

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT 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 Internet Direct 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.

"Automation" means the Orange proprietary systems and processes that detect Incidents on the Network and create Incident Reports. Automation is only available if Customer subscribes to the Proactive Monitoring option described in the Service Description for Service Management. For clarity, Service Management is a separate service from Internet Direct Service.

"Customer Router" means the CE Router owned, supplied, installed, and managed by Customer at the Location for use with the Service.

"Dual Access" means that the Service at a Location has two Access Circuits that connect the CE Router(s) (in the case of Orange-Managed Router) or the Customer Router(s) (in the case of Customer-managed CE Router) to two PE Routers.

"Full Path Diversity" or **"FPD"** means that each Access Circuit that comprise the Dual Access has different path, as confirmed and maintained by such Access Circuit's Access Provider(s) during the applicable Service Term.

"GTTR" or **"Guaranteed Time To Repair"** means the time beginning when either the GCSC (after its receipt of an Outage notification from Customer) or the Automation creates the Incident Report for an Outage caused by a malfunctioning Orange-Managed Router or Orange provided Access Circuit and ending when the GCSC closes such Incident Report after informing Customer that the Service is restored.

"Incident" means a Service malfunction. Incident does not include Service unavailability during Scheduled Maintenance.

"Month" means a calendar month.

"Monthly Recurring Charges" or **"MRC"** means all monthly recurring Charges for the Service excluding all one-time Charges, (e.g. installation, project management, and professional services charges, etc.).

"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.

"Orange-Managed Router" or **"OMR"** means the CE Router that is owned, managed installed by Orange at the Location when Customer orders the managed router option for the Service, as described in the Service Description.

"Outage" means that Users cannot send or receive data using the Service at a Location.

"PE Router" or **"PE"** means the Orange provider edge router located in a POP.

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

"RTD" or **"Round Trip Delay"** means the elapsed time (expressed in milliseconds) for the two-way transmission of a packet between two PE Routers used by the Service to connect the source and destination Locations that comprise a Location pair.

"SA" or **"Site Availability"** means: (a) in the context of Internet Direct Service with Orange-Managed Router and Orange-provided Access Circuit(s), the combined uptime of such Access Circuit(s) and the Orange CE Router, and (b) in the context of Internet Direct Service with Customer Router(s) and Orange-provided Access Circuit(s), the uptime of such Access Circuit(s).

"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 SLO. Orange also may not provide any reporting for SLOs.

"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 five minutes each in order to implement generic changes to, or version updates of, the Network.

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

1.2 Overview

This SLA sets forth the Service Levels for the Service. Non achievement of a Service Level may entitle Customer to receive credits against Monthly Recurring Charges or terminate the Service, as set out in this SLA.

1.3 Service Levels for Availability

1.3.1 Site Availability. Actual Site Availability is calculated on a Monthly basis using the following formula:

$$SA = (1 - t_{\text{Outage}} / t_{\text{max}}) * 100$$

- SA = percentage representing Site Availability
- t_{Outage} = total number of hours that the Service was unavailable due to Orange during the relevant Month
- t_{max} = total number of hours for the applicable Month

The following Site Availability Service Levels apply.

Table 1: Site Availability Service Levels

Region	Site Availability (%) Service Level			
	Single Access Circuit with Single CE Router	Dual Access with Single CE Router	Dual Access without FPD and with Dual CE Routers	Dual Access with FPD and with Dual CE Routers
Region A	99.80%	99.90%	99.95%	100%
Region B	99.50%	99.80%	99.90%	99.93%
Region C	99.00%	99.50%	99.80%	99.85%
Region D	98.30%	99.00%	99.50%	99.75%
Region E	-	98.30%	99.00%	99.25%
The countries associated with regions A, B, C, D, and E are listed in Exhibit A (Regions).				

If the actual Site Availability is less than the applicable Site Availability Service Level, then Customer will receive a credit against the Monthly Recurring Charges for the Location where the Outage occurred. The credit will be equal to one thirtieth (1/30th) of the MRC for the Service at the Location for each full hour of Outage exceeding the Outage time allowed under the applicable Site Availability Service Level, up to a cumulative maximum credit of 100% of MRC for the Service at such Location. 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) The Site Availability Service Levels apply only if the Access Circuits are provided by Orange. For clarity the Site Availability Service Levels for Locations with Dual Access only apply if both Access Circuits are provided by Orange.
- (b) All Outages caused by a faulty Customer Router will not be included in the measurement of t_{Outage} and, therefore, such Outages will be excluded from the calculation of the actual Monthly Site Availability.
- (c) If the CE Router is an Orange-Managed Router and Customer has not ordered Automation for the Location, then Customer must report the Outage to the GCSC so that Orange can diagnose and verify the existence and cause of the Outage and create the Incident Report. If the CE Router is a Customer Router, then only the Outages caused by the Orange-provided Access Circuit and reported by the Customer to the GCSC will be included into the measurement of t_{Outage} .
- (d) If the Location only has one CE Router and such CE Router is an Orange-Managed Router, and if the Orange-Managed 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.
- (e) If the Location has dual CE Routers that are Orange-Managed Routers, the failure of one of the CE Routers does not constitute an Outage.
- (f) If the Location has Orange-provided Dual Access, the failure of one of the Access Circuits does not constitute an Outage.
- (g) If the Access Provider ceases to provide Full Path Diversity at a Location, then the Site Availability Service Level applicable to such Location will automatically convert from "Dual Access with FPD and with Dual CE Routers" to the "Dual Access Circuits without FPD and with Dual Orange CE Routers" Service Level retroactive to the beginning of the Month when the Access Provider ceased to provide Full Path Diversity.
- (h) The Site Availability Service Level does not apply unless Customer orders the Service Management's Service Optimize and Availability SLA options (as described in the Service Description for Service Management) for the Service.

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

- (a) cancel the Service at the Location if the maximum credit for such Location's Site Availability Service Level is due in 2 consecutive Months, or in any 4 Months during 12 Month rolling period, by giving Orange at least 30 days prior written notice; or

- (b) cancel the Service at all Locations if the cumulative maximum Site Availability Service Level credit 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 1.3.2, 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, 2020 through May 31, 2021, then the next 12-Month cycle will start on June 1, 2021 and end on May 31, 2022, and so on.

1.4 Service Levels for Guaranteed Time To Repair ("GTTR")

The GTTR Service Levels apply only to Service Locations where the malfunctioning CE Router is an Orange-managed Router and the malfunctioning Access Circuit is provided by Orange. The GTTR Service Levels are listed in Table 2 below, and Orange will report on GTTR Service Levels on a Monthly basis:

Table 2: Guaranteed Time To Repair Service Levels

Region	For Location with Single Access Circuit	For Location with Dual Access Circuits
Region A	Next Business Day	5 hours
Region B	Next Business Day	7 hours
Region C	Next Business Day	13 hours
Region D	Next Business Day +1	Next Business Day
Region E	Next Business Day +1	Next Business Day
The countries associated with regions A, B, C, D, and E are listed in Exhibit A (Regions).		

If the GTTR Service Level is not achieved, Customer will receive a cumulative maximum credit equal to 10% of the MRC 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 1.3.1 (Service Levels for Site Availability) above in connection with the same Outage, then Customer will only receive the greater of the credits due and owing under Clause 1.3.1 or this Clause 1.4 for the same Outage.

The GTTR Service Levels are subject to the following conditions, limitations, and exclusions, in addition to the conditions and exclusions set forth in Clause 1.7 (Conditions and Exclusions) below:

- If Customer has not ordered Automation for the Location, then Customer must report the Outage to the GCSC in accordance with the applicable Service Select or Service Management Service Description so that Orange can create the Incident Report and diagnose and verify the existence and cause of the Outage.
- If a malfunctioning Access Circuit caused the Outage, then the Access Provider will repair the malfunctioning Access Circuit during its maintenance service hours. If the Access Provider does not provide 24x7x365 maintenance support, then calculation of the actual time-to-repair will stop at the end of the Access Provider's maintenance hours and will resume at the start of the Access Provider's next maintenance hours.
- Customer must purchase either (i) Service Select - Extended Service Support and Service Select - Extended Service Delivery, or (ii) Service Optimize with Guaranteed Time To Repair SLA option (as described in the Service Description for Service Management) for the Service.
- The GTTR Service Level does not apply if Customer does not give Orange or the Access Provider (as the case may be): (i) information that is needed to restore the Service, or (ii) remote or physical access to the Orange managed Router(s) and Location.

1.5 Service Level for Round Trip Delay

PE-to-PE RTD is measured on a Monthly basis. The PE-to-PE RTD Service Level does not apply when Customer's traffic enters the peering point and beyond, and it does not include any Access Circuits or third-party networks (or time attributable thereto).

The PE-to-PE RTD Service Level is limited to 50 pairs of Locations, which will be identified in an attachment or exhibit to the Agreement, and such attachment/exhibit will be deemed an addendum to this SLA and subject to all of the terms and conditions set forth in this SLA.

Orange samples a Location pair's PE-to-PE RTD by sending packets from one PE Router to the other PE Router and then calculates the average of sampled PE-to-PE RTD values at the end of the Month. If the Location pair's actual Monthly average of sampled PE-to-PE RTD values is greater than the applicable PE-to-PE RTD Service Level, then Customer will be entitled to receive a credit equal to 5% of the MRCs for the Service at both Locations in the pair.

1.6 Service Level for Packet Loss Ratio

PE-to-PE PLR Service Level will be no greater than 0.5% and will be measured on a Monthly basis. The PE-to-PE PLR Service Level does not apply when Customer's traffic enters the peering point and beyond, and it does not include any Access Circuits or third-party networks (or packets lost with respect thereto).

The PE-to-PE PLR Service Level is limited to 50 pairs of Locations identified in an attachment or exhibit to the Agreement, and such attachment/exhibit will be deemed an addendum to this SLA and subject to all of the terms and conditions set forth in this SLA.

Orange samples a Location pair's PE-to-PE PLR by sending packets from one PE Router to the other PE Router and then calculates the average of sampled PE-to-PE PLR values at the end of the Month. If the Location pair's actual Monthly average of sampled PE-to-PE PLR values exceeds the PE-to-PE PLR Service Level: (a) by 0.01% percentage point or less, then no Service Level credit will be due to Customer; and (b) by more than 0.01% percentage point, then Customer will be entitled to a Service Level credit equal to 5% of the MRCs for the Service at both Locations in the pair.

1.7 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:

- 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 either (i) Service Select – Extended Service Support and Service Select – Extended Service Delivery or (ii) Service Optimize with the Availability SLA option and Guaranteed Time to Repair SLA option (as mentioned in Clause 1.3.1 (Service Levels for Site Availability) and Clause 1.4 (Service Levels for Guaranteed Time to Repair (GTTR)) above. Notwithstanding anything to the contrary contained in this SLA, if Customer does not purchase Service Select – Extended Service Delivery or all such Service Optimize with the Availability SLA options, then all Service Levels will automatically convert into, and will be treated as an SLO, and all remedies, financial or otherwise, associated with non-achievement of any Service Level will be null and void.
- The Orange Scheduled Maintenance or emergency maintenance of the Service or the 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 Service in accordance with the Agreement.
- 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.
- Customer must exercise any 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 shall lapse.
- 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 for the Service provided up to the date that the Service is actually disconnected by Orange.
- 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 MRCs for the affected Location(s).
- Unless otherwise expressly stated in this SLA, the measurement period for all Service Levels will start on the first day of the Month and will end on the last day of the Month.
- All Service Levels will begin on the first full Month following the Date of Acceptance of the Service at the relevant Location.
- 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 Orange CE Router is installed), power outages, disruption to Access Circuits not caused by Orange or Access Providers, or by any act or omission of User or Customer-authorized user of the Service.
- The Service Levels do not apply to a Location unless the Parties expressly identify the Location (in the case of the Site Availability and GTTR Service Levels) or the Location pair (in the case of the PE-to-PE RTD and PE-to-PE PLR Service Levels) in an attachment or exhibit to the Agreement. Such attachment/exhibit will be deemed an addendum to this SLA and subject to all of the terms and conditions set forth in this SLA.

EXHIBIT A 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	A
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	D	GR	Greece	C	PY	Paraguay	C
AM	Armenia	D	GD	Grenada	C	PE	Peru	E
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	A
AZ	Azerbaijan	D	GN	Guinea	E	PR	Puerto Rico	D
BS	Bahamas	D	GY	Guyana	E	QA	Qatar	C
BH	Bahrain	C	HT	Haiti	E	RE	Reunion	C
BD	Bangladesh	E	HN	Honduras	D	RO	Romania	B
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	WS	Samoa, Ind. State of	E
BM	Bermuda	C	IR	Iran, Islamic Rep. of	E	SM	San Marino	D
BT	Bhutan	E	IQ	Iraq	E	SA	Saudi Arabia	C
BO	Bolivia	E	IE	Ireland	B	SN	Senegal	D
BQ	Bonaire	D	IL	Israel	A	CS	Serbia & Montenegro	C
BA	Bosnia & Herzegovina	C	IT	Italy	B	SC	Seychelles	C
BW	Botswana	E	JM	Jamaica	D	SL	Sierra Leone	E
BR	Brazil	C	JP	Japan	A	SG	Singapore	A
BN	Brunei Darussalam	D	JO	Jordan	B	SK	Slovakia	A
BG	Bulgaria	B	KZ	Kazakhstan	C	SI	Slovenia	A
BF	Burkina Faso	E	KE	Kenya	E	SB	Solomon Islands	E
BI	Burundi	E	KR	Korea, Republic of	A	SO	Somalia	E
KH	Cambodia	D	KW	Kuwait	C	ZA	South Africa	C
CM	Cameroon	E	KG	Kyrgyzstan	D	ES	Spain	B
CA	Canada	A	LA	Lao People's Dem. Rep.	E	LK	Sri Lanka	C
CV	Cape Verde	E	LV	Latvia	A	VC	St Vincent & The Grenadines	E
KY	Cayman Islands	C	LB	Lebanon	D	SD	Sudan	E
CF	Central African Republic	E	LS	Lesotho	E	SR	Suriname	E
TD	Chad	E	LR	Liberia	E	SZ	Swaziland	E
CL	Chile	D	LY	Libya, State of	E	SE	Sweden	A
CN	China	B	LI	Liechtenstein	B	CH	Switzerland	A
CO	Colombia	C	LT	Lithuania	B	SY	Syrian Arab Republic	E
KM	Comoros	E	LU	Luxembourg	B	TW	Taiwan	A
CG	Congo, Rep. the of	E	MO	Macau	D	TZ	Tanzania	E
CD	Congo, The Dem. Rep.	E	MK	Macedonia	C	TH	Thailand	C
CK	Cook Islands	E	MG	Madagascar	D	TG	Togo	E
CR	Costa Rica	C	MW	Malawi	E	TO	Tonga	E

Key	Country	Region	Key	Country	Region	Key	Country	Region
CI	Cote d'Ivoire	E	MY	Malaysia	C	TT	Trinidad & Tobago	C
HR	Croatia	B	MV	Maldives	C	TN	Tunisia	D
CU	Cuba	E	ML	Mali	E	TR	Turkey	C
CY	Cyprus	C	MT	Malta	B	TM	Turkmenistan	E
CZ	Czech Republic	A	MQ	Martinique	C	TC	Turks & Caicos Is.	E
DK	Denmark	A	MR	Mauritania	E	UG	Uganda	E
DJ	Djibouti	E	MU	Mauritius	C	UA	Ukraine	B
DM	Dominica	E	MX	Mexico	C	AE	United Arab Emirates	B
DO	Dominican Republic	D	MD	Moldova, Republic of	C	GB	United Kingdom	A
EC	Ecuador	D	MC	Monaco	A	US	United States	A
EG	Egypt	E	MN	Mongolia	C	UY	Uruguay	C
SV	El Salvador	D	MA	Morocco	C	UZ	Uzbekistan	C
GQ	Equatorial Guinea	E	MZ	Mozambique	E	VU	Vanuatu	E
ER	Eritrea	E	MM	Myanmar	E	VE	Venezuela	E
EE	Estonia	A	NA	Namibia	E	VN	Viet Nam	C
ET	Ethiopia	E	NP	Nepal	E	VG	Virgin Islands, British	E
FO	Faroe Islands	B	NL	Netherlands	A	VI	Virgin Islands, U.S.	E
FJ	Fiji	E	AN	Netherlands Antilles	C	EH	Western Sahara	E
FI	Finland	A	NC	New Caledonia	B	YE	Yemen	E
FR	France	A	NZ	New Zealand	A	ZM	Zambia	E
GF	French Guiana	D	NI	Nicaragua	D	ZW	Zimbabwe	E
PF	French Polynesia	B	NE	Niger	E			

*main cities

END OF SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT SERVICE