



PUBLICATION 1 SERVICE LEVEL AGREEMENT FOR INTERNET SATELLITE STARLINK

1.1 Introduction

This SLA specifies the Service Levels applicable to the Internet Satellite Starlink (the "Service") and falls under the Specific Conditions for Satellite Services.

1.2 Definitions

As used in the context of the Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of the Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement. The following definitions supplement those in the Specific Conditions for Satellite Services and in the Service Description for Internet Satellite Starlink.

"Monthly Recurring Charge" or "MRC" means all recurring monthly charges for Internet Satellite Starlink at a location, excluding all VSAT license fees and all one-time charges (e.g. installation, project management, and professional services).

"Incident" means a failure or malfunction of the Customer's Internet Satellite.

"Incident ticket" means an incident ticket generated by the NOC, identifiable by a specific reference number.

"NOC" refers to the Orange's Network Operation Center.

"Normal conditions of service" means normal conditions of supply of the Satellite Internet Starlink provided by Orange to the exclusion of any Scheduled Maintenance, Service Interruption, third party intervention or other service interruption, which is not caused by a service failure.

"NMS" means the network management system operated by the Orange and consisting of software and support infrastructure to monitor, manage, operate, and configure the Service.

"Satellite Spare Parts" or "Spare Parts" means spare parts for Satellite Equipment stored at a Customer Site in order to replace a part of a defective Satellite Equipment.

"Scheduled Maintenance" means a maintenance operation carried out by the Orange under the conditions defined in the aforementioned Specific Conditions.

"Service Interruption" means any interruption of Service of which the Customer has been informed in advance.

"Service Outage" or "Outage" means an interruption of Service which renders the Customer unable to transit traffic on the Orange's Network, it being specified that any interruption resulting from : (i) failure of the Customer's equipment (including if such failure results from tests or investigations requested by the Orange from the Customer on the Customer's equipment); (ii) Scheduled Maintenance; (iii) an act, omission, performance or non-performance by the Customer, an End User, or another third party; (iv) a Service Interruption; or (v) any other event unrelated to Internet Satellite Starlink which has an impact on the Service.

"Third-party intervention" means the intervention of any person not authorized by the Orange.

1.3 Performance Target: Round-Trip Transit Time

A round-trip transit time objective is measured between the satellite modem on the Customer Site side and the teleport, using the values reported by the NMS (herein, the **"RTD Objective"**). The RTD Objective is expressed in milliseconds ("**ms**") and is calculated on a monthly basis.

It constitutes a service level objective (an **"SLO"**) and does not give rise to any service credit. In the event that the Parties observe abnormal latency times, the Orange will implement a service improvement plan to correct the deficiencies observed.

The RTD Objective service level between the teleport and the modems of the Customer Site located in metropolitan France is: 100 ms.

1.4 Procedures for Reporting and Escalating Faults

At the time of the first Internet Satellite Starlink Order, the Orange will provide the Customer with all information relating to the incident management process (NOC escalation levels, contact information, telephone numbers and incident registration).

Incident reports give rise to the opening of an incident ticket and will be escalated by the Customer or by the Orange under the following conditions:

- **Orange reporting:** all Service incidents will be reported by the NOC to the Customer by e-mail.
- **Customer reporting:** in the event of an incident observed by the Customer, it is the Customer's responsibility to promptly contact the NOC, under the conditions defined in the aforementioned documentation, so that an incident ticket can be generated by the Orange for the purpose of resolving the reported problem.

To this end, the Customer must ensure that qualified personnel with access to any equipment (Customer-owned equipment or Customer-provided Equipment) are available to contact the NOC and follow the trouble ticket process. Failure to provide qualified personnel or to monitor access to equipment may delay the generation of a trouble ticket, and the opening of such a trouble ticket is a prerequisite for: (a) the establishing of a service interruption, and (b) the calculating the amount of any penalties due.

In the event of an incident resulting in the unavailability of an Access, the Orange undertakes to generate the incident ticket within a maximum period of two (2) hours between the time when the Customer reports the incident and the time when the Orange notifies the Customer that the incident has been dealt with. This 2-hour response is included and available for all Profiles. It is activated for any incident reported, from Monday to Sunday, 24 hours a day. Bank holidays included.

All Service incidents reported to the NOC will be verified by the Orange.

The incident start date corresponds to the date on which the first incident ticket is opened by the NOC.

The end date of the incident corresponds to the date of resolution of the incident by the Orange, formalized by the closure of the incident ticket by the NOC.

1.5 General

1.5.1 In the event of non-compliance with one or more service quality commitments, the Customer may request the Orange to pay the service credits defined in this Service Level Agreement.

Any service credit may be claimed by the Customer under the following conditions:

Within 60 days of the end of the month in which the Customer considers that a service level has not been met, the Customer must submit to the Orange in writing its claim for compensation for non-fulfilment of the service level. Within 30 days of receipt of this request, and on the basis of reports generated by the Orange, the amount of any penalty due will be confirmed in writing by the Orange to the Customer. Penalties are charged to the invoice for the two-month period following acceptance by the Orange.

1.5.2 In no event shall the total penalties due for failure to meet any Service Level exceed, in any given month, 100% of the Monthly Bandwidth Charge for the Site concerned.

1.5.3 Unless otherwise specified, the measurement period for all Service Levels begins on the first day of the month and ends on the last day of the month.

1.5.4 All interruptions caused by a failure of the Equipment outside of Normal Conditions of Service are excluded from the calculation of the total interruption.

In the event that a Site is not directly accessible by land and is located more than 50 km from one of the Orange's service centers, the method of replacing the defective Equipment and the delivery time will be agreed with the Customer on a case-by-case basis. The Customer may be required to provide logistical support to remedy Equipment failures. Service downtime will then be determined on the basis of the difference between the agreed time and the time actually taken.

If the equipment belongs to the Customer, the latter will be responsible for ordering spare parts.

The Service Level for Site Availability also applies when a regional spare parts management policy for Customer Sites has been agreed upon with the Orange.

1.5.5 Failure by the Orange to comply with a service quality commitment does not relieve the Customer of its obligation to pay the price of the Services purchased from the Orange.

1.5.6 In the event of non-compliance with a service quality commitment requiring the implementation of an audit service, the Orange undertakes not to invoice the Customer for the amount of said audit service.

1.5.7 The Orange may not be held liable for failure to comply with service quality commitments in the following cases:

- (a) Force majeure as defined in the Orange's Agreement;
- (b) Acts of third parties, such as a delay in commissioning or unavailability on an access link subscribed by the Customer with a third party, broken or blocked civil engineering, unauthorized road access, administrative refusal, etc.;
- (c) Electrical failure at the Customer Site, particularly due to storms;
- (d) Facts of the Customer or any user authorized by the Customer (act or omission) such as:
 - (i) Incorrect installation of the Satellite Terminal by the customer;
 - (ii) Unauthorized modifications;
 - (iii) Inaccessibility of the Customer or the Customer's Site in the event of an incident: if for any reason the Customer cannot be reached, the processing of the incident is frozen until the Orange (or its representative) can establish contact with the Customer in order to resolve the identified incident. This measure also applies to cases where the Customer refuses the Orange (or its representative) access to the Site in order to restore the Service;
 - (iv) Postponement of intervention at the customer's request; or
 - (v) Waiting for information or action from the customer.
- (e) Customer's request to upgrade or modify the Service.
- (f) Service interruptions due to work scheduled by the Orange. Service interruptions will not be taken into account in the calculation of contractual availability or reactivity commitments;
- (g) Physical disruption of satellite connections not caused by the Orange;
- (h) Satellite failure; or
- (i) Any failure or disconnection of the customer's equipment.

1.5.8 Finally, with particular regard to the Terminal or Starlink Kits, and in accordance with the Starlink Conditions, the Orange is not liable for damage to the Starlink Kit after delivery, nor for malfunctions of the Services resulting from:

- (a) manual antenna reorientation;
- (b) repair, modification, or disassembly of the Starlink Kit by anyone other than Starlink or its authorized agent;
- (c) failure to follow instructions, including obstructing the field of vision of the Starlink Kit;
- (d) fire, flood, wind, lightning, earthquake, inclement weather, or other acts of nature;
- (e) food or liquid spills on the Starlink Kit;

- (f) planned or emergency network maintenance;
- (g) problems with the Customer's power supply or network equipment;
- (h) misuse, abuse, accident, vandalism, alteration, or negligence;
- (i) wear and tear or deterioration, or superficial defects that do not affect the performance of the Starlink Kit;
- (j) use in combination with devices or software not supplied or approved by Starlink;
- (k) inability to obtain or maintain necessary authorizations, permissions, or licenses;
- (l) events beyond Starlink's reasonable control.

1.5.9 Service Levels also exclude certain causes described in Exhibit A (Satellite-Specific Faults).

EXHIBIT A SATELLITE-SPECIFIC FAULTS

Table 1 lists a series of causes of failure with an indication of responsibility.

Table 1: Causes of Satellite-Specific Failures

	Cause of Outage	Responsibility of Orange	Service Level Impact
1	Breakdown of the Site's satellite service equipment.	No	Yes
2	Site power supply failure or peaks (note 1).	No	No
3	Teleport troubleshooting.	No	Yes
4	Power supply failure at teleports.	No	Yes
5	Maintenance and test work agreed by the Orange (note 2).	No	No
6	Interruption of Space Segment availability (note 3).	No	No
7	Interference from other systems and/or transmissions (note 4).	No	No
8	Outages due to precipitation (note 5).	No	Yes
9	Short interruptions < 10 min. due to weather conditions (note 6).	No	No
10	Interruptions due to severe weather conditions (note 7).	No	No
11	Solar outages.	No	No
12	Satellite outages.	No	No
13	Force Majeure.	No	No
14	Power outages.	No	Yes
15	Vessel located outside the Internet Satellite coverage area.	No	No
16	Outage due to antenna masking (planned or accidental).	No	No

Notes:

1. The Customer is responsible for the power supply to all of its Sites.
2. Breakdowns due to Scheduled Maintenance or failure by the Customer to meet its obligations will not be taken into account when calculating Site availability.
3. Third-party satellite operators have the right to interrupt Space Segment availability for troubleshooting purposes in the event of danger to the satellite.
4. The Orange is not responsible for Service interruptions caused by electromagnetic interference from signals and transmissions from other VSAT satellite systems and from marine transmitters and radio links or obstructions constructed or installed between the remote satellite equipment, and the satellite's line of sight. The Orange will provide assistance to the Customer, at an additional Charge, to help resolve such interference problems.
5. Short-term interruptions (<10 minutes) caused by weather conditions (e.g. heavy rain, wind, and lightning).
6. Severe weather conditions (including snow, ice, high heat, etc.). For Sites located in areas subject to particularly severe weather conditions, specific Equipment design (de-icing, air conditioning, etc.) must be considered to avoid service interruptions.
7. Depending on the geographical position of the Sites there may be Service Outages resulting from the position of the sun in the spring and autumn of each year. The duration of each sun-related outage is 5 to 8 minutes over a period of five (5) days. During a service interruption caused by the sun, the quality of the Site's reception channel may result in an interruption of the Service. The maximum loss of Site availability due to a solar blackout is 0.015% per year. At the Customer's option and for an additional Charge, the Orange will inform the Customer of the expected dates/times of a solar-related outage period (for fixed Sites only) approximately one (1) week prior to such period occurring.

END OF SERVICE LEVEL AGREEMENT FOR INTERNET SATELLITE STARLINK