



MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

1. Overview

This Managed WAN SLA is in addition to the SLA's offered for [CompanyVerizon](#) Frame Relay (FR), Private IP (PIP), Asynchronous Transfer Mode (ATM), Private Line (PL) PIP Layer 2 Service, Ethernet Private Line (EPL), Ethernet Virtual Private Line Service (EVPL) CPA-Based, and Virtual Private LAN Service (VPLS) and [CompanyVerizon](#)-approved Internet Dedicated Access and Internet Dedicated Ethernet transport services and relates to [Company'sVerizon's](#) performance providing Managed WAN. Terms not defined in Appendix B: Terms and Definitions will be defined pursuant to the Agreement.

The Managed WAN SLAs 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 (other than [CompanyVerizon](#) Network circuits)

2. SLA Details

2.1 Coverage Categories

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

2.1.1 Geographic Location. The location of a Customer [siteSite](#) determines the applicable service levels. The countries covered under the Managed WAN 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		Mexico
Italy		Panama
Luxembourg		Peru
Netherlands		Puerto Rico
Norway		Venezuela
Spain		
Sweden		
Switzerland		
United Kingdom		

3. Global Tier B – the countries where [CompanyVerizon](#) provides Managed WAN that are not in the U.S or Global Tier A.

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

2.1.2 Network Provider. The network provider for primary access also determines the applicable service levels. All SLAs provided herein are for the CompanyVerizon Network except where noted. The networks covered under the Managed WAN SLA are divided into three categories:

1. CompanyVerizon Network – PIP, FR, ATM or PL provided by MCI Legacy Companies, PIP Layer 2 Service, Ethernet Private Line (EPL), Ethernet Virtual Private Line Service (EVPL) CPA-Based, Virtual Private LAN Service (VPLS), and CompanyVerizon-approved Internet Dedicated Access and Internet Dedicated Ethernet transport services.
2. Other CompanyVerizon Networks – CompanyVerizon IP VPN as referenced in Verizon Tariff F.C.C. No. 20, CompanyVerizon Local Private Line as referenced in Verizon Tariff F.C.C. No. 1 and F.C.C. No. 11, CompanyVerizon Fast Packet – ATM as referenced in Verizon Tariff F.C.C. No. 1 and F.C.C. No. 20, CompanyVerizon Fast Packet – Frame Relay as referenced in Verizon Tariff F.C.C. No. 20 Verizon Wireless EVDO access.
3. 3rd Party Network – Customer Provided Access or transport from third parties approved by CompanyVerizon from time to time. The current approved 3rd Party Network providers are AT&T, Sprint, BellSouth, Qwest, Equant, British Telecom, Deutsche Telekom, and NTT.

2.1.3 Maintenance Provider. ~~MaintenanceCustomer~~ may ~~be provided by Company Data Maintenance~~ ~~Networkhave Verizon Care~~ or ~~maintenance~~ by an approved Customer or CompanyVerizon contracted 3rd party maintenance provider. The current approved 3rd 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 CompanyVerizon contracted 3rd ~~Party Maintenance~~ ~~party maintenance~~ providers as for ~~Company Data Maintenance~~ ~~NetworkVerizon Care~~. As used in this SLA, “3rd Party Maintenance” means Customer contracted 3rd party maintenance.

3. Managed WAN SLA

3.1 Service Level Agreements and Objectives by Country Category and Level of Managed WAN Service

TABLE 3.1.1 MANAGED WAN FULL OR CO MANAGEMENT SERVICE LEVEL AGREEMENTS

Region				
Parameter	U.S.: <u>CompanyVerizon</u> Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other <u>CompanyVerizon</u> Networks & 3 rd Party Network
Availability (with dual routersManaged Devices / dual circuits)	100%	100%	100%	100%
Availability (with Single RouterManaged Device Back-up)	99.95%	99.95%	99.95%	99.95%
Availability (without Back-up)	99.5%	99.5%	99.0%	99.5%
TTR – Company Data Maintenance – NetworkVerizon Care	3.5 Hours	4 Hours	6 Hours	4 Hours
TTR – 3 rd Party Maintenance	6 Hours	6 Hours	6 Hours	6 Hours
TTR - Verizon-provided or 3 rd Party Maintenance on Cloud-Controlled Routing	Next Business Day	Next Business Day	Next Business Day	Next Business Day

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

Region				
Parameter	U.S.: Company Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Company Verizon Networks & 3 rd Party Network
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 3.1.2 MANAGED WAN PHYSICAL SERVICE LEVEL AGREEMENT

Region				
Parameter	U.S.: Company Verizon Network only	Global Tier A Company Verizon Network Only	Global Tier B Company Verizon Network Only	U.S.: Other Company Verizon Networks & 3 rd Party Network
TTR – Company 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 3.1.3 MANAGED WAN PHYSICAL SERVICE LEVEL OBJECTIVES

Region				
Parameter	U.S.: Company Verizon Network only	Global Tier A Other Company Verizon Networks & 3 rd Party Network	Global Tier B Other Company Verizon Networks & 3 rd Party Network	U.S.: Other Company Verizon Networks & 3 rd Party Network
TTR –3 rd Party Network and Other Company Verizon Networks (Physical issues only)	N/A	4 Hours	6 Hours	4 Hours
TTR – Company Data Maintenance – Network Verizon Care (Physical issues only)	3.5 Hours	4 Hours	6 Hours	4 Hours
TTR –3 rd Party Maintenance (Physical issues only)	6 Hours	6 Hours	6 Hours	6 Hours
TTR - Verizon- provided or 3 rd Party Maintenance on Cloud-Controlled Routing	Next Business Day	Next Business Day	Next Business Day	Next Business Day

TABLE 3.1.4 MANAGED WAN MONITOR AND NOTIFY SERVICE LEVEL AGREEMENT

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

Region				
Parameter	U.S.: Company Verizon Network only	Global Tier A Company Verizon Network Only	Global Tier B Company Verizon Network Only	U.S.: Other Company Verizon Networks & 3 rd Party Network
TTR – Company 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 Level Agreements and Objectives Defined

4.1 Availability. ~~Managed~~Customer Site Availability is based on the total number of minutes in a calendar month during which the ~~Managed~~Customer Site is available to exchange data between all Managed WAN sites, divided by the total number of minutes in that month. Sites are considered available whether data is passing through the primary connection or through a backup connection. Availability is based on the total number of minutes per calendar month and site design:

- No backup – Measures the site availability for sites that have no ISDN, Analog dial, or other backup
- Single ~~router~~Managed Device backup – Measures the site availability for sites that have ISDN dial, Analog dial, ~~Company~~Verizon-provided cellular (EVDO), DSL, or other backup through diverse circuits
- Dual ~~router~~Managed Device, dual circuit backup – Measures the site availability for sites that have two connected ~~Company managed routers~~Verizon Managed Devices running hot standby routing protocol (HSRP) or equivalent protocol each with a separate, diverse circuit, one ~~router~~Managed Device with a primary circuit, and the other ~~router~~Managed Device with a diverse circuit.

4.1.1 Calculation

Availability is the percentage of time that the Customer's site is available within a given calendar month. Availability only applies to Hard Outages.

Monthly ~~Managed~~Customer Site Availability (%) =

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

4.1.2 Credit Structure and Amounts

Customers will be credited for Managed WAN monthly recurring charges for the affected site with the Full or Co Management level of ~~management~~service.

TABLE 4.1.2.1 AVAILABILITY WITH DUAL ~~ROUTERS~~MANAGED DEVICES / DUAL CIRCUITS
(APPLIES TO SITE LEVEL PERFORMANCE)

Credit as a % of Managed WAN MRC					
Managed Router Device to Router Managed Device Availability %		U.S.: Company Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Company Verizon Networks & 3 rd Party Network
From	To				
< 100%	99.90%	10%	10%	10%	10%
99.89%	99.50%	15%	15%	15%	15%

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

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%

TABLE 4.1.2.2 AVAILABILITY WITH SINGLE ~~ROUTER~~MANAGED DEVICE BACK-UP
(APPLIES TO SITE LEVEL PERFORMANCE)

Credit as a % of Managed WAN MRC					
Managed Router Device to Router Managed Device Availability %		U.S.: Company Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Company Verizon Networks & 3 rd Party Network
From	To				
100%	99.95%	N/A	N/A	N/A	N/A
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%

TABLE 4.1.2.3 AVAILABILITY WITH NO BACK-UP
(APPLIES TO SITE LEVEL PERFORMANCE)

Credit as a % of Managed WAN MRC					
Managed Router Device to Router Managed Device Availability %		U.S.: Company Verizon Network only	Global Tier A All Networks	Global Tier B All Networks	U.S.: Other Company Verizon Networks & 3 rd Party Network
From	To				
100%	99.50%	N/A	N/A	N/A	N/A
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 SLA:

4.1.3.1 Periods of Soft Outage

4.1.3.2 Interruptions for which no ~~trouble ticket~~Trouble Ticket was opened.

4.1.3.3 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 ~~Company~~Verizon or a ~~Company~~Verizon approved 3rd Party Maintenance provider.

4.1.3.5 Sites with EVDO as primary access.

4.1.3.6 Managed Devices under Cloud-Controlled Routing.

4.1.3.7 Customer Co Management policy changes that cause a Hard Outage.

4.2 Time to Repair (TTR). TTR is the time to resolve a Hard Outage ~~trouble ticket~~Trouble Ticket at a site.

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

4.2.1 Calculation

The Customer's TTR will be based on the Hard Outage time per site for each outage event. The TTR time starts when a ~~trouble-ticket~~Trouble Ticket is opened after a Hard Outage by ~~Company~~Verizon or the Customer, and concludes with the restoration of Managed WAN. For the Full ~~or Co Management~~ level of service, TTR SLA includes the Local Access line, the WAN infrastructure port, and the ~~router~~Managed Device. For the Monitor and Notify and Physical levels of service, TTR SLA includes only the Local Access line and the WAN infrastructure port.

Managed Device Time To Repair (Hrs.) =

Length of ~~trouble-ticket~~Trouble Ticket resolution for Hard Outage per ~~router~~Managed Device per outage

4.2.2 Credit Structure and Amounts

Customers will be credited for Managed WAN monthly recurring charges for the affected site as shown below.

TABLE 4.2.2.1 TIME TO REPAIR WITH FULL ~~OR CO MANAGEMENT~~ LEVEL OF SERVICE AND ~~COMPANY DATA MAINTENANCE~~ ~~NETWORK~~VERIZON ~~CARE~~
(APPLIES TO EACH ~~ROUTER~~MANAGED DEVICE AT A SITE)

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

TABLE 4.2.2.2 TIME TO REPAIR WITH FULL ~~OR CO MANAGEMENT~~ LEVEL OF SERVICE AND APPROVED 3RD PARTY MAINTENANCE
(APPLIES TO EACH ~~ROUTER~~MANAGED DEVICE AT A SITE)

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

TABLE 4.2.2.3 TIME TO REPAIR WITH FULL ~~OR CO MANAGEMENT~~ LEVEL WITH VERIZON-PROVIDED OR 3RD PARTY MAINTENANCE ON CLOUD-CONTROLLED ROUTING
(APPLIES TO EACH INDIVIDUAL ~~ROUTER~~MANAGED DEVICE AT A SITE)

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

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

TABLE 4.2.2.4 TIME TO REPAIR WITH PHYSICAL OR MONITOR AND NOTIFY LEVELS OF SERVICE
(APPLIES TO ~~COMPANY~~Verizon NETWORK AND CIRCUIT ISSUES ONLY)

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

4.2.3.1 Periods of Soft Outage.

4.2.3.2 Sites with DSL, EVDO or VSAT access connections as primary access.

4.2.3.3 For the ~~Managed WAN-Full~~ or ~~Co Management~~ level of service: CPE that is not under 24 x 7 maintenance coverage with a 4 hour response time with ~~Company~~Verizon or a ~~Company~~Verizon approved 3rd Party Maintenance provider.

4.2.3.4 For Cloud-Controlled Routing Full or ~~Co Management~~ level of service: CPE that is not under 5 x 8 maintenance coverage with onsite break fix and next business day response time with ~~Company~~Verizon or a ~~Company~~Verizon approved 3rd Party Maintenance provider.

4.2.3.5 For the Co Management level of service: the time due to Customer's policy changes that cause a degradation in application performance or unavailability of the service will be treated as Customer Time.

4.3 Managed WAN Installation SLA. The Managed WAN Installation SLA is defined as the period of time to install Managed WAN with FR, PL, ATM, or PIP primary transport at a site.

4.3.1 Calculation

The Managed WAN Installation SLA time period starts on the date the Managed WAN service order is approved in the Verizon Business Customer Center portal (VBCC) 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 50% refund of the non-recurring Managed WAN installation fee for a site if ~~Company~~Verizon fails to install Managed WAN service within 45 business days 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 SLA:

4.3.3.1 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 ~~Company~~Verizon; and

4.3.3.6 Circuits provided from Other ~~Company~~Verizon Networks.

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

4.4.1 Calculation

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

The Notification Period begins with opening of a ~~trouble-ticket~~Trouble Ticket for a Hard Outage. ~~Company~~Verizon has 15 minutes to notify Customer's primary point of contact from the start point of the Notification Period. ~~Company~~Verizon is in compliance with the proactive outage notification SLA if the Customer opened the ~~trouble-ticket~~Trouble Ticket or contacts ~~Company~~Verizon within the Notification Period. ~~Company~~Verizon will provide the ticket number and an initial status.

4.4.2 Credit Structure and Amounts

Customer will receive a credit equal to 10% of the monthly recurring charge for each Managed WAN site that was impacted during a Hard Outage that was not properly notified.

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

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 Outages due to group encrypted transport (GET) VPN encryption failure.

4.5 Change Management Service Level Objectives. The express and emergency Change Management service level objectives are 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 are changes requested by Customer's submission of a Priority 1 ~~trouble-ticket~~Trouble Ticket. The semi-automated Managed WAN support for Private IP dynamic bandwidth Change Management service level objective is completion within 72 hours after the change was submitted by Customer in the Verizon Private IP dynamic bandwidth portal.

4.5.1 Express and Emergency Change Management Definition

Express and Emergency Change Request Types:

These are a subset of current change request types that would be eligible for Express and Emergency Change Management:

- 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~~Managed Device 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 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 objectives have 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 Objectives:

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

4.5.3.1 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 Incomplete information, including the specific commands/configurations.

5. Credit Application Process

5.1 Managed WAN 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 Managed WAN for all sites, or 100% of the total MRC for any one site. Company's 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 its determination of non-compliance with an SLA.

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~~ Trouble Ticket needs to be opened in response to Managed WAN issues at the time of the Managed WAN 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, Time to Repair, and Proactive Outage Notification SLAs, a Hard Outage ~~trouble ticket~~ Trouble Ticket must be opened on Company's Verizon's systems, either by Company Verizon or by Customer's request. A ~~trouble ticket~~ Trouble Ticket provides the record of Hard Outage events.

5.2.2 Submitting a Service Level Agreement Credit Request

5.2.2.1 Installation SLA. Customer must make a written request (e-mail or fax) to the Company Verizon Account Team for a credit within thirty (30) days after the date that the installation is completed that is beyond the 45 business day SLA 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 SLA. Customer must make a request in writing (e-mail or fax) to the Company Verizon Account Team for a credit within thirty (30) days of the end of the month for which an SLA 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 Company Verizon has failed to meet the same SLA for three consecutive months, Customer may elect to:

- continue Managed WAN with a limit of six months of credits for any individual SLA within a 12-month period.
- discontinue Managed WAN without liability except for charges incurred prior to discontinuation of Managed WAN. 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 3rd Party Network or Maintenance provider causes in whole or in part the payout of SLA credits for three (3) consecutive months, Company 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 SLA for the relevant SLA for sites with 3rd Party Network or Maintenance provider.

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

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, other than acts or omissions of CompanyVerizon approved 3rd Party Network or 3rd 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.
- Except for the Installation SLA, no credit will be due to the extent the SLA is not met because Managed WAN is not up and billable.
- 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.
- Each device 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
3 rd Party Maintenance	The term "3 rd Party Maintenance" means Customer contracted 3 rd party maintenance.
circuit	A circuit is a Connection and Local Access.
Connection	Connection is a port on Customer's WAN connected to <u>CompanyVerizon</u> or a 3 rd Party Network.
Customer Premise Equipment (CPE)	Service equipment located at the Customer site Site.
Customer Provided Access	Customer remits payment for Local Access directly to their Local Access provider and <u>CompanyVerizon</u> does not invoice Customer for Local Access charges.
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;• <u>CompanyVerizon</u> or the <u>CompanyVerizon</u> 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 ticketTrouble Ticket.
Hard Outage	Managed WAN degradation such that Customer is unable to use Managed WAN and Customer is prepared to release the circuit to <u>CompanyVerizon</u> for immediate testing.
Local Access	The portion of service between Customer's premises and a <u>CompanyVerizon</u> designated point-of-presence.

MANAGED WAN SERVICE LEVEL AGREEMENT (SLA)

Terms and Definitions	Definition
MCI Legacy Companies	An affiliate of Company 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.
MRC	Monthly Recurring Charge.
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 Company Verizon for immediate testing.
site	A site is Customer's Managed WAN location Customer Site that includes CPE and a Connection. <u>Customer Site and "site" are used interchangeably in this SLA.</u>
Trouble Ticket	The result of reporting by a Customer to Company Verizon of either perceived Managed WAN outage or Managed WAN degradation.