

## WAN ANALYSIS REPORTING +

### Part IV: Service Level Agreement

1. **Service Level Agreement Summary.** The WAN Analysis Reporting Service Level Agreement (~~the~~ "WAN Analysis Reporting SLA") covers the United States and other regions in Europe, Middle East, Asia, Latin America and Canada where WAN Analysis Reporting is provided. The WAN Analysis Reporting SLA consists of one standard service level standard ("Service Level Standard"). Customer qualifies for credits when the Service Level Standard is not met. The WAN Analysis Reporting SLA covers the components of WAN Analysis Reporting.

- 1.1 **Service Level Standard.** The WAN Analysis Reporting SLA offers one Service Level Standard: Application Platform Availability.

- 1.1.1 **Application Platform Availability.**

- 1.1.1.1 **Definition.** Application Platform Availability is the percentage of time in the month that Customer was not subject to an Outage. An "Outage" means the WAN Analysis Reporting Platform is not available for Customer to logon and use the platform for reporting, but excludes any outage time associated with any of the exclusions in the "Exclusions" section below. Outage is calculated from the time the Customer opens a trouble ticket with Verizon until the trouble ticket is closed.

- 1.1.1.2 **Standard.**

| Application Platform Availability |
|-----------------------------------|
| 99.5%                             |

- 1.1.1.3 **Calculation.** Monthly Application Platform Availability (%) =

- Determine total Outage minutes for month
- Determine total available minutes in month (Number of Days x 24 hours x 60 minutes)
- Calculate the total Outage percentage for the month (divide total Outage by total minutes available)
- Subtract total Outage from 100% to provide the Monthly Application Platform Availability

- 2.2 **Credit Amounts and Application Process.**

- 2.2.1 **Credit Tables.** Customer is eligible for a credit, as indicated in the applicable table below, for any month in which Verizon does not meet the Application Platform Standard.

- The credits vary by type of outage and length of outage.
- For Outage credit purposes, the MRC for all sites is defined as the charge

- 2.2.1.1 **Outage Credit Schedule.**

| Application Platform Availability Credit Schedule |          |
|---|----------|
| Percentage by Minutes per Month                   | % of MRC |
| 99.0 to 99.49%                                    | 5%       |
| 97.0 to 98.99%                                    | 10%      |
| 95.0% to 96.99                                    | 15%      |
| 93.0% to 94.99%                                   | 25%      |
| 90.0% to 92.99%                                   | 40%      |
| Less than 90%                                     | 60%      |

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- 2.2.2 The total of all credits for Application Platform Availability within any one month is limited to a maximum of 100% of the MRC for WAN Analysis Reporting.
- The outage time and ticket for any Outage will be attributed to the calendar month(s) in which the Outage occurred. Credits for Outages are determined by Application Platform Availability and Customer may claim Application Platform Availability Service Level Standards credits in a given month.
  - All credits will be provided at the Billing Account Number level in one lump sum, as opposed to each individual circuit or all circuits under multiple Billing Account Numbers. The appropriate amount will be credited to the Customer's account, appearing as a line item on a bill delivered within 90 calendar days following Verizon's confirmation of a failure to meet the Service Level Standard.
- 2.3 **Process for Customer to Apply for SLA Credits.** Customer completes two steps in order to have an outage qualify for an SLA credit: (1) open a trouble ticket and (2) to request a credit.
- 2.3.1 **Opening a Trouble Ticket.** A trouble ticket can be opened either through the Global Support Service Center or through the web-based tool Service Event Management. The number for the assigned Global Support Service Center is printed on Customer's invoice. Access to the Service Event Management tool can be requested at the first use. ~~The tool and registration for new users is located at <https://customercenter.verizon.com/>.~~ The tool and registration for new users is located at [www.verizonenterprise.com](http://www.verizonenterprise.com).
- 2.3.2 **Submitting a Service Level Agreement Credit Request.** The request for a SLA credit is submitted in writing from Customer to the account team. The timing and content of the request varies by Service Level Standard. This communication can be through email or by fax. The Verizon account team receiving the SLA credit request will confirm receipt with Customer by either email or fax. Verizon will then investigate the outage through the trouble ticket history and notify Customer of the outcome of the investigation either by email or fax.
- 2.3.3 **Trouble Ticket and Credit Request by Service Level Agreement.**
- 2.3.3.1 **Application Platform Availability.** In order for the outage to qualify for an SLA credit Customer must do the following:
- 2.3.3.1.1 Open a trouble ticket within 72 hours of the time the outage.
- 2.3.3.1.2 Submit SLA credit request to their Verizon account team in writing within 15 days of opening the trouble ticket.
- 2.3.3.1.3 The written request must contain the following information:
- The date the outage occurred.
  - The time the outage began and ended.
  - The circuit ID(s) for each circuit(s) that was impacted and the billing ID.
- 2.4 **Service Level Agreement Credit Time Limitation.** Customer has options regarding WAN Analysis Reporting after three consecutive months of in which Verizon fails to meet a WAN Analysis Reporting SLA.
- 2.4.1 Customer may elect to continue the Service for the connection inclusive of the credit. Customer can only receive a maximum of 6 months of credits for any individual Service Level Standard within a 12-month period regardless of the number of Devices.
- 2.4.2 Customer may elect to discontinue all WAN Analysis Reporting Service without liability except for charges incurred prior to discontinuation of the Service. To cancel the 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 Service Level Standard.
- 2.5 **Exclusions.**
- 2.5.1 **General Exclusions.** This SLA does not apply prior to acceptance. The following exclusions apply to all Service Level Standards contained in this document. Customer will not be eligible for any SLA credit as a result of any Outage or delay in activation caused by any of the following:
- Scheduled maintenance on the part of Verizon or Verizon service partners which are within Verizon's maintenance windows;
  - Force Majeure events as defined in the Contract; or
  - Customer's network connection not being available.
- 2.5.2 SLA does not apply to Service provided pursuant to any promotional offerings.