



Service Level Agreement

Flexible Computing Advanced

1. Definitions

Complementary to the definitions as per General Terms and Conditions and "Flexible Computing Advanced" 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:

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

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 quality-of-service commitments of Orange Business Services are not applicable as per contractual provisions.

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.

Backup Service refers to VM backup and restore mechanisms. When a VM carries a backup policy, it is deemed "protected".

Compute Services refers to the Virtual Datacenter (vDC) Feature regardless of the class of service.

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 below which Orange Business Services undertakes to pay penalties to the Customer, for a given Managed Function, 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.

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

Portal Services refers to all portals used by the Customer to manage the Flexible Computing Advanced Service and its Features.

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.

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

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 “Flexible Computing Advanced” 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. Limitations specific to each Feature, if any, are specified in article « Commitments and penalties ».

3.3. 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.

3.4. 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.

3.5. The service quality commitments do not apply in the cases excluded by the General Terms and Conditions, and in the following cases:

- Failure to comply with the resource limits allocated to a VM specified in the Service Description.
- The VMware tools versions installed on the Customer's VMs are not up to date.
- The Customer's application processes conflict with the backup processes at the time of their execution.

4. Commitments and penalties

4.1. Portal Services

4.1.1. Commitments

For Portal Services: Orange Business Services is committed to ensuring an Availability Rate of 99.80% for each portal. The list of portals concerned is as follows:

- vCloud Director (VCD) portal: technical portal providing access to all the settings of the Organization and its vDCs; one portal per Datacenter.
- NetBackup Self-Service portal: technical portal for managing VM backups and restores; one portal per Datacenter.
- Zerto Self-Service Portal (ZSSP): a technical portal to manage VM replication; one portal per Datacenter.
- Cloud Customer Space
- Use IT Cloud Portal

4.1.2. Availability Rate Calculation

The availability of the portals is measured by Orange Business Services via external probes that check availability every 5 minutes.

4.1.3. Penalties

If during a month, the Availability Rate of at least one portal is strictly less than 99.80% and greater than or equal to 98.0%, Orange Business Services undertakes to issue a Service Credit of €50 excluding tax for the relevant month.

If during a month, the Availability Rate of at least one portal is strictly below 98.0%, Orange Business Services undertakes to issue a service credit of €100 excluding tax for the relevant month.

4.2. Compute Services

4.2.1. Commitments

For Compute Services: Orange Business Services is committed to ensuring an Organization's vDC Availability Rate according to the availability class:

vDC Availability Class	Availability Rate Commitment
One Room	99,95%
Dual Room	99,99%

4.2.2. Availability Rate Calculation

The Interruption of Compute Services of a vDC is characterized by the combination of the following conditions:

- Loss of external connectivity and/or permanent inaccessibility;
- Inability to create new VMs in the vDC, via the portal or API, for any reason other than reaching the limit of the vDC's capacity in GHz, RAM or storage;
- vDC storage inaccessible;
- Inability to start VMs created in the vDC.

4.2.3. Penalties

If during a month, the Compute Services Availability Rate of a Customer vDC is strictly lower than the contractual Availability Rate commitment, Orange Business Services undertakes to issue a Service Credit equal to the percentage mentioned in the table below of the total amount, excluding taxes, of the consumption of Compute Services associated with the vDC concerned for the relevant month.

vDC Availability Class	Availability Rate	Percentage of Service Credit
One Room	99,95% or more	0%
	from 99% included to 99,95% excluded	10%
	Strictly under 99%	25%
Dual Room	99,99% or more	0%
	from 99,95% included to 99,99% excluded	10%
	strictly less than 99,95%	25%

4.3. QoS Appliance

4.3.1. Commitments

For the QoS Appliance service, Orange Business Services is committed to ensuring an Availability Rate of 99.95%.

4.3.2. Availability Rate Calculation

The availability of QoS Appliances is measured by Orange Business Services via internal monitoring probes.

4.3.3. Penalties

If during a month, the availability rate of a Customer's QoS Appliance Service is strictly less than 99.9%, Orange Business Services undertakes to issue a Service Credit equal to the percentage mentioned in the table below of the total amount excluding taxes of the consumption of the QoS Appliance Service associated with the Organization concerned for the month in question.

Availability Rate	Percentage of Service Credit
99,9% or more	0%
from 98% included to 99,9% excluded	20%
strictly less than 98%	30%

4.4. Backup Service

4.4.1. Commitments

For the Backup Service: Orange Business Services is committed to ensuring an Availability Rate of 99.9%.

4.4.2. Availability Rate Calculation

The Backup Service Availability Rate is represented by the success rate of backups, which is defined as follows:

$$\text{Backup Success Rate} = \frac{\text{number of successful backup}}{\text{total number of backups run}}$$

This calculation is valid for all the Organization's "protected" VMs and for a given month.

Any backup made in a case excluded in article 3, or concerning a VM exceeding the size limit authorized in the Service Description is deemed successful.

In any event, in the event of no backups within the month, the Availability Rate is deemed to be 100%.

4.4.3. Penalties

If during the course of a month, the availability rate of a Customer's Backup Service is strictly less than 99.9%, Orange Business Services undertakes to issue a Service Credit equal to the percentage mentioned in the table below of the total amount excluding taxes of the consumption of the Backup Service associated with the Organization concerned for the relevant month.

Availability Rate	Percentage of Service Credit
99,9% or more	0%
from 98% included to 99,9% excluded	10%
strictly less than 98%	25%

4.5. Flexible Recovery Advanced

4.5.1. Commitments

Orange Business Services is committed, for the Flexible Recovery Advanced Feature, to ensuring a 99.95% Availability Rate of Zerto Cloud Connectors.

4.5.2. Calculation of the Availability Rate

The unavailability of a Zerto Cloud Connector is characterized by the combination of the following conditions:

- The correct reception, at the entrance of the Flexible Computing Advanced platform, of the replication data from the Customer's protected VMs;
- Replication of data related to these protected VMs to the Customer's Flexible Computing Advanced environment is stopped.

4.5.3. Penalties

If during a month, the availability rate of a Zerto Cloud Connector is strictly lower than the commitment, Orange Business Services undertakes to issue a Service Credit equal to the percentage, mentioned in the table below, of the total amount, excluding taxes, of the Zerto Cloud Connector and of the Protection of the VMs concerned, for the relevant month.

Availability Rate	Percentage of Service Credit
99,95% or more	0%
from 98% included to 99,95% excluded	10%
strictly less than 98%	25%

4.6. Guaranteed Fault Repair Time (GFRT)

4.6.1. Commitments

Orange Business Services undertakes to provide the following Fault Repair Time for IaaS and APIs, excluding portals, depending on the level of support subscribed to, the time being counted only over the periods covered:

Guaranteed Fault Repair Time					
Support level		Standard	Bronze	Silver	Gold
Severity of the incident	Severity 1	no commitment	8h	8h	4h
	Severity 2	no commitment	no commitment	no commitment	no commitment
	Severity 3	no commitment	no commitment	no commitment	no commitment

4.6.2. Calculation of the gap

The "Fault Repair Gap" is calculated as follows for each ticket and each Service Unit concerned:

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

4.6.3. Penalties

If, for an incident ticket, the Guaranteed Recovery Time is exceeded, Orange Business Services undertakes to issue a Service Credit equal to the percentage indicated in the table below of the monthly recurring amount, excluding tax, invoiced to the Customer for the affected Organization for the relevant month, according to the Recovery Gap observed:

Fault Repair Gap	Percentage of Service Credit
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more than 0% to 50%	2%
more than 50% up to 75%	5%
more than 75% up to 100%	10%
More than 100%	25%

4.7. Guaranteed Response Time (GRT)

4.7.1. Commitments

Orange Business Services undertakes to provide the following Response Time for IaaS and APIs, excluding portals, depending on the level of support subscribed to, the time being counted only over the periods covered:

Guaranteed Response Time					
Support Level		Standard	Bronze	Silver	Gold
Severity of the incident	Severity 1	1 Working Day	2h	2h	1h
	Severity 2	no commitment	no commitment	no commitment	no commitment
	Severity 3	no commitment	no commitment	no commitment	no commitment

4.7.2. Calculation of the gap

The "Response Gap" is calculated as follows:

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

4.7.3. Penalties

If, for an incident ticket, the Guaranteed Response Time is exceeded, Orange Business Services undertakes to issue a Service Credit equal to the percentage indicated in the table below of the monthly recurring amount excluding tax invoiced to the Customer for the Organization affected for the relevant month, according to the Response Gap observed:

Response Gap	Percentage of Service Credit
more than 0% to 50%	2%
more than 50% up to 75%	5%
more than 75% up to 100%	10%
More than 100%	25%