



1.1 Service Levels for Network Boost

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 Network Boost, or elsewhere in the relevant portion of the Agreement.

1.1.2 Network Boost Service Level

The Service Level for Network Boost shall only apply if Customer has purchased the Network Boost Service and has selected the Application SLA optional feature of the Network Boost Service. In addition, the Application SLA Service Level does not apply to Locations with either a Business VPN Small or Business VPN Small Off-Net Site Profile. Network Boost Service is an optional service of Business VPN Service.

This Service Levels for Network Boost 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 Network Boost are subject to the terms, conditions, exclusions and limitations contained in the Business VPN SLA. For clarity, Clause 1.10 (Conditions and Exclusions) of the Business VPN SLA applies to this Service Levels for Network Boost.

1.1.3 MOS Target and P-QS Targets

Table 1 sets forth the target Mean Opinion Score ("MOS Target") for codec G711 and the target Profile Quality Scores ("P-QS Targets") for the High-criticality and Top-criticality Top 5 Data Applications[‡].

Table 1: MOS Target & P-QS Targets

	Voice Applications	Top 5 Data Applications	
	Codec G711	High-Criticality Data Applications	Top-Criticality Data Applications
MOS Target	≥4	Not Applicable	Not Applicable
P-QS Target	Not Applicable	≥4.2	≥4.8

[‡] Data applications are grouped into Top, High, Medium, and Low categories based on their criticality. The P-QS performance indicator will only support up to a maximum of 5 data applications comprised of either Top-criticality applications and/or High-criticality applications ("Top 5 Data Applications"). Orange and Customer will jointly select the Top 5 Data Applications.

1.1.4 Service Level Credit

The amount of Application SLA Service Level credit that Customer is entitled to receive is based on the percentage of time during a calendar month that Orange missed the MOS Target and/or the P-QS Targets.

- (a) The MOS-scale data for codec G711 are collected every five (5) minutes across all current voice application sessions monitored by the Network Boost, and the Mean Opinion Score of such MOS-scale data is calculated every four- (4) hour cycle during the calendar month. If the Mean Opinion Score is less than 4, then it would be counted as one (1) Event (as hereinafter defined) during the calendar month in which Orange missed the MOS Target.
- (b) The Profile Quality Score performance indicator reports cases when the Business VPN Service Users demand network resources beyond the network capacity allotted for the Location. Such cases are called "over-activity". By way of example only and not by limitation, an over-activity occurs when the applications' end users demand more IP bandwidth in excess of the IP bandwidth that Customer has ordered for the Location. The P-QS performance indicator does not apply during any period of over-activity. Thus, the P-QS values during over-activity periods are excluded from the calculation of the average P-QS.
 - (i) The Profile Quality Score for the Top-criticality data application(s) that comprise(s) the Top 5 Data Applications are collected every five (5) minutes across all current sessions of Top-criticality data application(s), and are averaged every four- (4) hour cycle during the calendar month. If the average Profile Quality Score for all Top-criticality data application sessions during such 4-hour timeframe is less than 4.8, then it would be counted as one (1) Event during the calendar month in which Orange missed the P-QS Target for the Top-criticality data application(s) that comprise(s) the Top 5 Data Applications.
 - (ii) The Profile Quality Score for the High-criticality data application(s) that comprise(s) the Top 5 Data Applications are collected every five (5) minutes across all current sessions of Top-criticality data application(s), and are averaged every four- (4) hour cycle during the calendar month. If the average Profile Quality Score for all High-criticality data application sessions during such 4-hour timeframe is less than 4.2, then it would be counted as one (1)

Event during the calendar month in which Orange missed the P-QS Target for the High-criticality data application(s) that comprise(s) the Top 5 Data Applications.

- (c) Failure by Orange to meet the MOS Target, or either P-QS Target, or all three targets (i.e. MOS Target and both P-QS Targets) during a 4-hour measurement cycle will be considered an "Event". For the avoidance of doubt, if Orange misses all three targets or two out of three targets during a 4-hour measurement cycle, then such incidents would be counted only as a single Event rather than three separate Events (in the case where Orange missed all 3 targets) or two separate Events (in the case where Orange missed 2 targets). The amount of Application SLA Service Level credit that Customer is entitled to receive is based on the percentage of time that Events have occurred during a calendar month. The percentage of time that Events have occurred during a calendar month is calculated as follows:

$$D(\%) = (E / N) \times 100$$

Where:

D(%) means the percentage of time that Events have occurred during the calendar month.

E equals the total number of Events during the calendar month.

N equals the total number of 4-hour measurement cycles per calendar month. For example:

- (a) there are 180 four-hour measure cycles during a 30-day calendar month– i.e. {30 days x 24 hours per day} / 4 hours, and
- (b) there are 186 four-hour measure cycles during a 31-day calendar month– i.e. {31 days x 24 hours per day} / 4 hours.

Subject to the conditions set forth herein, the amount of Service Level credit that Customer is entitled to receive is determined as follows.

Table 2: Service Level Credit

	Service Level Credit^{††}
D(%) is less than or equal to 25%.	25% of the monthly recurring charge for Network Boost
D(%) is greater than 25% but less than or equal to 50%.	50% of the monthly recurring charge for Network Boost
D(%) is greater than 50% but less than or equal to 75%.	75% of the monthly recurring charge for Network Boost
D(%) is greater than 75%.	100% of the monthly recurring charge for Network Boost
^{††} Note: Customer's entitlement to Service Level credit is subject to the following conditions: (1) Customer shall not be entitled to any Service Level credit during the first two (2) calendar months following the installation of the probe and the Network Boost at the Location. (2) The cumulative maximum amount of Service Level credit per Location that Customer is entitled to receive during each rolling twelve (12) calendar month period (e.g. if the first 12-Month cycle is from June 1, 2014 to May 31, 2015, then the next rolling 12-Month cycle is from June 1, 2015 to May 31, 2016, etc.) cannot exceed five hundred (500%) percent of such Location's monthly recurring charge for Network Boost.	