



## 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE COMPUTING GLOBAL SERVICE

### 1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Orange Flexible Computing Global Service (the "**FCG Service**"). Non-achievement of a Service Level may entitle Customer to receive credits against Charges as set out in this SLA.

### 1.2 Definitions

All capitalized terms used but not defined in this SLA will have the meanings set out in the Agreement, the Specific Conditions for Cloud Services, or the FCG Service. As used in the context of the FCG Service, the following words shall have the meanings defined in this Clause 1.2.

"**Availability Rate**" shall be the difference between the duration of the total theoretical Availability (i.e. 100%) and the duration of the Outage excluding Scheduled Maintenance and Emergency Maintenance (measured during the applicable calendar month within which an Outage occurs) using the formula:  $\text{Availability (\%)} = (\text{Total Time minus Confirmed Outage} / \text{Total Time}) \times 100$ .

"**Confirmed Outage**" means the total time of an Outage of a FCG Service minus the time of such Outage due to Scheduled Maintenance or Emergency Maintenance.

"**Emergency Maintenance**" shall be any maintenance or repair works which needs to be carried out on any networks or other infrastructure used to provide the Services.

"**Outage**" means non-availability of the FCG Service where one or more of the Solution Monitors shows three (3) consecutive failure alerts (each such alert showing the same failure of the FCG Service).

"**Qualifying Charges**" means the monthly Charges for the relevant features of the FCG Service as set forth in Clause 1.4 below.

"**Scheduled Maintenance**" means maintenance of the Hosting Platform scheduled by Orange.

"**Solution Monitors**" means the monitoring hardware and software used to monitor and measure the Services.

"**Total Time**" (also known as the "**Reference Period**") means 720 hours in a calendar month, irrespective of the numbers of actual days in the calendar month.

### 1.3 Service Level for Availability Rate of the Hosting Platform

The Service Level for Availability Rate for the Hosting Platform of the FCG Service is 99.95% per Reference Period.

This Service Level covers the following features of the FCG Service:

- Internet Gateway.
- Internet Connection.
- IP-VPN Gateway.
- Virtual Machine.
- Virtual Load Balancer.
- Private Catalog.
- Storage component of Compute Resource Pools.

For the avoidance of doubt,

- (a) operating systems (OS) are not included in the Service Level for Availability Rate for the Hosting Platform; and
- (b) the Business VPN Connection shall be governed by the Service Levels set forth in the Service Level Agreement for Orange Business VPN Service.

#### 1.4 Credits

If the actual Availability Rate of the Hosting Platform for a Virtual Room is less than the Availability Rate of the Hosting Platform Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Virtual Room based on Table 1.

**Table 1: FCG – Credit Calculation**

Monthly Outage	Percentage	Credits Equal to Percentage of Qualifying Charges
< 22 Min	99.95%	0
22 Min - <1hr 23 Min	99.95% – <99.81%	3%
1hr 23 Min - <2hr 25 Min	99.81% - <99.67%	5%
2hr 25 Min - <3hr 39 Min	99.67% - <99.50%	10%
3hr 39 Min - <7hr 18 Min	99.50% - <99.00%	25%
>7hr 18 Min	<99.00%	50%

Credits will be separately calculated in relation to each of the relevant features of the FCG Service that have been ordered by the Customer and are hosted on the affected Virtual Room(s).

#### 1.5 Conditions and Exclusions

Notwithstanding anything to the contrary, 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 as described in Clause 1.2 (Calculation of Availability Rate) above.
- The 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. Scheduled Maintenance and Emergency Maintenance will not be deemed to be a failure of Orange to provide the FCG Service in accordance with the Agreement or the breach of any SLA.
- The SLA applies to non-compliance solely caused by Orange.
- The targets in this SLA will not be applied against any missed Service Levels that result from a failure by software or any component installed by Customer.
- The duration of an Outage shall commence from the time Orange records it and shall conclude at the time Orange records the FCG Service being restored. Outages are calculated and rounded down to the nearest minute (for example, if an Outage period is 5 minutes and 35 seconds, such Outage period would be rounded down to 5 minutes).
- Qualifying Charges shall be calculated as the lesser of: (a) the monthly Charges relating to the specific configuration of the FCG Service at the time of the Outage; or (b) the actual monthly Charges for the relevant features of the FCG Service for the calendar month in which the Outage occurred.
- In no event will total credits due for all unachieved Service Levels in any Month exceed 50% of the Qualifying Charges for the FCG Service that month.
- 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 the alleged SLA breach occurred. 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. Orange will issue all undisputed credits within 90 days of Customer's written claim.
- 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.
- 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 or by any act or omission of Customer or any Customer-authorized user of the FCG Service, or non-availability of Customer during an Incident.
- Service Levels will not apply with respect to any change to, or customization of, the FCG Service requested by Customer.
- For the avoidance of doubt, no credits shall be due or paid under this Service Level Agreement for any failure to achieve Service Levels for Business VPN connection.

- Scheduled Maintenance will generally be performed one (1) Sunday in any calendar month. Orange will use reasonable endeavor to inform Customer of the date and duration of the Scheduled Maintenance at least 7 days in advance. Scheduled Maintenance on the Hosting Platform will generally be performed between the hours of 00:01 – 04:00 local time of the relevant datacenter, except in the event of Emergency Maintenance. In relation to Emergency Maintenance, Orange will use its reasonable endeavors to give Customer as much notice as is reasonably practicable.

**END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE COMPUTING GLOBAL SERVICE**