PUBLICATION 1 SPECIFIC LEVEL AGREEMENT FOR CLOUD AVENUE SERVICES

1.1   Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Cloud Avenue Services. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, and/or other remedies, each set out in this SLA. Customer's entitlement to receive remedies under this SLA is subject to the conditions and exclusions detailed in Clause 1.3.

1.2   Definitions

As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 1.2. 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 Cloud Avenue Services.

"**Availability Rate**" means, unless otherwise stated for a specific feature, the availability rate defined by the following formula:

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

Where:

▪   "t_{month}" means the time during which the concerned feature is subscribed for the month involved,

▪   "$t_{downtime}$" means the Downtime of the concerned feature for the month involved, and

▪   "$t_{exclusion}$" is the Downtime of the concerned feature for the month involved during which quality of service commitments of Orange are not applicable as per contractual provisions.

Availability Rates are measured on a calendar month basis. The Availability Rate of the Cloud Avenue Service is the average of the Availability Rates of the functional components that constitute it.

"**Backup Service**" means the VM backup and restore mechanisms. When a VM carries a backup policy, it is deemed as protected.

"**Compute Services**" means the Virtual Data Center ("**vDC**") and vCenter on Demand ("**vCoD**") features, regardless of the class of service.

"**Downtime**" means the period(s) during which an Incident causes a significant malfunction of the Cloud Avenue 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**" means the time elapsed between an Incident ticket opening and its resolution, minus the period during which Orange's engagements do not apply.

"**General Terms and Conditions**" means Orange's general terms and conditions for Cloud Avenue Services.

"**Guaranteed Availability Rate**" or "**GAR**" means the Availability Rate which Orange undertakes to provide service credits 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**" means the Fault Repair Time within which Orange 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**" means the Response Time within which Orange undertakes to respond to an Incident ticket, in accordance with the level of support to which the Customer has subscribed.

"**HA Dual Room**" or "**High Availability Dual Room**" means an architecture in high availability distributed over two rooms of the data center of Val de Reuil.

"**HA Dual Site**" or "**High Availability Dual Site**" means an architecture in high availability distributed over two rooms of the data centers (Val de Reuil and Chartres).

"**Incident**" means a significant failure or malfunction of the Cloud Avenue Service or feature concerned.

"**Portal Services**" means all portals used by the Customer to manage the Cloud Avenue Service and its features.

"**Priority**" means the following levels used by Orange to classify Incident tickets:

▪   "**Priority 1**" or "**P1**" means the complete loss of Cloud Avenue Service for multiple Users, or Incident with a critical impact on the Customer's activities,

▪   "**Priority 2**" or "**P2**" means the Users are able to access the Cloud Avenue Services, but experience difficulties or must deal with significant delays,

▪   "**Priority 3**" or "**P3**" means the Cloud Avenue Services are provided with delays or minor difficulties. The Customer's activity is not significantly impeded, and

▪   "**Priority 4**" or "**P4**" means these tickets are not related to the relevant Incidents, and quality of service commitments by Orange are not applicable.

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

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1.3 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:

(a) The remedies contained in this SLA are the Customer's sole and exclusive remedies for any failure by Orange to provide Cloud Avenue Services in a manner which satisfies the Service Levels set out in this SLA. Orange does not guarantee any Service Levels on the platform before Orange has notified the Customer the Service is delivered. The periodic routine, non-routine, or emergency maintenance of the Service, provided in a proper, non-negligent manner and in accordance with standard industry practices will not be deemed to be a failure of Orange to provide Services in accordance with the Agreement, or the breach of any Service Level.

(b) Customer must submit claims for credits for unachieved Service Levels, using the credits request form (which can be obtained by Orange) to Orange within 30 days following the end of the Month in which the alleged Service Level breach occurred. Customer must provide all the details of the Incident relating to the alleged Service Level breach in the request form (including the date and start/end times of the Incident, any system logs, and any other relevant information) provided that only Incidents which are recorded by a trouble ticket by Orange will be eligible for a claim for such credits. Within 30 days following receipt of the claim, Orange will confirm in writing to Customer the amount of the credit, if any, from reports generated by Orange. Orange will issue all undisputed credits in the next practicable invoicing cycle.

(c) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from: suspension of the Service; any attempt by the Customer to exceed the resources allocated to the Customer under a service feature; any modification to the Service without the written consent of Orange; act or omission of the Customer or a User that causes unauthorized access to the Service; act or omission of a third party software licensor or a third party service provider; a failure of network or other telecommunications services or any equipment (including Customer provided end points) being provided by a third party (other than an Orange subcontractor) or resulted from the refusal of any third party (other than an Orange subcontractor) to cooperate with Orange in resolving an Incident; causes not attributable to Orange; unavailability of Customer or User for Incident diagnosis and resolution attempt; the downtime duration will be frozen until Orange (or its representative) can make contact with the Customer in order to resolve the identified Incident, this also applies to cases in which the Customer denies access to the Site to Orange (or his representative) to restore it; implementation by Orange of changes to the Service requested by Customer; and any service feature(s) which are in beta (development) mode.

(d) In no event will the total credits due for any unachieved Service Level in any calendar month exceed 25% the Qualifying Charges for the Service at the Location.

(e) Customer will not be entitled to receive credits or other remedies for non-achievement of any Service Level to the extent that such non-achievement was caused by, and the relevant Service Level expressly exclude any time attributable to: a Force Majeure Event, Third Party Intervention, environmental conditions, any component or equipment not managed and maintained by Orange as part of Cloud Avenue Services, power failure, any service provided by a third party, or by any act or omission of Customer, User, or an agent of Customer or User.

(f) Service Levels for the Service will apply from the first full calendar month following commencement of the Service.

(g) Failure to comply with the Service Level by Orange will not relieve Customer from its obligation to pay the Charges.

(h) In case of dispute regarding the non-achievement of a Service Level, Orange records and information will prevail.

(i) Limitations specific to each Cloud Avenue feature, if any, are specified in this SLA.

(j) 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.

(k) The same Incident shall not entitle to Service Credits under both the GAR and the GFRT. If both are applicable, the Customer will be granted the higher of the two Service Credits.

(l) 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, or
- The Customer's application processes conflict with the backup processes at the time of their execution.

1.4 Service Levels for Service Availability

1.4.1 Availability Service Level for Portal Services.
Orange is committed to ensuring the same Availability Rate for each portal. The list of portals concerned is as follows:

- VCoD APIs and interface,
- The vCloud Director Portal ("VCD(s)") and its APIs: technical portal to access all the settings of the organization and its vDCs; one portal per data center,
- The Container Service Extender ("CSE") component and its APIs, presented in the VCD,
- The vRealize Operations ("vROPS") component and its APIs, presented in the VCD,
- vCloud Director Availability ("vCDA") and its APIs, presented in the VCD,
- vRealize Automation ("vRA") and its APIs,

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- The NetBackup Self-Service portal (the "NSS" portal): technical portal to manage backups and restores of VMs; one portal per data center, and
- Cloud Avenue APIs.

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

The Availability Service Level for Portal Services is as set out in Table 1.

Table 1: Availability Service Level for Portal Services

Availability Rate for Portal Services
99.80%

1.4.2 **Availability Service Level for Compute Services.** The total uptime of the Service shall be expressed as a percentage, using the Availability Rate for each Compute Service.

1.4.2.1 **Availability Service Level for Virtual Data center (vDC).** For the Virtual Data center computing Service ("**vDC**"), the Downtime 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 unreachable.
- Inability to start VMs created in the vDC.

The Service Level for Availability for vDC Service is as set out in Table 2.

Table 2: Availability Service Level for vDC Service

vDC Availability Class	Availability Rate for vDC Service
One Room	99.95%
Dual Room	99.99%

1.4.2.2 **vCenter On Demand (VCOD).** The Availability Service Level for vCoD is considered available as long as there is no impact on the availability of VMs and their storage, even if one or more nodes are unavailable (due to failure or maintenance).

The Availability Rate calculation excludes scheduled maintenance periods.

The capacity management performed by the customer must respect a ceiling (vCPU and RAM) in order to allow the shutdown of one of the nodes of the cluster (maintenance and fault tolerance).

The Availability Service Level for vCoD is as set out in Table 3.

Table 3: Availability Service Level for vCOD Service

vCoD Availability Class	Availability Rate for vCOD Service
Single Site	99.95%
HA Dual Room or Dual Site	99.99%

1.4.3 **Availability Service Level for QOS Appliances.** The Availability Service Level for QoS Appliances is measured by Orange via internal monitoring probes.

The Availability Service Level for QoS Appliances is as set out in Table 4.

Table 4: Availability Service Level for QOS Appliance

Availability Rate for QOS Appliance
99.95%

1.4.4 **Availability Service Level for Backup Service.** The Availability Service Level for Backup Service is represented by the success rate of backups, which is defined as follows:

$$\text{Backup Success Rate} = \frac{\text{Number of successful backups}}{\text{Total number of backups run}}$$

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

Any backup made in a case excluded in Clause 1.3 of this SLA, 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%.

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The Availability Service Level for Backup Service is as set out in Table 5.

Table 5: Availability Service Level for Backup Service

Availability Rate for Backup Service
99.9%

1.4.5   **Availability Service Level for Object Storage Service.** The Availability Service Level for Object Storage Service is represented by the success rate of the Object Storage Service API ("**S3 API**") calls, which is defined as follows:

$$\text{S3 API Calls Success Rate} = \frac{\text{Number of successful S3 API calls}}{\text{Total number of S3 API calls}}$$

This calculation is valid for the entire storage account that is the object of the Organization and for a given month.

The Availability Service Level for Object Storage Service is as set out in Table 6.

Table 6: Availability Service Level for Object Storage Service

Availability Rate for Object Storage Service
99.9%

1.4.6   **Service Level for Support: Guaranteed Fault Repair Time (GFRT).** The service level for support, on the Guaranteed Fault Repair Time ("**GRFT**"), for all services (Compute Services, QoS Appliance, Backup Service, Object Storage Service), excluding portals, depending on the level of support subscribed to, the time being counted only over the periods covered, is defined in Table 7.

Table 7: Service Level for Guaranteed Fault Repair Time (GFRT)

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

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

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

1.4.7   **Service Level for Support: Guaranteed Response Time (GRT).** The service level for support, on the Guaranteed Response Time ("**GRT**") for all services (Compute Services, QoS Appliance, Backup Service, Object Storage Service), excluding portals, depending on the level of support subscribed to, the time being counted only over the periods covered, is defined in Table 8.

Table 8: Availability Service Level for Guaranteed Response Time (GRT)

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

The "Response Gap" is calculated as follows:

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

1.5   Remedies

Subject to Clause 1.3 of this SLA, if the actual Availability Rate(s) are less than the Availability Rate(s) set out in Clause 1.4 of this SLA, then Customer will be entitled to receive a credit against the Qualifying Charges for the relevant Service based on Table 9.

Table 9: Service Credits

Service	Availability Rate	Credit equal to percentage of Qualifying Charge of relevant Service
Portal Services	strictly less than 99.80% and greater than or equal to 98.0%, during a month	€50 excluding tax for the relevant month
	strictly below 98.0%, during a month	€100 excluding tax for the relevant month
Compute Service: Virtual data center (vDC) **One Room**	99.95% or more	0% (1)
	from 99% included to 99.95% excluded	10% (1)
	strictly under 99%	25% (1)
Compute Service: Virtual data center (vDC) **High Availability Dual Room**	99.99% or more	0% (1)
	from 99.95% included to 99.99% excluded	10% (1)
	strictly less than 99.95%	25% (1)
Compute Service: vCenter On Demand (VCOD): **One Room and Single Site**	99.95% or more	0% (2)
	from 99% inclusive to 99.95% excluded	10% (2)
	strictly less than 99%	25% (2)
Compute Service: vCenter On Demand (VCOD): **Dual Room or Dual Site**, with a minimum of 6 servers equally distributed between the two locations	99.95% or more	0% (2)
	from 99% inclusive to 99.95% excluded	10% (2)
	strictly less than 99%	25% (2)
QoS Appliance Service	99.9% or more	0%
	from 98% included to 99.9% excluded	20%
	strictly less than 98%	30%
Backup Service	99.9% or more	0%
	from 98% included to 99.9% excluded	10%
	strictly less than 98%	25%
Object Storage Service	99.9% or greater	0%
	less than 99.9% but more than or equal to 99.0%	10%
	less than 99.0%	25%
Support / **Guaranteed Fault Repair Time** (GFRT) according to the support level	Fault Repair Gap for a given service is: more than 0% to 50%	2%
	Fault Repair Gap for a given service is: more than 50% up to 75%	5%
	Fault Repair Gap for a given service is: more than 75% up to 100%	10%
	Fault Repair Gap for a given service is: more than 100%	25%
Support / **Guaranteed Response Time** (GRT) according to the support level	Response Gap for a given service is: more than 0% to 50%	2%
	Response Gap for a given service is: more than 50% up to 75%	5%
	Response Gap for a given service is: more than 75% up to 100%	10%
	Response Gap for a given service is: more than 100%	25%

(1) If during a month, the Compute Services Availability Rate of a Customer vDC is strictly lower than the contractual Availability Rate commitment, Orange undertakes to issue a service credit equal to the percentage mentioned in this table of the total amount, excluding taxes, of the consumption of Compute Services associated with the vDC concerned for the relevant month.

(2) If during a month, the Customer's vCoD Service Availability Rate is strictly lower than the contractual Availability Rate commitment, the Service Provider undertakes to issue a service credit equal to the percentage mentioned in this table of the total amount, excluding taxes, of the consumption of the Compute Services associated with the vCoD concerned for the relevant month.

END OF SPECIFIC LEVEL AGREEMENT FOR CLOUD AVENUE SERVICES