



Verizon Network Edge Delivery Service Level Agreement

1. SERVICE LEVEL STANDARDS

- 1.1 **Overview.** This Service Level Agreement (SLA) defines and sets forth the requirements and other terms and conditions agreed to between the Customer ("Customer") and Verizon with respect to the support Verizon shall provide in order to maintain the delivery of Network Edge Delivery service (the "Service").
- 1.2 **Monthly Uptime Percentage.** Subject to the Exceptions set forth below, Verizon shall use commercially reasonable endeavors to provide a Monthly Uptime Percentage of no less than 99.95% each billing month in connection with your use of Verizon Network Edge Delivery.

2. CALCULATION OF CREDITS

When the Monthly Uptime Percentage falls below the applicable service level standard, Customer may be eligible for credits. Section 2.1 outlines how credits are to be calculated.

2.1 Calculation.

Availability is determined by computing the total number of eligible Hard Outage Minutes per Priority 1 trouble tickets in a calendar month for a specific Customer Circuit divided by the total number of minutes based on total days per calendar month. Availability is calculated after a trouble ticket is opened with Verizon and represents the percentage of time that the Circuit is available within a given calendar month.

$$\text{Availability (\%)} = \left(1 - \left(\frac{\text{Total Eligible Hard Outage Minutes per Circuit per month}}{\text{Total days per month} * 24 \text{ hours/day} * 60 \text{ minutes/hour}} \right) \right) \times 100$$

- 2.2 **Credit Structure.** The amount of available credit is based on the number of eligible Hard Outage Minutes. Availability applies only in those cases in trouble ticket is opened with Verizon.

Actual Service Availability Level	Service Level Availability Credit Structure	
	Credit as % of MC	Minutes of Monthly Downtime
100.00%	0.00%	0
100.00%	0.00%	2
99.99%	0.00%	4
99.99%	0.00%	6
99.98%	0.00%	9
99.98%	0.00%	11
99.97%	0.00%	13
99.97%	0.00%	15

99.96%	0.00%	17
99.96%	0.00%	19
99.95%	0.00%	22
99.95%	6.00%	24
99.94%	7.00%	26
99.94%	8.00%	28
99.93%	9.00%	30
99.93%	10.00%	32
99.92%	11.00%	35
99.92%	12.00%	37
99.91%	13.00%	39
99.91%	14.00%	41
99.90%	15.00%	43
99.90%	16.00%	45
99.89%	17.00%	48
99.89%	18.00%	50
99.88%	19.00%	52
99.88%	20.00%	54
99.87%	21.00%	56
99.87%	22.00%	58
99.86%	23.00%	60
99.86%	24.00%	63
99.85%	25.00%	65
99.85%	26.00%	67
99.84%	27.00%	69
99.84%	28.00%	71
99.83%	29.00%	73
99.83%	30.00%	76+

3. PROCESS FOR CREDITS

3.1 Credit Process and Structure

If Customer believes the Monthly Uptime Percentage is not met, then they may file a claim for Service Credit in accordance with this clause. The Customer's claim must include at least the following information: (a) a detailed description of the incident; (b) the dates and number of minutes of service unavailability suffered within a claimed month; (c) the dates and number of minutes of service operating minutes within the claimed month; and (d) any other information that we reasonably ask you to provide to support the claim.

3.2 Credit Application Process

Customer must complete two steps in order to qualify for an SLA credit. First, Customer must open a Trouble Ticket within 72 hours of the time the Hard Outage occurs. This can be done either through the



Customer Service Center or through the web-based Verizon Enterprise Center. The number for the assigned Customer Service Center is printed on Customer's invoice. Access to the Verizon Enterprise Center can be requested at the first use by registering at the Verizon Enterprise Center portal <https://enterprisecenter.verizon.com/>.

The second step is to request the credit in writing to Customer's account team or via the Verizon Enterprise Center portal. This communication can be through email or by fax. Customer must submit an SLA credit request to Verizon within 30 days of the closing of the trouble ticket. The credit request must contain the following information:

- The date the outage occurred
- The time the outage began and ended
- The circuit ID(s) for each affected connection

For any calendar month in which Verizon fails to meet any of the Service Level Standards stated in this document the credit structure for the Service Level Standards listed above will be applied to the corresponding net billing Monthly Charge (MC) for the specific Connection(s) affected by a Hard Outage(s) or Service Issue(s). The total of all credits within any one month is limited to a maximum of 100% of the MC for the specific Connection or Site, as applicable, which was impacted by any non-compliance with the Service Level Standard(s). Credits are not cumulative month to month. Credits for Hard Outages are determined based on eligible Hard Outage Minutes. 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.

3.3 **Exclusions**

This Service Level Availability does not apply to outages caused by: (a) 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; (b) customer premises equipment associated with the Network Edge Delivery Service; (c) any Scheduled Outages; and (d) any Force Majeure events as defined in the Contract.

4. **PRIORITY LEVELS & TIME TO RESTORE REQUIREMENTS**

4.1 **Table**

Priority Level	Restore Time
Priority 1 (Total loss of Service or degraded Service to the extent that it is unusable by Customer; a Hard Outage has Priority 1 Service restoration priority)	Restore Time: Restore within one (1) hour after Customer notification to Verizon.
Priority 2 (Degraded Service, however the Customer is able to use the Service; a Service Issue has Priority 2 Service restoration priority)	Restore Time: Restore made available within two (2) hours after Customer notification to Verizon.

Priority 3 (A problem with the Service that does not impact the functionality of the Service)	Restore Time: Restore within two (2) days after Customer notification to Verizon.
Priority 4 (Non-Service affecting requests (e.g. a Customer request for an incident report) and all other queries not covered by Priority 1 – 3 above or a scheduled maintenance)	Restore Time: Within one (1) day after Customer notification to Verizon. If Service-impacting, the incident will be classified as Severity 2 (see above). If non Service-impacting Priority 4 resolve timeframe will apply.

5. CHRONIC FAILURE

Verizon shall maintain commercially reasonable efforts to keep the Service performing consistent with the Restoration Requirements above. With the exception of events occurring outside of Verizon's control, in the event that Verizon fails to uphold Priority 1 Restoration Requirements in any three (3) consecutive months, Customer shall have the right to terminate their Agreement at any time thereafter upon prior written notice to Verizon (which notice shall reference this Section and shall describe such failures) without penalty or liability.

6. MAINTENANCE

- 6.1 **Verizon Scheduled Maintenance Window.** Verizon may conduct maintenance on its Network at times of least impact based on its sole discretion.

7. DEFINITIONS

Average Transaction Delivery Time	The Average Transaction Delivery Time is the time it takes for a transaction to leave the Supplier controlled network for delivery to the Service Provider network.
Hard Outage	Complete loss of Service where Customer cannot use the Service.
Monthly Uptime Percentage	Means the total number of operating minutes a calendar month, minus the number of minutes of service unavailability suffered in a month, divided by the total number of operating minutes in a month.
Monthly Charge (MC)	The amount billed for monthly usage of Verizon Network Edge Delivery
Restore	Means to provide a fix that will restore lost or compromised functionality.
Scheduled Outages	Means any time Customer or Verizon performs scheduled maintenance that will temporarily suspend the operations of Network Edge Delivery. Scheduled Outages happen during scheduled maintenance windows.
Service Provider	A Service Provider is a vendor that provides IT solutions and/or services to end users and organizations.
Subscriber	A Subscriber means a person who subscribes, in a manner prescribed by Customer, to access and use or application from a device on the Verizon network.
Unscheduled Outages	Means disruption of Network Edge Delivery. An Unscheduled Outage could occur during a scheduled maintenance window if the service impact has not been properly identified.

Video Start Time (VST)	Video Start Time (VST) is a measurement of the duration from the client making the initial content request to the start of the content being played by the clients player
4XX/5XX Errors	<p>HTTP status codes are three-digit responses from the server to the browser-side request. Status codes in the 4XX or 5XX ranges are considered errors:</p> <p>4XX (Client Error): The website or the page could not be reached, either the page is unavailable or the request contains bad syntax</p> <p>5XX (Server Error): While the request appears to be valid, the server could not complete the request</p>