PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR UNIFIED ENGAGEMENT SUITE – NICE INCONTACT ("UES SERVICE")

1.1   Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Unified Engagement Suite NICE InContact ("**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 Services which the Customer has ordered from Orange and which are described in the UES Service Description.

"**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 supported service. Incidents do not include supported service unavailability 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.

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

"**Severity Level**" means the amount of impact an Incident has on the operation of the Orange Service or Customer Solution, as described in Clause 1.4.4 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.

"**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.

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 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 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 service feature; 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;

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unavailability of Customer or User for Incident diagnosis and resolution attempt, the downtime duration will be frozen until Orange (or its representative) can make contact with the Customer in order to resolve the identified incident, This also applies to cases in which the Customer denies access to the Site to Orange (or his representative) to restore it; 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 MRC for 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 exclude 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 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 Implementation**, acceptance testing and deployment. Service Management is activated after the first Site or connection of the supported service is implemented and has completed a successful acceptance test. There are no acceptance tests for Service Management other than the acceptance tests 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 **Provision of the Services.** The Service comprises the following features (which can be ordered in any combination by the Customer):

1.4.3 **Incident Management.** Orange will provide Customer with access to a designated 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.

1.4.4 **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.

The matrix below allows, in addition to the severity of an anomaly, to define a priority for the incident according to its occurrence within the population of active agents. These priorities determine how the incident will be handled according to its impact on the Customer's business operations.

Severity Level	Outage Type
1 – Critical Impact (Code Red)	Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High Impact	Customer is able to perform job functions, but performance is degraded or severely limited.
3 – Medium Impact	Customer's ability to perform job functions is largely unaffected, but non-critical 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.

Technical Support Incident Priority Matrix				
Severity	**Impact**			
	>50% Active Users/Contacts*	**>25% Active Users/Contacts***	**<25% Active Users/Contacts***	**Individual**
Service Down (work stoppage)	P1	P1	P1	P3
Performance Issue (work degraded)	P1	P2	P3	P4
Non-Critical Services (work not affected or workarounds available)	P2	P3	P3	P4
Inconvenience	P3	P4	P4	P4
*The number of users/contacts is based on the active Agent populations (that should be operational at the time of incident), not the total configured user base.				

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Incident Definitions	
Core Business Service Down (work stoppage)	**Service Disruption that when degraded or unavailable will cause a direct financial, brand, or security impact on the business organization.**
	Agents or stations cannot log in (ACD & workforce Optimization (WFO)). Severe login latency. Unable to launch MAX or ThinAgent. Unable to change/manage agent state MAX or ThinAgent. Calls not routing to agents. Call refusals resulting in no calls being delivered to agents. Unable to execute an IVR script. Point of contact/toll free number cannot be reached. No routes found. Circuit down. Required real-time reporting unavailable.
Performance Issue (work degradation)	**An impact to a business service that directly supports the execution of a core business service.**
	Historical reporting unavailable. User administration. Missing contact recordings. QM Enterprise (Engage) not recording (audio or screen). QM Enterprise (Engage) playback not working. Workforce Management (WFM) adherence missing. Severe and sustained sound quality issues preventing two-way communication of voice contacts (one-way audio, dead air, choppy, static). Dialer calling list not uploading. Call refusals resulting in eventual call delivery.

The UES Service comprises the following features (which can be ordered in any combination by the Customer):

Orange's after-sales service will be available 24 hours a day, 7 days a week, except for (a) occasional interruptions planned outside peak hours (of which the Customer will be notified in advance); or (b) any downtime caused by circumstances beyond the reasonable control of Orange and its suppliers, including a breakdown or delay of the Customer's internet connection, a misconfiguration by the Customer or a third party, or telecommunications services contracted by Customer, or (c) downtime resulting from any action of AWS, including (i) any maintenance or planned interruption of AWS services (ii) any flaw or failure of AWS services, or (iii) termination or AWS's suspension of the AWS Customer Agreement or its use of AWS services.

1.4.5 **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 various services included in each of the Support Plan levels.

Item	"Premium" Support Plan	"Essential" Support Plan
Customer's service desk available 24 hours a day, 7 days a week.	Yes	Yes
Advanced diagnosis and End-to-end follow-up of the ticket with NICE inContact support team for all severity level incidents.	Yes	Yes
Severity level 1 and 2 incidents.	Unlimited cases	Unlimited cases
Severity level 3 and 4 incidents.	Unlimited cases	Pay per incident

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

1.4.7 **Target Initial Response Times**

All target initial response times apply to Orange service desk opening hours for all Severity Levels.

Incident Severity	Initial Response	Status Updates
Severity 1 (P1)– all hours	Respond to Customer within 1 hour of notification.	Every 2 Hours
Severity 2 (P2)– all hours	Respond to Customer within 4 hours of notification.	Every 8 Hours
Severity 3 (P3)– all hours	Respond to Customer within 12 hours of notification.	Every 24 Hours
Severity 4 (P4)– all hours	Respond to Customer within 24 hours of notification.	Every 48 hours

1.4.8 **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.

1.4.9 **Target Restoration Times.** The objective of 'Orange Customer Care' is to restore functionality as quickly as possible. The 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.

Incident Severity	Resolution Time
Severity 1 (P1)	4 hours MTTR
Severity 2 (P2)	24 hours MTTR
Severity 3 (P3)	48 hours MTTR
Severity 4 (P4)	96 hours MTTR

1.4.10 **Escalation.** By adding a note to an Incident using MSS, Customer may request that an Incident be escalated at any time if there are concerns regarding the quality of the Service Support provided the method in which an open Incident is progressing, or the impact to Customer's business operations. Customer's note to the Incident will generate a notification to the Incident Owner. For the avoidance of doubt, the Incident Owner will be responsible for coordinating Orange personnel necessary to resolve the Incident Report. If MSS is unavailable, then Customer may escalate by calling the Support Team.

1.4.11 **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 3 Business Days of the first attempt by Orange to contact Customer.

1.4.12 **Charges.** Service Management is included in the Charges for UES Service. Additional charges will apply for additional optional services. Orange will charge Customer for any additional costs incurred due or related to an Incident caused by Customer.

1.4.13 **Service Modification.** The Customer may want to modify the functionalities of the UES Service or of optional services ordered. This request shall be subject to a feasibility study by Orange.

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

1.4.15 **Extended Service Management.** Customer may receive support from a designated English-speaking Customer Service Manager ("**CSM**"), who will be available during normal Orange business hours.

The CSM will proactively manage operational performance within Orange on Customer's behalf and work with Orange's internal operations groups to maintain or improve performance of Customer's Service as needed. The CSM will be Customer's single point of contact for all inquiries regarding performance, procedural or other technical aspects of the Service, and the CSM will accept Customer's requests and inquiries only from Customer's authorized designated contacts. The CSM will respond to Customer's inquiries promptly. The CSM service is subject to additional Charges.

1.4.16 **Availability Management.** When possible, the CSM will notify Customer nine days in advance of any Orange Scheduled Maintenance that may result in a disruption of the Service.

1.4.17 **Availability Rate.** The availability rate is the minimum availability rate of the solution to which Orange is committed.

Orange will provide UES service 24 hours a day, 7 days a week. Commercially reasonable efforts will be made to ensure 100% availability subject to the conditions and exclusions detailed in Clause 1.3. For any complete component failure of UES Service experienced by the Customer on any given day which does not meet the declared uptime as described below, the Customer may submit a written credit request to Orange. Where agreed, Orange will credit the Customer 1/30th of the MRC associated with the seat price of that component.

NICE inContact Components	SLA
NICE inContact Platform – ACD (the ability to deliver a contact)	99.99%
NICE inContact Platform – IVR (the ability to execute a script)	99.99%
NICE inContact Platform - agent or station login	99.99%
Acqueon	99.90%
CallDesk	99.90%
CallVU	99.90%
Customer authentication	99.50%
Customer Dynamics	99.90%
CXone Agent for Microsoft Dynamics	99.90%
CXone Agent for ServiceNow	99.90%
CXone Agent for Zendesk	99.90%
CXone Agent for SugarCRM	99.90%

NICE inContact Components	SLA
CXone Agent for NetSuite	99.90%
CXone Agent for SAP	99.90%
CXone Agent for BullHorn	99.90%
Performance management	99.50%
Echo	99.50%
Inbenta	99.90%
CXone Interaction Analytics, Self-Service Analytics, and Real-Time Interaction Guidance	99.90%
CXone Interaction Analytics Enterprise	98.00%
NICE inContact LanguageLine	99.90%
Vergic	99.90%
Ivinex	99.90%
Lightico	99.90%
NobelBiz	99.90%
Omilia	99.90%
Riverstar	99.90%
SmartAction	99.90%
SpiceCSM	99.90%
Surfly	99.90%
Textel	99.90%
Workforce Management (WFM)	99.50%
Quality Management (QM)	99.50%
Engagement Manager (EM)	99.50%
Agent for Salesforce	99.90%
Digital First Omnichannel (DFO)	99.95%
Zendesk Agent Console	99.90%

The maximum credit issued in any monthly billing period will not exceed one hundred percent (100%) of the aggregate amount of the MRC for UES Service billed in that month.

Variable costs (overconsumption, ramp-up, usage billing, etc.), service management and support costs are not included in the calculation of said credit.

END OF SERVICE LEVEL AGREEMENT FOR UNIFIED ENGAGEMENT SUITE – NICE INCONTACT ("UES SERVICE")

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