



Managed LAN Service Level Agreement

1. Overview

Managed LAN offers certain service level agreements as shown below. Capitalized terms that are not defined in Appendix B: Terms and Definitions are defined pursuant to Customer's Agreement with CompanyVerizon for Managed LAN Service. These SLAs are for the ~~LAN Switches~~Managed Devices shown in Customer's SOR.

The Managed LAN SLAs are as follows:

LAN Switch Availability
Time to Repair ("TTR")
Managed LAN Installation
Proactive Outage Notification

The Managed LAN service objectives are:

Change Management

2. SLA Details

2.1 Coverage Categories.

The Managed LAN SLAs vary by level of Managed LAN service, geographic location, network provider, and maintenance, provider as specified below.

2.1.1 Geographic Location. The location of a Customer site determines the applicable service levels. The countries covered under the Managed LAN SLA are divided into three categories:

1. U.S. – The U.S. Mainland and Hawaii (with CompanyVerizon WAN In Band Access)
2. Global Tier A

| Europe | Asia Pacific | Americas |
|----------------|--------------|-----------|
| Austria | Australia | Argentina |
| Belgium | China | Brazil |
| Denmark | Hong Kong | Canada |
| Finland | Japan | Chile |
| France | Singapore | Colombia |
| Germany | South Korea | Mexico |
| Ireland | | Panama |
| Italy | | Peru |
| Luxembourg | | Venezuela |
| Netherlands | | |
| Norway | | |
| Spain | | |
| Sweden | | |
| Switzerland | | |
| United Kingdom | | |

3. Global Tier B –the countries where CompanyVerizon provides Managed LAN that are not in the U.S or Global Tier A.

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2.1.2 Network Provider. The network provider for primary access also determines the applicable service levels. All SLAs provided herein are for ~~Company~~Verizon WAN In-Band Access except where noted. The networks covered under the Managed LAN SLA are divided into two categories:

1. ~~Company~~Verizon WAN In-Band Access
2. Third Party Provided In-Band Access

2.1.3 Maintenance Provider. Maintenance may be provided by ~~Company Data Maintenance~~—~~Network~~Verizon ~~Care~~ or by an approved Customer or ~~Company~~Verizon-contracted “Third-Party Maintenance Provider.” The current approved Third Party Maintenance Providers are IBM, Siemens, Cisco, HP, NCR, and Unisys. For SLA metrics that vary by maintenance provider, Customer will get the same SLA for ~~Company~~Verizon-contracted Third Party Maintenance Providers as for ~~Company Data Maintenance~~—~~Network~~Verizon ~~Care~~. As used in this SLA, “Third Party Maintenance” means Customer-contracted Third Party maintenance.

3. Managed LAN SLA

3.1 Service Level Agreement by Location, Category, Level of Managed LAN service, Network Provider, and Maintenance Provider

Table 3.1 Managed LAN Full Service Level Agreements

| Parameter | U.S. | Global Tier A | Global Tier B | Third Party Provided In Band Access |
|---|------------------------------------|-------------------|-------------------|-------------------------------------|
| LAN Switch Availability | 99.95% | 99.95% | 99.95% | Not Available |
| TTR – Company Data Maintenance — Network Verizon Care | 3.5 Hours | 4 Hours | 6 Hours | 6 Hours |
| TTR – Third-Party Maintenance | 6 Hours | 6 Hours | 6 Hours | 6 Hours |
| TTR - Verizon-provided or Customer-contracted Third-Party Maintenance with Onsite Break-fix Maintenance on Cloud-Controlled Switching <u>and</u> <u>Cloud-Controlled Camera</u> | Next Business Day | Next Business Day | Next Business Day | Next Business Day |
| Managed LAN 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 Managed LAN Physical Service Level Agreement

| Parameter | U.S. | Global Tier A | Global Tier B | Third-Party Provided In Band Access |
|-------------------------------|------------|---------------|---------------|-------------------------------------|
| Proactive Outage Notification | 15 Minutes | 15 Minutes | 15 Minutes | 15 Minutes |

Table 3.3 Managed LAN Monitoring and Notify Service Level Agreement

| Parameter | U.S. | Global Tier A | Global Tier B | Third-Party Provided In Band Access |
|-------------------------------|------------|---------------|---------------|-------------------------------------|
| Proactive Outage Notification | 15 Minutes | 15 Minutes | 15 Minutes | 15 Minutes |

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4. Service Level Agreements and Objectives Defined

4.1 Availability: A LAN Switch is available if i) no alarm events have occurred on the Network Operations Center's ("NOC") Network Management System, or ii) no Trouble Ticket has been opened by Customer. If multiple LAN Switches are unavailable because of a LAN Switch issue, CompanyVerizon will only consider the Outage of the affected LAN Switch in its calculation of the Availability SLA and LAN Switches attached logically or physically to that LAN Switch will not be considered unavailable. LAN Switch availability is based on the total number of minutes in a Calendar Month during which the LAN Switch is unavailable to exchange data divided by the total number of minutes in that month. LAN Switches are considered available if the LAN Switch is available to pass data whether data is passing through the LAN Switch or not. Availability is based on the total number of minutes per calendar month.

Each Trouble Ticket will be evaluated by CompanyVerizon for appropriate corrective action and Customer will be informed of the status of each closed ticket even where the LAN Switch is within normal operating parameters.

4.1.1 Calculation

Availability is the percentage of time that the LAN Switch is available within a given calendar month. Availability only applies to Outages.

Monthly Managed Site Availability (%) =

$$1 - \left(\frac{\text{Total minutes of Outage per month}}{\text{Number of days in calendar month} \times 24 \text{ hrs} \times 60 \text{ min}} \right) \times 100$$

4.1.2 Credit Structure and Amounts

For any month in which CompanyVerizon fails to meet the applicable availability standards for a LAN Switch, Customer will be eligible for an SLA credit equal to ~~the~~ a percentage of the Managed LAN monthly recurring charges for the affected LAN Switch, as indicated in the following tables.

LAN Switch Availability matrix Applies to LAN Switch level performance. This SLA is not available with Third-Party Provided In-Band access.

| Managed Availability % | | U.S. | Global Tier A | Global Tier B |
|------------------------|--------|--------|---------------|---------------|
| From | To | | | |
| 100% | 99.95% | N/A | N/A | N/A |
| 99.94% | 99.50% | 15% | 10% | 10% |
| 99.49% | 99.40% | 25% | 20% | 20% |
| 99.39% | 99.00% | 35% | 30% | 30% |
| 98.99% | 98.00% | 45% | 40% | 35% |
| 97.99% | 96.70% | 50% | 50% | 40% |
| Less than 96.7% | | 100.0% | 100.0% | 100.0% |

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

4.1.3.1 LAN Switches are not considered unavailable during periods of Outage resulting in whole or in part from Managed LAN degradation, such as slow data transmission.

4.1.3.2 LAN Switches are not considered unavailable during interruptions not reported by Customer, or for which no Trouble Ticket was opened.

4.1.3.3 The Availability SLA does not apply to LAN Switches installed for less than one full calendar month.

4.1.3.4 LAN Switches under Cloud-Controlled Switching.

4.1.3.5 Cameras under Cloud-Controlled Camera.

4.2 Time to Repair ("TTR"). TTR is the time to resolve an Outage Trouble Ticket for a LAN SwitchManaged Device under management.

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4.2.1 Calculation

The Customer's TTR is based on the Outage time per ~~LAN Switch~~Managed Device for each Outage event. The TTR time starts when a Trouble Ticket is opened by ~~Company~~Verizon or the Customer after an Outage and concludes with the restoration of LAN Switch and the LAN interface or the Camera, as applicable.

~~LAN Switch~~Managed Device Time To Repair (Hrs.) =

Length of Trouble Ticket resolution per ~~LAN Switch~~Managed Device per Outage

4.2.2 Credit Structure and Amounts

Customers will be credited for Managed LAN monthly recurring charges for the affected ~~LAN Switch~~Managed Device as shown below.

Time to Repair with ~~Company Data Maintenance—Network~~Verizon Care (applies to each individual ~~LAN Switch~~Managed Device at a Site)

| Time to Repair Company Data Maintenance—Network Verizon Care | | | | | |
|--|---------|------|---------------|---------------|---|
| Outage Repair Time (Per incident) | | U.S. | Global Tier A | Global Tier B | Third-Party Provided In-Band Access |
| 3:30:00 | 3:59:59 | 5% | N/A | N/A | N/A |
| 4:00:00 | 3:59:59 | 5% | 5% | N/A | N/A |
| 6 Hours Plus | | 5% | 5% | 5% | 5% |

Time to Repair with Approved Non-~~Company~~Verizon Maintenance (applies to each ~~LAN Switch~~Managed Device at a Site)

| Time to Repair Third-Party Maintenance | | | | |
|---|------|---------------|---------------|---|
| Outage Repair Time (Per incident) | U.S. | Global Tier A | Global Tier B | Third-Party Provided In-Band Access |
| 6 Hours Plus | 5% | 5% | 5% | 5% |

Time to Repair with Verizon-provided or Customer-contracted Third-Party Maintenance with Onsite Break-fix Maintenance on Cloud-Controlled Switching or Cloud-Controlled Camera (applies to each individual ~~LAN Switch~~Managed Device at a Site)

| Time to Repair Company Data Maintenance—Network or Verizon Care <u>or</u> Customer-contracted Third-Party Maintenance with Onsite Break-fix Maintenance on Cloud-Controlled Switching <u>or Cloud-Controlled Camera</u> | | | | |
|--|------|---------------|---------------|---|
| Outage Repair Time (Per incident) | U.S. | Global Tier A | Global Tier B | Third-Party Provided In-Band Access |
| 24 Hours Plus | 5% | 5% | 5% | 5% |

4.2.3 Exclusions. In addition to the general exclusions found in Appendix A, the following conditions apply to the TTR SLA:

4.2.3.1 ~~LAN Switches~~Managed Devices are not considered unavailable during periods of Outage resulting in whole or in part from Managed LAN degradation, such as slow data transmission or Camera Outages related to the picture content or optics working.

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4.2.3.2 SLA commitments may be adjusted to reflect the service levels provided by the maintenance provider. Customer must contract for a minimum 7 days/week by 24 hours per day by 4 hour (i.e., 7x24x4) maintenance from Third-party provider for TTR and Availability SLAs to be offered. For Cloud-Controlled Switching and Cloud-Controlled Camera, Customer must contract for a minimum 5 days/week by 8 hours per day by next business day maintenance from Third-party provider for the TTR SLA to be applicable.

4.3 Managed LAN Installation SLA. The Managed LAN Installation SLA is defined as the period of time to install the Managed LAN at a Site.

4.3.1 Calculation

The Managed LAN Installation SLA time period starts on the date the Customer approves the CDD provided by CompanyVerizon and ends the date the Managed LAN is up and billable at that Site.

4.3.2 Credit Structure and Amounts

Customer is eligible to receive a fifty percent (50%) credit of the non-recurring Managed LAN installation fee for a LAN-SwitchManaged Device if CompanyVerizon fails to install the LAN-SwitchManaged Device within 45 business days.

4.3.3 Exclusions. In addition to the general exclusions found in Appendix A, the following exclusions apply to the Managed LAN Installation SLA:

4.3.3.1 A Customer-ordered installation date that is prior to the 45 business day Installation SLA is not available for the installation SLA;

4.3.3.2. Installations outside of the U.S. Mainland are not available for the installation SLA;

4.3.3.3 Delays resulting from an order suspension due to Customer credit issues will not be counted toward the installation period;

4.4 Proactive Outage Notification SLA. The proactive outage notification SLA provides credits if CompanyVerizon fails to notify Customer of a LAN-SwitchManaged Device Outage as provided below. Proactive Outage Notification will be provided to the Customers' designated point of contact by e-mail or pager. CompanyVerizon has fifteen (15) minutes to notify Customer's primary point of contact from the start point of the Notification Period, as defined below.

4.4.1 Calculation

The "Notification Period" begins with opening of a Trouble Ticket for an Outage and ends when the Trouble Ticket is closed. CompanyVerizon is in compliance with the proactive outage notification SLA if the Customer opened the Trouble Ticket or contacts CompanyVerizon within the Notification Period. CompanyVerizon will provide the ticket number and an initial status.

4.4.2 Credit Structure and Amounts

Customer is eligible to receive a credit equal to ten percent (10%) of the monthly recurring charge for each LAN-SwitchManaged Device which was impacted during an Outage that was not properly notified.

4.4.3 Exclusions. In addition to the general exclusions found in Appendix A, the following conditions apply to the Proactive Outage Notification SLA:

4.4.3.1 Periods of Outage resulting in whole or in part from Managed LAN degradation, such as slow data transmission or Camera Outages related to the picture content or optics working are not included in the Proactive Outage Notification SLA.

4.4.3.2 Interruptions not reported by Customer, or for which no Trouble Ticket was opened are not included within the Proactive Outage Notification SLA.

4.4.3.3 The time resulting from the Customer point of contact unavailability due to incorrect contact information or other cause is not included in the Proactive Outage Notification SLA.

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,

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or within four (4) hours if designated by Customer as an emergency. Emergency changes must be requested by Customer's submission of a Priority 1 Trouble Ticket.

4.5.1 Definition

Express Change Request Types:

These are a subset of current change request types that would be eligible for the standard change management objective:

Activate Previously Configured LAN Interfaces
DHCP Configuration - Modify
Entity Host Name Change
Interface Modify
IP Address/Subnet Mask Change
IP Network Routed Protocol - MODIFY
Modify Filters/Access-Lists - Single Device
Password Change
Privilege Exec Commands - Modify
Request Copy of Router Configuration
Static Route - Add/Delete/Modify
Switch Port - Modify
Terminal Access Controller Access Control System (TACACS)/Radius Server – Modify

Both Emergency and Express change requests have no scheduling, coordination or follow-up with Customer by ~~Company~~Verizon before or after the request. Impact assessment and evaluation of the change is not required. However, ~~Company~~Verizon will not provide fault isolation of bad or unsupported configurations.

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:

- For Devices managed by the U.S. Network Operating Center (NOC), requests submitted outside the hours of 7:00-17:00 Eastern Time, Monday through Friday, will not be eligible for Express or Emergency requests.
- For Devices managed by the EMEA NOC, requests submitted outside the hours of 9:00-17:00 Central European Time (CET), or Central European Summertime (CEST) when in effect, Monday through Friday, will not be eligible for Express or Emergency Change requests.
- For Devices managed by the Asia-Pac NOC, requests submitted outside the hours of 09:00-17:00 Philippines Time (PHT), Monday through Friday, will not be eligible for Express or Emergency Change requests.
- The Change Management Service Level Objective shall be extended by the amount of time taken to obtain complete information, including specific commands and/or configurations.

5. Credit Application Process. This provision applies to all SLAs.

5.1 Managed LAN SLA Application Structure

Credits are not cumulative month to month. If the SLA issue exceeds 30 days, the same schedule applies for each consecutive month. The maximum credit within any one month for the aggregate SLA credits within that month is 50% of the total MRC for the Managed LAN for all ~~LAN Switches, Company's Managed Devices, Verizon's~~ data and calculations will be used to determine if an SLA has been missed and a credit is due. ~~Company~~Verizon will issue a credit within 90 days if it determines that a credit is due.

5.2 Process for Customers to Apply for SLA Credits. Customer completes two steps in order to have an Outage qualify for a Service Level Agreement credit. First, except for the Installation SLA, a Trouble Ticket needs to be opened in

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response to Managed LAN issues at the time of the Managed LAN issue. Second, a written request for credit must be made to the account team contact.

5.2.1 Opening a Trouble Ticket

For the Availability, TTR, and Proactive Outage Notification SLAs, an Outage Trouble Ticket must be opened, either by ~~Company~~Verizon or Customer. A Trouble Ticket records the Outage event.

5.2.2 Submitting a Service Level Agreement Credit Request

5.2.2.1 Installation SLA Customer must request a credit in writing (e-mail or fax) to the ~~Company~~Verizon Account Team within thirty (30) days after the date that the ~~LAN Switch~~Managed Device installation is completed with the following information:

- The Site identifier
- The date the ~~LAN Switch~~Managed Device should have been installed
- The date the ~~LAN Switch~~Managed Device was installed
- The date that Customer approved the CDD

5.2.2.2 Availability, Time To Repair, and Proactive Outage Notification SLA Customer must request a credit in writing (e-mail or fax) to the ~~Company~~Verizon Account Team within thirty (30) days of the Outage with the following information:

- The date the ~~LAN Switch~~Managed Device Outage occurred
- The time the ~~LAN Switch~~Managed Device Outage began and ended
- The Outage location ~~or LAN Switch~~of the Managed Device
- Trouble Ticket number for each Site and event.

5.2.3 Service Level Agreement Credit Time Limitation

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

- Continue the Managed LAN with a limit of six (6) months of credits for any individual SLA within a 12-month period.
- Discontinue Managed LAN without liability except for charges incurred prior to discontinuation of the Managed LAN. Customer must submit a written disconnect notice to their ~~Company~~Verizon Account Team within 30 days following the end of either the third or subsequent consecutive month of ~~Company's~~Verizon's failure to meet the SLA.

If Third-Party Maintenance provider causes the payout of SLA credits for three (3) consecutive months, ~~Company~~Verizon has the following options:

- ~~require~~Require a change of Third-Party Maintenance provider, as applicable; or
- ~~terminate~~Terminate its performance obligations under this Managed LAN SLA for the related SLA.

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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 due to 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, including without limitation, disconnection of power to the CPE will not be eligible for SLA credits, other than acts or omissions of CompanyVerizon approved Third-Party Network or Third-Party Maintenance providers.
- 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 CompanyVerizon within Company'sVerizon's maintenance windows.
- With the exception of the Installation SLA, no credit will be due to the extent the SLA is not met because Managed LAN is not up and billable.
- No credit will be due for CPE with less than 24 x 7 x 4 coverage with CompanyVerizon or a CompanyVerizon approved Third-party maintenance provider.
- 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 for Trouble Tickets associated with any act or omission of any third party.
- SLA commitments may be adjusted to reflect the service levels provided by the maintenance provider.
- No credit will be due to the extent that the SLA is not met due to performance impacting issues related to or resulting from (but not limited to) rogue network devices, viruses, worms, ~~miss-configured~~misconfigured unmanaged network devices attached to the LAN being managed or other impacting events/devices beyond the scope and control of CompanyVerizon; and
- Devices, except under Monitor and Notify level of service, or Cloud-Controlled Switching and Cloud-Controlled Camera that do not have out-of-band access.

Appendix B: Terms and Definitions

| Terms and Definitions | Definition |
|--|---|
| Third-Party In-Band Access | IPsec in-band access transport provided by a Third-party Internet access provider. |
| Third-Party Maintenance | Maintenance services from third parties approved by <u>CompanyVerizon</u> from time to time. The current approved Third-Party Maintenance providers are IBM, Siemens, Cisco, HP, NCR, and Unisys. |
| <u>CompanyVerizon</u> In-Band Access | In-Band access provided through a <u>CompanyVerizon</u> Managed WAN site connected to Customer's LAN network. |
| <u>Camera</u> | <u>Means the camera, as specified by reference to these terms, which will be managed at Customer Site by Verizon for this MLAN Service.</u> |
| Customer Premise Equipment ("(CPE)") | Managed LAN equipment located at the Site. |
| Customer Service Center | Service centers where Customers call in to report Managed LAN issues. |

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| Terms and Definitions | Definition |
|---------------------------------|--|
| Customer Time | Time attributable to or caused by one or more of the following: <ul style="list-style-type: none"> • Incorrect or incomplete information provided by Customer; • CompanyVerizon or the CompanyVerizon approved maintenance provider being denied access to CPE or network components at the Customer location when access is required; • The analog telephone connection for OOB access is either unavailable or not maintaining a minimum 9600 bits per second connection such that CompanyVerizon can not troubleshoot the LAN Switches and CompanyVerizon has not been notified by Customer that such minimum OOB access has been restored; • Failure or limited bandwidth of Customer's WAN connecting LAN sites where only one WAN In-Band Access site is provided; • Failure or refusal to release the LAN SwitchManaged Device for testing; or • Customer unavailability where needed to close a Trouble Ticket. |
| In-Band Access | In-Band access may be provided either i) through a Company Verizon Managed WAN site connected to Customer's LAN network, or ii) through Customer-provided Internet access (from Company Verizon or a Third-party) using IP Sec encryption technology with Company Verizon Internet Dedicated – Managed service connected to Customer's LAN network (collectively, "WAN In-Band Access"). In-Band access is required for each of Customer's LAN locations or Company Verizon can manage more than one Customer LAN using one WAN In-Band Access site. |
| LAN Switch | Any LAN networking Customer premises equipment managed by Company. Means the LAN switches and associated OOB modems or terminal servers, as specified by reference to these terms, which will be managed at Customer Site by Verizon for this MLAN Service. |
| <u>Managed Device</u> | <u>A LAN Switch or a Camera</u> |
| MRC | Monthly Recurring Charge. |
| Outage(s) | An Outage is defined as an unscheduled period in which the LAN Switch Managed Device is interrupted and unavailable for use by Customer for sixty (60) or more unavailable Seconds ("UAS") within a 15-minute period measured by Company Verizon. UAS is the American National Standards Institute standard (ANSI) T1.231. <u>As Verizon does not have access to the Camera's audio or video, a Camera Outage is limited to a determination that the Camera is no longer "up" and connected to the Customer Network and not related to the picture content, optics, or audio function or quality. As an example, a blocked view is not an Outage.</u> |
| Port | A physical interface for data cables to a LAN Switch Managed Device. |
| <u>Camera</u> | <u>Any Camera at the Customer's LAN location managed by Verizon.</u> |
| Service Level Agreement ("SLA") | A series of performance commitments made by Company Verizon to the Customer. |
| Service Restoration Priorities | Process by which Managed LAN disruptions are ranked by the Customer Service Center. |

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| Terms and Definitions | Definition |
|-----------------------|--|
| Site | A site is Customer's Managed LAN location which includes a LAN Switch <u>Managed Device</u> . |
| Trouble Ticket | A ticket opened within Company's <u>Verizon's</u> NOC from an internal Company <u>Verizon</u> report or a report by a Customer to Company <u>Verizon</u> of either perceived Outage or Managed LAN degradation. |
| WAN In-Band Access | See In-Band Access definition for defined term. |