Service Level Agreement
Private Cloud solutions

1. Introduction.

This Service Level Agreement ("SLA") define the conditions under which Orange Business commits to the quality of service of the Private Cloud solutions, pursuant to the General Conditions.

2. Definitions.

As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 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 Private Cloud solutions.

"Availability Rate" means, unless otherwise specified for a specific functionality, a rate expressed as a % of availability calculated 24/7 excluding maintenance periods. It is calculated using the following formula:

Availability Rate for Computing Services $= \frac{(t\ mont \quad downtime + \quad exclusion)}{t\ month}$

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_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.

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

"Guaranteed Time to Intervene (GTI)" means the Response Time to which the Provider commits to respond to a trouble ticket.

"Guaranteed Time to Repair (GTR)" means the time the Provider commits to repair the Service in the event of an Interruption, depending on the level of support subscribed.

"Service" means the Private Cloud Solution Services (as described in the Service Description thereof) provided to the Customer.

"Severity" refers to the following levels used to classify incidents:

- SEV1 or blocking: complete loss of Services for several Users, or incident having a critical impact on the Customer's activities.

- • SEV2 or major: degraded Services. Users can access the Services but experience significant difficulties or delays.
- • SEV3 or minor: Services provided with minor delays or difficulties. The Customer's business is not significantly impeded.

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:

3.1. The quality of service commitments described in the "Quality of Service" section of the General Terms and Conditions shall apply.

3.2. The restrictions specific to each Functionality are specified, where applicable, in the "Commitments and Penalties" article.

3.3. In no case may the Service Credits granted to the Customer exceed 20% of the monthly recurring amount invoiced to the Customer for the relevant Service for the relevant month.

4. Commitments

With Private Cloud solutions, fully tailor-made, commitments depend on the proposal.

3 levels of support are available: Standard, Premium and Custom.

They will be selected according to the criticality of the Customer applications for which the service is intended.

4.1. Guaranteed Availability

Monthly guarantee of the Private Cloud Service availability.

The total uptime of the Service shall be expressed as a percentage.

The availability rate can be as high as 99.99%, commitments are specific according to the selected service class and defined architecture.

4.2. Guaranteed Time to Intervene (GTI) / Guaranteed Time to Repair (GTR)

Service 24/7

The Provider commits to ensure the following Intervention and Repair Times for the Service subscribed. Commitments depend on Incident Severity.

Activity	Service	KPI	Levels		
			Sev1	Sev2	Sev3
Incident Mgmt	Custom	GTI	Defined per customer requirements		
		GTR			
		Report			
	Premium	GTI	30min	1h	4h*
		GTR	4h	8h	4 BD
		Report	hourly	every 4h	every 8h*
	Standard	GTI	1h	2h	4h*
		GTR	8h	24h	5 BD
		Report	every 4h	every 12h	every 24h*

31 | SLAs have to match the availability offered by the solution architecture | *Business Hours BD=Business Day

In the case of a Client signaling, the measurement starts at the time of signaling by Client.
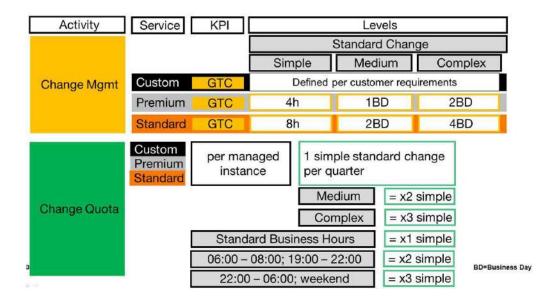
In the case of supervision signaling, the measurement starts at the time the alarm occurs.

The end of the GTR corresponds to the moment when the incident passes to the "service restored" state ((technical closure of the incident).

The recovery time only takes into account the unavailability attributable exclusively to the Provider. The times not attributable to the Provider or to third parties under its responsibility are therefore subtracted from the Recovery Time. In other words, if an incident resolution requires actions under the responsibility of the Client, the time count for the SLA (Guaranteed Availability, GTR) does not take into account the duration of the Client interventions.
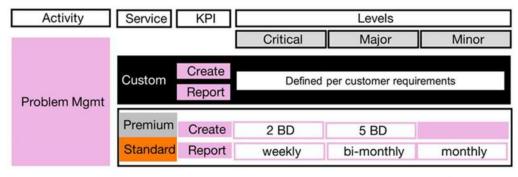
4.3. Change execution

Within its service area, the Provider commits itself to the timeframes for carrying out the changes in accordance with the Service Catalogue. These commitments may be modified within the catalogue for specific changes in workload or complexity of implementation.

Activity	Service	KPI	Levels		
			Standard Change		
			Simple	Medium	Complex
Change Mgmt	Custom	GTC	Defined per customer requirements		
	Premium	GTC	4h	1BD	2BD
	Standard	GTC	8h	2BD	4BD

Activity	Service		
Change Quota	Custom / Premium / Standard	per managed instance	1 simple standard change per quarter
		Medium	= x2 simple
		Complex	= x3 simple
		Standard Business Hours	= x1 simple
		06:00 – 08:00; 19:00 – 22:00	= x2 simple
		22:00 – 06:00; weekend	= x3 simple

BD=Business Day

Non-catalogue requests are not subject to commitments.

Non-business hours change execution

Commitments according to the Change Complexity

Activity	Service	KPI	Levels		
			Critical	Major	Minor
Problem Mgmt	Custom	Create	Defined per customer requirements		
		Report			
	Premium	Create	2 BD	5 BD	
	Standard	Report	weekly	bi-monthly	monthly

*Business Hours
BD=Business Day

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