

# SESSION BORDER CONTROLLER AS A SERVICE SERVICE LEVEL AGREEMENT (SLA)

 Overview. This SLA provides performance metrics and provisions for Session Border Controller as a Service (SBCaaS). This SLA is provided to Customers implementing a Verizon-approved SBCaaS architecture. Capitalized terms that are not defined herein are defined in Customer's SBCaaS Service Attachment.

## 2. SBCaaS Service Level Metrics

Table 2 SBCaaS SLA Metrics

SLA Parameter	Measurement	Metric
Availability	Session Border Controller instance	100%
ITIMA IN RAPAIR (TIR)	Restoration of Customer's instance of a SBCaaS Outage	90 Minutes
Proactive Outage Notification	Notification Time	15 Minutes

#### 3. SBCaaS SLAs Defined

- 3.1 <u>Availability</u>. Availability is the amount of time the Session Border Controller Application is operating properly within a given month. SBCaaS is deemed "Available" if no Outage has occurred affecting the Customer which resulted in a Trouble Ticket being opened.
- 3.1.1 **Calculation.** Availability is the percentage of time that SBCaaS is available per Customer (i.e., not experiencing an Outage) within a given Billing Month, as based upon recorded Outage time in associated Trouble Ticket(s).

Availability (%) = 
$$\frac{\text{Available Minutes per Billing Month}}{\text{Number of days in Billing Month x 24 hrs. x 60 min}}$$
) x 100

3.1.2 Credit Structure and Amounts. For each month that Availability percentage for SBCaaS falls within a tier associated with a credit amount in the table below, Customer will be eligible for the related credit percentage of the MRC.

Table 3.1.2 Application Availability Matrix

Availability %		Credit (% of MRC)
From	To	
<100%	99.00%	10%
98.99%	97.00%	15%
96.99%	95.00%	25%
94.99%	93.00%	35%
92.99%	90.00%	50%
Less than 90.00%		100%

3.1.3 Exclusions. In addition to the General Exclusions set forth in Section 5 below, services installed



for less than one full calendar month are excluded from the Application Availability SLA.

- 3.2 <u>Time to Repair (TTR)</u>. TTR is the time it takes to close a Trouble Ticket for an Outage of SBCaaS.
- 3.2.1 **Calculation.** The TTR time starts when a Trouble Ticket is opened by Verizon or Customer for an Outage and concludes when the Trouble Ticket is closed or following the resolution of the Outage.
- 3.2.2 Credit Structure and Amounts. For each month in which the TTR for an Outage incident for an application falls within a tier associated with a credit amount in the table below, Customer will be eligible for the related credit percentage of the SBCaaS MRC. For example, if SBCaaS incurred an Outage, the credit would be based on SBCaaS for the applicable month, times the MRC, times the credit percentage related to the Outage repair time.

Time to Repair		
Outage Repair Time (Per incident)		Credit (% of MRC)
0:90:00	3:59:59	5%
4:00:00	5:59:59	10%
6 Hours Plus		15%

Table 3.2.2 Time to Repair (Applies to Each Application)

- 3.2.3 **Exclusions.** In addition to the General Exclusions set forth in Section 5 below, a TTR time period for an incident does not include time for Trouble Tickets associated with networks or other non-SBCaaS services (e.g., PSTN or SIP Trunking services).
- 3.3 <u>Proactive Outage Notification</u>. Proactive Outage Notification will be provided to Customers' designated point of contact within 15 minutes from the start point of the Notification Period, as defined below. Verizon will provide a Trouble Ticket number and initial status.
- 3.3.1 **Calculation.** The "Notification Period" begins with the opening of a Trouble Ticket for an Outage and ends when Verizon has sent the message to Customer's designated point of contact.
- 3.3.2 Credit Structure and Amounts. Customer is eligible to receive a credit equal to ten percent (10%) of the MRC for each SBCaaS application which had an Outage and Customer was not properly notified.
- 3.3.3 **Exclusions.** In addition to the General Exclusions set forth in Section 5 below, time delays resulting from the unavailability of the Customer's designated point of contact due to incorrect contact information or other cause are excluded from the Proactive Outage Notification SLA.

### 4. Credit Application Process

4.1 <u>SLA Application Structure</u>. Credits are not cumulative month to month. If the SLA issue exceeds 30 days, the SLA metric will restart for each consecutive month. The total credit percentage that will be applied against the total MRC for the SBCaaS Service for all failures to meet the SLAs within a month will not exceed 100% of total MRC for the SBCaaS Service for the affected month. Verizon's data and calculations will be used to determine if an SLA has been missed and whether a credit is due. Verizon will issue a credit within 90 days of Customer's request if it determines that a credit is due.



- 4.2 <u>SLA Credit Application Process</u>. Customer completes two steps in order to have an Outage qualify for an SLA credit. First a Trouble Ticket needs to be opened in response to SBCaaS issues at the time of the issue. Second, a written request for credit must be made by Customer to the Customer's account team contact.
- 4.2.1 **Opening a Trouble Ticket.** For the Availability, TTR, and Proactive Outage Notification SLAs, an Outage Trouble Ticket must be opened, either by Verizon or Customer. A Trouble Ticket records the Outage.
- 4.2.2 Submitting a Service Level Agreement Credit Request
- 4.2.2.1 Availability, Time to Repair, and Proactive Outage Notification SLA. Customer must make a request in writing (e-mail or fax) to the Verizon Account Team for a credit within 15 days of the end of the month for which an SLA credit is due with the following information:
  - The date the Outage occurred.
  - Trouble Ticket number for each Outage.
- 4.3 <u>Service Level Agreement Credit Time Limitation</u>. If Verizon has failed to meet the same SLA for 3 consecutive months, Customer may elect to:
  - Continue the SBCaaS Service with a limit of 6 months of credits for any individual SLA within a twelve-month period.
  - Discontinue SBCaaS without liability except for charges incurred prior to discontinuation. Customer must submit a written disconnect notice to their Verizon Account Team within 30 days following the end of either the third or subsequent consecutive month of Verizon's failure to meet the SLA.
- 5. **General Exclusions.** The following exclusions apply to all SBCaaS SLAs:
  - No SLA will be deemed missed due to any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control, including without limitation.
  - No SLA will be deemed missed due to Force Majeure, as defined in the Agreement.
  - SLA time will be suspended for scheduled maintenance by Customer or entities under Customer's direction or control.
  - SLAs are only available for SBCaaS designs approved by Verizon.
  - SLA time will be suspended for scheduled maintenance by Verizon within Verizon's maintenance windows.
  - No SLA will be deemed missed due to lapses of SBCaaS before the SBCaaS is up and billable.
  - SLA time will be suspended for the amount of time delays due to Customer Time.
  - No SLA will be deemed missed due Trouble Tickets associated with any act or omission of any third party.
  - No SLA will be deemed missed due to changes to the recommended network or server configuration, trunking or dial plans, or TPUC without Verizon's prior agreement.
  - No SLA will be deemed missed due to network or network access outage.
  - No SLA will be deemed missed due to performance impacting issues related to or resulting from (but not limited to) rogue network devices, viruses, worms, miss-configured unmanaged network devices or other impacting events/devices beyond the scope and control of Verizon.

## 6. Terms and Definitions



Terms and Definitions	Definition	
Billing Month	The period of time used for the monthly invoice. This is usually a minimum of 30 days but starts after the first of any month.	
Customer Time	<ul> <li>Time attributable to or caused by one or more of the following:</li> <li>Incorrect or incomplete information provided by Customer;</li> <li>Verizon or the Verizon approved maintenance provider being denied access to service components when access is required; or</li> <li>Failure or refusal to release service components for testing; or</li> <li>Customer unavailability where needed to close a Trouble Ticket.</li> </ul>	
MRC	The aggregate Monthly Recurring Charge for all SBCaaS instances to which Customer has subscribed.	
NOC	Verizon's Network Operations Center	
Outage(s)	When SBCaaS is not operational within the SBCaaS data centers such that a Customer end user does not have the ability to utilize the primary function of the SBCaaS. Loss of individual features not detrimentally affecting the primary function of a SBCaaS application does not constitute an Outage. Additionally, when the SBCaaS application fails over to a redundant data center resulting in application functionality being restored is the end of an Outage event, even if the Trouble Ticket remains open to continue repairs, or remains open in a Customer Time or maintenance time status.	
SBCaaS	Session Border Controller as a Service	
Trouble Ticket	A ticket opened within Verizon's NOC from an internal Verizon report or a report by a Customer to Verizon of either perceived Outage or SBCaaS Service degradation.	