

1.1 Service Level Agreement for Business VPN Galerie

1.1.1 **Definitions.** Capitalized words and phrases not defined herein will have the meaning defined in the Service Description or Service Level Agreement for the Business VPN Service, the Service Description for Business VPN Galerie, or elsewhere in the relevant portion of the Agreement.

1.1.2 **Business VPN Galerie Service Levels.** The Service Levels described herein only applies to the Business VPN Galerie that is activated by Orange at the Galerie Location. This Service Levels for Business VPN Galerie document constitutes as an addendum to the Service Level Agreement for the Business VPN Service (the "Business VPN SLA"). In addition to the terms and conditions contained herein, the Service Levels for Business VPN Galerie are subject to the terms, conditions, exclusions and limitations contained in the Business VPN SLA. For clarity, Clause 1.9 (Conditions and Exclusions) of the Business VPN SLA shall apply to this Service Levels for Business VPN Galerie.

1.1.3 **Galerie Availability Service Level.** The Galerie Availability of a Galerie Location per Month is one hundred (100%) percent (the "**Galerie Availability Service Level**"). The Galerie Availability is calculated on a Monthly basis. "**Galerie Availability**" means the availability of the virtual communication link, expressed as a percentage, from the PE Router that is connected to the Galerie Location's CE Router up to the Galerie Data Center's CE Router or to the Galerie Partner PoP's CE Router, as the case may be. The achievement or non-achievement by Orange of the Galerie Availability Service Level is determined based solely on whether or not Customer reported an actual Galerie Service Outage to the GCSC in accordance with Clause 1.1.5 (Business VPN Galerie Service Level Limitations) below during the Month. "Galerie Service Outage" means a complete loss of the Business VPN Galerie Service (i.e. Severity Level-1 Incident) due to a fault in the virtual communication link between the PE Router that is connected to the Galerie Location's CE Router and the Galerie Data Center's CE Router (or the Galerie Partner PoP's CE Router, as applicable), and such fault prevents the Business VPN Galerie Users from connecting to the Galerie Data Center (or the Galerie Partner POP's CE Router, as applicable) for purposes of accessing the Galerie Application. For clarity, an Incident in the Galerie Location's CE Router or Tail Circuit, which causes an Outage in the Business VPN Service and, consequently prevents Customer or the Users from using the Business VPN Galerie, is not considered a Galerie Service Outage. The GCSC will record Customer's Galerie Service Outage report by creating an Incident Report. If there is no Incident Report during the Month concerning an actual Galerie Service Outage, then the Galerie Location's actual Galerie Availability during such Month is one hundred (100%) percent. However, if there is one or more Incident Reports during the Month concerning an actual Galerie Service Outage at the Galerie Location, then – except as set forth in the second paragraph in this Clause 1.1.3 and in the conditions and exclusions described in the Clause 1.1.5 (Business VPN Galerie Service Level Limitations) below and in Clause 1.9 (Conditions and Exclusions) of the Business VPN SLA; Customer will be entitled to receive a Service Level credit equal to ten (10%) percent of the monthly recurring Business VPN Galerie charge for the Galerie Location(s) affected by the Galerie Service Outage. For clarity, Customer is only entitled to receive a single Service Level credit per Galerie Location affected by the Galerie Service Outage even if there is more than one Incident Report of an actual Galerie Service Outage during the Month.

Notwithstanding the foregoing or anything to the contrary set forth herein or in the Service Level Agreement for Business VPN Service, if during a Month there is a Galerie Service Outage at a particular Galerie Location and during the same Month Orange failed to resolve any Galerie Service Outage at the same Galerie Location within the 4-hour Galerie GTTR Service Level described in Clause 1.1.4 (Galerie GTTR Service Level) below and as a consequence of such Galerie GTTR Service Level failure(s) Customer is entitled to receive a Service Level credit under Clause 1.1.4, then Customer will not be entitled to receive a Service Level credit under this Clause 1.1.3 for failure by Orange to meet such particular Galerie Location's Galerie Availability Service Level.

1.1.4 **Galerie GTTR Service Level.** Orange will fix a Galerie Service Outage at a Galerie Location within four (4) hours (the "**Galerie GTTR Service Level**"). The calculation of the actual repair time for each Galerie Service Outage starts when the GCSC creates the Incident Report for the Galerie Service Outage and it ends when the GCSC closes the Incident Report after notifying Customer that the Galerie Service Outage is fixed. However, the Incident Report will remain open if Customer notifies the GCSC that the Galerie Service Outage still exists, and in such event the repair time will continue to run until the Galerie Service Outage is finally fixed.

If Orange does not fix a Galerie Service Outage within the 4-hour Galerie GTTR Service Level, then Customer will be entitled to receive one of the Service Level credits described in the table below (whichever is applicable); provided, however, the cumulative and aggregate Service Level credit that Customer is entitled to receive per Month in connection with any and all failures by Orange to repair any and all Galerie Service Outages within the Galerie GTTR Service Level shall not exceed one hundred (100%) percent of the monthly recurring Charge for the Business VPN Galerie for the Galerie Location(s) affected by the Galerie Service Outage for which Orange failed to repair within the 4-hour Galerie GTTR Service Level.

	Service Level Credit Amount
If the actual repair time exceeds the Galerie GTTR Service Level by up to 1 hour.	Twenty-five (25%) percent of the monthly recurring Business VPN Galerie charge for the Galerie Location(s) affected by the Galerie Service Outage for which Orange failed to meet the Galerie GTTR Service Level.
If the actual repair time exceeds the Galerie GTTR Service Level by more than 1 hour, but less than 2 hours.	Fifty (50%) percent of the monthly recurring Business VPN Galerie charge for the Galerie Location(s) affected by the Galerie Service Outage for which Orange failed to meet the Galerie GTTR Service Level.

	Service Level Credit Amount
If the actual repair time exceeds the Galerie GTTR Service Level by more than 2 hours, but less than 3 hours.	Seventy-five (75%) percent of the monthly recurring Business VPN Galerie charge for the Galerie Location(s) affected by the Galerie Service Outage for which Orange failed to meet the Galerie GTTR Service Level.
If the actual repair time exceeds the Galerie GTTR Service Level by more than 3 hours.	One-hundred (100%) percent of the monthly recurring Business VPN Galerie charge for the Galerie Location(s) affected by the Galerie Service Outage for which Orange failed to meet the Galerie GTTR Service Level.

1.1.5 **Business VPN Galerie Service Level Limitations.** In addition to the conditions and exclusions set out in the foregoing Clause 1.1.3 and Clause 1.1.4 and in Clause 1.9 (Conditions and Exclusions) of the Business VPN SLA, the Galerie Availability Service Level, the Galerie GTTR Service Level, and Customer's entitlement to receive any Service Level credit under the foregoing Clause 1.1.3 and Clause 1.1.4 are subject to the following conditions and limitations:

- (a) The Galerie Availability Service Level and the Galerie GTTR Service Level only apply if:
 - (i) Customer purchased extended coverage of the Service Select – Service Delivery for the Business VPN Service at the Galerie Location; and
 - (ii) Customer reported the Galerie Service Outages to the GCSC; and
 - (iii) at the time that Customer reported the Galerie Service Outage, it informed the GCSC agent that the Incident report concerns a Galerie Service Outage.
- (b) Any loss of Business VPN Galerie Service due to the acts or omissions of the Galerie Partner (e.g. Galerie Partner's disconnection of the CE Router at the Galerie Data Center) or its third party service providers, or any fault in the Galerie Partner's or its third party service providers' network, systems or equipment, is considered not to be a Galerie Service Outage, albeit – when possible – Orange will use commercially reasonable efforts to cooperate with the Galerie Partner to restore Customer's connection to the Galerie Data Center. Such loss of Business VPN Galerie Service is excluded from any determination as to whether or not Orange achieved the Galerie Availability Service Level or the Galerie GTTR Service Level and from the calculation of Customer's Service Level credit entitlement.
- (c) Any loss of the Business VPN Galerie Service due to a Business VPN Service Outage is considered not to be a Galerie Service Outage, and such loss of the Business VPN Galerie Service will be excluded from any determination as to whether or not Orange achieved the Galerie Availability Service Level or the Galerie GTTR Service Level and from the calculation of Customer's Service Level credit entitlement.
- (d) When Customer subscribes to Flexible Security Platform Service for the Business VPN Galerie, any loss of Business VPN Galerie Service due to an outage in Flexible Security Platform Service outage or a Flexible Security Platform Service security rule preventing Galerie connectivity is not considered a Galerie Service Outage. For clarity, Flexible Security Platform Service is a separate service and is not part of the Business VPN Galerie Service.
- (e) There is no Service Level report for the Galerie Availability Service Level and the Galerie GTTR Service Level.