



## 1 SERVICE LEVEL AGREEMENT FOR MOBILE SSL SERVICE

### 1.1 Introduction

This SLA describes the Service Levels applicable to the Mobile SSL Service. Each Mobile SSL gateway is covered individually in the present document. Non-compliance with a Service Level may entitle the Customer to receive a service credit or other remedy as set out and subject to the terms and conditions herein.

### 1.2 Definitions

The terms used in the Service Level Agreement have the meanings that are explained below. In case of contradiction between the definitions given in this document and those given elsewhere in the Agreement, the definitions contained below will prevail for the purpose of this Service Level Agreement.

The terms used but not defined in the present Service Level Agreement have the meanings given to them in the Mobile SSL Service Description or elsewhere in the Agreement.

"**COG**" or "**Customer Operation Guide**" designates the operational guide presented to the Customer during activation, communicating all details for contacting the support center responsible for managing incidents – the GCSC.

"**GCSC**" or "**Global Customer Support Centre**" designates the customer support center.

"**Remote Diagnosis**" designates a first-level diagnosis and corrective maintenance carried out remotely, in order to re-establish the normal functioning conditions of the equipment used by the Mobile SSL gateway server.

"**Repair Time**" designates, for the Remote Diagnosis, the period between the beginning of the diagnosis and the restoration of the normal functioning conditions for the equipment used by the Mobile SSL gateway server and, for on-site maintenance, the period between the arrival of the engineer on the site and the restoration of the normal functioning conditions of the equipment used by the Mobile SSL gateway server.

"**Response time**" designates, for the Remote Diagnosis, the period between the time when the call concerning the incident is recorded by the GCSC and the time when the diagnosis begins and, for on-site maintenance, the period between the expiration of the Response Time for the Remote Diagnosis and the arrival of the engineer at the site.

"**Scheduled Maintenance**" designates the routine maintenance planned by Orange, to apply generic modifications or updates to the Mobile SSL Gateway or the Orange network.

"**Service Availability**" designates the availability of the functionality and services supplied to the Customer for an individual service provided by Mobile SSL gateway. It is expressed as a percentage of the functioning time over the total duration of the observed period.

"**SLA**" or "**Service Level Agreement**" means a performance target applicable to the Mobile SSL Service, which generates a service credit or other remedy in the event that Orange does not meet the target. The SLA is subject to Customer having jointly subscribed to a service manager (Customer Service Manager) to handle SSL issues and reports.

"**SLO**" or "**Service Level Objective**" means a performance target applicable to the Mobile SSL Service, which does not generate a financial penalty in the event that Orange does not meet the target.

"**SRF**" designates the Service Request Form.

"**Third-party intervention**" designates the intervention of a person not authorized by Orange.

### 1.3 Service Credits

Each SLA is subject to a points calculation. The total points of all relevant SLAs combined, will result in a service credit percentage that will be converted to a credit note to be deducted from the invoice for the Service of the month following the month during which the claim for service credits was made. The correspondence between the points and the service credits is given in the table below. The percentage will be applied to the Monthly Recurring Charge for the Service during the month for which the SLAs are measured.

**Table 1: Service Credits by Points**

Total Number of Points	Service Credit
0 – 9	0%
10 – 19	5%
20 - 29	10%
30 – 39	15%
40 – 49	20%
50 - >51	30%

**1.4 Lead Time to Deliver SLA**

Orange shall use reasonable efforts to deliver the Service at the agreed date. The applicable Service Level Agreement is "Lead Time to Deliver" (LTD). The service level is expressed in weeks. The LTD is calculated by subtracting from the date of the Service Acceptance the date a duly signed Order form is received by Orange.

This SLA will only apply when a completed SRF is received by Orange within two weeks following the signature of the order form. The deployment will be delayed if Customer does not conform to this requirement or if he requests changes to the specifications listed in the completed and accepted SRF.

The Service Levels for LTD will be:

- 10 weeks for an implementation in Europe
- 11 weeks for an implementation in North America
- no Service Levels for the rest of the world

In case the Service Levels are not met, the following points will be granted for the calculation of the Service Credits described in Clause 1.3.

**Table 2: Lead Time to Deliver Points**

Lead Time to Deliver in Europe (weeks)			Lead Time to Deliver in North America (weeks)		
Min	Max	Number of Points	Min	Max	Number of Points
0	10	0	0	11	0
11	12	10	12	13	10
13		20	14		20

**1.5 Service Availability SLA**

The Service Availability SLA is expressed as a percentage and is calculated by dividing the total theoretical time for a given period, reduced by the time during which the service was interrupted, by the total theoretical time of the period. Service Availability is measured on a monthly basis.

The Service Level shall apply for each individual component, which shall either be a stand-alone SSL gateway or a pair of high-availability SSL gateways. The Service Availability SLA shall not apply to any peripheral item, such as equipment for accessing logs or configuring the active security element, or the reporting service.

Service Availability for the Service is calculated using the following formula:

$$A_c = 100 \times \frac{(t_{max} - t_{outage} + t_{planned} + t_{nonOrange})}{t_{max}}$$

- $A_c$  = percentage representing the availability of the component.
- $t_{max}$  = theoretical number of hours over the reference period.
- $t_{outage}$  = number of hours that the service of a component was interrupted during the given period.
- $t_{planned}$  = number of hours during which the Service was interrupted with the agreement of the Customer for a maintenance operation or for a Scheduled Maintenance.
- $t_{nonOrange}$  = number of hours during which the Service was interrupted due to elements beyond the control of Orange.

The reference period shall be from the first to the last day of the month. The actual Service Availability shall be calculated 12 times a year. The total hours during the month depends upon the month:

- months with 28 days: 672 hours
- months with 29 days: 696 hours

- months with 30 days: 720 hours
- months with 31 days: 744 hours

The Service shall be considered as interrupted when it is qualified as a Severity 1 incident, as reflected by the Orange incident database. The outage will be calculated based on the date and time of opening and closure of the incident ticket.

The Service Levels for Service Availability shall be as follows.

**Table 3: Service Level for Service Availability**

Type of Service	Service Availability
Service in "Basic" option	99.80%
Service with "High Availability" option	99.90%

In case the Service Levels are not met, the following points will be granted for the calculation of the services credits described in Clause 1.3.

**Table 4: Rate of Availability of "Basic" & "High" Services**

Rate of Availability of 'Basic' Service			Rate of Availability of 'High' Service		
Lower Boundary	Upper Boundary	Number of Points	Lower Boundary	Upper Boundary	Number of Points
99.80%	100.00%	0	99.90%	100.00%	0
99.50%	99.799%	10	99.80%	99.899%	10
0.00%	99.499%	20	0.00%	99.799%	20

**1.6 Call Management SLO**

The target waiting time before accepting a call for an incident is 15 seconds, from the time when the call is connected to the GCSC.

The Customer receives all information necessary for contacting the Customer support center, the GCSC, recorded in the Customer Operations Guide, given to the Customer when the Service is activated. Calls will be taken 24x7.

**1.7 GTTR SLA & SLO**

The GTTR designates the Orange ability to restore any defective service, whether the Service is hosted at Customer's site or the Orange hosting center.

The GTTR is subject to the Service's detailed availability table and only applies to the Mobile SSL gateway active security component and not, for example, to the Customer's web portal.

For each incident, the resolution deadline is calculated from the date and time of opening of the incident ticket and its date and time of closure, as defined in the Orange incident database.

An incident ticket is closed following the restoration of the service.

The Service Levels for GTTR will be as follows.

**Table 5: GTTR Service Levels Definitions**

Severity Level	Remote Diagnosis	Onsite Maintenance Service(*)
<b>Severity 1</b>	Response Time: 30 minutes	On-site intervention time: 4 hours
	Repair Time(**): 4 hours	Repair Time(**): 8 hours
<b>Severity 2</b>	Response time: 4 hours	Response time: 4 hours
	Repair Time: 8 hour	Repair Time: 8 hours
<b>Severity 3</b>	Response time: 8 hours	Response time: 8 hours
	Repair Time: 10 days	Repair Time: 10 days

(\*) On-site maintenance is only supplied if Orange is not able to restore the normal functioning conditions for equipment using Remote Diagnosis. It may include the replacement of equipment on the site.  
(\*\*) In accordance with the definitions in Clause 1.2, the Repair Time includes the response time and the on-site intervention time, in case of a requirement for on-site maintenance.

If the GTTR Service Levels are not met for a particular incident, Customer will be granted the following points for the calculation of the services credits described in Clause 1.3.

**Table 6: GTTR Severity 1 Points**

GTTR for Severity 1	Number of Points
GTTR exceeded by up to 1 hour	5
GTTR exceeded by more than 1 hour	10

The GTTR for Severities 2 and 3 will be Service Level Objectives.

**1.8 Time to Change SLA**

Time to Change measures the ability of Orange to carry out change requests for the security policy and the configuration of the Mobile SSL Service.

The following calculation is performed:

$$TTC_{xx} = 100 \times \frac{NbChangeOK_{xx}}{NbChange}$$

- $TTC_{xx}$  = Rate of implementation of change requests by the deadline XX.
- $NbChangeOK_{xx}$  = Number of change requests carried out within the deadline XX.
- $NbChange$  = Number of change requests over a given period.

Only the change requests carried out within the period being analyzed are included in the calculation. The deadline for implementing changes does not include weekends, namely from Saturday 00:00 to Sunday 23:59.

The service levels are calculated on a monthly basis, between the 1st day at 0:00 to the last day of the same month at 23:59.

Only "basic" changes as listed in the SGW CCS web portal will be taken into consideration. These "basic" changes are defined in the "service changes" catalogue available in the SGW CCS.

The Service Levels for TTC will be as follows:

**Table 7: Service Levels for Time to Change**

Reference for the Commitment	Level of Completion of Changes	Implementation Deadline
Change 24	70% of changes	24 hours (excluding weekends)
Change 48	95% of changes	48 hours (excluding weekends)

If the TTC Service Levels are not met, Customer will be granted the following points for the calculation of the services credits described in Clause 1.3:

**Table 8: Time to Change Service Levels**

Level of Completion of Change – Change 24			Level of Completion of Change – Change 48		
Lower Boundary	Upper Boundary	Number of Points	Lower Boundary	Upper Boundary	Number of Points
70.0%	100.0%	0	95.0%	100.0%	0
65.0%	69.9%	10	90.0%	94.9%	10
0.0%	64.9%	20	0.00%	89.9%	20

These points may be combined.

**1.9 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 set out herein will only be SLAs if the Customer has ordered the services of an Orange service manager (Customer Service Manager) who also handles SSL issues and reports. Otherwise, they will be SLOs.
- (b) Service Credits are to be claimed by the Customer within a period of 2 months from the notification by Orange to the Customer of the report reflecting the actual performance by Orange against the Service Levels.
- (c) The SGW CCS web portal for monitoring the Service (reporting, monitoring incidents, etc.) is not subject itself to any Service Levels.
- (d) Breach of Service Level does not exempt the Customer from its obligation to pay the Charges for the Services.

- (e) Excluded from the calculation of performance of the Service Levels are all periods of time attributable to cases of Force Majeure, Scheduled Maintenance, intervention by third parties, environmental conditions, power cuts, failures during exchanges between telecommunication operators, changes to the Service made at the request of the Customer, physical interruptions to termination segments not attributable to Orange or to telecommunication operators, or any act or omission by the Customer or a user of the Mobile SSL Service who is authorized by the Customer.
- (f) The Service Levels exclusively concern the infrastructure of the Mobile SSL Service and under no circumstances apply to the Internet, the local browser and users' Internet connections.
- (g) Except where stated to the contrary, the Service Levels are effective from the first full month following the Date of Acceptance of the Mobile SSL gateway Service on the site in question.
- (h) Except where stated to the contrary, the period measured for each Service Level starts on the first day of the month and ends on the last day of the month.
- (i) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels under this Service Level Agreement.
- (j) The GTTR Service Levels are subject to the availability of the Service in the country concerned (list supplied by Orange, upon request from the Customer, which may be modified as required) and the availability of the "site" engineer and the Customer contact on the site. This contact must be defined case-by-case.
- (k) In no event will Customer be entitled to receive any remedies for non-achievement of any Service Level if such non-achievement was caused by a third party; by the Customer; or due to the inability to contact the Customer in case of an Incident. In such cases, the total period of unavailability will be reduced by the period of unavailability caused respectively by such Third Party, the Customer, or inability to contact the Customer. This measure also applies if the Customer refuses to allow the Contractor (or its representative) access to the site to restore the availability of the Service.

#### 1.10 Scheduled Maintenance

Orange reserves the right to suspend the service for maintenance (Scheduled Maintenance) every Sunday from 06:00 to 12:00 (CET). This time period may be changed by Orange in consultation with the Customer to take into account operating constraints for the Service. Orange must inform the Customer at least a week in advance if the maintenance period will be used.

Furthermore, a Scheduled Maintenance is planned on the last Sunday of each month to reboot the servers. This time period may be changed by Orange in consultation with the Customer to take into account operating constraints for the Service.

Orange may have to carry out exceptional Scheduled Maintenance operations to respond to threats caused by third parties, who may strongly impact the service, creating incidents of severity 1; for example, this may include a "denial of service" attack. In such case:

- Orange will contact the Customer's administrator,
- If Orange does not receive any reply from the Customer within the time defined in the Customer Operations Guide, Orange shall be entitled to decide to apply the necessary corrective measures.

#### END OF SERVICE LEVEL AGREEMENT FOR MOBILE SSL SERVICE