

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES

1.1 Definitions

All capitalized terms used but not defined in this SLA will have the meanings ascribed to such terms in the Service Description for Business Talk Service or elsewhere in the Agreement. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this SLA.

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

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

"**Exit Access Node**" means the 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).

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

"**Outage**" means that a 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, Access Circuit charges and all one-time charges (e.g. installation, project management, and professional services charges).

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

"**Service Level Objective**" or "**SLO**" means a performance level objective. For clarity, an SLO is not a Service Level, and there is no remedy, financial or otherwise, if Orange fails to achieve any Service Level Objective.

"**Site Availability**" means 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.

1.2 Service Level Objective for Business Talk Services Availability

The availability of the Business Talk Services is based on the weighted impact of the Outages due to the Orange Voice Network 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 Orange Voice Network backbone.

Business Talk Services Availability Service Level Objective	≥99.99%
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1.3 Service Level for Site Availability

1.3.1 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.

1.3.2 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 Access Circuit or CE Router must be provided and managed by Orange.
- If the Outage relates to a malfunctioning Access Circuit, the Site Availability Service Level will expressly exclude any time outside of the applicable Access Provider'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 all charges used in calculating or determining a remedy for Customer for the same Incident under the Service Levels for the Orange IP Service.

1.4 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 Objectives will apply:

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

1.5 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 Access 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). All the measures of CCR will be averaged on a monthly basis.

The following average CCR Service Level Objectives will apply:

CCR On-Net	≥99.8%
CCR Off-Net	≥99.3%

1.6 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 PDD will be averaged on a monthly basis.

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

PDD	≤4 seconds
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1.7 Service Level for Orange Service Delivery

Any changes to the Target Date that are required or requested because of changes made to Business Talk for a Location will be set forth in the relevant Change Order. Customer also may request a delivery date that is later than the Target Date ('Customer Delivery Date'). Orange will be deemed to have delivered Business Talk to a Location on the date on which Orange sends the Service Commencement Notice to Customer for Business Talk provided at that Location.

Orange will use reasonable efforts to meet the Target Date or Customer Delivery Date (as applicable) for Business Talk at each Location. If the Target Date or Customer Delivery Date (as applicable) for Business Talk at a Location is not met due to Orange, then Customer will be entitled to the following remedies:

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 Access Corporate 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 Access Providers will be deemed to be delays by Orange. For **Other Locations**, delays by Access Providers will be deemed delays due to a Force Majeure Event.

For the avoidance of doubt, Orange will have no obligation to meet the Target Date if Customer has requested a Customer Delivery Date.

1.8 Service Level Objective for Mean Time To Restore Service (MTTR)

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 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); and (c) if Customer provides Orange with (i) all information reasonably required by Orange to remedy the Outage and (ii) 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 Level Objective	Less than or equal to 4 hours
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The Service Level for Mean Time to Restore Service will exclude any downtime caused by the Access Provider outside of local normal business hours.

1.9 Conditions and Exclusions

Notwithstanding anything otherwise to the contrary in this SLA and in addition to any other conditions and limitations otherwise 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 provide Business Talk in accordance with the Service Description for Business Talk or to meet the Service Levels set forth in 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 the alleged Service Level failure 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 and will issue all undisputed credits within 90 days from the date of its receipt of Customer's written claim.
- (c) Customer must exercise any Business Talk Service termination right provided under this SLA within 60 days of the date of the Service Level failure that gave rise to Customer's right to such termination right. If Customer does not notify Orange in writing of its election to terminate Business Talk within the 60-day period, then Customer's termination right will lapse.
- (d) The exercise by Customer of any termination right under this SLA will be without financial liability to Customer, except that Customer will be liable to pay Orange for Business Talk provided up to the date that Business Talk is actually disconnected by Orange.
- (e) The cumulative and total Service Level credits that Customer will be entitled to receive per Location per month for non-achievement of any and all Service Levels applicable to a Location during such month will not exceed 100% of the Qualifying Charges for the affected Location in that month.
- (f) The Service Level for Orange Service Delivery in Clause 1.7 above only applies if Orange does not waive and Customer pays the installation charges for Business Talk for the relevant Location.
- (g) All applicable Service Levels and SLOs will begin on the first full month following the Date of Acceptance of Business Talk at the Location. Unless otherwise specified in this SLA, 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, and the Service Levels will not apply if, Customer does not purchase either the Service Select - Extended Service Delivery or Service Management with the Service Optimize option (as described in separate Service Descriptions) for Business Talk. Notwithstanding anything to the contrary contained in this SLA, if Customer does not purchase Service Select - Extended Service Delivery or Service Management with the Service Optimize option 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 Access Provider exchanges, disruption to Access Circuits not caused by Orange or Access Providers, or by any act or omission of Customer or any User.

- (j) The Service Levels (or SLOs, as applicable) do 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 Service Levels or SLOs, as applicable will apply to the Hub Site, i.e. the Location connected to the Orange Business VPN Corporate Service.

EXHIBIT A TIER 1 AND TIER 2 COUNTRIES

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

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES