verizon

ON SITE 5G + SERVICE LEVEL AGREEMENT

1. **Overview.** On Site 5G + (On Site 5G) is a fully managed solution operating on Customer's privately licensed LTE or 5G spectrum. This Service Level Agreement (SLA) sets forth Customer's sole remedies for any claim relating to the performance of On Site 5G. Capitalized terms not defined in Section 10 "Definitions" are defined in the Agreement. This SLA is incorporated into, and forms part of, the Agreement for the provision of On Site 5G as set out in the relevant Order and applicable Master Terms. This SLA will apply for the duration of the Service Commitment. This SLA shall only apply to On Site 5G when Customer has purchased a redundant core.

2. **Regional Qualifications**

2.1 **Contracts under German and Austrian Law.** The following paragraph is solely applicable to 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 On Site 5G (Beschaffenheitsvereinbarungen) 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.

3. **Parameters**

3.1 **Location.** This SLA applies to the countries below:

Europe	Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Norway, Spain, Sweden, United Kingdom

3.2 **Available Service Levels and Metrics**

Service Level Agreement or Objective	Severity Level and Metric
Proactive Outage Notification SLA	P1: 30 minutes
Initial Time to Respond (ITTR) SLA	P1: 1 hour P2: 4 hours P3: 12 hours
Time to Repair (TTR) SLA	P1: 5 hours P2: 10 hours P3: 50 hours
Standard Change Requests Service Level Objective (SLO)	P4: 48 hours, or as scheduled with Customer

3.3 **Severity Levels**

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Severity Level	Description
P1: Critical impact - Service is unavailable in production	• The LTE or 5G network infrastructure is unavailable in production (e.g. edge cloud is down, no radio coverage, no connection to network, etc.) • Applications having a significant amount of errors affecting end-users due to LTE or 5G network connectivity problems • Business impact is critical (e.g. revenue loss, potential data integrity issue, etc.)
P2: High impact - service use is severely impaired	• The LTE or 5G network infrastructure is degraded in production (e.g. no portal connectivity, part of radios down, major data throughput issues, etc.) • Applications having noticeable rate of user-facing errors or difficulties getting connected to the network. Business impact is moderate (e.g., danger of revenue loss, productivity decrease, etc.)
P3: Medium impact - service use is partially impaired	• The LTE or 5G network connectivity issue is limited in scope and/or severity • The issue has moderate end-user visible impact, and/or some users face errors in connecting to network • Business impact is low (e.g. minor business process effects, etc.) • Case requires more in-depth investigation and troubleshooting and less frequent interactions
P4: No/Low impact - service use is fully usable	• Service request or inquiry • Little to no business or technical network impact • Recommended for consultative cases where in-depth investigation, troubleshooting, or consultancy is required

4. **Proactive Outage Notification SLA.** The Proactive Outage Notification SLA provides credits if Verizon fails to notify Customer (via email, phone, or other electronic means) of a P1 service unavailable event within the SLA timeframe. Verizon has thirty (30) minutes to notify Customer's primary point of contact from the opening of a P1 Trouble Ticket (the Notification Period).

4.1 **Calculation**. The Proactive Outage Notification Period starts when the P1 Trouble Ticket is opened and concludes when Verizon has supplied the notification to Customer. Verizon is in compliance with the Proactive Outage Notification SLA if the Customer opens a Trouble Ticket or contacts Verizon within the Notification Period.

Proactive Outage Notification Period (minutes) = Duration of Trouble Ticket from opening to Customer notification.

4.2 **Credit structure calculation and amounts.** Customer is eligible to receive a credit equal to 5% of the On Site 5G MRC for each Managed Device affected during a P1 event for which there was not proper notification.

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Proactive Outage Notification Period	Credit
<= 30 minutes	0%
> 30 minutes	5%

For example, if the Managed Device MRC is $1000 per month and the Customer was not proactively notified of a P1 Trouble Ticket affecting 1 Managed Device after more than 30 minutes has elapsed, the resulting credit would be 5% of $1000 = $50.

5. **Initial Time to Respond (ITTR) SLA.** The Initial Time to Respond (ITTR) SLA is based on the time to provide an initial investigation and diagnosis response to a Trouble Ticket opened. Depending upon the severity level, Verizon will respond to Customer's designated point of contact with an initial response within one, four or twelve (1, 4 or 12) hours for P1, P2 or P3 events, respectively. Credits are applicable if Verizon fails to respond to P1 Trouble Tickets within one (1) hour, or P2 Trouble Tickets within four (4) hours.

5.1 **Calculation.** The ITTR time starts when a P1 or P2 Trouble Ticket is opened and concludes when the initial response is supplied. Verizon is in compliance with the ITTR SLA if Verizon provides the initial status response within the SLA period.

Initial Time to Respond (hours) = Duration of P1 or P2 Trouble Ticket from opening to initial response.

5.2 **Credit structure calculation and amounts**. Customer is eligible to receive a credit equal to 5% of the On Site 5G MRC for each Managed Device affected during a P1 or P2 Trouble Ticket for which an initial response was not provided to Customer within the SLA timeframe.

Initial Time to Respond Period	Credit
P1: <=1 hour	0%
P2: <= 4 hours	
P3: > 12 hours	
P1: > 1 hour	5%
P2: > 4 hours	

For example, if the MRC per Managed Device is $1000 per month, and the response time for the P1 Trouble Ticket affecting 2 Managed Devices was one hour and twenty minutes (1:20), the resulting credit would be 5% of 2 x $1000 = $100.

6. **Time to Repair (TTR) SLA.** The Time to Repair (TTR) SLA is based on the time to restore network operation to normal levels. Depending upon the severity level, Verizon will resolve P1, P2 or P3 Trouble Tickets within five, ten or fifty (5, 10 or 50) hours. Credits are applicable if Verizon fails to repair P1 Trouble Tickets within five (5) hours, or P2 Trouble Tickets within ten (10) hours.

6.1 **Calculation.** The TTR time is based on the Trouble Ticket impacted time per Managed Device for each P1 or P2 event. TTR starts when a Trouble Ticket is opened and concludes when the Trouble Ticket is resolved.

Managed Device Time to Repair (hours) = Length of Trouble Ticket resolution per Managed Device per Outage incident.

6.2 **Credit structure calculation and amounts.** Customer is eligible to receive a credit equal to 5% of the On Site 5G MRC for each Managed Device affected during a P1 or P2 Trouble Ticket for which resolution was not provided to Customer within the SLA timeframe.

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Time To Repair Period	Credit
P1: <= 5 hours	0%
P2: <= 10 hours	
P3: > 50 hours	
P1: > 5 hours	5%
P2: > 10 hours	

For example, if the MRC per Managed Device is $1000 per month, and the resolution time for the P1 Trouble Ticket affecting 1 Managed Device was five hours and thirty minutes (5:30), the resulting credit would be 5% of $1000 = $50.

7. **Standard Change Request SLO**. The Standard Change Request SLO is based on the time to complete standard changes. Verizon will open a P4 Ticket and be in compliance if the P4 Ticket is closed within forty-eight (48) hours or as scheduled with Customer. Emergency changes must be requested by submission of a P1 Ticket.

Standard change requests that are part of normal support work are included in the MRC:

- creation of user accounts and changing user roles
- generating and resetting passwords
- deploying software and license updates
- changing of Managed Devices parameters
- unlocking/locking cells
- downloading/uploading of configuration files to Managed Devices
- changing IP addresses
- adding/updating hardware data to the inventory
- provisioning of additional Managed Devices to the network

7.1 **Calculation**. The standard change request time starts when a P4 Ticket is raised and concludes when the request is satisfied and the Ticket is resolved.

Standard Change Request Resolution (hours) = Duration of P4 Ticket from opening to resolution.

7.2 **Credit Structure calculation and amounts.** The Standard Change Request SLO has no associated credit.

8. **Credit Application Process**

8.1 **Credit Terms**. Credits are calculated on a monthly basis, and are not cumulative month-to-month. If an SLA issue crosses months, the “triggering event” for purposes of credit will be deemed to have occurred in the month in which the SLA non-compliance occurs. Verizon’s data and calculations will be used to determine if an SLA has been missed and a credit is due. Verizon will issue a credit within 90 days of determining a credit is due. The maximum credit within any one month for all SLA non-compliances within that month is fifteen percent (15%) of the total MRC for all Managed Devices. Credits for any SLA event expire one (1) calendar year after the date that Customer would be eligible to receive a credit for such SLA event. Except with respect to contracts under German or Austrian law, credits made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer for any failure to meet an SLA.

8.2 **Application Process for Credits**

8.2.1 **Opening a Trouble Ticket.** To be eligible to qualify for an SLA credit, there must be a corresponding P1 and/or P2 Trouble Ticket in the Verizon system that is related directly to the applicable credit.

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8.2.2 **Submitting a Credit Request for Proactive Outage Notification, ITTR, and TTR SLA's.** Customer must request a credit in writing (e-mail) to the Verizon Account Team within thirty (30) days of the P1 and/or P2 event with the following information:
- Type of SLA being claimed
- Trouble Ticket number for each Site and P1 and/or P2 event

8.3 **Enduring SLA Non-Compliance.** If an SLA is non-compliant for three consecutive months, Customer may elect to:
- Continue On Site 5G with a limit of six months of credits for any individual SLA within a 12-month period; then, if the non-compliance continues:
- Discontinue On Site 5G without liability except for charges incurred prior to discontinuation of the service. Customer must submit a written termination notice to its Verizon Account Team within 30 days following the end of 12 month non-compliance period.

9. **General Exclusions.** No credit will be payable pursuant to this SLA to the extent an SLA is not met due to:
- Any act or omission on the part of Customer, its contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control.
- Because of a Force Majeure event, as defined in the Agreement.
- Because of scheduled maintenance by Customer or entities under Customer's direction or control.
- Because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- Because of the amount of time delays due to Customer Time, defined below.
- Due to performance-affecting issues related to or resulting from (but not limited to): rogue network devices, viruses, worms, misconfigured unmanaged network devices attached to the On Site 5G being managed, or other events/devices beyond the scope of service or control of Verizon.
- Remote management being unavailable due to management TCP connection being less than a minimum 10 Mbit/s link speed with a sustainable throughput of 1 Mbit/s, with round trip delay (RTD) kept less than 100 ms to the regional cloud.
- Facility or Customer Network changes that negatively effects On Site 5G (e.g. physical changes to Customer facilities, new or changes to fabric of buildings, machinery, structured cabling, changes to wireless enabled customer devices and available spectrum, etc.) until a Customer Site survey has been done and any necessary adjustments are completed, each at Customer's expense.

10. **Specific Exclusions.** The credits payable pursuant to this SLA only cover issues with the On Site 5G, including, but not limited to, ITTR and TTR, that Verizon can address remotely. Customer shall not be eligible for credits for any issues with On Site 5G that requires Verizon to respond to or repair the issue at Customer's Site. For such issues, Verizon will in good faith communicate the time that a technician can be at Customer's Site to respond to and repair such issues based on the initial remote incident assessment and the parties will mutually agree on the timing for the response and repair.

11. **Definitions**

Terms	Definition
Customer Time	Time attributable to or caused by one or more of the following: • Incorrect or incomplete information provided by Customer. • Verizon, or Verizon's maintenance provider, being denied access to network components at the Customer site when access is required. • Unavailability or failure of Customer infrastructure, equipment or services that the Customer provides. • Failure or refusal to release affected Managed Device(s) for testing.

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	• Customer unavailability where needed to agreed resolution or close a Ticket or Trouble Ticket.
Managed Device	Any On Site 5G equipment managed by Verizon pursuant to the provision of the service.
Severity Levels	The impact categorization of Tickets and Trouble Tickets by which disruptions and requests are ranked and prioritized by Verizon.
Site	A Customer's location which the services are provided which includes Managed Devices.
Ticket	A ticket record opened within Verizon's systems for either a standard change request or inquiry with On Site 5G.
Trouble Ticket	A ticket record opened within Verizon's systems of either a perceived Outage or degradation in the service.

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