SERVICE LEVEL AGREEMENT FOR INTERNATIONAL ETHERNET LINK SERVICE

1.1 Introduction
This SLA describes the Service Levels applicable to the International Ethernet Link Service. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, or other remedies, each as set out in this SLA.

1.2 Definitions
As used in the context of International Ethernet Link Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of International Ethernet Link Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

"GTTR Cities" means Locations in the cities identified in Exhibit A (GTTR Cities), as amended by Orange from time to time, and within 50 km of these cities.

"Dual Access" means that a Location has dual CPE switch(es), dual Tail Circuits, and dual Nodes.

"GTTR Country" means a country that Orange determines it is generally able to meet the GTTR Service Level, taking into account the quality of the local TOs’ operation and infrastructure and the availability of in-country support personnel (e.g. field technicians) and material (e.g. hardware and software spares) resources, and logistic conditions (e.g. service centers, spare depot, public transportation, etc.). Orange updates its list of GTTR Countries on a periodic basis.

"Incident" means a failure or malfunction within the International Ethernet Link Service.

"Incident Report" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident.

"Jitter" means the inter frame delay variation from the originating CPE switch for the IEL Service at one Location to the destination CPE switch for the IEL Service at another Location. Jitter is expressed in milliseconds ("ms")

"Node" means a node of the Orange Network to which Customer is connected via a Tail Circuit, such Nodes being deployed at such times and places as determined by Orange.

"Normal Service Condition" means that the Location is situated within a 50–kilometer radius of the nearest Orange service center, and the Orange service center is located within the same country as the Location requiring a repair service.

"Outage" means the non-availability of the International Ethernet Link Service at a Location, which prevents Customer or any User from sending or receiving data using the International Ethernet Link Service.

"FLR" or "Frame Loss Ratio" means the ratio between the number of Ethernet frames sent from the originating CPE switch at a Location and the number of frames actually received by the destination CPE switch at another Location. The Frame Loss Ratio is expressed as a percentage.

"Qualifying Charges" means the monthly recurring Charges for the International Ethernet Link Service at the Location in which a Service Level credit has arisen. Unless otherwise agreed in writing by Orange and Customer, Qualifying Charges exclude all Tail Circuit and one-time charges (e.g. charges for installation, purchase of equipment, project management, and professional services.

"RTD" or "Round Trip Delay" means the elapsed time taken for the two-way transmission of a frame from an originating CPE switch at a Location to a destination CPE switch at another Location, as described in Clause 1.4 (CPE-to-CPE RTD). The RTD is expressed in milliseconds (ms)

"Site Availability" means the virtual communication link availability, expressed as a percentage, between a Location and a PE, to which the CPE switch is connected, including the local Ethernet service provider, Tail Circuit and the part of the Orange Network that provides connectivity for the Location.

"Scheduled Maintenance" means maintenance scheduled by Orange to occur during low Orange Network traffic periods three to five times per year to implement generic changes to, or generic version updates of, the Orange Network or the International Ethernet Link Service and lasting an average of five minutes each.

"Third Party Intervention" means intervention by any person not authorized by Orange.
1.3 Service Levels for Availability

1.3.1 Site Availability. In case of a single CPE Location topology, Site Availability is equal to the CPE switch Availability. In case of Dual Access, the failure of one CPE switch does not constitute non-Site Availability of the International Ethernet Link Service.

The actual Site Availability is calculated on a monthly basis. The following Site Availability Service Levels are applicable for the International Ethernet Link Service:

<table>
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<tr>
<th>Region (as listed in Exhibit B)</th>
<th>Standard Access</th>
<th>Dual Access</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region A (except France, which is 99.7)</td>
<td>99.8</td>
<td>99.95 (except France, which is 99.9)</td>
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<tr>
<td>Region B</td>
<td>99.5</td>
<td>99.9</td>
</tr>
<tr>
<td>Region C</td>
<td>99.0</td>
<td>99.9</td>
</tr>
<tr>
<td>Region D</td>
<td>98.3</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Subject to the conditions set out below, if the actual Site Availability is less than the Site Availability Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Outage occurred. The credit will be calculated as one thirtieth (1/30th) of the Qualifying Charges for each hour of Outage up to a maximum of 100% of Qualifying Charges for the Location where the Outage occurred. All credits will be pro-rated on a per minute basis.

1.3.2 Service Termination Remedy for Chronic Site Availability. In addition to the credits provided above for non-achievement of the Site Availability Service Level, Customer will be entitled to:

(a) Cancel the International Ethernet Link Service at the affected Location if the maximum credit for Site Availability Service Level is due in 2 consecutive months, or in any 4 months during any rolling 12-month period, by giving Orange at least 30 days prior written notice; or

(b) Cancel the International Ethernet Link Service at all Locations if the maximum credit for Site Availability Service Level is due in 2 consecutive months, or in any 4 months during any rolling 12-month period, for more than 50% of the total number of International Ethernet Link Service Locations, by giving Orange at least 30 days prior written notice.

1.4 Round Trip Delay

The RTD Service Level applies for the CPE-to-CPE RTD.

(a) The RTD is measured from CPE switch to CPE switch and per Class of Service. Orange will measure the CPE-to-CPE RTD as follows: Orange will send 10 frames (each of which will be 128 bytes long) per second for 60 seconds every 5 minutes from CPE switch to CPE switch, and Orange will average the values received.

(b) The Locations covered by the CPE-to-CPE RTD Service Levels will correspond to the Location pairs for the CPE-to-CPE RTD set out in Exhibit C (Customer Specific Service Levels). The CPE-to-CPE RTD Service Levels are limited to 20 Location pairs for Point-to-Multipoint connectivity. Also, if Customer has Multipoint-to-Multipoint connectivity with more than 5 CPE switches but less than 20 CPE switches, then Customer shall identify 2 CPE switches to be used for the CPE-to-CPE RTD Service Levels, and the CPE-to-CPE RTD shall be measured between the two CPE switches identified by Customer and all other Locations. If Customer has more than 20 CPE switches, multiple connectivity, or Dual Access, the CPE-to-CPE RTD Service Levels will be considered on a case-by-case basis. These CPE-to-CPE RTD Service Levels are indicative metrics only. During 3 months following the completion of the installation of Customer's entire International Ethernet Link network, Orange will evaluate these indicative metrics and will replace them (if necessary) with the final committed CPE-to-CPE RTD Service Levels. This 3-month period will be extended to a total of 6 months in case of Service delivered in China.

(c) The CPE-to-CPE RTD measurement value will be accounted for in the average monthly Service Level if the link load does not exceed 90%.

(d) The actual CPE-to-CPE RTD is calculated on a monthly basis.

(e) If the actual CPE-to-CPE RTD is greater than the CPE-to-CPE RTD Service Level, then Customer will be entitled to receive a credit equal to 5% of Qualifying Charges for every whole 10% by which actual CPE-to-CPE RTD is greater than the CPE-to-CPE RTD Service Level, up to a maximum credit of 20% of Qualifying Charges for the affected Location.
1.5 Service Level for Frame Loss Ratio

The PLR Service Level applies for the CPE-to-CPE PLR.

(a) The Frame Loss Ratio is measured from CPE switch to CPE switch and per Class of Service. Orange will measure the CPE-to-CPE FLR as follows: Orange will send 10 frames (each of which will be 128 bytes long) per second for 60 seconds every 5 minutes, and Orange will average the values received.

(b) The CPE-to-CPE FLR Service Levels will be limited to 20 Location pairs for Point-to-Multipoint connectivity. Also, if Customer has Multipoint-to-Multipoint connectivity with more than 5 CPE switches but less than 20 CPE switches, then Customer shall identify 2 CPE switches to be used for the CPE-to-CPE FLR Service Levels, and the CPE-to-CPE FLR shall be measured between the 2 CPE switches identified by the Customer and all other Locations. If Customer has more than 20 CPE switches, multiple connectivity, or Dual Access, the CPE-to-CPE FLR Service Levels will be considered on a case-by-case basis. The Locations covered by the CPE-to-CPE FLR Service Levels will correspond to the Location pairs for the CPE-to-CPE FLR set out in Exhibit C (Customer Specific Service Levels). The CPE-to-CPE FLR Service Levels are indicative metrics only. During 6 months following the completion of the installation of Customer’s entire International Ethernet Link network, Orange will evaluate these indicative metrics and will replace them (if necessary) with the final committed CPE-to-CPE FLR Service Levels.

(c) The following CPE-to-CPE FLR Service Levels apply:

<table>
<thead>
<tr>
<th>Class of Service</th>
<th>Frame Loss Ratio Service Levels (between Location pairs with same Class of Service at both Locations)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>1%</td>
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<tr>
<td>Critical</td>
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<tr>
<td>RT Video</td>
<td>0.5%</td>
</tr>
<tr>
<td>Voice</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

(d) The CPE-to-CPE FLR Service Level only applies if the link load does not exceed 90%.

(e) The actual CPE-to-CPE FLR is calculated on a monthly basis.

(f) If the actual CPE-to-CPE FLR is greater than the CPE-to-CPE FLR Service Level, then Customer will be entitled to receive a credit equal to 5% of Qualifying Charges for every whole 10% by which the actual CPE-to-CPE FLR is greater than the CPE-to-CPE FLR Service Level up to a maximum credit of 20% of Qualifying Charges for the affected Location.

1.6 Service Level for Jitter

The Jitter Service Level applies for the CPE-to-CPE Jitter.

(a) The Jitter Service Level and is measured from CPE switch to CPE switch and per Class of Service. Orange will measure the CPE-to-CPE Jitter as follows: Orange will send 10 frames (each of which will be 128 bytes long) per second for 60 seconds every 5 minutes, and Orange will average the values received.

(b) The CPE-to-CPE Jitter Service Levels are limited to 20 Location pairs for Point-to-Multipoint connectivity. If Customer has Multipoint-to-Multipoint connectivity with more than 5 CPE switches but less than 20 CPE switches, then Customer shall identify 2 CPE switches to be used for the CPE-to-CPE Jitter Service Level, and the CPE-to-CPE Jitter shall be measured between such 2 CPE switches and all other Locations. If Customer has more than 20 CPE switches, multiple connectivity, or Dual Access, the Jitter Service Levels will be considered on a case-by-case basis.

(c) The Locations covered by the CPE-to-CPE Jitter Service Levels will correspond to the Location pairs for the CPE-to-CPE Jitter set out in Exhibit C (Customer Specific Service Levels). The CPE-to-CPE Jitter Service Levels are indicative metrics only. During 6 months following the completion of the installation of Customer’s entire International Ethernet Link network, Orange will evaluate these indicative metrics and will replace them (if necessary) with the final committed CPE-to-CPE Jitter Service Levels.

(d) The CPE-to-CPE Jitter Service Level only applies if the link load does not exceed 90%.

(e) The CPE-to-CPE Jitter Service Levels are set out in the following table, and the actual Jitter is calculated on a monthly basis.
Table 3: Jitter Service Levels

<table>
<thead>
<tr>
<th>Locations</th>
<th>Service Level (millisecond)</th>
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<tbody>
<tr>
<td></td>
<td>Standard</td>
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<tr>
<td>Between Location pairs (same Class of Service at both Locations)</td>
<td>N/A</td>
</tr>
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</table>

(f) If the actual CPE-to-CPE Jitter is greater than the CPE-to-CPE Jitter Service Level, then Customer will be entitled to receive a credit equal to 5% of Qualifying Charges for every whole 10% by which actual CPE-to-CPE Jitter is higher than the CPE-to-CPE Jitter Service Level up to a maximum credit of 20% of Qualifying Charges for the affected Location. All credits will be pro-rated on a per millisecond basis.

1.7 Service Level for Guaranteed Time To Repair
1.7.1 Overview. The GTTR Service Level only applies if:
(a) Customer has ordered Service Select – Extended Service Support and Service Select – Extended Service Delivery in connection with the International Ethernet Link Service, as indicated in the Orders for International Ethernet Link Service or the Charges Schedule for International Ethernet Link Service;
(b) the Incident has been reported to the GCSC and an Incident Report has been opened;
(c) the Incident severity is classified as a Severity Level 1 (i.e. the Incident is an Outage);
(d) the Location is situated in a GTTR Country; and
(e) The Location is either configured with Dual Access or located in a GTTR City.

1.7.2 Service Level. Subject to the limitations described in Clause 1.7.3 (Limitations) below, Orange commits to a GTTR Service Level of five (5) hours. The GTTR Service Level starts when the GCSC opens an Incident Report relating to a Severity Level 1 Incident, and it ends when the GCSC clears the Incident Report after notifying Customer that the Incident is fixed; provided, however, the Incident Report will remain open if Customer notifies the GCSC that the Incident still exists, and in such event the GTTR Service Level will continue to run until the Incident is fixed. The Locations covered by the GTTR Service Level will be listed in Exhibit C (Customer Specific Service Levels).

1.7.3 Limitations
The GTTR Service Level does not apply during the following events:
(a) If the Outage arises from a malfunctioning Tail Circuit, then the GTTR Service Level only applies if the Location is within a GTTR Country and the repair of the malfunctioning Tail Circuit falls within the TO’s maintenance hours. Thus, if the TO for the malfunctioning Tail Circuit does not provide 24x7x365 maintenance support in respect to the Tail Circuit, then calculation of the GTTR Service Level ceases at the end of the TO’s maintenance hours. In such event, if the Incident Report remains open at the end of the TO’s maintenance hours, (i.e. the malfunctioning Tail Circuit has not been fixed), then calculation of the GTTR Service Level will resume at the start of the TO's next maintenance hours. For all Locations not within a GTTR Country, Orange will use commercially reasonable efforts to have the TO repair the malfunctioning Tail Circuit as soon as possible.
(b) If GTTR Service Level does not apply if Customer does not provide Orange with information reasonably required by Orange to remedy the Outage.
(c) The GTTR Service Level does not apply if Customer does not provide Orange with access to the Location to conduct an on-site repair.

1.7.4 Remedies. The GTTR Service Level is calculated on a monthly basis. If the actual GTTR exceeds 5 hours, then Customer will receive a credit equal to 10% of the Qualifying Charges for the International Ethernet Link Service for the Location where the Outage occurred. If Customer is also entitled to receive credits under Clause 1.3 (Service Levels for Availability) as a result of similar Outage, then Customer shall receive the greater of the credits due and owing to Customer under both Clause 1.3 and this Clause 1.7. In no event shall Customer receive credits under both Clause 1.3 and this Clause 1.7 for the same Outage.

1.8 Conditions and Exclusions
This SLA and Customer’s entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:
(a) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide the International Ethernet Link Service in accordance with the SLA and the Service Description for International Ethernet Link Service. Notwithstanding anything to the contrary contained herein, if Orange only provides Customer with Standard Service Delivery in
connection with the International Ethernet Link Service (i.e. Customer did not order Extended Service Delivery), all Service Levels will be deemed performance level target ("SLOs" or "Service Level Objectives") only; there are no remedies, financial or otherwise, associated with non-achievement of the SLOs.

(b) The Orange Scheduled Maintenance or emergency maintenance of the International Ethernet Link Service, if provided in a proper, non-negligent manner and in accordance with standard industry practices, will not be deemed to be a failure by Orange to provide the International Ethernet Link Service in accordance with the Agreement.

(c) Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the Month in which the alleged SLA breach occurred. 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. Orange will issue all undisputed credits within 90 days of Customer's written claim.

(d) Customer must exercise any International Ethernet Link Service termination right provided under this SLA within 60 days of the breach that gave rise to Customer's right to cancel the International Ethernet Link Service at the affected Locations. If Customer does not notify Orange in writing of its election to cancel the International Ethernet Link Service within the 60-day period, then Customer’s right to terminate the International Ethernet Link Service in connection with such breach shall lapse.

(e) Any termination of the International Ethernet Link Service by Customer due to the failure by Orange to meet any Service Level under this SLA will be without financial liability to Customer, other than Customer’s liability to pay for the International Ethernet Link Service provided before the effective date of termination.

(f) In no event will total credits due for any unachieved Service Level in any month exceed 100% of the Qualifying Charges for the affected Locations in that month.

(g) Unless otherwise specified, the measurement period for all Service Levels (or SLOs) commences on the first day of the month and ends on the last day of the month.

(h) With respect to the Site Availability Service Level (or SLO), for any Location where only a single CPE switch has been installed, for Outages caused by a CPE switch failure outside Normal Service Condition, the travel time needed to get to the Location is excluded from the calculation of the total Outage.

(i) With respect to Service Levels for Round Trip Delay, Frame Loss Ratio, GTTR and Jitter will be measured from the first full month following the Date of Acceptance of the International Ethernet Link Service at the relevant Location.

(j) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental conditions, power outages, failures to TO exchanges, physical disruption to Tail Circuits not caused by Orange or TOs, or by any act or omission of Customer or any Customer-authorized user of the International Ethernet Link Service.

(k) The Service Levels (or SLOs) for Site Availability, CPE-to-CPE RTD, Frame Loss Ratio, GTTR and Jitter are only applicable if Customer’s International Ethernet Link Service is connected using the Tail Circuit obtained through Orange. Unless specified in writing, these Service Levels (or SLOs) are not applicable for other types of access (e.g. dial access, satellite access, GPRS access, Off-Net access, micro-waves, etc.).

EXHIBIT A GTTR CITIES

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<th>Key City</th>
<th>Country</th>
<th>Key City</th>
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### Service Level Agreement for International Ethernet Link Service

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### EXHIBIT B REGIONS

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### EXHIBIT C  CUSTOMER SPECIFIC SERVICE LEVELS

#### Table 4: Site Availability

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<th>Locations</th>
<th>Orange Support &lt;50km</th>
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<th>Site Availability (%)</th>
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Orange and Orange Business Services are trading names of the Orange Group and are trademarks of Orange Brand Services Limited. CONFIDENTIAL
Table 5: CPE-CPE Round Trip Delay, Frame Loss Ratio, Jitter

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<tr>
<th>Locations</th>
<th>CPE-CPE RTD (ms)</th>
<th>CPE-CPE FLR (%)</th>
<th>CPE-CPE Jitter (ms)</th>
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Table 6: 5-Hour GTTR Service Level

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END OF SERVICE LEVEL AGREEMENT FOR INTERNATIONAL ETHERNET LINK SERVICE