



End User Experience Monitoring Service Level Agreement

1. **Summary.** The End User Experience Monitoring SLA covers all regions where End User Experience Monitoring is provided. The End User Experience Monitoring SLA provides a service level standard (Service Level Standard) for the platform availability. Customer qualifies for credits when the Service Level Standard for Application Platform Availability is not met. The End User Experience Monitoring SLA covers the components of End User Experience Monitoring only.

2. End User Experience Monitoring Platform Availability

2.1 **Definition.** Platform Availability is the percentage of time in a calendar month that Customer was not subject to an Outage. An Outage means the End User Experience Monitoring platform is not available for Customer to log-on and use in accordance with the terms and conditions set forth herein, 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.

2.2 **Service Level Standard.** The Service Level Standard for Application Platform Availability is 98%.

2.3 **Calculation.** The percentage of monthly Platform Availability is calculated as follows:

- Determine total Outage minutes for month.
- Determine total available minutes in month (number of days in month x 24 hours x 60 minutes).
- Compute the total Outage percentage for the month (divide total Outage by total minutes available).
- Subtract total Outage from 100%.

3. Credit Amounts and Application Process

3.1 **Credit.** Customer is eligible for a credit, as indicated in the table below, for any month in which Verizon does not meet the Application Platform Availability Service Level Standard.

Platform Availability Credit Schedule	
Percentage per Calculation defined above	Credit (Percentage of MRC)
97.0 to 98.00%	5%
95.0% to 96.99	10%
93.0% to 94.99%	15%
90.0% to 92.99%	20%
Less than 90%	25%

3.2 **Maximum Credit.** The total of all credits for Platform Availability within any 1 calendar month is limited to a maximum of 100% of the MRC for End User Experience Monitoring.

- The Outage time and ticket for any Outage will be attributed to the calendar month(s) in which the Outage occurred.
- 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 non-compliant Application Platform Availability.



3.3 **Process for Customer to Apply for SLA Credits.** Customer must complete 2 steps in order to have an Outage qualify for an SLA credit: (1) open a trouble ticket within 72 hours of the Outage, and (2) request a credit.

3.3.1 **Opening a Trouble Ticket.** A trouble ticket can be opened either through the Global Support Service Center or through the web-based tool entitled 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://enterprisecenter.verizon.com/>.

3.3.2 **Submitting an SLA Credit Request.** The request for an SLA credit must be submitted in writing from Customer to its Verizon account team within 15 days of opening the trouble ticket. This communication can be made via email or by fax. The written request must contain the following information:

- The date the Outage occurred.
- The time the Outage began and ended.
- Identification of the billing ID.

The Verizon account team receiving the SLA credit request will confirm receipt with Customer by either email or fax. Verizon will then investigate the reported Outage through the trouble ticket history and notify Customer of the outcome of the investigation either by email or fax.

4. **Recurring Non-Compliance.** Customer's options regarding 3 consecutive months in which End User Experience Monitoring is non-compliant with this SLA are as follows:

- Customer may elect to continue End User Experience Monitoring, however, Customer can only receive a maximum of 6 months of credits for any particular SLA non-compliance within a 12-month period, regardless of the number of devices, operating systems, applications or end users.
- Customer may elect to discontinue all End User Experience Monitoring without liability except for charges incurred prior to discontinuation of End User Experience Monitoring. To cancel End User Experience Monitoring, 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 SLA non-compliance.

5. **Exclusions.** This SLA does not apply prior to initiation of End User Experience Monitoring. Also, this SLA does not apply to End User Experience Monitoring provided pursuant to any promotional offerings. 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.