



PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR UNIFIED ENGAGEMENT SUITE - GENESYS ("UES SERVICE")

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Unified Engagement Suite Genesys ("**UES**") Services. 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 1.3.

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 to the extent of any such conflict. All capitalized terms used but not defined herein will have the meanings set out in the Agreement, the Specific Conditions for Cloud Services, or the Service Description for UES.

"Customer Solution" means all the UES Services which the Customer has ordered from Orange and which are described in the UES Service Description.

"Emergency Maintenance" means maintenance that is required when a piece of Service equipment suffers an unexpected breakdown, that results in an immediate threat to the Services, system or platform(s) and/or emergency maintenance that is required due to a security risk the Service.

"Incident Owner" means an Orange agent who answers Customer's initial or escalation telephone call, or who responds to Customer's report of an Incident using My Service Space or Customer's email message reporting an Incident or requesting an escalation of a previously reported Incident.

"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 the relevant option is activated.

"Incident" means a failure or malfunction of a the UES service. Incidents do not include unavailability of the UES Service during Scheduled Maintenance.

"My Service Space" or **"MSS"** means the web portal provided by Orange as part of the Service that allows Customer to report and track Incidents, request and obtain information and reports regarding the Service, using a login name and password provided by Orange.

"Platform" means the Genesys cloud platform, as described at: [Genesys Cloud Status](#).

"Platform Uptime Availability" means the Scheduled Uptime for the Platform less any Unscheduled Downtime during a given month, divided by the total aggregate minutes of such Scheduled Uptime for the month. The result is expressed as a percentage. If a Force Majeure Event occurs that causes the Platform to become unavailable, the relevant period of the Force Majeure Event will be subtracted from the Scheduled Uptime.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, the Orange Services or the Orange network.

"Scheduled Uptime" means the total time that the Platform is scheduled to be available divided by the total possible uptime in the month. The result is expressed as a percentage. The Scheduled Uptime for the Platform is set out in Clause 1.4.11 below (Availability Service Levels).

"Severity Level" means the amount of impact an Incident has on the operation of the Orange Service or Customer Solution, as described in Clause 1.4.3 below (Incident Report Severity). The Severity Level also may be referred to as the "Incident Priority".

"Service Management" means post-sales services provided by Orange to support and deliver the UES Service (as described in this SLA and as may be ordered by Customer).

"Support Team" means the Orange team in the Orange support center which provides Service Management to Customer for UES Service.

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

"Unscheduled Downtime" means the total time that the Platform is not available (excluding Scheduled Maintenance, Emergency Maintenance events) divided by the total Scheduled Uptime. The result is expressed as a percentage. Unscheduled Downtime starts when the Platform is unavailable.

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 in this SLA 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 UES Services in a manner which satisfies the Service Levels set out in this SLA. Orange does not guarantee any Service Levels on the Platform during the development or application test period. Also, during the periodic routine, non-routine, or Emergency Maintenance of the Service, provided in a proper, non-negligent manner and in accordance with standard industry practices will not be deemed to be a failure of Orange to provide Services in accordance with the Agreement, or the breach of any Service Level.

- (b) Customer must submit claims for credits for unachieved Service Levels using the credits request form (which can be obtained by Orange) to Orange within twenty (20) days from the alleged Service Level breach occurring. Customer must provide all the details of the Incident relating to the alleged Service Level breach in the request form (including the date and start/end times of the Incident, any system logs and any other relevant information) provided that only Incidents which are recorded by a trouble ticket by Orange will be eligible for a claim for such credits. Within thirty (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. Orange will issue all undisputed credits in the next practicable invoicing cycle.
- (c) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from: suspension of the Service; any attempt by the Customer to exceed the resources allocated to the Customer under a feature of the Service; any modification to the Service without the written consent of Orange; act or omission of the Customer or a User that causes unauthorized access to the Service; act or omission of a third party software licensor or a third party service provider; a failure of network or other telecommunications services or any Customer equipment (including Customer provided end points) being 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 resolving an Incident; causes not attributable to Orange; unavailability of Customer or User for Incident diagnosis and resolution attempt (in which case, the downtime duration will be frozen until Orange (or its representative) can make contact with the Customer in order to resolve the identified Incident, which also applies to cases in which the Customer denies access to the Site to Orange (or its representative) to restore the UES Service); implementation by Orange of changes to the Service requested by Customer; and any service feature(s) which are in beta (development) mode.
- (d) In no event will the total credits due for any unachieved Service Level billed in that month exceed 100% of the aggregate amount of the monthly recurring Charges for the UES Service.
- (e) Customer will not be entitled to receive credits or other remedies for non-achievement of any Service Level to the extent that such non-achievement was caused by, and the relevant Service Level expressly excludes any time attributable to: a Force Majeure Event, Third Party Intervention, environmental conditions, any component or equipment not managed and maintained by Orange as part of the UES 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.
- (f) Service Levels for the Service will apply from the first full calendar month following commencement of the Service.
- (g) Failure to comply with the Service Level by Orange will not relieve Customer from its obligation to pay the Charges.
- (h) In case of dispute regarding the non-achievement of a Service Level, Orange records and information will prevail.

1.4 Service Management Conditions For Use

1.4.1 Service Management Implementation, Acceptance Testing and Deployment. Service Management is activated after the first site or connection of the UES service is implemented and has completed a successful acceptance test. There are no acceptance tests for Service Management other than the acceptance test for the UES Service. Once the Service Management is activated, the Customer will receive the welcome pack which will describe the activities, contacts, and escalation procedures for the UES Service.

1.4.2 Incident Management and Support Team. Orange will provide Customer with access to a Support Team, which will be Customer’s primary point of contact (all communications in English only) regarding incidents for Incident Management. The Support Team will only address requests and service calls made by authorized Customer personnel (i.e. Customer’s service desk). The Customer’s service desk must be available 24 hours a day, 7 days a week.

1.4.3 Incident Report Severity. All Incidents are assigned a Severity Level by Orange, which is used to prioritize and establish the restoration timeframes. Incidents are assigned one of the following four Severity Levels, which Orange may modify from time to time.

Severity Level	Outage Type
1 – Critical Impact (Code Red)	The Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High Impact	The Customer is able to perform job functions, but performance is degraded or severely limited.
3 – Medium Impact	The Customer’s ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4 – Low Impact	UES is available and operational; trivial impact to Customer’s business operations.

1.4.4 **Support Plan Levels.** Orange offers a variety of support plans for Customers to subscribe to as each Customer deems appropriate. The following table provides a list of the features included in each of the 'Support Plan' levels.

Item	"Premium" Support Plan	"Essential" Support Plan	"Basic" Support Plan
Report service outages 24x7	Yes	Yes	Yes
Advanced diagnosis and end-to-end follow-up of the ticket with UES Support Team for all Severity Level Incidents.	Yes	Yes	Catch & dispatch support with end-to-end ownership on Incidents.
Incidents having a major impact on the Customer's activities related to the UES Service (Severity Level 1 and 2 Incidents).	Unlimited cases.	Unlimited cases.	Orange sends tickets to the UES Support Team for all Incidents having a major impact on the activities.
Incidents having a minor impact on the Customer's activities related to the UES Service (Severity Level 3 and 4 Incidents).	Unlimited cases.	Pay per Incident.	Pay per Incident.

1.4.5 **Opening an Incident Report.** Customer will report any Incidents to the Support Team via MSS.

1.4.6 **Target Initial Response Times.** All target initial response times apply to Orange service desk opening hours for all Severity Levels.

Severity Level	Target Initial Response Time
1 – Critical Impact (Code Red)	10 Minutes
2 – High Impact	1 Business Hour
3 – Medium Impact	2 Business Hours
5 – Low Impact	1 Business Day

1.4.7 **Information and Documentation.** Customer will have online access to information and may track active Incidents through MSS, including Incident diagnoses, action plans, statuses, updates, referral plans, reasons for outages, and closing note agreements.

1.4.8 **Target Restoration Times.** The objective of 'Orange Customer Care' is to restore functionality at the earliest opportunity. The target time to restore timer starts when the Customer engages 'Orange Customer Care'. Time to restore is the amount of time a Customer is impacted before functionality is restored.

'Orange Customer Care' analysts aim to reach restoration of Customers issue within the following target restoration times.

Severity Level	Target Restoration Time
1 – Critical Impact (Code Red)	4 Hours
2 – High Impact	2 Business Days
3 – Medium Impact	5 Business Days
5 – Low Impact	N/A

1.4.9 **Success Management.** Customer may receive support from a designated English-speaking Customer Success Manager ("CSxM"), who will be available during normal Orange business hours.

The following table provides a list of the features included in each of the 'Success Management Plan' levels. The 'Success Management Plan' is subject to additional Charges.

Item	Standard Success	Premium Success
Welcome meeting, UES operational guide presentation, trainings and implementation review.	Yes	Yes
Consumption and usage quarterly review.	Yes	Yes
Quarterly presentation of Orange & Vendor roadmap.	Yes	Yes
Quarterly token usage report and analysis (for OnDemand services).	Yes	Yes
Best practices and recommendations on Genesys cloud usage, features and processes.	Yes	Yes
Assistance for any P1/ P2 Incident-related inquiries.	Yes	Yes
Assistance for P3 and P4 tickets.	On Demand	Yes
Management of a success plan.	On Demand	Yes
Single point of contact, part of the escalation matrix.	-	Yes

Item	Standard Success	Premium Success
Monthly UES SLA and QoS report.	On Demand	Yes
Evaluation and management of complex service evolutions.	On Demand	Yes
Management of custom demos and POCs.	On Demand	Yes

The "Standard Success" plan is included in all 'Support Plan' levels.

1.4.10 **Availability Management.** When possible, the CSM will notify Customer two (2) days in advance of any Orange Scheduled Maintenance that may result in a disruption of the Service.

1.4.11 **Availability Service Levels.** Orange will make the UES Service available twenty-four (24) hours a day, seven (7) days a week, and use reasonable efforts to provide 100% uptime, except for the following "Uptime Exclusions": (a) occasional planned downtime at non-peak hours (for which Orange will provide advance notice); or (b) any unavailability caused by circumstances beyond Orange's reasonable control, including failure or delay of Internet connection, misconfiguration, issues on network or telecommunications services not contracted through Orange.

However, if UES Service uptime falls below the following thresholds in any one (1) month billing cycle (not including any Uptime Exclusions), Customer may request a credit within twenty (20) days after the month in which the uptime fell below threshold. Upon Customer's valid request, Orange will provide the stated credit against the following month's invoice.

Uptime Percentage	Credit (Percentage of monthly recurring Charges of the UES Service)
Below 99.99%	10%
Below 99.0%	30%

The above availability Service Level is measured based on the availability of the Platform for each end user and their specific usage. Orange uses the following criteria and measurement in the Service Level assessment:

$$P = (B - A) / B \times 100$$

Where:

P = Platform Uptime Availability (%)

A = Unscheduled Downtime

B = Scheduled Uptime

Critical functionality such as inability to login, inability to complete telephony calls, chat and call recordings, are considered real time critical (Severity Level: 1-Critical Impact) and qualify for service credit.

The service credit is calculated based on the relevant monthly subscription fees for the UES Service Plan. UES Service implementation, variable fees (overconsumption, ramp-up, usage billing, etc.), Service Management and support charges are excluded from the calculation of the service credit.

1.4.12 **Incident Closure.** All Incidents will be considered closed after verbal agreement with the Customer (which will not be unreasonably withheld) or, if Orange is unable to contact Customer, within three (3) business days of the first attempt by Orange to contact Customer.

1.4.13 **Charges.** Additional Charges will apply for additional optional services/features. Orange will charge Customer for any additional costs incurred due or related to an Incident caused by Customer.

1.4.14 **Duration.** The term of each Order for Service Management and/or associated optional services will be the period from the actual Date of Acceptance of any supported service to the expiry of the Service Term (or Extended Term, where applicable) of the relevant Service.

END OF SERVICE LEVEL AGREEMENT FOR UNIFIED ENGAGEMENT SUITE - GENESYS ("UES SERVICE")