

## PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER – AVAYA

### 1.1 Introduction

This SLA describes the Service Levels applicable to the Business Together Avaya Services. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA.

### 1.2 Definitions

As used in this SLA, the following capitalized terms will have the meanings defined 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 Business Together - Avaya or elsewhere 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.

**"Qualifying Charges"** means the monthly recurring Charges for the Business Together – Avaya Services at a Location.

**"Repair Time"** means elapsed hours and minutes from the time the Orange field engineer arrives at the Location until the time the Equipment is restored to Proper Operational Condition.

**"Response Time"** means the elapsed hours and minutes from the time a Case is opened and until the time the Orange field engineer arrives at the Location.

**"Restore Time"** means the elapsed hours and minutes from the time a Case is opened until the time Orange has provided all Incident Management - Service Restoration Services, including restoring the Equipment to Proper Operational Condition.

**"Scheduled Maintenance"** means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Orange systems and network (and associated software and hardware configurations) supporting the Business Together - Avaya Services.

**"Server Documentation"** means the IP PBX or Voice Mail Application Servers configuration and related software originally provided with the IP PBX or Voice Mail Application Servers and all updates and revisions thereto.

**"Service Center"** means the location from which an Orange field engineer is dispatched to provide On-site Maintenance Services or other Incident Management - Service Restoration Services, as applicable, at a Location.

**"Service Level Objective"** or **"SLO"** means the target Service Level objective applicable to the Business Together - Avaya Service. The SLOs are targets only; there are no remedies, financial or otherwise, associated with non-achievement of SLOs.

**"Severity Level-1 Incident"** is an Incident in the IP PBX or Equipment server managed by Orange that causes an outage or non-availability of the telephone or voicemail service supported by such IP PBX or Equipment server, which prevents more than 50% of the users from using the telephone or voicemail service.

**"Severity Level-2 Incident"** is an Incident in the IP PBX or Equipment server managed by Orange that causes an outage or non-availability of the telephone or voicemail service supported by such IP PBX or Equipment server, which prevents more than 25% of the users from using the telephone or voicemail service.

**"Severity Level-3 Incident"** is an Incident in the IP PBX or Equipment server managed by Orange that causes an outage or non-availability of the telephone or voicemail service supported by such IP PBX or Equipment server, which prevents less than 25% of the users from using the telephone or voicemail service.

**"Telephone Application Availability"** means the availability of the IP PBX in Customer's IPT network, as indicated by the presence of a ring tone at the phone and the ability to make calls with adequate voice quality.

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

**"Voice Mail Application Availability"** means the availability of Customer's Voice Mail application server in Customer's IPT network to allow inbound callers to leave voice messages and Users to retrieve voice messages.

### 1.3 Conditions and Exclusions

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 first full month following the Date of Acceptance.
- (c) All Service Levels are measured at the overall contract level, not at an individual Location, country, or regional level, unless otherwise specified.
- (d) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the Business Together - Avaya Services in accordance with the Service Description for Orange Business Together - Avaya Services for Avaya Equipment and this SLA.
- (e) 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 Business Together - Avaya Services 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 Business Together - Avaya Services 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 Business Together - Avaya Services 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 - Avaya Services 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 results from any act, delay, or omission of any other third party software licensor or service provider the day-to-day activities of which are not managed or controlled by Orange (including without limitation Avaya Inc.), a failure of network services or equipment provided by a third party (other than an Orange subcontractor) or resulted from the refusal of any third party (other than an Orange 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 Charges for the Business Together - Avaya Services at the affected Location(s) in that month.
- (j) 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, PC multimedia failure, any IPT network component or equipment not managed by Orange as part of the Business Together - Avaya Service, power failure, any service provided by a third party, any software bug that requires a patch or workaround solution developed by the Vendor, or by any act or omission of Customer, User, or an agent of Customer or User, or of any Customer-authorized user of the Business Together - Avaya Services.

**1.4 Service Levels for Incident Management - Maintenance**

**1.4.1 Service Levels.** The Service Levels set forth in this Clause 1.4.1 apply only to the On-site Maintenance Services provided as part of Incident Management – Maintenance. Orange provides the following three types of On-site Maintenance Services support:

- (a) **Premier On-Site Maintenance Support** applies only to Locations within 50 kilometers of a Service Center; all mission critical Equipment should be covered by Premier On-Site Support. A field engineer will arrive at the Location within **4 hours** after the call reporting the Incident is logged and Diagnostics has identified the need for on-site replacement of the Equipment. The field engineer will restore the Equipment to Proper Operational Condition within 3 hours of arrival at the Location.
- (b) **Standard On-Site Maintenance Support** applies only to Locations within 50 kilometers of a Service Center; this level of service may be appropriate for Equipment that is not mission critical. A field engineer will arrive at the Location within **4 Business Hours** after the call reporting the Incident and Diagnostics has identified the need for on-site replacement of the Equipment. The field engineer will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location.
- (c) **Basic On-Site Support.** A field engineer will arrive at the Location on the **next Business Day (NBD)** and will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location.

The following Service Levels are applicable, based on the type of On-site Maintenance Services support:

**Table 1: Onsite Response Times**

Service Level	Coverage	Arrival Times		Restore
		<50km	>50km	
Basic	8x5	NBD	NBD	3 Hours
Standard	8x5	4 Hours	NBD	3 Hours
Premier	24x7	4 Hours	NBD	3 Hours

The above is dependent on the Orange Business Services field engineer locations.

**1.4.2 Service Level Target.** Orange will meet the Service Levels set forth in Clause 1.4 (**Service Levels for Incident Management - Maintenance**) for no less than 90% of all calls made by Customer regarding Incidents that require On-site Maintenance Services during each quarter, calculated as follows:

(Total Number of Fault Calls for which Orange met the Response Time Service Level + Total Number of Fault Calls for which Orange met the Repair Time Service Level) / (Total Number of Fault Calls + Total Number of Fault Calls)

For example: Customer placed 296 Fault Calls requiring on-site Maintenance Services during the quarter. Orange meets the Response Time Service Level on 289 of those Fault Calls and restores the Equipment to Proper Operational Condition within the Repair Time Service Level on 286 of those Fault Calls. The performance percentage for the quarter will be calculated as follows: (289+286) / (296+296) = 0.97 or 97%.

1.4.3 **Remedies for Unmet Service Levels:** Subject to Clause 1.4.4 (Exclusions) below, Orange will remit the following credits for the units of Equipment for which the Service Level set forth in Clause 1.4.2 (Service Level Target) was not met.

**Table 2: Remedies**

When Orange’s performance for the quarter is within 80.00-89.99%	20% of the quarterly Charge for the Business Together – Avaya Incident Management Services applicable to each unit of Equipment for which Orange did not meet the Service Level target.
When Orange’s performance for the quarter falls below 80.00%	40% of the quarterly Charge for the Business Together Incident Management Services applicable to each unit of Equipment for which Orange did not meet the Service Level target.

1.4.4 **Exclusions.** The following will be excluded from the Service Level target for On-site Maintenance Services:

- All non-hardware Fault Calls (e.g. circuit and software-related Incidents);
- Calls made by Customer regarding Incidents for Locations that have not been properly and correctly identified by the Customer;
- Calls made by Customer regarding Incidents for Locations that have been operational for less than 30 days; Fault Calls for Locations that have been operational for less than 30 days;
- Calls made by Customer regarding Incidents for which Customer does not provide the Server Documentation; and
- Calls made by Customer regarding Incidents where the field engineer is prevented from meeting a Service Level due to Customer delaying access to the Location or Equipment.

**1.5 Service Levels for Incident Management - Service Restoration**

1.5.1 **Service Level Objectives for Fault Call Response.** Orange will use commercially reasonable efforts to answer or contact Customer in response to a call regarding an Incident placed by Customer for Equipment receiving Incident Management - Service Restoration within (a) thirty (30) 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 such calls regarding Incidents placed by Customer during each quarter.

1.5.2 **Service Levels for Service Restoration.** The Service Levels set forth in this Clause 1.5.2 apply only to Incident Management - Service Restoration services provided at Customer’s Location. Service Levels for Service Restoration are based on the Location type (e.g. Hub, Remote, etc.), which will be assigned to each Location by Orange based on the IPT components and network features at such Location. Locations receiving Incident Management – Service Restoration will be identified as one of the following Location types:

- (a) **Hub Location** offers support 24 hours a day, 365 days a year. All Equipment located at a Hub Location will be considered mission-critical Equipment, or
- (b) **Remote Location** offers support 24 hours a day, 365 days a year or during local Business Hours, as mutually agreed upon by the Parties.

The following Service Levels are applicable, based on the Location type:

**Table 3: Service Coverage and Restoration Times**

Location Type	Distance from Service Center			Coverage Hours	Restore Time SLA
	<50km	>50km <100km	>100km <200km		
Hub Location	X			24x7	6 hours (IP PBX) 10 hours (Voice Mail Application Server)
Remote Location (24x7)	X			24x7	6 hours
		X		24x7	8 hours
			X	24x7	12 hours
Remote Location (Business Hours)	X			Business Hours	6 Business Hours
		X		Business Hours	8 Business Hours
			X	Business Hours	12 Business Hours

1.5.3 **Service Level Target.** Orange will provide Incident Management – Service Restoration, which includes restoring the Equipment to Proper Operational Condition, within the Service Levels for Locations set forth in Clause 1.5.2 (Service Levels for Service Restoration) for no less than 90% of all Incidents that require Incident Management - Service Restoration Services during each quarter, calculated as follows:

Total Number of Incidents for which Orange met the Restore Time Service Level divided by the Total Number of Incidents

For example: If 300 Incidents require Incident Management – Service Restoration during the quarter, and Orange meets the Response Time Service Level for 240 of those incidents, the performance percentage for the quarter will be calculated as follows: (240) / (300) = 0.80 or 80%.

1.5.4 **Remedies for Unmet Service Levels.** Subject to Clause 1.5.5 (Exclusions) below, Orange will remit the following credits for the Locations for which the Service Level Target provided in Clause 1.5.3 above was not met.

When Orange’s performance for the quarter is within 80.00-89.99%	5% of the Qualifying Charges for the quarter applicable to each Location for which Orange did not meet the Service Level target.
When Orange’s performance for the quarter falls below 80.00%	10% of the Qualifying Charges for the quarter applicable to each Location for which Orange did not meet the Service Level target.

1.5.5 **Exclusions.** The following will be excluded from the Service Level Target for Incident Management - Service Restoration:

- All non-hardware Incidents (e.g. circuit and software-related Incidents);
- Incidents for Locations that have not been properly and correctly identified by the Customer;
- Incidents for Locations that have been operational for less than 30 days;
- Incidents for which Customer does not provide the Server Documentation; and
- Incidents where the field engineer is prevented from meeting a Service Level due to Customer delaying access to the Location or Equipment.

1.6 **Service Levels for Service Availability with Incident Management - Service Restoration**

Orange provides the following Service Availability Service Levels only for Equipment receiving Incident Management - Service Restoration.

1.6.1 **Service Availability.** Service Availability Service Levels are based on the Location type (e.g. Hub, Critical Remote, Standard Remote, etc.), which will be assigned to each Location by Orange based on the IPT components and network features at such Location. Also, the Service Availability Service Levels will apply only: (a) to Severity Level-1 Incidents, (b) to Locations that receive the Orange Business VPN or Business Talk Services in connection with the Business Together - Avaya Services, and (c) if Customer receives On-site Sparing for IP Phones (as described in the Service Description for Orange Business Together - Avaya Services) for such Location.

Orange will calculate the Service Availability Service Levels on an annual basis in minutes as follows:

**(AST – Downtime)/AST**

**AST** = Total time during which Orange provides the Incident Management – Service Restoration Services during the annual period, minus Scheduled Maintenance and any other maintenance time agreed with Customer

**Downtime** = Total time to restore all Severity Level-1 Incidents during the annual period, plus any unplanned maintenance time (subject to the Exclusions in Clause 1.5.5).

1.6.1.1 **Telephony Application Availability Service Level.** The Telephony Application Availability Service Level applies only to the IP PBX managed by Orange (i.e. Incident Management – Service Restoration Services apply). The Availability of such IP PBX is calculated per Location, based on the Location type, on an annual basis.

**Table 4: Application Availability SLA**

Location Type	Hub (Non-WAN Dependent)	Critical Remote (24x7)	Standard Remote
Service Level	99.95%	99.90% x Remote WAN Availability Percentage*	99.45% x Remote WAN Availability Percentage*
*Note: Remote WAN Availability Percentage is based on the applicable Access Method for the Location as follows:			

**Table 5: Remote WAN Availability**

Access Method	Remote WAN Availability
Dedicated Access	99.80%
Switched Access	99.90%
Business VPN Access	99.95%

1.6.1.2 **Voice Mail Application Availability Service Level.** The Voice Mail Application Availability Service Level applies only to the Voice Mail Application servers managed by Orange (i.e. Incident Management – Service Restoration Services apply). The Availability of the Voice Mail Application Server is calculated per Location, based on the Location type, on an annual basis.

Location Type	Hub	Critical Remote (24x7)	Standard Remote
Service Level	99.5%	99.45% x Remote WAN Availability Percentage*	99.00% x Remote WAN Availability Percentage*
*Note: Remote WAN Availability Percentage is based on the applicable Access Method for the Location as follows:			

**Table 6: Remote WAN Availability**

Access Method	Remote WAN Availability
Dedicated Access	99.8%
Switched Access	99.90%
Business VPN Access	99.95%

**1.6.2 Remedies**

- (a) If the actual Service Availability is less than the Service Availability Service Level provided in Clause 1.6.1.1 (Telephony Application Availability Service Level) or Clause 1.6.1.2 (Voice Mail Application Availability Service Level) above for the Location, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Severity Level-1 Incident occurred. The credit will be calculated as one-thirtieth (1/30th) of the Qualifying Charges for each hour of outage up to a maximum of 100% of Qualifying Charges for the Location where the Severity Level-1 Incident occurred. All credits will be pro-rated on a per minute basis.
- (b) If Customer is entitled to receive credits under the Service Levels provided in both Clause 1.6.1.1 (Telephony Application Availability Service Level) and Clause 1.6.1.2 (Voice Mail Application Availability Service Level) as a result of a similar Severity Level-1 Incident, then Customer shall receive the greater of the credits due and owing to Customer under both Service Levels in Clause 1.6.1.1 and Clause 1.6.1.2. Also, If Customer is entitled to receive credits under the Service Levels provided in this Clause 1.6 (Service Levels for Service Availability with Incident Management - Service Restoration) and in Clause 1.5 (Service Levels for Incident Management - Service Restoration) as a result of a similar Incident, then Customer shall receive the greater of the credits due and owing to Customer under the Service Levels in Clause 1.5 and Clause 1.6 (subject to the immediately preceding sentence). In no event shall Customer receive credits under the Service Levels provided in both Clause 1.6.1.1 and Clause 1.6.1.2, or in both Clause 1.5 and Clause 1.6, for the same Severity Level-1 Incident.
- (c) In addition to the credits provided in Clause 1.6.2(a) above for non-achievement of the Service Availability Service Level, Customer will be entitled to:
- (i) Cancel the Business Together – Avaya Service at the affected Location if the maximum credit for the Telephony Application or Voice Mail Application Availability Service Level (each as applicable) is due in 2 consecutive months, or in any 4 months during any rolling 12-month period, by giving Orange at least 30 days prior written notice; or
  - (ii) Cancel the Business Together – Avaya Service at all Locations if the maximum credit for the Telephony Application or Voice Mail Application Service Availability Service Level (each as applicable) is due in 2 consecutive months, or in any 4 months during any rolling 12-month period, for more than 50% of the total number of Business Together - Avaya Service Locations, by giving Orange at least 30 days prior written notice.

**END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER – AVAYA**