



1 SERVICE LEVEL AGREEMENT FOR WEB PROTECTION SUITE

1.1 Introduction

This document sets out the Service Levels applicable to the Orange Web Protection Suite of services. Orange will use commercially reasonable efforts to meet the Service Levels during each applicable period of the provision of the Services.

The Orange Scheduled Maintenance, 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 the Services in accordance with the Agreement. Furthermore, in no event will a failure to meet any Service Level be deemed a breach of the Orange obligations if such non-achievement was caused by a Force Majeure event, Third Party Intervention or environmental conditions, power outages, major failures to TO exchanges, or by any act or omission of Customer or any End User of the Web Protection Suite Service.

This SLA applies only to the Orange Web Protection Suite, and does not cover the Internet, or the local browser, the End User PC set-up, and/or Customer IT Infrastructure including but not limited to the End User's link to the Internet, although these may be provided separately by Orange in which case they will be covered as described in the relevant service description and associated SLAs.

Service Levels will apply from the first full calendar month following the Date of Acceptance of the Services.

1.2 Definitions

As used in the context of Web Protection Suite, the following words will have the meanings defined in this Clause 1.2. Solely as used in the context of Web Protection Suite Service, the words defined in this Clause 1.2 will supersede any conflicting definitions set out elsewhere in the Agreement. Capitalized terms used and not otherwise defined in this SLA will have the meaning ascribed to them elsewhere in the Agreement.

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

"**Web Service**" means either the Web Malware Scanning ("**MS**") and/or the Web Filtering (WF) as contracted by Customer.

1.3 Service Level Agreement for Web Protection Suite

1.3.1 Web Service Availability

The Orange network and systems will process and deliver End Users' Web requests at least 99.999% of the total hours during every month the Web Services are used ("**Web Service Availability**"). Web Service Availability will be determined on an aggregate basis across all Locations. Orange provides both primary and secondary proxy addresses for each Location to which Web traffic for each such Location may be directed. As a result, non-availability for Web Services occurs only where Web content sent from a Location to both proxy addresses is not being received, scanned, analyzed, filtered, or transmitted after filtering to End Users at the affected Location.

If the Web Service Availability is breached, Orange will reimburse Customer a proportion of the monthly Web Services charges on the following basis:

Table 1: Service Credits by Points

Monthly Web Service Availability	Performance Credit - Percentage Reimbursement of Monthly Service Charges for Web Services
100 – 99.95%	0%
99.95 – 99.5%	10%
99.49 – 99.0%	20%
98.99 – 98.5%	30%
98.49 – 98.0%	40%
97.99 – 97.5%	50%
97.49 – 97.0%	60%
96.99 – 96.5%	70%
96.49 – 96.0%	80%
95.99 – 95.5%	90%
below 95.5%	100%

1.3.2 Web Filtering Latency

Web Filtering Latency refers to the additional Web page load time attributable to the Web Services.

Web Filtering Latency is assessed by reference to the average elapsed time between:

- a Web page request being sent to Orange at the datacenter where the applicable WPS Towers are located; and
- receipt of the requested Web page data by the requesting party.

Web Filtering Latency shall be assessed solely by reference to the time taken to download a discrete resource from a selection of popular websites. For the avoidance of doubt, Web Filtering Latency does not apply to the Secure Web Anywhere service.

To calculate the average Web Filtering Latency, Orange shall measure the average elapsed time taken to download a discrete resource from each of the websites referred to above ("**Filtered Response Time**") and compare this time to the average elapsed time taken for identical Web page requests by the same requesting party during the same testing period which are not processed through the Services ("**Unfiltered Response Time**"). Each such sample of the Filtered Response Time and Unfiltered Response Time is referred to as a "**Sampled Pair**". Such samples shall be taken every 60 minutes.

If the Filtered Response Time (averaged over all of the Sampled Pairs) in any one month exceeds the greater of:

- one second more than the Unfiltered Response Time; or
- three times the Unfiltered Response Time,

then Orange will reimburse an amount equal to 10% of the monthly Charges during such month for the Web Filtering Service.

1.3.3 False-Positive Web Filtering Rate

The "**False-Positive Filtering Rate**" Service Level measures the percentage of URLs and domains that were blocked by the Service but, based on Customer chosen categorization policies, should not have been blocked ("**Bad Blocks**"). For the avoidance of doubt, if a URL is in the 'unclassified' category it shall be required to be blocked if you have elected to block all unclassified URLs.

The False-Positive Filtering Rate shall be determined by multiplying 100 by the total number of Bad Blocks in a calendar month at all Locations and dividing this product by the total number of URLs scanned by the Web Filtering Service at all Locations during the same calendar month, where the Bad Blocks are determined by Orange acting reasonably. Orange shall respond within seven days of receipt of written notification that Customer and/or End User believe there to have been a Bad Block, and shall give reasons for the decision by Orange as to whether there has been a Bad Block or not.

If the False-Positive Filtering Rate is greater than or equal to 0.0004%, Orange will reimburse Customer an amount equal to 10% of the monthly Charges during such month for the Web Filtering Service.

1.3.4 False-Negative Web Filtering Rate

The "**False-Negative Filtering Rate**" Service Level measures the percentage of URLs and domains that were not blocked by the Service but, based on End User chosen categorization policies, should have been blocked ("**Missed Blocks**"). For the avoidance of doubt, if a URL is in the 'unclassified' category it shall only be required to be blocked if you have elected to block all unclassified URLs.

The False-Negative Filtering Rate shall be determined by multiplying 100 by the total number of Missed Blocks in a calendar month at all Locations and dividing the product by the total number of URLs scanned by the Web Filtering Service at all Locations during the same calendar month, where the Missed Blocks are determined by Orange acting reasonably. Orange shall respond within seven days of receipt of notification that Customer and/or End User believes there to have been a Missed Block, and shall give reasons for the decision by Orange as to whether there has been a Missed Block or not.

If the False-Negative Filtering Rate is greater than or equal to 0.0004%, Orange will reimburse Customer an amount equal to 10% of the monthly Charges during such month for the Web Filtering Service.

END OF SERVICE LEVEL AGREEMENT FOR WEB PROTECTION SUITE