

**Service Level Agreement (“SLA”)
Verizon IP Contact Center Service**

1. **Overview.** Verizon offers the following performance Service Level Agreement (“SLA”) to customers subscribing to Verizon’s IP Contact Center Service. The SLA provides performance metrics for Verizon’s IP Contact Center network, i.e., the backbone infrastructure of IP Contact Center services (for the purposes of this SLA, the “IPCC Network”), and covers Network Availability, Time To Repair (“TTR”), Network Jitter, and Network MOS.
2. **Demarcation.** The IPCC Network Routing Architecture (see Attachment 1) identifies the IPCC Network components covered by this SLA. The demarcation points of this SLA are defined as the Verizon VoIP Network Gateways (Inbound) and the Verizon Gateways (Outbound) for TDM-terminated calls, and the Verizon VoIP Network Gateways (Inbound) and Session Border Controllers (Outbound) for TDM-to-IP-terminated calls. Associated originating and terminating Network infrastructure, such as Network switching and access facilities, are not covered by this SLA.
3. **IP-IVR Applications.** To the extent Customer’s IPCC Services include IP-IVR, the application of this SLA to IP-IVR is subject to Customer’s written certification that it has tested its IP-IVR applications and they are suitable for production traffic.
4. **IPCC Network Availability SLA**

The Network Availability SLA provides that the IPCC services (the “Service”) is available to process calls at least 99.9% of the time as measured on a monthly basis by Priority 1 Trouble Ticket outage time.

The Service is considered not available for the number of minutes that a Trouble Ticket shows the Service was not available to Customer. The unavailable time starts when (i) the Customer opens a Priority 1 Trouble Ticket with Verizon Customer Support ~~[(800) 900-0241 or other telephone number provided to Customer]~~ [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon’s website; outside the U.S., at the telephone number specified directly to Customer or via Verizon’s website] and (ii) provides Verizon with permission to test the affected Telephone Number(s). Upon Verizon’s reasonable request, Customer will cooperate with and assist Verizon in the controlled testing of affected service elements. The unavailable time stops when the trouble ticket has been resolved and the Service is again available to Customer.

Customer must open a Trouble Ticket with Verizon Customer Support while it is experiencing a Service problem. The associated Trouble Ticket(s) will record the calculation of unavailable time attributable to Verizon. One ticket can be submitted for simultaneous issues with different VoIP Inbound services, however, the individual Verizon Inbound Local Origination numbers, IP Toll Free, Freephone, PSTN, ITFS, UIFN numbers and/or Route Plans affected must be identified in the ticket.

Where monthly Availability falls below the percentages specified in the table below, Customer will be entitled to a credit associated with one of the corresponding Availability percentages.

IPCC Network Monthly Availability*	
Availability – Less Than	Credit**
99.90%	3%
99.70%	7%
99.60%	10%
99.40%	13%
99.30%	17%
99.20%	20%
99.00%	23%
98.90%	27%
98.80%	30%

IPCC Network Monthly Availability*	
Availability – Less Than	Credit**
98.70%	33%
98.60%	37%
98.50%	40%
98.30%	43%
98.20%	47%
98.10%	50%
<p>* Network Monthly Availability = Total Monthly Minutes (all telephone numbers; based on a 30-day month) minus Total Outage Minutes for affected telephone number(s) (in a month) divided by Total Monthly Minutes.</p> <p>** Credits are calculated against Customer's total per-minute Toll Free Transport Charges for the affected toll free numbers in the affected month.</p>	

A Trouble Ticket is required to document a Network Availability outage for credit submission. To receive an SLA credit for IPCC Network Availability, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the Service Level is not met. The request must contain: (1) the Trouble Ticket number; (2) the date and time the Trouble Ticket was initiated; (3) the VoIP Inbound number that experienced the service outage and/or Route Plans affected; and (4) the total outage time.

- Time to Repair ("TTR") SLA.** The TTR SLA provides that valid Priority 1 tickets will be resolved in four hours or less in the U.S.; outside the U.S., in five hours or less. "Time to Repair" is defined as time taken to restore Service during an Outage based on Trouble Ticket time. Unavailable time starts when Customer opens a Trouble Ticket with Verizon Customer Support ~~[(800) 900-0241]~~ [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon's website; outside the U.S., at the telephone number specified directly to Customer or via Verizon's website] and releases the Service for immediate testing. Unavailable time stops when the Service is again made available to Customer.

Restore times will be based on amount of Outage time attributable to Verizon as recorded in the associated Trouble Ticket(s). The credit calculation shown in the table immediately below is based on the repair time for a given Outage as recorded in the Priority 1 Trouble Ticket.

Incident Repair Time (equals Total Unavailable Time per affected Telephone number per month)		Credit (calculated against Customer's total per-minute Toll Free Transport Charges for the affected Toll Free numbers in the affected month)
From Hours:Min:Sec	To Hours:Min:Sec	
0:00:00	3:59:59 <u>(U.S.)</u>	0%
<u>0:00:00</u>	<u>4:59:59 (non-U.S.)</u>	
4:00:00	7:59:59 <u>(U.S.)</u>	2 %
<u>5:00:00</u>	<u>7:59:59 (non-U.S.)</u>	
8 Hours +		4 %

- Jitter SLA (U.S.-only)**

Jitter is the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which detrimentally affects voice quality. IPCC Service monthly performance metrics for Jitter are reported at the following site: <http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/>

The Jitter SLA provides that Verizon's contiguous U.S. Private IP ("PIP") or Internet network monthly jitter performance will not exceed 1.0 millisecond on average. Performance is measured by periodically collecting data across the contiguous U.S. IPCC Network demarcation points, defined in Section 2, above (Demarcation), from which a monthly average is derived.

To receive credit for a Jitter SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). Verizon's Customer Support department will use the backbone statistics on its web site to verify that the Jitter SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the MRC for VoIP Inbound Subscription.

7. **MOS SLA (U.S.-only)**

Mean Opinion Score ("MOS") is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The Verizon IPCC Service monthly performance metrics for MOS are reported at the following site: <http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/>

The MOS SLA provides that the MOS measured across Verizon's U.S. IPCC Network demarcation points, as defined above in Section 2 (Demarcation), will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across Verizon's contiguous U.S. PIP or Internet network, from which a monthly average is derived.

To receive credit for a MOS SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). The Verizon Customer Support department will use the backbone statistics on its web site to verify that the MOS SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the MOS SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the MRC for VoIP Inbound Subscription.

8. **General Conditions**

The appropriate non-compliance credit amount will be credited to Customer's account within 90 calendar days following Verizon's confirmation of Service Level non-compliance.

Service credits made by Verizon to Customer under this Service Level Agreement are the sole and exclusive remedy available to Customer with respect to any failure to meet a defined Service Level.

The total of all credits within any one month is limited to a maximum of 100% of Customer's IPCC Service usage charges per VoIP Inbound telephone number affected by any non-compliance with the Service Levels.

9. **Exclusions.** No credit will be due to Customer to the extent the SLA is not met because of –

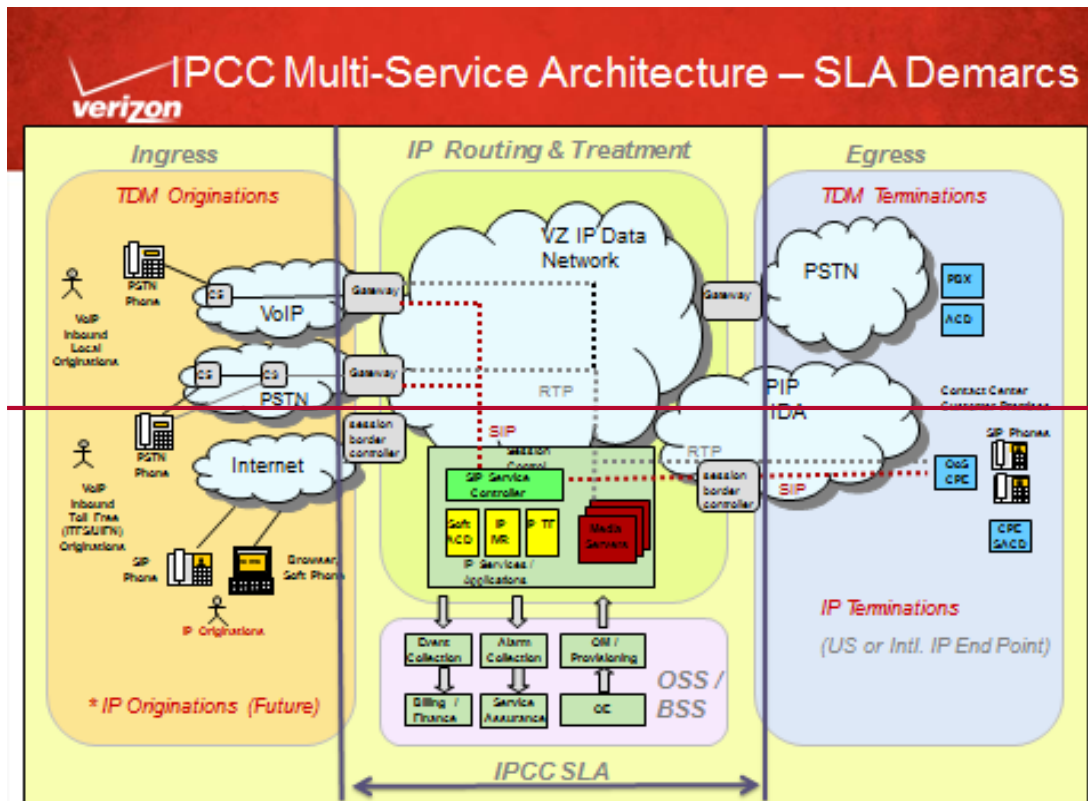
- Any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
- A Force Majeure event, as defined in the Agreement.
- Scheduled maintenance by Customer or entities under Customer's direction or control.

- Scheduled maintenance by Verizon within Verizon's maintenance windows.
- Problems unrelated to the IPCC Network including but not limited to IP-IVR Application Program changes, local access origination, and termination segments such as:
 - IPCC Network components other than the Network Gateways and Session Border Controllers, IP Network Cloud, IPCC Service Controller, Verizon SCP/NCP and IP IVR Call Treatment.
 - Inappropriate IP-IVR Application or Configuration/Routing change(s) made by Customer through the Verizon Network Manager.
 - Customer Equipment that is not compliant with the IPCC Network Interoperability Specifications.

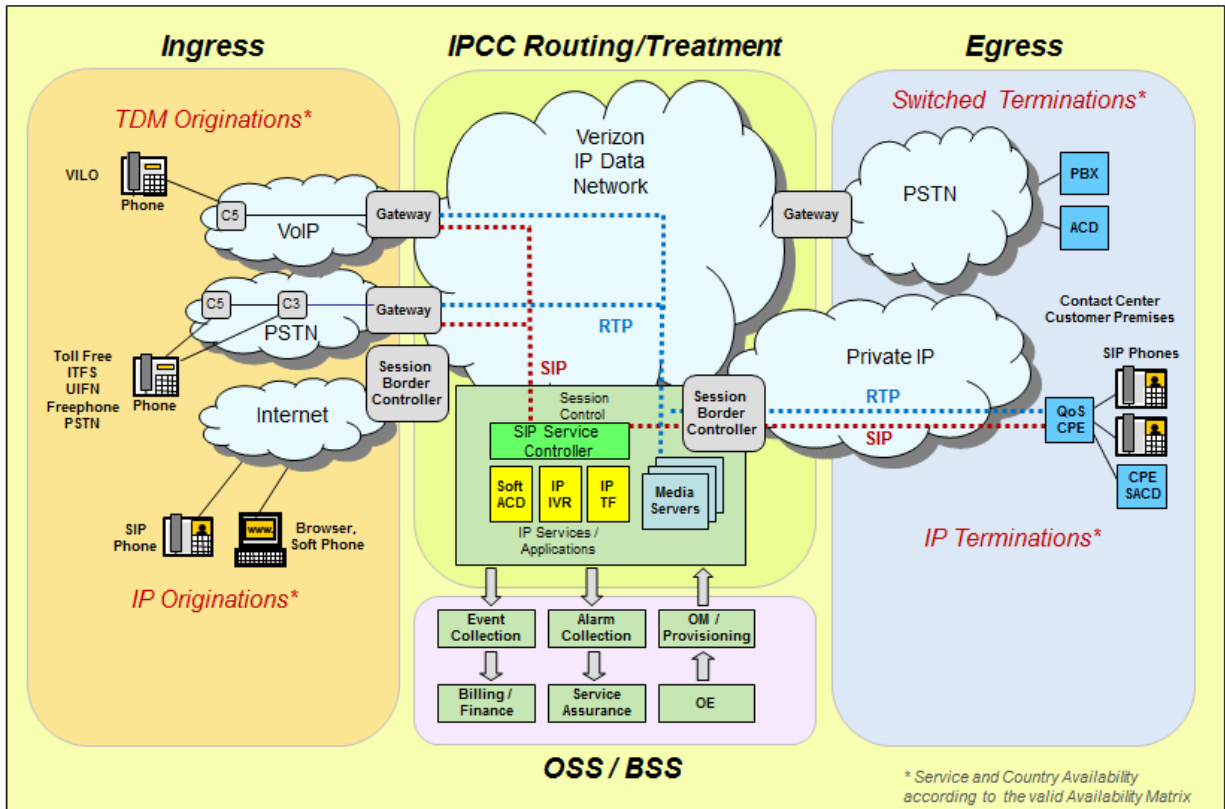
10. **Definitions.** Terms used in this SLA are defined as follows:

Terms	Definition
Outage	Total loss of service or service degradation such that Customer is unable to use the full functionality of the IP Contact Center Service and Customer releases the Service for intrusive testing and resolution.
Trouble Ticket	The official record used to document a perceived problem with the Service or an Outage incident.
Priority 1 Trouble Ticket	Hard outage whereby there is a complete loss of the IP Contact Center Service or severe degradation that results in Customer's inability to receive or complete inbound calls via VoIP Inbound. <ul style="list-style-type: none"> • 50% or more of the location is out-of-service; • 50% or more of the ports/channels are out-of-service; • Critical Verizon network or system failure with no workaround capability.

Attachment 1
IPCC Network Architecture



IPCC Multi-Service Architecture – High Level View



http://www.verizonenterprise.com/external/service_guide/reg/IPCCimage001.gif