



## 1 SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT SERVICE (FOR SERVICE WITHOUT ORANGE-MANAGED ROUTERS)

### 1.1 Introduction

This Service Level Agreement ("SLA") describes the Service Levels applicable to the Orange Internet Direct Service provided **without** 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.

"**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.

"**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.

"**Packet Loss Ratio**" or "**PLR**" has the meaning set forth in Clause 1.5 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.

"**RTD**" or "**Router To Router Round Trip Delay**" has the meaning set forth in Clause 1.4 of this SLA.

"**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.
- 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 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 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 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 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 1: 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.		

**1.5 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.

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

**Table 2: 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.

**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

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

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

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Key	Country	Region	Key	Country	Region	Key	Country	Region
BH	Bahrain	D	HT	Haiti	E	RE	Reunion	C
BD	Bangladesh	E	HN	Honduras	D	RO	Romania	C
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	D
BO	Bolivia	E	IE	Ireland	B	SN	Senegal	D
BA	Bosnia & Herzegovina	C	IL	Israel	B	CS	Serbia & Montenegro	C
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

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Key	Country	Region
FJ	Fiji	E
FI	Finland	A
FR	France	A
GF	French Guiana	D
PF	French Polynesia	B

Key	Country	Region
AN	Netherlands Antilles	C
NC	New Caledonia	B
NZ	New Zealand	B
NI	Nicaragua	D
NE	Niger	E

Key	Country	Region
YE	Yemen	E
ZM	Zambia	E
ZW	Zimbabwe	E

**END OF 1 - SERVICE LEVEL AGREEMENT FOR INTERNET DIRECT SERVICE (FOR SERVICE WITHOUT ORANGE-MANAGED ROUTERS)**