

STC Cloud Services Cloud Collaboration Service Service Level Agreement

Version: 1.0

Date: 3/21/2017

CONFIDENTIALITY AGREEMENT

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1. Overview

This SLA provides performance metrics and provisions for STCS Unified Communications as-a-Service (UCaaS). UCaaS is designed for Cisco Unified Communications Manager, Unified Presence Server and Unity Connections messaging utilizing Cisco's defined best practice recommendations for redundancy and availability. This SLA is in addition to service level agreements for other services that may be offered as part of a UCaaS deployment that include, but are not limited to, STC IPVPN Connectivity Service, STC Managed Router Service (MRS) or STC Managed LAN, and STC SIP Trunk Service. Please refer to the service level documentation for such services for SLA terms and conditions offered.

This SLA is provided to Customers implementing both STC UCaaS architecture on STC IPVPN (MPLS) transport service within the Kingdom of Saudi Arabia (KSA).

This document can be incorporated into your Master Services Agreement (MSA) executed between you and STCS. In the event of any conflict between this SLA and your STCS Master Service Agreement, this document shall prevail.

2. Service Level Agreement Metrics

2.1. UCaaS SLA Metrics

Service Parameter		Performance Metrics
Application Availability	UCaaS Applications	99.50%*
Pro-Active Notification	Mean Time to Notify (MTTN)	30 Minutes

* 99.50% Availability → (~3.60 Maximum Outage Hours/Month)

2.2. Service Level Objective For Administrative Change Management

Service Parameter		Performance Metrics
Change Management – MACD	Move, Add, Change or Delete (MACD) Requests via STCS help desk; Mean Time to Change (MTTC)	5 Business Days
Change Management – MACD Password Resets	Requests via STCS help desk	8 Hours

3. Service Level Agreement Definitions

3.1. UCaaS Applications Availability

- **UCaaS Applications Availability;** It is the amount of time the platform is operating properly within the Customer's instance across STC Data Center(s) within a given month.

UCaaS application is deemed "Available" if:

- i) No Outage alarm events have occurred in the STCS's NOC team which resulted in a Trouble Ticket being opened, or
- ii) No Trouble Ticket related to Outages has been opened by Customer or by STCS's NOC team on behalf of a Customer

Calculation; Availability is the percentage of time that UCaaS is available (i.e. not experiencing an Outage) within a given billing month as based upon recorded Outage time in associated Trouble Ticket(s).

Application Availability (%) =

$$\frac{(\text{Applications Available in mins per Billing Month})}{(\text{Number of days in billing month} \times 24 \text{ hrs.} \times 60 \text{ min.})} \times 100$$

- **Credit Structure;** for each month that Applications Availability percentage for UCaaS falls within a tier associated with a credit amount in the table below, Customer will be eligible for the related credit percentage of such application's Monthly Recurring Fees (MRF).

Application Availability %		Credit (% of MRF)
From	To	
100%	99.50%	0%
99.49%	99.00%	3%
98.99%	97.00%	5%
96.99%	95.00%	8%
94.99%	93.00%	15%
92.99%	90.00%	20%
Less than 90.00%		25%

Customer must open a trouble ticket with STCS DCNoC team while experiencing a service problem. The calculation of unavailable time is based on the trouble ticket time.

Should the Customer have multiple locations affected by an outage, one ticket can be submitted; however, the individual locations affected must be identified in the original ticket.

- **Exclusions;** In addition to the general exclusions mentioned in this document, The following exclusions apply to the Application Availability SLA:
 - i) Interruptions or outages not reported by Customer, or for which no Trouble Ticket was opened, are excluded from the Application Availability SLA
 - ii) Application Availability SLA does not apply to services installed for less than one full calendar month
 - iii) Interruptions or outages due to other services that may affect a UCaaS deployment including, but not limited to, IPVPN Connectivity, Internet Connectivity, Managed Router Service (MRS), Managed LAN, or SIP Trunk Service

3.2. Proactive Outage Notification

- **Proactive Outage Notification;** will be provided to Customers' designated point of contact through email within 30 Minutes from the start point of the Notification Period, as defined below.

STCS will provide a ticket number and initial status.

- **Calculation;** The "Notification Period" begins with the opening of a Trouble Ticket for an Outage and ends when STCS has sent an email to Customer's designated point of contact.
- **Credit Structure;** Customer is eligible to receive a credit equal to Five percent (5%) of the MRF for each UCaaS application which had an Outage and Customer was not properly notified.
- **Exclusions;** In addition to the general exclusions mentioned in this document, The following exclusions apply to the Proactive Outage Notification SLA:
 - i) Outages not reported by Customer, or for which no Trouble Ticket was opened, are not included within the Proactive Outage Notification SLA.
 - ii) Time delays resulting from the Customer point of contact unavailability due to incorrect contact information or other causes, are not included in the Notification Period.

3.3. Administrative Change Management

- **Change Management Service Level Objective;** applies to administrative Change Management activities; Move, Add, Change, Delete (MACD). STCS and the Customer may agree to revisions of the change request types from time-to-time.
- **Credit Structure;** The Change Management Service Level Objective has no associated credits, since, we already provide all customers access privilege to Admin portal to manage their own UC Applications cluster

4. Customer Premises Equipment provided by STCS

In case of failure of Customer premises equipment provided by STCS for use by Customer solely with STCS UCaaS Service, Customer's only remedy will be repair or replacement of such STCS provided equipment.

In the event of hardware failure, STCS will supply a replacement system from existing inventory subject to availability. Inventory will be maintained by vendor (Cisco Systems) in accordance with terms and conditions of Cisco's SMARTnet agreement. If a failure occurs and is reported during business hours (business hours are 8:00 AM to 5:00 PM Sunday through Thursday), STCS will replace the failed system within (Two Business Days) for domestic locations subject to reasonable availability. If a failure occurs and is reported after business hours, STCS will replace the failed system within (Three Business Days) for domestic locations subject to reasonable availability.

STCS may require Customer's local site contact's assistance with physical replacement of equipment and carry out instructions for replacement equipment configuration. All instructions will be provided in English.

5. Customer Provided Customer Premises Equipment

In the event that Customer provides Customer owned, Customer premises equipment for use by Customer solely with STCS UCaaS service, STCS will attempt to diagnose and resolve issues as outlined in the SLA. However, should the Customer supplied equipment need replacement, STCS will notify Customer of its inability to repair and Customer should replace the equipment as per their pre-existing CPE maintenance agreement (if any). In this scenario, SLA's for replacement and subsequent restoral of service will not apply. If Customer supplied Customer premises equipment requires pre-staging and on-site installation to restore service, this will be billed on a time, location and materials basis.

6. Maintenance Window

The maintenance under STCS is categorized as “Regular Maintenance” and “Urgent Maintenance”.

- **Regular Maintenance:** Regular Maintenance refers to hardware, software, system configuration improvements and upgrades to increase performance and capacity. Regular Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Regular Maintenance will not give rise to service credits under this SLA. Regular maintenance will be undertaken only as follows: Sunday to Thursday mornings between the hours of 12 midnight and 6:00 AM or during Weekends and National Vacations.
- **Urgent Maintenance:** Urgent Maintenance refers to the efforts to correct network conditions that are likely to cause a material or Service Outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA document. STCS may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is practicable under the circumstances.

7. Service Credit Policy, Exclusions & Maximum Credit

- Service credits will not be eligible in cases where the SLA is not met as a result of:
 - i) The negligence, acts, or omissions of Customer, its employees, contractors, agents, or its end users, including, but are not limited to, Customer’s failure to comply with Terms of Service Exhibit; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculations of SLAs
 - ii) The failure or malfunction of equipment, applications, or systems not owned or controlled by STCS
 - iii) Circumstances or causes beyond the control of STCS, including instances of Force majeure
 - iv) Scheduled service maintenance, alteration or implementation
 - v) The unavailability of required Customer personnel, including as a result of failure to provide STCS with accurate, current contact information
 - vi) Customer’s failure to provide STCS with remote and/or on-site access to covered devices.

- In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer shall be entitled to receive only the highest maximum single credit availability for such event.
- Credits may not exceed 25% of the monthly recurring fees (MRF) for the affected service.
- A credit will be applied only to the month in which the event giving rise to the credit occurred.
- Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.
- Customer must make a written request to STCS for the credit within five business days of the last day of the month in which UC Applications Outage occurred.