Business Services

PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR FLEXIBLE SD-WAN WITH CISCO SERVICE

1.1 Definitions

All capitalized terms used but not defined herein will have the meanings given to such terms in the Service Description for Flexible SD-WAN with Cisco Service or elsewhere in the Agreement. In the event of any conflict between the definitions provided in this SLA and those provided elsewhere in the Agreement, the definitions set forth herein will control for purposes of this SLA.

"24x7" means 24 hours per day and 7 days per week.

"Architecture" means one of the three types of the Service architectures listed in Table 1 (Service Levels Applicable to Architecture) and that is selected by Customer and installed by Orange at a Location.

"Automation" means the Orange proprietary systems and processes that detect Incidents and create Incident Reports. Automation is only available if Customer subscribes to the Proactive Monitoring option Service Management. For clarity, Service Management is a separate service from the Service and is described in its own Service Description.

"Availability SLA Option" means the Service Availability Service Level option of Service Management, as described in the Service Description for Service Management.

"Business Day" or **"BD"** means the official working day of Orange, its Affiliates, and their respective third-party service providers (e.g. Access Providers, ISP, etc.) in the country where the Locations are situated. Depending on the country, Business Days are generally from Monday through Friday (excluding public holidays), and each Business Day is from 9:00 am to 5:00 pm, unless otherwise specified in the Agreement.

"CSM" means the Orange Customer Service Manager.

"Device Time To Repair" or **"DTTR"** means the time it takes to repair (or replace, as the case may be) a malfunctioning Edge Router, beginning when either the GCSC (after its receipt of an Outage notification from Customer) or the Automation creates the Incident Report for an Outage caused by a malfunctioning Edge Router and ending when the GCSC closes such Incident Report after informing Customer that the Flexible SD-WAN Service is restored.

"Edge Router" means the edge router (including its cables, connectors, and software) for the Service that is supplied and managed by Orange as a CPE and is installed at the Location.

"EMS Global Availability" means the availability of the EMS during a Month to communicate with the Architecture's Edge Routers (and Gateways, if applicable), as determined by the Orange network operations monitoring system. EMS Global Availability does not include the availability of Customer's access to the EMS online portal.

"EMS" or **"Element Management System"** collectively means all equipment (including hardware and software) that Orange assembles into a system to manage the operation (e.g. routing function) of the Edge Routers that are within the same VPN. For purposes of this SLA, all equipment that assemble into the EMS are taken together as a whole and they are considered to be a single unit, regardless of its parts.

"Flexible SD-WAN Overlay-only Service" means the Architecture of the Service with **"Customer-supplied Underlay Connectivity"** as described in the Service Description for Orange Flexible SD-WAN with Cisco Service.

"Full Orange Service with Orange MPLS" means the Architecture of the Service with **"Orange-supplied Underlay Connectivity"** as described in the Service Description for Orange Flexible SD-WAN with Cisco Service where Customer will order one or more Orange MPLS from Orange for the Underlay Connectivity.

"Full Orange Service with VMI Access Only" means the Architecture of the Service with **"Orange-supplied Underlay Connectivity"** as described in the Service Description for Orange Flexible SD-WAN with Cisco Service where Customer will order one or more VMI Access circuits but no Orange MPLS from Orange for the Underlay Connectivity.

"GCSC" means the Orange Global Customer Support Center.

"Guaranteed Time To Repair" or **"GTTR"** means the repair time beginning when either the GCSC (after its receipt of an Outage notification from Customer) or the Automation creates the Incident Report for an Outage caused by a malfunctioning Edge Router or an Orange provided Access Circuit and ending when the GCSC closes such Incident Report after informing Customer that the Service is restored.

"Incident Report" means the electronic documentation created by the Automation when an Incident is reported by Customer to the GCSC or detected by the Automation.

"Incident" means a malfunction in the Service. Incidents do not include Service unavailability during Scheduled Maintenance.

"Internet Network" means the global communication system comprised of interconnected autonomous networks.

"Internet Service Provider" or **"ISP"** means an Access Provider that provides the VMI Access.

"ISP Router" means the router that is provided, managed, maintained and installed by an ISP (including its cables, connectors, and software).

"Location" means a Customer site where the Service is installed.

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

"Monthly Recurring Charges" or **"MRC"** means the monthly recurring charges for the Service, based on the Architecture implemented by Orange at the Location. Monthly Recurring Charges exclude any and all one-time Charges (including, but without limitation, Charges for installation, project management and professional services).

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"Next Gen Hub City" or **"NGH City"** means a city listed in Table 5 (Gateway–to–ISP Router RTD) of Exhibit A.

"Normal Service Condition" means that: (a) the Location requiring a repair service is situated within a 50–kilometer radius of the nearest Orange service center, and (b) both the Orange service center and the Location are located in the same country.

"Orange MPLS" means one of Orange multi-protocol label switching network services (e.g. Business VPN Service or Internet Platinum Service). Orange MPLS, which are separate services and not included in the Service, are described in their own Service Descriptions.

"Outage" means that the Users cannot send or receive data using the Service at a Location.

"RTD KPI Target" will have the meaning defined in Clause 1.6.1 (Gateway-to-ISP Router Round Trip Delay KPI).

"Scheduled Maintenance" means maintenance scheduled by Orange to occur during low traffic periods in the Network to implement changes to, or version updates of the Network. Maintenance takes place typically 3 to 5 times per year and lasts an approximate average of 5 minutes each.

"Service Level Objective" or **"SLO"** means a performance level objective. For clarity, an SLO is not a Service Level, and there is no remedy, financial or otherwise, if Orange fails to achieve any SLO. Orange also may not provide any reporting for SLOs.

"Service Management Options" collectively means the following Service Management features: (a) Service Optimize, (b) Availability SLA option, (c) GTTR Service Level option, and (d) DTTR Service Level option. The Service Management is a separate service and is described in its own Service Description.

"Service Optimize" means the Service Optimize optional feature of Service Management, as described in the Service Description for Service Management.

"Service" means the Orange Flexible SD-WAN with Cisco Service.

"Site Availability" means that the Location's Edge Router(s) are able to establish IPSec tunnels using connections of Orange-supplied Underlay Connectivity and therefore they are able to communicate with other Edge Routers that are within the same VPN. Site Availability is expressed as a percentage. The Service at a Location is considered to be available if at least one IPSec tunnel at the Location is available.

"Site Device Availability" or **"SDA"** means that the Location's Edge Router or one of its Edge Routers (in the case where the Location has dual Edge Routers) is able to establish IPSec tunnels using connections, if they are available, of Customer-supplied Underlay Connectivity and therefore they are able to communicate with other Edge Routers that are within the same SD-WAN VPN

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

"VMI Access" means an Internet access provided by an ISP and ordered by Customer pursuant to the Orange Vendor Managed Service Internet. For clarity, Vendor Managed Service Internet is a separate service and is not included in the Service.

1.2 Overview

This SLA sets forth the Service Levels for the Service. Non-achievement of a Service Level may entitle Customer to receive credits against Monthly Recurring Charges or terminate the Service, as set out in this SLA. Table 1 (Service Levels Applicable to Architecture) in Exhibit A to this SLA summarizes the Service Levels applicable to each Architecture.

1.3 Service Levels for Availability

1.3.1 **Site Availability.** The Site Availability Service Levels only apply to the Full Orange Service with Orange MPLS Architecture and the Full Orange Service with VMI Access Only Architecture. Site Availability Service Levels do not apply to the Locations that have a Flexible SD-WAN Overlay-only Service Architecture. The actual Site Availability is calculated on a Monthly basis using the following formula:

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

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

The Site Availability Service Levels for Locations in Regions A, B, C, D and E are set forth in Table 2 (Site Availability Service Levels for Regions A, B, C, D & E Locations[†]) in Exhibit A to this Service Level Agreement. If the actual Site Availability is less than the applicable Site Availability Service Level, then Customer will be entitled to receive a credit against the Monthly Recurring Charge for the Location where the Outage occurred. The credit will be calculated as one thirtieth (1/30th) of the Monthly Recurring Charge for each full hour of Outage exceeding the Outage time allowed under the Site Availability Service Level, up to a cumulative maximum credit of 100% of Monthly Recurring Charge. All credits will be pro-rated on a per minute basis. Notwithstanding the foregoing, the Site Availability Service Levels are subject to the following conditions and Clause 1.7 (Conditions and Exclusions):

(a) The Site Availability Service Levels apply only if the Underlay Connectivity is provided by Orange. For clarity, the Site Availability Service Levels for Locations with two or more Access Circuits only apply if all Access Circuits are provided by Orange.

(b)   For Locations that have dual Edge Routers or two or more Access Circuits, the failure of one of the Edge Routers or one or more of the Access Circuits does not constitute an Outage if at least one of the Location's Edge Routers can communicate with the other Edge Routers within such Location's VPN.

(c)   For any Location where there is only one Edge Router, if the Edge Router failure caused the Outage and the Location is outside Normal Service Condition, then the travel time needed by the Orange field engineer to get to the Location is excluded from the calculation of the total Outage time.

(d)   If Customer does not order Automation support for the Service at the Location, then only the Outages that Customer reports to the GCSC will be included in the calculation of the actual Site Availability.

1.3.2   **Site Device Availability.** The Site Device Availability Service Levels only apply to Flexible SD-WAN Overlay-only Service Architecture. There are no Site Device Availability Service Levels for the Full Orange Service with Orange MPLS and Full Orange Service with VMI Access Only Architectures. The Site Device Availability Service Levels concern the availability of the Edge Router for the Flexible SD-WAN full Orange Service Architecture during a Month. The actual Site Device Availability is calculated on a Monthly basis according to the following formula:

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

▪   SDA = percentage representing Device Availability

▪ t_{max} = total number of hours for the applicable Month

▪ t_{Outage} = total number of hours that the Flexible SD-WAN Overlay-only Service has an Outage during the Month due to its malfunctioning Edge Router(s).

An Outage is included in the measurement of the actual Site Device Availability only if: (a) Customer reported the Outage to the GCSC, and (b) the GCSC confirmed that a malfunctioning Edge Router caused the Outage.

The Site Device Availability Service Levels are set forth in Table 3 (Site Device Availability Service Levels) in Exhibit A to this Service Level Agreement. If the actual Site Device Availability is less than the applicable Site Device Availability Service Level, then Customer will be entitled to receive a credit against the Monthly Recurring Charge for the Location where the Outage occurred. The credit will be calculated as one thirtieth (1/30th) of the Monthly Recurring Charge for each full hour of Outage exceeding the Outage time allowed under the Site Device Availability Service Level, up to a cumulative maximum credit of 100% of Monthly Recurring Charge. All credits will be pro-rated on a per minute basis. Notwithstanding the foregoing, the Site Device Availability Service Levels are subject to the following conditions and Clause 1.7 (Conditions and Exclusions):

(a)   For Locations that have two Edge Routers, the failure of one of the Edge Routers does not constitute an Outage.

(b)   If the Access Circuit terminates at any device that is not provided by Orange and such device is cascaded to the Edge Router, then any Outage that is directly or indirectly caused by such device (including failure of the Edge Router to operate because of such device) will be excluded from the calculation of the Site Device Availability.

(c)   For any Location where there is only one Edge Router, if the Edge Router failure caused the Outage and the Location is outside Normal Service Condition, then the travel time of the Orange field engineer to the Location is excluded from the calculation of the total Outage time.

1.3.3   **EMS Global Availability.** The EMS Global Availability Service Level applies to all Architectures. The EMS Global Availability Service Level applies to the entire VPN, not to each Location with the VPN. The EMS Global Availability Service Level only applies to the EMS located inside the Orange Network environment, and it does not apply if the EMS is located within Customer's or a third party's network environment. The EMS Global Availability Service Level excludes any outage to the EMS online portal and Customer's inability to access the EMS online portal. The actual EMS Global Availability is measured on a Monthly basis. The Monthly EMS Global Availability is measured by the Orange internal monitoring systems.

The VPN's EMS Global Availability Service Level per Month is 99.99%. If the VPN's actual EMS Global Availability for a Month is less than 99.99%, then for every one hour of EMS outage after a cumulative 4.38 minutes of EMS outage during the Month has elapsed, Customer will be entitled to receive a credit equal to one thirtieth (1/30th) of the sum of one Month of Monthly Recurring Charges for the Service at all Locations in the EMS' VPN up to a cumulative maximum credit equal to 100% of one Month of Monthly Recurring Charges for the Service at all Locations in the EMS' VPN. Notwithstanding anything to the contrary set forth in Clause 1.3.1 (Site Availability), Clause 1.3.2 (Site Device Availability), Clause 1.4 (Service Level for Guaranteed Time To Repair), Clause 1.5 (Service Level for Device Time To Repair), the Service Level credits that Customer is entitled to receive under this Clause 1.3.3 are Customer's sole and exclusive financial remedy and such credits are in lieu of all Service Level credits that Customer may be entitled to receive under Clause 1.3.1, Clause 1.3.2, Clause 1.4, and Clause 1.5 if – one the one hand, Orange fails to achieve the Site Availability Service Levels, Site Device Availability Service Levels, GTTR Service Levels, or DTTR Service Levels – and on the other hand, Orange fails to achieve the EMS Global Availability Service Level – in the same Month. All credits will be pro-rated on a per minute basis.

1.3.4   **Service Termination Remedy.** Customer will be entitled to:

(a)   cancel the Service at a Location if the cumulative maximum credit under Clause 1.3.1 (Site Availability) for failure to meet the Site Availability Service Level or under Clause 1.3.2 (Site Device Availability) for failure to meet the Site Device Availability Service Level (as applicable) is due in 2 consecutive Months, or in any 4 Months during a 12-Month rolling period, by giving Orange at least 30 days prior written notice; or

(b)   cancel the Service at all Locations if the cumulative maximum credit under Clause 1.3.1 (Site Availability) for failure to meet the Site Availability Service Level or under Clause 1.3.2 (Site Device Availability) for failure to meet

the Site Device Availability Service Level (as applicable) is due in 2 consecutive Months, or in any 4 Months during a 12-Month rolling period for more than 50% of all Locations, by giving Orange at least 30 days prior written notice.

For purposes of this Clause 1.3.4, a **"12-Month rolling period"** means a period of 12 consecutive Months determined on a rolling basis, with a 12-Month period starting anew immediately after the end of the preceding 12-Month cycle. For example, if the first 12-Month rolling period is from June 1, 2021 through May 31, 2022, then the next 12-Month cycle will start on June 1, 2022 and end on May 31, 2023, and so on.

1.4 Service Level for Guaranteed Time To Repair

1.4.1 **GTTR Service Level.** The GTTR Service Levels only apply to Full Orange Service with Orange MPLS Architecture. There are no GTTR Service Levels for the Full Orange Service with VMI Access Only Architecture and the Flexible SD-WAN Overlay-only Service Architecture. Subject to the limitations, conditions and exclusions described in Clause 1.4.2 (GTTR Conditions) and Clause 1.7 (Conditions and Exclusions), Orange will restore the Service in accordance with the applicable GTTR Service Level. The GTTR Service Levels are listed in Table 4 (Time-to-Repair Service Levels for Regions A, B, C, D & E Locations[†]) in Exhibit A to this Service Level Agreement.

Orange achievement or non-achievement of the GTTR Service Levels will be measured on a Monthly basis. The time to repair starts when the GCSC creates the Incident Report for the Outage. The Service is considered restored when the GCSC closes the Incident Report in the Incident case management system after informing Customer that the Service is restored; however, the GCSC will keep the Incident Report open if Customer informs the GCSC that the Service is still out of service. If the actual time-to-repair exceeds the applicable GTTR Service Level, then Customer will receive a single cumulative maximum credit equal to 10% of the Monthly Recurring Charges for the affected Service at the Location where the Outage occurred; provided, however, if Customer is also entitled to receive any Service Level credit under Clause 1.3.1 (Site Availability) in connection with the same Outage, then Customer will only receive the greater of the credits due and owing to Customer under Clause 1.3.1 or this Clause 1.4.1; and provided further, Customer will not be entitled to Service Level credit under this Clause 1.4 if a Service Level credit pursuant to Clause 1.3.3 (EMS Global Availability) is due to Customer. For clarity, in no event will Customer be entitled to receive concurrent Service Level credits under Clause 1.3.1, Clause 1.3.3, and this Clause 1.4.1.

1.4.2 **GTTR Conditions.** The GTTR Service Levels are subject to the following conditions, limitations and exclusions and Clause 1.7 (Conditions and Exclusions):

(a) If Customer has not ordered Automation for the Location, then Customer must report the Outage to the GCSC so that Orange can create the Incident Report, and Orange must verify that Outage has in fact occurred before creating the Incident Report.

(b) The GTTR Service Levels do not apply if the Outage was caused by any equipment (including hardware and software) or service not provided by Orange.

(c) If a malfunction to the Orange MPLS' Access Circuit caused the Outage, then the Access Provider will repair the malfunctioning Access Circuit during its regular maintenance service hours. If the Access Provider does not have 24x7 regular maintenance service hours, then the calculation of the actual time-to-repair will stop at the end of the Access Provider's regular maintenance service hours and will resume at the start of the next regular maintenance service hours.

(d) The GTTR Service Level does not apply if Customer does not give Orange or the Access Provider (as the case may be): (i) information that is needed to restore the Service, or (ii) remote or physical access to the Edge Routers and the Location.

1.5 Service Level for Device Time To Repair

1.5.1 **DTTR Service Level.** The DTTR Service Levels only apply to the Full Orange Service with VMI Access Only Architecture and the Flexible SD-WAN Overlay-only Service Architecture. There are no DTTR Service Levels for the Full Orange Service with Orange MPLS Architecture. Subject to the limitations, conditions and exclusions described in Clause 1.5.2 (DTTR Limitations) and Clause 1.7 (Conditions and Exclusions), Orange will either fix or replace the faulty Edge Router that caused the Outage in accordance with the applicable DTTR Service Level provided in Table 4 (Time-to-Repair Service Levels for Regions A, B, C, D & E Locations[†]) in Exhibit A to this SLA. Orange will repair the faulty Edge Router during its regular maintenance service hours in the country where the Location is situated. If Orange does not have 24x7 maintenance service hours in the country, then the calculation of the actual time-to-repair will stop at the end of each day's regular maintenance hours and will resume at the start of the next regular maintenance hours.

Orange will report the achievement or non-achievement of the DTTR Service Levels on a Monthly basis. The time to repair starts when the GCSC creates the Incident Report for the faulty Edge Router. The Edge Router is considered fixed or replaced when the GCSC closes the Incident Report in the Incident case management system after informing Customer of such event; however, the GCSC will keep Incident Report open if Customer informs the GCSC that Service is still out of service. If the actual time-to-repair exceeds DTTR Service Level time, then Customer will receive a cumulative maximum credit equal to 10% of the Monthly Recurring Charges for the affected Service at the Location where the Outage occurred; provided, however, if Customer is entitled to receive any Service Level credit under Clause 1.3.1 (Site Availability) or Clause 1.3.2 (Site Device Availability) in connection with the same Outage, then Customer will only receive the greater of the credits due and owing to Customer under Clause 1.3.1, Clause 1.3.2, or this Clause 1.5. For clarity, in no event will Customer be entitled to receive concurrent Service Level credits under Clause 1.3.1, Clause 1.3.2, Clause 1.3.3, and this Clause 1.5.1.

1.5.2 **DTTR Limitations.** The DTTR Service Levels are subject to the following conditions, limitations, and exclusions:

(a) The DTTR Service Levels only apply if the Outage resulting from an Edge Router malfunction was detected by the Automation; provided, however, if Customer does not subscribe to Automation for the Service , then the DTTR Service Level will only apply if: (i) Customer reports the Outage to the GCSC so that the GCSC can create the Incident Report, and (ii) and the GCSC verifies that the Edge Router fault caused the Outage.

(b) The DTTR Service Level does not apply if Customer does not give Orange: (i) information that is needed to restore the Service, and (ii) remote or physical access to the Edge Router(s) and Location.

(c) The DTTR Service Level does not apply if the Outage was not caused by a fault in the Edge Router.

(d) The DTTR Service Level does not apply if there is no Outage to the Service.

1.6 Path Performance

1.6.1 **Gateway–to–ISP Router Round Trip Delay KPI.** Table 5 (Gateway–to–ISP Router RTD) in Exhibit A (Tables) lists the expected round-trip latency performance indicators (**"RTD KPI Targets"**) of packets that are transmitted (as measured on a round-trip basis – i.e. there and back) between the Gateway located within a Next Gen Hub City and the ISP Router for the VMI Access located at the Location. The RTD KPI Targets are not Service Levels. The NGH Cities are listed in Table 5.

Orange may make changes to the RTD KPI Targets at its discretion. The achievement or non-achievement of the RTD KPI Targets is not reported to Customer, and there is no penalty or remedy (financial or otherwise) if any RTD KPI Target is not met. The RTD KPI Targets only apply if: (a) the VMI Access at the Location is provided by an ISP listed in Table 5, and (b) the ISP Router and the Edge Router for the Service are both installed within the same Location.

1.7 Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

(a) The Service Levels and the RTD KPI Targets expressly set out in this SLA are the sole and exclusive performance indicators for the Architecture of the Service that is ordered by Customer, and they only apply to the Overlay Network within the scope of the Service. For clarity, the Service Levels and the RTD KPI Targets do not apply to any Underlay Connectivity (whether provided by Customer or Orange), or to any hardware, software or service that is not part of the Overlay Network (whether provided by Customer, Orange or a third party).

(b) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels under this SLA. Customer will not be entitled to any remedies set out in this SLA, and the Service Levels will not apply, if Customer does not purchase Customer Care Services as described in the Service Description for Orange Flexible SD-WAN with Cisco Service and all of the Service Management Options in respect to the Service. If Customer does not purchase the Service Management Options, then all Service Levels will automatically convert into, and will be treated as SLOs, and all remedies (financial or otherwise) associated with non-achievement of any Service Level will be null and void.

(c) Orange's Scheduled Maintenance or emergency maintenance of the Service or the Network, 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.

(d) Customer must submit claims for credits for unachieved Service Levels in writing to Orange within 60 days following the end of the Month in which the alleged Service Level failure occurred. Within 30 days following receipt of the claim, Orange will confirm in writing the amount of the credit (if any) from reports generated by Orange and will issue all undisputed credits within 90 days from the date of its receipt of Customer's written claim.

(e) Customer must exercise any Service termination right specified in this SLA within 60 days from the date of the Service Level failure that gave rise to such termination right. If Customer does not notify Orange in writing of its election to terminate the Service within the 60-day period, then such termination right will lapse.

(f) The exercise by Customer of the Service termination right under this SLA will be without financial liability to Customer, except that Customer will be liable to pay Orange for the Service provided up to the date that the Service is actually disconnected by Orange.

(g) The cumulative and total Service Level credit that Customer will be entitled to receive per Location per Month for non-achievement of any and all Service Levels applicable to the Location during such Month will not exceed 100% of such Month's Monthly Recurring Charges for the affected Location.

(h) All Service Levels or SLOs will begin on the first full Month following the Date of Acceptance of the Service at the Location. Unless otherwise expressly stated in this SLA, the measurement period for all Service Levels (or SLOs, as the case may be) will start on the first day of the Month and will end on the last day of the Month.

(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, environmental condition failure (e.g. air conditioning failure in the equipment room where the Edge Router is installed), power outages, disruption to Access Circuits not caused by Orange or Access Providers, or by any act or omission of Customer or any User.

(j) The Service Levels and the RTD KPI Targets do not apply if the Underlay Connectivity for the Service uses satellite, dial, GPRS, micro-wave, wireless, or non-wired Access Circuit.

(k) No separate or additional Service Level (or SLOs, as the case may be) will apply for IPv6 traffic or related Incidents.

EXHIBIT A TABLES

Table 1: Service Levels Applicable to Architecture

Architecture	Service Levels Offered				
	Site Availability	Site Device Availability	EMS Availability	GTTR	DTTR
Flexible SD-WAN Service, Full Orange Service with Orange MPLS	Yes	–	Yes	Yes	–
Flexible SD-WAN Service, Full Orange Service with VMI Access Only	Yes	–	Yes	–	Yes
Flexible SD-WAN Overlay-only Service	–	Yes	Yes	–	Yes

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

Region	Edge Router Configuration	Service Levels for Different Topologies							
		Single VMI Access	Dual VMI Access	Single Orange MPLS	Orange MPLS + VMI Access	Orange MPLS + Dual VMI Access	Dual Orange MPLS	Dual Orange MPLS + Single VMI Access	Dual Orange MPLS + Dual VMI Access
Region A	Single	99.30%	99.55%	99.85%	99.90%	–	–	–	–
	Dual	–	99.65%	–	99.95%	99.99%	99.99%	99.99%	99.99%
Region B	Single	99.05%	99.30%	99.65%	99.75%	–		–	–
	Dual	–	99.55%	–	99.85%	99.95%	99.95%	99.99%	99.99%
Region C	Single	98.50%	98.70%	99.25%	99.45%	–	–	–	–
	Dual	–	99.05%	–	99.55%	99.85%	99.85%	99.95%	99.95%
Region D	Single	98.00%	98,20%	98.55%	98.85%	–	–	–	–
	Dual	–	98.35%	–	99.05%	99.55%	99.55%	99.85%	99.85%
Region E	Single	95.00%	95,30%	97.55%	98.05%	–	–	–	–
	Dual	–	95,50%	–	98.35%	99.05%	99.05%	99.55%	99.55%

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

Table 3: Site Device Availability Service Levels

Region	Edge Router Configuration	Site Device Availability Service Levels
All Regions	Single	99.90%
	Dual	99.95%

Table 4: Time-to-Repair Service Levels for Regions A, B, C, D & E Locations[†]

Region	Service Levels for Different Topologies					
	Overlay-Only (Native SD-WAN Device)	Overlay-Only (uCPE Hosting SD-WAN VMS)	Single Edge Router with VMI Access	Single Edge Router with Orange MPLS	Dual Edge Routers with Only VMI Access	Dual Edge Routers with at least 1 Orange MPLS
Region A	DTTR Next BD	DTTR Next BD	DTTR Next BD	GTTR Next BD	DTTR 5hrs	GTTR 5hrs
Region B	DTTR Next BD	DTTR Next BD	DTTR Next BD	GTTR Next BD	DTTR 7hrs	GTTR 7hrs
Region C	DTTR Next BD	DTTR Next BD	DTTR Next BD	GTTR Next BD	DTTR 13hrs	GTTR 13hrs
Region D	DTTR Next BD +1	DTTR Next BD +1	DTTR Next BD +1	GTTR Next BD +1	DTTR Next BD	GTTR Next BD
Region E	DTTR Next BD +1	DTTR Next BD +1	DTTR Next BD +1	GTTR Next BD +1	DTTR Next BD	GTTR Next BD

(Next BD+1 = Business Day coming after the Next Business Day)

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

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Table 5: Gateway–to–ISP Router RTD

NGH City & Country Pair		ISP	RTD KPI Target (milliseconds)
NGH City	ISP Router Location		
Amsterdam	Belgium	COLT Technology Services	30
	Belgium	Proximus	30
	Belgium	Telenet	40
	Israel	Bezeq International	90
	Jordan	Jordan Telecom Group	90
	Luxembourg	Cegecom	40
	Netherlands	Tele2 Netherlands NV	60
	Netherlands	COLT Technology Services	30
	Netherlands	Eurofiber Netherlands B.V.	40
	Egypt	Orange Egypt for Telecommunications SAE	110
Atlanta New York San Jose	United States	American Telephone and Telegraph Company	80
	United States	CenturyLink	80
	United States	GTT	80
	United States	Verizon Business	80
	United States	Zayo Bandwidth	80
Frankfurt	Albania	Neterra	60
	Algeria	ICOSNET SPA	140
	Armenia	UCOM LLC	80
	Austria	A1 Telekom Austria AG	50
	Austria	COLT Technology Services	70
	Austria	Hutchison Drei Austria GMBH	70
	Bosnia & Herzegovina	Softnet D.O.O.	60
	Bulgaria	Neterra	50
	Bulgaria	Vivacom	60
	Croatia	Neterra	50
	Czech Republic	Ceska Telekomunikacni Infrastruktura A.S.	40
	Czech Republic	T-Mobile Czech Republic A.S.	40
	Germany	COLT Technology Services	40
	Germany	Plusnet GMBH	40
	Germany	Vodafone D2 GMBH	40
	Hungary	Invitech Solutions ZRT	40
	Hungary	Magyar Telekom	70
	Italy	COLT Technology Services	50
	Italy	Fastweb	80
	Italy	Infracom Italia SPA	60
	Italy	Retelit S.P.A.	40
	Italy	Telecom Italia	40
	Montenegro	Softnet D.O.O.	60
	Northern Macedonia	Softnet D.O.O.	60
	Poland	Orange Poland	60
	Romania	GTS Telecom	60
	Romania	Orange RO	50
	Romania	Telekom Romania Communications S.A.	60
	Serbia	Softnet D.O.O.	50
	Slovakia	Benestra	60
	Slovakia	Orange SK	40
	Slovenia	Telekom Slovenije UNLTD	70
	Switzerland	COLT Technology Services	50
	Switzerland	Sunrise Communications	50
	Tunisia	Orange Tunisie	70
	Ukraine	Datagroup	60

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NGH City & Country Pair		ISP	RTD KPI Target (milliseconds)
NGH City	ISP Router Location		
	Ukraine	Infocom	110
	Ukraine	Volz	50
Hong Kong	Hong Kong	PCCW	40
	Hong Kong	HKBN Enterprise Solutions HK Ltd	30
	Hong Kong	Hong Kong Broadband Network Ltd	30
	Philippines	Converge Information and Communications Technology	90
	Philippines	Globe Telecom	110
	Vietnam	FPT International Telecom Company Ltd	70
Johannesburg	South Africa	CMC Networks	70
	South Africa	Metro Fiber Networx (PTY) Ltd	70
	South Africa	Vodacom	70
	South Africa	Liquid Telecommunications South Africa PTY Ltd	70
London	Cote D'Ivoire	Orange Cote d'Ivoire	120
	Ghana	Internet Solutions Ghana Ltd	120
	Greece	Vodafone Greek Telecommunications Company	90
	Iceland	Siminn	70
	Ireland	BT Ireland	70
	Ireland	COLT Technology Services	40
	Ireland	E-Net	40
	Kenya	Liquid Telecom	200
	Madagascar	Orange Madagascar	250
	Mali	Orange Mali	110
	Mauritius	Mauritius Telecom	240
	Morocco	Meditelecom	80
	Niger	Orange Niger	230
	Portugal	MEO - Servicos de Comunicacoes e multimedia S.A.	70
	Portugal	NOS Comunicacoes S.A.	70
	Rwanda	Liquid Telecom	200
	Senegal	Sonatel	120
	Spain	COLT Technology Services	60
	Spain	Orange Spain	70
	Tanzania	Liquid Telecom	200
	Uganda	Liquid Telecom	200
	United Kingdom	BT Wholesale	30
	United Kingdom	COLT Technology Services	40
	United Kingdom	Talk Telecommunications Ltd	40
	United Kingdom	Vodafone Carrier Services	60
Manama	Bahrain	VIVA	20
	United Arab Emirates	Emirates Integrated Telecom Company PJSC (DU)	50
Mumbai	India	Bharti Airtel Ltd	80
	India	TATA Teleservices Ltd	80
	India	TATA Communications Ltd	80
Santiago	Chile	GTD Teleductos	50
	Chile	Telefonica Chile	50
	Chile	Entel Chile	30
Sao Paulo	Argentina	Centurylink	80
	Brazil	CEMIG Telecomunicacoes S.A.	80
	Brazil	Unitelco - Universal Telecom S/A	80
	Brazil	Vogel Telecomunicacoes	80
	Brazil	Wireless Comm Services Ltda	80
	Brazil	Algar Telecom	80
	Brazil	Centurylink	100

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NGH City & Country Pair		ISP	RTD KPI Target (milliseconds)
NGH City	ISP Router Location		
	Paraguay	Tigo	70
	Uruguay	Antel	100
Singapore	Indonesia	PT Lintasarta	70
	Indonesia	Telin	70
	Malaysia	Telekom Malaysia	50
	Malaysia	Time Telekom SB	50
	Singapore	Singapore Telecommunications Ltd	30
	Singapore	Starhub PTE Ltd	30
	Sri Lanka	Dialog Broadband Networks (PVT) Ltd	70
	Thailand	CAT Telecom Public Co. Ltd	60
	Thailand	Jastel Network Company Ltd	70
	Thailand	True Corporation Public Company Ltd	70
Stockholm	Denmark	GlobalConnect	50
	Denmark	TDC	60
	Estonia	GlobalConnect	40
	Finland	IP Only Networks AB	40
	Finland	GlobalConnect	40
	Latvia	GlobalConnect	40
	Lithuania	GlobalConnect	40
	Norway	GlobalConnect	40
	Norway	Telenor	40
	Sweden	GlobalConnect	40
Sydney Melbourne Perth	Australia	AAPT Ltd	80
	Australia	Telstra	80
	Australia	Optus	80
Tokyo	Japan	KDDI Corporation	40
	Japan	NTT Communications Corporation	50

EXHIBIT B   REGIONS

Key	Country	Region	Key	Country	Region	Key	Country	Region
AF	Afghanistan	E	GA	Gabon	E	NG	Nigeria	E
AL	Albania	E	GM	Gambia	E	MP	Northern Mariana Is.	E
DZ	Algeria	E	XX	Gaza Strip	E	NO	Norway	A
AD	Andorra	B	GE	Georgia	D	OM	Oman	D
AO	Angola	E	DE	Germany	A	PK	Pakistan	E
AI	Anguilla	C	GH	Ghana	E	PA	Panama	D
AG	Antigua & Barbuda	E	GI	Gibraltar	B	PG	Papua New Guinea	E
AR	Argentina	D	GR	Greece	C	PY	Paraguay	C
AM	Armenia	D	GD	Grenada	C	PE	Peru	E
AW	Aruba	C	GP	Guadeloupe	C	PH	Philippines	D
AU	Australia	A	GU	Guam	E	PL	Poland	B
AT	Austria	A	GT	Guatemala	D	PT	Portugal	A
AZ	Azerbaijan	D	GN	Guinea	E	PR	Puerto Rico	D
BS	Bahamas	D	GY	Guyana	E	QA	Qatar	C
BH	Bahrain	C	HT	Haiti	E	RE	Reunion	C
BD	Bangladesh	E	HN	Honduras	D	RO	Romania	B
BB	Barbados	C	HK	Hong Kong	A	RU	Russian Federation**	B
BY	Belarus	C	HU	Hungary	B	RW	Rwanda	E
BE	Belgium	B	IS	Iceland	A	KN	Saint Kitts & Nevis	D
BZ	Belize	D	IN	India**	D	LC	Saint Lucia	D
BJ	Benin	E	ID	Indonesia	C	WS	Samoa, Ind. State of	E

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

END OF SERVICE LEVEL AGREEMENT FOR FLEXIBLE SD-WAN WITH CISCO SERVICE

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