Business

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR CLOUD AVENUE OSL/STHLM/BER SERVICES

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Cloud Avenue Services. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, and/or other remedies, each set out in this SLA. Customers' entitlement to receive remedies under this SLA is subject to the conditions and exclusions detailed in Clause 1.3.

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 prevail to the extent of any such conflict. All capitalized terms used but not defined herein will have the meanings set out in the Agreement, the Specific Conditions for Cloud Services, or the Service Description for Cloud Avenue Services.

"**Availability Rate**" means, unless otherwise stated for a specific feature, the availability rate is defined by the following formula:

$$\text{Availability Rate} = \frac{(t_{month} - t_{downtime} + t_{exclusion})}{t_{month}}$$

Where:

- "t_{month}" means the time during which the concerned feature is subscribed for the month involved,
- "$t_{downtime}$" means the Downtime of the concerned feature for the month involved, and
- "$t_{exclusion}$" is the Downtime of the concerned feature for the month involved during which quality of service commitments of Orange are not applicable as per contractual provisions.

Availability Rates are measured on a calendar month basis (**"Measuring Period"**). The Availability Rate of the Cloud Avenue Service is the average of the Availability Rates of the functional components that constitute it.

"**Availability Zone**" means a separate data center or fire zone, in the same Region to allow the implementation of a local resilience.

"**Backup Service**" means the VM backup and restore mechanisms. When a VM carries a backup policy, it is deemed as protected.

"**Compute Services**" means the Virtual Data Center ("**vDC**") and vCenter on Demand ("**vCoD**") features, regardless of the class of service.

"**Downtime**" means the period(s) during which an Incident causes a significant malfunction of the Cloud Avenue Service or feature concerned, affecting all Users. Calculating the duration of the unavailability obeys specific criteria for each Service or feature. A Downtime is logged by a ticket with Priority P1.

"**General Terms and Conditions**" means Orange's terms and conditions for Cloud Avenue Services.

"**Guaranteed Availability Rate**" or "**GAR**" means the Availability Rate which Orange undertakes to provide service credits to the Customer.

"**Guaranteed Change Time Target**" or "**GCTT**" means the change time to which Orange commits in the event of change request.

"**Guaranteed Response Time Target**" or "**GRTT**" means the Response Time within which Orange undertakes to respond to an Incident ticket, in accordance with the level of support to which the Customer has subscribed.

"**Incident**" means a significant failure or malfunction of the Cloud Avenue Service or feature concerned.

"**Portal Services**" means all portals used by the Customer to manage the Cloud Avenue Service and its features.

"**Priority**" means the following levels used by Orange to classify Incident tickets:

Level	Category	Description
Priority 1	Critical	Includes faults that render impossible normal use of the Service, and which thereby have significant consequences for the Customer/users of the services.
Priority 2	Major	Includes faults that negatively impact regular use of the services, or parts of it.
Priority 3	Minor	Other faults that do not significantly impact regular use of the services.

"**Response Time**" refers to the time elapsed between a ticket's opening and notification to the Customer of Orange having taken it into account, minus the periods during which Orange's engagements do not apply.

"**Service Period**" means the time frame within which the Service Level Agreement is active, and the Orange Operation Center is available for inquiries.

"**Tenant(s)**" means a virtual private pool of resources on the Cloud Avenue Service infrastructure which is only accessible to Users that are authenticated by login and password.

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1.3   Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

(a)   The remedies contained in this SLA are the Customer's sole and exclusive remedies for any failure by Orange to provide Cloud Avenue Services in a manner which satisfies the Service Levels set out in this SLA. Orange does not guarantee any Service Levels on the platform before Orange has notified the Customer that the Service is delivered. The periodic routine, non-routine, or emergency maintenance of the Service, 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 Service Level.

(b)   Customer must submit claims for credits for unachieved Service Levels, using the credits request form (which can be obtained from Orange) to Orange within 30 days following the end of the month in which the alleged Service Level breach occurred. Customer must provide all the details of the Incident relating to the alleged Service Level breach in the request form (including the date and start/end times of the Incident, any system logs, and any other relevant information) provided that only Incidents which are recorded by a trouble ticket by Orange will be eligible for a claim for such credits. 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 in the next practicable invoicing cycle.

(c)   The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from: suspension of the Service; any attempt by the Customer to exceed the resources allocated to the Customer under a service feature; any modification to the Service without the written consent of Orange; act or omission of the Customer or a User that causes unauthorized access to the Service; act or omission of a third party software licensor or a third party service provider; a failure of network or other telecommunications services or any equipment (including Customer provided end points) being provided by a third party (other than an Orange subcontractor) or resulted from the refusal of any third party (other than an Orange subcontractor) to cooperate with Orange in resolving an Incident; causes not attributable to Orange; unavailability of Customer or User for Incident diagnosis and resolution attempt; the downtime duration will be frozen until Orange (or its representative) can make contact with the Customer in order to resolve the identified Incident, this also applies to cases in which the Customer denies access to the Site to Orange (or his representative) to restore it; implementation by Orange of changes to the Service requested by Customer; and any service feature(s) which are in beta (development) mode.

(d)   In no event will the total credits due for any unachieved Service Level in any calendar month exceed 25% the Charges for the Service at the Location.

(e)   Customer will not be entitled to receive credits or other remedies for non-achievement of any Service Level to the extent that such non-achievement was caused by, or the relevant Service Level expressly exclude any time attributable to: a Force Majeure Event, Third Party Intervention, environmental conditions, any component or equipment not managed and maintained by Orange as part of Cloud Avenue Services, power failure, any service provided by a third party, or by any act or omission of Customer, User, or an agent of Customer or User.

(f)   Service Levels for the Service will apply from the first full calendar month following commencement of the Service.

(g)   Failure to comply with the Service Level by Orange will not relieve the Customer from its obligation to pay the Charges.

(h)   In case of dispute regarding the non-achievement of a Service Level, Orange records and information will prevail.

(i)   Limitations specific to each Cloud Avenue feature, if any, are specified in this SLA.

(j)   The service quality commitments do not apply in cases excluded by the General Terms and Conditions, and in the following cases:

- Failure to comply with the resource limits allocated to a VM specified in the Service Description,
- The VMware tools versions installed on the Customer's VMs are not up to date, or
- The Customer's application processes conflict with the backup processes at the time of their execution.

1.4   Service Levels for Service Availability

1.4.1   **Availability Service Level for platform.** Orange's responsibility applies to the agreed Availability Rate. Measuring method: Measuring availability is normally done by measuring Response Time for service(s) every 5 minutes for the entire Measuring Period. The measurements are made within Orange's network. Downtime is characterized by the combination of the following conditions:

- Loss of external connectivity and/or permanent inaccessibility.
- Inability to create new VMs in the vDC, via the portal or API, for any reason other than reaching the limit of the vDC's capacity in GHz, RAM or storage.
- vDC storage unreachable.
- Inability to start VMs created in the vDC.

Name	Description	Type	Service Level Target / Availability Zone	Measuring Point Description	Refund Scheme, Reporting and SLA Available
Platform	*Availability for the platform.	Availability	99.95%	Availability is measured using the Supplier's standard monitoring tool.	Yes
Administration Portal	Availability Administration Portal.	Availability	99.5%	Availability is measured using the Supplier's standard monitoring tool.	Yes
*Availability of the underlying network, storage and compute for existing running workloads.					

1.4.2 **Availability Service Level Target for storage.** For the service SAN Storage Standard Performance, the following KPIs are provided:

Name	Description	Type	Service Level Target	Measuring Point Description	Refund Scheme, Reporting and SLA Available
Shared SAN Basic Performance and Shared SAN Basic Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write.	Performance	Performance: 2,500 IOPS and 50 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Standard Performance and Shared SAN Standard Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 5,000 IOPS and 100 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Standard-Plus Performance and Shared SAN Standard-Plus Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 10,000 IOPS and 250 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Premium Performance and Shared SAN Premium Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 20,000 IOPS and 500 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Premium-Plus Performance and Shared SAN Premium-Plus Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 30,000 IOPS and 1,000 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Ultra Performance and Shared SAN Ultra Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 40,000 IOPS and 1,500 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO
Shared SAN Ultra-Plus Performance and Shared SAN Ultra-Plus Performance - Encrypted	IOPS and MB/s for disc with 50/50 read/write	Performance	Performance: 50,000 IOPS and 2,000 mb/s per disc Regardless of Size. Average latency <= 1.99ms average across all block sizes.	IOPS, latency and bandwidth are measured using the Supplier's QoS-tool.	NO

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Limitations in Performance Profiles (IOPS and Bandwidth): The performance of virtual machines is governed by defined performance profiles that set limits for both IOPS and bandwidth (MB/s). When a VM reaches its defined IOPS or bandwidth target, the system will artificially increase latency to remain within the specified profile. The relationship between IOPS, bandwidth, and block size affects how these limits are reached. For example, small blocks (e.g., 4K) will typically cause the IOPS limit to be reached before the bandwidth limit. This means that it is not always possible to achieve both maximum IOPS and maximum bandwidth simultaneously, unless the block size and IOPS are perfectly aligned. This behavior is expected and does not indicate a fault or performance issue. Higher latency at IOPS/BW limits simply shows that performance is regulated according to the profile. If there is suspicion of issues that fall outside of this expected behavior, the case should be escalated to the Virtualization and Storage teams for further investigation of the affected VM.

1.4.3 **Availability Service Level for Object Storage Service.** Orange's responsibility applies to the agreed Availability Rate. Measuring method: Measuring availability is normally done by measuring Response Time for service(s) every 5 minutes for the entire Measuring Period. The measurements are made within Orange's network.

Availability Rate for Object Storage Service
Premium 99.99%
Standard 99.95%
Basic 97.0%
No-commit NO SLA

1.4.4 **Availability Service Level for Backup Service.** Orange's responsibility applies to the agreed Availability Rate. Measuring method: Measuring availability is normally done by measuring Response Time for service(s) every 5 minutes for the entire Measuring Period. The measurements are made within Orange's network.

Name	Description	Type	Service Level Target	Measuring Point Description	Refund Scheme, Reporting and SLA Available
Backup Service Platform	Availability for the platform.	Availability	99.95%	Availability is measured using the Supplier's standard monitoring tool.	Yes
Backup Service Data	Integrity of backup data.	Data Durability	99.99999999999%	Availability is measured using the Supplier's standard monitoring tool.	Yes

1.4.5 **Remedies for Service Availability.** Subject to what is set out above, if the actual Availability Rate(s) are less than the Availability Rate(s) set out in the Clauses above, then Customer will be entitled to receive credit for the relevant Service based on table below.

Availability Rate	Credit Equal to Percentage of Charge of Relevant Service
99.95% or greater	0%
Less than 99.95% but more than or equal to 99.0%	10%
Less than 99.0%	25%

1.5 Service Level Target for Support

1.5.1 **Guaranteed Response Time Target (GRTT).** Orange undertakes to comply with the following Response Time Targets applicable to the severity (refer to Priority levels 1-3), within the level of support (time frame) to which the Customer has subscribed.

Level of Support		
Incident Severity	Priority 1	As soon as possible and not later than: 30 mins
	Priority 2	As soon as possible and not later than: 60 mins
	Priority 3	Work will start within 8 hours

All events are registered and categorized in Orange's Operation Center. Unless the Customer specifies a level, Orange will specify a level. When specifying a level, the Orange prioritization and classification model definitions shall be used (defined in the Service Description).

Normal working hours are Monday – Friday, 08:00-16:00 CET, except for Norwegian, Swedish or German holidays.

Service Period	Monday-Friday Time Frame	Saturday Time Frame	Sunday Time Frame
Priority 1, Priority 2 (24x7x365)	00:00 – 24:00	00:00 – 24:00	00:00 – 24:00
Priority 2, 3 (Working day) NO	08:00 – 16:00	-	-
Priority 2, 3 (Working day) SE	08.00 – 17.00	-	-

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Service Period	Monday-Friday Time Frame	Saturday Time Frame	Sunday Time Frame
Priority 2, 3 (Working day) DE	09.00 – 18.0	-	-

1.5.2 **Guaranteed Change Time Target (GCTT).** Orange undertakes to comply with the following Guaranteed Change Time Targets (range) for each subscribed service, within the level of support (time frame) to which the Customer has subscribed.

Guaranteed Change Time Target	
Service Range = Administration range (within the Service Period)	
Execution of a standard change. A standard change is a pre-approved change which presents a low risk, somewhat current, and which is made according to a procedure or work instruction.	1H
Execution of an urgent change. Urgent changes are reserved for operations intended to correct critical Incidents or to correct major malfunctions which have an immediate or imminent impact on the Services.	8H
Execution of a normal change. Any change not classified as standard or urgent, is normal.	48H

1.6 Maintenance window for Orange's infrastructure

The platform is maintained in maintenance windows. These maintenance windows are used for shared infrastructure, and the schedule is set exclusively by Orange. These windows are used for updating hardware and software infrastructure (shared IaaS, PaaS or SaaS), as well as replacing failing components, components nearing the end of their life cycle, or increasing capacity. Orange must notify the Customer no later than five (5) working days before a planned maintenance window is to be used, unless otherwise set out below. Orange has a maintenance window on the night of the second Tuesday of each month between 00:00 and 06:00 a.m. CET. In the event of critical error correction outside the maintenance window on infrastructure that may affect the Customer's services, the Customer will be notified immediately via e-mail or telephone.

END OF SERVICE LEVEL AGREEMENT FOR CLOUD AVENUE OSL/STHLM/BER SERVICES