Service Level Agreement – CX Platform

"Monthly Uptime Percentage" means Percentage of total time a service is expected to be operational and accessible during a month

"Service Credit" means a credit that Supplier, at its sole discretion and after satisfying itself as to the existence of and reason for the Unavailability, may apply to Customer's account

"Unavailable" means that the relevant Service is not available for use as determined by Supplier using monitoring tools and "Unavailability" shall be construed accordingly.

Service Levels. Supplier will use commercially reasonable efforts to ensure that the Monthly Uptime Percentage of each Service meets or exceeds the associated Service Level Target described in the table below. Where the Monthly Uptime Percentage for a given Service fails to meet the relevant Service Level Target in a month only for factors(s) other than Service Credit Exceptions, and subject to the MSA or GT&Cs, as applicable, then Customer may be eligible for a Service Credit as shown in the table below:

Service	>=99.90%	>=99.5 to <99.9%	>=98.5 to <99.5%	<98.5%
Tata Communications Customer Experience Platform	Not applicable	1% of monthly invoice value	2% of monthly invoice value	3% of monthly invoice value

Service Credit Terms and Conditions:

(a) Service Credits shall be issued to Customer's account for future use against relevant Services only.

(b) Service Credits may not be transferred or applied to any other account or Service and no refunds or cash value will be provided.

(c) In addition to any terms set forth in the MSA or GT&Cs, as applicable, the Service Credits set forth herein shall be Customer's sole and exclusive remedy for any breach by Supplier of this Service Level Agreement.

(d) Customer shall report incidents relating to Services via the Supplier's global service desk, which Supplier shall make available 24x7x365. When Customer reports an incident, the Supplier's global service desk shall open a trouble ticket on Customer's behalf and shall assume responsibility for the incident until Supplier closes the trouble ticket. Customer is responsible for providing accurate Customer contact details and ensuring the Supplier is updated with any change in contact details.

(e) To receive a Service Credit Customer must submit a Service Credit request to Supplier's account management in writing no later than thirty days after the date that Supplier closes the trouble ticket showing the incident resolved by Supplier.

(f) Supplier will usually apply each Service Credit within 60 days after Customer requests the relevant Service Credit.

(g) In no event shall the total amount of Service Credits issued to Customer per month exceed 10% of the payments invoiced to Customer for the month in which such Service Credits have accrued.

(i) For the purpose of the calculation of Service Credits, a "month" shall begin at 12:00AM Greenwich Mean Time ("GMT") on the first day of a calendar month and end 12:00AM GMT on the first day of the next calendar month ("Month").

(j) Service Credits are calculated after the deduction of all discounts and other special pricing arrangements and shall not be applied to Taxes, Regulatory Fees, or any other charges other than monthly recurring charges for the relevant Service.

(k) Service Credits shall only be due to the extent that Customer is not in default of its payment obligations under the Agreement.

2.4.5 Service Credit Exceptions. The Service Level Targets under this Agreement are applicable only for the specific parts of the Service that form the relevant Service and for faults or incidents which are within Supplier's control (i.e. those areas of functionality and technology which Supplier uses in the provision of the Service). Thus a Service shall not be deemed Unavailable where the unavailability of the Service is caused by or associated with any of the following (which shall collectively be defined as the "Service Credit Exceptions"):

(a) factors outside of Supplier's reasonable control, including, without limitation:

i. any one or more Force Majeure Events;
ii. failure of access circuits to the Supplier's network, unless such failure is caused solely by Supplier;
iii. Planned Maintenance; emergency maintenance/upgrades required for reasons other than the fault of Supplier; any mutually agreed schedule of maintenance or similar activities; and anything caused by Customer not releasing the Service for testing or repair and continuing to use the Service on an impaired basis or where the Customer has not released the Service to Supplier for maintenance;
iv. carrier related issues, or Internet access or related problems beyond the Supplier's direct control;

(b) any actions or inactions of Customer or any Third-Party Provider;
(c) factors caused by equipment, software, or other connectivity or technology of Customer or third-parties (other than third party equipment, software, or other technology or technology within Supplier's direct control);

(d) Customer's failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Supplier; or

(e) Supplier's suspension or termination of Customer's use of the Services in accordance with this Agreement.

Additionally Service Level Targets shall not apply to Beta Releases (or similar) nor to Trial Services.

2.4.6 Service Credit Expiration. Accrued Service Credits may only be applied to Service Fees accruing to the affected Service or replacements for the Service purchased by Customer within thirty (30) days of the end of the Service Term. All unused Service Credits will expire on the earlier of either twelve (12) months after their accrual, or upon the expiration or termination of Customer's last Customer order for Services with Supplier. Termination of a Service due to Customer's non-payment or other breach will immediately void all unused Service Credits.