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.

Accelerated Change refers to a Simple or Complex Standard Service change requiring an expedited release of the Customer's request. The price of the expedited change is double the change requested by the Customer. Customer may request expedited processing of a Simple Standard or Complex Change on an exceptional basis up to a maximum of 6 per year.

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 the Service Provider 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 the Service Provider, minus the periods during which the Service Provider' engagements do not apply.

Complex Standard Change refers to a Standard Change of more than one Token at the initiative of the Customer or the Service Provider, which requires a significant effort, or which has an impact on several services, implemented by a procedure validated by the Service Provider and accepted by the Customer. Any change considered as Standard Complex is defined in the list of standard changes in the change catalog accessible through the Cloud Store Customer Area.

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 The Service Provider' engagements do not apply.

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

Guaranteed Availability Rate (or **GAR**) refers to the Availability Rate to which the Service Provider 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 the Service Provider commits in the event of change request, limited to those changes in production environment described in the catalogue and validated by the Service Provider, 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 the Service Provider 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:
- all Managed Computer Vision Service Units, taken collectively.
- all Managed Big Data Service Units, taken collectively.
- each Managed Application Service Unit, taken separately.
- each Managed Security Service Unit of the same type, taken separately.
- each Managed Backup Service Unit, taken separately.
- all Hyperscaler Native Service Units, taken collectively.

- all Log As A Service Units taken collectively.
- all Managed Container Service Units, taken collectively
- all Managed Kubernetes with Caascad Service Units, taken collectively
- all Managed Middleware 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 The Service Provider 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 the Service Provider are not applicable.

Simple Standard Change refers to a Standard Change to a Token initiated by the Customer or the Service Provider that requires little effort, or has an impact on a limited number of services, implemented by a procedure validated by the Service Provider and accepted by the Customer. Any change considered Simple is defined in the list of standard changes in the change catalog accessible through the Cloud Store Customer Area.

Standard Change refers to a change initiated by the Customer or the Service Provider, implemented by a procedure validated by the Service Provider and accepted by the Customer. Any change considered as Standard is defined in the list of standard changes in the change catalog, accessible through the Cloud Store Customer Area. The price of standard changes is defined and known by the Customer.

Token refers to the work unit used to state the prices applicable to the changes requested by the Customer, as mentioned in the Price List.

2. Purpose of the document

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

3. Service quality commitments

3.1. The Service Provider undertakes to provide quality of service under the conditions defined herein and/or in the Technical and Financial Proposal for the Service concerned.

3.2. The service quality commitments may give rise to the payment of a penalty, the amount of which is specified herein and/or in the Technical and Financial Proposal. This penalty shall constitute a lump-sum compensation covering the loss suffered, excluding any claim for damages for the same reason.

4. Service Credits

4.1. In the event of non-compliance identified by the Customer and confirmed by the Service Provider with the commitments set forth herein and/or in the Technical and Financial Proposal, and upon the Customer's express request, the Service Provider undertakes to issue Service Credits for the month in question in accordance with the provisions of said document.

4.2. To obtain these Service Credits, the Customer must send the Service Provider the Service Credit request form duly completed to the contact mentioned on the invoice, indicating in the subject line "SLA Claim" followed by the name of the Service concerned, within a maximum period of 30 days following the month concerned by the failure to comply with the service quality commitment. Otherwise, the Customer will not be entitled to any Service Credit.

The request form is made available to the Customer by the Service Provider on a User Interface, or otherwise is available from its usual contacts.

The request must detail the nature of the problem, the start and end dates and times of each incident observed, as well as the identifiers of the impacted resources. Only incidents that have been ticketed can be considered. It must also include all system traces documenting the incident, for each period concerned. Traces containing sensitive or confidential data must be anonymized beforehand by masking the information that cannot be disclosed.

4.3. Within 30 days of the Customer's request, the Service Provider shall confirm in writing to the Customer the amount of Service Credits, if any, that will be granted to the Customer in respect of such request. In the event of disagreement as to the level of service achieved, the Provider's records and information shall prevail.

4.4. The Service Credits awarded to the Customer shall be discounted on one or more of its subsequent invoices for the Service for which the service level commitments have not been met, to the exclusion of any other method of reimbursement.

5. 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	Production environment : P1 and P2 : 24h/24 – 7j/7 P3 : 09h-18h working days Non-production environment : P1, P2, 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

6. Conditions of application

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

6.2. For the full application of the Service Provider's service quality commitments and in accordance with the General Terms and Conditions, the Customer undertakes to collaborate with the Service Provider :

    a) by providing the Service Provider with any information likely to enable or facilitate the delivery of the Service(s) and/or Product(s);
    b) by providing the Service Provider with the necessary means for its interventions within a reasonable time frame;
    c) by conforming its environment to the prerequisites necessary for the Provider's interventions.

6.3. The service and quality of service commitments apply only for the Service Units which are in the scope of work of managed services and for which pre-requisite for managed services are met and validated by the Service Provider including but not limited to connectivity, monitoring, supervision, patching, backup and recovery procedures.

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

6.5. 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.

6.6. Concerning the Managed Computer Vision service, Service Level Agreements do not apply if the incident root cause is a bug in the third-party artificial intelligence software used for prediction and inference.

6.7. When Units Service are co-managed,

    a) Guaranteed Availability and Guaranteed Fault Repair Time does not apply during periods when the customer is involved in the root cause of the incident
    b) Guaranteed Fault Repair Time does not apply for the Units Service for which the Service Provider is not in charge of the Level 3 support.

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c) time required by the Service Provider team to repair incident generated by a wrong configuration from the customer will be charged under the form of change tokens

d) in case of shared responsibility, both Customer and the Service Provider should collaborate to achieve the Guaranteed Repair Time.

6.8 For Units Services built with "Backend Build – Class 2" model, as the native hyper-scaler cloud tooling configuration for operations and recovery procedures are provided by the Customer, the Service Provider scope of responsibility for repairing the services is limited to the possibility of detection, investigation and repair provided by this configuration and procedures.

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

6.10. 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.

6.11. 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.

7. Commitments and penalties

7.1   Portal services

For portal services: The Service Provider 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).

7.2   Guaranteed Availability Rate (GAR)

7.2.1   Commitment

The Service Provider 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	Initial	Standard	Premium
by Managed Function	98,5%	99,5%	
For Managed Kubernetes	98,5%	99,9 %	

7.2.2   Gap calculation

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

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

7.2.3   Penalties

If during a given month, the Availability Rate of a Managed Function or portal services is strictly less than the Guaranteed Availability Rate, the Service Provider 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%

7.3   Guaranteed Fault Repair Time (GFRT)

7.3.1   Commitment

The Service Provider 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		Initial	Standard	Premium
Incident Priority	Priorité 1	1 day HO*	8h	4h
	Priorité 2	No SLA	24h	8h
	Priorité 3	No SLA	48h	32h
	Priorité 4	No commitment		

Working days: 9am to 6pm CET

7.3.2   Gap calculation

The "Fault Repair Gap" is:

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

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

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

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

7.3.3   Penalties

If for a given month, the Guaranteed Fault Repair Time is exceeded, the Service Provider 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%

7.4 Guaranteed Change Time (GCT)

7.4.1 Commitment

The Service Provider 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	Initial	Standard	Premium
Execution of a simple change	No SLA	24h	8h
Execution of a simple accelerated change	No SLA	12h	4h
Execution of a complex change	No SLA	72h	48h
Execution of a complex accelerated change	No SLA	36h	24h
Response to a request for non-standard change	No SLA	5 WD	3 WD

NB: Exchange requests for Native Services > 1 Token are complex exchange requests.

7.4.2 Penalties

If for a given request for change the Guaranteed Change Time is exceeded, the Service Provider 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.

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