

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES

1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels and Service Level Objectives ("**SLOs**") applicable to Business Talk. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA. The SLOs are targets only; there are no remedies, financial or otherwise, associated with non-achievement of SLOs.

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 Orange Business Talk Services or elsewhere in the Agreement.

"**Business Talk**" means the Orange Voice Services described in the Service Description.

"**Entry Access Node**" means the Access Node to which the originator terminal equipment is connected.

"**Exit Access Node**" means the Access Node to which the destination terminal equipment or host computer is connected.

"**GCSC**" means Orange's Global Customer Support Centers.

"**Incident**" means a failure or malfunction within Business Talk. Incidents do not include Service unavailability during Scheduled Maintenance (as defined below).

"**MTRS**" means Mean Time to Restore Service.

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

"**Outage**" means the non-availability of the Business Talk Service at a Location, specifically that Customer or any User cannot make or receive any call using Business Talk (i.e. a Severity Level 1 Incident).

"**Qualifying Charges**" means the Business Talk Usage Charges as defined in Clause 1.10.2 of the Business Talk Service Description for a Location incurred by Customer during the month immediately preceding the month in which the Outage occurred, excluding any other monthly usage or recurring charges, Tail Circuit charges and all one-time charges (e.g. installation, project management and professional services charges).

"**Scheduled Maintenance**" means routine maintenance scheduled by Orange to implement generic changes to, or updates of, Business Talk or the Orange Voice Network.

"**Site Availability**" is defined as the ability to place and receive calls through Business Talk for a given Customer Location.

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

1.3 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 Business Talk in accordance with the Service Description for Business Talk or this SLA.
- (b) 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 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.
- (c) Customer must exercise any termination right provided under this SLA within 60 days of the breach giving rise to Customer's right to terminate Business Talk at the affected Location. If Customer does not notify Orange in writing of its election to terminate within the 60-day period, then Customer's right to terminate Business Talk in connection with such breach will lapse.
- (d) Any termination of Business Talk by Customer due to Orange's failure to meet any Service Level under this SLA will be without financial liability to Customer, other than Customer's liability to pay for Business Talk provided before the effective date of termination.
- (e) In no event will total credits due for any unachieved Service Levels in any month for a Location exceed 100% of the Qualifying Charges for Business Talk at that Location in that month.
- (f) The Service Level for Orange Service Delivery in Clause 1.9 of this document is only applicable if Orange does not waive and Customer pays the installation charges for Business Talk for the relevant Location.
- (g) Unless otherwise specified, the measurement period for all Service Levels and SLOs commences on the first day of the month and ends on the last day of the month.
- (h) Customer will not be entitled to any remedies set out in this SLA unless, and Service Levels will apply only if, Customer receives the "**Service Select - Extended Service Delivery**" Service (as described in a separate Service Select Service Description attached to this Agreement) for Business Talk. Notwithstanding anything to

the contrary contained herein, if Customer receives the "Service Select - Standard Service Delivery" Service for Business Talk, all Service Levels will be deemed SLOs only.

- (i) 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, and Service Levels expressly exclude any time attributable to, 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 Business Talk.
- (j) This SLA will not apply to Business Talk using IP Access Internet, IP Access Small, IP Access Satellite, or IP Access Connect; except that for IP Access Connect, the SLA will apply to the Hub Site, i.e. the Location connected to the Orange Business VPN Corporate Service.

1.4 Service Level Objective for Business Talk Services Availability

The availability of the Business Talk Services is based on the weighted impact of the Service Outages due to the voice backbone. Service availability is measured on a monthly basis and is based on Orange's outage trouble tickets weighted based on their impact on the customers or on network service.

Business Talk Services Availability Target	≥99.99%
Orange will not be liable for any failure to meet the Business Talk Services Availability Service Level Target.	

1.5 Service Level for Site Availability

1.5.1 Service Level measurement

Site Availability is measured on a monthly basis and is based on Orange's trouble ticketing system. When Customer reports an Incident to the GCSC, the GCSC will register the Incident and provide Customer with a trouble ticket number. If an Outage is confirmed by the GCSC, the time during which the Site Availability is measured will start as of the receipt of Customer's call regarding the Incident by the GCSC and will end when the GCSC notifies Customer that Business Talk has been restored. Congestion time or busy hours (e.g. when there are insufficient voice channels to support Customer's voice traffic) will be expressly excluded from the measurement.

$$\text{Availability Rate} = 100 \times \frac{730 - (\text{cumulative Outage time in hours})}{730}$$

The following Service Levels for Site Availability will apply:

Site Availability	Non Redundant Access	Redundant Access
Tier 1 countries	≥99.8%	≥99.9%
Tier 2 countries	≥99.5%	≥99.8%

Redundant access means that there is totally diverse routing path from the Customer's Location to the Orange Voice Network so that there is no single point of failure.

If the applicable Site Availability Service Level is not achieved, Customer shall be entitled to a credit equal to 1/180 of the Qualifying Charges per hour of Outage exceeding the Service Level for the affected Location, up to a maximum of 20% of the Qualifying Charges.

1.5.2 Conditions and Limitations Applicable to the Service Level for Site Availability

- To qualify for the Site Availability Service Level at a Location with IP Access Corporate or Dedicated Access, the Tail Circuit or CE Router must be provided and managed by Orange.
- If the Outage relates to a malfunctioning Tail Circuit, the Site Availability Service Level will expressly exclude any time outside of the applicable TO's normal maintenance hours.
- Only Outages in Tier 1 and Tier 2 countries (as identified in Exhibit A) will be included in the calculation of the Site Availability Service Level.
- For IP Access Corporate, the Site Availability Service Level of the IP Access Corporate must be at the same or above the Business Talk Site Availability Service Level. If it is not the case, the Business Talk Site Availability is limited to the same level as the IP Access Corporate Site availability Service Level.
- For IP Access Corporate, the Business Talk Qualifying Charges exclude the charges already taken into consideration for computing a Customer remedy for the same Incident under another Orange Service.

1.6 Service Level Objective for Mean Opinion Score

Orange will measure the quality of speech for Business Talk by monitoring calls placed by Orange over its own voice network; Orange will not measure calls from or to any Location. Orange will provide a qualitative indicator for each such call it places over the Voice Network as a number between 1 (lowest perceived quality) and 4.5 (highest perceived quality), and the Mean Opinion Score (MOS) will be measured as the average of all qualitative indicators for the calls placed by Orange during the month.

The following MOS Service Level Targets will apply:

MOS for Business Talk – Dedicated Access	≥4.1
MOS for Business Talk – IP Access Corporate using G.729a codec	≥3.8
MOS for Business Talk – IP Access Corporate using G.711 codec	≥4.1
Orange will not be liable for any failure to meet the MOS Service Level Target.	

1.7 Service Level Objective For Call Completion Ratio

The Call Completion Ratio (CCR) Service Level applies to both On-Net and Off-Net calls. The Call Completion Ratio will be measured globally on a monthly basis.

$$\text{Call Completion Ratio} = 100 \times \frac{\text{Total Number of Calls} - \text{Number of Failed Calls}}{\text{Total Number of Calls}}$$

As used herein, a "Failed Call" is a call that does not connect to the terminating Location due to a failure in the Orange Voice Network or a failure of the Tail Circuit at the terminating Location. Failed Calls do not include calls that cannot connect due to an invalid number, route or service option request, congestion, or failure in Customer equipment, or calls that connect but are not answered (including busy calls).

The following Average CCR Service Level Targets will apply:

CCR On-Net	≥99.8%
CCR Off-Net	≥99.3%
Orange will not be liable for any failure to meet the CCR Service Level Target	

1.8 Service Level Objective for Post Dial Delay

Post Dial Delay ("PDD") is the period of time that elapses between the dialing of the final digit of a telephone number for the relevant Location and the start of the ring tone or busy signal for the call. Orange will measure the PDD for Business Talk by monitoring On-Net calls placed by Orange over the Orange Voice Network. Orange will not measure calls from or to any Location. Orange will determine the Average PDD from the Orange Point of Presence at which the call enters the Orange Voice Network to the Orange Point of Presence at which the call leaves the Orange Voice Network. All the measures of Post Dial Delay will be averaged on a monthly basis.

The following Average PDD Service Level Target will apply, provided that Orange will not be liable for any failure to meet the Average PDD Service Level Target:

PDD	≤4 seconds
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1.9 Service Level for Orange Service Delivery

Orange defines the Target Delivery Date by adding the Lead Time to Connect delay to the Order signature date, once the order is fully completed with all information required for the service delivery. If Customer requests any change in the Order, the Order Signature Date will be reset to the date corresponding to the reception of signed and complete Change Order and the Target Delivery Date will be reset accordingly. The customer may request an effective Delivery Date later than Orange Target Delivery Date. The official delivery date is the date at which Orange sends the Service Commencement Notice message after the completion of the Service Acceptance Tests.

Orange will use reasonable efforts to ensure that the Target Delivery Date for Business Talk at each Location is met. If the customer has subscribed to Service Delivery Service Select extended or Service Delivery Service Select customized and if the Target Delivery Date of Business Talk service at a Location is not met due to Orange, then Customer will be entitled to the following remedies:

Locations in Tier 1 Countries - Switched Access (excluding Home Workers)
For each full Business Day of delay, a credit of US \$50, up to a maximum total amount of US \$100.
Locations in Tier 1 Countries - Dedicated Access
For each full Business Day of delay, a credit of US \$50, up to a maximum of US \$100 per Location.
All Locations - IP Access Corporate
For each full Business Day of delay, a credit of US \$50 up to a maximum total amount of US \$250; provided that this Service Level will apply only to existing (and not new) IP Locations.
All Locations
Cancellation of Business Talk at the affected Location after 30 days delay, by providing Orange with 30 days prior written notice.

For **Tier 1 and Tier 2 Countries**, delays by TO's will be deemed to be delays by Orange. For **Other Locations**, delays by TOs will be deemed delays due to a Force Majeure Event.

1.10 Service Level Objective for Mean Time To Restore Service

Mean Time to Restore Service is measured on a monthly basis and is based on Orange's trouble ticketing system. When Customer reports an Incident to the GCSC, the GCSC will register the Incident and provide Customer with a trouble ticket number. If the GCSC confirms an Outage, upon receipt of Customer's call regarding the Incident, the time during which the Mean Time to Restore Service is measured will start as of the receipt of Customer's call by the GCSC and will end when the GCSC notifies Customer that Business Talk has been restored. The Service Level for Mean Time to Restore Service will apply only: (a) to Locations with IP Access Corporate or Dedicated Access within a 50-kilometer radius of the nearest Orange service center that is located within the same country as the Location requiring a repair service; (b) during Business Hours (i.e. calculation of the Mean Time to Restore Service ceases at the end of Business Hours and will resume at the start of the Business Hours on the next Business Day); (c) if Customer provides Orange with all information reasonably required by Orange to remedy the Outage and access to the Location to conduct any on-site repair that may be needed.

Congestion time or busy hours (e.g. when there are insufficient voice channels to support Customer's voice traffic) will be expressly excluded from the measurement. The calculation of the Mean Time to Restore Service will not include any time during which Orange is unable to contact Customer with respect to the Outage.

Mean Time to Restore Service Target	Less than or equal to 4 hours
Orange will not be liable for any failure to meet the MTRS Service Level Target.	

The Service Level for Mean Time to Restore Service will exclude any downtime caused by the TO outside local normal business hours.

EXHIBIT A TIER 1 AND TIER 2 COUNTRIES

Tier 1 Countries	Australia, Austria, Belgium, Canada, Czech Rep, Estonia, Finland, France, Germany, Hong Kong, Iceland, Japan, Latvia, Lithuania, Monaco, Netherlands, Singapore, Slovakia, Slovenia, Switzerland, Taiwan, United Kingdom, USA
Tier 2 Countries	Bulgaria, China, Denmark, Gibraltar, Hungary, Ireland, Israel, Italy, Liechtenstein, Luxemburg, Malta, New Zealand, Norway, Poland, Portugal, Spain, Sweden

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES