges for installation, project management, and professional services).

"**Response Time**" means the elapsed hours and minutes from the time an Incident Report is opened until the time that Orange (a) responds to Customer by contacting Customer or obtaining remote control over the relevant connection, and (b) informs Customer of the origin of the Incident (e.g., network, videoconferencing device, the Service, etc.), as determined by Orange.

"**Restore Time**" means the elapsed hours and minutes from the time an Incident Report is opened until the time that Orange has restored the Service so that Customer may connect to a conference using the Service.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to occur during low Network traffic periods three to five times per year to implement generic changes to, or generic version updates of, the Network or Service and lasting an average of five minutes each.

"**Service Interruption**" means the total amount of time during a Year in which the Service is unavailable due to Outages.

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

"**Year**" means consecutive twelve (12) month period commencing on the Date of Acceptance for the Service or on each anniversary thereof.

### 1.3 Service Level for Service Interruption

1.3.1 Orange commits to a Service Interruption Service Level of eight (8) hours.

1.3.2 The Service Interruption Service Level applies only if an Incident has been reported to the GCSC or detected by Automation, an Incident Report has been opened, the Incident is classified as an Outage, and the Outage affects all Orange customers. The calculation of the Service Interruption starts when the GCSC creates the Incident Report concerning the Outage and ends when the GCSC closes the Incident Report.

1.3.3 If the actual Service Interruption exceeds the Service Interruption Service Level, then Customer will be entitled to receive a credit against one (1) month of the Qualifying Charges applicable during the relevant Year for all Locations as follows:

**E = Total amount of time during the year by which Orange exceeds the Service Interruption Service Level**

Service Interruption	Service Level Credit
E ≤ 2 hours	10% of 1 month Qualifying Charges for Locations
2 hours < E ≤ 4 hours	20% of 1 month Qualifying Charges for Locations
4 hours < E ≤ 6 hours	30% of 1 month Qualifying Charges for Locations
E > 6 hours	50% of 1 month Qualifying Charges for Locations

In no event will the cumulative maximum amount of Service Level that Customer is entitled to receive pursuant to this Clause A1.3 exceed 50% of 1 month of the Qualifying Charges for all Locations in the Year.

**1.4 Service Levels for Guaranteed Response Time and Guaranteed Restore Time**

**1.4.1 Guaranteed Response Time**

The Service Level for Guaranteed Response Time applies only to Incidents other than Outages. Orange commits to a Service Level for Guaranteed Response Time of 4 Hours.

If the actual Response Time exceeds the Guaranteed Response Time Service Level, then Customer will be entitled to receive a credit equal to 25% of Qualifying Charges for the Location where the Incident occurred; provided that the cumulative maximum amount of Service Level credit per Location that Customer is entitled to receive during each Year cannot exceed one hundred percent (100%) of the Qualifying Charges for the affected Location.

**1.4.2 Guaranteed Restore Time**

The Guaranteed Restore Time applies only to Outages, and excludes all other Incidents. Orange commits to a Service Level for Guaranteed Restore Time of 4 hours.

If the actual Restore Time exceeds the Guaranteed Restore Time Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the Location where the Outage occurred as follows; provided that the cumulative maximum amount of Service Level credit per Location that Customer is entitled to receive during each Year cannot exceed one hundred percent (100%) of the Qualifying Charges for the affected Location.

**E = Total Amount of Time by which Orange Exceeds the Guaranteed Restore Time Service Level**

	Service Level Credit
E ≤ 1 hour	10% of the Qualifying Charges
1 hour < E ≤ 2 hours	20% of the Qualifying Charges
2 hours < E ≤ 3 hours	30% of the Qualifying Charges
E > 3 hours	50% of the Qualifying Charges

**1.5 Remedies**

In no event shall the credits Customer is entitled to receive under Clause A1.3 (Service Level for Service Interruption) and Clause A1.4 (Service Levels for Guaranteed Response Time and Guaranteed Restore Time) for all Incidents, including Outages, in any Year exceed one hundred percent (100%) of two (2) months of the Qualifying Charges for the Service. In addition, if Customer also receives a Network Service from Orange for use with the Service (e.g. Orange IP VPN Service), then Customer will be entitled only to credits under one of the SLAs provided for the Network Service and this SLA for the same Incident(s). If Customer is also entitled to receive credits under a separate SLA as a result of similar Incident (e.g. the Orange IP VPN SLA), then Customer shall only receive the greater of the credits due and owing to Customer under this SLA or the other. In no event shall Customer receive credits under both this SLA and any other SLA for the same Incident.

**1.6 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 meet the Service Levels under this Service Level Agreement. Customer will not be entitled to any remedies set out in this SLA unless, and the Service Levels will apply only if,

Customer receives support for the Service from an Orange Customer Service Manager ("**CSM**"), which will be subject to separate terms and conditions and charges. Notwithstanding anything to the contrary contained herein, if Customer does not receive support from an Orange CSM for the Service, all Service Levels will be deemed performance level targets ("**SLOs**" or "**Service Level Objectives**") only and for which there are no remedies, financial or otherwise, associated with non-achievement of the SLOs.

- (b) The Orange Scheduled Maintenance or emergency maintenance of the Service, if 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 SLA 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) Unless otherwise specified, the measurement period for all Service Levels (or SLOs, as described in Clause A1.6(a) above) commences on the first day of the calendar month and ends on the last day of the calendar month.
- (e) Service Levels (or SLOs, as described in Clause A1.6(a) above) will be measured from the first full month following the Date of Acceptance of the Service at the relevant Location.
- (f) 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, and Service Levels expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental conditions, power outages, any network or equipment provided by Customer or a third party, or by any other act or omission of Customer or any Customer-authorized user of the Service.

**END OF ANNEX 1 - SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE SERVICE**