



## SECURE GATEWAY SERVICES - SERVICE LEVEL AGREEMENT FOR OPTIMIZED SERVICE

1. **Scope.** This Service Level Agreement (“SLA”) applies to two elements of Secure Gateway Services – (i) the Universal Port (or Universal Port UBB), and (ii) the RRO service so long as the RRO CPE is Verizon-maintained or maintained by a Verizon-approved maintenance provider, as defined below. Service Commitments defined in these online terms and in the Contract apply hereto.

1.1 The Service Availability SLA applicable to RRO covers the local loop and Internet service used to access the Universal Port only when they are ordered through or provided by Verizon. If Customer obtains Internet service from an Alternative Service Provider, such Internet service is not covered by this SLA. Moreover, when the cause of a Hard Outage (as defined below) is determined to result from Alternative Service Provider Internet service, no credit will be provided under this SLA.

1.2 Except as set forth in this SLA, Verizon makes no claims regarding the availability or performance of Secure Gateway Services. This SLA sets forth Customer’s sole remedies for any claim relating to Secure Gateway Services, including any failure to meet any standard set forth in this SLA. Standard Secure Gateway enhancements will become automatically applicable to Customer without notice as they are released. Verizon reserves the right to amend the SLA from time to time effective upon notice, as provided for in the Contract, provided that in the event of any amendment resulting in a material reduction of the SLA’s service levels or credits, Customer may terminate the Secure Gateway Services without penalty by providing Verizon written notice of termination during the 30 days following notice of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer’s written notice, it agrees to amend its Contract for Secure Gateway Services to eliminate the applicability of the material reduction.

1.3 For 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 Secure Gateway Service (Beschaffenhheitsvereinbarungen) 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.

## 2. SLAs

### 2.1 Service Availability

2.1.1 **Service Availability Standards.** In the case of RRO, the Service Availability SLA varies by component and service method as shown below. For purposes of this SLA, “Internet Broadband” service means those Verizon’s Internet Broadband services (including Internet DSL and Internet Cable) provided directly by Verizon. “Internet Broadband service via reseller” means those Verizon’s Internet Broadband services (including Internet DSL and Internet Cable) provided via a reseller or partner provider service, and not provided directly by Verizon. “Internet Dedicated” service means Verizon’s Internet Dedicated services. The Service Availability SLA applies only to “Hard Outages”, i.e., an inability to exchange data between the Customer edge router and the Provider edge router in the case of RRO, and between the Verizon Internet backbone and the Provider edge router in the case of Firewall. Slow service or other service degradation is not considered a Hard Outage. Moreover, in those cases where Alternative Service Provider Internet service is used, no Service Availability SLA is available.

Service Availability SLA			
Component	Secure Gateway Service(s)	Service Method	Service Availability Standard
Universal Port or Universal Port UBB	Retail & Remote Office, Mobile User and Firewall	N/A	100%

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RRO CPE with <u>Out of Band (OOB) Access or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Dedicated service	99.5%
RRO CPE without: <u>Back-up or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Dedicated service</u>	<u>99.0%</u>
RRO CPE with <u>OOB Access, or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Broadband service	99.0%
RRO CPE without: <u>Backup or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Broadband service</u>	<u>98.0%</u>
RRO CPE with <u>OOB Access, or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Broadband service via reseller	95.0%
RRO CPE without: <u>Back-up or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Broadband service via reseller</u>	<u>94.0%</u>

2.1.2 **Calculation.** Service Availability is determined by adding (i) the total number of minutes during a calendar month that Secure Gateway Services were available to Customer to exchange data (i.e., not subject to a Hard Outage) between the Customer edge router and the Provider edge router, in the case of RRO, and between the Verizon Internet backbone and the Provider Edge, in the case of Mobile User and Firewall; plus (ii) any minutes during which Secure Gateway Services were not available to exchange data due to events described in "Exclusions." Divide the sum by the total number of minutes in the billing month and multiply the quotient by 100. The total number of minutes in a calendar month is as follows:

Month in Days	Total Minutes
31 Day Month	44,640
30 Day Month	43,200
29 Day Month	41,760
28 Day Month	40,320

## 2.2 Time to Repair

2.2.1 **TTR Standards.** The time-to-repair standards vary by component (RRO CPE or Universal Port) and service type. The TTR SLA applies only to Hard Outages. Slow service or other service degradation is not considered a Hard Outage. Moreover, in those cases where the Customer-provided local loop or Internet service is identified as the cause of the failure to meet the Service Availability SLA, then no credit will be provided under this TTR SLA.

TTR SLA			
Component	Secure Gateway Service(s)	Service Method	SLA (not longer than:)
Universal Port or Universal Port UBB	Retail & Remote Office, Mobile User and Firewall	N/A	4 hours
RRO CPE with: <u>OOB Access, or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Dedicated service	4 hours

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<u>RRO CPE without: Backup or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Dedicated service</u>	<u>16 hours</u>
<u>RRO CPE with: OOB Access, or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Broadband service	8 hours
<u>RRO CPE without: Backup or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Broadband service</u>	<u>16 hours</u>
<u>RRO CPE with: OOB Access, or Alternate Circuit or Backup Wireless OOB</u>	Retail & Remote Office	Verizon Internet Broadband service via reseller	24 hours
<u>RRO CPE without: Backup or OOB Access</u>	<u>Retail &amp; Remote Office</u>	<u>Verizon Internet Broadband service via reseller</u>	<u>24 hours</u>

2.2.2 **Calculation.** TTR is the time to correct a Hard Outage that Customer has reported as described in “Service Availability and TTR Credit Process” below. Customer’s TTR time starts when a Trouble Ticket is opened by Verizon for a Hard Outage and concludes with the restoration of Secure Gateway Service -- i.e., the time that the Hard Outage condition no longer exists. TTR for Universal Port includes the time needed to repair the Universal Port, its supporting elements and the backbone trunking to the Verizon Network Service. TTR for the RRO CPE at the Customer site includes time to repair the Verizon-provided local loop and Broadband service, the IPSec tunnel and the RRO.

2.3 **Proactive Notification.** The Proactive Notification SLA applies solely to the RRO CPE. Verizon will ping the RRO CPE at Customer’s premises at regular intervals. If the RRO CPE router does not respond after two consecutive ping cycles, Verizon will send an e-mail notice to Customer’s designated point of contact within 15 minutes of opening the Trouble Ticket.

2.4 **Service Installation – Standards and Calculation.** Service Installation time refers to the period of time to install the Universal Port and in the case of RRO, the RRO CPE at a site. The Installation SLA time period starts from the date Customer has taken all prerequisite steps for Installation and Verizon has received all required information to provide and bill the Secure Gateway Services, and ends when the acceptance testing process has been completed.

Service Installation SLA			
Component	Secure Gateway Service(s)	Access Method	Installation Time Standard
Universal Port (and any other installable components ordered on the Universal Port Service Order) or Universal Port UBB	Retail & Remote Office, Mobile User and Firewall	N/A	20 business days or fewer
RRO CPE	Retail & Remote Office	Verizon Internet Dedicated Service or Internet Broadband Service	32 business days or fewer that includes Verizon Internet service activation

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RRO CPE	Retail & Remote Office	Existing Verizon or customer-provided Internet service	20 business days or fewer
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### 3. Credits

3.1 **General.** Customer is eligible to receive credits if Verizon does not meet the SLA standards set above. To qualify for such credits, Customer must comply with the procedures set forth in this section. Credits are based on a stated percentage of the MRC for the service component (i.e., the RRO CPE and the Universal Port) for which the SLA standard has not been met. Notwithstanding any other provision of this SLA, the maximum credit available to Customer under any combination of the Service Availability, Time to Repair; Proactive Notification, and Service Installation SLAs within a single calendar month is 15% of the total MRCs billed for Customer's Secure Gateway Services for that month. Verizon data and calculations will be used to determine if an SLA standard has been missed and a credit is due. Verizon will issue a credit due, net of discounts and taxes, within 90 days of its determination that an SLA standard was not met.

#### 3.2 Service Availability SLA Credit

Service Availability SLA Credit			
Component	Secure Gateway Service(s)	Service Method	Credit Percentage of MRC
Universal Port or Universal Port UBB	Retail & Remote Office, Mobile User and Firewall	N/A	20%
RRO CPE	Retail & Remote Office	Verizon Internet Dedicated service	10%
RRO CPE	Retail & Remote Office	Verizon Internet Broadband service	10%

#### 3.3. TTR SLA Credit

TTR SLA Credit			
Component and Secure Gateway Service(s)	Universal Port or Universal Port UBB	RRO - Internet Broadband	RRO – Internet Dedicated
	Retail & Remote Office, Mobile User and Firewall	Retail & Remote Office	Retail & Remote Office
Measured in one second Increments	Credit Percentage of MRC		
4 <u>hours</u> to < 8 hrs*	10%	0%	10%
8 <u>hours</u> or more*	10%	10%	10%
<u>16 hours or more*</u> **	<u>10%</u>	<u>10%</u>	<u>10%</u>
24 hours or more	10%	10%	10%
* Does not apply to Internet Broadband services via reseller. Only TTR SLA of 24 hours or more applies to Internet Broadband Service via reseller. ** -Does not apply to Verizon Internet Dedicated or Verizon Internet Broadband services without <u>Back-up or OOB Access</u>			

#### 3.4 Service Installation Credit

Service Installation Credit			
Component	Secure Gateway Service(s)	Service Method	Credit Percentage of MRC

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Universal Port or Universal Port UBB	Retail & Remote Office, Mobile User and Firewall	n/a	20%
RRO CPE	Retail & Remote Office	Verizon Internet Dedicated or Broadband service, or Customer-provided Internet service	10%

### 3.5 Proactive Notification Credit for Retail & Remote Office CPE

Secure Gateway Service(s)	Time From Opening of Trouble Ticket to Customer Notification	Credit Percentage Of MRC
Retail & Remote Office	> 15 minutes	10%

### 3.6 Service Availability and TTR Credit Process. Customer must perform the following to become eligible for credit under either the Service Availability or the TTR SLA.

- 3.6.1 Open a Trouble Ticket within four hours of first learning of a Hard Outage if Verizon has not already notified Customer that Verizon has opened the Trouble Ticket.
- 3.6.2 Submit in writing the following information no later than thirty (30) days from the end of the calendar month in which the Secure Gateway Services was restored:
- All applicable Trouble Ticket numbers associated with each circuit affected by a Hard Outage;
  - The date and time the Trouble Ticket(s) were opened;
  - The NASP ID; and
  - The circuit ID number for each circuit that experienced the Hard Outage.
- 3.6.2.1 Failure to comply with each of the preceding requirements may result in Verizon denying Customer's request for credit under either the Service Availability or TTR SLA.
- 3.6.2.2 A Trouble Ticket is a Verizon document used to record network service issues. Trouble Tickets are time stamped when opened and closed. The time stamps are used to calculate whether (i) the Service Availability and TTR standards under this SLA have been met, (ii) the issue reported is considered a Hard Outage; and (iii) the issue isn't excluded under "Exclusions", below.

### 3.7 Proactive Notification and Service Installation Credit Process

- 3.7.1 Customer must make a written request for credit to Verizon within 15 business days (i) of the Hard Outage for which Verizon did not meet the Proactive Notification standard to qualify for credit for the Proactive Notification SLA, and (ii) of completed installation of the qualifying service to qualify for credit for the Service Installation SLA.
- 3.7.1.1 When making a credit request for the Proactive Notification SLA, Customer must provide its Verizon Account Team with the following information:
- Date the circuit outage occurred;
  - Time the circuit outage began and ended; and
  - Circuit ID(s) for each circuit(s) that did not receive notification within the time frame.
- 3.7.1.2 When making a credit request for the Service Installation SLA, Customer must provide its Verizon account representative with the following information:
- Date the Service Installation period commenced;
  - Circuit ID number for each circuit that was not installed within the SLA;
  - Date Service Installation was completed; and
  - Customer's order number.
- 3.7.2 Verizon will use its order activation system(s) as the basis to determine if the Service Installation SLA standard has been met. In addition to the exclusions described below, no credit is available under the Service Installation SLA for:
- A Customer-ordered installation date that is prior to the Secure Gateway Services installation interval;
  - Installations outside of the continental United States;
  - Delays resulting from inaccurate or incorrect order package information;
  - Delays resulting from changes to a previously-accepted Service Order by Customer, its agents or vendors; and Internet circuits not provided by Verizon;

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### 3.8 Other

- 3.8.1 If Secure Gateway Service is non-compliant with any particular SLA for three (3) consecutive months, Customer may elect to:
- Continue its Secure Gateway Services subject to the limit (a) in “Credits”, above and (b) that for any particular SLA, Customer may not receive credits for more than six (6) months during any 12-month period.
  - Discontinue Secure Gateway Services without liability except for charges incurred prior to discontinuation of Secure Gateway Services, by submitting a written disconnect notice to its Verizon account representative within 30 days following the end of either the third or subsequent consecutive month of Verizon’s failure to meet the SLA standard.
- 3.8.2 Verizon –
- reserves the right to enhance or restrict these SLAs in whole or in part.
  - after a failure of three consecutive months or more to meet any particular SLA standard, upon written notice to Customer, may terminate its performance obligations for that particular SLA standard.
- 3.8.3 Customer may, within thirty (30) days of being informed of any such restriction or termination of SLA obligations, terminate the affected Secure Gateway Services pursuant to the discontinuation terms of this Section.

4. **Exclusions.** In addition to any exclusions specified above, SLA standard calculations will not count as unavailable or repair time any time that results from any one or more of the following:

- 4.1 The Secure Gateway Services have been installed for less than one full calendar month;
- 4.2 Any act or omission on the part of Customer, its contractors, vendors, agents or any other entity over which Customer exercises control or has the right to exercise control, other than acts or omissions of Verizon or Verizon-approved third-party network or maintenance providers, including, but not limited to, the following:
- Delays of any kind attributable to Customer;
  - Incorrect or incomplete information provided by Customer;
  - Verizon or the Verizon-approved maintenance provider is denied access to the RRO CPE or network components at the Customer location when such access is required;
  - Customer configuration and rule set changes to Firewall contribute to downtime or lack of availability of Secure Gateway Universal Port;
  - Customer fails or refuses to release the circuit for testing;
  - Customer is unavailable when needed to close a Trouble Ticket;
  - Customer (not Verizon) provides the local access loop.
- 4.3 Interruptions not reported by Customer, or for which no Trouble Ticket was opened, if required under “Credits”, above;
- 4.4 Proper electrical power is not available;
- 4.5 A force majeure event, including but not limited to, acts of God, government regulation, labor strikes, natural disasters, national emergency, acts of terrorism, or other such events that are not reasonably within Verizon’s control;
- 4.6 Scheduled maintenance by Customer or entities under Customer’s direction or control;
- 4.7 Scheduled or emergency maintenance by Verizon;
- 4.8 Customer uses the Secure Gateway Services in an unauthorized or unlawful manner;
- 4.9 Network degradation, such as slow data transmission;
- 4.10 The Hard Outage that causes the SLA standard to be missed is due to Customer-provided Internet service;
- 4.11 The Secure Gateway Services circuit does not have a static public IP address.
- 4.12 The Secure Gateway Services is not yet activated in the case of claims made pursuant to the Service Availability, Time to Repair or Proactive Notification SLA.