

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE IDENTITY SERVICE

1.1 Introduction

1.1.1 This Service Level Agreement ("**SLA**") Appendix describes the Service Levels applicable to the "**Flexible Identity**" service (called hereinafter the "**Service**"). Non-achievement of a Service Level may entitle Customer to receive credits against charges or other remedy, subject to the terms and conditions set out below.

1.1.2 The Service Levels shall be applicable to the following elements of the Service:

- Lead time to deliver.
- Service Availability.
- Guaranteed time to repair ("**GTTR**").
- Guaranteed time to perform change requests.

1.1.3 In addition, Service Level Objectives ("**SLOs**"), defined as performance targets, are applicable to the following element of the Service:

- Call handling.

1.1.4 Non-compliance with a SLO will not entitle Customer to receive any service credit or other remedy.

1.2 Definitions

As used in this Service Level Agreement, 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 Service Level Agreement 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 and not otherwise defined herein will have the meaning ascribed to them elsewhere in the Agreement.

"**Automated Changes**" means a change request, placed by any authorized Administrator on the Management Portal.

"**Reference Period**" has the meaning given to it in Clause 1.5 of this SLA.

"**Manual Changes**" designates any change request, placed by any authorized Administrator on the Service Portal.

"**Management Portal**" means the Flexible Identity Administration web portal.

"**Service Portal**" means the Flexible Identity change request web portal.

"**Repair Time**" designates the period between the beginning of the diagnosis and the restoration of the normal functioning conditions for the equipment used by the Service.

"**Response time**" means the period between the time when the call concerning the incident is recorded by the GCSC and the time when the diagnosis begins.

"**Scheduled Maintenance**" means the scheduled maintenance planned by Orange, to apply generic modifications or updates to the Service or the Orange network.

"**Service Availability**" means the availability of the Service, as defined in, and calculated in accordance with, Clause 1.5 of this SLA.

"**Service Level**" means a performance level applicable to the Service, which may generate a service credit in the event that Orange does not meet the applicable level. The Service Levels are subject to Customer having jointly subscribed to a service manager (Service Select IT) to handle service issues and reports.

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

1.3 Service Credits

1.3.1 Failure by Orange to reach a particular Service Level will entitle Customer to receive a certain number of points, as described below. The number of points received by Customer will depend on the extent to which Orange fails to reach a particular Service Level. Customer's entitlement to the remedies set out in this SLA, is subject to the conditions and exclusions set out herein.

1.3.2 The total number of points received by Customer in respect of all relevant Service Levels combined will be totaled to determine the service credit available to Customer, which will be a percentage of the Monthly Recurring Charge. The service credit will be applied to the monthly recurring Charge for the Service during the month for which the Service Levels are measured, and the next invoice to be received by Customer following its claim for a service credit will be reduced accordingly.

1.3.3 The total amount of service credits available to Customer each month shall not exceed 30% of the monthly recurring Charge for the Service.

1.3.4 Table 1 sets out the number of points required to obtain a particular service credit.

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	30%

1.4 Lead Time To Deliver

- 1.4.1 The Lead Time to Deliver (LTD) for the Service shall be the number of Business Days between (i) the signed Service order form and of all the required technical information and (ii) the Service Commencement Date (inclusive).
- 1.4.2 The Service Level for the LTD shall be 20 Business Days.
- 1.4.3 In case this Service Level is not met, Customer will receive points in accordance with Table 2.

Table 2: Lead Time to Deliver Points

Lead Time to Deliver (Days)		Number of Points
Min	Max	
0	20	0
21	25	10
26	30	20
31	35	30
>36		40

1.5 Service Availability

- 1.5.1 The total monthly uptime of the Service ("**Service Availability**") shall be expressed as a percentage and is calculated by dividing the total theoretical uptime of the Service for a given reference period ("**Reference Period**"), reduced by the time during which the Service was Unavailable (as defined in Clause 1.5.6 of this SLA below), by the total theoretical time of the Reference Period, all expressed in hours. Service Availability is measured on a monthly basis.
- 1.5.2 The Service Availability shall be measured with reference to the uptime of (i) authentication servers and (ii) their internet connectivity (together, the "**Service Components**") only.
- 1.5.3 The Service Availability shall not be measured with reference to the uptime of any peripheral item, such as the Management Portal or Service Portal or any equipment using the Service.
- 1.5.4 Service Availability shall be calculated using the following formula:

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

- A_c = percentage representing the Service Availability.
 - t_{\max} = theoretical number of hours over the Reference Period.
 - t_{outage} = number of hours that the Service was unavailable during the given Reference Period.
 - t_{planned} = number of hours during which the Service was unavailable with the agreement of Customer for a maintenance operation or for a Scheduled Maintenance.
 - $t_{\text{nonOrange}}$ = number of hours during which the Service was unavailable due to elements beyond the control of Orange.
- 1.5.5 The Reference Periods and Service Availability shall be measured between the first day of the month at 0:00 to the last day of the same month at 23:59.
- The Reference Periods are as set out below:
- During February (non-leap year) – 28 day month: 672 hours.
 - February (leap year) – 29 day month: 696 hours.
 - April, June, September, November – 30 day months: 720 hours.
 - All other months of the year: 744 hours.
- 1.5.6 The Service shall be considered as "**Unavailable**" when the corresponding incident is qualified as a Severity-1 incident. The outage will be calculated based on the date and time of opening and closure of the incident ticket.
- 1.5.7 The Service Level for the Service Availability shall be 99.95%.

1.5.8 In case the Service Level for the Service Availability is not met, the following points set out in Table 3 will be granted for the purposes of calculating the service credits, in accordance with Clause 1.3 of this SLA.

Table 3: Rate of Availability of "Basic" Service

Rate of Availability of "Basic" Service		Number of Points
Lower Boundary	Upper Boundary	
99.95%	100.00%	0
99.50%	99.949%	10
99.00%	99.499%	20
98.00%	98.999%	30
<97.999%		40

1.6 GTTR SLO and SLA

- 1.6.1 The GTTR relates to Orange's ability to resolve any incidents and restore the availability of the Service.
- 1.6.2 The GTTR Service Levels only apply to the Service Components (as defined above) and not, for example, to the Management Portal.
- 1.6.3 For each incident, the time taken for resolution of the incident shall be calculated from the date and time Orange opens the incident ticket and the date and time the incident has been closed, using Orange's incident database.
- 1.6.4 An incident ticket shall be closed following the restoration of the Service.
- 1.6.5 The Service Levels and SLOs for GTTR shall be as follows, in accordance with terms set out in Table 4.

Table 4: GTTR Service Levels Definitions

Severity Level	Remote Diagnosis	
Severity-1	Response Time	30 minutes
	Repair Time	4 hours
Severity-2	Response Time	4 hours
	Repair Time	8 hours
Severity-3	Response Time	8 hours
	Repair Time	10 Business days

1.6.6 The GTTR for a Severity-1 incident shall be a Service Level. If the GTTR for a Severity-1 incident is not met for a particular incident, Customer will be granted the following points set out in Table 5 for the purposes of calculating the service credits in accordance with Clause 1.3 of this SLA.

Table 5: GTTR Severity-1 Points

GTTR for Severity-1	Number of Points
GTTR exceeded by up to 1 hour	10
GTTR exceeded by more than 1 hour	20

The GTTR for Severity-2 and -3 incidents shall be SLOs, and not Service Levels. Failure by Orange to meet the GTTR for Severity-2 and -3 incidents shall not entitle Customer to any points or service credits, as described in Clause 1.3 of this SLA.

1.7 Change Management

- 1.7.1 The Change Management Service Levels measure the ability of Orange to carry out change requests for the security policy and the configuration of the Service within the agreed implementation deadline (as set out in the table below).
- 1.7.2 The Service includes provision of two different change types, as defined in Clause 1.2 of the SLA:
 - Automated Changes
 - Manual Changes
- 1.7.3 The Service Level applicable to each change type shall be calculated in accordance with Table 6.

Table 6: Change Service Levels

Change Type	Analysis Period	Implementation Deadline– Service Level
Automated Changes	24x7	30 minutes
Manual Changes	On Business Days during Business Hours	2 Business Days

1.7.4 For each change type, the following calculation shall be performed:

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

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

1.7.5 The Service Levels are calculated on a monthly basis, between the first day of the month at 0:00 to the last day of the same month at 23:59.

1.7.6 For Manual Changes, the Service Levels are subject to Customer providing all required information for the change implementation. If clarification or further information is requested by Orange, the time taken by Customer to answer to the clarification request will be added to the implementation deadline.

1.7.7 If the Service Levels are not met for either the Automated Changes or the Manual Changes, Customer will be granted the following points set out in Table 7 for the calculation of the service credits in accordance with Clause 1.3 of the SLA.

Table 7: Time to Change Service Levels

Automated Change			Manual Change		
Lower Boundary	Upper Boundary	Number of Points	Lower Boundary	Upper Boundary	Number of Points
98.0%	100.00%	0	98.0%	100.00%	0
95.0%	97.9%	10	95.0%	97.9%	10
90.0%	94.9%	20	90.0%	94.9%	20
0.0%	89.9%	30	0.0%	89.9%	30

1.8 Scheduled Maintenance

1.8.1 Orange reserves the right to suspend the Service for Scheduled Maintenance, once a quarter, during a week-end (unless otherwise agreed). This Schedule Maintenance will not (unless otherwise agreed) exceed 120 minutes of outage over a 12-month window. Orange will inform Customer at least three weeks in advance if any Scheduled Maintenance is to be carried out.

1.8.2 Orange may have to carry out exceptional Scheduled Maintenance operations to respond to threats caused by third parties, which may impact the Service, creating incidents of severity-1; for example, this may include a "denial of service" attack. In such case, Orange will use reasonable efforts to contact the Administrator as soon as practicable.

1.9 Conditions and Exclusions

- (a) Each SLA set out herein shall only be an "SLA" if Customer has ordered the Service Select IT services from Orange in addition to the Service. Otherwise, all such SLAs shall be SLOs.
- (b) 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 SLA.
- (c) Customer must submit a claim for service credits within a period of 2 months from the notification by Orange to Customer of the report reflecting the actual performance by Orange against the Service Levels.
- (d) Breach of a Service Level does not exempt Customer from its obligation to pay the Charges for the Services.
- (e) The Service Levels exclusively concern the infrastructure of the Service and under no circumstances apply to the Internet, the local browser and users' Internet connections.
- (f) Except otherwise stipulated, the Service Levels shall be effective from the first full month following the Date of Acceptance of the Service on the relevant site.
- (g) Except otherwise stipulated, the period measured for each Service Level starts on the first day of the month and ends on the last day of the month.
- (h) The Management Portal and Service Portals shall not be subject to any Service Levels.
- (i) Excluded from the calculation of performance of the Service Levels are all periods of time attributable to Force Majeure Events, Scheduled Maintenance, Third Party intervention, environmental conditions, power cuts, failures during exchanges between telecommunication operators, changes to the Service made at the request of Customer, physical interruptions to termination segments not attributable to Orange or to telecommunication operators, or any act or omission by Customer or a User of the Service who is authorized by Customer.
- (j) 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 or a result of any action of omissions of a third party, Customer, or due to the inability to contact 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, Customer, or inability to contact Customer.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE IDENTITY SERVICE