

VOICE OVER IP SERVICE SERVICE LEVEL AGREEMENT

1. VoIP Service Level Agreement

- 1.1 Verizon offers the following performance Service Level Agreements (SLAs) covering Jitter, Mean Opinion Score (MOS), Network Availability and Time To Repair (TTR) to those Verizon VoIP customers who use Verizon's Internet Dedicated Service or Private IP Service for transport.). These SLAs are available in the United States and Canada and in the following European countries: Belgium, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Spain, Sweden, Switzerland, and the United Kingdom.
- 1.2 VoIP Service Level Agreement Credit Process General. To receive a credit, Customer must submit its written request as set out in the table below within 30 business days after the month in which the SLA was not met. If Verizon confirms Customer's request (i.e., that the particular SLA was not met), then Customer shall receive a credit calculated as shown in the table below. No credits will be given with respect to VoIP Service not affected by the unmet SLA.

VoIP SLA	For Applicable Locations in	For Locations within the U.S.
	Europe	
Applicable	Verizon's European Internet	Verizon's contiguous U.S. and Canada Internet
Network	network	Network (as defined in the Guide)
Available	Customer must submit its written	Customer must complete and submit the online
Methods for	request (email or FAX is	
Requesting	acceptable) to its Verizon Account	<u>Verizon Enterprise Solutions Verizon</u>
Credit	Team within the timescale defined	Business VoIP Jitter Credit Request Form
	in section 1.2 above. If a trouble	
	ticket is required to document an	<u>Verizon Enterprise Solutions Verizon</u>
	outage or service event for credit	Business VolP MOS Credit Request Form
	compliance, a trouble ticket can be	
	generated either through the	Verizon Enterprise Solutions VolP Network
	Verizon Customer Service Center	Availability Credit Request Form
	or through the web-based Verizon	
	Enterprise Center.	Or <u>Verizon Business VolP TTR Credit</u>
	The number for the assigned	Request Form,
	Verizon Customer Service Center is	
	printed on Customer's invoice.	as applicable.
	Access to the Verizon Enterprise	
	Center can be requested by	
	registering at the Verizon	
	Enterprise Center portal:	
	enterprisecenter.verizon.com.	
Basis for Credit	The <u>Verizon VoIP SLA</u> credit (the	For The Credit will be based upon the MRC
Calculation	"Credit") will be based on Verizon	equivalent to the customer's monthly VoIP
	VoIP Service upon the monthly	Service provided concurrent call fee.
	recurring charge ("(MRC"))	
	equivalent to the customer's	The Credit will also be based on an A La Carte
	monthly VoIP concurrent call fee.	pricing basis, or for VoIP+ Customers, the MRC
		used to calculate the credit is the applicable site
		fee or the simultaneous calling charge plus the
	The Credit will also be based on the	applicable MRC for the related Verizon Internet
	applicable MRC for the portion of	Dedicated Service or Private IP Service.
	the VolP related Verizon Internet	
	Dedicated Service or Private IP	For VolP Service provided on a Bundled pricing
	Service for which the SLA was not	basis Business Connection, the MRC used to
	met	calculate the credit is the applicable base
		charge plus the simultaneous calling
		charge customer's bundled MRC.

Jitter Credit Calculation MOS Credit Calculation	The credit of Verizon does not meet the Jitter SLA, the Customer will be equal to receive one day's share of the applicable their Verizon VoIP Service MRC for the portion of the VoIP Service for which the SLA was not met. on all their provisioned concurrent calls across their enterprise. The credit Verizon does not meet the MOS SLA, the Customer will be equal to receive and day's share of the applicable their Verizon VoIP Service MPC for the portion of the	
Calculation	one day's share of the applicable their Verizon VoIP Service MRC for the portion of the VoIP Service for which the SLA was not met.on all their provisioned concurrent calls across their enterprise	
Network Availability Credit Calculation	The credit will be equal to If Verizon does not meet the Network Availability SLA, the Customer will receive one day's share of the their applicable Verizon VoIP Service MRC for the portion of the VoIP Service affected by the failure to meet the SLA standard, multiplied by each whole hour that the affected portion of VoIP Service was unavailable due to Network unavailability. Verizon fails to meet its Network Availability SLA commitment. The credit will be applied to each Verizon site affected and is based on the total downtime the customer experienced during the relevant month	
TTR Credit Calculation	The credit will be equal to If Verizon does not meet the TTR SLA, the Customer will receive one day's share of the their applicable Verizon VoIP Service MRC for the portion of the VoIP Service multiplied by each hour Verizon fails to meet its TTR SLA commitment. The credit will be applied to each affected by the missed TTR threshold. In the case of this SLA, Verizon VoIP site. The Customer may receive multiple TTR SLA credits in a given month.	
Basis for SLA claim for Jitter and MOS	Verizon will use Verizon's public backbone statistics Web site to verify that the MOS SLA and the Jitter SLA standard was not met. If Verizon confirms Customer's request, then Customer may submit a claim for credit. A trouble ticket may be required.	
Basis for SLA claim for Network Availability and TTR	Based on a monthly basis measurement by trouble ticket time Customer must open a trouble ticket with Verizon while it is experiencing a VoIP Service problem. The calculation of unavailable time is based on trouble ticket times. Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected should be identified in the original ticket. The unavailable time starts when Customer opens a trouble ticket with Verizon and releases the VoID Service for improdicts testing. The unavailable time starts when the	
	releases the VoIP Service for immediate testing. The unavailable time stops when the Applicable Network or access circuit trouble has been resolved and the VoIP Service is again available to Customer. If the Customer has multiple locations affected by an outage, the Customer may submit one ticket to address the multiple locations; however, the affected individual locations must be identified on the ticket.	

- 1.3 **Jitter SLA.** Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. The VoIP Jitter SLA provides that Verizon's monthly jitter performance within the Applicable Network will not exceed 1.0 millisecond. Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. Jitter performance statistics are available for review at <a href="http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml/http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml/http://www.verizonenterprise.com/terms/us/products/advantage/voicequality for the United States and Canada and http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml for Europe.
- 1.4 Mean Opinion Score (MOS) SLA. MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that the Applicable Network performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across the Applicable Network, from which a monthly average is derived. MOS performance statistics are available for review at http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xmlhttp://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml

/us/products/advantage/voicequality for the United States and Canada and http://www.verizonenterprise.com/terms/emea/fr/voipsla/voicequality.xml for Europe.

- 1.5 **VoIP Network Availability SLA.** The VoIP Network Availability SLA provides that Applicable Network will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Applicable Network is considered not available for the number of minutes that a trouble ticket shows the Applicable Network was not available to Customer. The network availability SLA is not applicable to sites that do not use Verizon Internet Dedicated or Private IP service. Customer is responsible for tracking the time via trouble tickets that any portion of the VoIP Service is unavailable due to Applicable Network unavailability.
- 1.6 **Time to Repair SLA.** The VoIP Time to Repair (TTR) SLA provides that priority one (PTY 1) tickets will be resolved within five hours or less in the European countries listed above and within four hours or less within the United States. PTY 1 Tickets are categorized as a "hard outage" where there is complete loss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Verizon VoIP. "Time to Repair" is defined as time taken to restore end-to-end-VoIP Service during a Hard Outage based on trouble ticket time. The TTR SLA is not applicable to sites that do not use Verizon Internet Dedicated or Private IP service.
- 2. Exclusions and Limitations to SLA Applicability.
- 2.1 **General Exclusions.** The following exclusions apply to all VoIP Service SLAs:
 - Force Majeure Events; and
 - Verizon Internet network maintenance.
- 2.2 **VoIP Network Availability and TTR SLA Exclusions.** In addition to the General Exclusions, the VoIP Network Availability SLA and Time to Repair SLAs do not include time related to unavailability or outages resulting from:
 - Customer-ordered third-party circuits;
 - Inappropriate VoIP Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
 - Customer premise equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, router/modem and/or analog/ethernet adapter;
 - Acts or omissions of Customer or its users, or any use or user of the VoIP Service that is authorized by or enabled through Customer but outside the scope of Customer's VoIP Service; and
 - "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and VoIP Service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify VoIP Service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the PTT or Local Exchange Carrier (LEC) for periods where the PTT's or LEC's maintenance support is not available.