

**PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SATELLITE SERVICE – TERRESTRIAL SHARED**

- 1.1 Introduction.** This SLA describes the Service Levels applicable to the Business VPN Satellite Service – Terrestrial Shared. Non-achievement of a Service Level may entitle Customer to receive remedies as set out herein.
- 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 Business VPN Satellite Service – Terrestrial Shared or elsewhere in the Agreement.
- "CE Router" or "Customer Edge Router"** means any router supplied by Orange as part of the Business VPN Satellite Service – Terrestrial Shared and installed at a Location.
- "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.
- "Gateway - Hub Location"** means a Location designated as a hub for satellite connections, also referred to as teleport.
- "Incident"** means a failure or malfunction within the operation of Customer's Business VPN Satellite Service – Terrestrial Shared.
- "Jitter"** means the Customer inter-packet delay variation between an Orange Entry Access Node and an Orange Exit Access Node. Jitter is expressed in milliseconds ("**ms**").
- "Node"** means a node of the Orange Network to which Customer is connected via a satellite connection, such Nodes being deployed at times and places as determined by Orange.
- "Normal Service Condition"** means the level of service that Orange provides during Business Hours when the Location is located in the same country as, and situated within 50km radius of, the nearest Orange Service Center. Normal Service conditions can extend beyond Business Hours; the specific support window depends on the availability of local Service Center which is specified in Exhibit A (Customer Specific Service Levels).
- "Outage"** means the non-availability of the Business VPN Satellite Service – Terrestrial Shared at a Location, which prevents Customer or any User from sending or receiving data using the Service.
- "PE Router"** means the Orange router allowing a CE Router to be connected to the Business VPN Satellite Service.
- "Qualifying Charges"** means all Monthly recurring Charges for the Business VPN Satellite Service - Terrestrial Shared at a Location, excluding all VSAT License Charges and all one-time Charges (e.g. installation, project management, and professional services charges).
- "RA" or "Router Availability"** means the time the CE Router and its access link to the PE Router are up and running. RA is expressed as a percentage of up time versus the total time for the observation period.
- "RTD" or "Round Trip Delay"** means the elapsed time taken for the two-way transmission of a packet between two CE Routers belonging to the same Customer Virtual Private Network and connected through an Entry Node and an Exit Access Node to PE Routers. The RTD is expressed in milliseconds (ms).
- "Scheduled Maintenance"** means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Orange Network.
- "SA" or "Site Availability"** means the virtual communication link availability, expressed as a percentage, between a CE Router and the Orange PE Router to which the CE Router is connected, including the satellite connection and the part of the Orange Network that provides connectivity for the Location.
- "Satellite Equipment"** means the devices required to carry Customer's VSAT traffic from the Customer's remote Location to the hub Location and vice versa.
- "Satellite Spare Parts"** means the spare parts of the Satellite Equipment stocked at a Customer Location or Orange Service Center to replace a Satellite Equipment part used to provide the Business VPN Satellite Service which breaks down. The Satellite Spare Parts consist of a satellite modem and radio frequency equipment.
- "Third Party Intervention"** means intervention by any person not authorized by Orange.
- "VSAT"** means very-small-aperture terminal.
- 1.3 Service Level Objective for Standard Service and Back-Up Service.** The Service Levels applicable to Standard Service and Back-Up Service for Site Availability set out in Clause 1.4 (**Service Levels for Site Availability**) and Round Trip Delay set out in Clause 1.6 (**Round Trip Delay**) shall be considered as Service Level Objectives (SLOs) only for which there are no remedies, financial or otherwise, associated with non-achievement; provided, however, monitoring Site Availability and Round Trip Delay is only possible if Customer installed a CE Router managed by Orange.
- 1.4 Service Levels for Site Availability.** Site Availability is derived from the router availability. The Site Availability Service Level for Locations in Normal Service Conditions is 99.5%; provided that Customer has supplied the Satellite Spare Parts for the Location. For Locations outside of Normal Service Conditions, specific Service Levels for Site Availability may be set forth in Exhibit A (Customer Specific Service Levels).

If the Site Availability Service Level for Premium Service or Extended Service is not achieved for a Location, Customer will receive a credit against Qualifying Charges for the affected Location, calculated as follows:

- Total Outages less than or equal to 1 hour in excess of the committed Site Availability percentage: No credit will be payable to Customer.
- Total Outages in excess of the committed Site Availability Service Level: one (1) day's Qualifying Charges for each 1% of Outage up to a maximum of 50% of the Qualifying Charges for the affected Location. The credit is limited to a maximum of 3 months of Qualifying Charges during any rolling 12 months period.

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

- Cancel the Business VPN Satellite Service – Terrestrial Shared at the affected Location if the maximum credit is due in 2 consecutive Months, or in any 4 Months during any rolling 12-Month period, by giving at least 30 days prior written notice; and
- Cancel the relevant Business VPN Satellite Service at all Locations if the maximum credit is due in 2 consecutive Months, or in any 4 Months during any rolling 12-Month period, for the same Service Level at more than 50% of the total number of Business VPN Satellite Service Locations, by giving Orange at least 30 days prior written notice. For purposes of this remedy, non-achievement of the Service Level at a Gateway - Hub Location that causes non-achievement of the same Service Level at other Locations will be counted as one event of non-achievement.

**1.5 Service Level for Orange Service Delivery.** Orange will use commercially reasonable efforts to ensure that the Date of Acceptance of the Service at each Location occurs no later than the Committed Delivery Date agreed to by the Parties. If the Date of Acceptance of the Service at a Location is later than the Committed Delivery Date, and the delay is caused by Orange, Customer will be entitled to a credit of US \$50 up to a maximum of US \$1,000 per Location, or the relevant installation Charge, whichever is higher, for each full day of delay. Delays due to customs clearance or acquiring a VSAT license will be deemed delays due to a Force Majeure Event.

**1.6 Round Trip Delay.** For Premium Service and Extended Service, Orange will provide Service Levels on router-to-router Round Trip Delay. The RTD is measured from CE Router to Teleport PE Router, using values reported by the satellite network management system (NMS).

The RTD is calculated on a Monthly basis. The RTD Service Levels from the hub to the Customer's remote Locations is 700 milliseconds.

If the RTD Service Level is not achieved, Customer will receive a credit against the Qualifying Charges for the affected Locations, calculated as follows:

- If the actual RTD is higher than RTD Service Level by less than or equal to 10%: No credit will be payable to Customer.
- If the actual RTD is higher than RTD Service Level by greater than 10%: Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Outage occurred. The credit will be calculated as 1% of Qualifying Charges for every 1% by which actual RTD is higher than the RTD Service Level, up to a maximum credit of 50% of Qualifying Charges for the affected Locations.

All credits will be pro-rated on a per millisecond basis. The RTD Service Levels set forth in this Clause 1.6 are indicative metrics only and are strongly dependent on the actual network size mutually agreed between Customer and Orange. During the 3 Months following the completion of the installation of Customer's entire Business VPN Satellite Service network, Orange will evaluate these indicative Service Levels. If necessary, the Parties will execute an amendment to the Agreement containing the final committed RTD Service Levels. Customer will not unreasonably withhold, condition, or delay its consent to or execution of any such amendment.

**1.7 Service Level for Packet Loss Ratio.** For Premium Service and Extended Service, the Packet Loss Ratio (PLR) is measured from satellite modem to the satellite protocol processor. It is not measured per Class of Service but continuously monitored by Orange reporting application. The PLR Service Level for Locations from the hub to the Customer's remote Locations is 0.5%.

If the PLR Service Level is not achieved, Customer will receive a credit against the Qualifying Charges for the affected Locations, calculated as follows:

- If the actual PLR is higher than PLR Service Level by less than or equal to 10%: No credit will be payable to Customer.
- If the actual PLR is higher than PLR Service Level by greater than 10%: Customer will be entitled to receive a credit against the Qualifying Charges for the affected Location where the Outage occurred. The credit will be calculated as 1% of Qualifying Charges for every 1% by which actual PLR is higher than the PLR Service Level, up to a maximum credit of 50% of Qualifying Charges for the affected Locations.

**1.8 Service Level Objective for Jitter.** The target Service Level for Jitter is 50 milliseconds; provided, however, monitoring Jitter is only possible if Customer installed a CE Router managed by Orange. Therefore, the Service Level for Jitter shall be considered as a Service Level Objective (SLO) only for which there are no remedies, financial or otherwise, associated with non-achievement.

- 1.9 Conditions and Exclusions.** This document and Customer's entitlement to the remedies set out in this document are subject to the following conditions and exclusions:
- (a) The remedies contained in this document are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels under this Service Level Agreement. Notwithstanding anything to the contrary contained herein or in the Agreement, the Service Levels for Standard Service and Back-Up Service will be deemed performance level targets ("**SLOs**" or "**Service Level Objectives**") only and for which there are no remedies, financial or otherwise, associated with non-achievement of the SLOs.
  - (b) Orange's Scheduled Maintenance or emergency maintenance of the Business VPN Satellite Service – Terrestrial Shared, 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 Satellite Service – Terrestrial Shared 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 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. Orange will issue all undisputed credits within 90 days of Customer's written claim.
  - (d) Customer must exercise any right to terminate the Business VPN Satellite Service – Terrestrial Shared provided under this document within 60 days of the breach that gave rise to Customer's right to terminate the Business VPN Satellite Service – Terrestrial Shared at the affected Locations. If Customer does not notify Orange in writing of its election to terminate the Business VPN Satellite Service – Terrestrial Shared within the 60-day period, then Customer's right to terminate the Business VPN Satellite Service – Terrestrial Shared in connection with such breach will lapse.
  - (e) Any termination of the Business VPN Satellite Service – Terrestrial Shared by Customer due to Orange's failure to meet any Service Level under this SLA is without financial liability to Customer, other than Customer's liability to pay for the Business VPN Satellite Service – Terrestrial Shared provided before the effective date of termination.
  - (f) In no event will total credits due for any unachieved Service Level in any Month exceed 100% of the Qualifying Charges for the affected Location in that Month.
  - (g) The Service Level for Service Delivery described in Clause 1.5 (Service Level for Orange Service Delivery) is only applicable if Orange does not waive, and if Customer pays, the Charges for installation of the Business VPN Satellite Service – Terrestrial Shared at the relevant Location.
  - (h) Unless otherwise specified, the measurement period for all Service Levels commences on the first day of the Month and ends on the last day of the Month.
  - (i) Service Levels for Site Availability and Round Trip Delay will be measured from the first full Month following the Date of Acceptance of the Business VPN Satellite Service – Terrestrial Shared at the relevant Location.
  - (j) With respect to the Site Availability Service Level, Outages caused by a CE Router or Satellite Equipment failure outside of Normal Service Conditions are excluded from the calculation of the total Outage. The Site Availability Service Level will apply to Locations situated further than 50km from an Orange Service Center, provided that the travel time from the Orange Service Center to the Location will be excluded from the Site Availability calculations. Customer must install appropriate monitoring software on its CE Router.
  - (k) The Service Level for Site Availability applies only if Satellite Spare Parts are available at the Location. Customer will be responsible for ordering the Satellite Spare Parts and for provisioning the Satellite Spare Parts to Orange in the event of an Incident. The Site Availability Service Level also applies when a regional sparing policy for Customer remote Locations has been mutually agreed with Orange; provided, however Satellite Spare Part shipping time will be excluded from the Site Availability calculations.
  - (l) In no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by, and Service Levels expressly exclude any time attributable to, the exclusions specified in Exhibit B (Satellite Specific Outages), Third Party Intervention, Scheduled Maintenance, physical disruption to the satellite connections not caused by Orange or the satellite access providers, failure of the satellite, or by any act or omission of Customer or any Customer-authorized user of the Orange Network, including any unauthorized changes to the Orange Network, any changes in the internal routing or protocols in Customer's network, or failure or disconnection of Customer's equipment.

**EXHIBIT A CUSTOMER SPECIFIC SERVICE LEVELS**

The following Service Levels for Site Availability are applicable to the specific Locations set out in Table 1.

**Table 1: Site Availability**

Locations	Orange Support <50 km	Support Window	Site Availability (%)

**EXHIBIT B SATELLITE SPECIFIC OUTAGES**

Table 2 lists a series of causes for Outages with an indication of responsibility and whether the Outage should be included in the calculation of the Service Level for Site Availability.

**Table 2: Causes of Satellite Specific Outages**

	Cause of Outage	Responsibility of Orange	Service Level Guarantee
1	Breakdown of Satellite Service CPE of the Location.	Yes	Yes
2	Breakdown or peaks of the power supply at a Location (note 1).	No	No
3	Breakdown of equipment of the Gateway - Hub Location.	Yes	Yes
4	Breakdown of the power supply at the Gateway - Hub Location.	Yes	Yes
5	Agreed maintenance and testing works by Orange (note 2).	Yes	No
6	Interruption of the availability of space segment (note 3).	Yes	No
7	Interference from other systems and/or transmissions (note 4).	No	No
8	Rainfall Outages (note 5).	No	Yes
9	Short time Outages < 10 min. caused by weather (note 6).	No	Yes
10	Outages due to severe weather conditions (note 7).	No	No
11	Sun Outages (note 8).	No	No
12	Satellite breakdown (note 9).	No	No
13	Force Majeure.	No	No

Notes:

- Customer is responsible for the power supply on its premises.
- Outages due to scheduled maintenance or reasons for which Customer is responsible will not be included in the calculation of Site Availability.
- Satellite operators have the right to interrupt the availability of the space segment for troubleshooting purposes in case of serious danger to the satellite.
- This concerns electromagnetic interference from signals and transmissions from other satellite systems, VSATs and terrestrial transmitters and radio links. It also concerns obstacles constructed or installed between the remote Satellite Equipment and the line of sight to the satellite. Orange is not responsible for such interruptions, but will help Customer to rectify the situation and re-establish the Service. All costs incurred by Orange in addressing issues related to interference will be charged to Customer.
- For all Locations connected by C-band (4/6 GHz), Outages caused by rainfall are lower than 0.01% and by Ku-band; Outages caused by rainfall are lower than 0.1% of the Committed Time Interval (CTI) for the Site Availability.
- Short time Outages of <10 min. caused by weather (e.g. heavy rains, wind, and lightning) are not taken into consideration for the Site Availability calculation; whether there is a single or multiple such interruptions during any given day.
- Severe weather conditions (including snow, ice, etc.) - For Locations in areas that are subject to particularly severe weather conditions, specific equipment design (de-icing, etc.) should be considered to avoid Outages.

8. Depending on the geographical position of the Location, there may be Outages resulting from the sun's position in spring and autumn each year. The duration of each sun outage is 5 to 8 minutes over a five (5) day period. During a sun Outage, the quality of the receiving channel at the Location can cause an interruption of the network connection. The maximum loss of Site Availability by sun Outage is 0.015% per year. At Customer's option and for an additional Charge, Orange will inform Customer of the anticipated dates/times of a sun Outage period approximately one (1) week before such period occurs.
9. Satellite breakdown is a Force Majeure Event. Nevertheless, Orange will use commercially reasonable efforts to switch the network to a reserve satellite.

**END OF SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SATELLITE SERVICE – TERRESTRIAL SHARED**