

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE ENGINE SERVICES

1.1 Introduction. This Service Level Agreement ("SLA") describes the Service Levels applicable to the Flexible Engine 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. Customer's 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 Flexible Engine Services.

"**Availability Rate for Computing Services**" means the rate calculated using the following formula:

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

where:

t_{month} is the time during which the concerned Feature is subscribed for the month involved;

t_{downtime} is the Downtime of the concerned Feature for the month involved; and

$t_{\text{exclusion}}$ is the Downtime of the concerned Feature for the month involved during which the Service Levels are not applicable as per the provisions of this SLA.

"**Availability Rate for Object Storage Services**" means the rate calculated using the following formula:

"**Availability Rate for Storage Services**" = 100% - Average on all 5 minutes timeslots ($\frac{[(nb)_{\text{errors}}]}{[(nb)_{\text{queries}}]}$)

where:

$[(nb)_{\text{errors}}]$ is the number of type http 50x errors for well-formed queries for all Customers of the Object Storage Services in a given 5-minute time-slot; and

$[(nb)_{\text{queries}}]$ is the number of well-formed queries for all Customers of the Object Storage Services in a given 5-minutes time-slot.

The queries shall be considered "well-formed" when they comply with the specifications of Orange's object storage APIs and do not return an error code.

"**Availability Zone**" means a separate data center sufficiently distant from other data centers (if any), in the same Region to allow the implementation of a local resilience. Availability Zones in each Region shall be notified by Orange to Customer.

"**Computing Services**" means the following Features: Elastic Cloud Service (ECS) and Elastic Volume Service (EVS).

"**Downtime**" means the period(s) during which an Incident affects all Users.

"**Feature**" means a service feature of the Flexible Engine Services, as listed and described in Clause 1.2.3 of the Service Description for Flexible Engine Services.

"**Incident**" means a significant failure or malfunction of the Service or Feature concerned.

"**Multi-AZ Region**" means a Region offering several Availability Zones.

"**Object Storage Services**" means the following Feature: Object Storage Service (OBS).

"**Qualifying Charges**" means the monthly Charges relating to the affected Feature(s) which have been paid or payable by Customer during the given month.

"**Region**" means a geographical area where the Service is available on one or several Availability Zone(s). The Regions shall be notified by Orange to Customer.

"**Service**" means the Flexible Engine Services (as described in the Service Description thereof) provided for one Tenant. Each Tenant shall constitute a separate Service.

"**Third Party Intervention**" means intervention by any person or entity that is not an employee or subcontractor of Orange.

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 Customer's sole and exclusive remedies for any failure by Orange to provide Flexible Engine Services in a manner which satisfies the Service Levels set out in this SLA. Orange's 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 by 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; 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 Qualifying 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, and 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 Flexible Engine 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) Orange's failure to comply with the Service Level will not relieve Customer from its obligation to pay the Charges.
- (h) In case of dispute regarding the non-achievement of a Service Level, Orange's records and information will prevail.

1.4 Service Levels for Service Availability

1.4.1 Availability Service Level for Computing Services

The total uptime of the Service shall be expressed as a percentage, using the Availability Rate for Computing Services.

The Service Level for Availability for Computing Services is as set out in Table 1.

Table 1: Availability Service Level for Computing Services

Availability Rate
99.95%

Downtime for the Computing Services of a Region is characterized by the simultaneous occurrence of the following conditions:

- (a) loss of external connectivity and/or permanent loss of access to all VMs and disk volumes attached to the VMs in the affected Tenant in the affected Region; and
- (b) impossibility to create new VMs and new disk volumes on all Availability Zones of the Region.

1.4.2 Availability Service Level for Object Storage Services

The total uptime of the Service shall be expressed as a percentage, using the Availability Rate for Object Storage Services.

The Service Level for Availability for Computing Services is as set out in Table 2.

Table 2: Availability Service Level for Object Storage Services

Availability Rate
99.9%

- 1.5 Remedies.** Subject to Clause 1.3 above, if the actual Availability Rate(s) are less than the Availability Rate(s) set out in Clause 1.4 above, then Customer will be entitled to receive a credit against the Qualifying Charges for the relevant Feature based on Table 3.

Table 3: Service Credits

Service	Availability Rate	Credit equal to percentage of Qualifying Charge of relevant Feature
Computing Service	99.95% or greater	0%
Computing Service	Less than 99.95% but more than or equal to 99.0%	10%
Computing Service	Less than 99.0%	25%
Object Storage Service	99.9% or greater	0%
Object Storage Service	Less than 99.9% but more than or equal to 99.0%	10%
Object Storage Service	Less than 99.0%	25%

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE ENGINE SERVICES