



# Service Level Agreement

## Flexible Web Platform

### 1. Definitions

Complementary to the definitions as per General Terms and Conditions and “Flexible Web Platform” Service Description, the following specific definitions shall apply with respect to this Service Level Agreement.

**Availability Rate**, unless otherwise stated for a specific Feature, refers to the rate defined by the following formula:

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

where:

- $t_{mon}$  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
- $t_{exclusion}$  is the Downtime of the concerned Feature for the month involved during which quality-of-service commitments of the Provider are not applicable as per contractual provisions.

Availability Rates are measured on a calendar month basis.

**General Terms and Conditions** refers to the Provider general terms and conditions for Cloud Services.

**Guaranteed Availability Rate** (or **GAR**) refers to the Availability Rate below which the Provider undertakes to pay penalties to the Customer, for a given Service Unit, in accordance with the level of support to which the Customer has subscribed.

**Guaranteed Response Time** (or **GRT**) refers to the Response Time within which the Provider undertakes to respond to an incident ticket, in accordance with the level of support to which the Customer has subscribed.

**Downtime** refers to the period(s) during which an incident causes a significant malfunction of the Service or Feature concerned, affecting all Users. Calculating the duration of the unavailability obeys specific criteria for each Service or Feature.

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

**Severity** refers to the following levels used by the Provider to classify incidents:

- **Severity 1** or **critical**: Complete loss of Services for multiple Users, or an incident that has a critical impact on the Customer’s business.
- **Severity 2** or **major**: Limited service. Users are able to access Services but experience difficulties or significant delays.
- **Severity 3** or **minor**: Services are provided with delays or minor difficulties. The Customer’s business is not significantly affected.

**Service Unit** means a Production Environment provided on the Flexible Web Platform PaaS.

### 2. Purpose of the document

The purpose of the present Service Level Agreement is to set forth the conditions on which the Provider commits on quality-of-service for the “Flexible Web Platform” Service, in application of General Terms and Conditions.

## 3. Conditions of Application

3.1. The quality-of-service commitments described in article « Commitments and penalties » of the present document apply in accordance with General Terms and Conditions.

3.2. The quality-of-service commitments do not apply when the Customer's Organization contains components declared "not supported" by the Provider.

3.3. Limitations specific to each Feature, if any, are specified in article « Commitments and penalties ».

3.4. Under no circumstances may Service Credits granted to the Customer exceed 20% of the monthly recurring charge invoiced to the Customer for the Service in question and month in question.

## 4. Commitments and Penalties

### 4.1 Guaranteed Availability Rate (GAR)

#### 4.1.1 Commitment

The Provider undertakes to comply with an Availability Rate in the chart below for each subscribed Service Unit, in accordance with the level of support to which the Customer has subscribed:

	Guaranteed Availability Rate		
Support Level	Professional	Enterprise mutualized	Enterprise dedicated
Production Environment	99.5%	99.9%	99.99%

#### 4.1.2 Gap Calculation

The "Availability Gap" is calculated as follows for the month in question and for each concerned Service Unit:

$$\text{Availability Gap} = \text{Guaranteed Availability Rate} - \text{Measured Availability Rate}$$

#### 4.1.3 Penalties

If during a given month, the Availability Rate of a Service Unit is strictly less than the Guaranteed Availability Rate, the Provider undertakes to issue Service Credit equal to the percentage listed in the table below, of the recurring monthly figure minus tax invoiced to the Customer for the Service Unit assigned for the relevant month, in accordance with the Availability Gap recorded:

Availability Gap	Percentage of Service Credit
Above 0 to 1 point	2%
Above 1 point to 2 points	5%
Above 2 points to 3 points	10%
Above 3 points	15%

## 4.2 Guaranteed Response Time (GRT)

### 4.2.1 Commitment

The Provider undertakes to comply with the following Response Times for each subscribed Service Unit, depending on the level of support to which the Customer has subscribed, time being counted solely during the periods covered:

		Guaranteed Response Time		
Support Level		Professional	Enterprise mutualized	Enterprise dedicated
Incident severity	Severity 1	No guarantee	1 hour	1 hour
	Severity 2		1 WD	1 WD
	Severity 3			

### 4.2.2 Gap calculation

The "Response Gap" is calculated as follows:

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

### 4.2.3 Penalties

If for a given Incident Ticket, the Guaranteed Response Time is exceeded, the Provider undertakes to issue Service Credit equal to the percentage listed in the table below, of the recurring monthly figure minus tax invoiced to the Customer for the Service Unit assigned for the relevant month, in accordance with the Response Gap recorded:

Response Gap	Percentage of Service Credit
Above 0% to 50%	2%
Above 50% to 75%	5%
Above 75% to 100%	10%
Over 100%	15%