



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 either an automatic ISDN back-up or redundant Tail Circuits 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 Premise 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.

"**IAR**" means the "**Internet Access Router**" where Customer is connected to the Orange Network.

"**Key Cities**" means Locations connected to Orange Nodes in the cities identified in Exhibit A, as amended by Orange from time to time.

"**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.

"**Packet Loss Ratio**" or "**PLR**" has the meaning set forth in Clause 1.6 of this SLA.

"**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, Round Trip Delay, and Packet Loss Ratio 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 1.6) and (b) has only a single CPE installed, Outages caused by a CPE failure are excluded from the calculation of total Outages.
- With respect to Service Levels for Round Trip Delay and Packet Loss Ratio, the remedies shall only apply where the Customer has IP Bandwidth Access equal or higher than 56 kbps.
- 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

Site Topology	Site Availability (%)			
	Key Cities	Other Location Region 1	Other Location Region 2	Other Location Region 3
Dual Access (dual routers, dual Tail circuits, dual Nodes)*	100	100	100	Case by Case Basis
Dual Access (single router, dual Tail circuits, dual Nodes)	99.90	99.90	99.90	Case by Case Basis
Single router, secured Tail Circuit with automatic ISDN Back-up**	99.80	99.60	99.40	Case by Case Basis
Single router, single Tail Circuit	99.50	99.20	98.90	Not applicable.
Key City Locations are listed in Exhibit A. Regions 1-2-3 are listed in Exhibit B.				
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.				
(*) diversity of Tail Circuits must be confirmed by TO. (**) To qualify for the Service Level, Customer must test the Back-up on a monthly basis with the Orange Customer Service Manager.				

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 for Router-to-Router Round Trip Delay (RTD)

Router-To-Router Round Trip Delay ("RTD") is the round trip delay of a packet between two IAR routers in the Orange Internet Direct network. RTD is expressed in milliseconds (ms) and is measured on a Monthly basis. This Service Level is not applicable when Customer's traffic enters the peering point and beyond.

The following Service Levels are applicable for the RTD.

Table 2: Router-to-Router Round Trip Delay Service Levels

RTD Intra Regions (ms)		
Europe	50	Full meshed = Amsterdam-Barcelona-Bern-Brussels-Copenhagen-Dublin-Frankfurt-Geneva-Helsinki-Lausanne-Lisbon-London-Luxembourg-Madrid-Milan-Oslo-Paris-Stockholm-Zurich
North America	80	Full meshed = Atlanta-Boston-Chicago-Denver-Houston-Los Angeles-Montreal-New York-San Francisco-Seattle-Toronto-Vancouver-Washington
Latin America	250	Full meshed = Cali-Bogota-Buenos Aires-Caracas-Lima-Mexico-Rio De Janeiro-Santiago-Sao Paulo
Asia	120	Full meshed = Hong Kong-Kuala Lumpur-Seoul-Singapore-Taipei-Tokyo
ANZ	50	Sydney <> Auckland

RTD Inter Regions (ms)		
Trans-Atlantic	110	Amsterdam-London-Paris <> New York
Trans-Pacific	160	San Francisco <> Tokyo
Trans-America	180	Atlanta <> Cali-Bogota-Buenos Aires-Caracas-Guatemala-Lima-Mexico-Rio-Santiago Chile-Sao Paulo
Europe-Asia	250	Paris <> Singapore
North America-ANZ	230	San Francisco <> Sydney
Asia-ANZ	200	Hong Kong <> Sydney
RTD Others (ms)		
Greece-Europe	120	Athens <> London
Russia-Europe	120	Moscow <> Frankfurt
If any RTD Service Level is not achieved, Customer will receive a credit against the Qualifying Charges for the affected Locations, calculated as follows:		
Actual RTD higher than RTD Service Level by less than or equal to 10%.	No credit.	
Actual RTD higher than RTD Service Level by greater than 10%.	1% of Qualifying Charges for every 1% by which actual RTD is higher than the RTD Service Level, up to a maximum credit of 20% of Qualifying Charges for the affected Locations.	
All credits will be pro-rated on a per millisecond basis.		

1.6 Service Level for Packet Loss Ratio (PLR)

Packet Loss Ratio is the percentage of packets lost in a transmission, and is a ratio of (a) the number of packets that were sent minus the number of packet received by the network after a certain amount of time to (b) the total number of packets sent.

$$\text{Packet Loss \%} = \frac{(\text{Total packets sent} - \text{Total packets received})}{\text{Total packets sent}}$$

The PLR Service Level is provided only on an IAR-to-IAR path and is measured from an IAR where Orange customers are connected to another IAR. This Service Level is not applicable when Customer's traffic enters the peering point and beyond.

The PLR is measured on a Monthly basis. The following Service Levels are applicable for the Service.

Table 3: Packet Loss Ratio Service Levels

Locations	Service Level (%)
All locations.	≤0.5
If the PLR Service Level is not achieved, Customer will receive a credit against the Qualifying Charges for the affected IAR to IAR path, calculated as follows:	
Actual PLR higher than PLR Performance Level by less than or equal to 10%.	No credit.
Actual PLR higher than PLR performance level by more than 10%.	1% of Qualifying Charges for every 1% by which actual PLR is higher than the PLR performance level, up to a maximum credit of 20% of Qualifying Charges for the affected locations.

1.7 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 KEY CITIES

Country	Key Cities
Argentina	Buenos Aires
Australia	Melbourne
Australia	Sydney
Austria	Vienna
Belgium	Antwerp
Belgium	Brussels
Brazil	Rio de Janeiro
Canada	Montreal
Canada	Toronto
Canada	Vancouver
Denmark	Copenhagen
Finland	Helsinki
France	Paris
Germany	Berlin
Germany	Bonn
Germany	Bremen
Germany	Cologne
Germany	Essen
Germany	Frankfurt

Country	Key Cities
Germany	Hamburg
Germany	Hanover
Germany	Munich
Germany	Stuttgart
Hong Kong	Hong Kong
Ireland	Dublin
Italy	Milan
Italy	Rome
Japan	Osaka
Japan	Tokyo
Korea, Rep. of	Seoul
Luxembourg	Luxembourg
Netherlands	Amsterdam
Netherlands	Maastricht
Netherlands	Rotterdam
Netherlands	Utrecht
New Zealand	Auckland
Norway	Oslo
Russian Federation	Moscow

Country	Key Cities
Singapore	Singapore
Spain	Madrid
Sweden	Stockholm
Switzerland	Geneva
Switzerland	Zurich
Taiwan	Taipei
United Kingdom	Birmingham
United Kingdom	Glasgow
United Kingdom	London
United Kingdom	Manchester
United States	Atlanta
United States	Denver
United States	Los Angeles
United States	Miami
United States	New York
United States	Pittsburgh
United States	San Francisco
United States	Seattle
United States	Tulsa

EXHIBIT B 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	C
AM	Armenia	D
AW	Aruba	C
AU	Australia	A
AT	Austria	A
AZ	Azerbaijan	D
BS	Bahamas	D
BH	Bahrain	D
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
BA	Bosnia & Herzegovina	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	C
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

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	D
PH	Philippines	D
PL	Poland	B
PT	Portugal	B
PR	Puerto Rico	D
QA	Qatar	D
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

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Key	Country	Region	Key	Country	Region	Key	Country	Region
BW	Botswana	E	IT	Italy	B	SC	Seychelles	C
BR	Brazil	C	JM	Jamaica	D	SG	Singapore	A
BN	Brunei Darussalam	D	JP	Japan	A	SK	Slovakia	A
BG	Bulgaria	B	JO	Jordan	D	SI	Slovenia	A
BF	Burkina Faso	E	KZ	Kazakhstan	C	SB	Solomon Islands	E
BI	Burundi	E	KE	Kenya	E	ZA	South Africa	C
KH	Cambodia	D	KR	Korea, Republic of	A	ES	Spain	B
CM	Cameroon	E	KW	Kuwait	C	LK	Sri Lanka	D
CA	Canada	A	KG	Kyrgyzstan	D	VC	St Vincent & The Grenadines	E
CV	Cape Verde	E	LA	Lao Pple's Dem. Rep.	E	SD	Sudan	E
KY	Cayman Islands	C	LV	Latvia	A	SR	Suriname	E
CF	Central African Rep.	E	LB	Lebanon	D	SZ	Swaziland	E
TD	Chad	E	LS	Lesotho	E	SE	Sweden	B
CL	Chile	D	LY	Libyan Arab Jamahiriya	E	CH	Switzerland	A
CN	China	B	LI	Liechtenstein	B	SY	Syrian Arab Republic	E
CO	Colombia	D	LT	Lithuania	A	TW	Taiwan	A
KM	Comoros	E	LU	Luxembourg	B	TZ	Tanzania	E
CG	Congo, Rep. the of	E	MO	Macau	D	TH	Thailand	C
CD	Congo, The Dem. Rep.	E	MK	Macedonia	C	TG	Togo	E
CK	Cook Islands	E	MG	Madagascar	D	TO	Tonga	E
CR	Costa Rica	C	MW	Malawi	E	TT	Trinidad & Tobago	C
CI	Cote d'Ivoire	D	MY	Malaysia	C	TN	Tunisia	D
HR	Croatia	C	MV	Maldives	C	TR	Turkey	C
CU	Cuba	E	ML	Mali	E	TM	Turkmenistan	E
CY	Cyprus	C	MT	Malta	B	TC	Turks & Caicos Is.	E
CZ	Czech Republic	A	MQ	Martinique	C	UG	Uganda	E
DK	Denmark	B	MR	Mauritania	E	UA	Ukraine	B
DJ	Djibouti	E	MU	Mauritius	C	AE	United Arab Emirates	C
DM	Dominica	E	MX	Mexico	C	GB	United Kingdom	A
DO	Dominican Republic	D	MD	Moldova, Republic of	C	US	United States	A
EC	Ecuador	D	MC	Monaco	A	UY	Uruguay	C
EG	Egypt	E	MN	Mongolia	C	UZ	Uzbekistan	C
SV	El Salvador	D	MA	Morocco	D	VU	Vanuatu	E
GQ	Equatorial Guinea	E	MZ	Mozambique	E	VE	Venezuela	D
ER	Eritrea	E	MM	Myanmar	E	VN	Viet Nam	C
EE	Estonia	A	NA	Namibia	E	VG	Virgin Islands, British	E
ET	Ethiopia	E	NP	Nepal	E	VI	Virgin Islands, U.S	E
FO	Faroe Islands	B	NL	Netherlands	A	EH	Western Sahara	E
FJ	Fiji	E	AN	Netherlands Antilles	C	YE	Yemen	E
FI	Finland	A	NC	New Caledonia	B	ZM	Zambia	E
FR	France	A	NZ	New Zealand	B	ZW	Zimbabwe	E
GF	French Guiana	D	NI	Nicaragua	D			
PF	French Polynesia	B	NE	Niger	E			

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