



1 SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICES

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels and Service Level Objectives ("**SLO**") applicable to Open Videopresence Flexible Premium Services. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA. The SLOs are targets only; there are no remedies, financial or otherwise, associated with non-achievement of SLOs.

1.2 Definitions

As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 1.2. 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 Orange Open Videopresence Flexible Premium Services or elsewhere in the Agreement.

"**VNOC**" means the Orange Video and Network Operating Center.

"**MTTR**" means Mean Time To Restore the Services.

"**Outage**" means the non-availability of the Open Videopresence Flexible Premium Services at a Location, specifically that Customer or any User cannot conduct meetings using the Open Videopresence Flexible Premium Services.

"**Qualifying Charges**" means the Open Videopresence Flexible Premium Services monthly Charges for a Location incurred by Customer during the month immediately preceding the month in which the Outage occurred, excluding any other monthly usage or recurring charges, Tail Circuit charges and all one-time charges (e.g. installation, project management, and professional services charges).

"**Tapis Rouge Qualifying Charges**" means the Tapis Rouge option monthly Charges for an endpoint incurred by Customer during the month immediately preceding the month in which the Service Level for concierge services is not achieved.

"**Scheduled Maintenance**" means routine maintenance scheduled by Orange to implement generic changes to, or updates of Open Videopresence Flexible Premium Services.

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 herein 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 Open Videopresence Flexible Premium Services in accordance with the Service Description for Open Videopresence Flexible Premium Services or this SLA. Customer will be entitled to the remedies set out in this SLA only for Service Levels applicable to Availability, Room Availability (advanced option only), Mean Time to Restore, Concierge Services (Tapis Rouge option only), and Booking and Scheduling Quality (Tapis Rouge option only), Notwithstanding anything to the contrary contained herein, if Orange only provides Customer with standard Open Videopresence Flexible Premium Services (i.e. Customer did not order the advanced option or Tapis Rouge option) the Service Levels for Room Availability, Concierge Services, and Booking and Scheduling Quality 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.
- (b) 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 Customer alleges that the Service Level was not achieved. 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.
- (c) In no event will total credits due for any unachieved Service Levels in any month for a Location exceed 100% of the Qualifying Charges for Open Videopresence Flexible Premium Services at that Location in that month.
- (d) In no event will total credits due for any unachieved Service Levels exceed 200% of the monthly Qualifying Charges for Open Videopresence Flexible Premium Services at a Location for a one-year period.
- (e) This SLA will apply to endpoints connected on IP VPN Service or Business VPN Service only. They do not apply to dedicated endpoints or endpoints with ISDN or Internet connectivity.
- (f) Orange Scheduled Maintenance or emergency maintenance, 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 Open Videopresence Flexible Premium Services.

- (g) Outages related to the Orange booking portal, ISDN, and internet gateways will be excluded from calculation of any service credits.
- (h) Unless otherwise specified, the measurement period for all Service Levels (or SLOs, as described in Clause 1.3(a) above) commences on the first day of the Month and ends on the last day of the Month.
- (i) Service Levels (or SLOs as described in Clause 1.3(a) above) will be measured from the first full Month following the Date of Acceptance of the Open Videopresence Flexible Premium Services at the relevant Location.
- (j) Customer shall not be entitled to service credits on for non-achievement of any Service Level described in this SLA to the extent Customer is entitled to service credits for the same Incident affecting another Service.
- (k) With respect to the Service level for Mean Time to Restore, Customer must provide Orange with all information and assistance reasonably required by Orange to remedy an Outage, including providing remote troubleshooting or diagnostics assistance and access to the Location to conduct any on-site repair(s) that may be needed.
- (l) With respect to the Service Level for Room Availability, an Outage relating to a malfunctioning of WAN or Customer's Network will be expressly excluded from the corresponding Outage time.
- (m) 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, environmental conditions, power outages, failures of TO exchanges, 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 Open Videopresence Flexible Premium Services.
- (n) Customer will not be entitled to any remedies set out in this SLA unless, and Service Levels will apply only if, Customer purchases Service Select Extended – Service Support and Service Delivery as described in the Service Description for Service Select for Open Videopresence Flexible Premium.

1.4 Service Level for Availability of the Open Videopresence Flexible Premium Services

1.4.1 Service Level Measurement

The Availability of Open Videopresence Flexible Premium Services is based on the weighted impact of the Service Outages due to the Open Videopresence Flexible Premium Services platform. Service Availability is calculated on a monthly basis and is based on the Orange outage trouble ticketing system.

$$\text{Service Availability} = 100 \times \frac{(\text{Observation Period in Hours} - \text{Total Room Outage Time in Hours})}{\text{Observation Period in hours}}$$

Open Videopresence Flexible Premium Service Availability Target $\geq 99.99\%$

If the applicable Service Level for Availability is not achieved, Customer shall be entitled to a credit equal to 0.5% of the Qualifying Charges per 0.1% below the Service Level for the affected Location, up to a maximum of one hundred percent (100%) of the Qualifying Charges per year per Location.

1.5 Service Level for Room Availability

1.5.1 Service Level Measurement

Customer must purchase the advanced option, as described in the Service Description for Open Videopresence Flexible Premium Service, for the Room Availability Service Level to apply. Room Availability is calculated on a monthly basis and is based on the Orange trouble ticketing system. When Customer reports an Incident to the VNOC or when an Incident is proactively identified by the VNOC, the VNOC will register the Incident and provide Customer with a trouble ticket number. If an Outage is confirmed by the VNOC, the time during which a Room Availability is measured will start as of the receipt of Customer's call regarding the Incident by the VNOC and will end when the VNOC notifies Customer that the Open Videopresence Flexible Premium Services have been restored.

$$\text{Room Availability} = 100 \times \frac{(\text{Observation Period in Hours} - \text{Total Room Outage Time in Hours})}{\text{Observation Period in hours}}$$

Open Videopresence Flexible Premium Service Room Availability Target $\geq 99.5\%$

If the applicable Room Availability Service Level is not achieved, Customer shall be entitled to a credit equal to 0.5% of the Qualifying Charges per 0.1% below the Service Level for the affected Location, up to a maximum of one Qualifying Charge per year.

1.6 Service Level for Mean Time To Restore

Mean Time to Restore is measured on a monthly basis and is based on the Orange trouble ticketing system. When Customer reports an Incident to the VNOC, the VNOC will register the Incident and provide Customer with a trouble ticket number. If the VNOC confirms an Outage, upon receipt of Customer's call regarding the Incident, the time during which the Mean Time to Restore Service is measured will start as of the receipt of Customer's call by the VNOC and will end when the VNOC notifies Customer that the Open Videopresence Flexible Premium Services have been restored.

Incidents Reports are assigned one of the following Severity Levels, which Orange may modify from time to time:

- Severity Level 1: Outage of Service
- Severity Level 2: Outage of Service and on-site maintenance is required on next Business Day (1)
- Severity Level 3: Degradation of Service
- Severity Level 5 (2): Service Not Affected / Chronic Incident Management.
 - (1) Outage of Service Incident may be degraded to Severity Level 2, in case on-site maintenance is required and possible only on the next Business Day (e.g. where the Location is accessible only during Business Hours or where the Vendor on-site maintenance contract provides for maintenance to be performed only during Business Hours).
 - (2) There is no Severity Level 4.

If one of the applicable MTTR Service Levels is not achieved, Customer shall be entitled to a credit equal to 0.5% of the Open Videopresence Flexible Premium Services Qualifying Charges for each Location, up to a maximum of one monthly Open Videopresence Flexible Premium Services subscription per year.

Average MTTR	Severity Level 1 incidents	4 Hours
Average MTTR	Severity Level 2 and 3 incidents	48 Hours

1.7 Service Level for Concierge Services**1.7.1 Call Answering Quality (CaQ) and Delay to Answer (DA)**

Orange offers the following SLO for CaQ and DA within 15 seconds (DA15) as part of its standard Open Videopresence Flexible Premium Services offering:

CaQ = Percentage of answered calls / presented calls	≥ 95%
DA15 = Percentage of calls answered in less than 15s	≥ 85%

If Customer has purchased the Tapis Rouge option, as described in the Service Description for Open Videopresence Flexible Premium Services, Orange will provide SLAs for CaQ and DA15 as follows:

CaQ = Percentage of answered calls / presented calls	≥ 96%
DA15 = Percentage of calls answered in less than 15s	≥ 90%

If one of the applicable Call Answering Quality Service Levels is not achieved, Customer shall be entitled to a credit equal to 50% of the Tapis Rouge Qualifying Charges for each Location, up to a maximum of 3 credits per year per Service Level.

1.7.1.1 Service Level Measurement

Call Answering Quality Service Levels are calculated on a monthly basis and are based on the Orange VNOC reporting.

1.7.2 Booking and Scheduling Quality

Orange offers the following SLO for Booking and Scheduling as part of its standard Open Videopresence Flexible Premium Services offering:

Delay to confirm or decline a Customer booking request (creation, change or cancellation), by phone or through the Videoconferencing Web Portal.	Maximum 1 hour for 90% of the meetings.
--------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

If Customer has purchased the Tapis Rouge option, Orange will provide SLAs for Booking and Scheduling as follows:

Delay to confirm or decline a Customer booking request (creation, change or cancellation), by phone or through the Videoconferencing Web Portal.	Maximum 1 hour for 90% of the meetings.
--------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

If Customer purchases the Tapis Rouge option and the Booking and Scheduling Quality SLA is not achieved for at least one meeting, Customer shall be entitled to a credit equal to 50% of the Tapis Rouge Qualifying Charges for each Location, up to a maximum of 3 credits per year. Booking and Scheduling Quality Service Levels are calculated on a monthly basis and are based on the Orange VNOC reporting.

END OF SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICES