

Internet Dedicated - Managed Service
Service Level Agreement ("SLA")

1. Overview

This Internet Dedicated - Managed Service SLA is in addition to any SLAs offered for Verizon Internet Dedicated access and relates to Verizon's performance providing Internet Dedicated - Managed Service. Capitalized terms that are not defined in Appendix B: Terms and Definitions are defined in the Customer's service agreement.

The Internet Dedicated - Managed Service SLAs are as follows:

Availability
Time To Repair ("TTR")
Internet Dedicated - Managed Service Installation
Proactive Outage Notification

The Internet Dedicated - Managed service objective is:
Change Management

2. SLA Details

2.1 Coverage Categories

The Internet Dedicated - Managed Service SLAs vary by geographic location, network provider, outage type, and maintenance provider as defined below.

2.1.1 Geographic Location. The location of a Customer site determines the applicable service levels. The Internet Dedicated - Managed Service SLA is only available in the contiguous 48 United States and the District of Columbia (the "U.S. Mainland").

2.1.2 Network Provider.

2.1.2.1 Verizon Network in the U.S. Mainland provided by 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; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts.

2.1.2.2 3rd Party Network – U.S. Mainland dedicated access transport services (e.g. T1) from third parties approved by Verizon from time to time. The current approved 3rd Party Network providers are AT&T, Sprint, and Qwest. Use of third party providers is subject to Verizon approval prior to order entry.

2.1.2.3 Other Verizon Networks – Dedicated Internet Access, Dedicated Internet Access National and CrossRoads.

2.1.3 Outage Type. Hard Outages only, as defined in Appendix B.

2.1.4 Maintenance Provider. Customer may get Verizon Data Maintenance – Network provided by Verizon or maintenance provided by an approved 3rd Party Maintenance provider. The current approved 3rd Party Maintenance providers are IBM, Siemens, Cisco, HP, NCR, and Unisys.

3. Internet Dedicated – Managed SLA

3.1 Service Level Agreement by Network and Maintenance Provider

Parameter	Performance Standard	
	Verizon Network	Other Verizon Networks and 3rd Party Networks
Availability (dual circuit, dual router)	100.0%	100.0%
Availability (dual circuit, single router)	99.95%	99.95%
Availability (single circuit, single router)	99.9%	99.5%
Time To Repair (“TTR”) – Verizon provided maintenance	3.5 Hours	4 Hours
TTR – 3rd Party provided maintenance	6 Hours	6 Hours
Installation	T1 - 40 Business Days T3 - 60 Business Days	N/A
Proactive Outage Notification	15 Minutes	15 Minutes

4. Service Level Agreement and Objectives Measurement Defined

4.1 Availability

4.1.1 4.1.1 Definition. Availability is based on the total number of minutes in a billing month during which the managed site is unavailable to exchange data between all Internet Dedicated - Managed Service sites due to a Hard Outage, divided by the total number of minutes in that month. Availability is based on the total number of minutes per calendar month and site design:

- Dual router, dual circuit – measures availability for sites that have two 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.
- Dual circuit, single router – measures availability for sites that have backup through a diverse or shadow circuit.
- Single circuit, single router – measures availability for sites that have no backup circuit.

4.1.2. Calculation. Availability is the percentage of time that the Customer’s site is not subject to a Hard Outage within a given billing month.

Monthly Availability (%) =

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

4.1.3. Credit Structure and Amounts. If Verizon fails to meet the Availability SLA, Customer account will be credited a percentage of the MRC for Internet Dedicated - Managed Service based upon the availability calculated for the calendar month as shown in the table below. Sites qualify for credits when the total percentage of availability on a monthly basis is less than the stated SLA.

AVAILABILITY CREDIT TABLE – DUAL CIRCUIT, DUAL ROUTER

Credit as a Percentage of MRC			
Managed Router to Router Availability %		Verizon Network and Other Verizon Network Access	3 rd Party Network Access
From	To		
< 100%	99.90%	10%	10%
99.89%	99.50%	15%	15%
99.49%	99.00%	20%	20%
98.99%	98.00%	30%	30%
97.99%	97.00%	50%	50%
Less than 97.00%		100%	100%

AVAILABILITY CREDIT TABLE – DUAL CIRCUIT, SINGLE ROUTER

Credit as a Percentage of MRC			
Managed Router to Router Availability %		Verizon Network and Other Verizon Network Access	3 rd Party Network Access
From	To		
< 100%	99.95%	0%	0%
99.949%	99.90%	5%	5%
99.89%	99.00%	10%	10%
98.99%	98.00%	15%	15%
97.99%	96.00%	25%	25%
95.99%	94.00%	50%	50%
Less than 94.00%		100%	100%

AVAILABILITY CREDIT TABLE – SINGLE CIRCUIT, SINGLE ROUTER

Credit as a Percentage of MRC			
Managed Router to Router Availability %		Verizon Network and Other Verizon Network Access	3 rd Party Network Access
From	To		
< 100%	99.90%	0%	0%
99.89%	99.50%	5%	5%
99.49%	99.00%	10%	5%
98.99%	97.00%	15%	15%
96.99%	95.00%	25%	20%
94.99%	93.00%	35%	25%
92.99%	90.00%	50%	30%
Less than 90.00%		100%	100%

4.1.4 Availability Exclusions. In addition to the general exclusions found in Appendix A, the following exclusions apply to the Availability SLA:

4.1.4.1 A site is not considered unavailable during periods of Soft Outage.

- 4.1.4.2 The Availability SLA does not apply to sites installed for less than one full calendar month.
- 4.1.4.3 A site is not considered unavailable during interruptions not reported by Customer, or for which no trouble ticket was opened.
- 4.1.4.4 A site is not considered unavailable during any Hard Outage caused in whole or part by the failure of 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") SLA

4.2.1 Definition. TTR is the time to resolve a Hard Outage trouble ticket at a site.

4.2.2 Calculation. The Customer's TTR will be based on the Hard Outage time per router for each outage event. The TTR time starts when a trouble ticket is opened after a Hard Outage by Verizon or the Customer, and concludes with the restoration of Internet Dedicated - Managed Service. TTR includes the Internet access service and the CPE router.

4.2.3 Credit Structure and Amounts.

The credit calculation is based on the repair times for Hard Outages within a calendar month. Customers will be credited for MRC for affected Internet Dedicated - Managed Service.

TIME TO REPAIR CREDIT TABLE - VERIZON DATA MAINTENANCE – NETWORK

Credit as a Percentage of MRC			
Hard Outage to Repair Time		Credit Percentage	
From Hours:Min:Sec	To Hours:Min:Sec	Verizon Network and Other Verizon Network Access	3 rd Party Network
0:00:00	3:29:59	0%	0%
3:30:00	3:59:59	5%	0%
4:00:00	5:59:59	10%	5%
6 Hours Plus		15%	10%

TIME TO REPAIR CREDIT TABLE – 3RD PARTY MAINTENANCE

Credit as a Percentage of MRC		
Hard Outage to Repair Time		Credit Percentage
From Hours:Min:Sec	To Hours:Min:Sec	All Networks
0:00:00	5:59:59	0%
6 Hours Plus		5%

4.2.4 TTR Exclusions. In addition to the general exclusions found in Appendix A, the TTR SLA is subject to the following exclusions:

4.2.4.1 Periods of Soft Outage are not included in the calculation of TTR .

4.2.4.2 The TTR SLA does not apply to the repair of any router hardware failure for Customer sites located outside of a 60 mile radius of an authorized Verizon Data Maintenance – Network service center. For sites between 60 and 120 mile radius, Verizon's objective will be to respond to the site within 6 hours of trouble ticket initiation. For sites outside of a 120 mile radius, Verizon's objective will be to respond to the site within 24 hours of trouble ticket initiation. Verizon does not guarantee that this 24-hour objective will be met and no credit will be paid for not meeting these objectives.

4.2.4.3 The TTR SLA does not apply to the repair of CPE not under 24 x 7 maintenance coverage with a 4 hour response time with Verizon approved 3rd Party Maintenance provider.

4.3 Installation

4.3.1 Definition. The Internet Dedicated - Managed Service Installation SLA is defined as the period of time to install the Internet Dedicated - Managed Service at a site.

4.3.2 Calculation. The installation clock will commence upon Verizon's receipt and acknowledgement of a properly executed contract (e.g., Service Attachment or Amendment), a properly completed Customer Information Form, and (if requested by Verizon) a completed credit application and will end when the site is up and billable.

4.3.3 Credit Structure and Amounts. If Verizon determines in its reasonable commercial judgment that there is a Circuit Install SLA non-compliance, at Customer's request, Customer's invoice will be credited an amount equal to 50% of Verizon's billed Managed Implementation non-recurring charge.

4.3.4 Installation Exclusions. In addition to the general exclusions found in Appendix A, the Installation SLA is subject to the following exclusions:

4.3.4.1 A Customer-ordered installation date that is within the stated Installation SLA (e.g. expedited installation);

4.3.4.2 Calculation of the installation period does not include any period of time in which Customer's premises, equipment, or facilities required to install the service are unavailable;

4.3.4.3 Calculation of the installation period does not include any delays resulting from an order suspension due to credit issues involving the Customer or Customer not passing Verizon's credit check;

4.3.4.4 This Installation SLA does not apply to sites with Customer-ordered Local Access.

4.3.4.5 This Installation SLA does not apply to Other Verizon Network Sites

4.4 Proactive Outage Notification

4.4.1 Definition. The proactive outage notification SLA provides credits if Company fails to notify Customer of a Hard Outage by electronic means (e.g. pager or e-mail).

4.4.2 Calculation. The "Notification Period" begins with opening of a trouble ticket for a Hard Outage. Verizon has 15 minutes to notify Customer's primary point of contact from the start point of the Notification Period. The Proactive Outage Notification SLA does not apply if the Customer opened the trouble ticket or contacts Verizon within the Notification Period. Verizon will provide the ticket number and an initial status.

4.4.3 Credit Structure and Amounts. If Verizon fails to meet the Proactive Outage Notification SLA, at Customer's request, Customer will receive a credit equal to 10% of the MRC for each site that was impacted during a Hard Outage that was not properly notified. Customer may obtain no more than one credit per day, irrespective of how often in that day Verizon failed to meet the Proactive Outage Notification SLA.

4.4.4 Proactive Outage Notification Exclusions. Customer notification calculations will not include time related to the following:

4.4.4.1 Verizon will not provide notice of Periods of Soft Outage.

4.4.4.2 Catastrophic or major events such as fiber cuts or network switch outages that affect multiple customers.

4.4.4.3 Customer point of contact unavailability due to incorrect contact information or other cause.

4.5 Change Management Service Level Objective. The Change Management service level objective is to complete certain change management requests, listed below, within 24 hours of the change being scheduled with Customer (an "Express Change"), or within four 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 Request Types. Below are change management request types that are eligible for the change management service level 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
- Terminal Access Controller Access Control System (TACACS) configuration
- IP Address/Subnet Mask – Add/Modify/Delete
- Hostname change
- LAN DHCP IP Helper Add/Modify/Delete

Both Emergency and Express change requests do not provide for 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 level objective and 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 The calculation of time to complete a covered change management request does not include the hours of 12:01 p.m. eastern U.S. time Friday - 11:59 a.m. eastern U.S. time, Sunday for requests submitted during those hours.
- 4.5.3.2 The calculation of time to complete a covered change management request does not include time during which customer has not provided Verizon with sufficient information to compete the request, including the specific commands/configurations.

5. Credit Application Process

- 5.1 SLA for Internet Dedicated - Managed. Customer can request to have compliance checked for all of the standard SLA commitments when requesting credits in any given month. Verizon's calculations will be used to determine if an SLA has been missed and a credit is due. Verizon will credit the Customer's account within 90 days following Verizon's confirmation of non-compliance with the SLA.
- 5.2 Submitting a Service Level Agreement Credit Request. The Customer completes two steps in order to have an outage qualify for a Service Level Agreement credit. First, a trouble ticket needs to be opened in response to service issues. The second step is to request the credit in writing from the account team contact.
- 5.2.1 Opening a Trouble Ticket. A Trouble Ticket is required to record the event of a Hard Outage. Routinely Internet Dedicated - Managed Services Operations will generate a trouble ticket for the Customer. The Customer could also notify the appropriate Verizon Customer Service Center or use its Web-based tool to also initiate a trouble ticket. The number for the assigned Customer Service Center is printed on the customer's invoice. Access to the Web-based tool can be requested at the first use or anytime thereafter by contacting your Account Team.
- 5.2.2 Making a Credit Request.
- 5.2.2.1 Availability, Time to Repair, and Proactive Outage Notification SLAs. Requests for credit must be submitted in writing to the account team within 30 days of opening a Trouble Ticket. The credit request must contain the following information:
- The date the outage occurred.
 - The time the outage began and ended.
 - The Site(s) and Circuit ID(s) for each impacted.

5.2.2.2 Installation SLA. To claim a credit, Customer must make a credit request to the Billing Inquiry/Trouble telephone number on its invoice. At the time of this call, Customer must provide the company name, account number, circuit ID, service, contact name and number, email address, SLA install date, and the actual install date.

5.2.3 Service Level Agreement Credit Limitations

If Verizon has failed to meet the same SLA for three consecutive months, Customer may elect to:

- continue the Internet Dedicated - Managed Service with a limit of six months of credits for any individual SLA within a 12-month period.
- discontinue Internet Dedicated - Managed Service without liability except for charges incurred prior to discontinuation of the Internet Dedicated - Managed Service. Customer must submit a written disconnect 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 SLA.

If 3rd Party Network or Maintenance provider causes in whole or in part the payout of SLA credits for three 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 Internet Dedicated - Managed SLA for the relevant SLA for sites with 3rd Party Network or Maintenance provider.

5.2.4 Credit Liability and Other Remedies

- Credits are not cumulative month to month.
- 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 causing a missed SLA.
- Verizon records and data shall be the basis for all SLA calculations and determinations.
- The maximum amount of credit in any calendar month shall not exceed 100% of the MRC and/or nonrecurring charge ("NRC") for the Internet Dedicated - Managed Service which, absent the credit, would have been charged that month.
- Verizon may change the SLA from time to time effective upon written notice, which may be delivered in the invoice or by other reasonable means.
- If Verizon materially reduces the SLA's service levels or credits, Customer may terminate Internet Dedicated - Managed Service without penalty by providing Verizon written notice of termination within thirty (30) days of being informed of the change. Verizon may avoid termination if, within 30 days of receipt of Customer's written notice, it agrees to amend the Agreement to eliminate the applicability of the material reduction.
- SLA statistics are Confidential Information and may be used by Customer solely for the purpose of analyzing service quality.

Appendix A: General Exclusions

The following exclusions apply to all Service Level Agreements contained in this document:

- No credit will be due to the extent the SLA is not met because of any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
- No credit will be due to the extent the SLA is not met because of a Force Majeure event, as defined in the Agreement.
- No credit will be due to the extent the SLA 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 SLA is not met because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- Except for the Installation SLA, no credit will be due to the extent the SLA is not met because the Internet Dedicated - Managed Service is not up and billable.
- No SLA applies unless the CPE is under 24 x 7 on-site maintenance coverage with a 4 hour response time with Verizon or by Customer for Customer-supplied maintenance.
- No credit will be due to the extent the SLA is not met because of the amount of time delays due to Customer Time.
- No credit will be due to the extent the SLA is not met because proper power is not available to the CPE.

Appendix B: Terms and Definitions

Terms and Definitions	Definition
3 rd Party Network	Transport services or local access from third parties approved by Verizon from time to time. The current approved 3 rd Party Network providers are AT&T, Sprint, and Qwest.
Billing Month	The period of time used for the monthly invoice. This is usually a minimum of 30 days but starts after the first of any month.
circuit	A circuit is a Connection and local access.
Connection	Connection is a port on Customer's network connected to Verizon or a 3 rd Party Network.
Customer Premise Equipment ("CPE")	Service equipment located at the Customer site.
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	<ul style="list-style-type: none"> • Total loss of service • Internet Dedicated -Managed Service degradation such that Customer is unable to use the Internet Dedicated - Managed Service and Customer is prepared to release the circuit to Verizon for immediate testing.
Local Access	The portion of service between a Customer premises and an Verizon designated point-of-presence.
MRC	Monthly Recurring Charge.

Terms and Definitions	Definition
port	An entrance to and/or exit from a network.
router	The term "router" means managed devices.
site	A site is Customer's Internet Dedicated -Managed Service location that includes CPE and a Connection.
Soft Outage	Internet Dedicate - Managed Service degradation such that Customer is still able to use the Internet Dedicated - Managed Service (e.g. slow data transmission) or degradation where Customer is NOT prepared to release the circuit to Verizon for immediate testing.
Trouble Ticket	The result of reporting by a Customer to Verizon of either perceived Internet Dedicated -Managed Service outage or Internet Dedicated -Managed Service degradation.