

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR DEPLOYMENT SERVICES

1.1 Introduction

This SLA describes the Service Levels applicable to the Orange Deployment Services. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA.

1.2 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms elsewhere in the Agreement.

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

1.3 Conditions and Exclusions

This SLA, and Customer's entitlement to the remedies set out in this SLA, is subject to the following conditions and exclusions:

- (a) All Service Levels are measured at the overall contract level, not at an individual Location, country or regional level, unless otherwise specified.
- (b) The Service Levels for Site Surveys and Installations are only applicable if (i) an Orange Project Manager is assigned to the project and (ii) Orange does not waive and Customer pays the charges for those services, including project management, for the relevant Location.

The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide Deployment and Maintenance Services in accordance with the Agreement.

- (c) All claims for credits for unachieved Service Levels must be received in writing within 60 days following the end of the measurement period in which Customer alleges that the Service Level was not achieved. 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.
- (d) The targets in this SLA will not be applied against any missed Service Levels that resulted from a failure by a third party telecom or service provider.
- (e) Notwithstanding anything to the contrary contained in this SLA, in no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure Event, Third Party Intervention, or environmental conditions, or by any act or omission of Customer or any Customer-authorized user or agent.

1.4 Service Level for Site Surveys

1.4.1 Service Level: For Standard Site Surveys, a field engineer will commence a Site Survey within 5 Business Days of Orange receiving a signed contract or Order from Customer requesting the Site Survey. For Premier Site Surveys, a field engineer will commence a Site Survey within 2 Business Days of Orange receiving a signed contract or Order from Customer requesting the Site Survey.

1.4.2 Service Level Target: Orange will commence Site Surveys within the Service Levels set forth in Clause 1.4.1 above for no less than 90% of all Site Surveys ordered during each quarter.

For example: Customer placed 20 Orders for Site Surveys during quarter N. Orange commenced the Site Surveys within the Service Level for 19 of those incidents. The performance percentage for quarter N will be calculated as follows: $19/20=0.95$, or 95%.

1.4.3 Remedies for Unmet Service Levels: Subject to Clause 1.4.4 below, Orange will remit credits for each Site Survey during the quarter that falls below the Service Level target provided in Clause 1.4.2 above as follows:

Table 1: Remedies for Unmet Service Levels (Site Survey)

| | |
|--|--|
| Orange performance for the quarter falls within 80.00-89.99% | 20% of the Charge for each Site Survey below the Service Level target. |
| Orange performance for the quarter falls below 80.00% | 40% of the Charge for each Site Survey below the Service Level target. |

1.4.4 Exclusions

The following will be excluded from the Site Survey Service Level target:

- Rescheduling of Site Surveys or delays to Site Surveys due to Customer's non-performance of its obligations under this Agreement;
- Standard Site Surveys that are not scheduled at least 5 Business Days in advance, and Premier Site Surveys that are not scheduled at least 2 Business Days in advance;
- Site Surveys where the field engineer is prevented from meeting the SLA due to Customer delaying access to the Location or Equipment; and
- Site Surveys where Orange has not been given complete, accurate and current information in a timely fashion.

1.5 Service Level for Installations

1.5.1 Service Levels

- (a) For **Standard Installations**, a field engineer will commence an on-site installation within 5 Business Days of Orange receiving a signed contract or Order from Customer requesting the installation, provided that:
 - (i) the Equipment has been delivered to the Location and Orange has been notified of such, or
 - (ii) staging has been completed, as applicable. This commitment assumes that the Equipment to be installed and all information needed for such installation is readily available to Orange.
- (b) For **Premier Installations**, a field engineer will commence an on-site installation within 2 Business Days of Orange receiving a signed contract or Order from Customer requesting the installation, provided that:
 - (i) the Equipment has been delivered to the Location and Orange has been notified of such, or
 - (ii) staging has been completed, as applicable. This commitment assumes that the Equipment to be installed and all information needed for such installation is readily available to Orange.

1.5.2 Service Level Target

Orange will commence Installations within the applicable Service Levels set forth in Clause 1.5.1 for no less than 90% of all Installations ordered during each quarter.

For example: Customer placed 296 Orders for Standard Installations during quarter N. Orange commenced the Installations within the Service Level for 289 of those incidents. The performance percentage for quarter N will be calculated as follows: $289/296=0.98$, or 98%.

1.5.3 Remedies for Unmet Service Levels

Subject to Clause 1.5.4 below, Orange will remit credits for each Installation during the quarter that falls below the Service Level target provided in Clause 1.5.2 above as follows.

Table 2: Remedies for Unmet Service Levels (Installation)

| | |
|--|---|
| Orange performance for the quarter falls within 80.00-89.99% | 20% of the applicable Installation Charge for each Installation below the Service Level target. |
| Orange performance for the quarter falls below 80.00% | 40% of the applicable Installation Charge for each Installation below the Service Level target. |

1.5.4 Exclusions

The following will be excluded from the Installation Service Level target:

- Rescheduled installations or installations that are delayed due to Customer's non-performance of its obligations under this Agreement;
- Standard Installations that are not scheduled at least 5 Business Days in advance, and Premier Installations that are not scheduled at least 2 Business Days in advance;
- Installations where Orange has not been given complete, accurate and current information in a timely fashion;
- Installations where the field engineer is prevented from meeting the SLA due to Customer delaying access to the Location or Equipment; and
- Installations where the Location has not been properly prepared by Customer or the User.

END OF SERVICE LEVEL AGREEMENT FOR DEPLOYMENT SERVICES