

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE IDENTITY AUTHENTICATION SERVICE

1.1 Definitions

All capitalized terms used but not defined in this SLA will have the meanings ascribed to such terms in the Service Description for Flexible Identity Authentication Service or elsewhere in the Agreement. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this SLA.

"Automated Changes" means a change request (listed on the Management Portal) for the Service placed by an authorized Administrator on the Management Portal.

"GTTR" means Guaranteed Time to Repair.

"Incident" means a failure or malfunction within the Service. Incidents do not include Service unavailability during Scheduled Maintenance (as defined below).

"Manual Changes" means any change request for the Service placed by an authorized Administrator on the Service Portal.

"Outage" means that a User cannot use the Service (i.e. a Severity Level 1).

"Repair Time" means the period of time beginning with Orange's diagnosis of an Incident and ending when the normal functioning conditions for the equipment used by the Service is restored.

"Response time" means the period of time beginning when Customer reports the Incident to Orange and the Incident is recorded by the GCSC and ending when the diagnosis of the Incident by Orange begins.

"Scheduled Maintenance" means maintenance scheduled by Orange to implement generic changes to or updates of the Service or the Orange network.

"Service Availability" will have the meaning provided in Clause 1.5 below.

"Service Level Objective" or **"SLO"** means a performance level objective. For clarity, an SLO is not a Service Level, and there is no remedy, financial or otherwise, if Orange fails to achieve any Service Level Objective.

"Third party intervention" means intervention by any person not authorized by Orange.

1.2 Prerequisite

1.2.1 Customer must subscribe to 'Service Manage' Service as a prerequisite to benefit from this SLA.

1.3 Service Credits

1.3.1 Failure by Orange to meet a particular Service Level will entitle Customer to receive a certain number of points, as described in this SLA.

1.3.2 The total number of points received by Customer for all Service Levels will be combined and totaled each month to determine any credit available to Customer.

1.3.3 Table 1 sets out the number of points required to obtain a particular service credit percentage. The service credit will be applied to the monthly recurring fee for the Service during the relevant month for which the Service Levels are measured. The service credit will be applied in the invoice following the claim. Notwithstanding anything to the contrary otherwise contained in this SLA, in no event will the cumulative and total amount of Service Level credits that Customer will be entitled to receive for non-achievement of any and all Service Levels applicable to the Service during such month exceed 30% of the monthly recurring fee for that month.

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

1.4.1 The Lead Time to Deliver (LTD) for the Service shall be the number of business days between (i) the date on which Customer has provided to Orange the signed Order and all Configuration Information and any other technical information required by Orange, and (ii) the Service Commencement Date (inclusive).

1.4.2 The Service Level for the LTD shall be 20 business days.

1.4.3 If this this Service Level is not met, Customer will receive points in accordance with Table 2.

Table 2: Lead Time to Deliver Points

Lead Time to Deliver (Days)		Number of Points
Min	Max	
0	20	0
21	25	10
26	30	20
31	35	30
>36		40

1.5 Service Availability

1.5.1 Service Availability is measured solely with respect to the availability of the authentication servers and the internet connectivity provided for such servers by Orange (together, the "Service Components") only. Service Availability is not measured with respect to the availability of any other item or component of the Service, such as the Management Portal or Service Portal or any equipment using the Service.

1.5.2 Service Availability shall be calculated on a monthly basis based on Orange's trouble ticketing system using the following formula:

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

- A_c = percentage representing the Service Availability.
- t_{max} = number of hours for the applicable month.
- t_{outage} = number of hours that the Service was unavailable for any reason during the relevant month.
- $t_{planned}$ = number of hours during which the Service was unavailable for Scheduled Maintenance.
- $t_{nonOrange}$ = number of hours during which the Service was unavailable due to an Outage.

1.5.3 The Service Level for the Service Availability is 99.95%.

1.5.4 If the Service Level for Service Availability is not met, Customer will receive points as provided in the following table.

Table 3: 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 GTTR

1.6.1 The GTTR Service Levels and Service Level Objectives apply to the Service Components and not to any other item or component of the Service, for example, the Management Portal.

1.6.2 For each Incident, the GTTR is calculated from the date and time Orange opens the trouble ticket for the Incident to the date and time the Incident has been closed, using Orange's trouble ticketing system.

1.6.3 An Incident shall be closed following the restoration of the Service.

1.6.4 Orange provides the following GTTR Service Level for Outages and the following GTTR Service Level Objectives for Severity 2 and Severity 3 Incidents:

Table 4: 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 Business days

1.6.5 If the GTTR for an Outage/Severity Level 1 Incident is not met, Customer will receive points as provided in the following table.

Table 5: 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

1.7 Change Management

1.7.1 The Service Level for Change Management measures change requests implementation with the implementation deadlines below. It is based on the change type applicable and shall be calculated in accordance with the following:

Table 6: Change Service Levels

Change Type	Analysis Period	Implementation Deadline– Service Level
Automated Changes	24x7	30 minutes
Manual Changes	On Business Days during Business Hours	2 Business Days

1.7.2 Change Management shall be calculated for each change type using the following formula:

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

- TTC_{xx} = Rate of implementation of change requests by Orange.
- $NbChangeOK_{xx}$ = Number of change requests carried out by Orange during the month within the applicable implementation deadline.
- $NbChange$ = Number of change requests carried out by Orange during the month.

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

1.7.4 If the Service Levels are not met for either the Automated Changes or Manual Changes during the month, Customer will be granted the following points for the calculation of the service credits:

Table 7: 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

1.8 Scheduled Maintenance

1.8.1 Orange reserves the right to suspend the Service for Scheduled Maintenance, once a quarter, during a weekend (unless otherwise agreed). This Schedule Maintenance will not (unless otherwise agreed) exceed 120 minutes of outage over a 12-month window. Orange will inform Customer at least three weeks in advance if any Scheduled Maintenance is to be carried out.

- 1.8.2 Orange may have to carry out exceptional Scheduled Maintenance operations to respond to threats caused by third parties, which may impact the Service, creating incidents of severity-1; for example, this may include a "denial of service" attack. In such case, Orange will use reasonable efforts to contact the Administrator as soon as practicable.

1.9 Conditions and Exclusions

Notwithstanding anything otherwise to the contrary in this SLA and in addition to any other conditions and limitations otherwise 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) Customer will not be entitled to any remedies set out in this SLA, and the Service Levels will not apply if, Customer does not purchase either the Service Manage (as described in separate Service Description) for the Service. Notwithstanding anything to the contrary contained in this SLA, if Customer does not purchase Service Manage with the Service, all Service Levels will be deemed SLOs only.
- (b) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the Service in accordance with the Service Description for Flexible Identity Authentication Service or to meet the Service Levels set forth in this SLA.
- (c) Customer must submit claims for service credits for unachieved Service Levels in writing to Orange within 60 days following the end of the month in which the alleged Service Level failure occurred. 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 and will issue all undisputed credits within 90 days from the date of its receipt of Customer's written claim. The Service Level for Lead Time to Deliver in Clause 1.3 above only applies if Orange does not waive and Customer pays the installation charges for the Service for the relevant Location.
- (d) The cumulative and total Service Level credits that Customer will be entitled to receive for non-achievement of any and all Service Levels applicable to the Service during such month will not exceed 30% of the Qualifying Charges for the Service.
- (e) The Service Levels apply only to the Service Components and expressly exclude the Internet, the local browser and Users' Internet connections.
- (f) Service Levels shall be effective from the first full month following the Date of Acceptance of the Service.
- (g) All applicable Service Levels and SLOs will begin on the first full month following the Date of Acceptance of the Service. Unless otherwise specified in this SLA, the measurement period for all Service Levels and SLOs commences on the first day of the month and ends on the last day of the month.
- (h) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by, and Service Levels expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental conditions, power outages, failures to Access Provider exchanges, changes to the Service made by or at the request of Customer, physical interruptions to termination segments not attributable to Orange or to Access Providers, or any act or omission of Customer or any User of the Service.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE IDENTITY AUTHENTICATION SERVICE