

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR MANAGED APPLICATIONS SERVICE

1.1 Introduction. This Service Level Agreement ("SLA") describes the Service Levels applicable to the Managed Application Service. 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 Managed Applications Service.

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

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

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;
- $t_{\text{exclusion}}$ 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.

'**Catalogue Change**' means a change set out in the Orange change catalogue for the Service. All such changes are subject to additional charge and such charge will vary depending on the category of the change (basic or complex) and priority level (low, medium, or high) of such change.

'**Change Time**' means the time elapsed between a written request for Catalogue Change received by Orange until the implementation of such change as notified by Orange, minus any periods which are subject to paragraphs (c), (e), and (f) of Clause 1.3 below.

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

"**Feature**" means a Service Unit (as defined in Clause 1.1 of the Service Description for Managed Applications Services).

'**GFRT**' means the Service Level relating to Repair Time.

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

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

'**Repair Time**' means the time taken for resolution of the Incident from the date and time Orange opens the incident ticket and the date and time the Incident has been closed by Orange, minus any periods which are subject to paragraphs (c), (e) and (f) of Clause 1.3 below. (An incident ticket shall be closed following the restoration of the Service.)

'**Response Time**' means the time taken from the time Orange opens the Incident ticket and the time Orange notifies Customer of next step(s) for resolution, minus any periods which are subject to paragraphs (c), (e) and (f) of Clause 1.3 below.

"**Service**" means the Managed Applications Service (as described in the Service Description thereof) provided for one Managed Tenant. Each Managed 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.

'**Working Day**' or '**WD**' means Monday to Friday (excluding public holidays in France).

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 the Managed Applications Service in a manner which satisfies the Service Levels set out in this SLA.
- (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 20% 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 the Managed Applications Service, 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) Orange's (i) periodic routine, non-routine, or emergency maintenance of the Service and (ii) use or experimentation of the Service for the purpose of its testing by a sample of customers, 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.
- (g) Service Levels for the Service will apply from the first full calendar month following commencement of the Service.
- (h) Orange's failure to comply with the Service Level will not relieve Customer from its obligation to pay the Charges.
- (i) In case of dispute regarding the non-achievement of a Service Level, Orange's records and information will prevail.
- (j) Notwithstanding anything to the contrary in the Service Level Agreement for Flexible Engine, if during a Month there is Incident under the Flexible Engine Service Level, and as a consequence of such Incident, Customer is entitled to receive a service credit under the Service Level Agreement for Flexible Engine, then Customer will only receive the greater of the service credits under the Service Level Agreement for Flexible Engine or under this Service Level Agreement, in connection with the same Incident.
- (k) The Priority levels referred to in this SLA shall mean the following:
 - (i) Priority 1 (or P1) means the complete loss of the Service for multiple Users or an Incident has a critical impact on the Customer's activities;
 - (ii) Priority 2 (or P2) means the Service is deteriorated such that Users are able to access the Service but experience significant difficulties or suffer significant delays;
 - (iii) Priority 3 (or P3) means the Service is being provided with a delay and difficulties but the Customer's activities are not significantly impacted;
 - (iv) Priority 4 (or P4) means any Service issue which does not fall into the other priority levels and is not subject to any Service Levels.

1.4 Service Levels for Service Availability

1.4.1 Availability Service Level

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

The Service Level for Availability for each Service Unit is as set out in Table 1.

Table 1: Availability Service Level

Availability Rate			
Level of Support:	Standard	Business	Premier
Managed OS	99.90%		
Managed Database	99.5%	99.8%	99.9%
Managed Middleware	99.5%	99.8%	99.9%
Managed Application	98%	99%	99.5%

- 1.4.2 Subject to Clause 1.3 above, if the actual Availability Rate(s) measured 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 2.

Table 2: Service Credits

Availability Gap	Credit equal to percentage of Qualifying Charge of relevant Feature
Between 0 to (and including) 1 percentage point	2%
Between more than 1 to (and including) 2 percentage points	5%
Between more than 2 to (and including) 3 percentage points	10%
More than 3 percentage points	15%

For the purposes of Table 2, 'Availability Gap' means the Availability Rate set out in Table 1 above minus the actual Availability Rate measured.

1.5 Service Levels for GFRT

1.5.1 GFRT Service Level

The GFRT Service Level relates to the Repair Time within which Orange restores Downtime in relation to the relevant level of management of the Managed Applications Service.

The GFRT Service Level for each Service Unit is as set out in Table 3.

Table 3: GFRT Service Level

GFRT				
Level of Support:		Standard	Business	Premier
Incident priority	Priority 1	1 WD	8 hours	4 hours
	Priority 2	2 WD	24 hours	8 hours
	Priority 3	No Service Level	48 hours	32 hours

- 1.5.2 Subject to Clause 1.3 above, if the Repair Time exceeds the GFRT Service Level 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 4.

Table 4: GFRT Service Credits

Repair Time Gap	Credit equal to percentage of Qualifying Charge of relevant Feature
Between 0% to (and including) 50%	2%
Between more than 50% to (and including) 75%	5%
Between more than 75% to (and including) 100%	10%
More than 100%	15%

For the purposes of Table 4, 'Repair Time Gap' shall be calculated as follows for the month in question and for each concerned Service Unit:

$$\text{Repair Time Gap} = \frac{\text{Measured Repair Time} - \text{GFTR}}{\text{GFTR}}$$

1.6 Service Levels for Response Time

1.6.1 Response Time Service Level

The Response Time Service Level relates to the Response Time within which Orange responds to an incident ticket in relation to the relevant level of management of the Managed Applications Service.

The Response Time Service Level for each Service Unit is as set out in Table 5.

Table 5: Response Time Service Level

Response Time				
Level of Support:		Standard	Business	Premier
Incident priority	Priority 1	12 hours	1 hour	30 minutes
	Priority 2	1 WD	2 hours	1 hour
	Priority 3	1 WD	24 hours	8 hours

- 1.6.2 Subject to Clause 1.3 above, if the Response Time exceeds the Response Time Service Level 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 6.

Table 6: Response Time Service Credits

Response Time Gap	Credit equal to percentage of Qualifying Charge of relevant Feature
Between 0% to (and including) 50%	2%
Between more than 50% to (and including) 75%	5%
Between more than 75% to (and including) 100%	10%
More than 100%	15%

For the purposes of Table 6, 'Response Time Gap' shall be calculated as follows for the month in question and for each concerned Service Unit:

$$\text{Response Time Gap} = \frac{\text{Measured Response Time} - \text{Response Time Service Level}}{\text{Response Time Service Level}}$$

1.7 Service Levels for Change Time

1.7.1 Change Time Service Level

The Change Time Service Level relates to the Change Time within which Orange implements a Catalogue Change in relation to the relevant level of management of the Managed Applications Service.

The Change Time Service Level for each Service Unit is as set out in Table 7.

Table 7: Change Time Service Level

Change Time			
Level of Support:	Standard	Business	Premier
Execution of basic change*	24 hours	12 hours	8 hours
Execution of basic high priority change*	Not applicable	8 hours	4 hours
Execution of complex change*	96 hours	72 hours	48 hours
Execution of complex critical change*	Not applicable	48 hours	24 hours
Response to a request for non-standard change*	No Service Level	5 WD	3 WD
* Each of these changes are Catalogue Changes. Catalogue Changes are either marked as 'basic' or 'complex' and the Customer will need to select one of the following three priority levels: low, medium or high.			

- 1.7.2 Subject to Clause 1.3 above, if the Change Time exceeds the Change Time Service Level 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 8.

Table 8: Change Time Service Credits

Change Time Gap	Credit equal to percentage of Qualifying Charge of relevant Feature
Between 0% to (and including) 50%	2%
Between more than 50% to (and including) 75%	5%
Between more than 75% to (and including) 100%	10%
More than 100%	15%

For the purposes of Table 8, 'Change Time Gap' shall be calculated as follows for the month in question and for each concerned Service Unit:

$$\text{Change Time Gap} = \frac{\text{Measured Change Time} - \text{Change Time Service Level}}{\text{Change Time Service Level}}$$

END OF SERVICE LEVEL AGREEMENT FOR MANAGED APPLICATIONS SERVICE