

## PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SERVICE

### 1.1 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms in the Service Description for Business VPN 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.

"**ADSL**" means asymmetric digital subscriber line.

"**Automation**" means the Orange proprietary systems and processes that detect Incidents on the Orange Network and create Incident Reports.

"**Back-Up**" means Air Backup, or a redundant Tail Circuit with automatic switching capability on a separate circuit path to the leased line Tail Circuit or DSL Tail Circuit. Back-Up for Hub Location must include equivalent Service Levels and diverse routing.

"**Business VPN Lite**" or "**Lite Service Type**" means a Business VPN Corporate Service whereby the CE Router is provided, installed, maintained, and managed by Customer. Lite Service Types consist of Silver Lite, Gold Lite, and Platinum Lite. Business VPN Lite is an optional Business VPN feature and is described in a separate Service Description.

"**Business VPN Service**" means the Orange Business VPN Service described in the Service Description for Business VPN Service.

"**CE**" or "**CE Router**", means: (a) in the context of Orange-managed Business VPN Service, the CPE customer edge router (including its cables, connectors, and software) supplied and installed by Orange at the Location, and (b) in the context of the Business VPN Lite, the customer edge router supplied, installed, and maintained by Customer at the Location.

"**CSM**" means the Orange Customer Service Manager.

"**DTTR**" means the time taken to repair or replace a faulty CPE router for Business VPN Small Off-Net.

"**DTTR Country**" means a country that Orange determines it is generally able to meet the NBD DTTR Service Level after taking into account the availability of in-country Orange field engineers, hardware and software spares, and the logistic conditions (e.g. service centers, spare depot, public transportation, etc.). Orange updates its list of DTTR Countries on a periodic basis.

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

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

"**GCSC**" means the Orange Global Customer Support Center.

"**Global Backbone Availability**" means the concatenated availability of all the backbone PE Routers. Global Backbone Availability only applies to the Business VPN Lite.

"**GTTR**" means Guaranteed Time To Repair.

"**GTTR Country**" means a country that Orange determines it is generally able to meet the 5-Hour GTTR Service Level after taking into account: (a) the local TOs' capabilities, service hours, operation and infrastructure, (b) the availability of in-country Orange field engineers, (c) availability of hardware and software spares, and (d) logistic conditions (e.g. service centers, spare depot, public transportation, etc.). Orange updates its list of GTTR Countries on a periodic basis.

"**Hub Location**" means a Location designated by Customer as a hub or host site.

"**Incident Report**" means the documentation created by the Automation when an Incident is reported by Customer or detected by the Automation.

"**Incident**" means a Business VPN Service malfunction. Incidents do not include Service unavailability during Scheduled Maintenance.

"**Jitter**" means the inter-packet delay variation between an Orange Entry Access Node and an Orange Exit Access Node belonging to the same customer community. Jitter is expressed in milliseconds ("**ms**").

"**Month**" or "**Monthly**" means a calendar month.

"**Network Service**" means the Business VPN Service.

"**Network**" or "**Orange Network**" means the segment of the Orange network used by Orange to deliver the Business VPN Service. The Orange Network excludes all Tail Circuits (including, without limitation, leased line, DSL circuit, satellite access, etc.), public networks, and the CE Routers.

"**Node**" means a node of the Network to which Customer is connected via a leased line Tail Circuit (or DSL circuit) or to which Customer dials in. Nodes are deployed at such times and places as determined by Orange.

"**Normal Business Hours**" or "**NBH**" means the normal business hours of Orange during a Business Day in each country where the Locations are situated, which are generally from 9:00 A.M. to 5:00 P.M., unless otherwise specified in the Agreement.

**"Normal Service Condition"** means that: (a) the Location requiring a repair service is situated within a 50-kilometer radius of the nearest Orange service center, and (b) both the Orange service center and the Location are located in the same country.

**"Outage"** means the Users cannot send or receive data using the Business VPN Service.

**"Path Availability"** means the virtual communication link availability, expressed as a percentage, between two CE Routers connected to the Orange Network. Path Availability includes leased line Tail Circuit or DSL Tail Circuit and Back-Ups.

**"PLR"** or **"Packet Loss Ratio"** means the ratio between the number of IP packets sent by a source CE Router and the number of packets actually received by the destination CE Router. The Packet Loss Ratio is expressed as a percentage.

**"Qualifying Charges"** means: (a) solely with respect to Business VPN Corporate, the monthly recurring Charge (including the monthly recurring Charge for DSL Tail Circuit, as applicable) for Business VPN Corporate for the Location where a Service Level credit is owed, but excluding the monthly recurring Charges for all other types of Tail Circuits, and (b) solely with respect to the Business VPN Small, the monthly recurring Charge for Business VPN Small for the Location where a Service Level is owed (including the monthly recurring Charge for DSL Tail Circuit). Unless otherwise agreed in writing by Orange and Customer, Qualifying Charges exclude any and all one-time Charges (including, but without limitation, Charges for installation, project management and professional services).

**"RTD"** or **"Round Trip Delay"** means the elapsed time (expressed in milliseconds) for the two-way transmission of a packet between two CE Routers (or between two PE Routers, in the case of Business VPN Lite), as described in Clause 1.4.1 (CE-to-CE RTD) and Clause 1.4.2 (PE-to-PE RTD).

**"Scheduled Maintenance"** means maintenance scheduled by Orange to occur during low Network traffic periods approximately 3 to 5 times per year and lasting an approximate average of 5 minutes each in order to implement changes to, or version updates of, the Network.

**"Service Annex"** means a document (e.g. an exhibit, schedule, or attachment) that the Parties mutually append to the Agreement and that sets forth the Location-specific Service Levels applicable to Customer.

**"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.

**"Service Type"** means: (a) the Silver, Gold, Platinum, and Flexible CoS Service Types, as described in the Service Description for Business VPN Service, and (b) with respect to Business VPN Lite, the Silver Lite, Gold Lite, and Platinum Lite Service Types, as described in the Service Description for Business VPN Lite Service.

**"SDSL"** means symmetric digital subscriber line.

**"Site Availability"** means the virtual communication link availability, expressed as a percentage, between a Location's CPE CE Router and the PE Router. Site Availability includes the leased line or DSL Tail Circuit (as the case may be), Back-Up (if any), and the portion of the Orange Network that provides connectivity for the Location. The Site Availability Service Level does not apply to Business VPN Small Off-Net and the Business VPN Lite.

**"Site Profile"** means Business VPN Corporate, Business VPN Small, or Business VPN Small Off-Net, as described in the Service Description for Business VPN Service.

**"SLA"** means this Service Level Agreement for the Business VPN Service.

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

## 1.2 Overview

The Specific Conditions for Network Services apply to the Business VPN Service, and this SLA sets forth the Service Levels for the Business VPN Service. Non-achievement of a Service Level may entitle Customer to receive credits against Qualifying Charges or terminate the Business VPN Service, as set out in this SLA. Table 1 (Service Levels Applicable to Business VPN Corporate, Business VPN Small, and Business VPN Small Off-Net) and Table 2 (Service Levels Applicable to Business VPN Lite) of Exhibit A to this SLA summarizes the Service Levels applicable to the various Service Types and Site Profiles.

## 1.3 Service Levels for Site Availability

1.3.1 **Site Availability.** The Site Availability Service Levels for the Business VPN Small, and Business VPN Corporate for Locations in Regions A, B, C, D and E are set forth Table 3 (Site Availability Service Levels for Regions A, B, C, D & E Locations) in Exhibit A to this Service Level Agreement so long as the Locations do not have Business VPN Lite Service. The Site Availability Service Level does not apply to Business VPN Small Off-Net.

The actual Site Availability is calculated on a Monthly basis. 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 Charge for the applicable Site Profile for the Location where the Outage occurred. The credit will be calculated as one thirtieth (1/30th) of the Qualifying Charge for each full hour of Outage exceeding the Outage time allowed under the Site Availability Service Level, up to a cumulative maximum credit of 100% of Qualifying Charge. All credits will be pro-rated on a per minute basis. Notwithstanding the foregoing, the Site Availability Service Level is subject to the following conditions:

(a) For Locations with dual CE Router continuity solution, the diversity of Tail Circuits must be confirmed by the TO.

- (b) For Locations with Air Backup continuity solution, Customer must test the Air Backup on a Monthly basis with the CSM.
- (c) For any Location where there is only one CE Router, if the CE Router failure caused the Outage and the Location is outside Normal Service Condition, then the travel time needed by the Orange field engineer to get to the Location is excluded from the calculation of the total Outage time.
- (d) For any Location where there is only one CE Router, any Outage at such Location during non-Normal Business Hours as a result of the CE Router failure will be excluded from the calculation of the total Outage time if Customer has not purchased Service Select - Extended Service Support for the CE Router.
- (e) For Locations that have dual CE Routers or dual Tail Circuits, the failure of one of the CE Routers or one of the Tail Circuits does not constitute an Outage.

1.3.2 **Path Availability.** The Path Availability Service Level only applies to the Business VPN Corporate so long as the Location does not have Business VPN Lite Service. This Service Level does not apply to Business VPN Small, and Business VPN Small Off-Net. The Path Availability Service Level is limited to 50 Location pairs, and each Location pair consists of a source Location and a destination Location. For purposes of this Service Level, the source Location in a pair is considered the Location with the higher IP bandwidth access.

The actual Path Availability is calculated on a Monthly basis. If the actual Path Availability between the source Location and the destination Location is less than such Location pair's Path Availability Service Level, then for each full hour of Outage exceeding the Outage time allowed under the Path Availability Service Level at either the source Location or the destination Location, Customer will be entitled to receive a credit equal to 10% percent of the Business VPN Corporate Qualifying Charge for the source Location up to a cumulative maximum credit of 50% of the Business VPN Corporate Qualifying Charge for the source Location; provided, however, if Customer is also entitled to receive a Service Level credit under Clause 1.3.1 (Site Availability) due to a failure by Orange to achieve the Site Availability Service Level for either the source Location or destination Location, then Customer shall not be entitled to receive the Path Availability Service Level credit under this clause. All credits will be pro-rated on a per minute basis. Notwithstanding the foregoing, if either the source Location or destination Location only has one CE Router, then any Outage on the path between the source Location and the destination Location during non-Normal Business Hours due to a CE Router failure at either Location will be excluded from the calculation of the total Outage time unless Customer has purchased Service Select - Extended Service Support for the CE Router.

1.3.3 **Global Backbone Availability.** The service availability for Business VPN Lite Service Types is the Global Backbone Availability. The Global Backbone Availability Service Level per Month is 99.99%. If the actual Global Backbone Availability is less than the Global Backbone Availability Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the Location where the Outage occurred so long as Customer reported all Outages to the GCSC. The credit will be calculated as one thirtieth (1/30th) of the Business VPN Lite Qualifying Charge for each hour of Outage exceeding the Outage time allowed under the Global Backbone Availability Service Level (which is 4.38 minutes), up to a cumulative maximum credit of 100% of Business VPN Lite Qualifying Charge for the Location where the Outage occurred. All credits will be pro-rated on a per minute basis.

1.3.4 **Service Termination Remedy.** Customer will be entitled to:

- (a) cancel the Business VPN Service at a Location if the cumulative maximum credit for such Location's Site Availability Service Level or the Global Backbone Availability Service Level (as applicable) is due in 2 consecutive Months, or in any 4 Months during a 12-Month rolling period, by giving Orange at least 30 days prior written notice; or
- (b) cancel the Business VPN Service at all Locations if the cumulative maximum credit for Site Availability Service Level or the Global Backbone Availability Service Level (as applicable) is due in 2 consecutive Months, or in any 4 Months during a 12-Month rolling period for more than 50% of the total number of Locations, by giving Orange at least 30 days prior written notice.

For purposes of this Clause 1.3.4, a "**12-Month rolling period**" means a period of 12 consecutive Months determined on a rolling basis, with a 12-Month period starting anew immediately after the end of the preceding 12-Month cycle. For example, if the first 12-Month rolling period is from June 1, 2016 through May 31, 2017, then the next 12-Month cycle will start on June 1, 2017 and end on May 31, 2018, and so on.

## 1.4 Round Trip Delay

1.4.1 **CE-to-CE RTD.** The Round Trip Delay for Business VPN Corporate is measured per CoS from CE Router to CE Router so long as the Location does not have Business VPN Lite Service. The CE-to-CE RTD Service Level is limited to 50 pairs of Locations, and each Location pair is comprised of a source Location and a destination Location. During the first 3-Month period after the Customer's entire Business VPN network is installed, Orange reserves the right to reevaluate the CE-to-CE RTD Service Level and to change the committed CE-to-CE RTD values. For purposes of this Service Level, the source Location in a pair is considered the Location with the higher IP bandwidth access.

A Location pair's CE-to-CE RTD will be sampled at 20-millisecond intervals by sending 10 packets from one CE Router to the other CE Router, and the average of the RTD samples will be calculated at the end of the Month. The packet size will vary depending on the CoS (i.e. 64 bytes for RT-Vi and RT-Vo CoS, and 128 bytes for other CoS). The CE-to-CE RTD sample will be included in the calculation of the Location pair's Monthly average CE-to-CE RTD if: (a) the nominal leased line Tail Circuit or DSL Tail Circuit route is used, and (b) the sample CE-to-CE RTD's link load does not exceed: (i) 30%, in the case of Service Bandwidth less than or equal to 512 kbps, (ii) 70%, in the case

of Service Bandwidth less than or equal to 10 Mbps; or (iii) 85%, in the case of Service Bandwidth greater than 10 Mbps.

If the Location pair's Monthly average CE-to-CE RTD sample is greater than the CE-to-CE RTD Service Level, then Customer will be entitled to receive an incremental credit equal to 10% of the Business VPN Corporate Qualifying Charges for the source Location for every whole 10% by which Monthly average CE-to-CE RTD sample is greater than the CE-to-CE RTD Service Level, up to the following cumulative maximum credit amount: (x) for Business VPN Corporate Location pair implemented over a leased line Tail Circuit, up to a cumulative maximum credit of 50% of the Business VPN Corporate Qualifying Charges for the source Location; and (y) for Business VPN Corporate Location pair implemented over a SDSL Tail Circuit, up to a cumulative maximum credit of 10% of the Business VPN Corporate Qualifying Charges for the source Location.

1.4.2 **PE-to-PE RTD.** For Locations with Business VPN Lite, the Round Trip Delay between the source Location pair and the destination Location that comprise a Location pair is measured from PE Router to PE Router. The PE-to-PE RTD Service Level is limited to 50 pairs of Locations. A Location pair's PE-to-PE RTD is sampled at 20 millisecond intervals by sending 10 packets from one PE Router to the other PE Router, and the average PE-to-PE RTD sample will be calculated at the end of the Month. The packet size is fixed at 128 bytes. If the Location pair's Monthly average PE-to-PE RTD sample is greater than the PE-to-PE RTD Service Level, then Customer will be entitled to receive a credit equal to 10% of the Business VPN Lite Qualifying Charges for the source Location.

## 1.5 Service Level for Packet Loss Ratio

1.5.1 **CE-to-CE PLR.** The Packet Loss Ratio for Business VPN Corporate is measured per CoS from CE Router to CE Router so long as neither Location in the Location pair has Business VPN Lite Service. Each Location pair is comprised of a source Location and a destination Location. For purposes of this Service Level, the source Location in a pair is considered the Location with the higher IP bandwidth access. Unless otherwise set forth in the Service Annex, the CE-to-CE PLR Service Level uses the same Location pairs as the CE-to-CE RTD Location pairs.

A Location pair's CE-to-CE PLR will be sampled at 20-millisecond intervals by sending 10 packets from one CE Router to the other CE Router, and the average CE-to-CE PLR sample will be calculated at the end of the Month. The packet size will vary depending on the CoS (i.e. 64 bytes for RT-Vi and RT-Vo with the exception of 1,100 bytes for Business VPN Corporate with Telepresence Connect optional feature, and 128 bytes for other CoS). The CE-to-CE PLR sample will be included in the calculation of the Location pair's Monthly average CE-to-CE PLR sample if: (a) the nominal leased line Tail Circuit or DSL Tail Circuit is used, and (b) the sample CE-to-CE PLR's link load does not exceed: (i) 30% for IP bandwidth less than or equal to 512 kbps; (ii) 70% for IP bandwidth less than or equal to 10 Mbps; or (iii) 85% for IP bandwidth greater than 10 Mbps. If the Location pair's Monthly average CE-to-CE PLR sample is greater than the CE-to-CE PLR Service Level, then Customer will be entitled to receive a credit in accordance with the following:

- for Business VPN Corporate Location pair with Silver, Gold or Platinum (without Telepresence Connect for either the source Location or the destination Location) Service Types, an incremental credit equal to 10% of the Business VPN Corporate Qualifying Charge for the source Location for every whole 10% by which the Location pair's Monthly average CE-to-CE PLR sample is greater than the CE-to-CE PLR Service Level, up to a cumulative maximum credit of: (1) 50% of the Business VPN Corporate Qualifying Charge for the source Location if the source Location is implemented over a leased line Tail circuit, or (2) up to a maximum credit of 10% of the Business VPN Corporate Qualifying Charge for the source Location if the source Location is implemented over a SDSL Tail Circuit; and
- for Business VPN Corporate Location pair with Platinum Service Type with Telepresence Connect optional feature and implemented over a leased line Tail Circuit (and for clarity, both Locations in the Location pair must have these Service Type, feature, configuration and Tail Circuit), a cumulative maximum credit of 10% of the Business VPN Corporate Qualifying Charge for the source Location if the Location pair's Monthly average CE-to-CE PLR sample exceeds the CE-to-CE PLR Service Level by 10% or more.

1.5.2 **PE-to-PE PLR.** For Locations with Business VPN Lite Service Types, Packet Loss Ratio is only measured on a Location pair's PE-to-PE path. Each Location pair is comprised of a source Location and a destination Location. For RT-Vi and D1 CoS, the PE-to-PE PLR Service Level is 0.05% if both PE Routers on the Location pair's PE-to-PE path are located in one of the cities listed in Table 4 (PE-to-PE PLR & PE-to-PE Jitter Cities) to Exhibit A to this SLA. However, if either PE Router on the Location pair's PE-to-PE path is not located in one of the cities listed in Table 4, then the PE-to-PE PLR Service Level for RT-Vi and D1 CoS will be as set forth in Table 5 (Alternative PE-to-PE PLR Service Levels) of Exhibit A this SLA. Table 5 also sets forth the PE-to-PE PLR Service Levels for RT-Vo and D2 CoS. The PE-to-PE PLR is measured on a Monthly basis. If a Location pair's Monthly average PE-to-PE PLR sample is greater than the PE-to-PE PLR Service Level, then Customer will be entitled to receive a cumulative maximum credit equal to 10% of the Business VPN Lite Qualifying Charge for the source Location.

## 1.6 Service Level for Jitter

1.6.1 **CE-to-CE Jitter.** In the case of RT-Vi and RT-Vo CoS, the Jitter Service Level for Business VPN Corporate with Platinum Service Type is measured from CE Router to CE Router. The Service Level uses the same Location pairs as the CE-to-CE RTD Location pairs unless otherwise set forth in the Service Annex. Each Location pair is comprised of a source Location and a destination Location. For purposes of this Service Level, the source Location in a pair is considered the Location with the higher IP bandwidth access. The CE-to-CE Jitter Service Level is 10 milliseconds. The CE-to-CE Jitter Service Level does not apply if the Location has Business VPN Lite. A Location pair's CE-to-CE

Jitter will be sampled at 20-millisecond intervals by sending 10 packets from one CE Router to the other CE Router. The packet size is 64 bytes for Platinum Service Type without Telepresence Connect optional feature and 1,100 byte for Platinum Service Type with Telepresence Connect optional feature.

The CE-to-CE Jitter Service Level only applies if: (a) the nominal leased line Tail Circuit or DSL Tail Circuit is used for the source Location and the destination Location, and (b) the sample CE-to-CE Jitter's link load does not exceed: (i) 30%, in the case of IP bandwidth less than or equal to 512 kbps; (ii) 70%, in the case of IP bandwidth less than or equal to 10 Mbps; or (iii) 85%, in the case of IP bandwidth greater than 10 Mbps.

If the Location pair's Monthly average CE-to-CE Jitter sample is greater than the CE-to-CE Jitter Service Level, then Customer will be entitled to receive a credit (which will be prorated on a per millisecond basis) in accordance with the following:

- for Business VPN Corporate Location pair with Platinum Service Type, an incremental credit equal to 10% of the Business VPN Corporate Qualifying Charges for the source Location for every whole 10% by which the Location pair's Monthly average CE-to-CE Jitter sample is higher than the CE-to-CE Jitter Service Level, up to a cumulative maximum credit of: (1) 50% of the Business VPN Corporate Qualifying Charge for the source Location if the source Location is implemented over a leased line Tail Circuit, or (2) up to a cumulative maximum credit of 10% of the Business VPN Corporate Qualifying Charges for the source Location if the source Location is implemented over a SDSL Tail Circuit;

**1.6.2 PE-to-PE Jitter.** The PE-to-PE Jitter only applies to the Platinum Lite Service Type. Each Location pair is comprised of a source Location and a destination Location. For purposes of this Service Level, the source Location in a pair is considered the Location with the higher IP bandwidth access. A Location pair's PE-to-PE Jitter Service Level is 5 milliseconds if the PE Routers for the source Location and destination Location are located in one of the cities listed in Table 4 (PE-to-PE PLR & PE-to-PE Jitter Cities) to Exhibit A to this SLA. However, if either PE Router is not located in one of the cities listed in Table 4, then the Location pair's PE-to-PE Jitter Service Level is 10 milliseconds.

If a Location pair's Monthly average PE-to-PE Jitter is greater than the PE-to-PE Jitter Service Level, then Customer will be entitled to receive a credit equal to 10% of the Platinum Lite Qualifying Charge for the source Location.

## 1.7 Service Level for Guaranteed Time To Repair

**1.7.1 GTTR Service Level.** Subject to the limitations, conditions and exclusions described in Clause 1.7.2 (5-Hour GTTR Conditions) and Clause 1.9 (Conditions and Exclusions), Orange will repair an Outage of the Business VPN Corporate Service caused by a malfunctioning CPE CE Router or Orange-provided Tail Circuit within 5 hours from the time the GCSC creates the Incident Report (the "**5-Hour GTTR Service Level**") provided that the Location has either: (a) a Dual or Always-On ADSL continuity solution, or (b) an Always-On SDSL continuity solution. The Business VPN Corporate Service is considered repaired when the GCSC closes the Incident Report in the Incident case management system after informing Customer that the Service is restored; however, the GCSC will keep Incident Report open if Customer informs the GCSC that the Business VPN Corporate is still out of service. Orange will report the achievement or non-achievement of the 5-Hour GTTR Service Level on a Monthly basis. If the actual time-to-repair exceeds 5 hours, then Customer will receive a cumulative maximum credit equal to 10% of the Qualifying Charges for the affected Service at the Location where the Outage occurred; provided, however, if Customer is entitled to receive any Service Level credit under Clause 1.3 (Service Levels for Site Availability) in connection with the same Outage, then Customer will only receive the greater of the credits due and owing to Customer under Clause 1.3 or this clause. For clarity, in no event will Customer be entitled to receive Service Level credits under both Clause 1.3 and this clause for the same Outage.

**1.7.2 5-Hour GTTR Conditions.** The 5-Hour GTTR Service Level is subject to the following conditions, limitations and exclusions:

- (a) Customer must report the Outage to the GCSC so that the GCSC can create an Incident Report.
- (b) The Location must be situated in a GTTR Country.
- (c) Customer must purchase Service Select - Extended Service Support and Service Select - Extended Service Delivery for the Business VPN Service.
- (d) If a malfunctioning Tail Circuit caused the Outage, then the TO will repair the malfunctioning Tail Circuit during its maintenance service hours. If the TO does not provide 24x7x365 maintenance support, then calculation of the actual time-to-repair will stop at the end of the TO's maintenance hours and will resume at the start of the TO's next maintenance hours.
- (e) With respect to Business VPN Corporate implemented over a SDSL Tail Circuit, the 5-Hour GTTR Service Level does not apply if: (i) a PSTN or ISDN failure caused the Outage, and (ii) the SDSL's TO is different from the PSTN's TO or the ISDN's TO.
- (f) The 5-Hour GTTR Service Level does not apply if Customer does not give Orange or the TO (as the case may be): (i) information that is needed to repair the Service, or (ii) remote or physical access to the CPE and Location.
- (g) The GTTR Service Level does not apply to Business VPN Small Off-Net, Business VPN Small, or the Business VPN Lite.
- (h) The 5-Hour GTTR Service Level does not apply to the Always-On Internet continuity solution.

- (i) If Customer has purchased the Multicast or IPv6 optional service features, then all Incidents relating to and affecting the proper operational condition of these optional service features are excluded from the 5-Hour GTTR Service Level.

## 1.8 Service Level for Device Time To Repair

- 1.8.1 **NBD DTTR Service Level.** Subject to the limitations, conditions and exclusions described in this clause and in Clause 1.9 (Conditions and Exclusions), if there is an Outage of the Business VPN Small Off-Net and a CPE CE router failure caused the Outage, Orange will either fix or replace such faulty CPE CE router no later than the end of the next Business Day (hereinafter the "**NBD DTTR Service Level**"). The CPE CE router is considered fixed or replaced when the GCSC closes the Incident Report in the Incident case management system after notifying Customer that the Service is restored; however, the GCSC will keep the Incident Report open if Customer informs the GCSC that the Business VPN Small Off-Net is still out of service.

For clarity, the NBD DTTR Service Level only applies to the Business VPN Small Off-Net provided that all of the following conditions are satisfied:

- (a) Customer ordered Service Select - Extended Service Support and the Service Select - Extended Service Delivery for the Business VPN Small Off-Net.
- (b) Customer reported the Outage to the GCSC before one of the following applicable times:
  - (i) if the Location where the Outage occurred is in Western Europe, before 1:30 PM Central European Time ("CET")<sup>1</sup>;
  - (ii) if the Location where the Outage occurred is in the continental United States or in Canada, before 3:00 PM (local New York time)<sup>2</sup>; and
  - (iii) if the Location where the Outage occurred is in the Orange Asia region or Pacific region, before 12:01 PM Singapore time.
- (c) The GCSC opened an Incident Report concerning the reported Outage and verified that the reported Incident is in fact an Outage.
- (d) The Location where the Outage occurred is in a DTTR Country.
- (e) The Outage was caused by a fault in the CPE CE router for the Business VPN Small Off-Net.

There is no monthly Service Level report regarding Orange's achievement or non-achievement of the NBD DTTR Service Level. Upon Customer's request, Orange will verify using the information recorded in its Incident case management system whether or not it repaired or replaced the CPE CE router within the NBD DTTR Service Level. For clarity, the time (as recorded in Orange's Incident case management system) when the GCSC closed the Incident Report is the time that Orange will use to determine whether or not it met the NBD DTTR Service Level. If Orange does not achieve the NBD DTTR Service Level during a Month, then Customer will receive a cumulative maximum credit equal to 10% of the Location's Business VPN Small Off-Net Qualifying Charge; provided, however, for clarity, Customer will only be entitled to receive one (1) Service Level credit per Location per Month regardless of whether Orange failed to fix the Location's Business VPN Small Off-Net CPE CE router within the NBD DTTR Service Level one or more times during the Month.

- 1.8.2 **NBD DTTR Limitations.** In addition to the conditions set forth in Clause 1.8 (Service Level for Device Time to Repair) and Clause 1.9 (Conditions and Exclusions), the NBD DTTR Service Level does not apply if any of the following situations occur:

- (a) the Outage was caused by reasons (including a malfunctioning Tail Circuit) other than a fault in the Business VPN Small Off-Net's CPE CE router;
- (b) Customer does not provide Orange with information reasonably required by Orange to remedy the Outage, or Customer does not give Orange remote and physical access to the Location and the CPE router;
- (c) there is no Outage to the Business VPN Small Off-Net;
- (d) the Location where the Outage occur has Business VPN Lite;
- (e) any of the conditions specified in Clause 1.8.1 (NBD DTTR Service Level) has not been met; or
- (f) the Location where the Business VPN Small Off-Net Outage occur is in Australia but such Location is more than 200 kilometers from Sydney, Melbourne, Brisbane, Perth, Adelaide, or Canberra.

## 1.9 Conditions and 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 SLA. 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 Service Select - Extended Service Delivery. Notwithstanding anything to the contrary contained in this SLA, if Customer does not purchase Service Select -

<sup>1</sup> Western Europe consists strictly of the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Poland, Spain, Sweden, Switzerland, and the United Kingdom.

<sup>2</sup> The DTTR Service Level is not available for Locations outside of continental United States and for Locations in the Middle East, Africa, and Latin America regions of Orange.

- Extended Service Delivery, then all Service Levels will automatically convert into, and will be treated as SLO, and all remedies, financial or otherwise, associated with non-achievement of any Service Level will be null and void.
- (b) Orange's Scheduled Maintenance or emergency maintenance of the Business VPN Service or the Orange Network, 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 Business VPN 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 Service Level failure occurred. Within 30 days following receipt of the claim, Orange will confirm in writing 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.
  - (d) Customer must exercise any Business VPN Service termination right specified in this SLA within 60 days from the date of the Service Level failure that gave rise to such termination right. If Customer does not notify Orange in writing of its election to terminate the Service within the 60-day period, then such termination right will lapse.
  - (e) The exercise by Customer of the Service termination right under this SLA will be without financial liability to Customer, except that Customer will be liable to pay Orange for the Service provided up to the date that the Service is actually disconnected by Orange.
  - (f) The cumulative and total Service Level credit that Customer will be entitled to receive per Location per Month for non-achievement of any and all Service Levels applicable to the Location during such Month will not exceed 100% of such Month's Qualifying Charges for the affected Location.
  - (g) All applicable Service Levels or SLOs will begin on the first full Month following the Date of Acceptance of the Business VPN Service at the Location. Unless otherwise expressly stated in this SLA, the measurement period for all Service Levels (or SLOs, as the case may be) will start on the first day of the Month and will end on the last day of the Month.
  - (h) The remedies for non-achievement by Orange of RTD, PLR, and Jitter Service Levels will only apply if Customer complied with the following Orange engineering guidelines:
    - IP Bandwidth Access:
      - equal or higher than 56 kbps for Business VPN Corporate with a leased line Tail Circuit;
      - equal or higher than 512 kbps for Business VPN Corporate with a SDSL Tail Circuit; and
    - D1, D2, and D3 limitations, as shown in the Business VPN Service Description.
  - (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 a Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental condition failure (e.g. air conditioning failure in the equipment room where the CE Router is installed), power outages, disruption to Tail Circuits not caused by Orange or TOs, or by any act or omission of Customer or any User.
  - (j) The Service Levels (or SLOs, as the case may be) only apply to the Business VPN Service that has leased line Tail Circuit or DSL Tail Circuit procured by Orange from the TO. Unless agreed in writing by Orange, the Service Levels (or SLOs, as the case may be) do not apply to Business VPN Service connected through other types of access technology (e.g. dial access, satellite access, GPRS access, Off-Net access, micro-waves, wireless access, etc.).
  - (k) This SLA does not apply to the Air Quick-Start optional feature.
  - (l) With respect to the IPv6 optional feature:
    - (i) There is no separate or additional Site Availability Service Level for the IPv6 Service.
    - (ii) The CE-to-CE Path Availability, CE-to-CE Round Trip Delay, CE-to-CE Packet Loss Ratio, and CE-to-CE Jitter Service Levels do not apply to the IPv6 traffic.
    - (iii) There is no separate or additional 5-Hour GTTR Service Level or NBD DTTR Service Level for the IPv6 optional feature. Incidents related to, and that affect the proper operational condition of the IPv6 are excluded from the 5-Hour GTTR and NBD DTTR Service Levels.
  - (m) The Service Levels do not apply to a Location unless the Parties expressly identify the Location (in the case of the Site Availability, Global Backbone Availability, 5-Hour GTTR and NBD DTTR Service Levels) or the Location pair (in the case of the CE-to-CE RTD, PE-to-PE RTD, CE-to-CE PLR, PE-to-PE PLR, CE-to-CE Jitter, PE-to-PE Jitter Service Levels) in a Service Annex and append the Service Annex to Agreement. Such Service Annex will be deemed an addendum to this SLA and subject to all of the terms and conditions set forth in this SLA.
  - (n) The Path Availability, CE-to-CE RTD, CE-to-CE PLR and CE-to-CE Jitter Service Levels do not apply to the Multicast optional service feature of the Business VPN Service. Therefore, all Multicast traffic will be excluded from the calculation of the actual Path Availability and the Monthly average CE-to-CE RTD samples, CE-to-CE PLR samples, and CE-to-CE Jitter samples.

## EXHIBIT A TABLES

Table 1: Service Levels Applicable to Business VPN Corporate, Business VPN Small, & Business VPN Small Off-Net<sup>†</sup>

Site Profile	Service Levels				
	Site Availability	Path Availability	CE-to-CE Round Trip Delay	CE-to-CE Packet Loss	CE-to-CE Jitter
Business VPN Corporate - Silver Service Type	Yes	Yes	Yes	Yes	No
Business VPN Corporate - Gold Service Type	Yes	Yes	Yes, for D1 & D2 classes	Yes, for D1 & D2 classes	No
Business VPN Corporate - Platinum Service Type	Yes	Yes	Yes, for RT <sup>††</sup> , D1 & D2 classes	Yes, for RT <sup>††</sup> , D1 & D2 classes	Yes for RT <sup>††</sup>
Business VPN Small	Yes	No	No	No	No
Business VPN Small Off-Net	No	No	No	No	No

<sup>†</sup> The Service Levels in this Table 1 do not apply to the Business VPN Lite Service Types.  
<sup>††</sup> Only between two Locations with Platinum Service Type.

Table 2: Service Levels Applicable to Business VPN Lite

Service Type	Service Levels			
	Global Backbone Availability	PE-PE Round Trip Delay	PE-PE Packet Loss	PE-PE Jitter
Silver Lite	Yes	Yes	Yes	No
Gold Lite	Yes	Yes	Yes	No
Platinum Lite	Yes	Yes	Yes	Yes <sup>†††</sup>

<sup>†††</sup> Only between two Locations with have Platinum Lite Service Type.

Table 3: Site Availability Service Levels for Regions A, B, C, D & E Locations<sup>†</sup>

Region	Site Profile	Service Levels		
		Site Availability Service Level for Locations Without Continuity Optional Feature	Site Availability Service Level for Locations with Continuity Optional Feature	
			Air Backup (Single CE Router) Always-On (ADSL) (Dual CE Routers) Always-On (Internet) (Dual CE Routers)	Dual (Dual CE Routers) Always-On (SDSL) (Dual CE Routers)
Region A	Business VPN Corporate (except France)	99.8%	99.9%	99.95%
	Business VPN Corporate (France only)	99.7%	99.8%	99.9%
	Business VPN Small	99.0%	99.5%	-
Region B	Business VPN Corporate	99.5%	99.8%	99.9%
	Business VPN Small	99.0%	99.5%	-
Region C	Business VPN Corporate	99.0%	99.5%	99.8%
	Business VPN Small	98.3%	99.0%	-
Region D	Business VPN Corporate	98.3%	99.0%	99.5%
	Business VPN Small	-	98.3%	-
Region E	Business VPN Corporate	-	98.3%	99.0%
	Business VPN Small	-	-	-

<sup>†</sup> The countries associated with regions A, B, C, D, and E are listed in Exhibit B (Regions) to the Service Level Agreement.

Table 4: PE-to-PE PLR &amp; PE-to-PE Jitter Cities

Amsterdam	Athens	Atlanta	Auckland	Bangalore
Barcelona	Basle	Berlin	Berne	Birmingham
Bogota	Boston	Bratislava	Brno	Brussels
Bucharest	Budapest	Buenos Aires	Cairo	Caracas
Chennai	Chicago	Copenhagen	Dallas	Delhi
Denver	Dublin	Dusseldorf	Frankfurt	Geneva
Guatemala City	Hamburg	Hannover	Helsinki	Hong Kong
Houston	Istanbul	Izmir	Johannesburg	Kaohsiung, Taiwan
Katowice	Kuala Lumpur	Lima	Lisbon	London
Los Angeles	Luxembourg	Madrid	Manchester	Manila
Melbourne	Mexico City	Miami	Milan	Montreal
Moscow	Mumbai	Munich	Nairobi	New York
Nuremberg	Osaka	Oslo	Paris	Perth
Philadelphia	Prague	Reykjavik	Riga	Rio de Janeiro
Rome	Rotterdam	Saint Petersburg	San Francisco	San Jose, Costa Rica
San Juan, Puerto Rico	San Salvador	Santiago, Chile	Sao Paulo	Seattle
Seoul	Singapore	Sofia	Stockholm	Stuttgart
Sydney	Taipei	Tallinn	Tokyo	Toronto
Tulsa	Vienna	Vilnius	Warsaw	Washington DC
Zagreb	Zurich			

Table 5: Alternative PE-to-PE PLR Service Levels<sup>††</sup>

PE-to-PE PLR (%)	Western Europe	Eastern Europe	North America East	North America West	Latin America	Asia	ANZ	Africa	Middle East
Western Europe	0.1	0.2	0.3	0.3	0.4	0.3	0.3	0.2	0.2
Eastern Europe		0.2	0.3	0.3	0.4	0.3	0.3	0.3	0.3
North America - East			0.1	0.2	0.3	0.2	0.2	0.4	0.3
North America - West				0.1	0.3	0.2	0.2	0.4	0.4
South America					0.2	0.4	0.4	0.4	0.4
Asia						0.1	0.2	0.4	0.3
ANZ							0.1	0.4	0.4
Africa								0.1	0.3
Middle East									0.1
<b>Western Europe</b>	Austria, Baltic countries, Benelux, Denmark, France, Germany, Italy, Ireland, Nordic countries, Portugal, Spain, Switzerland, United Kingdom.								
<b>Eastern Europe</b>	Bulgaria, Czech Republic, Greece, Hungary, Poland, Romania, Russian Federation, Serbia, Slovakia, Slovenia.								
<b>North America East</b>	United States East Coast states (plus Chicago, Detroit, Houston, Tulsa, Dallas, Miami) and Montreal, Toronto, Canada.								
<b>North America West</b>	United States West Coast states (plus Denver and Vancouver), Canada.								
<b>Latin America</b>	Argentina, Brazil, Chile, Colombia, Costa Rica, Guatemala, Peru, Puerto Rico, Venezuela, Caribbean, Mexico.								
<b>Asia</b>	China, Hong Kong, India, Japan, Malaysia, Pakistan, Republic Korea, Singapore, Taiwan, Thailand.								
<b>ANZ</b>	Australia and New Zealand.								
<b>Africa</b>	Ivory Coast, Nigeria, South Africa, Zimbabwe.								
<b>Middle East</b>	Algeria, Bahrain, Egypt, Israel, Morocco, Turkey, United Arab Emirates.								

<sup>††</sup> Table 5 sets forth the PE-to-PE PLR Service Levels for: (a) RT-Vi and D1 Classes of Service if either PE Router on the PE-to-PE path is not located in one of the cities listed in 0 (PE-to-PE PLR & PE-to-PE Jitter Cities), and (b) RT-Vo and D2 Classes of Service.

## EXHIBIT B REGIONS

Key	Country	Region	Key	Country	Region	Key	Country	Region
AF	Afghanistan	E	GA	Gabon	E	NG	Nigeria	E
AL	Albania	E	GM	Gambia	E	MP	Northern Mariana Is.	E
DZ	Algeria	E	XX	Gaza Strip	E	NO	Norway	B
AD	Andorra	B	GE	Georgia	D	OM	Oman	D
AO	Angola	E	DE	Germany	A	PK	Pakistan	E
AI	Anguilla	C	GH	Ghana	E	PA	Panama	D
AG	Antigua & Barbuda	E	GI	Gibraltar	B	PG	Papua New Guinea	E
AR	Argentina	C	GR	Greece	C	PY	Paraguay	C
AM	Armenia	D	GD	Grenada	C	PE	Peru	D
AW	Aruba	C	GP	Guadeloupe	C	PH	Philippines	D
AU	Australia	A	GU	Guam	E	PL	Poland	B
AT	Austria	A	GT	Guatemala	D	PT	Portugal	B
AZ	Azerbaijan	D	GN	Guinea	E	PR	Puerto Rico	D
BS	Bahamas	D	GY	Guyana	E	QA	Qatar	D
BH	Bahrain	D	HT	Haiti	E	RE	Reunion	C
BD	Bangladesh	E	HN	Honduras	D	RO	Romania	C
BB	Barbados	C	HK	Hong Kong	A	RU	Russian Federation	B
BY	Belarus	C	HU	Hungary	B	RW	Rwanda	E
BE	Belgium	B	IS	Iceland	A	KN	Saint Kitts & Nevis	D
BZ	Belize	D	IN	India	D	LC	Saint Lucia	D
BJ	Benin	E	ID	Indonesia	C	SM	San Marino	D
BM	Bermuda	C	IR	Iran, Islamic Rep. of	E	SA	Saudi Arabia	D
BT	Bhutan	E	IQ	Iraq	E	SN	Senegal	D
BO	Bolivia	E	IE	Ireland	B	CS	Serbia & Montenegro	C
BA	Bosnia & Herzegovina	C	IL	Israel	B	SC	Seychelles	C
BW	Botswana	E	IT	Italy	B	SG	Singapore	A
BR	Brazil	C	JM	Jamaica	D	SK	Slovakia	A
BN	Brunei Darussalam	D	JP	Japan	A	SI	Slovenia	A
BG	Bulgaria	B	JO	Jordan	D	SB	Solomon Islands	E
BF	Burkina Faso	E	KZ	Kazakhstan	C	ZA	South Africa	C
BI	Burundi	E	KE	Kenya	E	ES	Spain	B
KH	Cambodia	D	KR	Korea, Republic of	A	LK	Sri Lanka	D
CM	Cameroon	E	KW	Kuwait	C	VC	St Vincent & The Grenadines	E
CA	Canada	A	KG	Kyrgyzstan	D	SD	Sudan	E
CV	Cape Verde	E	LA	Lao Pple's Dem. Rep.	E	SR	Suriname	E
KY	Cayman Islands	C	LV	Latvia	A	SZ	Swaziland	E
CF	Central African Rep.	E	LB	Lebanon	D	SE	Sweden	B
TD	Chad	E	LS	Lesotho	E	CH	Switzerland	A
CL	Chile	D	LY	Libyan Arab Jamahiriya	E	SY	Syrian Arab Republic	E
CN	China	B	LI	Liechtenstein	B	TW	Taiwan	A
CO	Colombia	D	LT	Lithuania	A	TZ	Tanzania	E
KM	Comoros	E	LU	Luxembourg	B	TH	Thailand	C
CG	Congo, Rep. the of	E	MO	Macau	D	TG	Togo	E
CD	Congo, The Dem. Rep.	E	MK	Macedonia	C	TO	Tonga	E
CK	Cook Islands	E	MG	Madagascar	D	TT	Trinidad & Tobago	C
CR	Costa Rica	C	MW	Malawi	E	TN	Tunisia	D
CI	Cote d'Ivoire	D	MY	Malaysia	C	TR	Turkey	C
HR	Croatia	C	MV	Maldives	C	TM	Turkmenistan	E

Key	Country	Region
CU	Cuba	E
CY	Cyprus	C
CZ	Czech Republic	A
DK	Denmark	B
DJ	Djibouti	E
DM	Dominica	E
DO	Dominican Republic	D
EC	Ecuador	D
EG	Egypt	E
SV	El Salvador	D
GQ	Equatorial Guinea	E
ER	Eritrea	E
EE	Estonia	A
ET	Ethiopia	E
FO	Faroe Islands	B
FJ	Fiji	E
FI	Finland	A
FR	France	A
GF	French Guiana	D
PF	French Polynesia	B

Key	Country	Region
ML	Mali	E
MT	Malta	B
MQ	Martinique	C
MR	Mauritania	E
MU	Mauritius	C
MX	Mexico	C
MD	Moldova, Republic of	C
MC	Monaco	A
MN	Mongolia	C
MA	Morocco	D
MZ	Mozambique	E
MM	Myanmar	E
NA	Namibia	E
NP	Nepal	E
NL	Netherlands	A
AN	Netherlands Antilles	C
NC	New Caledonia	B
NZ	New Zealand	B
NI	Nicaragua	D
NE	Niger	E

Key	Country	Region
TC	Turks & Caicos Is.	E
UG	Uganda	E
UA	Ukraine	B
AE	United Arab Emirates	C
GB	United Kingdom	A
US	United States	A
UY	Uruguay	C
UZ	Uzbekistan	C
VU	Vanuatu	E
VE	Venezuela	D
VN	Viet Nam	C
VG	Virgin Islands, British	E
VI	Virgin Islands, U.S	E
EH	Western Sahara	E
WS	Western Samoa	E
YE	Yemen	E
ZM	Zambia	E
ZW	Zimbabwe	E

**END OF SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SERVICE**