

# Service Level Agreement

## Managed Applications

### 1. Definitions

Complementary to the definitions as per General Terms and Conditions and “Managed Applications” 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:

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

where:

- $t_{\text{month}}$  is the time during which the concerned Feature is subscribed for the month involved
- $t_{\text{downtime}}$  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 quality-of-service commitments of Orange Business Services are not applicable as per contractual provisions, such as scheduled interventions.

Availability Rates are measured on a calendar month basis. The Availability Rate of a Managed Function is the average of the Availability Rates of the Service Units that constitute it.

**CaasCad** refers to the tooling for managing Kubernetes clusters, containers and applications in micro-services.

**Change Time** refers to the time elapsed between the Request for Change and the end of its implementation as notified by Orange Business Services, minus the periods during which Orange Business Services' engagements do not apply.

**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. A Downtime is logged by a ticket with Priority P1.

**Fault Repair Time** refers to the time elapsed between an Incident ticket's opening and its resolution, minus the periods during which Orange Business Services' engagements do not apply.

**General Terms and Conditions** refers to Orange Business Services' general terms and conditions for Cloud Services.

**Guaranteed Availability Rate (or GAR)** refers to the Availability Rate to which Orange Business Services commits, for a given Managed Function, in accordance with the level of support to which the Customer has subscribed.

**Guaranteed Change Time (or GCT)** refers to the Change Time to which Orange Business Services commits in the event of change request, limited to those changes in production environment described in the catalogue and validated by Orange Business Services, in accordance with the level of support to which the Customer has subscribed.

**Guaranteed Fault Repair Time (or GFRT)** refers to the Fault Repair Time within which Orange Business Services commits in the event of Incident in production environment, in accordance with the level of support to which the Customer has subscribed.

**Incident** refers to an unplanned event that causes Downtime or degradation of the Service or Feature concerned. An Incident is logged by a ticket with Priority P1, P2 or P3.

**Managed Function** refers to the Service Units or sets of Service Units in production defined below:

- each Managed Application Service Unit, taken separately.
- all Managed Container Service Units, taken collectively
- all Managed Kubernetes with CaasCad Service Units, taken collectively
- all Managed Middleare Service Units, taken collectively.
- all the Managed Database Service Units, taken collectively.
- all Managed OS Service Units, taken collectively.

**Priority** refers to the following levels used by Orange Business Services to classify Incident tickets:

- **Priority 1 (or P1):** complete loss of Service for multiple Users, or Incident with a critical impact on the Customer's activities
- **Priority 2 (or P2):** Services deteriorated, Users are able to access the Services, but experience difficulties or must deal with significant delays.
- **Priority 3 (or P3):** Services provided with delay or minor difficulties. The Customer's activity is not significantly impeded.
- **Priority 4 (or P4):** these tickets are not related to Incidents, and quality of service commitments by Orange Business Services are not applicable.

## 2. Purpose of the document

The purpose of the present Service Level Agreement is to set forth the conditions on which Orange Business Services commits on quality-of-service for the “Managed Applications” Service, in application of General Terms and Conditions.

## 3. Service ranges

Service ranges means the different time slots during which monitoring, operation and administration services are provided:

Services ranges		
Monitoring range	24h/24 – 7j/7	Monitoring includes the implementation of standard technical monitoring tools to detect any abnormal malfunction of a service, from the hardware layer to the behaviour of middleware. Application monitoring is not part of the standard service and its implementation must be handled by pre-sales team.
Operating range	P1 and P2 : 24h/24 – 7j/7 P3 : 09h-18h working days	Operations takes care of the management of technical incidents reported by Customers and the monitoring system. Operations also supports changes directly related to incidents.
Administration range	09h-18h working days	This range corresponds to the management range for change requests: placing work orders, application integrations (MEP=Going into production) not related to incidents. Any change to be made outside the administration range is subject to a commercial proposal.

Working days: Monday to Friday in Metropolitan France

## 4. Conditions of application

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

**4.2.** The quality-of-service commitments apply to production Service Units. These quality-of-service commitments also apply to non-production Service Units within the administration range defined above. Penalties do not apply to non-production Service Units.

**4.3.** Service Level Agreements do not apply during periods when the Customer's IaaS is not available. For these excluded periods, the Customer may, where applicable, assert his rights to service credits with his IaaS supplier, in accordance with his contractual conditions.

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

**4.5.** Under no circumstances may Service Credits granted to the Customer exceed 15% of the monthly recurring charge invoiced to the Customer for the Service in question and month in question.

**4.6.** The same incident shall not entitle to Service Credits under both the GAR and the GFRT. In the event that both are applicable, the Customer will be granted the higher of the two Service Credits.

## 5. Commitments and penalties

## 5.1 Portal services

For portal services: Orange Business Services is committed to ensuring an Availability Rate of 99.5% for each portal. The list of portal concerned is as follows:

- portal Espace Client Cloud Store (ECCS).

## 5.2 Guaranteed Availability Rate (GAR)

### 5.2.1 Commitment

Orange Business Services undertakes to comply with an Availability Rate in the chart below for each Managed Function, in accordance with the level of support to which the Customer has subscribed:

Guaranteed Availability Rate		
Service range = Monitoring range		
Level of support	Standard	Premium
by Managed Function	99,5%	
For Managed Kubernetes	99,9 %	

### 5.2.2 Gap calculation

The "Availability Gap" is calculated as follows for the month in question and for each Managed Function impacted by a Downtime:

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

### 5.2.3 Penalties

If during a given month, the Availability Rate of a Managed Function or portal services is strictly less than the Guaranteed Availability Rate, Orange Business Services undertakes as per General Terms and Conditions 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 Managed Function assigned for the relevant month, in accordance with the Availability Gap recorded:

Availability Gap	Service Credit Percentage
More than 0 to 1 percentage point	2%
More than 1 to 2 percentage points	5%
More than 2 percentage points	10%

## 5.3 Guaranteed Fault Repair Time (GFRT)

### 5.3.1 Commitment

Orange Business Services undertakes to comply 95% of the following Fault Repair Times each month, depending on the level of support to which the Customer has subscribed, time being counted solely during the periods covered:

Guaranteed Fault Repair Time			
Service range = Operating range			
Level of support		Standard	Premium
Incident Priority	Priorité 1	8h	4h
	Priorité 2	24h	8h
	Priorité 3	48h	32h
	Priorité 4	No commitment	

### 5.3.2 Gap calculation

The "Fault Repair Gap" is:

- If the total number of Incidents resolved in the month is greater than or equal to 5:

$$\text{Fault Repair Gap} = \frac{\text{Number of Incidents resolved after the deadline}}{\text{Total number of Incidents resolved within the month}}$$

- If the total number of Incidents resolved in the month is less than 5:

$$\text{Fault Repair Gap} = \frac{\text{Number of Incidents resolved after the deadline}}{5}$$

### 5.3.3 Penalties

If for a given month, the Guaranteed Fault Repair Time is exceeded, Orange Business Services undertakes as per General Terms and Conditions 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 all the Service's production Services Units for the relevant month, in accordance with the Fault Repair Gap recorded:

Fault Repair Gap	Service Credit Percentage
more than 5% to 25%	2%
more than 25% to 50%	5%
more than 50%	10%

## 5.4 Guaranteed Change Time (GCT)

### 5.4.1 Commitment

Orange Business Services undertakes to comply with the following Change Times for each subscribed Service Unit in production, depending on the level of support to which the Customer has subscribed, time being counted solely during the periods covered:

Guaranteed Change Time		
Service range = Administration range		
Level of support	Standard	Premium
Execution of a simple change	24h	8h
Execution of a simple accelerated change	12h	4h
Execution of a complex change	72h	48h
Execution of a complex accelerated change	36h	24h
Response to a request for non-standard change	5 WD	3 WD

### 3.1.1 Penalties

If for a given request for change the Guaranteed Change Time is exceeded, Orange Business Services undertakes as per General Terms and Conditions to issue a Service Credit equal to 50% of the change price corresponding to the Token's "pay-per-use" rate.