



## Virtual Contact Center Service Level Agreement

This Service Level Agreement describes the service levels (individually, an “SLA” or collectively, the “SLA”) applicable to Verizon’s provision of Virtual Contact Center pursuant to the Agreement executed by Verizon and Customer.

1. **Availability.** “Availability” is measured using the following formula:

$$\text{Availability} = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime}}$$

Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes (30 x 24 x 60 = 43,200).

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks.

## 2. **Performance SLA**

2.1 **Uptime.** Verizon will deliver 99.99% of Uptime per month for Components of Service, which are those specific Virtual Contact Center features required for contact delivery included in and used by a Customer end-user (“End User”) with Virtual Contact Center pursuant to the Agreement, excluding Long Distance and local loops, and are listed below in Section 2.2. If Verizon exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and Verizon’s verification of the trouble ticket and the Downtime, Verizon will issue a credit to Customer.

2.2 **Components.** Virtual Contact Center components covered by this SLA include:

- inTouch Reporting
- dbConnector
- Core system (the ability to deliver a contact) and
- Agent station/interface.

## 2.3 **Credits**

2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, Verizon will credit the Customer 1/30th of the monthly recurring charges (“MRC”) associated with the claiming End User. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all Virtual Contact Center service billed to Customer in the month for which an SLA claim is made.

2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:

- End User’s equipment, software, facility, databases, or operator error;
- An interruption in End User’s connection to the Internet;
- An interruption in End User’s telephony or voice service, local or long distance;
- Maintenance of Component software;
- Force Majeure events as defined in the Agreement.



2.3.3 Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:

- The Customer's name and business unit ID;
- Date(s) and approximate beginning/ending time of the outage; and
- The Virtual Contact Center component(s) affected by the outage.

2.3.4 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

### 3. Maintenance SLA

~~3.1~~ ~~3.1~~ **Software.** For any software maintenance event for which Customer has provided Verizon notification ~~of and that results in an~~ end user impact ~~and such impact is verified by Verizon~~, ~~Customer will pay Verizon will credit Customer a~~ 5% ~~penalty~~ for MRC charges associated with that end user. The maximum credit issued in any monthly billing period will not exceed 100% of the aggregate amount of the MRC for VCC services billed in that month. The MRC for each VCC service is the portion of the aggregate VCC service billing in each monthly billing period attributable to that VCC service. No Credit will be issued for outages that are during the scheduled maintenance window.

~~3.2~~ ~~3.2~~ **Components.** Virtual Contact Center components covered by this Maintenance SLA include:

- ~~3.2.1.1~~ Core system (the ability to deliver a contact) and
- ~~3.2.1.2~~ Agent station/interface

~~3.3~~ ~~3.3~~ **Credits.** Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the component outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:

- ~~3.2.1.3~~ The Customer's name and business unit ID,
- ~~3.2.1.4~~ Date(s) and approximate beginning / ending time of the outage and
- ~~3.2.1.5~~ The Component(s) affected by the outage.

3.3.1 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.