

## PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER AS A SERVICE

### 1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to Business Together as a Service. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, and/or other remedies, each set out in this SLA. Customer's entitlement to receive remedies under this SLA is subject to the conditions and exclusions detailed in Clause 1.5 below.

All capitalized terms used but not defined herein will have their meanings set out in the Agreement, the General Conditions, the Specific Conditions for Orange Professional Services, the Specific Conditions for Orange Cloud Services, and/or the Service Description for Business Together as a Service.

### 1.2 Definitions

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 prevail for purposes of this SLA.

**"Acknowledged Change"** means a request for change received by Orange Change Management Desk that has been acknowledged to Customer that the request is clear and has all the necessary information to process it.

**"Availability"** means the availability for use by the User of a Service, as further described in Clause 1.3.3.

**"Business Hours"** means Orange's normal business hours in each country or jurisdiction where Customer's Locations are situated, which are generally from 9:00 A.M. to 5:00 P.M., unless otherwise specified in the Agreement.

**"Case"** 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. Cases are opened reactively when Customer reports an Incident, or proactively when Orange detects an Incident and issues an alarm.

**"Data Center"** means the facility used to house computer systems and associated components of the core Business Together as a Service infrastructure.

**"Downtime"** means the total time to restore all Severity Level-1 Incidents during the Reporting Period plus any time required for unplanned maintenance, subject to the exclusions listed in Clause 1.5.

**"Dual Equipment Location"** means any Remote Location equipped with two or more pieces of Equipment.

**"Equipment"** means survivable branch appliance (SBA) or PSTN gateway device provided by Orange as part of the System which is normally located at Remote Locations.

**"Incident"** means an unplanned interruption to the Service or a reduction in the quality of 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 Orange detects an Incident and issue an alarm.

**"Instant Messaging"** or **"IM"** means the exchange of near real-time messages through a standalone application or embedded software.

**"Measurement Period"** means the total time during which Orange provides the Service during the Reporting Period, less any time during a Scheduled Maintenance and/or any other maintenance time agreed with Customer.

**"Month"** or **"Monthly"** means a calendar month.

**"No Equipment Location"** means any Remote Location with no Equipment.

**"Outage"** means the non-availability of the managed unified communications service at a Location, which prevents Customer or User from: (a) sending or receiving calls; (b) sending or receiving instant messages, i.e. near real-time messages; (c) accessing conference calls; and (d) using ecosystem components provided as part of the Service.

**"Presence"** means showing the state of the device or user (available, busy, on a call, and so forth).

**"Qualifying Charges"** means the Monthly recurring charges for the Service at a Location.

**"Ready for Service"** or **"RFS"** means the confirmation sent by Orange to Customer to indicate the change request was implemented successfully.

**"Remote Locations"** means Locations that are not Orange Data Centers equipped for Business Together as a Service - Managed Services. These may be Customer premises, third party Data Centers, or other Orange premises.

**"Remote WAN Availability Percentage"** is based on the applicable access method for the Location as agreed between Customer and Orange and described in the Service Level Agreement for Business VPN Service and/or its optional features, as applicable, and/or otherwise described in SOW or written agreement by and between the Parties.

**"Reporting Period"** means each Month unless otherwise indicated by Orange.

**"Restore Time"** means the elapsed minutes from the time a Case is opened until the time Orange has provided all Incident Management – Service Restoration Service, including restoring the Equipment to proper operational condition.

**"Right First Time (RFT)"** means the successful implementation of the Acknowledged Change from the first implementation attempt.

**"Scheduled Maintenance"** means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, or new release of, the Orange systems (including associated software and hardware configurations) and the Orange Network supporting the Service.

**"Service Availability"** means the Measurement Period less any Downtime.

**"Service Component"** a service feature or component (e.g. IP telephony, Instant Messaging, audio conference, web conference, etc.) described in Clause 1.3 (Service Features and Components) of the Service Description for Business Together as a Service and that is accessible under the User's profile.

**"Service Level"** means the target service level for Service. Failure to achieve a Service Level will entitle Customer to the service level credits, as set out in this SLA.

**"Service Level Objective"** or **"SLO"** means an objective service level guide applicable to the Service. There are no remedies, financial or otherwise associated with the non-achievement of Service Level Objectives.

**"Severity Level-1 Incident"** means an Outage or non-availability of the telephone, voicemail or Instant Messaging services, which prevents more than 50% of the Users at a Location from using the telephone, voicemail or Instant Messaging services.

**"Severity Level-2 Incident"** means an Outage or non-availability of the telephone, voicemail, or Instant Messaging services, which prevents more than 25% and not more than 50% of the Users at a Location from using the telephone, voicemail, or Instant Messaging services.

**"Severity Level-3 Incident"** means an Outage or non-availability of the telephony, voicemail, Instant Messaging services, which prevents not more than 25% of the Users at a Location from using such telephony, voicemail or Instant Messaging services.

**"Single Equipment Location"** means any Remote Location equipped with only one piece of Equipment.

**"System"** means the hardware and software that is provided by Orange as part of the Service.

**"Third Party Intervention"** means intervention by any person or entity that is not an employee or subcontractor of Orange.

### 1.3 Incident Management – Service Level Objectives & Service Levels

Incident Management includes Incident Response, Service Restoration (with or without Field Engineer (FE)), and Service Availability.

#### 1.3.1 Incident Response – Service Level Objectives

After Customer notifies Orange Service Desk about an Incident, Orange will use reasonable efforts to respond to Customer within (a) fifteen (15) minutes for Severity Level-1 Incidents; (b) forty-five (45) minutes for Severity Level-2 Incidents; and (c) sixty (60) minutes for Severity Level-3 Incidents, for no less than 90% of all Incidents calls placed by Customer during a Reporting Period. For the avoidance of doubt, this is SLO, not Service Level commitment.

**Table 1: Service Level Objective for Incident Response**

Severity	Respond to Call Within	Type	Service Level Target
Severity 1	15 Minutes	SLO	90%
Severity 2	45 Minutes	SLO	90%
Severity 3	60 Minutes	SLO	90%

#### 1.3.2 Service Restoration

##### 1.3.2.1 With Field Engineer (FE) Intervention

The Service Levels and/or the Service Level Objectives for Service Restoration where a Field Engineer is required to resolve the matter (FE Intervention):

- are calculated on a quarterly basis;
- will only apply if there is a Severity Level-1 Incident;
- will only apply if the Severity Level-1 Incident is reported to the Orange Global Customer Support Centre (GCSC) by Customer and an Incident Report has been opened; and
- will vary, depending on the Location classification given to such Location.

The following will be excluded from the Service Levels and/or the Service Level Objectives for Service Restoration with FE Intervention:

- all non-hardware Incidents (e.g. circuit and software-related Incidents);
- Incidents for Locations that have not been accurately identified by Customer;
- Incidents for Locations that have been operational for less than 30 days; and
- Incidents where the Field Engineer (FE) is prevented from meeting a Service Level due to Customer delaying access to the Location or Equipment.

1.3.2.1.1 Severity Level-1 Incidents – Service Level Agreement

The Service Levels for Service Restoration with FE Intervention for Severity Level-1 Incidents are set out in Table 2.

**Table 2: Severity Level-1 Incidents – With FE Intervention**

Location Classification	Distance (D) from Orange Business Services City (km)			Hour Coverage	Service Level Target	Services		
	D < 50	50 < D < 100	100 < D < 200			Max Time to Restore	Type	Period
Data Center Location	X			24x7	90%	< 4 Hours (telephony) < 10 Hours (voicemail, IM & Presence, Attendant Console, Contact Center)	SLA	Quarter
Dual Equipment Location	X			24x7	90%	< 6 Hours	SLA	Quarter
		X			90%	< 8 Hours	SLA	Quarter
			X		90%	< 12 Hours	SLA	Quarter
Single Equipment Location	X			Business Hours	90%	< 6 Business Hours	SLA	Quarter
		X			90%	< 8 Business Hours	SLA	Quarter
			X		90%	< 12 Business Hours	SLA	Quarter
No Equipment Location	Not Applicable						SLA	Quarter

For any Customer site having a distance above 200 kilometers from an Orange maintenance center, Orange may propose a commercially reasonable endeavor Mean Time To Repair (MTTR).

The Service Level for Service Restoration with FE Intervention for Severity Level-1 Incidents is calculated as follows:

$$\frac{\text{Number of Severity Level-1 Incidents which required FE intervention where Orange met the Restore Time Service Level}}{\text{Total Number of Severity Level-1 Incidents which required FE intervention}}$$

For example: Where: (a) Customer placed 296 Incident calls; (b) out of these (i.e. (a)), only 30 Incidents were identified as Severity Level-1 Incidents; (c) out of these (i.e. (b)), only 27 Incidents required on-site Field Engineer Interventions during the quarter; and (d) Orange restored the Equipment to proper operational condition within the Service Restoration Service Level on 26 of those Incidents, then the Service Level achieved for the quarter would be calculated as follows:

$$26 / 27 = 0.96 \text{ or } 96\%$$

1.3.2.1.2 Severity Level-2 Incidents – Service Level Objectives

The Service Level Objectives for Service Restoration with FE Intervention for Severity Level-2 Incidents are set out in Table 3.

**Table 3: Severity Level-2 Incidents – With FE Intervention**

Location Classification	Distance (D) from Orange Business Services City (km)			Hour Coverage	Service Level Objective	Services		
	D < 50	50 < D < 100	100 < D < 200			Max Time to Restore	Type	Period
Data Center Location	X			24x7	90%	< 8 Hours (telephony) < 12 Hours (voicemail, IM & Presence, Attendant Console, Contact Center)	SLO	Quarter
Dual Equipment Location	X			24x7	90%	< 8 Hours	SLO	Quarter
		X			90%	< 10 Hours	SLO	Quarter
			X		90%	< 14 Hours	SLO	Quarter
Single Equipment Location	X			Business Hours	90%	< 8 Business Hours	SLO	Quarter
		X			90%	< 10 Business Hours	SLO	Quarter
			X		90%	< 14 Business Hours	SLO	Quarter
No Equipment Location	Not Applicable						SLO	Quarter

The Service Level Objective (SLO) for Service Restoration with FE Intervention for Severity Level-2 Incidents is calculated as follows:

$$\frac{\text{Number of Severity Level-2 Incidents which required FE intervention where Orange met the Restore Time Service Level}}{\text{Total Number of Severity Level-2 Incidents which required FE intervention}}$$

For example: Where (a) Customer placed 296 Incident calls; (b) out of these (i.e. (a)), only 74 Incidents were identified as Severity Level-2 Incidents; (c) out of these (i.e. (b)), only 43 Incidents required on-site Field Engineer Interventions during the quarter; and (d) Orange restored the Equipment to proper operational condition within the Service Restoration Service Level Objective on 41 of those Incidents, then the Service Level Objective achieved for the quarter would be calculated as follows:

$$41 / 43 = 0.95 \text{ or } 95\%.$$

1.3.2.1.3 **Severity Level-3 Incidents – Service Level Objectives**

The Service Level Objectives for Service Restoration with FE Intervention for Severity Level-3 Incidents are set out in Table 4.

**Table 4: Severity Level-3 Incidents – With FE Intervention**

Location Classification	Distance (D) from Orange Business Services City (km)			Hour Coverage	Service Level Objective	Services		
	D < 50	50 < D < 100	100 < D < 200			Max Time to Restore	Type	Period
Data Center Location	X			24x7	90%	< 8 Hours (telephony) < 12 Hours (voicemail, IM & Presence, Attendant Console, Contact Center)	SLO	Quarter
Dual Equipment Location	X			24x7	90%	< 8 Hours	SLO	Quarter
		X			90%	< 10 Hours	SLO	Quarter
			X		90%	< 14 Hours	SLO	Quarter
Single Equipment Location	X			Business Hours	90%	< 8 Business Hours	SLO	Quarter
		X			90%	< 10 Business Hours	SLO	Quarter
			X		90%	< 14 Business Hours	SLO	Quarter
No Equipment Location	Not Applicable						SLO	Quarter

The Service Level Objective (SLO) for Service Restoration with FE Intervention for Severity Level-3 Incidents is calculated as follows:

$$\frac{\text{Number of Severity Level-3 Incidents which required FE intervention where Orange met the Restore Time Service Level}}{\text{Total Number of Severity Level-3 Incidents which required FE intervention}}$$

For example: Where (a) Customer placed 296 Incident calls; (b) out of these (i.e. (a)), only 192 Incidents were identified as Severity Level-3 Incidents; (c) out of these (i.e. (b)), only 32 Incidents required on-site Field Engineer Interventions during the quarter; and (d) Orange restored the Equipment to proper operational condition within the Service Restoration Service Level Objective on 31 of those Incidents, the Service Level Objective achieved for the quarter would be calculated as follows:

$$31 / 32 = 0.96 \text{ or } 96\%.$$

1.3.2.2 **Without Field Engineer (FE) Intervention – Service Level Agreement**

The Service Levels for Service Restoration without FE Intervention are set out in Table 5 and are calculated on a quarterly basis.

**Table 5: Service Level Agreement for Service Restoration Without FE Intervention**

Severity Level	Service Levels	Restore Time	Type	Measuring Period
Severity Level-1	90%	< 4 hours	SLA	Quarter
Severity Level-2	90%	< 8 hours	SLA	Quarter
Severity Level-3	90%	< 12 hours	SLA	Quarter

The Service Level for Service Restoration without FE Intervention is calculated as follows:

$$\frac{\text{Number of Incidents which did not require FE Intervention where Orange met the Restore Time Service Level}}{\text{Total Number of Incidents which did not require FE Intervention}}$$

For example: Where (a) Customer placed 296 Incident calls; (b) out of these (i.e. (a)), 194 Incidents did not require FE Interventions during the quarter; and (c) Orange restored the Equipment to proper operational condition within the Service Restoration Service Level on 191 of those Incidents, the Service Level achieved for the quarter would be calculated as follows:

$$191/194 = 0.98 \text{ or } 98\%.$$

The following will be excluded from the Service Level for Service Restoration without FE Intervention:

- (i) all hardware Incidents (e.g. gateways, phones and cards);
- (ii) Incidents for Locations that have not been accurately identified by Customer; and
- (iii) Incidents for Locations that have been operational for less than 30 days.

**1.3.2.3 Remedies**

Subject to the exclusions set out in Clause 1.3.2.1 and Clause 1.3.2.2, Orange will issue the following service credits in respect of the Locations for which the Service Levels provided in Clause 1.3.2.1.1 and Clause 1.3.2.2 are not met.

The service credits will be calculated as one thirtieth (1/30th) of the Qualifying Charge for the Service each hour of the Incident (as set forth in Clause 1.3.2.1.1 and Clause 1.3.2.2) up to a maximum of 100% of Qualifying Charges for the Location where such Incident occurred. All credits will be pro-rated on a per minute basis.

Example: If the Service at Location is down for 1.5 hours, then the service credits will be calculated as follows: 1.5 hours x 1/30 x Qualifying Charge.

**1.3.3 Service Availability – Service Level Agreement**

Service Availability Service Levels will apply only to Severity Level-1 Incidents. The Service Availability Service Levels are calculated using Severity Level-1 Incidents reported by Customer during the Reporting Period. The total uptime of the Service ("**Service Availability**") shall be expressed as a percentage and is calculated using the following formula:

$$\frac{(\text{Total theoretical uptime of the Service during Measurement Period} - \text{Downtime during Measurement Period})}{\text{Measurement Period}} \times 100$$

Each Location will be classified either as: (a) a Data Center Location, (b) a Dual Equipment Location, (c) a Single Equipment Location or (d) a No Equipment location. Such classification will be made by Orange and based on the type of Orange network infrastructure and resilience at a particular Location that is used to deliver the Service to Customer and will be discussed and agreed with Customer on a Location by Location basis.

The Service Level for Service Availability during each Reporting Period is as set out in Table 6.

**Table 6: Service Availability Service Levels**

Location Type	Network Infrastructure	Data Center Location	Dual Equipment Location	Single Equipment Location	No Equipment Location
Service Level	Orange Provided	99.95%	99.90% × Remote WAN Availability Percentage	99.45% × Remote WAN Availability Percentage	No Commitment
	Third Party Provided	Not Applicable	No Commitment		
	Any Internet Connection				

**1.3.3.1 Exclusions**

There is no Service Availability Service Level for:

- (a) Locations with non-Orange network infrastructure;
- (b) Locations with Internet connections network infrastructure; and/or
- (c) Console applications installed on a User's laptop or where Service Components are not provided by Orange.

### 1.3.3.2 Service Credits for Failure to Achieve Service Availability Service Levels

If the actual Service Availability is less than the Service Availability Service Level provided in Clause 1.3.3 (Service Availability – Service Level Agreement) above, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Users where the Severity Level-1 Incident occurred in accordance with Table 7. Orange will remit the following credits for the Locations for which the Service Level Target provided in Clause 1.3.3 was not met, in accordance with Table 7, up to a maximum of 15% of Qualifying Charges for the Location where the Severity Level-1 Incident occurred. All credits will be pro-rated on a per minute basis.

**Table 7: Service Credits for Failure to Achieve Service Availability Service Levels**

When Orange performance for the Month falls below the target service level by <=1%.	5% of the Qualifying Charges applicable to each Location for which Orange did not meet the Service Level target.
When Orange performance for the Month falls below the target service level by >1% but <5%.	10% of the Qualifying Charges applicable to each Location for which Orange did not meet the Service Level target.
When Orange performance for the Month falls below the target service level by =>5%.	15% of the Qualifying Charges applicable to each Location for which Orange did not meet the Service Level target.

### 1.3.3.3 Additional Remedies for Failure to Achieve Service Availability Service Levels

In addition to the credits provided in Clause 1.3.3.2 above for failure to achieve the Service Availability Service Levels, Customer will be entitled to:

- (a) cancel the Service at the affected Remote Location if the cumulative maximum credit for the Service Availability Service Level for such Remote Location is due in 2 consecutive Months, or in any 4 Months during any 12-Month rolling period, by giving Orange at least 30 days prior written notice; or
- (b) cancel the Service at all Locations if the cumulative maximum credit for the Service Availability Service Level for all Locations is due in any 3 quarters during any 12-Month rolling period, by giving Orange at least 30 days prior written notice.

For purposes of this Clause 1.3.3.3, a "**12-Month rolling period**" means a period of 12 consecutive Months determined on a rolling basis, with a 12-Month period starting anew immediately after the end of the preceding 12-Month cycle. For example, if the first 12-Month rolling period is from June 1, 2018 through May 31, 2019, then the next 12-Month cycle will start on June 1, 2018 and end on May 31, 2019, and so on.

### 1.3.4 Calculation of Service Credits for Failure to Achieve Multiple Service Levels

If Customer is entitled to receive service credits under the Service Levels provided in Clause 1.3.3 (Service Availability – Service Level Agreement) and under any Service Level provided in Clause 1.3.2 (Service Restoration) arising from the same or similar Incident, then Customer shall receive only the greater of the service credits due and owing to Customer under the applicable Service Levels in Clause 1.3.3.2 (Service Credits for Failure to Achieve Service Availability Service Levels) and in any applicable Service Level provided in Clause 1.3.2 (Service Restoration), subject to all conditions and exclusions as set forth in this SLA. In no event shall Customer receive service credits under the Service Levels provided in both Clause 1.3.3 and Clause 1.3.2 for the same or similar Incident.

## 1.4 Change Management and Right First Time Rate – Service Level Agreement

Right First Time Rate (RFTR) is the ratio between the number of Acknowledged Changes implemented successfully from the first time and the number of Acknowledged Changes having been requested within the Measurement Period and is expressed in percentage as set forth below.

$$\text{RFTR} = \frac{\text{Number of Acknowledged Changes implemented successfully from the first time (RFT)}}{\text{Number of Acknowledged Changes requested during the Measurement Period}} \times 100$$

RFTR is the Service Level for Change Management. Measurement Period is Monthly.

A minimum of ten (10) Acknowledged Change requests needs to be collected and accumulated within one single Measurement Period in order to have a representative sample for valid computation of RFTR Service Level. If there is a RFTR Service Level failure in one Month, and if in such Month the number of Acknowledged Change requests is below the aforementioned minimum threshold, such failure shall not give rise to any service credit, and the RFTR Service Level shall be re-calculated with the next ten (10) Acknowledged Change requests, if any, which are made in a subsequent single Measurement Period.

If the RFTR Service Level is lower than 90%, subject to all conditions and exclusions set forth in Clause 1.5 and in this Clause 1.4, Customer is entitled to receive a service credit of 25 Euro per failed Acknowledged Change, up to a maximum of 500 Euro per Measurement Period.

## 1.5 Conditions and Exclusions

Notwithstanding anything to the contrary 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) Service Levels are measured on a Monthly, quarterly, or annual basis, as set forth below.
- (b) Service Levels will apply from the start of the first full Month following the Date of Acceptance.

- (c) Beta, trial, proof of concept or pilot services (as determined by Orange) are excluded from this SLA.
- (d) Notwithstanding anything to the contrary contained herein, all Service Levels Objectives (SLOs) provided by Orange shall be deemed objective service level guides only; and Customer shall not be entitled to any remedies, financial or otherwise, associated with any non-achievement by Orange of such SLOs.
- (e) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the Service. Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the Measurement Period 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.
- (f) Customer must exercise any right to terminate the Service provided under this SLA within 60 days of the breach giving rise to Customer's right to terminate at the affected Locations. If Customer does not notify Orange in writing of its election to terminate the Service within the 60-day period, then Customer's right to terminate such Services in connection with such breach will lapse.
- (g) Any termination of the Service by Customer due to Orange's failure to meet any Service Level under this SLA will be without financial liability to Customer, other than Customer's liability to pay for the Business Together as a Service before the effective date of termination.
- (h) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from a failure of network services or equipment being provided by a third party (other than a Subcontractor) or resulted from the refusal of any third party (other than a Subcontractor) to cooperate with Orange in resolution of the Incident.
- (i) In no event will the total credits due for any unachieved Service Level in any Month exceed 100% of the aggregate Monthly recurring Qualifying Charges for the Business Together as a Service at the affected Location(s) in that Month.
- (j) In no event will the annual total credits due for all unachieved Service Levels exceed 50% of the aggregate recurring Qualifying Charges for the Service in that year.
- (k) In no event will Customer be entitled to receive 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, WAN failure, LAN failure, Trunk failure, DHCP failure, Active Directory failure, or corruption outside the control of Orange, software bug that requires a permanent fix or workaround solution developed by the vendor, PC multimedia failure, any IPT network component or equipment not managed by Orange as part of the Service, power failure, any service provided by a third party, or by any act or omission of Customer, User, or an agent of Customer or User, or of any Customer-authorized user of the Service.
- (l) Orange's failure to comply with the Service Level will not relieve Customer from its obligation to pay the Charges.

**END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER AS A SERVICE**