

2. Service Level Agreement (SLA)

2.1. Service Level Agreement (SLA) – Object Storage solution and Public Cloud instances

2.1.1. Object Storage Solution

Serco makes the following service level commitments:

Object Storage:

1. Monthly availability rate: 99.0%
2. Monthly resilience rate of data stored in Object Storage Container: 100%.

Notes:

- 1) “Monthly availability rate” is calculated by subtracting from 100% the monthly average of the Hourly unavailability rates observed during the month.
- 2) “Hourly unavailability rate” corresponds to the amount of erroneous requests over a one-clock hour period, divided by the total amount of requests over that same period, expressed as a percentage. In case the Client makes no request during a one-clock hour period, the Hourly unavailability rate for this period is equal to zero.
- 3) “Erroneous request” corresponds to any request returning a 500 (internal server error) or 503 (service unavailable) http status code and excluding any other http status code.
- 4) “Resilience” means the capacity of Serco to provide the Client access again to the data that was stored in the Object Storage Container prior to an incident of unavailability which has been duly notified (see the following conditions). This resilience agreement is only applicable for the Object Storage Service, excluding all the other Storage Spaces provided by Serco in the context of the ONDA Public Cloud Service. The duplication of data operated in order to ensure the resilience of the data hosted in Object Storage is operated in a single data center. The resilience commitment does not constitute a warranty against the loss of Data. The Client is solely responsible to set up its own business continuity plan and/or Business recovery Plan, notably when the Services are used for the purpose of hosting sensitive data necessary for its respective activities. The Client can notably back-up its data in two (2) or more different and geographically distant data center in order to prevent against any event which may impact the availability, integrity and/or confidentiality of its data.
- 5) Serco shall not be liable to any third parties (notably EO NOR End Users) regarding these SLAs, nor to the Client or third parties regarding third party’s KPIs. However, if required by the Client, Serco shall assist the Client in the discussions with EO NOR end users.

2.1.2. Public Cloud Instances

Serco makes the following service level commitments:

- 1) CLOUD Instances:
Monthly availability rate: 99.0%

Notes:

- 1) The above represents the committed availability, but actual monthly availability rate > 99.99%
- 2) “Monthly availability rate” means the total number of minutes in the month minus the number of minutes of unavailability in the month in question, divided by the total number of minutes in the month in question.
- 3) “Unavailability” means the loss of access to, and inability to reboot, the activated Instance of the Client, for more than three (3) consecutive minutes from the moment an incident ticket has been opened by the Client. Serco sets up technical tools to monitor the availability of Instances, in particular via ARP PING (Address Resolution Protocol PING) requests. If due to some configurations set by the Client on its Instances, Serco is not able to perform the monitoring operations aforementioned, and therefore cannot check the availability of the Services, these SLA will not apply.

2.1.3. Exclusions

The service level targets described above are in place, subject to the exclusions listed below:

- 1) When reporting the incident and creating the ticket, the Client shall provide Serco with all relevant information useful for the diagnostic and intervention by Serco. The Client undertakes to remain constantly available in order to collaborate with Serco including by providing further information and carrying out all the necessary tests and checks. If the Client is not available or does not cooperate with Serco, it cannot benefit from the service level targets defined above.
- 2) The above commitment does not under any circumstances apply to the availability of components that are under the responsibility of the Client, in particular the software or applications installed and used by the Client on the Instance. In the event of a change of Instance, the Client is responsible for reinstalling or reinitialising their software and application, and restoring the data and information that were stored on it.
- 3) If Serco ascertains that the Instance or Object Storage Container is available and fully operational, Serco shall be absolved of its obligations under the service levels defined above. However, under these circumstances, Serco, at the request of the Client, undertakes to assist the Client in identifying the source of any difficulties found by the Client.
- 4) If Serco ascertains an Unavailability, it will complete the diagnostic and work in collaboration with the Client to re-establish availability.