Business Services
orange

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR NETWORK INTERACTIVE VOICE RESPONSE SERVICE

1.1   Introduction

This SLA describes the Service Levels applicable to the Orange Network Interactive Voice Response Service ("**NIVR Service**"). 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 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 the NIVR Service or elsewhere in the Agreement.

"**Case**" means the documentation initially created by Orange when a Fault (as defined below) is reported, as well as the set of actions taken or to be taken by Orange to remedy a Fault condition. Cases are opened reactively when Customer reports a Fault, or proactively when the Orange internal monitoring systems detect a Fault and issue an alarm. Reactive and proactive opening of Cases are more fully described in the Service Description for Fault Management.

"**Fault**" means a failure or malfunction within the operation of Customer's NIVR Service.

"**GCSC**" means the Orange Global Customer Support Centers.

"**Outage**" means the non-availability of the NIVR Service, specifically that the central NIVR Service platform is out of service. Outages do not include incorrect application designs, routing to the wrong destination, or other similar Faults.

"**Qualifying Charges**" means the monthly NIVR usages Charges for the NIVR Service, excluding any monthly 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, the Unified Voice Service or the Orange Voice Network.

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

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)   The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the NIVR Service in accordance with the Service Description for such Service or this SLA.

(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)   Customer must exercise any termination right provided under this SLA within 60 days of the breach giving rise to Customer's right to terminate the NIVR Service at the affected Location. If Customer does not notify Orange in writing of its election to terminate within the 60-day period, then Customer's right to terminate the NIVR Service in connection with such breach will lapse.

(d)   Any termination of the NVIR Service by Customer 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 NIVR Service provided before the effective date of termination.

(e)   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 the NIVR Service at that Location in that month.

(f)   The Service Level for Orange Service Delivery is only applicable if Orange does not waive and Customer pays the installation charges for the NIVR Service for the relevant Location.

(g)   Unless otherwise specified, the measurement period for all Service Levels commences on the first day of the month and ends on the last day of the month.

(h)   Service Levels for Service Availability will be measured from the first full month following the Date of Acceptance of the NIVR Service at the relevant Location.

(i)   Customer will not be entitled to any remedies set out in this SLA unless, and Service Levels will apply only if, Customer receives the Orange Extended Service Management Service (as described in a separate Service Description attached to this Agreement) for the NIVR Service. Notwithstanding anything to the contrary contained herein, if Customer receives the Orange Standard Service Management Service for the NIVR Service, all Service Levels will be service level objectives or targets only.

(j)   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, and Service Levels expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental conditions, power outages, or by any act or omission of Customer or any Customer-authorized user of the NIVR Service.

1.4 Service Level for Service Availability

The Service Availability Service Level is measured on a monthly basis and is based on the Orange trouble ticketing system. When Customer reports a Fault to the GCSC, the GCSC will register the Fault and provide Customer with a trouble ticket number. If an Outage (i.e. Severity Level 1 Fault) is confirmed by the GCSC, the time during which the Service Availability is measured will start as of the receipt of Customer's Fault call by the GCSC and will end when the GCSC notifies Customer that the NIVR Service has been restored.

$$\text{Availability Rate} = \frac{1 - (\text{Cumulative Outage time in hours})}{730}$$

The following Service Level for Service Availability will apply:

Availability Rate (%)	≥ 99.90
If the Service Availability Service Level is not achieved, Customer will receive a credit against the Qualifying Charges, calculated as follows:	
Total Availability Rate less than 99.90%, but greater than or equal to 99.86%	1% of Qualifying Charges
Total Availability Rate less than 99.86%, but greater than or equal to 99.72%	3% of Qualifying Charges
Total Availability Rate less than 99.72%	5% of Qualifying Charges

NOTE: The Service Availability Service Level provided herein is separate from any Site or Service Availability Service Level or SLO that may be provided with the Orange Contact Center or IP VPN Services.

1.5 Service Level for Guaranteed Time To Repair (GTTR)

The GTTR Service Level is applicable only if:

(a)   the Fault has been reported to the GCSC and a Case has been opened, and

(b)   the Fault severity is classified as a Severity Level 1 (i.e. the Fault is an Outage).

Subject to the limitations provided in this Clause 1.5, Orange commits to a GTTR Service Level of four (4) hours. The GTTR Service Level starts when the GCSC opens a Case relating to a Severity Level 1 Fault (i.e. the Fault is an Outage), and it ends when the GCSC clears the Case after notifying Customer that the Fault is fixed; provided, however, the Case will remain open if Customer notifies the GCSC that the Fault still exists, and in such event the GTTR Service Level will continue to run until the Fault is fixed.

The GTTR Service Level does not apply if Customer does not provide Orange with information reasonably required by Orange to remedy the Outage.

The GTTR Service Level is calculated on a monthly basis. If the actual GTTR exceeds 4 hours, then Customer will receive a credit equal to 10% of the Qualifying Charges for the NIVR Service. If Customer is also entitled to receive credits under Clause 1.4 (**Service Level for Service Availability**) as a result of similar Outage, then Customer shall receive the greater of the credits due and owing to Customer under both Clause 1.4 and this Clause 1.5. In no event will Customer receive credits under both Clause 1.44 and this Clause 1.5 for the same Outage.

END OF SERVICE LEVEL AGREEMENT FOR NETWORK INTERACTIVE VOICE RESPONSE SERVICE