

## Ethernet Private Line Service Level Agreement for Contracts outside of the United States

1. **Service Level Agreement Summary.** The EPL Service Level Agreement ("EPL SLA") is available to Customers with a minimum Initial Service Term of at least one year. This SLA will apply from the Acceptance Date for the Service for the duration of the Service Term.
2. **Service Level Commitments.** The table below shows the Service Level Commitments ("SLCs") available to qualified Verizon Ethernet Private Line ("Verizon EPL") customers.  
The SLC that Verizon offers depends on the type of connectivity the Customer has ordered and the geographic location of the Service.

- 2.1 **Geographic Location.** This SLA is only applicable to circuits originating and terminating in the following countries:

- Australia, Austria, Belgium, China, Czech Republic, Denmark, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom
- Or originating in one of the before mentioned countries and terminating in the United States.

The actual availability of the Service in each country depends on the specific Customer situation and is agreed in the Service Order Form.

- 2.2 **Connectivity to Verizon.** There are two ways customers can connect to the Verizon Ethernet Private Line Service:

- On-Net Access – means local access is furnished wholly via facilities owned or operated by Verizon or a Verizon Affiliate. If a Customer Site is collocated with Verizon, the Customer is considered to have On-Net Access for Service to that Customer Site.
- Off-Net Access – means local access is not wholly furnished via facilities owned or operated by Verizon or a Verizon Affiliate but ordered by Verizon or a Verizon Affiliate from a third party such as the local PTT. Customer-provided is not permitted.

- 2.3 **Service Level Commitments.**

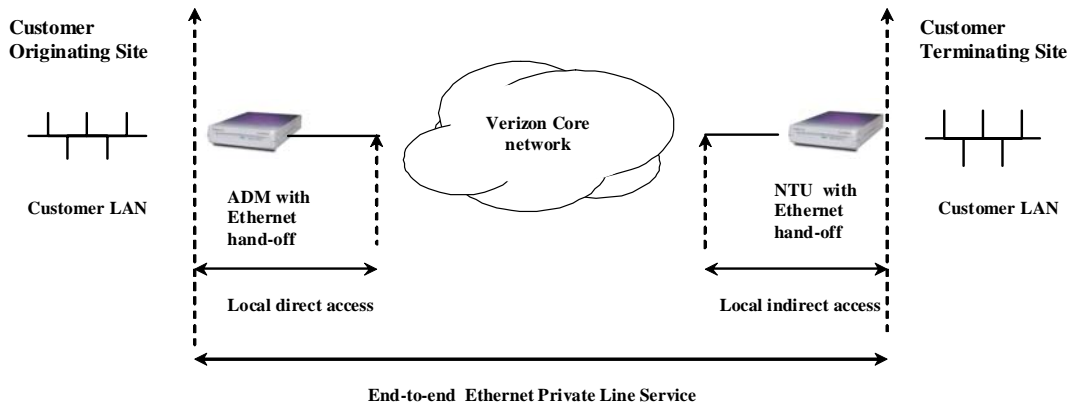
Service Level Commitments	
Service Availability Standard (On-Net Access)	100%
Service Availability Standard (Off-Net Access)	99.8%
Mean Time to Repair (On-Net Access)	4 Hours
Mean Time to Repair (Off-Net Access)	5 Hours
Customer Due Date (CDD) (On-Net Access only)	100% of Services installed within CDD
Throughput (On-net Access only)	100%

### NOTES:

1. If the circuit originates at a Customer Site with On-Net Access, and terminates at a Customer Site with Off-Net Access (or visa versa), the Off-Net metrics as set out above will apply.
  2. Service Availability is calculated on a Customer Site to Customer Site basis.
3. **Definition of Standard SLA Parameters.** Verizon has based its service parameters on those defined by the International Telecommunication Union (ITU) Recommendations. This provides you with the confidence that Verizon is accurately and consistently monitoring our service and reporting performance to an independent standard.

For consistency, the following diagram details the active elements within the Verizon Ethernet Private Line Service.

### 3.1 End to End Service Availability.



ADM = Add Drop Multiplexer  
NTU = Network Termination Unit

**3.1.1 Definition.** End-to-End Service Availability is defined as the total number of minutes in a billing month during which the Service is available to transmit data between the originating & terminating Customer Sites, as indicated in the diagram above (End to End Service), divided by the total number of minutes in a billing month.

#### 3.1.2 Service Level Commitment.

- Verizon's Service Availability SLC is 100% where the Customer has Protected Service and 99.8% where the Customer has Linear Service.
- Service Availability is calculated in relation to Service Outage (Priority 1 fault) only.
- Measurement is based on the Verizon Trouble Ticket system time documentation and does not include time covered by exclusions in the section titled "Terms and Conditions".
- The calculation of Service Outage time does not include periods of Service degradation, such as slow data transmission.
- The Service Credit table is based on minutes of Service Outage time.
- The Service Credit will be calculated as a percentage of the Monthly Recurring Charges ("MRC") for the affected circuit(s) and not as a percentage of the Monthly Recurring Charges for all circuits the Customer has in use.

#### 3.1.3 Calculation.

Monthly Service Availability (%) =

$$\left( 1 - \left( \frac{\text{Total minutes of Service Outage per month}}{\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \right) \times 100$$

**3.1.4** Translation of SLC Percents to Available Minutes and Service Outage Minutes for Billing Months of different lengths.

Number of Days in Billing Month	100 % Availability per Month in Minutes	Service Outage in Minutes for 99.8% SLC
31 days	44.640	89
30 Days	43.200	86
29 Days	41.760	84
28 Days	40.320	81

### 3.1.5 Service Availability Service Credit Schedule.

Service Outage		Service Credits as % of MRC for affected part of the Service	
Minutes From	Minutes To	On-Net	Off-Net
0	43	10%	0%
44	86	10%	0%
87	120	15%	7.5%
121	240	20%	7.5%
241	360	25%	10%
361	640	30%	15%
641	720	30%	15%
>720		30%	15%

## 3.2 Mean Time to Repair ("MTTR").

### 3.2.1 Definition.

- Mean Time To Repair is the average time to restore the Service during a Service Outage in a billing month.

### 3.2.2 Service Level Commitment.

- The SLC for MTTR for Protected Access service is 4 hours and for Linear Access service is 6 hours.
- MTTR may be claimed in addition to Service Availability for the same outage if both SLCs have been violated.
- A Service Credit for MTTR is payable in relation to Service Outage (Priority 1 Fault) only.
- The Service Credit will be calculated as a percentage of the Monthly Recurring Charges ("MRC") for the affected circuit(s) and not as a percentage of the Monthly Recurring Charges for all circuits the Customer has in use.

### 3.2.3 Calculation.

- MTTR is calculated as a monthly average of the time taken to repair all Service Outages on each circuit.
- The number of Service Outages is calculated from the number of corresponding Trouble Tickets for Service Outages opened during the billing month for the Service.

### 3.2.4 Monthly Mean Time To Repair (Hrs.) =

$$\frac{\text{Cumulative length of Service Outage(s) per Circuit}}{\text{Total number of Trouble Tickets for Service Outages per billing month per Circuit}}$$

### 3.2.5 Mean Time To Repair Service Credit Schedule.

Mean Time To Repair	Service Credits as % of MRC for affected Circuits	
	On-Net	Off-Net
2 hours - 3 hours, 59 min, 59 sec	0%	0%
4 hours - 4 hours, 59 min, 59 sec	4%	0%
5 hours - 7 hours, 59 min, 59 sec	10%	2%
8 hours - 11 hours, 59 min, 59 sec	10%	2%
12 Hours +	10%	2%

## 3.3 Customer Due Date (CDD).

### 3.3.1 Definition.

- The Customer Due Date (CDD) is the date that Verizon commits to deliver the Service to the Customer.

**3.3.2 Service Level Commitment.**

- Verizon will confirm the Customer Due Date (CDD) in writing to the Customer upon acceptance by Verizon of the Service Order.
- Where the Service is based upon existing On-Net Access only, Verizon agrees to commit to deliver the Service by the CDD.
- Where the Service or any part thereof is delivered using third party local access circuits, or requires new Verizon direct access, Verizon is unable to make any kind of commitment in respect of the CDD provided to the Customer.

**3.3.3 Customer Due Date Service Credit.** If Verizon fails to meet the SLC to meet the Customer Due Date for the Service over an existing On-Net Access, the Customer will receive a Service Credit equal to the total MRC that would have been payable for the affected circuit(s) for all Business Days from the CDD until the actual Acceptance Date of the Service.

**3.3.4 Calculation.** The applicable Service Credits will be calculated as follows: MRC divided by the number of Business Days in the month, multiplied by the difference in Business Days between the CDD and the actual Acceptance Date for the Service.

**3.4 Throughput.**

**3.4.1 Definition.**

- Throughput is defined as the Bandwidth Rate (expressed in Megabits) that can effectively be used by the Customer compared to the Bandwidth Rate delivered by Verizon (see Appendix 1) based on an Ethernet frame size of 1518 bytes. This is in accordance with the RFC (Request For Comments <http://www.scit.wlv.ac.uk/rfc/rfc25xx/RFC2544.html> 2544 testing recommendation) and the Service. Throughput excludes Ethernet Frames that are not delivered due in whole or in part to factors unrelated to Verizon's Service.

**3.4.2 Service Level Commitment.**

- The Service Level Commitment for Throughput is 100% where the Customer has On-Net access at both ends. There is no SLC where Customer has Off-Net access on one or both ends.
  - The Throughput commitment in this SLA is based on an Ethernet frame size of 1518 bytes and the Delivered Bandwidth Rate detailed in Appendix 1.
- Customers must open a Priority 2 Trouble Ticket for Service Degradation when a throughput issue first surfaces. Verizon will work with the Customer to confirm the Throughput performance.
- Customers can measure Throughput prior to opening a Trouble Ticket. Verizon may elect to use the Customer's measurements as a benchmark for the repair actions. Customer must release the affected circuit for testing by Verizon upon Verizon's request in order to qualify for Service Credits.
- Upon confirmation by Verizon that a specific circuit does not comply with this SLC for Throughput, Verizon has a period of thirty (30) calendar days from such confirmation to address such non-compliance with the SLC and close the applicable Trouble Ticket, without attracting any liability for payment of Service Credits for failure to meet the SLC.
- If the Service fails to meet this SLC after the expiry of such thirty (30) day period, Customer shall qualify for Service Credits as specified below.
- The Service Credit will be calculated as a percentage of the Monthly Recurring Charges ("MRC") for the affected circuit(s) and not as a percentage of the Monthly Recurring Charges for all circuits the Customer has in use.

**3.4.3 Calculation.**

- Throughput is calculated as the usable Bandwidth Rate (expressed in Megabits) successfully (without any frame loss) transmitted over Verizon' core network, divided by the Bandwidth Rate (also expressed in Megabits) delivered by Verizon, based on an Ethernet frame size of 1,518 bytes (according to the RFC 2544 testing recommendation ) and the Service provided by Verizon. The measurement domain is the Edge-to-Edge device (from CPE to CPE) within the Verizon Ethernet Private Line service. Throughput for frames with a size of 1,518 bytes is calculated as follows:

$$\text{Throughput} = \frac{\text{Usable Bandwidth Rate (in Megabits)}}{\text{Bandwidth Rate (in Megabits)}} \times 100\%$$

#### 3.4.4 Throughput Service Credit Schedule.

Service Level Commitment	Service Credit as % of MRC for affected Circuit
100%	10%

#### 4. How the SLA Works.

- 4.1 **Reporting an SLC Related Fault.** When Customer experiences a Fault to which an SLC relates, Customer should notify the appropriate Verizon Help Desk to open a Trouble Ticket. The Customer must open a Trouble Ticket to qualify for the Service Credits issued for failure to meet an SLC.
- 4.2 **Service Credit Calculation.** The Service Credit structure for non-compliance with any SLC is set out in the section titled "Service Level Commitments" above and is based upon monthly billing calculations.

For any billing month in which Verizon fails to meet an SLC, the applicable Service Credit shall be applied as a percent of the net MRC relating to the affected part of the Service to which the applicable SLC failure relates.

Customer may claim Service Credits for Service Availability and MTTR for the same Service in a given month, subject to the terms of this SLA. **Customer cannot claim Service Credits for Throughput in combination with Service Availability and/or MTTR Service Credits.**

##### Service Outage Example:

Customer had two Service Outages on a Amsterdam, Netherlands to Frankfurt, Germany circuit in the same month, for total monthly downtime equal to 8.5 hrs. Both sites are On-net.

MTTR breakdown was as follows:

MTTR tkt 1 = 3.7 hrs  
 MTTR tkt 2 = 4.8 hrs  
 the average MTTR = 4.25 hrs

Customer in this case would be entitled to the following percentage pay out on the affected part of the Service.

30% (credit for Service Availability SLC) + 4% (credit for MTTR SLC) = 25% total pay out.

##### CDD Example:

On 20 January 2007 Verizon provides the CDD to the Customer: 12 February 2007 is the CDD, which is the promised delivery date. According to the letter, sent by Verizon after delivery of the Service the Acceptance Date is 16 February 2007, which is the actual delivery date. The MRC is \$ 1,000.--.

Calculation: Business Days late: 2 (difference between 12 February and 16 February with the exception of the 2 weekend days). Number of Business Days in the relevant month: 20. Service credit:  $2/20 \times \$ 1,000.-- = \$ 100.--$ .

##### Throughput Example:

Customer found that some frames were dropped while trying to transmit traffic via Verizon's Service between Amsterdam and London. Both Customer Sites are on-net. Customer found that the number of frames successfully transmitted with a frame size of 1518 bytes would fit within a bandwidth of 4 Mb. Customer ordered 6 Mb of bandwidth from Verizon.

Throughput calculation:

$4 \text{ Mb} / 6 \text{ Mb} = 66\%$

After a Trouble Ticket for degraded service has been opened, Verizon measures the Throughput as well. For this the Customer has to release the circuit for testing for 90 minutes. Verizon finds that the throughput is at 77% and starts the repair. After 4 hours Verizon finds that the throughput is at 100% and informs the Customer.

In this case the Customer would not be entitled to Service Credits because Verizon has resolved the Throughput issue and closed the Trouble Ticket within 30 calendar days.

If Verizon had been unable to resolve the issue within the 30 calendar day period, the Customer would be entitled to request a Service Credit of 10% of the MRC for the affected part of the Circuit, providing Customer did so within 15 days of end of the relevant billing month (the billing month in which the 30 calendar day period for the Trouble Ticket expired).

**4.3 How to Claim.** In order to receive a Service Credit on an SLC, Customer must do the following:

- i) Report the Fault and open a Trouble Ticket within 72 hours of the occurrence.
- ii) Make a request in writing to Verizon for a Service Credit from Verizon within 15 days of the end of the relevant billing month.
- iii) For Service Availability, MTTR and Throughput:  
Document the following information when requesting the Service Credit:
  - a) Trouble Ticket number;
  - b) Time the Trouble Ticket was opened and closed;
  - c) Circuit ID's (circuit identification code) for each affected circuit and relevant local access circuits that were affected by the Fault to which the SLC relates.

For CDD:

Document the following information when requesting the Service Credit:

- a) Customer Due Date, provided by Verizon in writing, shortly after order submission;
- b) Customer Acceptance Date, provided by Verizon in writing shortly after delivery of the Service;
- c) Circuit IDs (circuit identification code) for each affected circuit.

The appropriate amount will be credited to the Customer's account, appearing as a line item on a bill delivered within 90 calendar days following Verizon's confirmation of non-compliance with the SLC.

All approved Service Credits will be provided to Customer at the Billing Account Number (BAN) level in one lump sum basis, not by reference to each individual circuit or all circuits under multiple BANs.

**5. Terms and Conditions.**

**5.1 Service Credit Liability and Other Remedies.**

- Credits are not cumulative month to month.
- Verizon's liability to pay Service Credits in respect of failure to meet the same SLC for a given Service is limited to 3 consecutive months.
- After 3 consecutive months of failing to meet the SLC, Customer may elect to terminate affected Service upon notice to Verizon without liability, except for payment of Charges for Service provided prior to termination.
- Verizon is not obliged to issue Service Credits for the same SLC for the same Service for more than 6 months out of any 12-month period.
- Service Credits or equivalent payments made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer in respect of any failure to meet an SLC (subject to clause 5.2 below).

**5.2 General Exclusions.** The following exclusions apply to all obligations of Verizon contained in this SLA:

- Any act or omission on the part of Customer, its contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control;
- Scheduled maintenance on the part of Verizon or its Verizon Affiliates which are within Verizon's maintenance windows as defined in the Service Description and as applicable from time to time
- Lapses of service or performance issues related to non-Verizon provided Customer Premises Equipment (CPE) at a Customer Site

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- Verizon excludes from the measurement of Trouble Ticket duration, any time identified on the Trouble Ticket as "Customer Time" which is any time attributable to or caused by the following:
  - Incorrect or incomplete callout information provided by Customer that prevents Verizon from completing the trouble diagnosis and Service Restoration;
  - Verizon being denied access to service components at the Customer Site when access is required to complete trouble shooting, repair, Restoration, diagnosis or acceptance testing;
  - Customer's failure or refusal to release the Service for testing;
  - Verizon calls Customer to close Trouble Ticket, but Customer is unavailable or Verizon is unable to verify Service Restoration with a Customer.
- Service Availability SLC measurements do not include periods of Service Outage resulting in whole or in part from one or more of the following causes:
  - Any act or omission on the part of any third party other than a Verizon Affiliate or a local access provider
  - Periods of service degradation, such as slow data transmission; or
  - Customer inquiry for circuit monitoring purposes only.

5.3 **Notice for SOF(s) contracted under German or Austrian Law.** The following paragraph is solely applicable to contracts governed by German or Austrian Law: This SLA, including any Service Credits for breach of quality parameters, is an independent commercial agreement. The quality parameters detailed in this SLA are neither implied warranties of the quality of the Service ("*Beschaffensvereinbarungen*") nor guarantees under the German or Austrian Civil Code ("*BGB*" or "*ABGB*"). Service Credits paid under this SLA will be set-off against any potential damage compensation payments.

6. **Definitions and Classifications.** Capitalised terms in this SLA will, unless the context otherwise requires or unless such terms are separately defined herein, have the same meanings as are ascribed to them in the Agreement.

6.1 **Definition of "Service".** Service, for the purposes of this SLA, is defined as the ability for the Customer to transmit data through the Verizon Ethernet Private Line (Verizon EPL) Service from one originating Customer Site to a terminating Customer Site across the relevant local access circuits. If any local access circuit that forms part of the Service has not been ordered by Verizon, this SLA shall not apply to that local access circuit.

6.2 **Definition of "Fault".** A Fault is defined as a material defect, fault or impairment in a Service that causes an interruption in provision of that Service, or anything that gives rise to a request for assistance or a report, as described in this SLA.

6.3 **Classifications of "Fault".** The Trouble Ticket priority is related to the severity of the Fault. Please refer to the below schedule for classifications of Faults.

Operational Classification	Criteria
Priority 1 Trouble Ticket	<ul style="list-style-type: none"> <li>• Total loss of service</li> <li>• Degraded service (i.e. the service is degraded to the extent where the Customer is unable to use it and is prepared to release it for immediate testing)</li> </ul>
Priority 2 Trouble Ticket	<ul style="list-style-type: none"> <li>• Degraded service (i.e. the service is degraded, the Customer is able/still wants to use it and is not prepared to release it for immediate testing)</li> </ul>

The only categories of Fault for which Verizon will be held accountable to a Customer under this SLA and for which a Service Credit may be payable, are the SLCs relating to Service Availability, MTTR, CDD or Throughput as set out in the definition of each SLC above.

6.4 **Definition of "Service Outage".** A Service Outage is defined as an unscheduled period in which the Service is interrupted and unavailable for use by Customer for sixty (60) or more Unavailable Seconds within a 15 minute period measured by Verizon as per the ITU Recommendations.

6.5 **Definition of "Trouble Ticket".** A Trouble Ticket is the method used by either Customer or Verizon to advise the Verizon Help Desk of a perceived Fault, including a Service Outage or a failure to meet an SLC. A unique Trouble Ticket reference number will be raised and given to the Customer and should be used each time the Customer calls in to the Help Desk for any Fault update or, if appropriate, to inform Verizon of restoration of the Service.

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Customer acknowledges that if Customer does not initiate a Trouble Ticket with Verizon in accordance with this SLA, or does not release the relevant circuit to Verizon for testing, Verizon will not be obligated to issue, and Customer will not be entitled to receive, any Service Credits for failure to meet an otherwise applicable SLC.

**Appendix 1: Ordered and Delivered Bandwidth Rate for Verizon Ethernet Private Line**

On-net & Off-net Access	
Ordered Bandwidth Rate in Mbps	Delivered Bandwidth Rate in Mbps based on 1518 bytes frame size
10	9.75
50	48.48
100	96.96
150	145.44
300	290.88
450	436.32
600	581.76
750	727.20
1000	1000