



PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR INTERNET ESSENTIAL

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 Essential 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.

“**24x7**” means 24 hours per day and 7 days per week.

“**Access Only**” means Internet Essential with Access Only, as described in the Service Description.

“**Automation**” means the Orange proprietary systems and processes that detect Incidents at the Customer’s Location 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 Essential.

“**Branch Site**” or “**Branch**” means a Location identified in the Order as a branch site. The Customer Hub is the central hub site, and the Branch Site is the spoke site.

“**Carrier Diversity**” means that each of the Dual Access Circuits will be routed by two different ISPs from their networks to the Location using different physical paths, and those Access Circuits will be connected to different ISP PoPs.

“**Customer-Managed Router**” or “**CMR**” will have the meaning defined in the Service Description.

“**Customer Hub**” or “**Hub**” means the Location where the probe for measuring the Internet RTD and the Internet PLR is installed. Typically, the Hub will be the Customer’s headquarters, datacenter, or a major service center. Only one Location can be designated as the Customer Hub.

“**Device-Time-To-Repair**” or “**DTTR**” 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 an Orange-Managed CE Router malfunction and ending when the GCSC closes such Incident Report after informing Customer that the Orange-Managed CE Router is restored.

“**Dual Access Circuits**” will have the meaning defined in the Service Description.

“**Fully Managed Service**” means Internet Essential with Fully Managed Service, as described in the Service Description.

“**GCSC**” means the Orange Global Customer Support Center.

“**Guaranteed-Time-To-Repair**” or “**GTTR**” means the time beginning when either the GCSC (after its receipt of an Outage notification from Customer) or the Automation creates the Incident Report about an Outage caused by a fault in the Internet Gold or an Orange-Managed CE Router and ending when the GCSC closes such Incident Report after informing Customer that the Internet Essential is restored.

“**Incident Report**” means the documentation created by the GCSC when an Incident is reported by Customer to the GCSC or detected by the Automation.

“**Incident**” means an Internet Essential malfunction. Incidents do not include Service unavailability during Scheduled Internet Essential Maintenance.

“**Internet Access**” will have the meaning defined in the Service Description.

“**Internet Gold**” will have the meaning defined in the Service Description.

“**Internet Silver**” will have the meaning defined in the Service Description.

“**Internet RTD**” means the round-trip travel time (measured in milliseconds) of the polled IP packets sent through the Internet Access from a Location Pair’s Customer Hub to its Branch Site and back to the Customer Hub. The IP packets are polled in 10-minute intervals.

“**Internet PLR**” means the polled IP packets that are lost during transit through the Internet Access from a Location Pair’s Customer Hub to its Branch Site. The IP packets are polled in 10-minute intervals.

“**ISP**” will have the meaning defined in the Service Description.

“**Last Mile Diversity**” or “**LMD**” means the last-mile diversity option for Dual Access Circuits, as described in the Service Description.

“**Location**” will have the meaning defined in the Service Description.

“**Location Pair**” means a pair of Locations consisting of one Customer Hub and one Branch Site that Orange will use for the Internet RTD Service Level and the Internet PLR Service Level (or SLO, as the case may be).

“**Minimum Location Pairs**” means the minimum number of Location Pairs that Customer must maintain during the term of the Agreement in order for the Internet RTD and Internet PLR Service Level (or SLOs, as the case may be) to apply. Orange will specify the Minimum Location Pairs by conducting a holistic analysis of the Internet Essential solutions deployed (or to be deployed) at all Locations.

“**Month**” or “**Monthly**” means a calendar month.

“**Monthly Recurring Charge**” or “**MRC**” means: (a) in the case of Access Only, the monthly recurring charge for the Internet Access circuit(s), and (b) in the case of Fully Managed Service, the monthly recurring charges for the Internet Access circuit(s) and Orange-Managed CE Router(s). For clarity, MRC excludes all Charges for any Internet Essential optional features.

“**Service**” means the Internet Essential.

“**Normal Service Condition**” means that: (a) the Location requiring a repair to the malfunctioning 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.

“**Probation Period**” means a 90-day period, which will begin after the Internet Essential is installed by Orange and accepted by Customer at both the Customer Hub and Branch Site that comprise a Location Pair.

“**Orange-Managed CE Router**” or “**OMR**” will have the meaning defined in the Service Description.

“**Outage**” means the Users cannot send or receive data using the Internet Essential.

“**Scheduled Internet Essential Maintenance**” means maintenance scheduled by Orange or the ISP to occur during low network traffic periods and lasting typically approximately 5 minutes each, in order to implement changes to, or version updates of, the Internet Access infrastructure or the OMR.

“**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.

“**Site Availability**” means: (a) in the context of Fully Managed Service, the combined uptime of Internet Access and the Orange-Managed CE Router during the Month, and (b) in the context of Access Only, the uptime of the Internet Gold during the month.

“**SLA**” means this Service Level Agreement for Internet Essential.

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

1.2 Overview

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

1.3 Service Levels for Site Availability

1.3.1 **Site Availability.** Actual Site Availability is calculated on a Monthly basis and expressed as a percentage using the following formula:

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

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

The Site Availability Service Levels for the Internet Essential are set forth Table 2 (Site Availability Service Levels for Regions A, B, C, D & E Locations) in Exhibit A (Tables) to this Service Level Agreement.

Subject to the limitations, conditions and exclusions described in this Clause 1.3 and in Clause 1.7 (Conditions and Exclusions), if the actual Site Availability is less than the applicable Site Availability Service Level, then Customer will be entitled to receive a credit against the Monthly Recurring Charge for the Location where the Outage occurred. The credit will be calculated as one forty-eighth (1/48th) of the Monthly Recurring Charge 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 the Monthly Recurring Charge. All credits will be pro-rated on a per minute basis.

1.3.2 **Site Availability Service Level Conditions.** Notwithstanding the foregoing or anything to the contrary in the Agreement, the Site Availability Service Level is subject to the following conditions:

- (a) Site Availability Service Level does not apply if the Service at the Location is Access Only with Internet Silver.
- (b) If the Service at the Location is Access Only, all Outages caused by a faulty CE 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 there is an Outage at a Location that is not within Normal Service Condition, and the Service only has one Orange-Managed CE Router and that OMR caused the Outage, then the travel time of the Orange field engineer to the Location to fix the Outage will not be included in the t_{Outage} .
- (d) If Customer has not ordered Automation for the Fully Managed Service at a 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.
- (e) If the Service at the Location is Access Only, only the Outages reported by Customer to the GCSC will be included into the measurement of t_{Outage} .
- (f) If the Service at a Location has Dual Access Circuits, then so long as one of the Internet Access circuits is still operational when the other one fails, an Internet Access failure is not an Outage. For clarity, the configuration of Dual Access Circuits does not include continuity switching between either Internet Access circuit in case the other Internet Access fails.
- (g) If the Service at a Location is Fully Managed Service equipped with two Orange-Managed CE Routers, then so long as one of the Orange-Managed CE Routers is still operational when the other one fails, the failure of an Orange-Managed CE Router is not an Outage. For clarity, the configuration of the Fully Managed Service with dual, Orange-Managed CE Routers does not include continuity switching between either Orange-Managed CE Router in case the other router fails.

- (h) Site Availability Service Level for "two (2) Internet Gold Connections with LMD" set out in Table 2 (Site Availability Service Levels for Regions A, B, C, D & E Locations) in Exhibit A (Tables) only applies if a Location has Dual Access Circuits and they are both Internet Gold circuits provided by the same ISP.
- (i) Subject to Clause 1.3.2(h) above, if Customer orders Dual Access Circuits with Last Mile Diversity and the ISP ceases to provide Last Mile Diversity at a Location, then the Site Availability Service Level for such Location will automatically convert from "Internet Essential has two (2) Internet Gold Connections With LMD" to the "Internet Essential has two (2) Internet Gold Connections" Service Level retroactive to the beginning of the Month when the ISP ceased to provide Last Mile Diversity.
- (j) The Site Availability Service Level applicable to the Internet Silver Service shall expressly not apply to any connectivity provided via cellular (4G/5G) access technology. The cellular (4G/5G) feature shall be provided by Orange on a reasonable-efforts basis, without any guarantee of availability, performance, or quality of service. Accordingly, Orange shall bear no liability for any unavailability, interruption, delay, or degradation of the cellular (4G/5G) feature.

1.3.3 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 a 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 1.3.3, 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, 2023 through May 31, 2024, then the next 12-Month cycle will start on June 1, 2024 and end on May 31, 2025, and so on.

1.4 Service Level for Guaranteed Time To Repair

1.4.1 GTTR Service Level. Subject to the limitations, conditions and exclusions described in this Clause 1.4 and in Clause 1.7 (Conditions and Exclusions), if the Service at a Location has an Outage that was caused by a fault in either the Internet Gold circuit or an Orange-Managed CE Router, then Orange will restore the Service within the applicable Guaranteed-Time-To-Repair Service Level indicated in Table 3 (GTTR and DTTR Service Levels for Regions A, B, C, D & E Internet Essentials) of Exhibit A (Tables) to this Service Level Agreement. The Service is considered restored 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 Service is still out of service. Orange will report the achievement or non-achievement of the GTTR Service Level on a Monthly basis.

If the actual repair time exceeds the applicable GTTR Service Level, then Customer will receive a cumulative maximum credit equal to 10% of the Monthly Recurring Charge for 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 1.4.1.

The GTTR Service Level only applies if all of the following conditions are satisfied:

- (a) Customer reported the Outage to the GCSC, or the Automation detected the Outage;
- (b) The Outage, as verified by the GCSC, was caused by a fault in either the Internet Gold circuit or the Orange-Managed CE Router; and
- (c) Customer gives Orange all information reasonably required to restore the Service and gives Orange remote and physical access to the Orange-Managed CE Router.

1.4.2 GTTR Limitations. In addition to the conditions set forth in Clause 1.4.1 (GTTR Service Level) and in Clause 1.7 (Conditions and Exclusions), the following conditions apply:

- (a) GTTR Service Level applies only to Locations that have Fully Managed Service with Internet Gold.
- (b) GTTR Service Level does not apply to Locations that have Access Only.
- (c) If the Service at a Location has Internet Silver and Internet Gold connections, the GTTR Service Level only applies if the Outage was caused by a fault in either the Internet Gold or the Orange-Managed CE Router. The GTTR Service Level does not apply if the Outage was caused by a fault in the Internet Silver or the Customer-Managed Router.
- (d) If the Outage was caused by a faulty Orange-Managed CE Router, then Orange will repair or replace such router during its maintenance service hours in the country where such router is situated. If Orange does not have 24x7 maintenance service hours in the country, then calculation of the actual time-to-repair will stop at the end of each day's maintenance hours and will resume at the start of the next maintenance hours.
- (e) If Customer does not order the Service Management's Proactive Monitoring option in respect to the Internet Essential, then only the Outages that Customer reports to the GCSC will be covered by the GTTR Service Level.
- (f) GTTR Service Level does not apply if there is no Outage to the Internet Essential.

1.5 Service Level for Device Time To Repair

1.5.1 **DTTR Service Level.** Subject to the limitations, conditions and exclusions described in this Clause 1.5 and in Clause 1.7 (Conditions and Exclusions), Orange will either fix or replace the faulty Orange-Managed CE Router that caused an Outage within the applicable Device-Time-To-Repair Service Level indicated in a Table 3 (GTTR and DTTR Service Levels for Regions A, B, C, D & E Internet Essentials) of Exhibit A (Tables) to this Service Level Agreement. The Orange-Managed 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 Internet Essential is still out of service. Orange will report the achievement or non-achievement of the DTTR Service Level on a Monthly basis.

If the actual repair time exceeds the applicable DTTR Service Level, then Customer will receive a cumulative maximum credit equal to 10% of the Monthly Recurring Charge for 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 1.5.1.

The DTTR Service Level only applies if all of the following conditions are satisfied:

- (a) Customer reported the Outage to the GCSC, or the Automation detected the Outage;
- (b) The Outage, as verified by GCSC, was caused by a fault in the Orange-Managed CE Router; and
- (c) Customer gives all information reasonably required by Orange to restore the Internet Essential and gives Orange remote and physical access to the Orange-Managed CE Router.

1.5.2 **DTTR Limitations.** In addition to the conditions set forth in Clause 1.5.1 (DTTR Service Level) and in Clause 1.7 (Conditions and Exclusions), the following conditions apply:

- (a) DTTR Service Level only applies if the Service at the Location where the Outage occurred is a Fully Managed Service with Internet Silver.
- (b) Orange will repair the faulty Orange-Managed CE Router during its maintenance service hours in the country where the Location is situated. If Orange does not have 24x7 maintenance service hours in the country, then calculation of the actual time-to-repair will stop at the end of each day's maintenance hours and will resume at the start of the next maintenance hours.
- (c) If Customer has not subscribed to Automation by not ordering the Service Management's Proactive Monitoring Option in respect to the Internet Essential, then only the Outages that Customer reports to the GCSC will be covered by the Device-Time-To-Repair Service Level.
- (d) DTTR Service Level does not apply if the Outage was not caused by a fault in Orange-Managed CE Router.
- (e) DTTR Service Level does not apply if there is no Outage to the Internet Essential.

1.6 Internet Access Path Performance Indicators

1.6.1 **General Conditions.** The Internet RTD and Internet PLR are the metrics for measuring the round-trip travel time and packet loss, respectively, of the polled IP packets during transit through the Internet Access. The measured round trip travel time of the polled IP packets will be averaged at the end of the Month, and the same will be done for the measured packet loss. The Parties will jointly select the Customer Hub and the Branch Site that will comprise the Location Pair(s) for the Internet RTD and the Internet PLR Service Levels. For purposes of the Internet RTD and Internet PLR performance metrics, Customer is limited to one Customer Hub only. Orange reserves the right to modify the Internet RTD and Internet PLR performance metrics in the event it permits Customer to have more than one Customer Hub. Orange will only report the actual Monthly average Internet RTD and Internet PLR during the Probation Period but there are no Internet RTD and Internet PLR Service Levels available at this time. The Internet RTD and Internet PLR Service Levels will be set by Orange and will be effective starting on the first full Month after the Probation Period. Subject to the conditions and exclusions set out in Clause 1.6.2 (Internet RTD), Clause 1.6.3 (Internet PLR) and Clause 1.7 (Conditions and Exclusions), the final Internet RTD and Internet PLR values are Service Levels if: (a) either condition described in Clause 1.6.1.1 or Clause 1.6.1.2 is met, and (b) all conditions stipulated in Clause 1.6.1.3 through Clause 1.6.1.7 are satisfied.

1.6.1.1 The Customer Hub and the Branch Site that comprise the Location Pair and that is used to measure the Monthly average Internet RTD and Monthly average Internet PLR are located in a Region A country or a Region B country listed in Exhibit B (Regions) of this SLA.

1.6.1.2 The Customer Hub and the Branch Site that comprise the Location Pair and that is used to measure the Monthly average Internet RTD and Monthly average Internet PLR are both located in the same Region C country, or the same Region D country listed in Exhibit B (Regions) of this SLA.

1.6.1.3 The Internet Access connections at the Location Pair's Customer Hub and the Branch Site must both be Internet Gold circuits.

1.6.1.4 Customer must permit the measurement probe(s) with full internet connectivity to be installed in the Customer Hub's virtual IT environment located in a demilitarized zone network.

1.6.1.5 If the Internet Essential uses any edge device that is provided or managed by Customer, then the edge device at the Location Pair's Branch Site must be reachable by Orange via a public IP address and be configured by Customer to respond to at least 50 Internet Control Message Protocol ("ICMP") polls every 10 minutes.

- 1.6.1.6 The total number of Location Pairs must at least be equal to the Minimum Location Pairs, and the Service Term of the Service at such Location Pair's Branch Site and Customer Hub must be at least 24 months and be coterminous with each other.
- 1.6.1.7 The Location Pairs for the Internet RTD and Internet PLR Service Levels will be agreed in writing by the Parties by completing Exhibit C (Location Pairs for Internet RTD and Internet PLR) and appending the completed Exhibit C to the Agreement as an addendum, exhibit, attachment or the like thereto. The completed Exhibit C, after it is appended to the Agreement, will be deemed incorporated by reference into this SLA.
- If neither condition described in Clause 1.6.1.1 or Clause 1.6.1.2 is met, or if Clause 1.6.1.3 is not satisfied, then the Internet RTD and Internet PLR values for the Location Pair are Service Level Objectives only and not Service Levels. If any of the conditions in Clause 1.6.1.4 through Clause 1.6.1.7 are not met, then there are no Service Level Objectives and Service Levels for Internet RTD and Internet PLR for the Location Pair.
- 1.6.2 **Internet RTD.** The Internet RTD Service Level represents the average round trip travel time of the polled IP packets when they transit the Internet Access from the Location Pair's Customer Hub to the Branch Site and back to the Customer Hub during the Month. At the end of the Month, Orange will calculate the average Internet RTD for that Month.¹
- 1.6.3 **Internet PLR.** The Internet PLR Service Level represents the percentage of polled IP packets that are dropped while in transit through the Internet Access from the Location Pair's Customer Hub to the Branch Site during the Month. At the end of the Month, Orange will calculate the average packet loss measurement.²
- 1.6.4 **Service Level Credit.** Subject to the limitations, conditions and exclusions described in this Clause 1.6.1.3 and in Clause 1.7 (Conditions and Exclusions), Customer will be entitled to receive the Service Level credit(s) described in Clause 1.6.4(a) or Clause 1.6.4(b) if Orange does not achieve the Internet RTD Service Level and/or the Internet PLR Service Level during a Month after the Observation Period. In no event will Customer be entitled to receive Service Level credit under both Clause 1.6.4(a) and Clause 1.6.4(b) for failure to meet the Internet RTD Service Level and/or Internet PLR Service Level during the same Month.
- (a) If Orange fails to meet the Internet RTD Service Level and/or the Internet PLR Service Level for only one Location Pair during a Month, Customer will be entitled to receive a Service Level credit equal to five percent (5%) of the sum of the Monthly Recurring Charges for that Location Pair's Customer Hub and Branch Site. For clarity, Customer will only be entitled to receive one Service Level credit even if Orange failed to achieve both the Internet RTD and Internet PLR Service Levels for that Location Pair during the Month.
 - (b) For failure to meet the Internet RTD Service Level and/or the Internet PLR Service Level at two or more Location Pairs during a Month, Customer will be entitled to receive:
 - (i) one Service Level credit equal to five percent (5%) of the sum of the Monthly Recurring Charges for all Branch Sites of the aforementioned Location Pairs, and
 - (ii) one Service Level credit equal to five percent (5%) of the Monthly Recurring Charge for the Customer Hub that is paired to the Branch Sites mentioned in paragraph (b)(i) above.
- For clarity, Customer will not be entitled to additional Service Level credits even if Orange failed to achieve both Internet RTD and Internet PLR Service Levels for any Location Pair during the Month.

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:

- (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 the Service Management's Service Optimize feature plus the Availability SLA option, the GTTR Service Level option, either Capacity Review option or Path Performance Service Level option, and the DTTR Service Level option. The Service Optimize feature and the aforementioned options are described in the Service Description for Service Management. Notwithstanding anything to the contrary contained in this SLA, if Customer ceases to purchase all such Service Optimize options, then all Service Levels will automatically convert into, and will be treated as SLO (except that if Customer does not subscribe to either the Capacity Review option or Path Performance Service Level option, then there will be no Service Level or SLO for the Internet RTD and Internet PLR), and all remedies, financial or otherwise, associated with non-achievement of any Service Level will be null and void.
- (b) Scheduled Internet Essential Maintenance or emergency maintenance of the Service or the other Orange Services (e.g. DNS and DHCP associated with the Service that are under imminent malicious attack), 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 Internet Essential 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

¹ Based on data collected by the measurement probe, polled IP packets that either do not have a recorded round trip latency measurement or zero round trip latency measurement will be discarded from the calculation of the Monthly average Internet RTD.

² Based on data collected by the measurement probe, polled IP packets that do not have a recorded packet drop measurement or have a 100% packet drop measurement (meaning an Outage) will be discarded from the calculation of the Monthly average packet loss.

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) In no event will Customer be entitled to receive Service Level credits for any failure to meet the Site Availability Service Level, GTTR Service Level, or DTTR Service Level arising from or related to the same Outage Incident.
- (e) The cumulative and total Service Level credits 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 Monthly Recurring Charges for the affected Location. For clarity, Monthly Recurring Charges exclude any and all one-time Charges (including, but without limitation, Charges for installation, project management and professional services) amortized into monthly payments by the agreement between Orange and the Customer.
- (f) Except for the Internet RTD and Internet PLR, all Service Levels and SLO will begin on the first full Month following the Date of Acceptance of the Internet Essential at the Location. The Internet RTD and Internet PLR Service Levels (or SLO, as the case may be) will begin on the first full Month after the Observation Period. Unless otherwise expressly stated in this SLA, the measurement period for all Service Levels and SLO will start on the first day of the Month and will end on the last day of the Month.
- (g) 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 Internet Essential 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 Internet Access not caused by Orange or the ISPs, or by any act or omission of Customer or any User.
- (h) With respect to the IPv6 communication protocol:
 - (i) no Site Availability Service Level is offered in relation to the usage of the IPv6;
 - (ii) no GTTR Service Level or DTTR Service Level is offered in relation to the usage of the IPv6; and
 - (iii) Incidents related to or caused specifically by the usage of the IPv6 are excluded from this SLA.

EXHIBIT A TABLES

Table 1: Service Levels Applicable to Internet Essential Service

Owner	Service Levels for Internet Essential	
	Internet Silver	Internet Gold
Orange-Managed CE Router	Site Availability Service Level DTTR Service Level	Site Availability Service Level GTTR Service Level
Customer Managed Router	Site Availability Service Level	Site Availability Service Level

Table 2: Site Availability Service Levels for Regions A, B, C, D & E Locations[†]

Region	Service Levels					
	1 Internet Silver Connection	2 Internet Silver Connections	1 Internet Gold Connection	1 Internet Gold and 1 Internet Silver Connections	2 Internet Gold Connections	2 Internet Gold Connections with LMD
Region A	99.00%	99.20%	99.60%	99.85%	99.90%	100%
Region B	98.50%	98.70%	99.45%	99.65%	99.70%	99.90%
Region C	98.00%	98.20%	98.90%	99.10%	99.20%	99.50%
Region D	97.00%	97.20%	98.50%	98.70%	99.00%	99.30%
Region E	95.00%	95.20%	95.20%	95.40%	95.50%	96.00%

[†] The countries associated with Regions A, B, C, D and E are listed in Exhibit B (Regions) to the Service Level Agreement.

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 forty-eighth (1/48th) 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.

Table 3: GTTR and DTTR Service Levels for Regions A, B, C, D & E Internet Essentials†

Region	Internet Access	Service Levels		
		1 or 2 Internet Silver Connections	1 Internet Gold and 1 Internet Silver Connections	1 or 2 Internet Gold Connections
Region A	Orange-Managed CE Router	DTTR Next Business Day	GTTR Next Business Day	GTTR Next Business Day
Region B	Orange-Managed CE Router	DTTR Next Business Day	GTTR Next Business Day	GTTR Next Business Day
Region C	Orange-Managed CE Router	DTTR Next Business Day	GTTR Next Business Day	GTTR Next Business Day
Region D	Orange-Managed CE Router	DTTR Next Business Day + 1 Day	GTTR Next Business Day + 1 Day	GTTR Next Business Day + 1 Day
Region E	Orange-Managed CE Router	DTTR Next Business Day + 1 Day	GTTR Next Business Day + 1 Day	GTTR Next Business Day + 1 Day

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

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	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

Key	Country	Region	Key	Country	Region	Key	Country	Region
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 Rep.	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
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

