

## PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES

### 1.1 Introduction

This Service Level Agreement ("**SLA**") describes the Service Levels and Service Level Objectives ("**SLOs**") applicable to Business Talk. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA. The SLOs are targets only, and there are no remedies, financial or otherwise, associated with non-achievement of any SLOs.

### 1.2 Definitions

As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 1.2. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions in this SLA will control for purposes of this SLA. Capitalized terms used and not otherwise defined in this SLA will have the meanings ascribed to them in the Service Description for Orange Business Talk, the Specific Conditions for Voice Services, or elsewhere in the Agreement.

"**24x7**" means twenty-hours per day, seven days per week.

"**Access Circuit**" means the telecommunications circuit or connection (e.g. cellular connection, leased line, local loop, satellite, Internet access, etc.) provided by a TO and installed.

"**Business Day**" means the regular Orange working day in the country where Orange employees or contractors are performing work in support of the delivery of the Business Talk.

"**Business Talk**" or "**Service**" means the Business Talk Service described in the Service Description for Business Talk Service.

"**Business Talk Local Voice Services Country**" means a country where Orange is permitted by the governmental or regulatory authorities to provide Direct Inward Dialing and Direct Outward Dialing, and Emergency Call service to a PSAP (i.e. Direct Outward Dialing to PSAP).

"**Call Completion Ratio**" or "**CCR**" means the ratio of the number of completed inbound and outbound On-Net Calls and Off-Net Calls to the total number of attempted calls made by the Users of the Business Talk per Month.

"**Cloud Telephony Provider System**" will have the meaning defined in the Service Description for Business Talk Service.

"**Covered Region**" means a state, province, or country where Orange or its carrier partner can provide, and is permitted by local authorities to provide, DID telephone numbers for the Local Voice Service, as determined by Orange.

"**Date of Acceptance**" means the date when Orange completes the installation of the Business Talk at the Location and informs Customer that the Service is ready for use.

"**DID**" will have the meaning defined in the Service Description for Business Talk Service.

"**Entry Access Node**" means the Node where the outbound call's IP traffic enters the Voice Network.

"**Exit Access Node**" means the Node where the outbound call's IP traffic exits the Voice Network.

"**Failed Call**" means that an outbound On-Net Call or Off-Net Call failed to connect to the destination telephone number because of a fault in the Voice Network or the Orange-supplied Business Talk components (e.g. Orange CE Router, Orange-supplied SIP Trunk, etc.). An attempted On-Net Call or Off-Net Call is not a Failed Call if the call cannot be completed due to the following reasons: (a) incorrect telephone number; (b) non-compliant SIP message with SIP configurations and prerequisites specified by Orange; (c) problem with the facilities, systems, networks, equipment or services of Customer or third parties, (including, without limitation, traffic congestion on third party facilities); (d) problem with the End Points; (e) the call, although it connects to the destination telephone number, is not answered for whatever reason (including busy calls, call recipient declining the call, or the caller's telephone number is blocked, etc.); or (f) the caller ID information (i.e. CLID or ANI) cannot be authenticated (e.g. the STIR/SHAKEN cannot authenticate the caller ID information, etc.).

"**GCSC**" will have the meaning defined in the Service Description for Business Talk Service.

"**Incident**" will have the meaning defined in the Service Description for Business Talk Service.

"**Location**" will have the meaning defined in the Service Description for Business Talk Service.

"**Month**" or "**Monthly**" means calendar month.

"**MOS**" or "**Mean Opinion Score**" will have the meaning defined in Clause 1.6 (*Mean Opinion Score Service Level Objective*).

"**MTRS**" means the average time per Month that it takes Orange to restore the Service when a verified Outage occurs during the Month.

"**Network**" means the Orange backbone network that Orange uses to deliver underlay connectivity services to its enterprise customers.

"**Node**" means an Orange provider edge ("**PE**") router inside the Voice Network.

"**Non-Redundant Location**" means that the Location only has one Access Circuit that connects it to the Voice Network.

"**Normal Business Hours**" means the normal business hours of Orange during a Business Day in each country where the Locations are situated, which are generally from 9:00 A.M. to 5:00 P.M., unless otherwise specified in the Agreement.

**“Outage”** means that a User at a Location cannot make or receive any Voice Call using Business Talk because of a fault in the Voice Network or an Orange-supplied component of the Business Talk. The inability of any User to make or receive Voice Calls because of a problem with: (a) a Cloud Telephony Provider System; (b) Customer’s facilities, systems, networks, equipment (e.g. PBX, End Points, Customer-supplied CE Router) or services (including services provided by Customer’s third party service providers such as Cloud Telephony Provider, Access Circuit providers, etc.); or (c) Access Circuit or Access Type congestion (such as when there is insufficient Voice Channels in the SIP Trunk to handle the Voice Call traffic volume or inadequate Access Circuit bandwidth), is not an Outage.

**“Post Dial Delay”** or **“PDD”** means the period of time that elapses from the moment that the caller dials the final digit of the On-Net Call or Off-Net Call destination telephone number and to the moment that the caller’s End Point receives a ringback tone or busy signal for the On-Net Call and Off-Net Call. The Post Dial Delay is measured in seconds from the time the On-Net Call or Off-Net Call traffic enters the Voice Network at the Entry Access Node to the time that the traffic exits the Voice Network at the Exit Access Node.

**“PSAP”** will have the meaning defined in the Service Description for Business Talk Service.

**“Qualifying Charges”** means all Monthly recurring Charges incurred by Customer in regard to the Business Talk delivered at a Location, excluding other recurring Charges and usage Charges.

**“Redundant Location”** means that a Location: (a) has two Access Circuits; (b) both Access Circuits function as concurrent primary circuits; and (c) the routing path of each Access Circuit from the Location to the Voice Network is completely different from the routing path taken by the other Access Circuit to lessen the possibility that both Access Circuits will fail at the same time.

**“Scheduled Maintenance”** means routine maintenance scheduled by Orange to implement generic changes or updates to the Business Talk or the Voice Network.

**“Service Description”** means the Service Description for Orange Business Talk.

**“SIP Trunk”** will have the meaning defined in the Service Description for Business Talk.

**“Site Availability”** means that Users at a Location can make and receive Voice Calls using the Business Talk.

**“Standard Order”** means an Order requesting the provisioning of up to 500 consecutive DID telephone numbers in a Covered Region, or an Order requesting the portability of up to 500 consecutive DID telephone numbers into the Business Talk in a Covered Region. Consecutive DID telephone numbers mean that the digits of the telephone numbers are to be provisioned by Orange or its carrier partner in consecutive numerical order with no break in the number sequence of the telephone number digits. For example only, if Customer submits a Standard Order for 5 DID telephone numbers in France, the digits of the 5 DID telephone numbers will be provisioned in numerical order; e.g. 01 23 45 67 **88**; 01 23 45 67 **89**; 01 23 45 67 **90**; 01 23 45 67 **91**; and 01 23 45 67 **92**.

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

**“TO”** means the Access Circuit telecommunications operator, carrier, or provider. For clarity, Orange is not the TO of any Access Circuit.

### 1.3 Conditions and Exclusions

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 provide Business Talk in accordance with the Service Description for Business Talk or this SLA. In no event will total cumulative credits that Customer will be entitled to receive for any unachieved Service Levels in any Month for any Location exceed 100% of the Qualifying Charges for that Location during that Month. Customer must submit all claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the Month in which a Service Level was allegedly not achieved by Orange. 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.
- (b) All Service Levels and SLOs will begin on the first full Month following the Date of Acceptance. Unless otherwise expressly stated in this SLA, the measurement period for all Service Levels and SLOs commences on the first day of the Month and ends on the last day of the Month.
- (c) 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 Force Majeure Event, Scheduled Maintenance, Third Party Intervention, environmental condition failure (e.g. air conditioning failure in the Location’s equipment room where the CE Router is installed), power outages, or any act or omission of Customer or any User.

### 1.4 Site Availability Service Level

The Site Availability of the Business Talk at a Location is measured on a Monthly basis. Site Availability is based on confirmed Outages that are reported by Customer to the GCSC and recorded in the Orange Incident case management system. When Customer reports an Outage to the GCSC in regard to a Location, the Customer-reported Outage will be registered in the Orange Incident case management system and an Incident case number will be generated by the system. The GCSC will investigate whether the reported Outage is real. The duration of a reported Outage will be measured starting from the time that the GCSC confirmed that such Outage is real and ending when the GCSC notified Customer that the Business Talk has been restored. The actual Site Availability per Month will be calculated as follows:

$$\text{Actual Site Availability} = 100 \times \frac{730 \text{ hours}^* - (\text{cumulative Outage time in hours})}{730}$$

\*Note: For purposes of the Site Availability Service Level, each Month consist of 730 hours (i.e. [24 hours per day x 365 days] ÷ 12 months = 730 hours).

The following are the Monthly Site Availability Service Levels for Non-Redundant Locations and Redundant Locations in Business Talk Local Voice Services Countries and non-Business Talk Local Voice Services Countries:

	Monthly Site Availability Service Levels	
	Non-Redundant Location	Redundant Location
Location is in Business Talk Local Voice Services Country	≥ 99.8%	≥ 99.9%
Location is not in Business Talk Local Voice Services Country	≥ 99.5%	≥ 99.8%

Subject to Clause 1.3 (Conditions and Exclusions), if during a Month the Location’s actual Site Availability is less than the applicable Site Availability Service Level, then for each full hour that the cumulative Outage time (measured in 1-hour increment) at that Location exceeded the allowed downtime, 1 Customer will be entitled to receive a Service Level credit equal to 1/180th of the Qualifying Charges for that Location up to a maximum of 20% of the Qualifying Charges.

**1.5 Backbone Availability Service Level Objective**

The Voice Network backbone availability SLO per Month is at least 99.99%. The backbone availability SLO is measured on a Monthly basis. The SLO is based on confirmed Outages that are reported by Customer to the GCSC and recorded in the Orange Incident case management system. The Outages are weighted according to the impact (as determined by Orange) on the overall delivery of the Service to all Business Talk customers. Orange will not be liable for any failure to meet the backbone availability SLO.

**1.6 Mean Opinion Score Service Level Objective**

The Monthly Mean Opinion Score SLO for codec G.711 is equal to or greater than 4.1. Orange will use active probes to measure the voice quality of the Business Talk traffic inside the Voice Network. Orange will not measure the voice quality of calls outside the Voice Network. The voice quality for calls inside the Voice Network will be scored by the probes from 1 (being lowest voice quality) to 4.5 (being highest quality). At the end of the Month, Orange will compile the measured voice quality record to calculate the average measured voice quality score, and the average score is the “Mean Opinion Score” or “MOS”. Orange will not be liable for any failure to meet the Monthly Mean Opinion Score SLO.

**1.7 Call Completion Ratio Service Level Objectives**

The Monthly Call Completion Ratio SLO for outbound On-Net Calls and Off-Net Calls are listed in the table below. Orange will not be liable for any failure to meet the Monthly CCR SLOs. Orange will use active probes to track the call completion of the Business Talk traffic inside the Voice Network. Orange will not track the call completion of traffic outside the Voice Network. At the end of the Month, Orange will compile the measured completed On-Net Calls and Off-Net Calls record and will calculate the Call Completion Ratio according to the following formula:

$$\text{Call Completion Ratio} = 100 \times \frac{\text{Total Number of Completed Calls}^*}{\text{Total Number of Calls}}$$

\*Note: Total number completed inbound and outbound On-Net Calls and Off-Net Calls minus the total number of Failed Calls equals the total number of completed calls.

The following are the CCR Service Level Objectives for outbound On-Net Calls and Off-Net Calls per Month:

	Monthly CCR SLO
On-Net Call	≥99.8%
Off-Net Call	≥99.3%

**1.8 Post Dial Delay Service Level Objective**

The average Post Dial Delay SLO for all outbound On-Net Calls and Off-Net Calls during a Month is equal to or less than 4 seconds. Orange will use active probes to track the PDD of all outbound On-Net Calls and Off-Net Calls inside the Voice Network. Orange will not track the PDD of calls outside the Voice Network. At the end of the Month, Orange

<sup>1</sup> For example, if the Non-Redundant Location is not in a Business Talk Local Voice Services Country, then the allowed downtime is 3.65 hours (i.e. 730 hours – (730 hours x 99.5% Site Availability Service Level) = 3.65 hours).

will compile the measured PDD record and will calculate the average PDD. Orange will not be liable for any failure to meet the PDD SLO.

**1.9 MTTRS Service Level Objective**

Subject to Clause 1.3 (Conditions and Exclusions) and the conditions set forth in this Clause 1.9, the MTTRS SLO per Month is less than or equal to 4 hours. Orange is not liable for any failure to meet the MTTRS SLO. At the end of the Month, Orange will calculate the average time it took to restore the Service in regard to all verified Outages that occurred during such Month. The time-to-restore Service concerns Business Talk-related Outage cases (meaning Severity Level 1 Incidents) that Customer reports to the GCSC during the Month and that the GCSC verifies to be true, as recorded in the Orange Incident management system. When Customer reports an Outage to the GCSC, the GCSC will create and provide Customer with an Incident case number for the reported Outage and will verify the reported Outage. If the GCSC confirms that the reported Outage is true, the time-to-restore Service will start to run when the GCSC confirms that such Outage is real and will end when the GCSC informs Customer that Business Talk has been restored. Orange will not be liable for any failure to meet the MTTRS SLO.

**1.10 Time to Deliver Service Level Objective**

The Time to Deliver SLO only applies to Standard Orders for Locations that are within a Covered Region. Subject to Clause 1.3 (Conditions and Exclusions) and the conditions set forth in this Clause 1.10, Orange will use commercially reasonable effort to deliver the requested consecutive DID telephone numbers between approximately 1 to 12 weeks (such approximate time period the **"Time to Deliver SLO"**) from the date following the date that Oranges accepts a valid Standard Order, depending on: (a) the availability of the requested telephone numbers from Orange or its carrier partner, and (b) whether the relevant governmental or regulatory authority allows Orange or the carrier partner to provision the requested telephone numbers. For clarity, the Time to Deliver SLO does not apply to any Order that requests the provisioning of more than 500 consecutive DID telephone numbers. Orange is not liable for any failure to meet the Time to Deliver SLO.

**1.11 Time to Port Service Level Objective**

Subject to Clause 1.3 (Conditions and Exclusions) and the conditions set forth in this Clause 1.10, Orange will use commercially reasonable effort to fulfill an Order to port into the Business Talk up to 500 consecutive DID telephone numbers between approximately 2 to 8 weeks (such approximate time period the **"Time to Port SLO"**) from the date following the date that Oranges accepts a valid Order. For clarity, the Time to Port SLO does not apply to any Order that requests the porting of more than 500 consecutive DID telephone numbers. Orange is not liable for any failure to meet the Time to Port SLO.

**END OF SERVICE LEVEL AGREEMENT FOR BUSINESS TALK SERVICES**