

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE SECURITY PLATFORM SERVICE

1.1 Definitions

All capitalized terms used but not defined in this SLA will have the meanings ascribed to such terms in the Flexible Security Platform Service Description or elsewhere in the Agreement. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this SLA.

"COG" or **"Customer Operation Guide"** means the operational guide provided by Orange to Customer during activation of the Service, which includes the details for contacting the GCSC.

"GCSC" or **"Global Customer Support Centre"** means the Orange global customer support center.

"GTTR" means Guaranteed Time to Repair.

"Incident" means a Service malfunction. Incidents do not include Service unavailability during Scheduled Maintenance.

"Monthly Recurring Charges" means the monthly recurring Charges for the FSP Cloud, FSP Local, or FSP Galerie solution, as applicable, and expressly excluding the Charges for any optional features or other Service.

"My Service Space" or **"MSS"** means the Orange web portal which allows Customer to (a) report and track Incidents, (b) obtain information regarding the inventory of the Service, and (c) monitor and obtain reports for the Service, using a login name and password provided by Orange when the Service is implemented. MSS support is provided only in English.

"On-site Maintenance" means an Orange field engineer dispatches to the Location for the purpose of supporting Incident resolution.

"Outage" means that a User cannot use the Service (i.e. Severity Level 1 Incident).

"Remote Diagnosis" means the first-level diagnosis and corrective maintenance carried out by Orange remotely, in order to re-establish the normal functioning conditions of the equipment used by the Flexible Security Platform server.

"Repair Time" means (a) for Remote Diagnosis, the period of time beginning with Orange's diagnosis of an Incident and ending when the normal functioning conditions for the equipment used by the Flexible Security Platform server are restored, and (b) for On-site Maintenance, the period of time beginning when the Orange engineer arrives at the Location and ending when the normal functioning conditions of the equipment used by the Flexible Security Platform server are restored.

"Response Time" means (a) for Remote Diagnosis, the period of time beginning when the Customer's call concerning the Incident is recorded by the GCSC and ending when Orange begins its diagnosis of the Incident, and (b) for On-site Maintenance, the period of time beginning when the Response Time for the Remote Diagnosis expires and ending when the Orange engineer arrives at the relevant Location.

"Scheduled Maintenance" means (a) maintenance scheduled by Orange during low Service traffic periods approximately 3 to 5 times per year and lasting an approximate average of 5 minutes each in order to implement changes to, or version updates of, the Flexible Security Platform or the Orange network, or (b) maintenance operations that Orange requires to respond to threats caused by a third party(ies) that may impact the Service (e.g. "denial of service" attack).

"Service Availability" means the availability of an individual dedicated FSP device provided and managed by Orange as part of the Service provided.

"SLO" or **"Service Level Objective"** means a performance level objective. For clarity, an SLO is not a Service Level, and there is no remedy, financial or otherwise, if Orange fails to achieve any Service Level Objective.

1.2 Overview

This SLA sets forth the Service Levels and SLOs for the Service. Non-achievement of a Service Level may entitle Customer to receive credits against Monthly Recurring Charges, as set out in this SLA.

1.3 Service Credits

Failure by Orange to meet a particular Service Level will entitle Customer to receive a certain number of points, as described in this SLA. The total number of points received by Customer for all Service Levels will be combined and totaled each month to determine any credit available to Customer. Table 1 (*Service Credits by Points*) below sets out the number of points required to obtain a particular service credit percentage, which will be applied to the Monthly Recurring Charges for the Service applicable during the relevant month. Notwithstanding anything to the contrary otherwise contained in this SLA, in no event will the cumulative and total amount of Service Level credits that Customer will be entitled to receive for non-achievement of any and all Service Levels applicable to the Service during any month exceed 100% of the Monthly Recurring Charges for that month.

Table 1: Service Credits by Points

Total Number of Points	Service Credit Percentage
0 – 9	0%
10 – 20	5%
21 – 30	10%
31 – 40	20%
41 – 50	30%
51 – 70	50%
71 – 90	70%
91 – 100	90%
>100	100%

1.4 Service Availability Service Level

The Service Availability Service Level applies to each individual dedicated FSP device or equipment provided and managed by Orange as part of the Service. The Service Availability Service Level shall not apply to any other device or equipment, including any peripheral item, such as equipment for accessing logs or configuring the active security element, or to any reporting provided for the Service.

Service Availability for the Service is calculated on a monthly basis based on Orange’s trouble ticketing system using the following formula:

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

- A_c = percentage representing the Service Availability of the FSP device.
- t_{max} = number of hours for the Reference Period (as defined below).
- t_{outage} = number of hours that the FSP device was unavailable during the given Reference Period.
- $t_{planned}$ = number of hours during which the Service was unavailable for Scheduled Maintenance.
- $t_{nonOrange}$ = number of hours during which the Service was unavailable due to an Outage.

The Reference Period is measured on a monthly basis from the first to the last day of the month. The Reference Period is the total number of hours during the month depending upon the month, as follows:

- 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 Levels for Service Availability are as follows:

Table 2: Service Level for Service Availability

Type of Service	Service Availability Service Level
Service in "Basic" option	99.80%
Service with "High Availability" option	99.95%

If the Service Availability Service Level is not met, Customer will receive points as provided in the following table, which will be used to calculate the service credit percentage described in Clause 1.3 (*Service Credits*) above.

Table 3: Rate of Availability and Points for "Basic" & "High" Services

Service Availability Range for 'Basic' Service			Service Availability Range for 'High Availability' Service		
Lower Boundary	Upper Boundary	Number of Points	Lower Boundary	Upper Boundary	Number of Points
99.80%	100.00%	0	99.95%	100.00%	0
99.00%	99.799%	5	99.80%	99.949%	5
98.00%	98.999%	10	99.00%	99.799%	10
95.00%	97.999%	20	95.00%	98.999%	20
90.00%	94.999%	50	90.00%	94.999%	50
0.00%	89.999%	100	0.00%	89.999%	100

1.5 Call Management SLO

The SLO applicable to the GCSC answering a call from Customer regarding an Incident is 15 seconds from the time the call is connected to the GCSC.

All information necessary for Customer to contact the GCSC is available in the Customer Operations Guide. Calls will be taken by the GCSC 24x7.

1.6 GTTR Service Level and SLO

The GTTR only applies to the core FSP Service (as defined in the Service Description) and not, for example, to the FSP Portal or any other aspect or component of the Service.

For each Incident, the GTTR is calculated from the date and time Orange opens the trouble ticket for the Incident to the date and time the trouble ticket is closed, as defined in the Orange trouble ticketing system.

A trouble ticket is closed following the restoration of the core FSP Service.

The Service Levels and SLOs for GTTR are as follows:

Table 4: GTTR Service Levels and SLOs

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

(*) On-site Maintenance is only provided 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 Location.
 (**) In accordance with the definitions in Clause 1.1, the Repair Time includes the Response Time and the on-site intervention time, in case of a requirement for On-site Maintenance.
 (***) The GTTR for Severity Level 2 and Severity Level 3 Incidents are SLOs only.

If a GTTR Service Level for an Outage/Severity Level 1 Incident is not met, Customer will receive points as provided in the following table, which will be used to calculate the service credit percentage described in Clause 1.3 (*Service Credits*) above.

Table 5: GTTR Severity 1 Points

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

1.7 Time to Change Service Levels

Time to Change (TTC) measures the period of time during which Orange carries out change requests received from Customer for changes to the Customer Security Policy or configuration of the FSP Service.

Time to Change is calculated as follows:

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

- TTC_{xx} = Rate of implementation of change requests by the Implementation Deadline (as defined below).
- $NbChangeOK_{xx}$ = Number of change requests carried out by Orange during the month within the Implementation Deadlines.
- $NbChange$ = Number of change requests carried out by Orange over the month.

Only change requests carried out by Orange within the relevant month are included in the calculation. The Implementation Deadlines do 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 changes listed in the MSS web portal will be taken into consideration.

The Service Levels for TTC are as follows:

Table 6: Time to Change Service Levels

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 receive points as provided in the table below, which will be used to calculate the service credit percentage described in Clause 1.3 (*Service Credits*) above:

Table 7: Time to Change Points

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

1.8 Conditions and Exclusions

Notwithstanding anything to the contrary 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) Customer will not be entitled to any remedies set out in this SLA, and the Service Levels will not apply if, Customer does not purchase the Service Management with the Service Optimize option (as described in separate Service Descriptions) for the Service. Notwithstanding anything to the contrary contained in this SLA, if Customer does not purchase Service Management with the Service Optimize option for the Service all Service Levels will be deemed SLOs only.
- (b) Customer must submit claims for service credits for unachieved Service Levels in writing to Orange within 60 days following the end of the month in which the alleged Service Level failure occurred. 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 and will issue all undisputed credits within 90 days from the date of its receipt of Customer’s written claim.
- (c) The MSS web portal for monitoring the Service (reporting, monitoring Incidents, etc.) is not subject itself to any Service Levels.
- (d) Any failure by Orange to meet the Service Levels does not modify, toll, or limit in any way Customer’s obligation to pay the Charges for the Service.
- (e) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by, and Service Levels expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, intervention by third parties, environmental conditions, power cuts or outages, failures to Access Provider exchanges, changes to the Service made by or at the request of Customer, physical interruptions to termination segments not attributable to Orange or to Access Providers, or any act or omission by any User of the FSP Service (including a User’s unavailability or failure to provide or delay in providing Orange with timely access to the Location with respect to an Incident).
- (f) The Service Levels apply exclusively to the FSP Core Service and expressly exclude all other components or features, including the Internet, the local browser and users’ Internet connections.
- (g) Except as otherwise expressly provided in this SLA, the Service Levels and SLOs will begin in the first full month following the Date of Acceptance of the FSP Service at the Location.
- (h) Except as otherwise expressly provided in this SLA, the Service Levels and SLOs will begin on the first day of the month and end 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 (a) available only in certain countries, as identified by Orange, upon request from Customer, and as may be modified by Orange from time to time and (b) subject to the availability of the "site" engineer and the Customer contact on the Location. This contact must be defined case-by-case.
- (k) Orange's Scheduled Maintenance or emergency maintenance of the Service, if provided in a proper, non-negligent manner and in accordance with standard industry practices, will not be deemed to be a failure by Orange to provide the Service in accordance with the Agreement.

1.9 Scheduled Maintenance

1.9.1 Orange reserves the right to suspend the Service for Scheduled Maintenance, once a quarter, during a weekend (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.

- 1.9.2 Orange may have to carry out exceptional Scheduled Maintenance operations to respond to threats caused by third parties, which may impact the Service, creating Severity Level 1 Incidents; 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.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE SECURITY PLATFORM SERVICE