

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR OPERATIONAL SUPPORT SERVICES

1.1 Introduction

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

1.2 Definitions

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

"Scheduled Maintenance" means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Operational Support Services or the Orange systems and network (and associated software and hardware configurations) supporting the Operational Support Services.

"Service Center" means the location from which an Orange field engineer is dispatched to provide On-Site Operational Support Services at a Location.

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

"Qualifying Charges" means the monthly recurring Charges for the applicable Operational Support Services at a Location, excluding all one-time charges.

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) Customer must have an Orange Customer Service Manager assigned to its account, or must purchase Service Optimize that includes an Orange Customer Service Manager, who is in a position to track and report on this SLA performance as part of their duties.
- (b) Except as otherwise provided in this SLA, all Service Levels for Operational Support Services are measured on a quarterly basis and will apply from the first full month following the Committed Delivery Date for the Operational Support Services at the relevant Location.
- (c) All Service Levels for Operational Support Services are measured at the overall contract level, not at an individual Location, country or regional level, unless otherwise specified.
- (d) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the Operational Support Services in accordance with this SLA.
- (e) Customer must submit claims for credits for unachieved Service Levels in writing to Orange 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.
- (f) 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 equipment being provided by a third party telecommunications provider or resulted from the third party vendor's refusal to cooperate with Orange in the resolution of the Incident.
- (g) 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, Scheduled Maintenance, Third Party Intervention or environmental conditions, or by any act or omission of Customer or any Customer-authorized user of the Operational Support Services.

1.4 Service Levels for On-Site Operational Support Services

The Service Levels set forth in this Clause 1.4 apply only to the On-Site Operational Support Services provided by Orange. Accordingly, the Service Levels do not apply to Diagnostics or any operational support services provided by a Vendor, whether directly to Customer or as part of Cobranded Operational Support Services.

1.4.1 Service Levels

- (a) **Premier On-Site Operational Support** applies only to Locations within 50 kilometers of a Service Center; all mission critical Equipment should be covered by Premier On-Site Operational Support. A field engineer will arrive at the Location within 4 hours after the call reporting the Incident is logged at the GCSC and Diagnostics has identified the need for on-site replacement of the Equipment. The field engineer will restore the Equipment to Proper Operational Condition within 3 hours of arrival at the Location.
- (b) **Standard On-Site Operational Support** applies only to Locations within 50 kilometers of a Service Center; this level of service may be appropriate for Equipment that is not mission critical. A field engineer will arrive at the Location within 4 Business Hours after the call reporting the Incident is logged at the GCSC and Diagnostics has identified the need for on-site replacement of the Equipment. The field engineer will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location.
- (c) **Basic On-Site Support.** A field engineer will arrive at the Location on the next Business Day and will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location.

1.4.2 **Service Level Target.** Orange will arrive at the Location and restore Equipment within the Service Levels set forth in Clause 1.4.1 for no less than 90% of all calls reporting Incidents that require On-Site Operational Services during each quarter, calculated as follows:

(Total Number of calls reporting Incidents for which Orange met the Service Level arrival target + Total Number of calls reporting Incidents for which Orange met the Service Level restore target) / (Total Number of calls reporting Incidents + Total Number of calls reporting Incidents)

For example: Customer placed 296 calls reporting Incidents requiring On-Site Operational Support Services during quarter N. Orange arrives at the Location within the Service Level on 289 of those Incidents and restores the Equipment to Proper Operational Condition within the Service Level on 286 of those Incidents. The performance percentage for quarter N will be calculated as follows: (289+ 286) / (296 +296) =0.97, or 97%.

1.4.3 **Remedies for Unmet Service Levels.** Subject to Clause 1.4.4 below, Orange will remit the following credits for the units of Equipment for which the Service Level was not met.

Table 1: Remedies for Unmet Service Levels (Equipment)

Orange performance for the quarter falls within 80.00-89.99%	20% of the annual Charge for Operational Support Services applicable to each unit of Equipment for which Orange did not meet the Service Level target.
Orange performance for the quarter falls below 80.00%	40% of the annual Charge for Operational Support Services applicable to each unit of Equipment for which Orange did not meet the Service Level target.

1.4.4 **Exclusions.** The following will be excluded from the Service Level target for On-Site Operational Support Services:

- (a) All non-hardware calls reporting Incidents (e.g. circuit and software-related Incidents);
- (b) Calls reporting Incidents for Locations that have not been properly and correctly identified by the Customer;
- (c) Calls reporting Incidents for Locations that have been operational for less than 30 days;
- (d) Calls reporting Incidents for Equipment that has been relocated or modified without consent or approval from Orange; and
- (e) Calls reporting Incidents where the field engineer is prevented from meeting the SLA due to Customer delaying access to the Location or Equipment.

END OF SERVICE LEVEL AGREEMENT FOR OPERATIONAL SUPPORT SERVICES