

SLA FOR OPERATIONAL SUPPORT SERVICES

1. Introduction

This SLA describes the Service Levels applicable to the Operational Support Services. Non-achievement of a Service Level may entitle Customer to receive remedies as set out in this SLA.

2. Definitions. As used in this SLA, the following capitalized terms will have the meanings given to such terms in this Clause 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 Operational Support Services or elsewhere in the Agreement.

"Scheduled Maintenance" means maintenance scheduled by Equant to implement generic changes to, or generic version updates of, the Operational Support Services or the Equant systems and network (and associated software and hardware configurations) supporting the Operational Support Services. **"Service Center"** means the location from which an Equant field engineer is dispatched to provide Operational Support Services at a Location.

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

"Qualifying Charges" means the monthly recurring Charges for the applicable Operational Support Service at a Location, excluding all one-time charges.

3. Conditions and Exclusions.

This SLA, and Customer's entitlement to the remedies set out in this SLA, is subject to the following conditions and exclusions:

(a) Except as otherwise provided in this SLA, all Service Levels for on-site Maintenance Services are measured on a quarterly basis and all Service Levels for ENM Service are measured on a monthly basis. Service Levels will apply from the first full month following the Committed Delivery Date for the on-site Maintenance Service, and following the Date of Acceptance for the ENM Service, at the relevant Location.

(b) All Service Levels for On-Site Maintenance Services are measured at the overall contract level, not at an individual Location, country or regional level, unless otherwise specified.

(c) The Service Level for ENM Service Delivery is only applicable if Equant does not waive, and Customer pays, the Installation Charges for the ENM Service for the relevant Location.

(d) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Equant to provide the Operational Support Services in accordance with the Agreement.

(e) Customer must submit claims for credits for unachieved Service Levels in writing to Equant within 60 days following the end of the measurement period in which Customer alleges that the Service Level was not achieved. Within 30 days following receipt of the claim, Equant will confirm in writing to Customer the amount of the credit, if any, from reports generated by Equant.

(f) For the ENM Service, in no event will total credits due for any unachieved Service Level in any month exceed 100% of the Qualifying Charges for the affected Location in that month.

(g) The Service Levels in this SLA will not apply to the extent that nonachievement of a Service Level resulted from a failure of

network services or equipment being provided by a third party telecommunications provider or resulted from the third party vendor's refusal to cooperate with Equant in the resolution of the Fault.

(h) Customer must exercise any ENM Service termination right provided under this SLA within 60 days of the breach giving rise to Customer's right to terminate the ENM Service at the affected Location. If Customer does not notify Equant in writing of its election to terminate within the 60-day period, then Customer's right to terminate in connection with such breach will lapse.

(i) Any termination of the ENM Service by Customer due to Equant's failure to meet any Service Level under this SLA will be without financial liability to Customer, other than Customer's liability to pay for the ENM Service provided before the effective date of termination.

(j) Notwithstanding anything to the contrary contained in this SLA, in no event will Customer be entitled to receive remedies for non-achievement of any Service Level if such non-achievement was caused by a Force Majeure Event, Scheduled Maintenance, Third Party Intervention or environmental conditions, or by any act or omission of Customer or any Customer-authorized user of the Operational Support Services.

4. Service Levels for On-Site Maintenance Services. The Service Levels provided in this Clause 4 apply only to the Equant on-site Maintenance Services; the Service Levels do not apply to the Cisco SMARTnet or SMARTnet Onsite Services that may be provided with the Co-Market Offering.

4.1. Service Levels.

(a) Premier On-Site Support offers support 24 hours a day, 365 days a year. All mission critical Equipment should be covered by Premier On-Site Support. Service Levels for Premier On-Site Support are:

- **For Locations within 50 kilometers of a Service Center:** A field engineer will arrive at the Location within 4 hours of the Fault Call being logged at the GCSC and will restore the Equipment to Proper Operational Condition within 3 hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a 3 hour response time and 2 hour restore time.

- **For Locations within 51-100 kilometers of a Service Center:** A field engineer will arrive at the Location within 6 hours of the Fault Call being logged at the GCSC and will restore the Equipment to Proper Operational Condition within 3 hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a 5 hour response time and 2 hour restore time.

- **For Locations within 101-200 kilometers of a Service Center:** A field engineer will arrive at the Location within 10 hours of the Fault Call being logged at the GCSC and will restore the Equipment to Proper Operational Condition within 3 hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a 9 hour response time and 2 hour restore time.

(b) Standard On-Site Support is provided during Business Hours. This level of service may be appropriate for Equipment that is not mission critical. Service Levels for Standard On-Site Support are:

- **For Locations within 50 kilometers of a Service Center:** A field engineer will arrive at the Location within 4 Business Hours of the Fault Call being logged at the GCSC and will restore the Equipment to

Proper Operational Condition within 3 Business Hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a response time of 3 Business Hours and a restore time of 2 Business Hours.

• **For Locations within 51-100 kilometers of a Service Center:**
A field engineer will arrive at the Location within 6 Business Hours of the Fault Call being logged at the GCSC and will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a response time of 5 Business Hours and a restore time of 2 Business Hours.

• **For Locations within 101-200 kilometers of a Service Center:**
A field engineer will arrive at the Location within 10 Business Hours of the Fault Call being logged at the GCSC and will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location. Subject to an additional charge, this Service Level can be enhanced to a response time of 9 Business Hours and a restore time of 2 Business Hours.

(c) Basic On-Site Support: A field engineer will arrive at the Location on the next Business Day and will restore the Equipment to Proper Operational Condition within 3 Business Hours of arrival at the Location.

4.2. Service Level Target. Equant will respond to and restore Equipment within the Service Levels set forth in Clause 4.1 for no less than 90% of all Fault Calls that require on-site Maintenance Services during each quarter, calculated as follows:

(Total Number of Fault Calls for which Equant met the Service Level response target + Total Number of Fault Calls for which Equant met the Service Level restore target) / (Total Number of Fault Calls + Total Number of Fault Calls)

For example:

Customer placed 296 Fault Calls requiring on-site Maintenance Services during quarter N. Equant responds within the Service Level on 289 of those incidents and restores the Equipment to Proper Operational Condition within the Service Level on 286 of those incidents. The performance percentage for quarter N will be calculated as follows: (289+ 286) / (296 +296) =.97, or 97%

4.3 Remedies for Unmet Service Levels: Subject to Clause 4.4 below, Equant will remit the following credits for the units of Equipment for which the Service Level was not met.

When Equant's performance for the quarter is within 80.00-89.99%	20% of the annual Charge for Maintenance Services applicable to each unit of Equipment for which Equant did not meet the Service Level target.
When Equant's performance for the quarter falls below 80.00%	40% of the annual Charge for Maintenance Services applicable to each unit of Equipment for which Equant did not meet the Service Level target.

4.4 Exclusions. The following will be excluded from the Service Level target for on-site Maintenance Services:

- (a) All non-hardware Fault Calls (e.g., circuit and software-related Faults);
- (b) Fault Calls for Locations that have not been properly and correctly identified by the Customer;
- (c) Fault Calls for Locations that have been operational for less than 30 days;
- (d) Fault Calls for Equipment that has been relocated or modified without Equant's consent or approval; and

(e) Fault Calls where the field engineer is prevented from meeting the SLA due to Customer delaying access to the Location or Equipment.

5. Service Levels for ENM Fault Management

The following Service Levels apply to the Fault Management portion of the ENM Service:

SERVICE LEVEL	METRIC	REMEDY	REMEDY AVAILABLE
FAULT DETECTION AND REPORTING			
Commence fault management procedures within 15 minutes of detection of a Fault on the Customer Network.	100% of all trouble tickets notified within a month.	50% of the monthly recurring Charge for Fault Management for the affected Equipment.	After first time that a same Service Level is not met.
Notify or dispatch (as appropriate), via telephone or pager, either Equant or Customer's third party support services vendor, for all Fault Management trouble tickets requiring on-site remediation within 30 minutes of opening the trouble ticket.	100% percent of all Fault Management trouble tickets opened within a month.	50% of the monthly recurring Charge for Fault Management for the affected Equipment.	After third time that the same Service Level is not met within a single month.
Coordinate circuit fault issues and escalate to the third-party provider until the Fault has been resolved.	100% of all third-party circuit related Faults detected within a month	15% of the monthly recurring Charge for Fault Management for the affected Equipment.	After third time that the same Service Level is not met within a single month.
SERVICE AVAILABILITY			
Enterprise Network Management Fault Management will be available 24 x 7 x 365.	99.8% measured as an average over 12 months.	50% of the monthly recurring Charge Fault Management for the affected Equipment for the period that the Service was unavailable.	For second and subsequent failure to achieve the Service Level in a rolling 12 month period.



6. Service Levels for ENM Performance Management.

The following Service Levels apply to the Performance Management portion of the ENM Service:

SERVICE LEVEL	METRIC	REMEDY	REMEDY AVAILABLE
FAULT DETECTION AND REPORTING			
Deliver on-line Performance Management reports by 8:00 am on the due date (Local time at Customer's central Location)	100% of all Performance Management reports available online.	15% of the monthly recurring Charge for Performance Management for the affected Equipment.	After third time that the Service Level is not met within a month.
Notify Customer of any Performance Management event within 15 minutes of receipt.	100% of all Performance Management trouble tickets opened within a month.	15% of the monthly recurring Charge for Performance Management for the affected Equipment.	After third time that the Service Level is not met within a month.
Provide analysis and recommendations for all Performance Management alarms by 12 noon, (Local time at Customer's central Location).	90% percent of all Performance Management mMonth.	15% of the monthly recurring Charge for Performance Management for the affected Equipment.	After third time that the Service Level is not met within a month.
SERVICE AVAILABILITY			
Enterprise Network Management Performance will be available 24 x 7 x 365.	99%, measured as an average over 12 months.	50% of the monthly recurring Charge for Performance Management for the affected Equipment for the period when the service was unavailable.	Second and subsequent failure to achieve the Service Level in a rolling 12 month period.

7. Service Levels for ENM Configuration Management.

The following Service Levels apply to the Configuration Management portion of the ENM Service:

SERVICE LEVELS	METRIC	REMEDY	REMEDY AVAILABLE
CHANGE IMPLEMENTATION			
Open Configuration Management trouble tickets detailing changes to Network and Equipment configurations by 8:00 am (Local time at affected Location).	100% of all Configuration Management Cases opened within a month.	15% of the monthly recurring Charge for Configuration Management for the affected Equipment.	After third time that the Service Level is not met within a month.
Download archived data for specific Equipment within 30 minutes after the receipt of a valid request from authorized Customer personnel.	100% of all requests within a month.	15% of the monthly recurring Charge for Configuration Management for the affected Equipment.	After third time that the Service Level is not met within a month.
SERVICE AVAILABILITY			
Enterprise Network Configuration Management will be available 24 x 7 x 365.	99%, measured as an average over 12 months.	50% of the monthly recurring Charge for Configuration Management for the affected Equipment for the period when the service was unavailable.	For second and subsequent failure to achieve the Service Level in a rolling 12 month period.

8. Service Levels for ENM Service Delivery.

Equant will use commercially reasonable efforts to ensure that the actual delivery date of the ENM Service at each Location occurs no later than the Committed Delivery Date agreed to by the Parties on the Order. If the actual delivery date of the ENM Service at a Location is later than the Committed Delivery Date, and the delay is caused by Equant, Customer will be entitled to the following remedies:

Key City Locations (see Appendix 1)
For each full day of delay, a credit of US \$100 up to a maximum of US \$1000 per Location, or the relevant installation charge, whichever is higher.
Other Locations
For each full day of delay, a credit of US \$50 up to a maximum of US \$1000 per Location, or the relevant installation charge, whichever is higher.

9. Remedies for Unachieved ENM Service Levels

In addition to any credits due under this SLA, and with respect to the Service Levels for ENM Fault Management and ENM Service Delivery only, Customer will be entitled to cancel the ENM Service (i) at the affected Location(s) by giving at least 30 days prior written notice in the event that Equant fails to achieve the same Service Level at any Location for 2 consecutive months, and (ii) all ENM Services under this Agreement by giving at least 30 days prior written notice in the event that Equant fails to achieve the same Service Level in any 4 months in any 12 month period at more than 50% of the Locations.



APPENDIX 1 - KEY CITIES

(As may be amended by Equant from time to time)

COUNTRY	KEY CITY
ARGENTINA	BUENOS AIRES
AUSTRALIA	MELBOURNE
AUSTRALIA	SYDNEY
AUSTRIA	VIENNA
BELGIUM	ANTWERP
BELGIUM	BRUSSELS
BRAZIL	RIO DE JANEIRO
CANADA	MONTREAL
CANADA	TORONTO
CANADA	VANCOUVER
DENMARK	COPENHAGEN
FINLAND	HELSINKI
FRANCE	PARIS
GERMANY	BERLIN
GERMANY	BONN
GERMANY	BREMEN
GERMANY	COLOGNE
GERMANY	ESSEN
GERMANY	FRANKFURT
GERMANY	HAMBURG
GERMANY	HANOVER
GERMANY	MUNICH
GERMANY	STUTTGART
HONG KONG	HONG KONG
IRELAND	DUBLIN
ITALY	MILAN
ITALY	ROME
JAPAN	OSAKA
JAPAN	TOKYO

COUNTRY	KEY CITY
KOREA, REPUBLIC OF	SEOUL
LUXEMBOURG	LUXEMBOURG
NETHERLANDS	AMSTERDAM
NETHERLANDS	MAASTRICHT
NETHERLANDS	ROTTERDAM
NETHERLANDS	UTRECHT
NEW ZEALAND	AUCKLAND
NORWAY	OSLO
RUSSIAN FEDERATION	MOSCOW
SINGAPORE	SINGAPORE
SPAIN	MADRID
SWEDEN	STOCKHOLM
SWITZERLAND	GENEVA
SWITZERLAND	ZURICH
TAIWAN	TAIPEI
U.S.A	ATLANTA
U.S.A	DENVER
U.S.A	LOS ANGELES
U.S.A	MIAMI
U.S.A	NEW YORK
U.S.A	PITTSBURGH
U.S.A	SAN FRANCISCO
U.S.A	SEATTLE
U.S.A	TULSA
UNITED KINGDOM	BIRMINGHAM
UNITED KINGDOM	GLASGOW
UNITED KINGDOM	LONDON
UNITED KINGDOM	MANCHESTER