

1 SERVICE LEVEL OBJECTIVE FOR ACTIVE PREVENTION SERVICE

1.1 Introduction

This document describes the Service Level Objectives ("SLOs") applicable to the Active Prevention Service.

1.2 Definitions

As used in this SLO, 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 SLO and those provided elsewhere in the Agreement, the definitions in this SLO will control for purposes of this SLO. Capitalized terms used and not otherwise defined in this SLO will have the meanings ascribed to them in the Service Description for the Active Prevention Service or elsewhere in the Agreement.

"Remote Diagnostics" means first level diagnostics and remote troubleshooting to restore the System hardware to Proper Operational Condition.

"Repair Time" means (i) for Remote Diagnostics, the period of time between the commencement of Remote Diagnostics and the restoration of the System hardware to Proper Operational Condition, and (ii) for On-site Maintenance, the period of time between the arrival of the field engineer at the Location and the restoration of the System hardware to Proper Operational Condition.

"Response Time" means (i) for Remote Diagnostics, the period of time between the Incident being logged at the GCSC and commencement of Remote Diagnostics, and (ii) for On-site Maintenance Service, the period of time between the expiration of the Response Time for Remote Diagnostics and the arrival of the field engineer at the Location.

"Scheduled Maintenance" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, the Active Prevention Service or the Orange Network.

"Server Availability" means the availability of the System to deliver the Active Prevention Service features provided to Customer, expressed as a percentage of up time versus the total time for the observation period.

"Third Party Intervention" means intervention by any person not authorized by Orange.

1.3 Conditions and Exclusions

The Service Level Objectives are subject to the following conditions and exclusions:

- (a) Service Levels expressly exclude any time attributable to, a Force Majeure Event, Scheduled Maintenance, Third Party Intervention or environmental conditions, power outages, failures to TO exchanges, physical disruption to Tail Circuits not caused by Orange or TOs, or by any act or omission of Customer or any Customer-authorized user of the Active Prevention Service.
- (b) The Service Level Objectives apply only to the Active Prevention Service infrastructure and do not apply to or include the Internet, the local browser, or User's link to the Internet.
- (c) The Service Level Objectives will apply from the first full month following the Date of Acceptance of the Active Prevention Service at the relevant Location, unless specified otherwise.
- (d) Unless otherwise specified, the measurement period for all Service Level Objectives commences on the first day of the month and ends on the last day of the month.
- (e) The Service Level Objectives are targets only, and there are no remedies, financial or otherwise, associated with non-achievement of any Service Level Objective for the Active Prevention Service.
- (f) The Service Level Objective for Remedial Maintenance is subject to the specific country service availability listing (as provided by Orange upon Customer's request and as may be amended from time to time), and on-site field engineer and Customer contact availability, which will be defined on a case-by-case basis.

1.4 Service Level Objectives and Targets

1.4.1 Call Management

The Service Level Objective for Orange to answer a call placed by Customer to report an Incident is 10 seconds from the time that the call is connected to the GCSC.

1.4.2 **Security Monitoring**

For Customers receiving Extended Intrusion Detection, Orange will notify Customer's primary contact of a Level 1 Event (as defined by the Security Policy) within 40 minutes after the Event becomes available at the SOC; provided that this Service Level Objective will not apply during the Fine-Tuning Phase.

Orange will meet the foregoing Service Level Objective for Security Monitoring within the following targets.

Table 1: Security Monitoring Service Level Objectives

| Response to a Level 1 Event: ≤ 3 hours | 99% (≤ 5/100 Events) |
|--|----------------------|
| Response to a Level 1 Event: > 3 hours | 100% |

1.4.3 Implementation of Change Requests

For 90% of all Regular Change Request, Orange will implement a Regular Change Request within 48 Business Hours after Orange notifies Customer via email that Orange has accepted such Regular Change Request. For 90% of all Urgent Change Requests, Orange will implement an Urgent Change Request within 4 Business Hours after Orange notifies Customer via email that Orange has accepted such Urgent Change Request. The Implementation Change Request SLOs will be measured on a monthly basis.

1.4.4 Remedial Maintenance

Orange will provide Remedial Maintenance for the System hardware in accordance with the following Service Level Objectives:

Table 2: Remedial Maintenance Service Level Objectives

| Severity Level | Remote Diagnosis | Onsite Maintenance Service(*) |
|----------------|---------------------------|-----------------------------------|
| Severity 1 | Response Time: 30 minutes | Onsite intervention time: 4 hours |
| | Repair Time: 4 hours | Repair Time(**): 4 hours |
| Severity 2 | Response time: 4 hours | Response time: 4 hours |
| | Repair Time: 8 hour | Repair Time: 8 hours |
| Severity 3 | Response time: 8 hours | Response time: 8 hours |
| | Repair Time: 10 days | Repair Time: 10 days |

^(*) On-site maintenance is only supplied if Orange is not able to restore the normal functioning conditions for equipment using Remote Diagnosis. It may include the replacement of equipment on the site.

1.5 Server Availability

Orange will meet the following Service Level Objectives for Server Availability.

Table 3: Server Availability Service Level Objectives

| Server Type | Server Availability |
|--|---------------------|
| Single Mode Intrusion Detection and Prevention | 99.8% |
| Resilient Intrusion Detection and Prevention | 99.95% |

1.6 Service Level Objective Management - Escalation Procedure

The Orange achievement of the Service Level Objectives will be assessed at the end of each month (the "Service Reporting Period"). Customer may make a written request for a meeting with Orange to discuss SLO compliance for the preceding month. These meetings will be held by audio-conference or video-conference if the facilities are available to both Customer and the local Orange premises. If Customer requests an Orange representative meeting at a Customer location and Orange agrees to such meeting, then all reasonable travel and related expenses incurred by Orange will be paid by Customer.

If a Service Level Objective is not met, Orange and Customer will jointly evaluate the reasons for the non-compliance and prepare and implement an agreed action plan to address the problem.

END OF SERVICE LEVEL OBJECTIVE FOR ACTIVE PREVENTION SERVICE