

Secure Hybrid Network (SHyN) Service Level Agreement

1. SERVICE LEVEL STANDARDS

1.1 Overview. Verizon offers the Secure Hybrid Network service level agreement (SLA) as described herein to the Secure Hybrid Network Customers. The SLA applies from the Service Activation Date for the duration of the Service Commitment. Upon Customer's request, Verizon will review any SLA non-compliance and make specified financial compensation if applicable.

The Secure Hybrid Network SLA guarantees PoP availability. Other related services are governed by their own SLAs, to the extent applicable.

- Broadband Access is a best effort service.
- For traffic over the Private IP (PIP) backbone, the PIP SLA will apply.
- For CPE Management, the <u>MWAN SLA</u> will apply
- WAN Analysis reporting is covered in the WAN Analysis reporting SLA

Secure Hybrid Network Service SLA offers the following SLA:

	Site Availability
SLA	Υ

Figure 1: SLA

1.2 Availability of Covered Sites.

- 1.2.1 POP Site Availability Scope. Verizon's POP Site Availability Service Level Standard provides that the Secure Hybrid Network Service (as defined in the applicable Agreement) will be available 100% of the time. A Secure Hybrid Network PoP has two essential pieces of equipment: a router and a firewall. The Secure Hybrid Network POP Availability covers all traffic in between (i) the Secure Hybrid Network Provider Edge and (ii) the router directing traffic to its next destination, either on the Private IP backbone or on the public Internet.
- 1.2.2 **POP Site Unavailability.** "POP Site Unavailability" consists of the number of minutes that the Secure Hybrid Network POP Site was not available to Customer, and includes unavailability associated with any maintenance at the Verizon data center where Customer's circuit is connected other than Scheduled Maintenance (defined above). Site Unavailability will not include any unavailability resulting from causes set out in the General Exclusions section above.
- 1.2.3 **POP Site Availability Measurement.** Availability is determined by computing the total number of Eligible Hard Outage Minutes per trouble tickets in a calendar month for a specific Customer Circuit divided by the total number of minutes based on a 30-day calendar month. Availability is calculated after a trouble ticket is opened with Verizon and represents the percentage of time that the Secure Hybrid Network Service is available within a given calendar month.
- 1.2.4 **Availability Remedy.** To receive credit for a failure to meet the POP Site Availability Service Level Standard, Customer must request such credit within 30 days from the date that the Secure Hybrid Network Service was unavailable. For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account shall be credited for the Verizon Secure Hybrid Network Port recurring charge according to the schedule below.



POP Site Availability %		MRC
From	То	
100%	99.9%	5%
99.9%	99.8%	10%
99.8%	99.5%	15%
99.5%	99.00%	25%
99.00%	98.50%	30%
98.50%	98.00%	40%
98.00%	0.00%	50%

Figure 2: POP Site availability metrics

- 1.3 **Geographical Location.** The Secure Hybrid Network SLA covers Service in all countries where Secure Hybrid Network is offered.
- 2. Claims. In order to make a valid claim for a credit, the Customer needs to: Report any fault that constitutes a failure to meet the Service Level Agreement (SLA) to Verizon by raising a trouble ticket within 72 hours of the fault; and make a claim in writing within 30 days from the time the trouble ticket is closed. The trouble ticket and credit claim can be submitted either through the Customer Service Center or through the webbased Verizon Enterprise Center (https://enterprisecenter.verizon.com/). Credits or equivalent payments made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer from any failure to meet a service level standard
- 2.1 **Maximum Credit.** The maximum credit payable in any month in relation to the Service shall be the MRC in respect thereof
- 2.2 **General Exclusions.** No Service Credits will be payable, if the failure to reach any Service Level Standard is due to:
 - CPE associated with the Service
 - Customer-provided access circuits
 - Verizon-provided broadband access to Customer's Secure Hybrid Network PoP
 - Customer's applications, equipment or facilities
 - Acts or omissions of Customer or user of the Secure Hybrid Network Service authorized by Customer, including any scheduled maintenance on the part of Customer, Customer contractors or Customer vendors
 - Scheduled maintenance on the part of Verizon
 - Acts or omissions on the part of any third party other than a local access provider over which Verizon exercises control
 - Periods of Service degradation, such as slow data transmission, where a Priority 1 trouble ticket has not been opened with Verizon and Customer has not released its Service for immediate testing. A



- "Priority 1 trouble ticket" means a total loss of Service or degraded Service to the extent that it is unusable by Customer and Customer is prepared to release its Service for immediate testing
- Customer inquiry for circuit monitoring purposes only
- Force Majeure Events
- 2.3 **"Scheduled Maintenance."** Shall mean any maintenance on the Verizon hub to which Customer's circuit is connected of which Customer is notified 7 days in advance. Notice of Scheduled Maintenance will be provided to the Customer's designated point of contact by a method elected by Verizon (e.g., email). Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by Verizon.