



# MANAGED WAN OPTIMIZATION SERVICES (WOS) SERVICE LEVEL AGREEMENT (SLA)

## 1. Overview

1.1 Terms and Definitions not defined in Appendix B below will have the same meaning as defined in the Agreement, Service Attachment or Service Order, as applicable.

1.2 For 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 Managed WOS Service (Beschaffensvereinbarungen) 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.

### 1.3 SLA and Service Objectives

The Managed WOS service levels (individually referred to as an SLA; collectively referred to as SLAs) are:

- Availability
- Time to Repair (TTR)
- Managed WOS Installation
- Proactive Outage Notification

The Managed WOS service objectives are:

- Change Management
- Managed WOS Physical TTR

## 2. SLA Description

### 2.1 Management Levels

The Managed WOS Management Level options available to the Customer are:

- Monitor and Notify
- Physical Management
- Full Management

Each Management Level has associated Service Levels as set out in this SLA.

### 2.2 Coverage Categories

The Service Levels vary by geographic location, maintenance provider and Management Level for the Managed Site.

#### 2.2.1 Geographic Location

The geographic locations covered under this SLA are divided into three regions:

1. U.S. – Contiguous 48 states and Hawaii

2. Global Tier A

Europe	Asia Pacific	Americas
Austria	Australia	Alaska
Belgium	Hong Kong	Canada
Denmark	China	Argentina
Finland	Japan	Brazil
France	Singapore	Chile
Germany	South Korea	Colombia
Ireland		Mexico
Italy		Panama



Luxembourg		Peru
Netherlands		Puerto Rico
Norway		Venezuela
Spain		
Sweden		
Switzerland		
United Kingdom		

3. Global Tier B – the countries where Verizon provides Managed WOS that are not in the U.S or Global Tier A.

2.2.2 Maintenance Provider. WAN Accelerator maintenance may be provided by one of two Verizon maintenance organizations (Verizon Data Maintenance – Network or Verizon Data Maintenance), by an Approved Maintenance Provider, or by a Verizon contracted 3rd party maintenance provider. For SLA metrics that vary by maintenance provider, Customer will get the same SLA for Verizon contracted 3rd party maintenance providers as for Verizon Data Maintenance – Network.

### 3. SLA Summary

Service Level Agreements by Location, Level of Managed WOS Service, Network Provider, and Maintenance Provider.

Table 3.1 Managed WOS Full Service Level Agreements

SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
Availability with Back-up WAN Accelerator and with: Out of Band (OOB) Access or Alternate Circuit or Backup Wireless	100%	100%	100%	100%
Availability without Back-up WAN Accelerator and with: OOB Access or Alternate Circuit or Backup Wireless	99.95%	99.95%	99.95%	99.95%
Availability without: Backup or OOB Access	99.5%	99.5%	99.0%	99.5%
Managed WOS Installation	45 Business Days (Hawaii excluded)	Not Available	Not Available	Not Available
TTR – Verizon Care with: OOB Access or Alternate Circuit or Backup Wireless	3.5 Hours	4 Hours	6 Hours	6 Hours
TTR – Approved Maintenance Provider with: OOB Access or Alternate Circuit or Backup Wireless	6 Hours	6 Hours	6 Hours	6 Hours
TTR without: Backup or OOB Access	16 Hours	16 Hours	16 Hours	16 Hours



SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
Proactive Outage Notification	15 Minutes	15 Minutes	15 Minutes	15 Minutes

Table 3.2 Managed WOS Physical Service Level Agreements

SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
Proactive Outage Notification	15 Minutes	15 Minutes	15 Minutes	15 Minutes

Table 3.3 Managed WOS Physical Service Level Objectives

SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
TTR – Verizon Care with: OOB Access or Alternate Circuit or Backup Wireless (Physical Issues Only)	3.5 Hours	4 Hours	6 Hours	6 Hours
TTR – Approved Maintenance Provider with: OOB Access or Alternate Circuit or Backup Wireless (Physical Issues Only)	6 Hours	6 Hours	6 Hours	6 Hours
TTR without: Back-up or OOB Access (Physical Issues Only)	16 Hours	16 Hours	16 Hours	16 Hours

Table 3.4 Managed WOS Monitor and Notify Service Level Agreements

SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
Proactive Outage Notification	15 Minutes	15 Minutes	15 Minutes	15 Minutes

#### 4. Service Levels and Service Objective Details

##### 4.1 Availability

The availability Service Level calculation is based on the total number of minutes in a calendar month at a Managed Site during which the WAN Accelerator is available to exchange data with the Managed WAN router, divided by the total number of minutes in that month.

The availability Service Level credit is further based the Managed Site design as set out below:

- Without backup – Measures the Managed Site availability for WAN Accelerators that have no redundant WAN Accelerator deployed and configured. If no backup WAN Accelerator exists, Managed WOS will be deemed unavailable if the WAN Accelerator is unavailable.
- With backup WAN Accelerator– One or more redundant WAN Accelerators have been deployed. If a backup WAN Accelerator exists, Managed WOS will be deemed unavailable only if both the primary WAN Accelerator and the back-up WAN Accelerator are unavailable.
- This Service Level is only available with the Full Management.

##### 4.1.1 Calculation

Availability is the percentage of time that a WAN Accelerator is available within a given calendar month at a Managed Site. Availability only applies to Hard Outages.

$$\text{Monthly WAN Accelerator Availability (\%)} =$$



$$1 - \left( \frac{\text{Total minutes of Hard Outage per month}}{\# \text{ days in month} \times 24 \text{ hours} \times 60 \text{ min}} \right) \times 100\%$$

#### 4.1.2 Credit Structure and Amounts

Customers will be credited for a percentage of the Managed WOS monthly recurring charges for the affected Managed Site as shown below.

TABLE 4.1.2.1 AVAILABILITY WITH BACKUP WAN ACCELERATOR AND WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO SITE LEVEL PERFORMANCE).

Managed Availability		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
From	To				
100%	99.90%	10%	10%	10%	10%
99.89%	99.50%	15%	15%	15%	15%
99.49%	99.00%	20%	20%	20%	20%
98.99%	98.00%	30%	30%	30%	30%
97.99%	97.00%	50%	50%	50%	50%
Less than 97.00%		100.0%	100.0%	100.0%	100.0%

TABLE 4.1.2.2 AVAILABILITY WITHOUT BACKUP WAN ACCELERATOR AND WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO SITE LEVEL PERFORMANCE).

Managed Availability		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
From	To				
100%	99.95%	N/A	N/A	N/A	N/A
99.94%	99.90%	5%	5%	5%	5%
99.89%	99.00%	10%	10%	10%	10%
98.99%	98.00%	15%	15%	15%	15%
97.99%	96.00%	25%	25%	25%	25%
95.99%	94.00%	50%	50%	50%	50%
Less than 94.00%		100.0%	100.0%	100.0%	100.0%

TABLE 4.1.2.3 AVAILABILITY WITHOUT: BACKUP OR OOB ACCESS (APPLIES TO SITE LEVEL PERFORMANCE).

Managed Availability		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
From	To				
100%	99.50%	N/A	N/A	N/A	N/A
99.49%	99.00%	10%	5%	N/A	5%
98.99%	97.00%	15%	15%	10%	15%
96.99%	95.00%	25%	20%	15%	20%
94.99%	93.00%	35%	25%	20%	25%
92.99%	90.00%	50%	30%	25%	30%
Less than 90.0%		100.0%	100.0%	100.0%	100.0%

#### 4.1.3 Exclusions

In addition to the general exclusions found in Appendix A, the following exclusions apply to the Availability Service Level:

1. Periods of unavailability for which no Trouble Ticket was opened.
2. WAN Accelerators installed for less than one full calendar month.



3. WAN Accelerators not under 24 x 7 maintenance coverage with a 4 hour response time with Verizon or a Verizon approved Maintenance Provider.
4. Managed Sites under Monitor and Notify or Physical Management Level.

#### 4.2 Time to Repair (TTR) Service Level

TTR is the time to resolve a Hard Outage Trouble Ticket at a Managed Site.

##### 4.2.1 Calculation

Customer's TTR will be based on the Hard Outage time per Managed Site for each outage event. The TTR time starts when a Trouble Ticket is opened after a Hard Outage by Verizon or the Customer, and concludes when the Trouble Ticket is closed.

WAN Accelerator Time To Repair (Hrs.) =

Length of Trouble Ticket resolution for Hard Outage per Managed WAN Accelerator per outage

##### 4.2.2 Credit Structure and Amounts

Customer will be credited for a percentage of the monthly recurring charges for the affected Managed Site as shown below.

TABLE 4.2.2.1 TIME TO REPAIR – VERIZON CARE WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO EACH MANAGED DEVICE AT A SITE)

Outage Repair Time (Per incident)		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
3:30:00	3:59:59	5%	N/A	N/A	N/A
4:00:00	3:59:59	5%	5%	N/A	N/A
6 Hours Plus		5%	5%	5%	5%

TABLE 4.2.2.2 TIME TO REPAIR – APPROVED MAINTENANCE PROVIDER WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO EACH MANAGED DEVICE AT A SITE)

Outage Repair Time (Per incident)		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
6 Hours Plus		5%	5%	5%	5%

TABLE 4.2.2.3 TIME TO REPAIR WITHOUT: BACKUP OR OOB ACCESS (APPLIES TO EACH MANAGED DEVICE AT A SITE)

Outage Repair Time (Per incident)		U.S.	Global Tier A	Global Tier B	Third Party Provided In Band Access
16 Hours Plus		5%	5%	5%	5%

##### 4.2.3 Exclusions

In addition to the general exclusions found in Appendix A, the following exclusions apply to the TTR Service Level:

1. WAN Accelerators not under 24 x 7 maintenance coverage with a 4 hour response time with Verizon or an Approved Maintenance Provider.

#### 4.3 Installation Service Level

The Managed WOS Installation Service Level is defined as the period of time to install Managed WOS at a Managed Site.

##### 4.3.1 Calculation

The Installation Service Level time period starts on the date (Start Date) the Managed WOS order for service is approved in the Verizon Enterprise Center portal (VEC) for a specific Managed Site and ends the date the Managed WOS service is ready for service and billable at that Managed Site.

#### 4.3.2 Credit Structure and Amounts

Customer will receive a 50% refund of the Managed WOS installation non-recurring charge for a Managed Site if Verizon fails to install Managed WOS within 45 business days from the Start Date for that Managed Site.

#### 4.3.3 Exclusions

In addition to the general exclusions found in Appendix A, the following exclusions apply to the Managed WOS Installation Service Level:

1. Service orders expedited by Customer;
2. Installations outside of the 48 contiguous United States or Circuits terminating outside of the 48 contiguous United States;
3. Delays resulting from an order suspension due to Customer credit issues;
4. Managed Sites where a Circuit is not connected and available.

#### 4.4 Proactive Outage Notification Service Level

The proactive outage notification Service Level provides credits if Verizon fails to notify Customer of a Hard Outage by electronic means (e.g., pager or e-mail).

##### 4.4.1 Calculation

The Notification Period begins with opening of a Trouble Ticket for a Hard Outage. From the opening of a Trouble Ticket for a Hard Outage, Verizon has 15 minutes (Notification Period) to notify Customer's primary point of contact. Verizon is in compliance with the Proactive Outage Notification Service Level if Customer opens the Trouble Ticket or contacts Verizon within the Notification Period. Verizon will provide the Trouble Ticket number and an initial status.

##### 4.4.2 Credit Structure and Amounts

Customer will receive a credit equal to 10% of the monthly recurring charge for Managed WOS for each instance where Customer was not notified within the Notification Period as provided herein.

##### 4.4.3 Exclusions

In addition to the general exclusions found in Appendix A, the following exclusions apply to the Proactive Outage Notification Service Level:

1. Events that affect multiple customers including, without limitation, cable or fiber cuts.
2. Customer point of contact unavailability for any reason including because of incorrect contact information. It is Customer's responsibility to ensure that Verizon has the correct contact information.

#### 4.5 Change Management Service Objective

The Change Management Service Objective is to complete certain change management requests, as listed below, within 24 hours of the change being scheduled with Customer (Express Change), or within four (4) hours if designated by Customer as an emergency (Emergency Change). Emergency Changes must be requested by Customer's submission of a Priority 1 Trouble Ticket and accepted by Verizon as a Priority 1.

##### 4.5.1 Definition

Change Management Request types that are covered by the Change Management Objective:

- Activate previously configured LAN Interface.
- Request copy of WAN Accelerator configuration.

Both Emergency Change and Express Change Service Objectives do not include any time for scheduling, coordination, follow-up, impact assessment or evaluation before or after such request by Customer.

##### 4.5.2 Credit Structure and Amount

The Change Management Service Objective has no associated credit.

##### 4.5.3 Exclusions

In addition to the general exclusions found in Appendix A, the following exclusions apply to the Change Management Service Level Objective:

- Incomplete information, including the specific commands/configurations.

- For US WAN Accelerators: Requests submitted between the hours of midnight eastern U.S. time Friday to midnight eastern U.S. time, Sunday will be considered received at midnight eastern U.S. time Monday.
- For Asia Pacific WAN Accelerators: Requests submitted between the hours of midnight Philippines time Friday midnight Philippines time, Sunday will be considered received at midnight Philippines time Monday.
- For European WAN Accelerators: Requests submitted between the hours of midnight CET Friday to midnight CET, Sunday will be considered received at midnight CET time Monday.

## 5. Credit Application Process

### 5.1 Managed WOS SLA Application Structure

Credits are not cumulative month to month. Credits are calculated once, and only applied in the billing cycle in which the Trouble Ticket has been closed. The maximum credit within any one month for the aggregate Service Level credits within that month is the lesser of, as applicable, 50% of the total monthly recurring charge for Managed WOS for all Managed Sites, or 100% of the total monthly recurring charge for any one Managed Site. Verizon's data and calculations will be used to determine if a Service Level has been missed and a credit is due. Verizon will issue a credit within 90 days of its determination of non-compliance with a Service Level. Credits do not apply to recurring or nonrecurring charges for services other than Managed WOS.

### 5.2 Process for Customers to Apply for Service Level Credits

Customer completes two steps in order to have an outage qualify for a Service Level credit. First, except for the Installation Service Level, a Trouble Ticket must be opened at the time of the issue. Second, a written request for credit must be made to the Verizon Account Team contact.

#### 5.2.1 Opening a Trouble Ticket

For the Availability, Time to Repair, and Proactive Outage Notification Service Levels, a Hard Outage Trouble Ticket must be opened. A Trouble Ticket provides the record of Hard Outage events.

#### 5.2.2 Submitting a Service Level Agreement Credit Request

##### Installation Service Level

Customer must make a written request (e-mail or fax) to the Verizon Account Team for a credit within 15 days after the date that the installation is completed that is beyond the 45 business day Service Level with the following information:

- The Managed Site and Circuit identifier
- The date the Managed Site and Circuit should have been installed
- The date the Managed Site was installed
- The date that Customer order was approved

##### Availability, Time To Repair, and Proactive Outage Notification Service Levels

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 a Service Level credit is due with the following information:

- The date the Managed Site and Circuit outage(s) occurred
- The time the Managed Site and Circuit outage(s) began and ended
- The Managed Site(s) and Circuit ID(s) for each affected Managed Site.
- Trouble Ticket number for each Managed Site and event.

#### 5.2.3 Service Level Agreement Credit Time Limitation

If Verizon has failed to meet the same Service Level for three (3) consecutive months, Customer may elect to:

- continue the Service with a limit of six (6) months of credits for any individual Service Level within a 12-month period.
- discontinue the Service without liability except for Charges incurred prior to discontinuation of the Service. Customer must submit a written termination 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 Service Level.

If 3rd Party Network or Approved Maintenance Provider causes in whole or in part the payout of





any Service Level credits for three (3) consecutive months, Verizon has the following options:

- require a change of 3rd Party Network or Approved Maintenance Provider, as applicable; or
- terminate its performance obligations under this Managed WOS Service Level for the relevant Service Level for Managed Sites with 3rd Party Network or Approved Maintenance Provider.

#### Appendix A: General Exclusions

The following exclusions apply to all Service Levels and Service Objectives contained in this SLA:

- This SLA does not apply to sites without Managed WAN at the same or lesser level of management (i.e. Monitor and Notify, Physical, or Full) than Managed WOS.
- No credit will be due to the extent the Service Level is not met because of 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, other than acts or omissions of Verizon approved 3rd Party Network or Approved Maintenance Providers.
- No credit will be due to the extent the Service Level is not met because of a Force Majeure event, as defined in the Agreement.
- No credit will be due to the extent the Service Level is not met because of scheduled maintenance by Customer or entities under Customer's direction or control.
- No credit will be due to the extent the Service Level is not met because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- Except for the Installation Service Level, no credit will be due to the extent Service Level is not met prior to the Service Activation Date.
- No credit will be due to the extent the Service Level is not met because of the amount of time delays due to Customer Time.
- No credit will be due to the extent the Service Level is not met because of a Soft Outage.
- No credit will be due to the extent the Service Level is not met because proper power is not available to the WAN Accelerator.
- No credit will be due if there are no sites on Customer's network connected to Verizon's Private IP network. This connection may be located in any US or Tier A country, and must have a minimum committed access rate of 16K bps.
- No credit will be due to the extent a Service Level is not met due to the failure of any other Verizon service being provided to Customer in association with the Managed WOS Service.

#### Appendix B: Terms and Definitions

Terms	Definition
3 <sup>rd</sup> Party Network	Customer provided access or transport from third parties approved by Verizon from time to time. The current approved 3 <sup>rd</sup> Party Network providers are AT&T, Sprint, BellSouth, Qwest, Equant, British Telecom, Deutsche Telekom, and NTT.
Account Team	Means the Verizon staff associated with selling the Service to Customer. The Account Team will normally consist of an Account Manager and Technical or Network Consultant. A Customer Service Representative or other may also be assigned at Verizon's discretion or based on service sold to Customer.
Approved Maintenance Provider	Means a provider of maintenance services as approved by Verizon from time to time that is contracted for by the Customer. The current Approved Maintenance Providers are Verizon Data Maintenance, Cisco, Datacraft, Dimension Data, Juniper Networks and Wafer Systems.
Circuit	Means a Connection and Local Access
Connection	Means a port on Customer's WAN connected to Verizon or a 3rd Party Network
Customer Premises Equipment (CPE)	Service equipment located at the Managed Site



Customer Time	<p>Time delays attributable to or caused by one or more of the following:</p> <ul style="list-style-type: none"> <li>• Incorrect or incomplete information provided by Customer;</li> <li>• Verizon or the Verizon Approved Maintenance Provider being denied access to CPE or network components at the Customer location when access is required;</li> <li>• Failure or refusal by Customer to release the Circuit for testing; or</li> <li>• Customer unavailability where needed to close a Trouble Ticket.</li> </ul>
Hard Outage	Managed WOS degradation such that Customer is unable to use Managed WOS and Customer is prepared to release the Managed WAN Accelerator to Verizon for immediate testing
Local Access	The portion of service between Customer's premises and a Verizon designated point-of-presence.
Managed Site	A Customer's Managed WOS location that includes Router, a Connection and WAN Accelerator.
Router	Means Managed WAN devices. This SLA does not cover devices supported by Managed WAN.
Service Objective	Those service level parameters that are indicative only outcomes that Verizon is aiming to meet when providing the Managed WOS. No rebate or credits nor any commitment or guarantee apply to any failure to meet a Service Objective and in no event will a failure to meet a Service Objective give rise to any remedy including a credit.
Soft Outage	Managed WOS Service degradation such that Customer is still able to use the Managed WOS Service or Customer is NOT prepared to release the Circuit and Managed WAN Accelerator to Verizon for immediate testing.
Trouble Ticket	The result on the systems of Verizon of reporting by a Customer to Verizon of either perceived Managed WOS outage or Managed WOS degradation.
Verizon Maintenance	WAN Accelerator maintenance provided by Verizon Data Maintenance-Network or Verizon-contracted 3 <sup>rd</sup> party maintenance providers.
WAN Accelerator	The Managed WOS application accelerator equipment and software.