



1 SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SERVICE

1.1 Introduction

This SLA describes the Service Levels applicable to the Business VPN Service. Non-achievement of a Service Level may entitle Customer to receive credits against Charges, or other remedies, each as set out in this SLA.

1.2 Definitions

As used in the context of Business VPN Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of Business VPN Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

"Back-Up" means the Business VPN Service contingency system, which uses either automatic NAS or Air back-up or redundant Tail Circuits with automatic switching capability on a separate circuit path to the leased line Tail Circuit or DSL circuit. Back Up for Hub Locations must include equivalent service levels and diverse routing.

"Business VPN Lite" or **"Lite Service Types"** are Service Types whereby the CE Router for the Business VPN Corporate connection is provided, installed, maintained, and managed by Customer. The Service Types that comprise the Business VPN Lite are Silver Lite, Gold Lite, and Platinum Lite. Business VPN Lite is an optional feature of the Business VPN Service.

"Business VPN Service" means the Orange Business VPN Service, as described in the Service Description for Business VPN Service.

"CE" or **"CE Router"** means as follows: (a) in the context of Orange-managed Business VPN Service, the router (including cables, connectors and software) supplied by Orange as part of the Business VPN Service and installed at Locations as a CPE, and (b) in the context of the Business VPN Lite, the router supplied and installed by Customer at the Location.

"DSL" means Digital Subscriber Line.

"Entry Access Node" means the access Node to which the originator data terminal equipment is connected.

"Exit Access Node" means the access Node to which the destination data terminal equipment or host computer is connected.

"Global Backbone Availability" means the concatenated availability of all the backbone PE Routers. This Service Level is applicable only to the Business VPN Lite Service Types.

"GTTR Country" means a country that Orange determines it is generally able to meet the 5-Hour GTTR Service Level, taking into account the quality of the local TOs' operation and infrastructure and the availability of in-country support personnel (e.g. field technicians) and materiel (e.g. hardware and software spares) resources, and logistic conditions (e.g. service centers, spare depot, public transportation, etc.). Orange updates its list of GTTR Countries on a periodic basis.

"Hub Location" means the Location(s) designated as a hub or host Location by Customer.

"Incident" means a failure or malfunction within the Business VPN Service. Incidents do not include Service unavailability during Scheduled Maintenance (as defined below).

"Incident Report" means the documentation created by Orange when an Incident is reported by Customer or detected by the Automation¹.

"ISDN" means Integrated Services Digital Network.

"Jitter" means the inter packet delay variation between an Orange Entry Access Node and an Orange Exit Access Node belonging to the same customer community. Jitter is expressed in milliseconds (ms).

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

"Network Services" means the Orange Business VPN Service.

"Network" or **"Orange Network"** means the Orange network used by Orange to deliver the Business VPN Service. The Orange Network excludes all Tail Circuits (including, without limitation, leased line, DSL circuit, satellite access, etc.), public networks, and the CE Routers.

"Node" means a node of the Network to which Customer is connected via a leased line Tail Circuit (or DSL circuit) or to which Customer dials in, such Nodes being deployed at such times and places as determined by Orange.

¹ Automation is the Orange proprietary systems and processes that detect Incidents on the Orange Network and that create Incident Reports relating to such Incidents.

"Normal Business Hours" or **"NBH"** means the normal business hours of Orange 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.

"Normal Service Condition" means that the Location is situated within a 50-kilometer radius of the nearest Orange service center, and the Orange service center is located within the same country as the Location requiring a repair service.

"Outage" means the non-availability of the Business VPN Service at a Location, which prevents Customer or any User from sending or receiving data using the Business VPN Service.

"Path Availability" means the virtual communication link availability, expressed as a percentage, between two CE Routers connected to the Orange Network, including leased line Tail Circuit (or DSL circuit) and contingency solutions.

"PE" or **"PE Router"** means the Orange router allowing a CE Router to be connected to Business VPN Service.

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

"PSTN" means public switched telephone network.

"Qualifying Charges" means: (a) solely with respect to Business VPN Corporate, the monthly recurring Charges for Business VPN Corporate Service (including monthly recurring DSL circuit charge (if applicable), but excluding the monthly recurring charges for leased line Tail Circuits and all other types of Tail Circuits) at the Location in which a Service Level credit has arisen, and (b) solely with respect to the Business VPN Small Site Profile, the monthly recurring charges for Business VPN Small (including monthly recurring DSL circuit charges) at the Location in which a Service Level credit has arisen. Unless otherwise agreed in writing by Orange and Customer, Qualifying Charges exclude any and all one-time charges (including, but without limitation, charges for installation, project management and professional services).

"RTD" or **"Round Trip Delay"** means the elapsed time taken for the two-way transmission of a packet between two routers, as described in Clause 1.5.1 (CE-to-CE RTD). The RTD is expressed in milliseconds.

"Site Availability" means the virtual communication link availability, expressed as a percentage, between a Location and the PE Router to which the CE Router(s) is (are) connected, including leased line Tail Circuit (or DSL circuit), back-up and the part of the Orange Network that provides connectivity for the Location. There is no Site Availability Service Level for the Business VPN Small Off-Net and for the Business VPN Lite.

"Scheduled Maintenance" means maintenance scheduled by Orange to occur during low Network traffic periods approximately 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.

"Service Type" means (a) the Silver, Gold, Platinum and Flexible Options Gold and Platinum Service Types described in Clause A1.6.1 (Service Types) of the Service Description for Business VPN Service, and (b) with respect to Business VPN Lite, the Silver Lite, Gold Lite, and Platinum Lite Service Types.

"Site Profile" means the three types of Business VPN Service, namely: (a) Business VPN Corporate, (b) Business VPN Small, and (c) Business VPN Small Off-Net.

"SLA" means this Service Level Agreement for the Business VPN Service.

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

1.3 Business VPN Service Type

Table 1 and Table 2 summarize the Service Levels applicable to the Business VPN Corporate, Business VPN Small, Business VPN Small VM, Business VPN Small Off-Net, and the Business VPN Lite.

Table 1: Service Levels Applicable to Business VPN Corporate, Business VPN Small, Business VPN Small VM & Business VPN Small Off-Net[†]

Site Profile	Service Levels				
	Site Availability	Path Availability	CE-to-CE Round Trip Delay	CE-to-CE Packet Loss	CE-to-CE Jitter
Business VPN Corporate – Silver Service Type	Yes	Yes	Yes	Yes	No
Business VPN Corporate – Gold Service Type	Yes	Yes	Yes, for D1 & D2 classes	Yes, for D1 & D2 classes	No
Business VPN Corporate – Platinum Service Type	Yes	Yes	Yes, for RT ^{††} , D1 & D2 classes	Yes, for RT ^{††} , D1 & D2 classes	Yes for RT ^{††}
Business VPN Small & Business VPN Small VM	Yes	No	No	No	No
Business VPN Small Off-Net	No	No	No	No	No
Note: [†] The Service Levels in this Table 1 does not apply to Locations that have Business VPN Lite Service Types. ^{††} Only between two Locations with Platinum Service Type.					

Table 2: Service Levels Applicable to Business VPN Lite

Service Type	Service Levels			
	Global Backbone Availability	PE-PE Round Trip Delay	PE-PE Packet Loss	PE-PE Jitter
Silver Lite	Yes	Yes	Yes	No
Gold Lite	Yes	Yes	Yes	No
Platinum Lite	Yes	Yes	Yes	Yes ^{†††}
Note: ^{†††} Only between two Locations with Platinum Lite Service Type.				

1.4 Service Levels for Availability

1.4.1 Site Availability. Business VPN Small, Business VPN Small VM, and Business VPN Corporate (but only if the Location does not have a Business VPN Lite Service Type) are supported by a Site Availability Service Level. The Site Availability Service Level does not apply to Business VPN Small Off-Net or any Business VPN Lite Service Type. In case of Locations that have dual CE Routers and/or dual Tail Circuit topology, the failure of one CE Router or one Tail Circuit does not constitute an Outage.

The actual Site Availability is calculated on a Monthly basis. The Site Availability Service Levels for the Business VPN Small (excluding Business VPN Small Off-Net), Business VPN Small VM, and Business VPN Corporate for Locations in Regions A, B, C, D, and E are set forth Table 3 below. The Site Availability Service Level applicable to each Location will be listed in Exhibit C (Customer Specific Service Levels) to this SLA. The countries within Regions A, B, C, D and E are listed in Exhibit B (Regions) to this SLA.

Subject to the conditions set out below, if the actual Site Availability is less than the Site Availability Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the Location where the Outage occurred. The credit will be calculated as one thirtieth (1/30th) of the Qualifying Charges for each hour of Outage up to a cumulative maximum credit of 100% of Qualifying Charges for the Location where the Outage occurred. All credits will be pro-rated on a per minute basis. The Site Availability Service Levels are subject to the following conditions:

- For Locations with dual CE Router continuity solution, the diversity of Tail Circuits must be confirmed by the TO.
- For Locations with Air Backup or NAS Backup continuity solutions, in order to qualify for the Service Level, Customer must test the Air Backup or NAS Backup on a Monthly basis with the Orange Customer Service Manager.

- (c) For any Location where there is only one CE Router, if an Outage was caused by the CE router failure and the Location is outside Normal Service Conditions, then the travel time needed to get to the Location is excluded from the calculation of the total Outage time.
- (d) For any Location where there is only one CE Router, any Outage at such Location during non-Normal Business Hours as a result of the CE Router failure will be excluded from the calculation of the total Outage time if Customer did not purchase Extended Service Support for the CPE router.

Table 3: Site Availability Service Levels for Regions A, B, C, D & E Locations[†]

Region	Site Profile	Service Levels		
		Site Availability Service Level For Locations Without Continuity Optional Feature	Site Availability Service Level For Locations With Continuity Optional Feature	
			Air / NAS Backup (Single CE Router) Always-On (ADSL) (Dual CE Routers) Always-On (Internet) (Dual CE Routers)	Dual (Dual CE Routers) Always-On (SDSL) (Dual CE Routers)
Region A	Business VPN Corporate (except France)	99.8%	99.9%	99.95%
	Business VPN Corporate (France only)	99.7%	99.8%	99.9%
	Business VPN Small & Business VPN Small VM	99.0%	99.5%	-
Region B	Business VPN Corporate	99.5%	99.8%	99.9%
	Business VPN Small & Business VPN Small VM	99.0%	99.5%	-
Region C	Business VPN Corporate	99.0%	99.5%	99.8%
	Business VPN Small & Business VPN Small VM	98.3%	99.0%	-
Region D	Business VPN Corporate	98.3%	99.0%	99.5%
	Business VPN Small & Business VPN Small VM	-	98.3%	-
Region E	Business VPN Corporate	-	98.3%	99.0%
	Business VPN Small & Business VPN Small VM	-	-	-
Note:				
[†] The countries associated with regions A, B, C, D, and E are listed in Exhibit B (Regions).				

1.4.2 Path Availability. The Locations with Business VPN Corporate Site Profile (but only if the Locations do not have Business VPN Lite Service Types) are supported by a Path Availability Service Level. The Path Availability Service Level is not applicable to the multicast optional service and, therefore, the Service Level excludes multicast traffic. This Service Level is also not applicable to Locations that have Business VPN Small, Business VPN Small VM, Business VPN Small Off-Net Site Profiles, and Business VPN Lite connections.

Path Availability is calculated on a Monthly basis. With respect to the Path Availability from or to any Location that only has one CE Router, any Outage at such path during non-Normal Business Hours as a result of such a failure of such Location's CPE router will be excluded from the calculation of the total Outage if Customer did not purchase Extended Service Support for the CPE router. The Path Availability Service Levels are limited to fifty (50) Location pairs, and each Path Availability Location pair consists of a "source" Location and a "destination" Location, which will be identified in Exhibit C (Customer Specific Service Levels). Path Availability Service Levels in excess of 50 Location pairs will be considered by Orange on a case-by-case basis.

Subject to the conditions set out in this Clause 1.4.2, if the actual Path Availability between the "source" Location and the "destination" Location is less than such Location pair's Path Availability Service Level, then for each hour of Outage at either the "source" Location or the "destination" Location, Customer will be entitled to receive a credit equal to 10% percent of the Qualifying Charges for the "source" Location up to a cumulative maximum credit of 50% of the Qualifying Charges for the "source" Location; provided, however, if Orange fails to achieve the Path Availability Service Level in respect to a Location pair, and at the same time Orange misses the Site Availability Service Level(s) for one or both Locations in such Location pair, and as a consequence of non-achievement of the Site Availability Service Level Customer is also entitled to receive a Service Level credit under Clause 1.4.1

(Site Availability), then Customer shall not be entitled to receive Path Availability Service Level credit under this Clause 1.4.2 (Path Availability). All credits will be pro-rated on a per minute basis.

- 1.4.3 **Global Backbone Availability.** The service availability for Business VPN Lite Service Types is the Global Backbone Availability. The Global Backbone Availability Service Level per Month is 99.99%. If the actual Global Backbone Availability is less than the Global Backbone Availability Service Level, then Customer will be entitled to receive a credit against the Qualifying Charges for the Location where the Outage occurred so long as Customer reported all Outages to the Orange Global Customer Support Center ("GCSC"). The credit will be calculated as one thirtieth (1/30th) of the Qualifying Charges for each hour of Outage up to a cumulative maximum credit of 100% of Qualifying Charges for the Location where the Outage occurred. All credits will be pro-rated on a per minute basis.

- 1.4.4 **Service Termination Remedy for Chronic Site Availability Failure or Global Backbone Availability Failure.** In addition to the Service Level credits that Customer may be entitled to receive under Clause 1.4.1 (Site Availability) or Clause 1.4.3 (Global Backbone Availability) for non-achievement of the Site Availability Service Level or the Global Backbone Availability Service Level, Customer will be entitled to:

- (a) Cancel the Business VPN Service at a Location if the cumulative maximum credit for such Location's Site Availability Service Level or the Global Backbone Availability Service Level (each as applicable) is due in 2 consecutive Months, or in any 4 Months during any rolling 12-Month period (e.g. if the first 12-Month cycle is from June 1, 2014 to May 31, 2015, then the next rolling 12-Month cycle is from June 1, 2015 to May 31, 2016, etc.), by giving Orange at least 30 days prior written notice; or
- (b) Cancel the Business VPN Service at all Locations if the cumulative maximum credit for Site Availability Service Level or the Global Backbone Availability Service Level (each as applicable) is due in 2 consecutive Months, or in any 4 Months during any rolling 12-Month period (e.g. if the first 12-Month cycle is from June 1, 2014 to May 31, 2015, then the next rolling 12-Month cycle is from June 1, 2015 to May 31, 2016, etc.), for more than 50% of the total number of Locations, by giving Orange at least 30 days prior written notice.

1.5 Round Trip Delay

1.5.1 CE-to-CE RTD

- (a) The RTD for Business VPN Corporate is measured per Class of Service from CE Router to CE Router; however, the CE-to-CE RTD Service Level does not apply if the Location has a Business VPN Lite Service Type. The CE-to-CE RTD Service Level is not applicable to the multicast optional service and, therefore, the Service Level excludes multicast traffic. The CE-to-CE RTD will be measured as follows: 10 packets are sent from once CE Router to another CE Router at 20-millisecond intervals. The packet size will vary depending on the Class of Service (i.e. 64 bytes for Real Time Class of Service and 128 bytes for other CoS).
- (b) The CE-to-CE RTD Service Levels are limited to fifty (50) pairs of Locations; and these Location pairs and their corresponding CE-to-CE RTD Service Level will be listed in Exhibit C (Customer Specific Service Levels). CE-to-CE RTD Service Levels in excess of 50 Location pairs will be considered on a case-by-case basis. During 3 Months following the completion of the installation of Customer's entire Business VPN network, Orange will evaluate the actual CE-to-CE RTD and reserves the right to modify the committed CE-to-CE RTD Service Levels.
- (c) The CE-to-CE RTD measurement value will be included in the calculation of the Monthly average CE-to-CE RTD if the nominal leased line Tail Circuit (or DSL circuit) route is used. Since the CE-to-CE RTD measurement is highly sensitive to link load, the measurement sample will only be included in the monthly average CE-to-CE RTD if the sample's link load:
 - does not exceed 30% for IP bandwidth less than or equal to 512 kbps;
 - does not exceed 70% for IP bandwidth less than or equal to 10 Mbps; or
 - does not exceed 85% for IP bandwidth greater than 10 Mbps.
- (d) The Monthly average CE-to-CE RTD is calculated on a Monthly basis. If the actual CE-to-CE RTD is greater than the CE-to-CE RTD Service Level, then Customer will be entitled to receive an incremental credit equal to 10% of Qualifying Charges for the affected Location for every whole 10% by which Monthly average CE-to-CE RTD is greater than the CE-to-CE RTD Service Level, up to the following cumulative maximum credit amount:
 - For Business VPN Corporate Site Profile implemented over a leased line Tail Circuit: up to a cumulative maximum credit of 50% of Qualifying Charges for the affected Location; and
 - For Business VPN Corporate Site Profile implemented over a SDSL circuit: up to a cumulative maximum credit of 10% of Qualifying Charges for the affected Location.

1.5.2 PE-to-PE RTD

For Locations with Business VPN Lite Service Types, the RTD is measured from PE Router to PE Router. Orange will measure the PE-to-PE RTD as follow: 10 packets are sent from PE to PE at 20 millisecond intervals. The packet size is fixed at 128 bytes. The PE-to-PE RTD is calculated on a Monthly basis. The PE-to-PE RTD Service Levels are limited to fifty (50) pairs of Locations; and these Location pairs and their corresponding PE-to-PE RTD Service Levels will be listed in Exhibit C (Customer Specific Service Levels). If the Monthly average PE-to-PE RTD is greater than the PE-to-PE RTD Service Level, then Customer will be entitled to receive a credit equal to 10% of Qualifying Charges for the affected PE-to-PE path.

1.6 Service Level for Packet Loss Ratio

1.6.1 CE-to-CE PLR

- (a) The Packet Loss Ratio for Business VPN Corporate is measured per Class of Service from CE Router to CE Router; however, the CE-to-CE PLR does not apply if the Location has a Business VPN Lite Service Type. The CE-to-CE PLR Service Level is also not applicable to the multicast optional service and, therefore, the Service Level excludes multicast traffic. Orange will measure the CE-to-CE PLR as follows: 10 packets are sent from CE Router to CE Router at 20-millisecond intervals. The packet size will vary depending on the Class of Service (i.e. 64 bytes for real time Class of Service with the exception of 1100 bytes for Business VPN Corporate with Telepresence Connect optional feature, and 128 bytes for other CoS). The Locations covered by the CE-to-CE PLR Service Levels will correspond to the Location pairs for the CE-to-CE RTD set out in Exhibit C (Customer Specific Service Levels).
- (b) The CE-to-CE PLR Service Level only applies if the nominal leased line Tail Circuit is used (or DSL circuit). Since the CE-to-CE PLR measurement is highly sensitive to link load, the measurement sample will only be included in the monthly average CE-to-CE PLR if the sample's link load:
 - does not exceed 30% for IP bandwidth less than or equal to 512 kbps;
 - does not exceed 70% for IP bandwidth less than or equal to 10 Mbps; or
 - does not exceed 85% for IP bandwidth greater than 10 Mbps.
- (c) If the Monthly average CE-to-CE PLR is greater than the CE-to-CE PLR Service Level, then Customer will be entitled to receive a credit as set forth below:
 - **For Business VPN Corporate Silver and Gold Service Types implemented over a leased line Tail Circuit:** an incremental credit equal to 10% of the Qualifying Charges for the affected Location for every whole 10% by which the Monthly average CE-to-CE PLR is greater than the CE-to-CE PLR Service Level, up to a cumulative maximum credit of 50% of Qualifying Charges for the affected Location.
 - **For Business VPN Corporate Platinum Service Type without Telepresence Connect optional feature implemented over a leased line Tail Circuit:** an incremental credit equal to 10% of the Qualifying Charges for the affected Location for every whole 10% by which the Monthly average CE-to-CE PLR is greater than the CE-to-CE PLR Service Level, up to a cumulative maximum credit of 50% of Qualifying Charges for the affected Location.
 - **For Business VPN Corporate Platinum Service Type with Telepresence Connect optional feature implemented over a leased line Tail Circuit:** a cumulative maximum credit of 10% of Qualifying Charges for the affected Location if the Monthly average CE-to-CE PLR exceeds the CE-to-CE PLR Service Level by 10% or more.
 - **For Business VPN Corporate Gold and Platinum Service Types implemented over a SDSL circuit:** an incremental credit equal to 10% of the Qualifying Charges for the affected Location for every whole 10% by which the Monthly average CE-to-CE PLR is greater than the CE-to-CE PLR Service Level, up to a cumulative maximum credit of 10% of Qualifying Charges for the affected Location.

1.6.2 PE-to-PE PLR

- (a) For Locations with Business VPN Lite Service Types, Packet Loss Ratio is measured on PE-to-PE path only. For RT-Vi and D1 Classes of Service, the PLR Service Level is **0.05%** if both PE Routers are located in one of the cities listed in Exhibit A (PE-to-PE PLR & PE-to-PE Jitter Cities).
- (b) However, if either PE Router on the PE-to-PE path is not located in one of the cities listed in Exhibit A, then the PE-to-PE PLR Service Level for RT-Vi and D1 Classes of Service will be as set forth in Table 4 below. Table 4 also sets forth the PE-to-PE PLR Service Levels for RT-Vo and D2 Classes of Service.
- (c) The PE-to-PE PLR is measured on a Monthly basis. If the actual PE-to-PE PLR is greater than the PE-to-PE PLR Service Level, then Customer will be entitled to receive a cumulative maximum credit equal to 10% of Qualifying Charges for the affected PE-to-PE path.

Table 4: Alternative PE-to-PE PLR Service Levels^{††}

PE-to-PE PLR (%)	Western Europe	Eastern Europe	North America East	North America West	Latin America	Asia	ANZ	Africa	Middle East
Western Europe	0.1	0.2	0.3	0.3	0.4	0.3	0.3	0.2	0.2
Eastern Europe		0.2	0.3	0.3	0.4	0.3	0.3	0.3	0.3
North America - East			0.1	0.2	0.3	0.2	0.2	0.4	0.3
North America - West				0.1	0.3	0.2	0.2	0.4	0.4
South America					0.2	0.4	0.4	0.4	0.4
Asia						0.1	0.2	0.4	0.3
ANZ							0.1	0.4	0.4
Africa								0.1	0.3
Middle East									0.1
Western Europe	Austria, Baltic countries, Benelux, Denmark, France, Germany, Italy, Ireland, Nordic countries, Portugal, Spain, Switzerland, United Kingdom.								
Eastern Europe	Bulgaria, Czech Republic, Greece, Hungary, Poland, Romania, Russian Federation, Serbia, Slovakia, Slovenia.								
North America East	United States East Coast states, plus Chicago, Detroit, Houston, Tulsa, Dallas, Miami and Montreal, Toronto, Canada.								
North America West	United States West Coast states, plus Denver and Vancouver, Canada.								
Latin America	Argentina, Brazil, Chile, Colombia, Costa Rica, Guatemala, Peru, Puerto Rico, Venezuela, Caribbean, Mexico.								
Asia	China, Hong Kong, India, Japan, Malaysia, Pakistan, Republic Korea, Singapore, Taiwan, Thailand.								
ANZ	Australia and New Zealand.								
Africa	Ivory Coast, Nigeria, South Africa, Zimbabwe.								
Middle East	Algeria, Bahrain, Egypt, Israel, Morocco, Turkey, United Arab Emirates.								
†† Table 4 sets forth the PE-to-PE PLR Service Levels for: (a) RT-Vi and D1 Classes of Service if either PE Router on the PE-to-PE path is not located in one of the cities listed in Exhibit A (PE-to-PE PLR & PE-to-PE Jitter Cities), and (b) RT-Vo and D2 Classes of Service.									

1.7 Service Level for Jitter

1.7.1 CE-to-CE Jitter

- The Jitter Service Level for Business VPN Corporate – Platinum Service Type is measured from CE Router to CE Router. The CE-to-CE Jitter Service Level does not apply to Locations that have Business VPN Lite Service Types. The Service Level is also not applicable to the multicast optional service and, therefore, the Service Level excludes multicast traffic. Jitter is measured for real-time Video and Voice Classes of Service on a Monthly basis, and the CE-to-CE Jitter Service Level between a Location pair is 10 milliseconds. Orange will measure the CE-to-CE Jitter as follows: 10 packets are sent from CE Router to CE Router at 20-millisecond intervals. The packet size is 64 bytes for Platinum Service Type without Telepresence Connect optional feature and 1100 byte for Platinum Service Type with Telepresence Connect optional feature option. The Locations covered by the CE-to-CE Jitter Service Level will correspond to the Location pairs for the CE-to-CE RTD Service Level to be listed in Exhibit C (Customer Specific Service Levels).
- The CE-to-CE Jitter Service Level only applies if the nominal leased line Tail Circuit (or DSL circuit) is used. Since the CE-to-CE Jitter measurement is highly sensitive to link load, the measurement sample will only be included in the Monthly average CE-to-CE Jitter if the sample's link load:
 - does not exceed 30% for IP bandwidth less than or equal to 512 kbps;
 - does not exceed 70% for IP bandwidth less than or equal to 10 Mbps; or
 - does not exceed 85% for IP bandwidth greater than 10 Mbps.
- If the Monthly average CE-to-CE Jitter is greater than the CE-to-CE Jitter Service Level, then Customer will be entitled to receive a credit (which will be prorated on a per millisecond basis) as set forth below:
 - For Business VPN Corporate Platinum Service Type implemented over a leased line Tail Circuit and without Telepresence Connect optional feature:** an incremental credit

equal to 10% of Qualifying Charges for the affected Location for every whole 10% by which the Monthly average CE-to-CE Jitter is higher than the CE-to-CE Jitter Service Level, up to a cumulative maximum credit of 50% of Qualifying Charges for the affected Location.

- **For Business VPN Corporate Platinum Service Type implemented over a leased line Tail Circuit and with Telepresence Connect optional feature:** a cumulative maximum credit of 10% of Qualifying Charges for the affected Location if the Monthly average Jitter exceeds the Jitter Service Level by 10% or more.
- **For Business VPN Corporate Platinum Service Type implemented over a SDSL circuit:** a cumulative maximum credit of 10% of Qualifying Charges for the affected Location if the Monthly average Jitter exceeds the Jitter Service Level by 10% or more.

1.7.2 PE-to-PE Jitter

PE-to-PE Jitter is only applicable to Platinum Lite Service Type. PE-to-PE Jitter is limited to the PE-to-PE path and is measured on a Monthly basis. The PE-to-PE Jitter Service Level between two PE Routers is 5 milliseconds if both PE Routers are located in one of the cities listed in Exhibit A.

If either PE Router is not located in one of the cities listed in Exhibit A, then the PE-to-PE Jitter Service Level between both PE Routers is 10 milliseconds. If the Monthly average PE-to-PE Jitter is greater than the PE-to-PE Jitter Service Level, then Customer will be entitled to receive a credit equal to 10% of Qualifying Charges for the affected PE-to-PE path.

1.8 Service Level for Guaranteed Time to Repair

1.8.1 Overview

The 5-Hour GTTR Service Level (as hereinafter defined) is applicable only if the Location has a Business VPN Corporate Site Profile and a Continuity solution (either Dual or Always-On ADSL or Always-On SDSL). The 5-Hour GTTR Service level is not applicable to the Always-On Internet Continuity Solution. If Customer has subscribed to the multicast or IPv6 optional service features, then all Incidents related to and affecting the proper operational condition of the multicast optional service or the IPv6 optional service features are excluded from the 5-Hour GTTR Service Level. In addition, the 5-Hour GTTR Service Level only applies if: (a) Customer has ordered the Extended Service Support feature of Service Select – Service Support and the Extended Service Delivery feature of Service Select – Service Delivery in connection with the Business VPN Service; (b) the Incident has been reported to the GCSC and an Incident Report has been opened; (c) the Incident severity is classified as a Severity Level 1 (i.e. the Incident is an Outage); and (d) the Location is situated in a GTTR Country.

1.8.2 GTTR Service Level

Subject to the limitations described in Clause 1.8.3 (Limitations) and Clause 1.9 (Conditions and Exclusions) below, Orange commits to a GTTR Service Level of five (5) hours (hereinafter the **"5-Hour GTTR Service Level"**). The Locations covered by the 5-Hour GTTR Service Level will be listed in Exhibit C (Customer Specific Service Levels). The calculation of the actual time-to-repair starts when the GCSC creates the Incident Report concerning the Severity Level 1 Incident, and it ends when the GCSC closes the Incident Report after notifying Customer that the Incident is fixed. However, the Incident Report will remain open if Customer notifies the GCSC that the Severity Level 1 Incident still exists, and in such event the calculation of the actual time-to-repair will continue until the Severity Level 1 Incident is fixed.

The 5-Hour GTTR Service Level is calculated on a Monthly basis. If the actual time-to-repair exceeds 5 hours, then Customer will receive a cumulative maximum credit equal to 10% of the Qualifying Charges for the Business VPN Service for the Location where the Outage occurred. If Customer is also entitled to receive credits under Clause 1.4 (Service Levels for Availability) as a result of similar Outage, then Customer shall only receive the greater of the credits due and owing to Customer under Clause 1.4 or this Clause 1.8.2. In no event shall Customer receive credits under both Clause 1.4 and this Clause 1.8.2 for the same Outage.

1.8.3 Limitations

The 5-Hour GTTR Service Level does not apply during the following events:

- (a) Unless Customer purchases 24x7x365 maintenance support for the Orange-managed router, the 5-Hour GTTR Service Level only applies during Normal Business Hours. Under Normal Business Hours, the calculation of the actual time-to-repair stops at the end of Normal Business Hours. If the Incident Report remains open at the end of the Normal Business Hours (e.g. the malfunctioning router has not been fixed), then the calculation of the actual time-to-repair will resume at the start of Normal Business Hours on the next Business Day. For certain Locations, 24x7x365 maintenance support may not be available due to the remote location of the site or the unavailability of spares on short notice. The Orange account manager will confirm the availability of the 24x7x365 maintenance support for a specific Location at the time Customer orders such level of support.

- (b) If the Outage arises from a malfunctioning Tail Circuit, then the 5-Hour GTTR Service Level only applies if the Location is within a GTTR Country and the repair of the malfunctioning Tail Circuit falls within the TO's maintenance hours. Therefore, if the malfunctioning Tail Circuit's TO does not provide 24x7x365 maintenance support for the Tail Circuit, then calculation of the actual time-to-repair stops at the end of the TO's maintenance hours. In such event, if the Incident Report remains open at the end of the TO's maintenance hours, (e.g. the malfunctioning Tail Circuit has not been fixed), then calculation of the actual time-to-repair will resume at the start of the TO's next maintenance hours. For all Locations not within a GTTR Country, Orange will use commercially reasonable efforts to have the TO repair the malfunctioning Tail Circuit as soon as possible.
- (c) With respect to Business VPN Corporate Site Profile implemented over a SDSL circuit, the 5-Hour GTTR Service Level does not apply to Incidents caused by the PSTN or ISDN circuit failures if the TO of the DSL differs from the TO of the PSTN circuit or ISDN circuit.
- (d) The 5-Hour GTTR Service Level does not apply if Customer does not provide Orange with information reasonably required by Orange to remedy the Outage or access to the Location and the CPE.
- (e) The GTTR Service Level does not apply to Locations with Business VPN Small Off-Net or Business VPN Small Site Profiles or to Locations that have Business VPN Lite Service Types.

1.9 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 Service Level Agreement. Customer will not be entitled to any remedies set out in this SLA unless, and the Service Levels will apply only if, Customer orders the Extended Service Delivery feature of Service Select – Service Delivery in connection with the Business VPN Service, as indicated on the Orders for Business VPN Service or the Charges Schedule for Business VPN Service. Notwithstanding anything to the contrary contained herein, if Orange only provides Customer with Standard Service Delivery in connection with the Business VPN Service (i.e. Customer did not order Extended Service Delivery), all Service Levels will be deemed performance level targets ("**SLOs**" or "**Service Level Objectives**") only and for which there are no remedies, financial or otherwise, associated with non-achievement of the SLOs.
- (b) The Orange Scheduled Maintenance or emergency maintenance of the Business VPN Service, 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 Business VPN Service 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 SLA breach 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. Orange will issue all undisputed credits within 90 days of Customer's written claim.
- (d) Customer must exercise any Business VPN Service termination right provided under this SLA within 60 days of the breach that gave rise to Customer's right to cancel the Business VPN Service at the affected Locations. If Customer does not notify Orange in writing of its election to cancel the Business VPN Service within the 60-day period, then Customer's right to terminate the Business VPN Service in connection with such breach shall lapse.
- (e) Any termination of the Business VPN Service by Customer due to the failure of Orange to meet any Service Level under this SLA will be without financial liability to Customer, other than Customer's liability to pay for the Business VPN Service provided before the effective date of termination.
- (f) In no event will total credits due for any unachieved Service Level in any Month exceed 100% of the Qualifying Charges for the affected Locations in that Month.
- (g) Unless otherwise specified, the measurement period for all Service Levels (or SLOs, as described in Clause 1.9(a) above) commences on the first day of the Month and ends on the last day of the Month. Service Levels (or SLOs, as described in Clause 1.9(a) above) for Site Availability, Round Trip Delay, Packet Loss Ratio, and Jitter will be measured from the first full Month following the Date of Acceptance of the Business VPN Service at the relevant Location.

- (h) With respect to Service Levels (or SLOs, as described in Clause 1.9(a) above) for Round Trip Delay, Packet Loss Ratio, and Jitter, the remedies shall only apply if Customer complied with the following Orange engineering guidelines:
- IP Bandwidth Access:
 - equal or higher than 56 kbps for Business VPN Corporate Site Profile implemented over a leased line Tail Circuit.
 - equal or higher than 512 kbps for Business VPN Corporate Site Profile implemented over a SDSL circuit.; and
 - D1, D2, and D3 limitations, as shown in the Business VPN Service Description.
- (i) 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, failure of environmental conditions, power outages, physical disruption to Tail Circuits (or DSL circuit) not caused by Orange or TOs, or by any act or omission of Customer or any User.
- (j) The Service Levels (or SLOs, as described in Clause 1.9(a) above) for Site Availability, CE-to-CE RTD, Packet Loss Ratio, CE-to-CE Jitter, and the Guaranteed Time To Repair are only applicable if Customer's Business VPN Service is connected using a leased line Tail Circuit (or DSL circuit) obtained through Orange. Unless specified in writing, these Service Levels (or SLOs) are only applicable to Business VPN Service connected via local loops or leased lines obtained through Orange and are not applicable to Business VPN Service connected through other types of access (e.g. dial access, satellite access, GPRS access, Off-Net access, micro-waves, wireless access, etc.).
- (k) This Service Level Agreement does not apply to Air Quick-Start Service.
- (l) With respect to the IPv6 optional feature:
- (i) There is no separate or additional Site Availability Service Level associated with the IPv6 Service.
 - (ii) The CE-to-CE Path Availability, CE-to-CE Round Trip Delay, CE-to-CE Packet Loss Ratio, and CE-to-CE Jitter Service Levels are not measured for the IPv6 Service. In short, these Service Levels are not applicable to IPv6 traffic.
 - (iii) There is no separate or additional 5-Hour GTTR Service Level associated with the IPv6 optional feature. Incidents that are related to, and that affect the proper operational condition of the IPv6 Service are excluded from the 5-Hour GTTR Service Level.

EXHIBIT A PE-TO-PE PLR & PE-TO-PE JITTER CITIES

Amsterdam	Atlanta	Athens	Auckland	Bangalore, India
Barcelona	Basle	Berlin	Berne	Birmingham
Bogota	Boston	Bratislava	Brno	Brussels
Bucharest	Budapest	Buenos Aires	Cairo	Caracas
Chennai	Chicago	Copenhagen	Dallas	Delhi
Denver	Dublin	Dusseldorf	Frankfurt	Geneva
Guatemala City	Hamburg	Hannover	Helsinki	Hong-Kong
Houston	Istanbul	Izmir	Johannesburg	Kaohsiung, Taiwan
Katowice	Kuala Lumpur	Lima	Lisbon	London
Los Angeles	Luxembourg	Madrid	Manchester	Manila
Melbourne	Mexico City	Miami	Milan	Montreal
Moscow	Mumbai	Munich	Nairobi	New York
Nuremberg	Osaka	Oslo	Paris	Perth
Philadelphia	Prague	Reykjavik	Riga	Rio de Janeiro
Rome	Rotterdam	Saint-Petersburg	San Francisco	San Jose, Costa Rica
San Juan, Puerto Rico	San Salvador	Santiago, Chile	Sao Paulo	Seattle
Singapore	Seoul	Sofia	Stockholm	Stuttgart
Sydney	Taipei	Tallinn	Tokyo	Toronto
Tulsa	Vienna	Vilnius	Warsaw	Washington DC
Zagreb	Zurich			

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	B
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	C	GR	Greece	C	PY	Paraguay	C
AM	Armenia	D	GD	Grenada	C	PE	Peru	D
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	B
AZ	Azerbaijan	D	GN	Guinea	E	PR	Puerto Rico	D
BS	Bahamas	D	GY	Guyana	E	QA	Qatar	D
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

Key	Country	Region	Key	Country	Region	Key	Country	Region
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			

EXHIBIT C CUSTOMER SPECIFIC SERVICE LEVELS**Table 5: Site Availability**

Locations	Orange Support <50km	Support Window	Site Availability (%)

Table 6: Path Availability

Location Pair		Path Availability (%)
From (Source Location)	To (Destination Location)	

Table 7: CE- CE Round Trip Delay, Packet Loss Ratio, Jitter

Locations		CE-CE RTD (ms)	CE-CE PLR (%)	CE-CE Jitter (ms)
From	To			

Table 8: 5-Hour GTTR Service Level

Location	Level of Support	
	24x7x365	Normal Business Hour

Location	Level of Support	
	24x7x365	Normal Business Hour

Table 9: PE – PE Round-Trip-Delay

Location Pair		Round Trip Delay (MS)
From	To	

END OF SERVICE LEVEL AGREEMENT FOR BUSINESS VPN SERVICE