

Verizon Managed WAN Service Level Agreement (“SLA”)

Version: Managed WAN 26 Nov 2008

Effective 1 December 2008

1. Overview

When appended to a Managed WAN Service Order, this SLA is in addition to the SLA (if any) offered for Verizon Internet Dedicated, Frame Relay (“FR”), Private IP (“PIP”), Asynchronous Transfer Mode (“ATM”), and Private Line (“PL”) transport services. Terms not defined in Appendix B: Terms and Definitions will have the same meaning as in the Agreement.

The Managed WAN Service Levels are as follows:

Availability

Time to Repair (“TTR”)

Managed WAN Installation

Proactive Outage Notification

The Managed WAN Service Objectives are:

Change Management

Managed WAN Physical TTR

2. SLA Description

2.1 Management Levels

Managed WAN (“the Service”) is available in 3 Management Levels:

Monitor & Notify

Physical Management

Full Management

The applicable Management Level for each Managed Site is specified in the Service Order.

2.2 Coverage Categories

The Service Levels vary by geographic location, network provider, maintenance provider and Management Level.

2.2.1 Geographic Location. The location of a Managed Site determines the applicable Service Levels and Service Objectives. The countries covered under this SLA are divided into three categories:

1. U.S. – Contiguous 48 states and Hawaii
2. Global Tier A

Europe	Asia Pacific	Americas
Austria	Australia	Alaska
Belgium	Hong Kong	Canada
Denmark	China	Argentina
Finland	Japan	Brazil
France	Singapore	Chile
Germany	South Korea	Colombia
Ireland	Taiwan	Mexico
Italy		Panama
Luxembourg		Peru
Netherlands		Puerto Rico
Norway		Venezuela

Spain		
Sweden		
Switzerland		
United Kingdom		

3. Global Tier B – the countries where Verizon provides the Service that are not in the U.S or Global Tier A.

2.2.2 Network Provider. The network provider also determines the applicable Service Levels and Objectives. This SLA only applies to the Service if it is provided over one of the network types specified below. The networks covered under the SLA are divided into three categories:

1. Verizon Network – Internet Dedicated PIP, FR, ATM or PL provided by Verizon Business or MCI Legacy Companies with Access Type 1, 2, 3 or 4.
2. Other Verizon Networks – Verizon IP VPN as referenced in Verizon Tariff F.C.C. No. 20, Verizon Local Private Line as referenced in Verizon Tariff F.C.C. No. 1 and F.C.C No. 11, Verizon Fast Packet – ATM as referenced in Verizon Tariff F.C.C. No. 1 and F.C.C. No. 20, Verizon Fast Packet – Frame Relay as referenced in Verizon Tariff F.C.C. No. 20 with any Access Type.
3. 3rd Party Network – Customer Provided Access or transport from third parties approved by Verizon from time to time. The current approved 3rd Party Network providers are AT&T, Sprint, BellSouth, Qwest, Equant, British Telecom, Deutsche Telekom, and NTT.

2.2.3 Maintenance Provider. Maintenance of CPE at a Managed Site can be provided by two options: Verizon provided maintenance, and maintenance contracted directly by Customer.

For US sold orders, Verizon provided maintenance may be delivered by one of two Verizon maintenance organizations (Verizon Data Maintenance – Network or Verizon Data Maintenance) or by a Verizon contracted 3rd party maintenance provider. Verizon Data Maintenance offers a Different service Level.

The current approved 3rd party maintenance providers are IBM, Siemens, Cisco, HP, NCR, Datacraft, Dimension Data, Wafer Systems and Unisys. As used in this SLA, “3rd Party Maintenance” means Customer contracted 3rd party maintenance.

3. SLA Details

3.1 Service Level Agreements and Objectives by Country Category and Management Level

TABLE 3.1 FULL MANAGEMENT SERVICE LEVELS

Parameter	Region			
	U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
Availability (with dual routers / dual circuits)	100%	100%	100%	100%
Availability (with Single Router Back-up)	99.95%	99.95%	99.95%	99.95%
Availability (without Back-up)	99.5%	99.5%	99.0%	99.5%
TTR – Verizon provided maintenance or Verizon contracted 3 rd party maintenance	3.5 Hours	4 Hours	6 Hours	4 Hours

Region				
Parameter	U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
TTR – Verizon Data Maintenance and 3 rd Party Maintenance	6 Hours	6 Hours	6 Hours	6 Hours
Managed WAN Installation	45 Business Days (Hawaii excluded)	Not Available	Not Available	Not Available
Proactive Outage Notification	15 Minutes	15 Minutes	15 Minutes	15 Minutes

TABLE 3.2 PHYSICAL MANAGEMENT SERVICE LEVELS

Region				
Parameter	U.S.: Verizon Network only	Global Tier A Verizon Network Only	Global Tier B Verizon Network Only	U.S.: Other Verizon Networks & 3 rd Party Network
TTR – Verizon Network Circuit Issues Only	3.5 Hours	4 Hours	6 Hours	N/A
Region				
Parameter	All Networks, All Regions, All Maintenance Providers			
Proactive Outage Notification	15 Minutes			

TABLE 3.3 PHYSICAL MANAGEMENT SERVICE OBJECTIVES

Region				
Parameter	U.S.: Verizon Network only	Global Tier A Other Verizon Networks & 3 rd Party Network	Global Tier B Other Verizon Networks & 3 rd Party Network	U.S.: Other Verizon Networks & 3 rd Party Network
TTR –3 rd Party Network and Other Verizon Networks (Physical issues only)	N/A	4 Hours	6 Hours	4 Hours
TTR –Verizon Data Maintenance – Network (Physical issues only)	3.5 Hours	4 Hours	6 Hours	4 Hours
TTR –3 rd Party Maintenance and Verizon Data Maintenance (Physical issues only)	6 Hours	6 Hours	6 Hours	6 Hours

TABLE 3.4 MONITOR AND NOTIFY SERVICE LEVELS

Region				
Parameter	U.S.: Verizon	Global Tier A Verizon Network	Global Tier B Verizon Network	U.S.: Other Verizon Networks & 3 rd

	Network only	Only	Only	Party Network
TTR – Verizon Network Circuit Issues only	3.5 Hours	4 Hours	6 Hours	N/A
Region				
Parameter	All Networks, All Regions, All Maintenance Providers			
Proactive Outage Notification	15 Minutes			

4. Service Levels and Service Objectives Defined

4.1. Availability Managed Site Availability is based on the total number of minutes in a calendar month during which the Managed Site is available to exchange data with any other Managed Sites, divided by the total number of minutes in that month. A Managed Site is considered available whether data is passing through the primary Circuit or through a back up Circuit. Availability is based on the total number of minutes per calendar month and Managed Site design as set out in the Tables below:

- No backup – Measures the Managed Site availability for Managed Sites that have no ISDN, Analog dial, or other backup
- Single router backup – Measures the Managed Site availability for Managed Sites that have ISDN dial, Analog dial, wireless, DSL, or other backup through diverse circuits
- Dual router, dual circuit backup – Measures the Managed Site availability for Managed Sites that have two (2) connected Verizon managed routers running hot standby routing protocol (“HSRP”) or equivalent protocol each with a separate, diverse Circuit, one router with a primary Circuit, and the other router with a diverse Circuit.
- This Service Level is only available with the Full Management Service.

4.1.1 Calculation

Availability is the percentage of time that a Managed Site is available within a given calendar month. Availability only applies to Hard Outages.

Monthly Managed Site Availability (%) =

$$\left(1 - \frac{\text{Total minutes of Managed Site Hard Outage per month}}{\# \text{ days in month } \times 24 \text{ hours } \times 60 \text{ min}} \right) \times 100\%$$

4.1.2 Credit Structure and Amounts

Customers will be credited for the monthly recurring Charges for the Service at the affected Managed Site as shown below.

AVAILABILITY WITH DUAL ROUTERS / DUAL CIRCUITS

Credit as a % of Managed WAN MRC					
Managed Router to Managed Router Availability %		U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
From	To				
< 100%	99.90%	10%	10%	10%	10%
99.89%	99.50%	15%	15%	15%	15%
99.49%	99.00%	20%	20%	20%	20%
98.99%	98.00%	30%	30%	30%	30%
97.99%	97.00%	50%	50%	50%	50%
Less than 97.00%		100%	100%	100%	100%

AVAILABILITY WITH SINGLE ROUTER BACK-UP

Credit as a % of Managed WAN MRC					
Managed Router to Router Availability %		U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
From	To				
100%	99.95%	0%	0%	0%	0%
99.949%	99.90%	5%	5%	5%	5%
99.89%	99.00%	10%	10%	10%	10%
98.99%	98.00%	15%	15%	15%	15%
97.99%	96.00%	25%	25%	25%	25%
95.99%	94.00%	50%	50%	50%	50%
Less than 94.00%		100%	100%	100%	100%

AVAILABILITY WITH NO BACK-UP

Credit as a % of Managed WAN MRC					
Managed Router to Router Availability %		U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
From	To				
100%	99.50%	0%	0%	0%	0%
99.49%	99.00%	10%	5%	0%	5%
98.99%	97.00%	15%	15%	10%	15%
96.99%	95.00%	25%	20%	15%	20%
94.99%	93.00%	35%	25%	20%	25%
92.99%	90.00%	50%	30%	25%	30%
Less than 90.00%		100%	100%	100%	100%

4.1.3 Exclusions In addition to the general exclusions found in Appendix A, the following exclusions apply to the Availability Service Level:

4.1.3.1 Periods of Soft Outage

4.1.3.2 Interruptions for which no Trouble Ticket was opened.

4.1.3.3 Managed Sites installed for less than one full calendar month.

4.1.3.4 CPE not under 24 x 7 maintenance coverage with a 4 hour response time with Verizon or a Verizon approved 3rd Party Maintenance provider.

4.2 Time to Repair (“TTR”) Service Level. TTR is the time to resolve a Hard Outage Trouble Ticket at a Managed Site.

4.2.1 Calculation

Customer's TTR will be based on the Hard Outage time per Managed Site for each outage event. The TTR time starts when a Trouble Ticket is opened after a Hard Outage by Verizon or Customer, and concludes with the restoration of Managed WAN Availability. For Full Management, the TTR Service Level includes the Local Access line, the WAN infrastructure port, and the router. For Monitor and Notify and Physical Management, the TTR Service Level includes only the Local Access line and the WAN infrastructure port,

Managed Device Time To Repair (Hrs.) =

Length of Trouble Ticket resolution for Hard Outage per router per outage

4.2.2 Credit Structure and Amounts

Customer will be credited for the monthly recurring Charges for the Service for the affected Managed Site as shown below.

TIME TO REPAIR WITH FULL MANAGEMENT AND VERIZON –PROVIDED MAINTENANCE (APPLIES TO EACH ROUTER AT A MANAGED SITE)

Time to Repair Verizon Data Maintenance -- Network		Credit as a % of MRC for Managed WAN			
Hard Outage Repair Time (Per incident)		U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
3:30:00	3:59:59	5%	0%	0%	0%
4:00:00	5:59:59	10%	5%	0%	5%
6 Hours Plus		15%	10%	5%	10%

TIME TO REPAIR WITH FULL MANAGEMENT AND VERIZON DATA MAINTENANCE AND APPROVED 3RD PARTY MAINTENANCE (APPLIES TO EACH ROUTER AT A MANAGED SITE)

Time to Repair		Credit as a % of MRC for Managed WAN			
Hard Outage Repair Time (Per incident)		U.S.: Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Verizon Networks & 3 rd Party Network
6 Hours Plus		5%	5%	5%	5%

TIME TO REPAIR WITH PHYSICAL MANAGEMENT OR MONITOR AND NOTIFY

Time to Repair -		Credit as a % of MRC for Managed WAN Service			
Hard Outage Repair Time (Per incident)		U.S.: Verizon Network only	Global Tier A Verizon Network only	Global Tier B Verizon Network only	U.S.: Other Verizon Networks & 3 rd Party Network
3:30:00	3:59:59	5%	0%	0%	N/A
4:00:00	5:59:59	5%	5%	0%	N/A
6 Hours Plus		5%	5%	5%	N/A

4.2.3 Exclusions In addition to the general exclusions found in Appendix A, the following exclusions apply to the TTR Service Level:

4.2.3.1 Sites with Verizon Data Maintenance -- Network located outside of a sixty (60) mile (U.S. Sites only) or eighty (80) kilometer radius (Global Tier A and B) of an authorized Verizon service center are excluded from the TTR Service Level.

Sites with Verizon Data Maintenance – Network between sixty (60) and one hundred twenty (120) miles (U.S. Sites only) or between eighty (80) and one hundred sixty (160) kilometers (Global Tier A and B) have a TTR objective of 6 hours. Sites with Verizon Data Maintenance -- Network beyond a one hundred twenty (120) mile (U.S. Sites only) or one hundred sixty (160) kilometer radius (Global Tier A and B) have a TTR objective of 24 hours. There are no credits payable for not meeting these objectives.

4.2.3.2 Periods of Soft Outage.

4.2.3.3 Sites with DSL or VSAT access connections.

4.2.3.4 For Full Management: CPE that is not under 24 x 7 maintenance coverage with a 4 hour response time with Verizon or a Verizon approved 3rd Party Maintenance provider.

4.3 Managed WAN Installation Service Level. The Managed WAN Installation Service Level is defined as the period of time to install Managed WAN at a Site.

4.3.1 Calculation

The Managed WAN Installation Service Level time period starts on the date ("Start Date") the Managed WAN Service Order is approved in the Verizon Business Customer Center portal ("VBCC") for a specific site and ends the date the Managed WAN service is up and billable at that Site.

4.3.2 Credit Structure and Amounts

Customer will receive a fifty percent (50%) refund of the non-recurring Managed WAN installation charge for a Site if Verizon fails to install Managed WAN service within 45 business days from the Start Date for that Site.

4.3.3 Exclusions In addition to the general exclusions found in Appendix A, the following exclusions apply to the Managed WAN Installation Service Level:

- 4.3.3.1** Service Orders expedited by Customer;
- 4.3.3.2** Installations outside of the 48 contiguous United States or circuits terminating outside of the 48 contiguous United States;
- 4.3.3.3** Delays resulting from an order suspension due to Customer credit issues;
- 4.3.3.4** Circuits greater than 1.536 Mbps;
- 4.3.3.5** Access circuits or ports not ordered by Verizon; and
- 4.3.3.6** Circuits provided from Verizon Networks not listed in Section 1.

4.4 Proactive Outage Notification Service Level. The proactive outage notification Service Level provides credits if Verizon fails to notify Customer of a Hard Outage by electronic means (e.g. pager or e-mail).

4.4.1 Calculation

The Notification Period begins with opening of a Trouble Ticket for a Hard Outage. Verizon has fifteen (15) minutes ("Notification Period") to notify Customer's primary point of contact from the start point of the Notification Period. Verizon is in compliance with the Proactive Outage Notification Service Level if Customer opens the Trouble Ticket or contacts Verizon within the Notification Period. Verizon will provide the Trouble Ticket number and an initial status.

4.4.2 Credit Structure and Amounts

Customer will receive a credit equal to ten percent (10%) of the monthly recurring Charge for the Service for each Managed Site that is impacted during a Hard Outage that is not notified within the Notification Period.

4.4.3 Exclusions In addition to the general exclusions found in Appendix A, the following exclusions apply to the Proactive Outage Notification Service Level:

- 4.4.3.1** Periods of Soft Outage.
- 4.4.3.2** Events that affect multiple customers including without limitation cable or fiber cuts.
- 4.4.3.3** Customer point of contact unavailability due to incorrect contact information or other cause.
- 4.4.3.4** Sites that are part of a Group Encrypted Transport (GET) VPN group

4.5. Change Management Service Objective. The Change Management Service Objective is to complete certain change management requests, as listed below, within 24 hours of the change being scheduled with Customer (an "Express Change"), or within four (4) hours if designated by Customer as an emergency (an "Emergency Change"). Emergency Changes must be requested by Customer's submission of a Priority 1 Trouble Ticket.

4.5.1 Definition

Change Management Request Types that are covered by the Change Management Service Objective:

- Activate Previously Configured LAN Interface.
- Privilege Exec Commands – Add or Modify
- Filters/Access-lists – Add, Delete or Modify
- Static Route - Add (include redistribution requirements), Delete or Modify
- Request Copy of Router Configuration.
- Sub Interface - Add (include routing requirements), Delete or Modify

Both Emergency and Express Change requests Service Objectives do not include any time relating to the scheduling, coordination, follow-up, impact assessment or evaluation before or after such request by Customer.

4.5.2 Credit Structure and Amounts. The Change Management Service Objective has no associated credit.

4.5.3 Exclusions In addition to the general exclusions found in Appendix A, the following exclusions apply to the Change Management Service Level Objective:

4.5.3.1 For US managed devices: Requests submitted between the hours of 12:01 p.m. eastern U.S. time Friday – 11:59 a.m. eastern U.S. time, Sunday.

4.5.3.2 For Asia Pacific managed devices: Requests submitted between the hours of 12:01 p.m. Philippines time Friday – 11:59 a.m. Philippines time, Sunday.

4.5.3.3 For European managed devices: Requests submitted between the hours of 12:01 p.m. CET Friday – 11:59 a.m. CET, Sunday.

4.5.3.4 Incomplete information, including the specific commands/configurations.

5.0 Credit Application Process

5.1. Managed WAN SLA Application Structure

Credits are not cumulative month to month. If the Service Level issue exceeds 30 days, the same schedule applies for each consecutive month. The maximum credit within any one month for the aggregate Service Level credits within that month is 50% of the total Monthly Recurring Charge for Managed WAN for all Managed Sites, or 100% of the total Monthly Recurring Charge for any one Managed Site. Verizon's data and calculations will be used to determine if a Service Level has been missed and a credit is due. Verizon will issue a credit within 90 days of its determination of non-compliance with a Service Level.

5.2. Process for Customers to Apply for Service Level Credits. Customer completes two steps in order to have an outage qualify for a Service Level credit. First, except for the Installation Service Level, a Trouble Ticket must be opened at the time of the issue. Second, a written request for credit must be made to the Verizon Account Team contact.

5.2.1. Opening a Trouble Ticket

For the Availability, Time to Repair, and Proactive Outage Notification Service Levels, a Hard Outage Trouble Ticket, either by Verizon or by Customer's request. A Trouble Ticket provides the record of Hard Outage events.

5.2.2. Submitting a Service Level Agreement Credit Request

5.2.2.1 Installation Service Level. Customer must make a written request (e-mail or fax) to the Verizon Account Team for a credit within fifteen (15) days after the date that the installation is completed that is beyond the 45 business day Service Level with the following information:

- The Site and Circuit identifier
- The date the Site and Circuit should have been installed
- The date the Site was installed
- The date that Customer order was approved

5.2.2.2 Availability, Time To Repair, and Proactive Outage Notification Service Levels Customer must make a request in writing (e-mail or fax) to the Verizon Account Team for a credit within fifteen (15) days of the end of the month for which an Service Level credit is due with the following information:

- The date the Site and Circuit outage(s) occurred
- The time the Site and Circuit outage(s) began and ended
- The Site(s) and circuit ID(s) for each affected Site.

- Trouble Ticket number for each Site and event.

5.2.3. Service Level Agreement Credit Time Limitation

If Verizon has failed to meet the same Service Level for three (3) consecutive months, Customer may elect to:

- continue the Service with a limit of six (6) months of credits for any individual Service Level within a 12 month period.
- discontinue the Service without liability except for Charges incurred prior to discontinuation of the Service. Customer must submit a written termination notice to their Verizon Account Team within 30 days following the end of either the third or subsequent consecutive month of Verizon's failure to meet the Service Level.

If 3rd Party Network or Maintenance provider causes in whole or in part the payout of Availability or TTR Service Level credits for three (3) consecutive months, Verizon has the following options:

- require a change of 3rd Party Network or Maintenance provider, as applicable; or
- terminate its performance obligations under this Managed WAN Service Level for the relevant Service Level for Sites with 3rd Party Network or Maintenance provider.

Appendix A: General Exclusions

The following exclusions apply to all Service Levels and Service Objectives contained in this SLA:

- No credit will be due to the extent the Service Level is not met because of 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, other than acts or omissions of Verizon approved 3rd Party Network or 3rd Party Maintenance providers,
- No credit will be due to the extent the Service Level is not met because of a Force Majeure event, as defined in the Agreement.
- No credit will be due to the extent the Service Level is not met because of scheduled maintenance by Customer or entities under Customer's direction or control.
- No credit will be due to the extent the Service Level is not met because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- Except for the Installation Service Level, no credit will be due to the extent Service Level is not met prior to the Service Activation Date.
- No credit will be due to the extent the Service Level is not met because of the amount of time delays due to Customer Time.
- No credit will be due to the extent the Service Level is not met because proper power is not available to the CPE.
- Each CPE must have out-of-band access except for those devices under the Monitor and Notify level of service.

Appendix B: Terms and Definitions

Terms and Definitions	Definition
Circuit	A circuit is a Connection and Local Access.
Connection	Connection is a port on Customer's WAN connected to Verizon or a 3 rd Party Network.
Customer Premise Equipment ("CPE")	Service equipment located at the Customer Site.
Customer Provided Access	Customer remits payment for Local Access directly to their Local Access provider and Verizon does not invoice Customer for Local Access charges.

Terms and Definitions	Definition
Customer Time	Time delays attributable to or caused by one or more of the following: <ul style="list-style-type: none"> • Incorrect or incomplete information provided by Customer; • Verizon or the Verizon approved maintenance provider being denied access to CPE or network components at the Customer location when access is required; • Failure or refusal by Customer to release the circuit for testing; or • Customer unavailability where needed to close a Trouble Ticket.
Hard Outage	Managed WAN degradation such that Customer is unable to use Managed WAN and Customer is prepared to release the circuit to Verizon for immediate testing.
Local Access	The portion of service between Customer's premises and a Verizon designated point-of-presence.
Managed Site	A Managed Site is a Site that has contracted for Managed WAN services to manage the router for the Site's primary WAN circuit.
MCI Legacy Companies	An affiliate of Verizon that was an affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States.
Port	An entrance to and/or exit from a network.
router	The term "router" means Managed WAN devices.
Soft Outage	Managed WAN Service degradation such that Customer is still able to use the Managed WAN Service and Customer is NOT prepared to release the circuit to Verizon for immediate testing.
Site	A Site is Customer's Managed WAN location that includes CPE and a Connection.
Trouble Ticket	The result on the systems of Verizon of reporting by a Customer to Verizon of either perceived Managed WAN outage or Managed WAN degradation.