Verizon Unified Customer Experience
Service Level Agreement ("SLA")

1. **Overview.** This SLA provides performance metrics and provisions for Unified Customer Experience ("Unified CX"). Unified CX is a cloud based contact center and voice communications solution that enables Customer to run its contact center from the cloud incorporating multi-channel Customer support and includes a management portal, contact center reporting and real-time dashboards available through the web-based agent desktop. This SLA is in addition to service level agreements for other services that may be offered as part of a Unified CX solution that include, but are not limited to, Verizon Private IP, Verizon IP Toll Free, and Verizon VoIP IP Trunking. Please refer to the service level documentation for such services for SLA terms and conditions offered. Capitalized terms that are not defined in Section 4 (Terms and Definitions of this SLA) are defined in the Customer's Unified CX Service Attachment.

2. **Verizon Unified CX Service Level Agreements ("SLAs").** Verizon will use commercially reasonable efforts to meet or exceed the relevant SLAs described below. Verizon will provide monthly or quarterly reports detailing Verizon's performance against the SLAs during Monthly Operations Reviews.

    2.1 **Core Application Availability SLA**

    The Core Platform shall be operated to achieve the availability listed below. The Core Platform includes the following Applications:
    1. ACD (including Finesse Desktop and USW Finesse Plug Ins) and its core functions (routing, queuing, etc.)
    2. Private Branch Exchange ("PBX") and its core functions (inbound call management, outbound dial)
    3. IVR

    In the event that the core application availability resulting from unplanned outages falls below the identified target for any core application for any given month for an end user, Verizon will provide the applicable credit as a % of the monthly recurring fee for each of the above impacted applications that were unavailable per the table below.

SLA Target	Core Application Availability Monthly Target	NPC Due as a % of the Monthly Recurring Fee
99.99%	99.98% to 99.96%	2.50%
	99.95% to 99.91%	5%
	99.90% to 99.76%	7.50%
	99.75% to 99.51%	10%
	99.50% to 99.01%	15%
	99.00% to 97.51%	25%
	97.50% to 95.01%	50%
	95.00% to 90.01%	75%
	90.00% or Below	100%

    2.2 **Secondary Platform Availability SLA**
    The Secondary Platform shall be operated to achieve the availability listed below. The Secondary Platform includes the following Software Applications:
    1. Management Portal, Reporting, Callback Service and Audio File Management
    2. Outbound Dialer including Standard or Premium Options
    3. Workforce Management
    4. Speech Analytics
    5. Voice Mail
    6. Multichannel including Chat or Email or Blended Chat/Email Service

7. Quality Monitoring including Voice and Screen Recording (for purposes of clarity, this SLA applies only to the availability of the voice and screen recording application itself, not on the reliability of 100%/15% of recordings being made (respectively). Other factors outside the Supplier affect whether a recording is made.
8. Desktop Analytics
9. Performance Management
10. Quality Management
11. Compliance Recording

In the event that the secondary application availability resulting from unplanned outages falls below the identified target for any secondary application for any given month for an end user, Verizon will provide the applicable credit as a % of the monthly recurring fee for each of the above impacted applications that were unavailable per the table below.

SLA Target	Secondary Application Availability Monthly Target	NPC Due as a % of the Monthly Recurring Fee
99.00%	98.99% to 97.51%	2.50%
	97.50% to 95.01%	5%
	95.00% to 93.51%	7.50%
	93.50% to 90.01%	10%
	90.00% to 87.51%	15%
	87.50% to 85.01%	17.50%
	85.00% to 83.51%	20%
	83.50% to 80.01%	30%
	80.00% or Below	40%

2.3 **Non Performance Credit Maximum**

The "At Risk Amount" is the amount of the monthly Service Fee that Verizon will place at risk for Non Performance Credits. Verizon's cumulative At Risk Amount to pay Non Performance Credits for the Core Application Availability SLA in any month is limited to a maximum of 100% of the corresponding Unified CX fees per month ("Monthly at Risk Amount"). Verizon's cumulative At Risk Amount to pay Non Performance Credits for the Secondary Application Availability SLA in any month is limited to a maximum of 40% of the corresponding Unified CX fees per month ("Monthly at Risk Amount"). Partial months will be prorated accordingly.

2.4 **Additional Platform Availability SLA Terms and Conditions**

2.4.1 Any Applications not listed above are excluded from the SLAs, inclusive of but not limited to private and public voice and data network failures. For any Verizon network service SLA's, please see the associated SLA's in the associated Service Attachment.
2.4.2 SLAs apply to each monthly Occurrence for each separate Application. However, any failure in one Application that causes a failure in a dependent Application is counted as one Occurrence.
2.4.3 SLAs do not apply to any equipment located at Customer's premise. For any Verizon managed device SLA's, please see the associated SLA's in the associated Service Attachment.
2.4.4 A Complete Loss does not include the Software being in an impaired state where a work-around has been implemented to provide material functionality while Verizon continues to work on the issue.
2.4.5 The Non Performance Credit Payment start date for missed SLAs shall apply only when the Platform has been:
   • deployed in a production environment with standard solution components
   • has been in service for at least three (3) months following the transition to production
   If the Platform is not meeting the SLAs due to causes beyond Verizon and its Supplier's reasonable control, then the SLAs will not apply until the Platform issues have been resolved.

2.5 **Calculation Method.** Verizon will use the following method to determine the Availability % for each applicable Unified CX application per SLA:

- Determine the number of minutes in a month (Total Availability)
- Determine the number of outage minutes in a month (Outage Minutes) per Application
- Determine the number of excluded outage minutes in a month (Excluded Outage Minutes)
- Determine the total number of outage minutes less any exclusions per Application (Total Outage Minutes)
- Calculate the % availability as equal to (Total Availability – Total Outage Minutes) / Total Availability

3. **SLA Exclusions.** Notwithstanding anything contained herein, Verizon shall not be responsible or liable (including, without limitation, payment of any non performance credits to Customer as described above) for its failure to meet any such SLAs described above to the extent that such failure is due to or arising in connection with any of the following, each an "Excusable Failure":

- any act or omission of Customer or Customer's third party vendors including without limitation, any delays by Customer's third party vendors in responding or providing the necessary fix or resolution to the problem or any inaccurate or inappropriate instructions or information provided by Customer's third party vendors to Verizon;
- any failure by Customer's third party vendors to comply with its respective responsibilities under this Agreement or based on any agreement (written or oral) between Customer's third party vendors;
- The occurrence of any events outside the control of Verizon. In no event shall Verizon be obligated to resolve any problems not reasonably determined by Verizon as problems attributable to the applicable Software or supported components;
- Periods when Customer has released the Platform to Verizon for maintenance, planned downtime, upgrades, testing or rearrangement purposes, or for the implementation of a Customer approved change or when Customer continues to use the Platform on an impaired basis against Verizon's recommendation. Maintenance windows will be mutually agreed upon during the support on-boarding process and will incorporate Customer's current maintenance windows.
- Outages caused by call routing scripts or other customizations written or modified by end User or end user's third party vendors (other than third party vendors acting as Verizon's subcontractor).

4. **Terms and Definitions**

Terms and Definitions	Definition
Complete Loss	A loss of both the Active and Redundant Application instances, which does not allow any utilization by Customer or materially impacts Customer's ability to conduct business.
Measurable Duration	A Measurable Duration will begin at the time Customer notifies Verizon or if Verizon determines the application is inoperable via the Monitoring applications. If, for any reason, an issue is reported by Customer to Verizon before first being identified by the Monitoring applications, the Measurable Duration will begin when the Incident/ Service Request is created in the trouble ticket Platform by Verizon's technician until it is resolved (i.e., a work around has been implemented to restore material functionality which may or may not include a permanent fix).

Terms and Definitions	Definition
Non-Performance Credit/NPC	Non Performance Credit Amount, which is the full and final settlement of any claim that Customer may have or may purport to have against Verizon with respect to Verizon's failure to meet the SLA and is Customer's remedy for such failure. Eligible Non Performance Credits will be applied to the subsequent scheduled invoice. For Contracts governed solely by German or Austrian Law, this SLA is an independent commercial agreement. The performance metrics and provisions detailed in this SLA are neither implied warranties of the quality of the Service, nor guarantees under the German or Austrian Civil Code. Non Performance Service Credits paid under this SLA will be set-off against any potential damage compensation payments.
Occurrence	The complete loss of the Software availability for a Measurable Duration.
Service Level Agreement or SLA	A key service level measurement that is important to Customer's business.