



## VOICE OVER IP SERVICE SERVICE LEVEL AGREEMENT

### 1. VoIP Service Level Agreement

- 1.1 Verizon offers the following performance Service Level Agreements (SLAs) covering Jitter, Mean Opinion Score (MOS), Network Availability, Provisioning Interval and Time To Repair (TTR). These SLAs are available in the United States, ~~and~~ Canada and Mexico and in the following European countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, and the United Kingdom and in the following Asia Pacific countries: Australia, Hong Kong, India, Singapore, and South Korea.
- 1.2 VoIP Service Level Agreement Credit Process - General. To receive a credit, Customer must submit its written request as set out in the table below within 30 business days after the month in which the SLA was not met. If Verizon confirms Customer's request (i.e., that the particular SLA was not met), then Customer shall receive a credit calculated as shown in the table below. No credits will be given with respect to VoIP Service not affected by the unmet SLA.

VoIP SLA	For Applicable Locations in Europe <u>and Asia Pacific</u>	For Locations within the U.S., <del>and</del> Canada <u>and Mexico</u>
<b>Applicable Network</b>	Verizon's VoIP Network	Verizon's VoIP Network
<b>SLA eligible VoIP related access method</b>	Verizon Private IP Verizon Internet Dedicated <u>in European countries only</u>  3 <sup>rd</sup> party access (unless excluded otherwise) <u>in European countries only</u>	US and Canada applicable: - Verizon Private IP - Verizon Internet Dedicated <del>Verizon SGI</del>  US only applicable: - Verizon Wireless LTE (unless excluded otherwise) - Verizon FiOS (unless excluded otherwise) - 3 <sup>rd</sup> party access (unless excluded otherwise)
<b>Available Methods for Requesting Credit</b>	Customer must submit its written request (email or FAX is acceptable) to its Verizon Account Team within the timescale defined in section 1.2 above. If a trouble ticket is required to document an outage or service event for credit compliance, a trouble ticket can be generated either through the Verizon Customer Service Center or through the web-based Verizon Enterprise Center. The number for the assigned Verizon Customer Service Center is printed on Customer's invoice. Access to the Verizon Enterprise Center can be requested by registering at the Verizon Enterprise Center portal: <a href="http://enterprisecenter.verizon.com">enterprisecenter.verizon.com</a> .	Customer must complete and submit the online <a href="#">Verizon Enterprise Solutions Verizon Business VoIP Jitter Credit Request Form</a>  <a href="#">Verizon Enterprise Solutions Verizon Business VoIP MOS Credit Request Form</a>  <a href="#">Verizon Enterprise Solutions VoIP Network Availability Credit Request Form</a>  <a href="#">Verizon Business VoIP TTR Credit Request Form</a> , as applicable.  <a href="#">Verizon Enterprise Solutions VoIP Provisioning Interval Credit Request Form</a>

<b>MRC Service Credit Calculation</b>	<p>The Verizon VoIP SLA credit (the "Credit") will be based upon the monthly recurring charge (MRC) equivalent to the customer's monthly VoIP concurrent call fee.</p> <p>The Credit may also be based on the MRC for the related Verizon Internet Dedicated Service or Private IP Service, as applicable.</p> <p>The maximum amount of the Credit available to Customer for any calendar month shall not exceed the total of the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement.</p>	<p>The Credit will be based upon the MRC equivalent to the customer's monthly VoIP concurrent call fee.</p> <p>The Credit may also be based on the <a href="#">applicable</a> MRC for the related Verizon Internet Dedicated Service or Private IP Service, as applicable.</p> <p>For Business Connection, the MRC used to calculate the Credit is the customer's bundled MRC.</p> <p>The maximum amount of the Credit available to Customer for any calendar month shall not exceed the total of the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement.</p> <p><a href="#">For Business Connection, the maximum amount of the Credit available to Customer for any calendar month shall not exceed the total of the bundled MRC.</a></p>
<b>Jitter Credit Calculation</b>	<p>If Verizon does not meet the Jitter SLA, the Customer will receive one day's share of their Verizon VoIP Service MRC Credit on all their provisioned concurrent calls across their enterprise.</p>	
<b>MOS Credit Calculation</b>	<p>If Verizon does not meet the MOS SLA, the Customer will receive one day's share of their Verizon VoIP Service MRC Credit on all their provisioned concurrent calls across their enterprise</p>	
<b>Network Availability Credit Calculation</b>	<p>If Verizon does not meet the VoIP Network Availability SLA due to an issue with the Verizon VoIP network and it is confirmed by Verizon as an issue solely related to VoIP and not Verizon Private IP or Verizon Internet Dedicated then the Customer will receive (i) one day's share of their applicable Verizon VoIP Service MRC Credit on all their provisioned concurrent calls at the impacted site(s); and (ii) one day's MRC for their Verizon Private IP or Verizon Internet Dedicated service at the impacted site(s), multiplied by each hour Verizon fails to meet its VoIP Network Availability SLA commitment (as defined below).</p> <p>If the customer is using Enterprise Concurrent calls, the Verizon VoIP Service MRC Credit SLA credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at the site.</p> <p>The credit will be applied to each Verizon site affected and is based on the total downtime the customer experienced during the relevant month.</p>	
<b>TTR Credit Calculation</b>	<p>If Verizon does not meet the TTR SLA due to an issue with the Verizon VoIP network and it is confirmed by Verizon as being an issue solely related to VoIP and not Verizon Private IP or Verizon Internet Dedicated, then the Customer will receive (i) one day's share of their applicable Verizon VoIP Service MRC Credit on all their provisioned concurrent calls at the impacted site(s); and (ii) one day's MRC for their Verizon Private IP or Verizon Internet Dedicated service, multiplied by each hour Verizon fails to meet its VoIP TTR SLA commitment (as defined below).</p> <p>If the customer is using Enterprise Concurrent calls, the Verizon VoIP Service MRC Credit SLA credit will be calculated as a percentage (%) of their total Enterprise Concurrent calls based on telephone numbers provisioned at the site.</p> <p>The credit will be applied to each affected Verizon VoIP site. The Customer may receive multiple TTR SLA credits in a given month.</p>	

<b>Provisioning Interval Credit Calculation</b>	If Verizon fails to meet the Provisioning Interval SLA, and Verizon confirms such failure, Verizon will provide to Customer a Service Credit equivalent to the monthly recurring charge (MRC) equivalent to the customer's monthly VoIP concurrent call fee.
<b>Basis for SLA claim for Jitter and MOS</b>	Verizon will use Verizon's public backbone statistics Web site to verify that the MOS SLA and the Jitter SLA standard was not met. If Verizon confirms Customer's request, then Customer may submit a claim for credit. A trouble ticket may be required.
<b>Basis for SLA claim for Network Availability and TTR</b>	Customer must open a trouble ticket with Verizon while it is experiencing a VoIP Service problem. The calculation of unavailable time is based on trouble ticket times.  The unavailable time starts when Customer opens a trouble ticket with Verizon and releases the VoIP Service for immediate testing. The unavailable time stops when the Applicable Network or access circuit trouble has been resolved and the VoIP Service is again available to Customer.  If the Customer has multiple locations affected by an outage, the Customer may submit one ticket to address the multiple locations; however, the affected individual locations must be identified on the ticket.
<b>Basis for SLA claim for Provisioning Interval</b>	The Provisioning Interval is calculated by computing the period of time beginning on the date Verizon submits the Customer's VoIP order to Verizon's provisioning group and ends on the date that Verizon determines the VoIP service is ready for activation.

- 1.3 **Jitter SLA.** Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. The VoIP Jitter SLA provides that Verizon's monthly jitter performance within the Applicable Network will not exceed 1.0 millisecond. Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. Jitter performance statistics are available for review at <https://enterprise.verizon.com/terms/voipsla/voicequality/>, <http://www.verizonenterprise.com/terms/us/products/advantage/voicequality/> for the United States and Canada and <http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml> for Europe.
- 1.4 **Mean Opinion Score (MOS) SLA.** MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that the Applicable Network performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. MOS performance statistics are available for review at <https://enterprise.verizon.com/terms/voipsla/voicequality/>, <http://www.verizonenterprise.com/terms/us/products/advantage/voicequality/> for the United States and Canada and <http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml> for Europe.
- 1.5 **VoIP Network Availability SLA.** The VoIP Network Availability SLA provides that Applicable Network will be available at least 99.99 percent of the time as measured on a monthly basis by trouble ticket time. The Applicable Network is considered not available for the number of minutes that a trouble ticket shows the Applicable Network was not available to Customer. The network availability SLA is not applicable to sites that do not use Verizon Internet Dedicated or Verizon Private IP service. Customer is responsible for tracking the time via trouble tickets that any portion of the VoIP Service is unavailable due to Applicable Network unavailability.
- 1.6 **Time to Repair SLA.** The VoIP Time to Repair (TTR) SLA provides that priority one (PTY 1) tickets will be resolved within 5 hours or less in the European and Asia Pacific countries listed above and within 4 hours or less within the United States, Canada and Mexico. PTY 1 Tickets are categorized as a "hard outage" where there is complete loss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Verizon VoIP. "Time to Repair" is defined as time taken to restore VoIP Service during a Hard Outage based on trouble ticket time. The TTR SLA is not applicable to sites that do not use Verizon Internet Dedicated or Verizon Private IP service.
- 1.7 **Provisioning Interval SLA**

**Provisioning Interval Scope.** The Provisioning Interval SLA requires that the ordered VoIP services are ready for use within 20 calendar days of the date of the submission of the order to Verizon's provisioning group except for South Korea and Mexico.

**Provisioning Interval SLA Exclusions.** In addition to the General Exclusions, the Provisioning Interval SLA does not include any period of time arising out of or associated with the following:

- Delays in provisioning related to Customer actions, moves or scheduling difficulties
- Delays attributed to the provisioning of other services when ordered together with VoIP
- Delays resulting from changes to a previously accepted order for Service from Customer, its agents or vendors
- Any delays resulting from unavailability of Customer's premises, equipment, or facilities required to provision the Service
- Delays attributed to extending the Local Access demarcation point
- Delays resulting from inaccurate or incorrect order information
- Delays resulting from an order suspension due to credit issues involving Customer
- Service changes (Move, add, change activity)
- Porting of telephone numbers to Verizon

Any periods of delay attributable to the reasons above will be deducted from the provisioning interval time period.

## 2. Exclusions and Limitations to SLA Applicability.

2.1 **General Exclusions.** The following exclusions apply to all VoIP Service SLAs:

- Force Majeure Events; and
- Verizon network maintenance.

2.2 **VoIP Network Availability and TTR SLA Exclusions.** In addition to the General Exclusions, the VoIP Network Availability SLA and Time to Repair SLAs do not include time related to unavailability or outages resulting from:

- Customer-ordered third-party circuits;
- Inappropriate VoIP Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
- Customer premise equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, router/modem and/or analog/ethernet adapter;
- Acts or omissions of Customer or its users, or any use or user of the VoIP Service that is authorized by or enabled through Customer but outside the scope of Customer's VoIP Service; and
- "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and VoIP Service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify VoIP Service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the PTT or Local Exchange Carrier (LEC) for periods where the PTT's or LEC's maintenance support is not available.

Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days written notice of termination during the 30 days following posting of such amendment.