

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICE

1.1 Introduction

This Service Level Agreement (“**SLA**”) describes the Service Levels and Service Level Objective (“**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 SLO are targets only; there are no remedies, financial or otherwise, associated with non-achievement of SLO.

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.

“**Incident severity**” Incidents Reports are assigned one of the following Severity Levels, which Orange may modify from time to time:

- Severity 1: the service is not available.
- Severity 2: the service is degraded.

“**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 a 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).

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

“**VNOC**” means Orange’s Video and Network Operating Center.

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), and Mean Time to Restore. Notwithstanding anything to the contrary contained herein, if Orange provides Customer with only the standard Open Videopresence Flexible Premium Services, the Service Levels for Room Availability is a performance level target (“SLO” or “Service Level Objective”) only for which there are no remedies, financial or otherwise, associated with non-achievement. For the avoidance of doubt, the Service Levels for Concierge Services and Booking and Scheduling Quality are also SLO only.
- (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’s 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 Orange’s 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 SLO, 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 SLO 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 Orange's outage trouble ticketing system (severity 1 incident ticket).

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

Open Videopresence Flexible Premium Service Availability Target	≥ 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.

To be noted: are excluded from the target: Booking portal incident, Scheduled maintenance, WAN incidents, LAN incidents, Access to customer's premises not possible or local contact unreachable, Severity 2 incidents.

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 Premiums Services, for the Room Availability Service Level to apply. Room Availability is calculated on a monthly basis and is based on Orange's trouble ticketing system (severity 1 incidents). 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.

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

Open Videopresence Flexible Premium Service Room Availability Target	≥ 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.

To be noted : are excluded from the target : Incident caused by infrastructure outage (already taken into account in Infrastructure Service Availability calculation), Network or customer LAN defect and terminal hardware defect already identified, Scheduled maintenance, Access to customer's premises not possible or local contact unreachable, Severity 2 incidents.

1.6 Service Level for Mean Time to Restore

Mean Time to Restore is measured on a monthly basis and is based on Orange's 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.

Targets are described in the following Table.

Severity Level 1 incidents on PF	4 Hours
Severity Level 1 on Site with a 24x7 maintenance contract	8 Hours
Severity Level 1 on Site with a 8x5xNBD maintenance contract	14 Hours

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.

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%

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
--------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------

END OF SERVICE LEVEL AGREEMENT FOR OPEN VIDEOPRESENCE FLEXIBLE PREMIUM SERVICE