

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR LIVE OBJECTS SERVICE

1.1 Introduction. This Service Level Agreement ("SLA") describes the Service Level Objectives (as defined below) applicable to the Live Objects Platform. All capitalized terms used but not defined herein will have their meanings set out in the General Conditions, the Specific Conditions for Orange Cloud Services, or the Service Description for Live Objects.

1.2 Definitions

"**Availability**" means the availability for use of the Live Objects Platform.

"**Incident**" means any event or problem causing a degradation or failure in the Live Objects Platform.

"**Service Level Objective**" or "**SLO**" means the Service Level objective applicable to the Live Objects Platform; there are no remedies, financial or otherwise, associated with non-achievement of SLOs.

"**Working Day(s) in France**" means normal working days (09:00 to 18:00 (GMT +1) in France, excluding French public holidays.

1.3 Conditions and Exclusions. The SLA, and Customer's entitlement to the remedies set out in this SLA, is subject to the following conditions and exclusions:

- (a) Service Levels are measured on a monthly basis.
- (b) In case of a dispute regarding the non-achievement of a Service Level Objective, the records and information from Orange will prevail.
- (c) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from a failure of network 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.
- (d) The failure by Orange to meet a Service Level Objective will not relieve Customer from its obligation to pay the Charges.

1.4 Service Level Objective for Availability. Availability is monitored by Orange in near real-time. The SLO for Availability in respect of the Live Objects Platform is 99.9%.

Availability is calculated using the following formula:

$$\text{Availability} = \frac{\text{Total uptime minutes per month} - \text{Total downtime minutes per month}}{\text{Total number of minutes in the relevant month}}$$

Any downtime caused by any of the following shall not be used for the purposes of calculating Availability:

- Scheduled or notified maintenance.
- Incidents linked to the Customer's content, technology, designs or instructions.
- Incidents related to the Customer's infrastructure, including network or equipment failure, or power outages.
- Failure by the Customer to provide the information or access required to restore Availability, security breaches attributable to the Customer or security tests conducted by the Customer, or reasons beyond the reasonable control of Orange.

1.5 Intervention and Service Restoration Time. The intervention and service restoration time for the Live Objects Platform depends on the level of severity of the Incidents.

These times are measured from the moment when the Customer provides notification of an unavailability event until the moment when the Live Objects Platform becomes operational again.

Non-compliance with a SLO will not entitle Customer to receive any service credit or other remedy.

Priority Level	Description	SLO: Registration & Restoration Time
P1	<p>An Incident causing the whole or part of the Live Objects Platform to be completely inoperative or severely affected causing immediate and significant degradation of its performance. For instance, more than 20% of planned hosting capacity being unavailable will be considered to be a P1 Incident.</p> <p>Examples of P1 Incidents include:</p> <ul style="list-style-type: none"> ▪ Complete loss of functionality of the Live Objects Platform. ▪ Live Objects Platform restarted for an unknown reason (excluding planned outages). ▪ The Live Objects Platform does not recover following a system restart. 	<p>15 minutes to register and open an Incident ticket.</p> <p>2 hours to restore Availability.</p>

Priority Level	Description	SLO: Registration & Restoration Time
P2	<p>An Incident causing the whole or part of the Live Objects Platform to be affected causing some level of performance degradation but not significantly impacting Customer's ability to utilize the Live Objects Platform or the ability of Orange to manage/operate the Live Objects Platform.</p> <p>Examples of P2 Incidents include:</p> <ul style="list-style-type: none"> ▪ Loss of redundancy. ▪ Loss of alarm interfaces. ▪ Loss of provisioning or management interfaces. ▪ Infrequent or intermittent failures. ▪ Loss of hosting capacity during busy hours where service usage is impacted. For instance, where less than 20% of planned hosting capacity is unavailable, it may be considered to be a P2 Incident. 	<p>30 minutes to register and open an Incident ticket.</p> <p>4 hours to restore Availability.</p>
P3	<p>An Incident causing the whole or part of the Live Objects Platform to be affected, causing a minor degradation in performance. P3 Incidents have a minor impact to the Customer's ability to utilize the Live Objects Platform or the ability of Orange to manage/operate the Live Objects Platform.</p>	<p>4 hours to register and open an Incident ticket.</p> <p>2 Working Days in France to restore Availability.</p>
P4	<p>All Incidents that do not affect the Live Objects Platform are classified as P4. P4 Incidents may result in a degradation of performance but does not affect the Customer or End Users' experience.</p>	<p>Next Working Day in France to register and open an Incident ticket.</p> <p>3 Working Days in France to restore Availability.</p>

END OF SERVICE LEVEL AGREEMENT FOR LIVE OBJECTS SERVICE