

## **PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT SERVICE (FOR SERVICE WITH ORANGE-MANAGED ROUTERS)**

### **1.1 Introduction**

This Service Level Agreement ("**SLA**") describes the Service Levels applicable to the Orange Internet Direct Service provided **with** Orange managed routers (the "**Service**"). The failure by Orange to meet a Service Level may entitle Customer to credits against Charges, and/or other remedies as described in this SLA.

### **1.2 Definitions**

As used in the context of Internet Direct Service, the following words shall have the meanings defined in this Clause 1.2.

"**Agreement**" means the contract between Orange and Customer for provision of the Service, of which this SLA is a part.

"**Back-Up**" means a redundant Tail Circuit with automatic switching capability on a separate circuit path to the Tail Circuit. Back Up for hub or host Locations must include equivalent service levels and diverse routing.

"**CPE**" or "**Customer Premises Equipment**" means the hardware (including cables, connectors, and software) at Locations, as may be supplied by Orange as part of the Network Services.

"**Committed Delivery Date**" means the date at which, by common agreement between Orange and the Customer, the Service will be delivered to a specified Location.

"**Dual Access**" means that there is totally diverse routing from the Customer CPE router(s) at a Location to the Orange backbone so that there is no single point of failure.

"**Location**" means each Customer or User site to be provided with the Service, as identified in Order Forms.

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

"**Network**" means the Orange network used by Orange to provision the Network Services, excluding Tail Circuits, public networks, and CPE.

"**Network Services**" means the Orange data network services as described in the applicable Service Descriptions.

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

"**Outage**" means the non-availability of the Service at a Location that prevents Customer or User from sending or receiving data when using the Service.

"**Qualifying Charges**" means all monthly recurring Charges for the Service excluding Tail Circuit Charges and all one-time Charges, such as installation, project management, and professional services Charges.

"**RA**" or "**Router Availability**" means the time the router and its access link to the Orange CPE are up and running. It is expressed as a percentage of up time versus the total time for the observation period.

"**SA**" or "**Site Availability**" means the virtual communication link availability, expressed as a percentage, between a Location and the Orange Node to which the managed Router CPE is connected.

"**Scheduled Maintenance**" means maintenance scheduled by Orange to occur during low network traffic periods three to five times per year to implement generic changes to, or generic version updates of, the Network and lasting an average of five minutes each.

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

"**TO**" or "**Telecommunications Operator**" means an entity authorized to own, lease, and operate telecommunications circuits.

### **1.3 Conditions and Exclusions**

This SLA is subject to the following conditions and exclusions:

- The remedies contained in this SLA are Customer's sole and exclusive remedy for any failure by Orange to provide the Service in accordance with the Agreement.
- Periodic routine, non-routine, or emergency maintenance of the Service by Orange, 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 Service in accordance with the Agreement.
- Orange must receive all claims for credits for unachieved Service Levels within 60 days following the end of the Month in which Customer alleges that a 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 applicable credits within 90 days after Customer's written claim.
- Customer must exercise any Service termination right provided under this SLA within 60 days of the breach that gave rise to Customer's right to cancel the Service. If Customer does not notify Orange in writing of its election to cancel the Service within the 60-day period, then Customer's right to terminate the Service in connection with said breach shall lapse.
- Any termination of the Service by Customer due to the failure by Orange to meet any Service Level under this SLA is without financial liability to Customer, other than Customer's liability to pay for the Service provided before the effective date of termination.

- 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(s) in that Month.
- The Service Level for Orange Service Delivery is only applicable if the Service implementation fee is being charged to and is paid by Customer.
- 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.
- Service Levels for Site Availability will be measured from the first full Month following the Date of Acceptance of the Service at the relevant Location.
- With respect to Site Availability Service Level, for any Location that (a) is outside of the area of Normal Service (as defined in Clause 1.5) and (b) has only a single CPE installed, Outages caused by a CPE failure are excluded from the calculation of total Outages.
- The diversity of Tail Circuits in Dual solutions must be confirmed by TO.
- 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 or environmental conditions, power outages, failures to TO exchanges, physical disruption to Tail Circuits not caused by Orange or TOs, or by any act or omission of Customer or any Customer-authorized user of the Network.

**1.4 Service Levels for Service Availability**

Service Availability is expressed as "Site Availability" or "SA". Site Availability is derived from the Router Availability and depends on Customer site topology.

The Router Availability (RA) consists of the time the router and its access link to the Orange Global Network are up and running, but excludes Scheduled Maintenance or Customer initiated maintenance. It is expressed as a percentage of up time versus the total time for the observation period.

- In case of single router site topology, SA = RA.
- In case of dual router / leased line topology, SA = RA except that the site is not available only when the two routers are not available during the same 5 minute intervals.

The Site Availability includes availability of both the CPE router and the customer Tail circuit.

The Site Availability is calculated on a Monthly basis. The following Service Levels are applicable for the SA.

**Table 1: Site Availability Service Levels**

Region	Site Availability (%) Service Level for specific Site Topologies		
	Single Router (single Tail circuit)	Dual Access (single router, dual Tail circuits & Nodes)	Dual Access (dual routers, dual Tail circuits & Nodes)
Region A	99.80%	99.90%	99.95%
Region B	99.50%	99.80%	99.90%
Region C	99.00%	99.50%	99.80%
Region D	98.30%	99.00%	99.50%
Region E	-	98.30%	99.00%

The countries associated with regions A, B, C, D, and E are listed in Exhibit A (Regions)

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

Total Outages less than or equal to 1 hour in excess of the committed availability percentage.	No credit.
Total Outages greater than 1 hour in excess of the committed availability percentage.	1 day's Qualifying Charges for each hour of Outage up to a maximum of 100% of Qualifying Charges for the affected Locations.
All credits will be pro-rated on a per minute basis.	

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

- Cancel the Service at the affected Location if the maximum credit is due in 2 consecutive Months, or in any 4 Months during any 12-Month period, by giving Orange with at least 30 days prior written notice; or
- Cancel the Service at all Locations if the maximum credit is due in 2 consecutive Months, or in any 4 Months during any 12-Month period, at more than 50% of the total Locations, by giving Orange with at least 30 days prior written notice.

**1.5 Service Level Objective for Maximum Time To Attend ("MTTA")**

Orange targets a maximum-time-to-attend ("MTTA") of 4 hours if; (a) Customer notifies Orange of a fault in a CPE during normal Business Hours in the country where the Location is situated, and (b) the Location is situated within a 50-kilometer radius of the nearest Orange service center and which service center is located within the same country as the Location requiring service (both conditions hereinafter referred to as "Normal Service").

The MTTA starts from the time when Orange dispatches a technician and ends when the technician arrives at the Site. When the Customer requests a call out less than 4 hours prior to the end of the Business Hours, the MTTA calculation will stop at the end of Business Hours and will resume at that start of Business Hours on the next Business Day. Remedial service on CPE outside of Normal Service will be carried out soon as is practicably possible, taking into account the availability of service personnel, the time and date of Customer notification and the country concerned. If Orange fails to achieve the MTTA Service Level Objective, the Parties will meet to discuss the reasons and to agree any measures to ensure no repeat failures at the relevant Location.

**EXHIBIT A REGIONS**

Key	Country	Region
AF	Afghanistan	E
AL	Albania	E
DZ	Algeria	E
AD	Andorra	B
AO	Angola	E
AI	Anguilla	C
AG	Antigua & Barbuda	E
AR	Argentina	D
AM	Armenia	D
AW	Aruba	C
AU	Australia	A
AT	Austria	A
AZ	Azerbaijan	D
BS	Bahamas	D
BH	Bahrain	C
BD	Bangladesh	E
BB	Barbados	C
BY	Belarus	C
BE	Belgium	B
BZ	Belize	D
BJ	Benin	E
BM	Bermuda	C
BT	Bhutan	E
BO	Bolivia	E
BQ	Bonaire	D
BA	Bosnia & Herzegovina	C
BW	Botswana	E
BR	Brazil	C
BN	Brunei Darussalam	D
BG	Bulgaria	B
BF	Burkina Faso	E
BI	Burundi	E
KH	Cambodia	D
CM	Cameroon	E
CA	Canada	A
CV	Cape Verde	E
KY	Cayman Islands	C

Key	Country	Region
GA	Gabon	E
GM	Gambia	E
XX	Gaza-Strip	E
GE	Georgia	D
DE	Germany	A
GH	Ghana	E
GI	Gibraltar	B
GR	Greece	D
GD	Grenada	C
GP	Guadeloupe	C
GU	Guam	E
GT	Guatemala	D
GN	Guinea	E
GY	Guyana	E
HT	Haiti	E
HN	Honduras	D
HK	Hong Kong	A
HU	Hungary	B
IS	Iceland	A
IN	India*	D
ID	Indonesia	C
IR	Iran, Islamic Rep. of	E
IQ	Iraq	E
IE	Ireland	B
IL	Israel	B
IT	Italy	B
JM	Jamaica	D
JP	Japan	A
JO	Jordan	C
KZ	Kazakhstan	C
KE	Kenya	E
KR	Korea, Republic of	A
KW	Kuwait	C
KG	Kyrgyzstan	D
LA	Lao Pple's Dem. Rep.	E
LV	Latvia	A
LB	Lebanon	D

Key	Country	Region
NG	Nigeria	E
MP	Northern Mariana Is.	E
NO	Norway	B
OM	Oman	D
PK	Pakistan	E
PA	Panama	D
PG	Papua New Guinea	E
PY	Paraguay	C
PE	Peru	E
PH	Philippines	D
PL	Poland	B
PT	Portugal	B
PR	Puerto Rico	D
QA	Qatar	C
RE	Reunion	C
RO	Romania	C
RU	Russian Federation	B
RW	Rwanda	E
KN	Saint Kitts & Nevis	D
LC	Saint Lucia	D
WS	Samoa, Ind. State of	E
SM	San Marino	D
SA	Saudi Arabia	D
SN	Senegal	D
CS	Serbia & Montenegro	C
SC	Seychelles	C
SL	Sierra Leone	E
SG	Singapore	A
SK	Slovakia	A
SI	Slovenia	A
SB	Solomon Islands	E
SO	Somalia	E
ZA	South Africa	C
ES	Spain	B
LK	Sri Lanka	D
VC	St Vincent & The Grenadines	E
SD	Sudan	E

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Key	Country	Region
CF	Central African Rep.	E
TD	Chad	E
CL	Chile	D
CN	China	B
CO	Colombia	D
KM	Comoros	E
CG	Congo, Rep. the of	E
CD	Congo, The Dem. Rep.	E
CK	Cook Islands	E
CR	Costa Rica	C
CI	Cote d'Ivoire	E
HR	Croatia	C
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
LS	Lesotho	E
LR	Liberia	E
LY	Libyan Arab Jamahiriya	E
LI	Liechtenstein	B
LT	Lithuania	B
LU	Luxembourg	B
MO	Macau	D
MK	Macedonia	C
MG	Madagascar	D
MW	Malawi	E
MY	Malaysia	C
MV	Maldives	C
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
SR	Suriname	E
SZ	Swaziland	E
SE	Sweden	A
CH	Switzerland	A
SY	Syrian Arab Republic	E
TW	Taiwan	A
TZ	Tanzania	E
TH	Thailand	C
TG	Togo	E
TO	Tonga	E
TT	Trinidad & Tobago	C
TN	Tunisia	D
TR	Turkey	D
TM	Turkmenistan	E
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	E
VN	Viet Nam	C
VG	Virgin Islands, British	E
VI	Virgin Islands, U.S	E
EH	Western Sahara	E
YE	Yemen	E
ZM	Zambia	E
ZW	Zimbabwe	E

\*main cities

**END OF SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT SERVICE (FOR SERVICE WITH ORANGE-MANAGED ROUTERS)**