



PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE LAN

1.1 Introduction

This SLA describes the Service Levels applicable to the Flexible LAN Service. 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 Flexible LAN, the Specific Conditions for Network Services, the Operational Conditions or elsewhere in the Agreement.

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

"**Incident Report**" means the documentation initially created by Orange when an Incident is reported, as well as the set of actions taken or to be taken by Orange to remedy an Incident. Cases are opened reactively when Customer reports an Incident, or proactively when the Orange internal monitoring systems detect an Incident and issue an alarm.

"**On-Site Maintenance Services**" means the on-site maintenance services that Orange will provide to restore the Switch to Proper Operational Condition in the event of an Incident, which may include remote diagnostics and troubleshooting or on-site replacement of non-functioning hardware.

"**Outage**" means the non-availability of Flexible LAN at a Location, which prevents Customer or any User from sending or receiving data using Flexible LAN.

"**Proper Operational Condition**" means the correct operational status of the Switch, which includes the ability of the Switch to run its specified operating system software, but not applications software.

"**Repair Time**" means elapsed hours and minutes from the time the Orange field engineer arrives at the Location until the time the Switch is restored to Proper Operational Condition.

"**Response Time**" means the elapsed hours and minutes from the time a Case is opened and until the time the Orange field engineer arrives at the Location.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to implement generic changes to, or generic version updates of, the Flexible LAN, LAN Access, or IP VPN Service or the Orange Network.

"**Service Center**" means the Location from which an Orange field engineer is dispatched to provide the On-Site Maintenance Services at a Location.

"**Device Availability**" means the time that a Switch is up and running. It is expressed as a percentage of up time versus the total time for the observation period, as follows:

$$\text{Device Availability} = \frac{\text{Observation Period} - \text{Total Downtime}}{\text{Observations Period}} \times 100$$

"**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, is subject to the following conditions and exclusions:

- (a) Service Levels are measured on a monthly or quarterly basis, as set forth herein. Service Levels will apply from the first full month following the Committed Delivery Date for Flexible LAN at the relevant Location.
- (b) All Service Levels are measured at the overall contract level, not at an individual Location, country, or regional level, unless otherwise specified.
- (c) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to provide Flexible LAN in accordance with the Service Description for Flexible LAN and this SLA.
- (d) Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the measurement period 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.
- (e) The Service Levels in this SLA will not apply to the extent that non-achievement of a Service Level resulted from a failure of network services or equipment being provided by a third-party telecommunications provider or resulted from the third party vendor's refusal to cooperate with Orange in the resolution of the Incident.
- (f) Notwithstanding anything to the contrary contained in this SLA, in no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure Event, Scheduled Maintenance, Third Party Intervention or environmental conditions, or by any act or omission of Customer or any Customer-authorized user of Flexible LAN. provides Orange customers with operations management of the WAN, LAN, or WAN and LAN, as applicable, including WAN routers, LAN switches, or WLAN Devices.

1.4 Service Level for Device Availability

Device Availability is calculated on a monthly basis, and the Service Level for Device Availability is as follows.

Table 1: Device Availability Service Level

Service Level (%)	99.50%
If the Device Availability Service Level is not achieved, Customer will receive a credit against the monthly recurring Charges for Flexible LAN at the affected Locations, calculated as follows:	
Total Outages less than or equal to 1 hour in excess of the committed Device Availability percentage.	No Credit
Total Outages greater than 1 hour in excess of the committed Device Availability percentage.	One thirtieth (1/30th) of the Switch monthly recurring Charges for each hour of Outage up to a maximum of 100% of Flexible LAN monthly recurring Charges for the Switch that experienced the Outage.
All credits will be pro-rated on a per minute basis.	

If Customer also is entitled to receive credits under Clause 4 (Service Levels for Device Availability) of the SLA for the Orange IP VPN Service as a result of a similar Outage, then Customer shall receive the greater of the credits due and owing to Customer under both Clause 1.4 of this SLA for Flexible LAN and Clause 4 of the SLA for the Orange IP VPN or Business VPN Service. In no event shall Customer receive credits under both Clauses of the SLAs for the same Outage.

1.5 Service Levels for Incident Management Onsite Support

1.5.1 Service Levels. The following Service Levels apply to the Incident Management On-Site Support provided for Flexible LAN, based on the type of Service Management Services (e.g. 24x7, Enhanced, or Standard) applicable to the relevant Location. For 24x7 and Enhanced Service Management Services, Customer will elect to receive either the Basic or Advanced Service Levels, as identified in the relevant Order, and the Advanced Service Levels will be subject to applicable Charges. Notwithstanding anything to the contrary otherwise contained in this SLA, the Service Levels for Standard Service Management Support are targets only, and there are no remedies (financial or otherwise) associated with non-achievement of such Service Levels targets.

Table 2: Device Availability Service Level

Service Level	Distance from Service Center			Coverage Hours	Response Time	Repair Time
	<50 km	>50 km <100 km	>100 km <200 km			
24x7	X			24x7	4 Hours	3 Hours
		X		24x7	6 Hours	3 Hours
			X		10 Hours	3 Hours
8x5	X			NBH	NBD	3 BH
		X		NBH	NBD	3 BH
			X	NBH	NBD	3 BH

NBH = Normal Business Hours; NBD = Next Business Day; BH = Business Hours

1.5.2 Service Level Target

Excluding any Locations receiving Standard Service Management support, Orange will respond to and restore the Switch within the Service Levels set forth in Clause 1.5.1 for no less than 90% of all Incidents reported that require Incident Management On-Site Maintenance Support during each quarter, calculated as follows:

(Total Number of Incidents reported for which Orange met the Service Level response target + Total Number of Incidents reported for which Orange met the Service Level repair target) / (Total Number of Incidents reported + Total Number of Incidents reported).

For example: Customer reported 296 Incidents requiring On-Site Maintenance Services during quarter N. Orange responds within the Service Level on 289 of those incidents and repairs the Switch to Proper Operational Condition within the Service Level on 286 of those incidents. The performance percentage for quarter N will be calculated as follows: (289 + 286) / (296 + 296) = .97, or 97%.

1.5.3 Remedies for Unmet Service Levels. Subject to Clause 1.5.4 below, Orange will remit the following credits for Switches for which the 24x7 or Enhanced Service Level was not met.

When the Orange performance for the quarter is within 80.00-89.99%.	20% of the quarterly Charge for Incident Management On-Site Support applicable to each Switch for the quarter in which Orange did not meet the Service Level target.
When the Orange performance for the quarter falls below 80.00%.	40% of the quarterly Charge for Incident Management On-Site Support applicable to each Switch for the quarter which Orange did not meet the Service Level target.

- 1.5.4 **Exclusions.** The following will be excluded from the Service Level target for On-Site Maintenance Services:
- (a) All non-hardware Incidents reported (e.g. circuit and software-related Incidents);
 - (b) Incidents reported for Locations that have not been properly and correctly identified by the Customer;
 - (c) Incidents reported for Locations that have been operational for less than 30days;
 - (d) Incidents reported for any Switch that is not managed by Orange or for a Switch that has been relocated or modified without the consent or approval from Orange; and
 - (e) Incidents reported where the field engineer is prevented from meeting the SLA due to Customer delaying access to the Location, Switch, or other applicable equipment.

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE LAN