Annex XXX to the Master Services Agreement

Between Orange Business Netherlands B.V. and Akzo Nobel Sourcing B.V.

reference MSA/NL/AKZONOBELSOURCING/31122019

1. SERVICE LEVEL AGREEMENT FOR MANAGED VWAN SERVICE
   1. Introduction

This SLA describes the Service Levels applicable to the Managed VWAN as a managed service on the MS Azure cloud platform. Non-achievement of a Service Level may entitle AkzoNobel to receive credits against Charges, or other remedies, each as set out in this SLA.

* 1. Definitions

As used in the context Managed VWAN Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of Managed VWAN Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

“**Incident**” means a failure or malfunction within the Service triggered by an event. Incidents are opened reactively when AkzoNobel reports an impact, or proactively when Orange’s internal monitoring systems detect an event and issue an Incident (as registered in AkzoNobel ServiceNow).

“**Ready For Service**” means date and time recorded in AkzoNobel ServiceNow ticketing system that Supplier announces and confirms the requested change is ready and the service is ready for usage and acceptance testing by AkzoNobel can be started.

**“Service Window”** means the applicable time coverage of service level calculation as indicated in Annex 12 - Appendix A - NGC Master Site List

"SLA" means this Service Level Agreement for the Managed VWAN Service.

**“Day”** means 24 hours counted in real time.

**“Business day**” means one day Monday through Friday, except for days that are Public holidays. Business Day is equal to eight Business Hours between 09:00AM and 05:00PM CET.

**“Business hour”** means one hour of time during a Business Day.

**“Reaction time”** is defined as the time elapsed between reporting the issue and the time when support team responds and start to analyze an issue.

**“Neutralization Time”** is defined as the time elapsed between reporting the issue and when it is addressed, either with a short-term workaround or by a change confirmed by diagnosis or test.

**“Resolution time**” is defined as the time elapsed between reporting the issue and when it is addressed with a permanent solution.

**“Best Effort”** means services undertaken in the shortest possible time and carried out with the utmost care and professional approach, delivered in the shortest possible time. In response to the issue, the Supplier will propose an implementation schedule

* 1. Managed VWAN category definitions

Table 1 - Issue categorization

|  |  |  |
| --- | --- | --- |
| **Category** | **Priority** | **Definition** |
| Critical | Priority\_1 | Complete loss of service availability or other critical aspects such as:  Unavailability of the service.  The Errors resulting in the loss of data or data availability.  The decline in service performance affecting most users. |
| Major | Priority\_2 | Partial unavailability of the service or decreased performance of the service affects a moderate number of users.  Limited access to the user interface. |
| Minor | Priority\_3 | Unavailability of less important service functions that do not directly affect users. |
| BAU | Priority\_4 | Current BAU tasks reported by AkzoNobel employees. |

* 1. Managed VWAN service levels
     1. **SLA for Incident management.**

Reacting to reports of platform errors, supplying work-around will all take place within fixed SLA times (as proposed in the table below) to minimize functionality or system down-time on the production environment.

Table 2 - SLA for Incident Management

|  |  |  |  |
| --- | --- | --- | --- |
| **Issue category** | **Reaction time** | **Neutralizatin time** | **Resolution time** |
| Critical | 1h | 4h | 8h |
| Major | 2h | 8h | 16h |
| Minor | 4h | 16h | 24h |
| BAU | Best effort | NA | NA |

* + 1. **Service Availability**

The environment is implemented as high available with failover.

Orange will not be liable for service interruptions caused by the unavailability of the Azure cloud service, any third-party intervention in the Azure cloud service outside control of Orange, or interventions caused by Microsoft and/or maintenance windows outages caused by Microsoft.

End of SERVICE LEVEL AGREEMENT FOR MANAGED VWAN SERVICE