



1 SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER – MANAGED EXCHANGE SERVICE

1.1 Introduction

This Orange Service Level Agreement ("SLA") describes the Service Levels applicable to the Exchange Messaging Service (as defined in the Service Description). 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 Exchange Messaging Service or elsewhere in the Agreement.

"Message Transit Time" means the time measured for a message to transit the Business Together Exchange platform, beginning when the message first enters the platform and ending when the message is delivered to the recipient's mailbox.

"Outage" means the non-availability of the Exchange Messaging Service, which prevents impacted Users from accessing and retrieving information from the Exchange Servers or from sending or receiving messages using the Exchange Messaging Service.

"Qualifying Charges" means the monthly recurring Charges for the impacted users, excluding all one-time charges (e.g. installation, project management, and professional services charges).

"Scheduled Maintenance" means maintenance scheduled by Orange to implement generic changes to, or updates of the Exchange Messaging Service or the Orange Network.

"Service Level Objective" or **"SLO"** means the target Service Level applicable to the Exchange Messaging Service. The Service Level Objectives are targets only; there are no remedies, financial or otherwise, associated with non-achievement of Service Level Objectives.

"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 Service Levels and SLOs apply only to Exchange Messaging Services with a minimum 36-month Service Term.
- (b) Customer will not be entitled to remedies for any unachieved Service Levels resulting from: (i) a failure of other services (e.g. network services or Internet access), whether provided by a third party or by Orange, or (ii) any hardware or software not managed by Orange, or (iii) if the Servers are located on Customer's premises, environmental conditions, including air conditioning and power supply.
- (c) All Service Levels and SLOs are measured on a monthly basis.
- (d) The remedies in this SLA are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels provided for the Exchange Messaging Service in this SLA.
- (e) 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.
- (f) Service Levels and SLOs will apply from the first full month following the Date of Acceptance for the Exchange Messaging Service at the relevant Location.
- (g) In no event will the total accumulated credits due for all unachieved Service Levels in any month exceed 25% of the Qualifying Charges in that month.
- (h) In no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by, and Service Levels and SLOs expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, any services other than the Exchange Messaging Service (whether such services are provided by Orange or a third party), or any act or omission of Customer or any Customer-authorized user of the Exchange Messaging Service.
- (i) All Service Level and SLO measurements are based solely on the Orange SLA/SLO measurement systems or the Orange trouble ticketing system.
- (j) In the event that the actual Service Availability falls 3% below the Service Availability Service Level specified in Clause Exhibit A for four (4) consecutive months over any twelve (12) month

period, Customer will have the right to terminate the Exchange Messaging Service without financial liability, other than the Customer's liability to pay for the Exchange Messaging Service provided before the effective date of termination. Customer's right of cancellation of the Exchange Messaging Service pursuant to Orange failure to meet the Service Availability Rate Service Level must be exercised within 90 days of the Customer having notified Orange in writing of that failure. If the Customer does not notify Orange in writing of its election to cancel within that time, the availability of that particular remedy expires.

1.4 Service Availability Rate

Service Availability rate is defined as the percentage of time during which the Exchange Messaging Service is available within the month, calculated as follows:

$$A_c = 1 - 100 \times \frac{\sum (u_{impact} \times t_{outage})}{(t_{max} - t_{planned}) \times u_{total}}$$

A_c = percentage of Exchange Messaging Service availability.

t_{max} = maximum number of minutes Exchange Messaging Service is available during the month.

U_{total} = total number of users.

For each Severity level 1 incident:

t_{outage} = number of minutes of Outage for this incident.

U_{impact} = number of users impacted by this incident who are not able to send & receive email (see table below).

t_{outage} excludes:

t_{planned} = number of minutes of planned Outage, where Customer and Orange have agreed that the Exchange Messaging Service will be unavailable. This includes up to 2 hours of Emergency Maintenance per month provided in a proper, non-negligent manner and in accordance with standard industrial practices. Above 2 hours, Emergency Maintenance will be considered as outage time, unless otherwise agreed by the Customer.

t_{nonOrange} = number of minutes of Outage resulting from or attributable to any services, software or hardware other than those provided by Orange as part of the Exchange Messaging Service; a Force Majeure Event; Scheduled Maintenance; Third Party Intervention, or any act or omission of Customer or any Customer-authorized user of the Exchange Messaging Service.

Table 1: Impacted User Calculation

Service	Exchange Service Equipment	Minimum Equipment Failure for Availability SLA	Users Impact Calculation
Business Together Exchange	Exchange: mail box servers	Mail box server down.	Number of users on the failed mail box server.
Business Together Exchange	Exchange: multiple mail box servers	Multiple mail box servers down.	Number of users on the servers if all servers are down.
Business Together Exchange	Active Directory	All Orange Active Directory servers down.	All mail box users.
Business Together Exchange	Exchange Hub Transport Server	Hub transport server(s) down in a single data center.	All users of mail box servers located in the data center where the Hub Transport Server(s) are down.
Business Together Exchange	Exchange Client Access Server	Exchange CAS server(s) down in a single Data center	50% users of the datacenter if all the CAS are down.
Business Together Exchange	Exchange Edge Transport Server	Edge transport server(s) down in a single data center.	All users who can no longer send / receive emails to/from the Internet or other external email systems.
Business Together Exchange	Business Together Exchange Service Firewall(s)	All Firewalls down in a single datacenter.	All users of the data center if primary and secondary Firewalls are down.
Business Together Exchange	Proxy Loadbalancer	Single load balancer down per Data Center.	Maximum 50% of the datacenter if loadbalancer down and blocking all traffic; 25% otherwise.
Business Together Exchange/Internet Network	Internet router	Internet router(s) down in a single datacenter.	50% of the users of the datacenter if both Internet routers are down.
Business Together Exchange/Intranet Network	WAN router	Two routers down in a single datacenter due to Orange.	All users of the datacenter.

Service	Exchange Service Equipment	Minimum Equipment Failure for Availability SLA	Users Impact Calculation
Managed Messaging Protection Services	SMTP relays	SMTP relay servers down.	All users who can no longer send / receive emails to/from the Internet.
Business Together Exchange (Storage)	Filer	Single filer down.	The number of Messaging users registered on the data bases of the impacted filer.

The reference for measuring the number of impacted users will be the Root Cause Analyst report performed by Orange after each outage, and reviewed with Customer.

The Service Availability Service Levels are specified in Clause Exhibit A.

Subject to the conditions set forth above, if the actual Service Availability is less than the Service Availability Service Levels set forth in Exhibit A (Customer Specific Service Levels), then Customer will be entitled to receive the service credits as specified in Clause 1.8 (Service Credits).

1.5 Call Management Service Level Objectives

The Service Levels Objectives for Call Management as follows:

Table 2: Call Management Service Level Objectives

Severity	Definition	Initial Status	Subsequent Status
1	Critical impact to business functions.	30 minutes	Every hour
2	Incident causing degradation of service resulting in impact to business functions.	60 minutes	Every 2 hours
3	Incident causing low impact to business functions.	4 hours	Every 8 hours
5*	Request for Information, other requests that do not have any immediate impact to the service provided.	24 hours	Every 48 hours

1.6 Time to Intervene and Time to Restore Service Levels and Service Level Objectives

Time to Intervene is measured from the time when an Incident is logged into the Orange trouble ticketing system to the time when an Orange engineer is assigned to the Incident.

Time to Restore is measured from the time that a trouble ticket is opened by Orange for the Incident to the time that the Exchange Messaging Service is restored to Proper Operational Condition, excluding any time during which Orange is unable to contact Customer.

The Service Level for Time to Restore Severity Level 1 Incidents and the Service Levels Objective for Time to Intervene and for Time to Restore for Severity Level 2 to 5 Incidents are as in Table 3.

Table 3: Time to Intervene and Time to Restore SLAs & SLOs

Severity Level	Definition	Time to Intervene	Time to Restore
	Incident Causing	Hosting Centers	Hosting Centers
1	Critical impact to business functions.	1 hour response	4 Hours
2	Degradation of service.	2 hours response	8 Hours
3	Low impact.	8 hours response	48 Days
5	Request for information, other requests that do not have any immediate impact to the service provided.	24 hours response	7 days

1.7 Additional Service Level Objectives & KPIs

These optional Service Level Objectives and KPIs can be reported monthly subject to additional Customer Service Manager (CSM) charges.

1.7.1 Service Level Objective for Time to Change

Time to Change is measured from the time that an approved change request is received by Orange to the time the change is 'effective'; the change will be deemed effective when Orange determines that the change has been successfully implemented and tested, before Customer may validate and approve the change. Customer's change requests will be classified as follows:

- **Category 1:** High or clear impact, high risk or complex non-standard changes not identified in the Changes Catalog.

- **Category 2:** Medium or little impact or medium risk changes that require significant intervention, as described in the Changes Catalog including mailbox restoration requests.
- **Category 3:** While Servers are running and pass Orange internal tests, low impact and simple changes that are quick to implement, as described in the Changes Catalog.

Table 4: Time to Change SLO

Medium	2	48 business hours
Low	3	2 hours

For Category 1 Changes, Orange will notify Customer of the applicable Time to Change within 5 Business Days.

1.7.2 **Message Transit KPI**

KPI calculation is based on system logs.

Table 5: Message Transit KPI

Scope	Indicator	SLO	Service Level
Exchange messaging.	Local Delivery To Customer Mailbox	SLO	Orange will route to the destination mailbox at least 99% of all deliverable mail messages received by the Service, within 3 minutes.
Exchange messaging with different hosted server locations.	Message Transit Time	SLO	Orange will transmit a message between hosted mail servers: <ul style="list-style-type: none"> ▪ At least 90% of all transited messages within 1 minute. ▪ At least 95% of all transited messages within 15 minutes. ▪ At least 99.50% of all transited messages within 60 minutes.

The KPI does not apply in any month during which more than (a) 1% of Customer's total volume of messages transited are greater than 5MB in size, or (b) 3% of Customer's total volume of messages transited are greater than 1MB in size.

1.8 **Service Credits**

1.8.1 **Service Availability Rate**

Subject to the conditions set forth in Clause 1.4 of this Service Level Agreement document, if the actual Service Availability is less than the Service Availability Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Outage occurred. The credit will be based on one day (1/30) of the Qualifying Charges for each hour of Outage up to a maximum of 25% of Qualifying Charges. All credits will be pro-rated on a per minute basis.

1.8.2 **Time to Restore**

If the Time to Restore Service Level is not achieved for a Severity Level 1 Incident, then Customer will be entitled to receive a credit equal to €100 for each full Business Hour of delay, up to a maximum of €1,000 per month and per Incident, subject to the limitation on total credits due for all unachieved Service Levels specified in Clause 1.3 (Conditions and Exclusions) of this Service Level Agreement document.

EXHIBIT A CUSTOMER SPECIFIC SERVICE LEVELS

If optional services are bundled into the charge for Business Together Exchange, this amount is estimated as a percentage of the total amount of Qualifying Charges of Business Together Exchange Messaging Service.

Table 6: Service Availability Service Level

Location	Service	Service Availability	Qualifying Charges
Orange Hosting Data Centers	Business Together Exchange Messaging Service	99.9% (resilient design)	Managed Exchange Enhanced Service.
Orange Hosting Data Centers	Business Together Exchange Messaging Service	99.8% (non resilient design)	Managed Exchange Standard Service.

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Location	Service	Service Availability	Qualifying Charges
Orange Hosting Data Centers	managed BlackBerry Enterprise Server	99.5%	Managed BlackBerry Service charge or 15% of Managed Exchange if no separate charge.
Orange Hosting Data Centers	Managed Relay Service	99.8%	Managed Relay Service charge plus 50% of the total Managed Exchange service charge.

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TOGETHER – MANAGED EXCHANGE SERVICE