



1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE COMPUTING EXPRESS SERVICE

1.1 Introduction

This Service Level Agreement ("SLA") describes the Service Levels applicable to the Flexible Computing Express 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 1.7 below.

All capitalized terms used but not defined herein will have their meanings set out in the General Conditions, the Specific Conditions for Cloud Services, or the Service Description for Orange Flexible Computing Express.

1.2 Definitions

"**Qualifying Charges**" means the monthly recurring Charges for the standard Service, to the exclusion of any optional component (e.g. dedicated customer service, intranet VPN connection, and capacity backup option).

"**Scheduled Maintenance**" means maintenance scheduled by Orange.

"**Third Party Intervention**" means intervention by any person not authorized by Orange.

1.3 Calculation of Uptime Guarantee

The Uptime Guarantee is measured by an indicator called Maximum Interruption of the Service (MIS). The MIS is the accumulated downtime occurred during the Reference Period.

The Reference Period:

- begins on the first day of the calendar month (or the date of Acceptance of the Service for the first month of the Service) and
- ends on the last day of the calendar month (or the date of termination of the Order for the last month of the Service).

1.4 Service Level for Uptime Guarantee of the Hosting Platform

The Service Level for Uptime Guarantee for the Hosting Platform of the Service is 99.95% per Reference Period.

This Service Level includes the uptime of subsets servers, disk spaces, internal and external network equipment and load balancing and security equipment.

Orange will have two slots of no more 60 minutes per calendar month to perform Scheduled Maintenance on the Hosting Platform. Such Scheduled Maintenance will be excluded from the calculation of the Service Level achievement. Orange will use reasonable endeavor to inform Customer of the date and duration of the Scheduled Maintenance at least ten (10) calendar days in advance. Orange will perform the Scheduled Maintenance when the Service is the least used by Customer, except in the event of emergency maintenance.

If the actual Uptime Guarantee of the Hosting Platform is less than the Uptime Guarantee of the Hosting Platform Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges. The credit will be calculated as 5% of the Qualifying Charges for each hour of downtime up to a maximum credit of 100% of the Qualifying Charges.

Example: a monthly downtime of 2 hours (with 22 minutes included in the uptime guarantee of 99.95%) results in a credit of 10% off the monthly recurring charges for the Service without options.

1.5 Service Level for Uptime Guarantee of the Self-Management Portal

The Uptime Guarantee for the availability of the Self-Management Portal is 99.8% per Reference Period.

This Service Level includes the uptime of the infrastructure and applications necessary to provide the Self-Management Portal.

Orange will have one slot of no more than 4 hours per calendar month to perform Scheduled Maintenance of the Self-Management Portal. Such Scheduled Maintenance will be excluded from the calculation of the Service Level achievement. Orange will use reasonable endeavor to inform Customer of the date and duration of the Scheduled Maintenance at least ten (10) calendar days in advance. Orange will perform the Scheduled Maintenance when the Service is the least used by Customer, except in the event of emergency maintenance.

If the actual Uptime Guarantee of the Self-Management Portal is less than the Uptime Guarantee of the Self-Management Portal Service Level, then Customer will be entitled to receive a credit against

the Qualifying Charges. The credit will be calculated as 5% of the Qualifying Charges for each two hours of downtime up to a maximum credit of 20% of the Qualifying Charges.

Example: a monthly downtime of 2 hours (with 87 minutes included in the uptime guarantee of 99.8%) results in a credit of 5% off the monthly recurring charges for the Service without options.

1.6 Service Level Objective for CPU Power and Memory RAM Burst

Orange will use reasonable endeavors to ensure that more than 95% of the CPU Power and Memory RAM bursts required by Customer can be fulfilled.

Orange will set up a permanent monitoring to measure the achievement of this objective.

This Service Level is an objective only and Customer will not be entitled to any remedies, financial or otherwise, associated with the non-achievement of this Service Level objective.

1.7 Payment of the Credits

If Customer is entitled to claim credits under this SLA, Customer must:

- Contact the Standard Customer Service by email within thirty (30) calendar days following the end of the month during which the alleged SLA breach occurred.
- Include in such email: the nature of the problem with dates, hours of start and end of each incident, and the ID number of the affected Virtual Machine(s).
- Include also in this email the server logs to document the incidents. These logs must cover all the hour slots of the incidents. Logs with sensitive or confidential data may be rendered anonymous by hiding information that cannot be disclosed.
- The Standard Customer Service will review the request and confirm the underachievement of the Service Levels.
- Orange will issue all undisputed credits within 90 days of Customer's written claim.

1.8 Conditions and Exclusions

This SLA, and Customer's entitlement to the remedies set out in this SLA, is subject to the following conditions and exclusions:

- All Service Levels are measured on a monthly basis.
- Failure by Orange to comply with the Service Level will not relieve Customer from its obligation to pay the Charges.
- The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide Services in accordance with the Agreement. Periodic routine, non-routine, or emergency maintenance of the Service by Orange, 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 SLA.
- The SLA applies to noncompliance solely caused by Orange.
- The targets in this SLA will not be applied against any missed Service Levels that resulted from a failure by a software editor, manufacturers, third service providers or any other third party other than an Affiliate of Orange. In such case, Orange will ensure that patches or workarounds as soon as possible.
- Orange will exclude Orange-scheduled or customer-scheduled maintenance from the Uptime Guarantee calculations.
- Service Levels will apply from the first full month following the Date of Acceptance of the Service.
- Credits apply for each Service Level but are not cumulative for the same incident.
- In no event will total credits due for all unachieved Service Levels in any Month exceed 100% of the Qualifying Charges for the Service that month.
- In no event will total credits due for all unachieved Service Levels in any Year exceed 3 month of Qualifying Charges.
- In case of dispute regarding the non-achievement of a Service Level, the records and information from Orange will prevail.
- Orange reserves the right to change the methods and tools used to measure and report the Service Levels achievement.
- Notwithstanding anything in this SLA, in no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure event, Scheduled Maintenance, third party intervention or environmental conditions, or by any act or omission of Customer or any Customer-authorized user of the Service, non-availability of Customer during an incident.

- The SLA will cease to apply from the date the actual termination of the Service of the service has been notified by email to Customer.
- Any change to the Service requested by Customer.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE COMPUTING EXPRESS SERVICE