



Wi-Fi for Business + Service Level Agreement

1. **Service Level Agreement.** The Service Level Agreement ("SLA") for WFB Service described herein sets forth Customer's sole remedies for any claim relating to the performance of WFB Service.
2. **Overview.** Capitalized terms that are not defined in Definitions, below, will have the same meaning as defined in the Agreement, WFB Online Terms, or Service Order, as applicable.
3. **Qualification for Customers with Service in Europe.** This SLA is offered as part of the WFB Service (~~also referred to in this SLA as the~~ "Service"). To qualify for this SLA, Customer must commit to an Initial Service Term of at least one year. This SLA is incorporated into and forms part of the contract for the provision of the Service as set out in the relevant Service Order and applicable master terms and conditions of Service (for example, the International Master Services Agreement. This SLA will commence upon the Service Activation Date and apply for the duration of the Service Term.
4. **Contracts under German and Austrian Law.** The following paragraph is solely applicable to contracts governed by German or Austrian Law: This SLA, including any Service Credits for breach of quality parameters, is an independent commercial agreement. The quality parameters detailed in this SLA are neither implied warranties of the quality of the Service ("Beschaffensvereinbarungen") nor guarantees under the German or Austrian Civil Code ("BGB" or "ABGB"). Service Credits paid under this SLA will be set-off against any potential damage compensation payments.
5. **Available Service Levels.** WFB Service includes the following service levels:
 - Time to Repair ("TTR")
 - WFB Service Installation
6. **Parameters**
 - 6.1 **Location.** The location of Customer's Site determines the parameters for the applicable service levels. Countries covered under this SLA are divided into three categories:
 - (i) **U.S.** – Includes the U.S. Mainland and Alaska, except as otherwise noted.
 - (ii) **Global Tier A**

Europe	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom
Americas	Canada

- (iii) **Global Tier B** – Includes those countries where Verizon provides WFB Service that are not in the U.S or Global Tier A.

6.2 SLA Parameters

SLA	U.S.	Global Tier A	Global Tier B
TTR – Verizon-provided or Customer-contracted Third-Party Maintenance with On-Site Break-Fix Maintenance	Next Business Day (Not Available in Hawaii and Alaska)	Not Available	Not Available
WFB Service Installation	45 Business Days (Hawaii excluded)	Not Available	Not Available

7. **Time to Repair ("TTR").** TTR is the time to resolve an Outage Trouble Ticket for a Device.
 - 7.1 **Calculation.** TTR is based on the Outage time per WAP for each Outage event. The TTR SLA is Next Business Day for continental U.S. locations. The TTR SLA is not available for Global Tier A locations, Global Tier B locations, or anywhere outside the continental U.S. The TTR time starts when a Trouble Ticket is opened by Verizon or the Customer after an Outage and concludes with the restoration of the WAP.

Device TTR (Hrs.) = Length of Trouble Ticket resolution per Device per Outage incident

- 7.2 **Credit Structure and Amounts.** If TTR is exceeded for an Outage, Customer will receive a credit on its invoice equal to five percent (5%) of the MRC for WFB Service in the month of the Outage.
- 7.3 **Exclusions/Qualifications.** In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the TTR SLA:
- (i) Trouble tickets opened after 4 p.m. U.S. Eastern Time will be considered to be opened on the next business day.
 - (ii) The TTR SLA will not be available for Customer Sites with remote maintenance support as Customer, not Verizon, will be handling the physical restoration of the WAP for such Sites.
 - (iii) If third-party-provided maintenance is modified pursuant to the provider's maintenance contract with Customer, Verizon may similarly adjust associated SLA commitments set forth herein to reflect the revised service levels provided by the third-party maintenance provider.
 - (iv) SLAs are only available when WAPs have maintenance plans with coverage 8 hours a day, 5 days a week, with ~~NBD~~ ("Next Business Day") response time.
8. **Service Installation.** "Service Installation" is the period of time to install WFB Service at a Customer Site.
- 8.1 **Calculation.** The Service Installation time period starts when Verizon accepts Customer's Order for WFB Service at Customer Site(s) and ends when WFB Service at the Customer Site(s) is available for use and billable.
- 8.2 **Credit Structure and Amounts.** Customer is eligible to receive a fifty percent (50%) refund of the non-recurring WFB Service installation fee for a Customer Site identified in an Order if Verizon fails to install the WFB Service within 45 business days for that Customer Site.
- 8.3 **Exclusions/Qualifications.** In addition to the general exclusions, the following items are excluded from or qualify the Service Installation period:
- (i) If Verizon determines a post-Order Customer review call is required to refine the details of the Service to be installed, then the Service Installation period shall begin upon completion of the Customer review call.
 - (ii) A Customer-ordered installation date that is prior to the 45 Business Day Service Installation time period.
 - (iii) Remote Installations.
 - (iv) Delays resulting from an Order suspension due to Customer credit issues.
 - (v) Delays due to incomplete or non-installation of the associated Internet service.
 - (vi) Delays due to the failure of Customer or its third-party contractors to timely perform Customer's responsibilities in accordance with the Wi-Fi for Business+ Online Terms.
 - (vii) Where a wireless site assessment is requested by Customer, any delays in the performance of such site assessment due to (a) Customer or its contractors; and (b) remediation work identified in such site assessment.
9. **Credit Application**
- 9.1 **Credit Terms.** Credits are not cumulative month-to-month. If an SLA issue crosses months, the "triggering event" for purposes of credit will be deemed to have occurred in the month in which the SLA non-compliance occurs. Verizon's data and calculations will be used to determine if an SLA has been missed and a credit is due. Verizon will issue a credit within 90 days of determining a credit is due. The maximum credit within any one month for all SLA non-compliances within that month is fifty percent (50%) of the total MRC for the WFB Service for all WAPs. Except with respect to contracts under German or Austrian law, Service Credits made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer for any failure to meet an SLA.
- 9.2 **Application Process for Credits**
- 9.2.1 **Opening a Trouble Ticket.** To be eligible to receive a TTR SLA credit, Customer must have requested that an Outage Trouble Ticket be opened on Verizon's systems. A Trouble Ticket records the Outage event.
- 9.2.2 **Submitting an SLA Credit Request**
- 9.2.2.1 **TTR SLA Credit.** Customer must make a written request (e-mail or fax) to the Verizon Account Team for a credit within fifteen (15) days of the WAP Outage with the following information:
- The date the WAP Outage occurred.
 - The time the WAP Outage began and ended.
 - The location of the WAP Outage.
 - Trouble Ticket number for each Outage.
- 9.2.2.2 **Service Installation SLA Credit.** Customer must make a written request (e-mail or fax) to the Verizon Account team for a credit within 15 days after the date that the WAP installation is completed that is beyond the 45 Business Day SLA with the following information:
- The Customer Site identifier.
 - The date Customer and Verizon agreed the WFB Service should have been installed; such

installation encompassing all installed elements of WFB Services.

9.3 **Enduring SLA Non-Compliance.** If an SLA is non-compliant for three consecutive months, Customer may elect to:

- Continue the WFB Service with a limit of six months of credits for any individual SLA within a 12-month period.
- Discontinue WFB Service without liability except for charges incurred prior to discontinuation of the WFB Service. Customer must submit a written disconnect notice to its 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 Customer-contracted Third-Party Maintenance provider causes the payout of SLA credits for three consecutive months, Verizon has the following options:

- Require a change of Customer-contracted Third-Party Maintenance provider, as applicable; or
- Terminate its performance obligations hereunder for the related SLA.

10. **General Exclusions.** No credit will be payable pursuant to this SLA:

- To the extent an 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.
- To the extent an SLA is not met because of a Force Majeure event, as defined in the Agreement.
- To the extent an SLA is not met because of scheduled maintenance by Customer or entities under Customer's direction or control.
- To the extent an SLA is not met because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- To the extent an SLA is not met because of the amount of time delays due to Customer Time, defined below.
- To the extent an SLA is not met because of lapses of service or performance issues which are caused by Customer Equipment, Customer Wiring or any other device for which Verizon is not responsible.
- To the extent an SLA is not met due to rogue network devices, viruses, worms, misconfigured unmanaged network devices attached to the WFB Service, or other events/devices beyond the scope of WFB Service or control of Verizon.

11. Definitions

Terms	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.• 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 to release affected Device(s) for testing.• Customer unavailability where needed to close a Trouble Ticket.
Device	Any WAP managed by Verizon pursuant to WFB Service.
Outage(s)	An Outage is defined as an unscheduled period in which the Device is interrupted and unavailable for use by Customer for 60 concurrent minutes. The defining period for an Outage is subject to all exclusions and qualifications set forth in this SLA.