

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER MICROSOFT SERVICE

1.1 Introduction

This SLA describes the Service Levels applicable to the Business Together Microsoft Service based on Microsoft® Skype for Business Server. 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 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 prevail 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 the Business Together Microsoft - Service or elsewhere in the Agreement.

"Application" means Microsoft Skype for Business, an enterprise real-time communications server software, providing Instant Messaging, presence conferencing, or telephony of the Service.

"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 Orange responds to an Incident reported by a Customer, or when Orange detects an Incident as a result of Service monitoring.

"Conferencing Application Availability" means the availability of the audio, video and web conferencing components provided by Service.

"Data Centre" means the facility used to house computer systems and associated components of the core Skype for Business infrastructure.

"Eco-system" means third party hardware or applications, provided by Microsoft accredited partners to enhance the overall Skype for Business solution.

"Emergency Maintenance" means any unscheduled maintenance required by Orange to remedy a problem with the Service which is caused by an act or omission of the Customer or a third party, or anything outside the control of Orange.

"Enhanced On-site Support" means maintenance support services provided by Orange for Equipment at Remote Locations. Enhanced Support is available for Remote Locations where Orange provides local spares for Equipment.

"Equipment" means Survivable Branch Appliance, or PSTN Gateway Device provided by Orange as part of the System which is normally located at Remote Locations.

"Hub Locations" means Locations that are Orange Hosting Centers equipped for Business Together Microsoft Service. Hub locations that are not Orange Hosting Centers are excluded for this standard SLA. SLAs for these Locations will be established on an individual basis, subject to a site survey.

"Instant Messaging" means a type of online chat which offers real-time text transmission between two or more parties.

"Instant Messaging and Presence Application Availability" means the availability of the Instant Messaging and Presence Components provided by Service.

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

"Presence Components" means the Instant Messaging and Presence Application which provides presence status indicators such as 'available', 'busy', 'in a conference', 'do not disturb'.

"Premium On-site Support" means maintenance support services provided by Orange for Equipment at Remote Locations. Premium Support is available for Remote Locations where Orange does not provide local spares for Equipment.

"Outage" means the non-availability of the managed UC service at a Location, which prevents Customer or User from: a) sending or receiving calls; b) sending or receiving instant messages; c) accessing conference calls; d) using eco-system components provided as part of the Service.

"Qualifying Charges" means the current month of recurring Charges for the impacted Application at a Location, excluding all one-time or non-recurring charges (including, without limitation, charges for installation, project management, professional services, and any one-time charges amortized into recurring charges). For example, if the Instant Messaging Application is subject to an outage, then the qualifying charges for the impacted Instant Messaging Users at Location will apply. For Users with multiple Applications the Qualifying Charges will be pro-rata in accordance with the charges for each Application.

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

"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.

"Reporting Period" means each calendar month unless otherwise indicated.

"**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 version updates of the Service.

"**Service**" means the Business Together Microsoft Service based on Microsoft® Skype for Business® Server, as described in the Service Description thereof.

"**Service Availability**" means the Measurement Period minus any Unplanned Downtime.

"**Severity Level 1 Incident**" is a critical Incident in the System managed by Orange that causes an Outage or non-availability of one or more Application (Instant Messaging/Presence Conferencing, or Telephony), that affects all Users of the Application(s) running on the Service at the affected Location:

- **For Telephony Application:**
 - The Location has lost the call completion function i.e. calls not completing– either from single country or multiple countries (failing to fast busy, dead air, RVA).
 - Calls completing for more than one user either from single or multiple countries but call quality degraded to the point of being unusable (Echo, Static, Calls Dropped).
 - No voice service in or out of a single or multiple countries.
- **For Conferencing Applications:**
 - The Location has lost the Audio/Video/Web Conference service.
- **For Instant Messaging / Presence Applications:**
 - The Location has lost the Instant Messaging / Presence Service.

"**Severity Level 2 Incident**" is a major Incident in the System managed by Orange that causes an Outage or non-availability of one or more Application (Instant Messaging/Presence Conferencing, or Telephony), that affects more than 25% of the Users of the Application running on the Service at the affected Location:

- **For Telephony Application:**
 - The site has lost more than 25% of the call completion function i.e. calls not completing for more than 25% of users – either from single country or multiple countries (failing to fast busy, dead air, RVA).
 - Calls completing for more than one user either from single or multiple countries but for more than 25% of calls quality degraded to the point of being unusable (Echo, Static, Calls Dropped).
 - No voice service in or out of a single or multiple countries for 25% of users.
- **For Conferencing Applications:**
 - The Location has lost more than 25% Audio/Video/Web Conference service.
- **For Instant Messaging / Presence Applications:**
 - The Location has lost more than 25% of Instant Messaging / Presence.

"**Severity Level 3 Incident**" is neither a critical or major Incident in the System managed by Orange that causes an Outage or non-availability of one or more Application (Instant Messaging/Presence Conferencing, or Telephony), that affects less than 25% of the Users of the Application running on the Service at the affected Location:

- **For Telephony Application:**
 - The site has lost less than 25% of the call completion function, i.e. calls not completing for less than 25% of users – either from single country or multiple countries (failing to fast busy, dead air, RVA).
 - Calls completing for more than one user either from single or multiple countries but for less than 25% of calls quality degraded to the point of being unusable (Echo, Static, Calls Dropped).
 - No voice service in or out of a single or multiple countries for less than 25% of users.
- **For Conferencing Applications:**
 - The Location has lost less than 25% Audio/Video/Web Conference service.
- **For Instant Messaging / Presence Applications:**
 - The Location has lost less than 25% of Instant Messaging / Presence.

"**Service Level Objective**" or "**SLO**" means the target Service Level applicable to the Service. The Service Level Objectives are targets only and there are no remedies, financial or otherwise, associated with non-achievement of Service Level Objectives.

"**Telephone Application Availability**" means the availability of the Telephone Components provided by Service for Location, as indicated by the presence of a dial tone at the phone and the ability to make calls. It does not include any measure of telephone voice quality.

"**Telephone Components**" means the telephony service provided through the core Skype for Business infrastructure and voice equipment such as gateways and survivable branch appliances on Remote Locations.

"**Time to Attend**" means the time taken for an Orange engineer to attend a Location after the decision to dispatch a field engineer has been taken by Orange.

"Third Party Intervention" means intervention by any person other than Orange.

"Unplanned Downtime" means the total time to restore all Severity Level 1 Incidents during the Measurement Period, plus any unplanned maintenance time (subject to the Exclusions in Clause 1.5.4).

1.3 Conditions and Exclusions

Service Levels are measured on a quarterly or annual basis, as set forth below.

- (a) Service Levels will apply from the first full month following the Effective Date for the Service.
- (b) Beta, trial, proof of concept or pilot services (as determined by Orange) are excluded from this SLA.
- (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 meet the Service Levels under this Service Level Agreement.
- (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 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 - Unified Communications 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 Service due to the failure by Orange 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 - Unified Communications 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 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 annual total credits due for all unachieved Service Levels exceed 50% of the aggregate recurring Charges for the Service in that year.
- (j) 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 Service at the affected Location(s) in that month.
- (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, Microsoft® Skype for Business® Server software bug that requires a permanent fix or workaround solution developed by Microsoft®, PC multimedia failure, any network component or equipment not managed by Orange as part of the Business Together – Managed Unified Communications Services, 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 Business Together – Managed Unified Communications Service.

1.4 Service Level Objective for Incident Response

Orange will use reasonable efforts to answer or contact Customer in response to a call regarding an Incident placed by Customer for the Service 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 the Reporting Period.

1.5 Service Levels for Incident Management

1.5.1 Service Levels for Incident Management - Service Restoration

The Service Levels set forth in this Clause 1.5.1 apply only to Incident Management Services provided for Equipment at Remote Locations with Enhanced On-site Support. Remote Location offers support 24 hours a day, 365 days a year or during Business Hours, as mutually agreed upon by the Parties. This SLA does not apply to Locations covered by Premium On-site Support.

Table 1: Service Levels for Incident Management - Service Restoration

Location Type	Distance from Orange Service Center (km)			Coverage Hours	Time to Attend (SLO)	Restore Time (SLA)
	<50	>50 <100	>100 <200			
Equipment at Remote Location supported by Enhanced On-site Support	X			24x7	4 Business Hours	8 Business Hours
		X		24x7	6 Business Hours	10 Business Hours
			X	24x7	10 Business Hours	14 Business Hours
Remote Location without SBA / Gateway	Not Applicable					

1.5.2 Service Level Target

Orange will provide Incident Management, which includes restoring the Equipment to Proper Operational Condition, within the Service Levels for Locations set forth in Clause 1.5.1 (Service Levels for Service Restoration) for no less than 90% of all Incidents that require Incident Management - Service Restoration Services during the Reporting Period, 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 30 Incidents require Incident Management – Service Restoration during reporting period N, and Orange meets the Response Time Service Level for 24 of those incidents, the performance percentage for reporting period N will be calculated as follows: (24) / (30) = 0.8 or 80%.

1.5.3 Remedies for Unmet Service Levels

Subject to Clause 1.5.4 (Exclusions) below, Orange will remit the following credits for the Locations for which the Service Level Target provided in Clause 1.5.2 above was not met.

Table 2: Remedies for Unmet Service Levels (Locations)

When Orange performance for the month falls within 80.00-89.99%	5% of the Qualifying Charges applicable to Equipment at each Remote Location for which Orange did not meet the Service Level target.
When Orange performance for the month falls below 80.00%	10% of the Qualifying Charges applicable to Equipment at each Remote Location for which Orange did not meet the Service Level target.

1.5.4 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 where the Orange 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

Orange provides the following Service Availability Levels.

1.6.1 Service Availability Calculation

Orange will calculate each quarter the Service Availability Service Levels for the Service in minutes as follows:

$$\frac{\text{(Measurement Period – Unplanned Downtime)}}{\text{Measurement Period}} \times 100$$

Location	Service Covered by SLA	Services Excluded from SLA	Service Level for Reporting Period	Network Requirements
Dual equipment. Two x SBA/GW installed at location for local telephony survivability.	IM & Presence. Conferencing. Enterprise Voice.	Additional PBX and DECT services. Unified Messaging. Federated connections & Public IM Connectivity (PIC). All eco-system components (e.g. call accounting systems).	99.95% availability percentage.	Redundant WAN connection to data center location and redundant LAN at location. Resilient PSTN dial connections and inbound routing or back-to-back interface available between SBA/gateways.

Location	Service Covered by SLA	Services Excluded from SLA	Service Level for Reporting Period	Network Requirements
Single equipment. One x SBA/GW installed at location for local telephony survivability.	IM & Presence. Conferencing. Enterprise Voice.	Additional PBX and DECT services. Unified Messaging. Federated connections & Public IM Connectivity (PIC). All eco-system components (e.g. call accounting systems).	99.80% availability percentage.	No specific requirements for network.
No SBA at location.	None.	Not applicable.	No commitment.	No specific requirements.
User connecting via Internet.	None.	Not applicable.	No commitment.	Not applicable.

1.6.2 **Service Availability Level for Service**

Service Availability Levels for the Service will apply only: (a) to Severity Level 1 Incidents. The Service Availability Level is calculated using Severity 1 Incidents reported by Customer during the Reporting Period. The Service Availability Level excludes all service components (e.g. IP VPN network, client workstation, and software) which are not part of the Service. Federation connections and Public IM Connectivity (PIC) are also excluded from this SLA.

1.6.3 **Remedies**

- (a) If the actual Service Availability is less than the Service Availability Service Level provided in Clause 0 (Service Availability Level of Service) above, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Users where the Severity 1 Level Incident occurred. Orange will remit the following credits for the Locations for which the Service Level Target provided in Clause 0 above was not met, 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 3: Remedies for Unmet Service Levels (Service Availablely - Locations)

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.

- (b) If Customer is entitled to receive credits under the Service Levels provided in this Clause 1.5 (Service Levels for Incident Management) and in Clause 1.6 (Service Levels for Service Availability) 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 1.5 and Clause 1.6, for the same Severity Level 1 Incident.
- (c) In addition to the credits provided in Clause 1.6.3(a) above for non-achievement of the Service Availability Service Level, Customer will be entitled to:
 - (i) Cancel the Equipment at the affected Remote Location if the maximum credit for the Service Levels or Incident Management 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 Service at all Locations if the maximum credit for the Service Availability Service Level is due in 3 consecutive quarters, or in any 3 quarters during any rolling 12-month period, by giving Orange at least 30 days prior written notice.

1.7 **Service Level Objectives for Request Management**

1.7.1 **Service Level Objective for Time to Complete Service Request**

Time to complete is measured from the time that a pre-approved service request is received by Orange to the time the request is 'effective'; the request will be deemed effective when Orange determines that the request has been successfully implemented and tested, before Customer may validate and approve the request. Customer's service requests will be classified as follows:

- **Category 1:** Non-standard service requests that require evaluation by change management to determine complexity, impact and any scheduling issues with other requests for change. These are not identified in the service request catalogue.
- **Category 2:** Pre-approved, fixed complexity service requests that require significant (manual) intervention by Orange, as described in the service request catalogue.

- **Category 3:** While Servers are running and pass the Orange internal tests, pre-approved, fixed complexity service requests that are normally implemented using automated processes, as described in the service request catalogue.

The Service Level Objectives for Time to complete service request are as follows.

Table 4: Service Level Objectives for Time

Service Request	Category	Time to complete
Medium	2	95% in 2 business days

For Category 1 Changes, Orange will notify Customer of the applicable Time to Change within 5 Business Days.

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER MICROSOFT SERVICE