

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR LIVE INTELLIGENCE

1.1 Introduction

This Service Level Agreement ("SLA") describes the Service Levels applicable to the Live Intelligence Service. 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 and the Service Description for Live Intelligence Open Service.

Availability Rate means the rate calculated using the following formula:

$$\text{Availability Rate} = \frac{(t_{\text{month}} - t_{\text{downtime}} + t_{\text{exclusion}})}{t_{\text{month}}}$$

where:

t_{month} is the time during which the concerned Feature is subscribed for the month involved;

t_{downtime} is the Downtime of the concerned Feature for the month involved; and

$t_{\text{exclusion}}$ is the Downtime of the concerned Feature for the month involved during which quality-of-service commitments are not applicable as per contractual provisions.

Availability Rates are measured on a calendar month basis.

"Business Days" means the normal Orange business days in France.

"Downtime" means the period(s) during which an Incident causes a significant malfunction of the Service affecting all Users.

"Guaranteed Availability Rate (or GAR)" means the Availability Rate above which Orange agrees to deliver the Service to the Customer in accordance with the support level subscribed to by the Customer.

"Guaranteed Response Time" means the Response Time within which Orange responds to an Incident ticket, in accordance with the support level subscribed to by the Customer.

"Guaranteed Recovery Time" means the maximum period within which Orange resolves an Incident ticket, in accordance with the support level subscribed to by the Customer.

"Incident" means a significant failure or malfunction of the Service.

Response Time means the time elapsed between the opening of a ticket and the notification to the Customer that Orange has acknowledged the ticket, excluding any periods during which Orange's obligations do not apply.

"Service" means the Live Intelligence Services, as described in the Service Description thereof.

1.3 Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA is subject to the following conditions and exclusions:

- (a) 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; Force Majeure Event; environmental conditions; any component or equipment not managed and maintained by Orange as part of the Service; a failure of network or other telecommunications services or any equipment (including Customer provided end points) being provided by a third party 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; implementation by Orange of changes to the Service requested by Customer; and any service feature(s) which are in beta (development) mode.
- (b) Service Levels for the Service will apply from the first full calendar month following commencement of the Service.
- (c) Failure to comply with the Service Level by Orange will not relieve Customer from its obligation to pay the Charges.
- (d) In case of dispute regarding the non-achievement of a Service Level, Orange records and information will prevail.

1.4 Service Levels for Service Availability**1.4.1 Service Level for Live Intelligence.** The total uptime of the Service shall be expressed as a percentage, using the **Guaranteed** availability Rate for the Service.

The Service Level for **Guaranteed Availability** for the Service is as set out in Table 1.

Table 1: Availability Service Level for Live Intelligence

Guaranteed Availability Rate
99.99%

Guaranteed Response Time on business days: 1 hour during Business Days.

Guaranteed Recovery Time: 4 hours during Business Days.

The response time applies to incident handling requests that results in total or partial interruption of the platform service.

These commitments apply only during Business Days and do not cover the following situations:

- Correction of hosted software.
- Processing of requests related to personal data where legal deadlines apply.
- Requests related to support packages and other types of requests.

1.4.2 Maximum Data Loss

In the event of an Incident resulting in the loss of Customer data, the maximum data loss - defined as the Recovery Point Objective (RPO) - is limited to a period of 24 hours (1 day).

1.4.3 Customer Support (Support Packs)

Email support Hours: 9:00 AM – 12:00 PM and 2:00 PM – 6:00 PM (Business Days).

The Service availability rate, excluding scheduled maintenance, is calculated on a monthly basis.

Customer support may be contacted by email at:

support.liveintelligence@orange.com.

Requests related to support packages will be processed during the specific hours, and a response will be provided as soon as possible. Typically, responses are provided within 2 Business Days.

END OF SERVICE LEVEL AGREEMENT FOR LIVE INTELLIGENCE