



1 SERVICE LEVEL AGREEMENT FOR SERVICE TRANSITION

1.1 Definitions

Capitalized terms used in this Service Level Agreement shall have the meanings defined herein or in the Service Description for Service Transition notwithstanding anything to the contrary set forth elsewhere in the Agreement. Capitalized terms used in this Service Level Agreement, but not defined herein or in the Service Description for Service Transition, shall have the meaning provided elsewhere in the Agreement.

"**Committed Delivery Date**" means the date that a Covered Service (as hereinafter defined) will be installed at a Location, as confirmed to Customer by the Order Delivery Manager via an Order acknowledgement notice (which may be sent to Customer via email).

"**Covered Country**" means a country that is listed in Exhibit A (Covered Countries) to this Service Level Agreement.

"**Covered Service**" or "**Covered Services**" means the Network Services enumerated in Clause 1.2.1 (Covered Network Services) below.

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

"**Semester**" means a six (6) consecutive calendar month period either: (a) from January 1 through June 30; or (b) from July 1 through December 31.

"**SLA**" or "**Service Level Agreement**" means this Service Level Agreement for Orange Service Transition.

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

"**Week**" means seven (7) calendar days.

1.2 Scope

In addition to the exclusions described in Clause 1.5 (Exclusions), this Service Level Agreement only applies if:

- (a) the Network Service is a Covered Service,
- (b) the access circuit for the Network Service is one of the types of Tail Circuits described in Clause 1.2.2 and Orange provides the access circuit, and
- (c) the Location where the Network Service is to be installed is located in a Covered Country.

The Service Level Agreement does not apply if any of the foregoing conditions are not met.

1.2.1 Covered Network Services

This Service Level Agreement only applies to the following Network Services, and all other Services are excluded from this Service Level Agreement:

- (a) Business VPN
- (b) Internet Direct Service;
- (c) International Ethernet Link;
- (d) Managed Ethernet Link;
- (e) Managed LAN

1.2.2 Covered Tail Circuits

This Service Level Agreement only applies if the access circuit for the Covered Service is one of the Tail Circuits listed below, and Orange provides the access circuit. All other access methods or technology (e.g. satellite access, GPRS access, etc.) are excluded from this Service Level Agreement.

Table 1: Tail Circuit Covered Service

Tail Circuit	Tail Circuit Speed
Leased Line	Only speeds up to E3/T3 circuits (34M/45M) are covered by the SLA. All speeds greater than 45M (i.e. STM-1 and above) are excluded from the SLA.
Ethernet	All Ethernet speeds are covered by the SLA.
xDSL ‡	All xDSL speeds are covered by the SLA.

Tail Circuit	Tail Circuit Speed
<p>‡ NOTE: In some countries, xDSL access is subject to a post-order qualification or testing process, pursuant to which the access provider will evaluate whether the xDSL access ordered by Customer can be supported at the Location(s). If the xDSL access ordered by Customer is rejected by the access provider as a result of the post-order qualification or testing process, the Order for the Covered Service will be excluded from the SLA. In addition, the Parties will cooperate to find an alternative solution, which may include the provision of xDSL access at speeds other than those initially ordered by Customer or the provision of a leased line in lieu of the xDSL access. Any alternative solution agreed upon by the Parties will be set forth in a change Order or a new Order.</p>	

1.2.3 **Covered Countries**

This Service Level Agreement only applies if the Location is in a Covered Country. All other Locations are excluded from this Service Level Agreement.

1.3 **Project Mode Service Delivery Service Level**

1.3.1 **Project Mode Service Level**

With respect to a Project Mode deployment of Covered Services, if:

- (a) Customer has ordered Service Transition Extended, and
- (b) the project involves the installation of Covered Services at fifteen (15) or more Locations located in any of the Covered Countries,

then Orange commits that at least ninety (90%) percent of such Locations will have their associated Covered Services installed no later than the applicable Committed Delivery Date (hereinafter, the "**Project Mode Service Level**"). The Orange achievement or non-achievement of the Project Mode Service Level will be measured when all Covered Services are installed at all Locations.

1.3.2 Subject to the conditions and exclusions set forth in this Service Level Agreement, if Orange does not achieve the Project Mode Service Level, then with respect to the Location where the Covered Service was not installed by its Committed Delivery Date, Customer will be entitled to receive a lump sum Service Level credit based on the amounts described in Clauses 1.3.2(a), (b), and (c) below, up to a maximum cumulative credit amount (i.e. the sum of all credits due and owing under sub-Clause (a) through (c) below) equal to fifty (50%) percent of the one-time Service Transition Extended fee for such Location. The lump sum Service Level credit will be calculated as follows:

- (a) During the first Week after the Committed Delivery Date, for each day during that Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to fourteen (\$14) dollars.
- (b) During the second Week after the Committed Delivery Date, for each day during that Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to twenty-eight (\$28) dollars.
- (c) For each day after the second Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to fifty-six (\$56) dollars.

In no event will Customer be entitled to receive Service Level credit under this Clause 1.3.2 and Clause 1.4.2 below for the same Order.

1.4 **Organic Growth Service Delivery Service Level**

1.4.1 With respect to Organic Growth Orders for Covered Services, if during a Semester:

- (a) Customer submits Organic Growth Orders for Covered Services, and the Covered Services are to be installed at fifteen (15) or more Locations located in any of the Covered Countries;
- (b) the Committed Delivery Dates for the Covered Services fall within such Semester, and
- (c) Customer has purchased Service Transition Extended for the installation of such Covered Services,

then Orange commits that at least ninety (90%) percent of the Locations will have their associated Covered Services installed no later than the applicable Committed Delivery Date (the "**Organic Growth Service Level**"). The Orange achievement or non-achievement of the Organic Growth Service Level will be measured at the end of the Semester.

1.4.2 Subject to the conditions and exclusions set forth in this Service Level Agreement, if Orange does not achieve the Organic Growth Service Level, then with respect to the Location where the Covered Service was not installed by its Committed Delivery Date, Customer will be entitled to receive a lump sum Service Level credit based on the amounts described in Clause 1.4.2(a), (b), and (c) below, up to a maximum cumulative credit amount (i.e. the sum of all credits due and owing under sub-Clause (a) through (c) below) equal to fifty (50%) percent of the one-time Service Transition Extended fee for such Location. The lump sum Service Level credit will be calculated as follows:

- (a) During the first Week after the Committed Delivery Date, for each day during that Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to fourteen (\$14) dollars.
- (b) During the second Week after the Committed Delivery Date, for each day during that Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to twenty-eight (\$28) dollars.
- (c) For each day after the second Week that the Covered Service was not installed at the Location, Customer will be entitled to receive a credit equal to fifty-six (\$56) dollars.

In no event will Customer be entitled to receive Service Level credit under this Clause 1.4.2 and Clause 1.3.2 above for the same Order.

1.5 Exclusions

Notwithstanding anything to the contrary set forth in this SLA, 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 meet the Service Levels under this Service Level Agreement.
- (b) Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the Network Service installation project (in the case of Project Mode Service Level) or the Semester (in the case of Organic Growth Service Level). 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.
- (c) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level if the installation of a Covered Service was delayed due to:
 - (i) the occurrence of a Force Majeure event,
 - (ii) Scheduled Maintenance,
 - (iii) Third Party Intervention,
 - (iv) environmental conditions (including, without limitation, inadequate power supply or power outages at the Location),
 - (v) failures to TO exchanges (including physical disruption to Tail Circuits) not caused by Orange,
 - (vi) network freeze instituted or imposed by the TO or the government,
 - (vii) the unavailability of the CPE from the manufacturer,
 - (viii) civil work that the TO must perform and complete in order to install Tail Circuit,
 - (ix) any act or omission of Customer or any User (including, without limitation, delays by Customer to submit or approve the Orders); or
 - (x) the rejection by the access provider of the xDSL access circuit order during the post-order qualification or testing process.
- (d) The Service Level credit remedies set forth in Clause 1.3.2 and Clause 1.4.2 are not available if Orange waives either the Network Service installation charge or the Service Transition Extended fee.
- (e) This Service Level Agreement does not apply to the installation of the multicast feature of Business VPN Service.

EXHIBIT A COVERED COUNTRIES

Only the Locations located in the following countries are covered by the Service Level Agreement for Service Transition. All other Locations are excluded from the Service Level Agreement.

Table 2: Service Transition Covered Countries

Argentina	Australia	Austria
Belgium	Brazil	Canada
China	Denmark	Finland
France	Germany	Greece
Hong Kong	Hungary	India
Italy	Japan	Korea, Republic of
Luxembourg	Malaysia	Mexico
Netherlands	New Zealand	Norway
Philippines	Poland	Portugal
Romania	Russian Federation	Singapore
Slovak Republic	South Africa	Spain & Canary Islands
Sweden	Switzerland	Taiwan
Thailand	Turkey	United Arab Emirates
United Kingdom	United States of America	Venezuela

END OF SERVICE LEVEL AGREEMENT FOR SERVICE TRANSITION