



1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE SSL SERVICE

1.1 Introduction

This SLA describes the Service Levels applicable to the Flexible SSL Service. Each Flexible SSL gateway is covered individually in the present document. Non-compliance with a Service Level may entitle the Customer to receive a service credit or other remedy as set out and subject to the terms and conditions herein..

1.2 Definitions

The terms used in the Service Level Agreement have the meanings that are explained below. In case of contradiction between the definitions given in this document and those given elsewhere in the Agreement, the definitions contained below will prevail for the purpose of this Service Level Agreement.

The terms used but not defined in the present Service Level Agreement have the meanings given to them in the Flexible SSL Service Description or elsewhere in the Agreement.

"**Automated Changes**" designates a change request, placed by any authorized customer administrator on the Portal that is not a Manual Change.

"**GCSC**" or "**Global Customer Support Centre**" designates the customer support center.

"**Manual Changes**" designates any change request, placed by any authorized customer administrator on the Portal, that requires a manual intervention; which includes the creation and/or modification of bespoke profiles and the modification of the SSL gateway parameters done via the 'other changes' Portal section.

"**Portal**" designates the Flexible SSL Care Service web portal.

"**Repair Time**" designates the period between the beginning of the diagnosis and the restoration of the normal functioning conditions for the equipment used by the Flexible SSL gateway server.

"**Response time**" designates the period between the time when the call concerning the incident is recorded by the GCSC and the time when the diagnosis begins.

"**Scheduled Maintenance**" designates the routine maintenance planned by Orange, to apply generic modifications or updates to the Flexible SSL Gateway or the Orange network.

"**Service Availability**" designates the availability of the functionality and services supplied to the Customer for an individual service provided by Flexible SSL gateway. It is expressed as a percentage of the functioning time over the total duration of the observed period.

"**SLA**" or "**Service Level Agreement**" means a performance target applicable to the Flexible SSL Service, which generates a service credit or other remedy in the event that Orange does not meet the target. The SLA is subject to Customer having jointly subscribed to a service manager (Customer Service Manager) to handle SSL issues and reports.

"**SLO**" or "**Service Level Objective**" means a performance target applicable to the Flexible SSL Service, which does not generate a financial penalty in the event that Orange does not meet the target.

"**SRF**" or "**Service Request Form**" designates the document including all the configuration parameters required by Orange to configure the Flexible SSL gateway.

"**Third-party intervention**" designates the intervention of a person not authorized by Orange.

1.3 Service Credits

Each SLA is subject to a point's calculation. The total points of all relevant SLAs combined, will result in a service credit percentage that will be converted to a credit note to be deducted from the invoice for the Service of the month following the month during which the claim for service credits was made. The correspondence between the points and the service credits is given in Table 1. The percentage will be applied to the Monthly Recurring Charge for the Service during the month for which the SLAs are measured.

Table 1: Service Credits by Points

Total Number of Points	Service Credit
0-9	0%
10-19	5%
20-29	10%
30-39	15%
40-49	20%
>50	30%

1.4 Lead Time to Deliver

Orange shall use reasonable efforts to deliver the Service at the agreed date. The applicable Service Level Agreement is "Lead Time to Deliver" (LTD). The service level is expressed in days. The LTD is calculated by subtracting from the date of receipt by Customer of the "Welcome message" the date of receipt by Orange of completed SRF.

The Service Level for LTD will be 10 working days.

In case the Service Level is not met, the following points will be granted for the calculation of the Service Credits described in Clause 1.3.

Table 2: Lead Time to Deliver Points

Lead Time to Deliver (Days)		Number of Points
Min	Max	
0	10	0
11	15	10
16	20	20
21	25	30
>26		40

1.5 Service Availability SLA

The Service Availability SLA is expressed as a percentage and is calculated by dividing the total theoretical time for a given period, reduced by the time during which the Service was interrupted, by the total theoretical time of the period, all expressed in hours. Service Availability is measured on a monthly basis.

The Service Level shall apply only to the components of the Flexible SSL service, i.e. the SSL Gateway, the Firewall, the External Network Link, and the Internal Network Link. The Service Availability SLA shall not apply to any peripheral item, such as the Flexible SSL web administration portal or an authentication server managed by the Customer.

Service Availability for the Service is calculated using the following formula:

$$A_c = 100 \times \frac{(t_{max} - t_{outage} + t_{planned} + t_{nonOrange})}{t_{max}}$$

- A_c = percentage representing the availability of the component.
- t_{max} = theoretical number of hours over the reference period.
- t_{outage} = number of hours that the service of a component was interrupted during the given period.
- $t_{planned}$ = number of hours during which the Service was interrupted with the agreement of the Customer for a maintenance operation or for a Scheduled Maintenance.
- $t_{nonOrange}$ = number of hours during which the Service was interrupted due to elements beyond the control of Orange.

The reference period shall be from the first to the last day of the month. The actual Service Availability shall be calculated 12 times a year. The total hours during the month depends upon the month:

- months with 28 days: 672 hours
- months with 29 days: 696 hours
- months with 30 days: 720 hours
- months with 31 days: 744 hours

The Service shall be considered as interrupted when the corresponding Incident is qualified as a Severity 1 incident, as reflected by the Orange incident database. The outage will be calculated based on the date and time of opening and closure of the incident ticket.

The Service Level for Service Availability will be as follows.

Table 3: Service Level for Service Availability

Type of Service	Service Availability
Flexible SSL service	99.95%

In case the Service Levels are not met, the following points will be granted for the calculation of the service credits described in Clause 1.3.

Table 4: Rate of Availability of "Basic" Service

Rate of Availability of "Basic" Service		Number of Points
Lower Boundary	Upper Boundary	
99.95%	100.00%	0
99.50%	99.949%	10
99.00%	99.499%	20
98.00%	98.999%	30
<97.999%		40

1.6 Call Management SLO

The target maximum waiting time before accepting a Fault Call is 5 minutes from the time when the Fault Call is connected to the GCSC.

1.7 GTTR SLA & SLO

The GTTR designates the ability by Orange to restore any Incidents.

The GTTR is subject to the Service's detailed availability table and only applies to the Flexible SSL gateway active security component and not, for example, to the Portal.

For each Incident, the resolution deadline is calculated from the date and time of opening of the incident ticket and its date and time of closure, as defined in the Orange incident database.

An incident ticket is closed following the restoration of the Service.

The Service Levels for GTTR will be as follows:

Table 5: GTTR Service Levels Definitions

Severity Level	Remote Diagnosis	
Severity 1	Response Time	30 minutes
	Repair Time	4 hours
Severity 2	Response Time	4 hours
	Repair Time	8 hours
Severity 3	Response Time	8 hours
	Repair Time	10 days

If the GTTR Service Levels are not met for a particular Incident, Customer will be granted the following points for the calculation of the service credits described in Clause 1.3.

Table 6: GTTR Severity 1 Points

GTTR for Severity 1	Number of Points
GTTR exceeded by up to 1 hour	10
GTTR exceeded by more than 1 hour	20

The GTTR for Severities 2 and 3 will be Service Level Objectives.

1.8 Time to Change SLA

Time to Change (TTC) measures the ability of Orange to carry out change requests for the security policy and the configuration of the Flexible SSL Service.

Flexible SSL is proposing two different change types, as described in Clause 1.2:

- Automated Changes
- Manual Changes

Each change type has a different service level:

Table 7: Change Service Levels

Change Type	Analysis Period	Implementation Deadline
Automated Changes	24 x 7	5 minutes
Manual Changes	On Business Days during Business Hours	2 days

For each change type, the following calculation is performed:

$$TTC_{xx} = 100 \times \frac{NbChangeOK_{xx}}{NbChange}$$

- TTC_{xx} = Rate of implementation of change requests by the deadline XX.
- $NbChangeOK_{xx}$ = Number of change requests carried out within the deadline XX.
- $NbChange$ = Number of change requests over a given period.

The service levels are calculated on a monthly basis, between the first day at 0:00 to the last day of the same month at 23:59.

For Manual Changes, the Service Level are subject to Customer providing all required information for the change implementation. If clarification or further information is requested by Orange, the time taken by the Customer to answer to the clarification request will be added to the implementation deadline.

If the Time to Change Service Levels are not met, Customer will be granted the following points for the calculation of the service credits described in Clause 1.3.

Table 8: Time to Change Service Levels

Automated Change			Manual Change		
Lower Boundary	Upper Boundary	Number of Points	Lower Boundary	Upper Boundary	Number of Points
98.0%	100.00%	0	98.0%	100.00%	0
95.0%	97.9%	10	95.0%	97.9%	10
90.0%	94.9%	20	90.0%	94.9%	20
0.0%	89.9%	30	0.0%	89.9%	30

These points may be combined.

1.9 Conditions and Exclusions

This SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

- (a) The Service Levels set out herein will only be SLAs if the Customer has ordered the services of an Orange service manager (Customer Service Manager) who also handles SSL issues and reports. Otherwise, they will be SLOs.
- (b) Service Credits are to be claimed by the Customer within a period of 2 months from the notification by Orange to the Customer of the report reflecting the Orange actual performance against the Service Levels.
- (c) The Portal is not subject itself to any Service Levels.
- (d) Breach of Service Level does not exempt the Customer from its obligation to pay the Charges for the Services.
- (e) Excluded from the calculation of performance of the Service Levels are all periods of time attributable to cases of Force Majeure, Scheduled Maintenance, intervention by third parties, environmental conditions, power cuts, failures during exchanges between telecommunication operators, changes to the Service made at the request of the Customer, physical interruptions to termination segments not attributable to Orange or to telecommunication operators, or any act or

omission by the Customer or a user of the Flexible SSL Service who is authorized by the Customer.

- (f) The Service Levels exclusively concern the infrastructure of the Flexible SSL Service and under no circumstances apply to the Internet, the local browser and users' Internet connections.
- (g) Except where stated to the contrary, the Service Levels are effective from the first full month following the Date of Acceptance of the Flexible SSL gateway Service on the site in question.
- (h) Except where stated to the contrary, the period measured for each Service Level starts on the first day of the month and ends on the last day of the month.
- (i) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels under this Service Level Agreement.
- (j) In no event will Customer be entitled to receive any remedies for non-achievement of any Service Level if such non-achievement was caused by a third party; by the Customer; or due to the inability to contact the Customer in case of an Incident. In such cases, the total period of unavailability will be reduced by the period of unavailability caused respectively by such Third Party, the Customer, or inability to contact the Customer.

1.10 Scheduled Maintenance

Orange reserves the right to suspend the Service for maintenance (Scheduled Maintenance) every Sunday from 06:00 to 12:00 (CET). This time period may be changed by Orange in consultation with the Customer to take into account operating constraints for the Service. Orange must inform the Customer at least a week in advance if the maintenance period will be used.

Orange may have to carry out exceptional Scheduled Maintenance operations to respond to threats caused by third parties, which may strongly impact the service, creating incidents of severity 1; for example, this may include a "**denial of service**" attack. In such case:

- Orange will contact the Customer's administrator,
- If Orange does not receive any reply from the Customer, Orange shall be entitled to decide to apply the necessary corrective measures.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE SSL SERVICE