

MANAGED WIRELESS LAN + + SERVICE LEVEL AGREEMENT

- OverviewOVERVIEW., _ Theis Service Level Agreement (SLA) for Managed Wireless LAN+ (Managed WLAN) Service offers certain service level agreements (or SLAs), and _ described herein_sets forth Customer's sole remedies for any claims relating to the performance of Managed WLAN Service. The SLAs are applicable for the Managed Devices shown in Customer's Order(s). Capitalized terms that are not listed in sSection 13 (Definitions), will have the same meaning as defined in the Agreement, Managed WLAN Online Terms, or Service Order, as applicable.
- 2. <u>REGIONAL TERMS.Regional Qualifications Terms.</u>
- 2.1 <u>For Customers with Managed WLAN Service in EMEA and Asia Pacific</u>. This SLA is offered as part of the MWLAN Service. To qualify for this SLA, Customer must have committed to an Initial Service Term of at least one year. This SLA is incorporated into and forms part of the contract for the provision of MWLAN Service as set out in the relevant Service Order and applicable master terms and conditions of MWLAN Service (for example the International Master Services Agreement or the Asia Pacific Services Agreement) (Agreement). This SLA will apply for the duration of the Service Term commencing with the Service Activation Date for MWLAN Service.
- 2.2 <u>Contracts under German and Austrian Law</u>. The following paragraph is solely applicable to 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 MWLAN Service (Beschaffenheitsvereinbarungen) 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.

3. <u>AVAILABLE SLAs AND SERVICE OBJECTIVES.Available Service Levels</u><u>SLAs / and Service</u> Objectives.

3.1 –Service Levels:

- Optimized Managed WLAN is offered at three service levels: Full Management, Physical Management and Monitor and Notify service levels. Non-Optimized Managed WLAN is offered only at the Full Management service level.
- 3.2- Available SLAs: Managed WLAN SLAs includes the following service levels:
 - WLAN Controller Availability
 - Time to Repair (TTR)
 - Managed WLAN Installation
 - Proactive Outage Notification
- <u>3.3-</u> Service Objectives: Managed WLAN includes the following Service Objectives:
 - Change Management-
 - Software Defined Wireless LAN Quality of Service (QoS)-

To be eligible for coverage under this SLA, a Managed WLAN Customer sSite must have at least one Verizon

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Managed WAN circuit, unless CCAP or SDWLAN features are used by Customer as part of the Managed WLAN Service.

4. PARAMETERS.Parameters.

4.1 <u>Service Level and Location</u>. The location of Customer's Site(s) and level of Managed WLAN Service determines the parameters for the applicable service levels. <u>The SLAs for each service level are indicated below.</u>

-Countries covered under this SLA are divided into three categories:

- (i) U.S. Includes the U.S. Mainland and Hawaii, except as otherwise expressly noted.
- (ii)–___Global Tier A

Europe	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom-
Asia-Pacific	Australia, China, Hong Kong, Japan, Singapore, South Korea
Americas	Argentina, Brazil, Canada, Chile, Colombia, Mexico, Panama, Peru Venezuela

- (iii)____Global Tier B Includes those<u>other</u> countries where Verizon provides Managed WLAN Service that are not in the U.S or Global Tier A.
- 4.2- **Network Provider.** The Network Provider for primary access also determines the applicable service level. All SLAs provided herein are for Verizon WAN In-Band Access except where noted. There are two types of networks covered by the Managed WAN SLA: (a)– Verizon WAN In Band Access, (b) Third Party Provided In Band Access.
- 4.3- Maintenance Provider. Maintenance may be provided by Verizon Care or by an approved Customer maintenance or a Verizon maintenance provider. The current list of Verizon approved maintenance providers include: IBM, Siemens, Cisco, HP, NCR, and Unisys. Customer will get the same SLA for customer contracted maintenance providers as for Verizon Care. As used in this SLA only "Third Party Maintenance" means a maintenance provider contracted for by the Customer that is approved by Verizon.

4.2 SLA Parameters

5.- ManagedMALAGED WLAN SLAs. The Managed WLAN SLAs vary by service level, geographic location, network provider and maintenance provider, as set forth below.

Table 5.1 - Managed WLAN Service Levels: Full Service Level, Physical Service Level, and Monitor and Notify.

Managed WLAN – Full Service				
SLA	U.S.	Global Tier A	Global Tier B	Third Party Provided In Band

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				Access
WLAN Controller Availability with Out of Band (OOB) Access or Alternate Circuit or Backup Wireless	99.95%	99.95%	99.95%	99.5%
WLAN Controller Availability without: Back-up or OOB Access	99.5%	99.5%	99.0%	99.5%
Service Installation	4 5 Business Days (Hawaii excluded)	Not Available	Not Available	Not Available
TTR – Verizon Care or Customer-contracted Third- Party Maintenance	3.5 Hours	4 Hours	6 Hours	6 Hours
TTR without: Back-up or OOB Access	16 Hours	16 Hours	16 Hours	16 Hours
TTR – Verizon-provided or Customer-contracted Third- Party Maintenance with Onsite Break-fix Maintenance on Cloud- Controlled Access Point and Software Defined Wireless LAN	Next Business Day	Next Business Day	Next Business Day	Next Business Day
MWLAN Service Installation	45 Business Days (Hawaii excluded)	Not Available	Not Available	Not Available
Proactive Outage Notification	15 Minutes	15 Minutes	15 Minutes	15 Minutes

Managed WLAN – Physical Service					
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	

Managed WLAN Monitor and Notify					
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	

5. Service Installation SLA. The Installation SLA is defined as the period of time to install the Managed WLAN at a Site.

5.1 Calculation. The Service Installation SLA time period starts on the date the SOR has been executed by both parties and ends the date Managed WLAN at a Site is made available for Customer's use and

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is billable.

- 5.2 Credit Structure and Amounts. Customer is eligible to receive a fifty percent (50%) credit of the Installation NRC for each Managed Device at a Site to the extent Verizon has not installed such Managed Device within 45 business days.
- 5.3 Exclusions/Qualifications. In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the Installation Service SLA:
- (i) A Customer-ordered installation date that is prior to the 45 Business Day Service Installation time period.
- (ii) Delays resulting from an order suspension due to Customer credit issues.
- (iii) Delays due to incomplete or non-installation of an associated Internet or Verizon Managed service.
- (iv) Delays due to the failure of Customer or its third-party contractors to timely perform Customer's responsibilities in accordance with the Managed WLAN + Online Terms.
- (v) Where a site survey or wireless site assessment is performed or is requested by Customer, any delays in the performance of such site survey or assessment due to (a) Customer or its contractors; and (b) remediation work identified in such site survey or assessment.
- 656. WLAN CONTROLLER AVAILABILITY SLA.Controller Availability SLA. A WLAN Controller is available if during the period within the Service Term in which Customer has subscribed to Managed WLAN :__(i) no alarm events have occurred on the Network Operations Center's (NOC) Network Management System, or (ii) no Trouble Ticket has been opened by Customer. If multiple WLAN Controllers are unavailable because of a single-WLAN Controller issue, Verizon will only consider the Outage of the single-affected WLAN Controller or LAPs attached logically or physically to that WLAN Controller in its calculation of the Availability SLA.; Oether WLAN Controllers and LAPs attached logically or physically to that single WLAN Controller will not be considered unavailable. WLAN Controller availability is based on the total number of minutes in a calendar month during which the WLAN Controllers are considered available if the WLAN Controller is available to pass data whether or not data is passing through the WLAN Controller. Each Trouble Ticket will be evaluated by Verizon for appropriate corrective action and Customer will be informed of the status of each closed ticket even where the WLAN Controller is within normal operating parameters.
- <u>656</u>.1 <u>Calculation</u>. Availability is the percentage of time that the WLAN Controller is available within a given calendar month. Availability only applies to Outages.

Monthly Managed <u>Customer</u> Site Availability (%) =

Total minutes of Outage per month

- 1 (Number of days in calendar month x 24 (hrs.) x 60) x 100 (min.)
- <u>656</u>.2 <u>Credit Structure and Amounts</u>. For any month in which Verizon fails to meet the applicable availability standards for a WLAN Controller, Customer will be eligible for an SLA credit equal to a percentage of the Managed WLAN MRC applicable in that month for the affected WLAN Controller, as indicated in the following tables.

Table 6.2.1 - WLAN Controller Availability with: OOD Access or Alternate Circuit or Backup Wireless (Applies to WLAN Controller Level Performance).

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TABLE <u>5</u>6.2.1 WLAN CONTROLLER AVAILABILITY WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO WLAN CONTROLLER LEVEL PERFORMANCE).

Managed	Availability	Percentage of the Managed WLAN -MRCfor the Affected Month			
From	То	U.S.	Global Tier A	Global Tier B	Third Party Provided In- Band Access
-100%	99.95%	N/A	N/A	N/A	N/A
99.94%	99.50%	15%	10%	10%	10%
99.49%	99.40%	25%	20%	20%	20%
99.39%	99.00%	35%	30%	30%	30%
98.99%	98.00%	45%	40%	35%	40%
97.99%	96.70%	50%	50%	40%	50%
Less th	nan 96.7%	100 <mark>.0</mark> %	100 .0 %	100 .0 %	100 <mark>.0</mark> %

Table 6.2.2 – WLAN Controller Availability Without: Backup or OOB Access (Applies to WLAN Controller Level Performance).

TABLE 65.2.2 WLAN CONTROLLER AVAILABILITY WITHOUT: BACKUP OR OOB ACCESS (APPLIES TO WLAN CONTROLLER LEVEL PERFORMANCE).

Managed A	vailability	Percentage of the Managed WLAN MRC for Affected Month			RC for the
From	То	U.S.	Global Tier A	Global Tier B	Third Party Provided In- Band Access
-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 that	an 90.0%	100 <mark>.0</mark> %	100 .0 %	100 .0 %	100 <mark>.0</mark> %

- <u>656</u>.3 <u>Exclusions/Qualifications</u>. In addition to the general exclusions found_<u>in Appendix Abelow</u>, the following conditions apply to the Availability SLA:
 - (i) WLAN Controllers are not considered unavailable during periods of Outage resulting in whole or in part from Managed WLAN degradation, such as slow data transmission.
 - (ii) WLAN Controllers are not considered unavailable during interruptions not reported by Customer, or for which no Trouble Ticket was opened.
 - (iii) SLA coverage is only applicable to WLAN Controllers for which (a) out-of-band access is available, and
 (b) Customer has purchased a maintenance plan with minimum coverage of 7 days per week by 24 hours per day by 4 hour (i.e., 7x24x4) response time.
 - (iv) Virtual Controllers with Aruba IAP Management, Lightweight Access Points, Aruba Instant Access Points, Cloud-Controlled Access Points and Software Defined Wireless LAN are not included.
 - (v) WLAN Controllers are not considered unavailable if Verizon did not receive from Customer the login credentials of the Managed Devices for troubleshooting purposes.

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- (vi) WLAN Controllers are not considered unavailable if the WLAN Controllers are deployed in High Availability (HA) mode and the WLAN Controller function will be taken over by one of the other WLAN Controllers in the Customer's network.
- 767. <u>TIME TO REPAIR</u>Time to Repair (TTR) SLA. TTR is the time to resolve an Outage Trouble Ticket for a Managed Device.
- 767.1 <u>Calculation</u>. TTR is based on the Outage time per Managed Device for each Outage event. The TTR time starts when a Trouble Ticket is opened by Verizon or the Customer after an Outage and concludes with the restoration of <u>the Managed Device</u> and the WLAN interface.

Managed Device Time To Repair (Hrs.) = Length of Trouble Ticket resolution per Managed Device per Outage incident

<u>776</u>.2 <u>Credit Structure and Amounts</u>. Customer is eligible for a credit for MRC for the affected WLAN Controller as shown below:

<u>Table 7.2.1 – Time to Repair with Full Level of Service and Verizon Care with: OOB Access or Alternate Circuit</u> or Backup Wireless (Applies to Each Individual WLAN Controller at a Customer Site).

> TABLE 7.2.1 TIME TO REPAIR WITH FULL LEVEL OF SERVICE AND VERIZON CARE OR APPROVED NON-VERIZON MAINTENANCE WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO EACH INDIVIDUAL WLAN CONTROLLER AT A SITE)

Time to Repair Verizon Care or Approved Non-Verizon Maintenance					
Outage Repair Time (Per incident) U.S. Global Tier A Global Tier		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	<u>3:59:59</u>	5%	5%	N/A	N/A
6 Hou	rs Plus	5%	5%	5%	5%

TABLE 7.2.2 TIME TO REPAIR WITH FULL LEVEL OF SERVICE WITHOUT: BACK-UP OR OOB ACCESS (APPLIES TO EACH MANAGED DEVICE AT A SITE)

Time to Repair without Back-up or OOB Access				
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%

TABLE 6.2.1. TIME TO REPAIR WITH FULL LEVEL OF SERVICE AND VERIZON CARE WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO EACH INDIVIDUAL WLAN CONTROLLER AT A CUSTOMER SITE).



<u>Time to Repair</u> <u>Verizon Care</u>					
(Per incident) U.S. Global Tier A Global Tier B Provided		Third Party Provided In-Band Access			
<u>3:30:00</u>	<u>3:59:59</u>	<u>5%</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>4:00:00</u>	<u>5:59:59</u>	<u>5%</u>	<u>5%</u>	<u>N/A</u>	<u>N/A</u>
<u>6 Hou</u>	rs Plus	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Table 7.2.2 – Time to Repair with Full Level of Service and Approved Non-Verizon Maintenance with: OOB Access or Alternate Circuit or Back up Wireless (Applies to Each Individual WLAN Controller at a Customer Site). TABLE 6.2.2. TIME TO REPAIR WITH FULL LEVEL OF SERVICE AND APPROVED NON-VERIZON MAINTENANCE WITH: OOB ACCESS OR ALTERNATE CIRCUIT OR BACKUP WIRELESS (APPLIES TO EACH INDIVIDUAL WLAN CONTROLLER AT A CUSTOMER SITE).

<u>Time to Repair</u> Approved Non-Verizon Maintenance				
Outage Repair Time (Per incident)	<u>U.S.</u>	<u>Global Tier A</u>	Global Tier B	Third Party Provided In-Band Access
<u>6 Hours Plus</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

Table 7.2.3 Time to Repair with Full Level of Service Without: Backup or OOB Access (Applies to Each Individual WLAN Controller at a Customer Site).

TABLE 6.2.3 TIME TO REPAIR WITH FULL LEVEL OF SERVICE WITHOUT: BACKUP OR OOB ACCESS (APPLIES TO EACH INDIVIDUAL WLAN CONTROLLER AT A CUSTOMER SITE).

Time to Repair Without Backup or OOB Access				
<u>Outage Repair Time</u> (Per incident)	<u>U.S.</u>	<u>Global Tier A</u>	<u>Global Tier B</u>	<u>Third Party</u> Provided In-Band <u>Access</u>
<u>16 Hours Plus</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>

- 767.3 <u>Exclusions/Qualifications</u>. In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the TTR SLA:
 - (i) For Managed Devices managed by the U.S. NOC, Trouble Tickets opened after 4 p.m. Eastern Time will be considered to be opened on the next business day.
 - (ii) For Managed Devices managed by the EMEA NOC, Trouble Tickets opened after 4 p.m. Central European Time (CET), or Central European Summertime (CEST) when in effect, will be considered to be opened on the next business day.
 - (iii) For Managed Devices managed by the APAC NOC, Trouble Tickets opened after 4 p.m. Philippines Time (PHT) will be considered to be opened on the next business day.
 - (iv) If third-party-provided maintenance is modified pursuant to the provider's maintenance contract with Customer, Verizon may similarly adjust associated SLA commitments set forth herein to reflect the revised service levels provided by the third-party maintenance provider.
 - (vi) Managed Devices are not considered unavailable during periods of Outage resulting in whole or in part



from the degradation of Customer's Wireless LAN, such as slow data transmission.

(vii)SLA coverage is only applicable to (i) WLAN Controllers for which Customer has purchased a maintenance plan with minimum coverage of 7 days per week by 24 hours per day by 4 hour (i.e., 7x24x4) response time...; and (ii) Cloud-Controlled Access Points and For Software Defined Wireless LAN, the SLA is only applicable for Managed Devices -with Verizon-provided or Customer-contracted Third-Party Maintenance with Onsite Break-Fix Maintenance with minimum coverage of, 5 days per week, 8 hours per day and Next Business Day response time.

(vii) WLAN Controllers are not considered unavailable if Verizon did not receive from Customer the login credentials of the Managed Devices for troubleshooting purposes.

- 8.78.- **INSTAALLATION SLA.** Installation SLA. The Installation SLA is defined as the period of time to install the Managed WLAN at a Site.
- 78.1 **Calculation.** The Installation SLA time period starts on the date the SOR has been executed by both parties and ends the date Managed WLAN at a Customer Site is made available for Customer's use and is billable.
- 78.2 **Credit Structure and Amounts.** Customer is eligible to receive a fifty percent (50%) credit of the Installation NRC for each Managed Device at a Customer Site to the extent Verizon has not installed such Managed Device within 45 business days.
- 78.3 Exclusions/Qualifications. In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the Installation Service SLA:
 - (i) A Customer-ordered installation date that is prior to the 45 Business Day Service Installation time period.
 - (ii) Delays resulting from an order suspension due to Customer credit issues.
 - (iii) Delays due to incomplete or non-installation of an associated Internet or Verizon Managed service. (iv) Delays due to the failure of Customer or its third-party contractors to timely perform Customer's
 - responsibilities in accordance with the Managed WLAN + Online Terms.
 - (v) Where a Customer Site survey or wireless Customer Site assessment is performed or is requested by Customer, any delays in the performance of such Customer Site survey or assessment due to (a) Customer or its contractors; and (b) remediation work identified in such Customer Site survey or assessment.
 - (vi)- The Installation SLA does not apply to installations outside of the U.S. Mainland.
- 89.- PROACTIVE OUTAGE NOTIFICATION SLA. Proactive Outage Notification SLA. The Proactive Outage Notification SLA provides credits if Verizon fails to notify Customer of a Managed Device Outage as provided below. Proactive Outage Notification will be provided to the Customer's designated point of contact by e-mail or pager. Verizon has fifteen minutes to notify Customer's primary point of contact from the start point of the Notification Period, as defined below.
- 89.1 <u>Calculation</u>. The "Notification Period" begins with the opening of a Trouble Ticket for an Outage and ends when the Trouble Ticket is closed. Verizon is in compliance with the Proactive Outage Notification SLA if the Customer opened the Trouble Ticket or contacts Verizon within the Notification Period. Verizon will provide the ticket number and an initial status.
- **89.2** <u>**Credit Structure and Amounts**</u>. Customer is eligible to receive a credit equal to ten percent (10%) of the MRC for each Managed Device affected during an Outage for which timely notification was not provided



to Customer.

- **89**.3 **Exclusions/Qualifications.** In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the Proactive Outage Notification SLA:
 - (i) Periods of Outage resulting in whole or in part from the degradation of Customer's wireless LAN<u>such</u> as slow data transmission;
 - (ii) Interruptions not reported by Customer, or for which no Trouble Ticket was opened.
 - (iii) The time resulting from Customer's point of contact unavailability due to incorrect contact information or other cause.
 - (iv) SLA coverage is only applicable to WLAN Controllers for which out-of-band access is available (except for WLAN Controllers under the Monitor and Notify service level).
 - (v) SLA coverage is only available if Verizon has received from Customer the login credentials of the Managed Devices for troubleshooting purposes.
- 910. Change ManagementCHANGE MANAGEMENT. Verizon will strive use commercially reasonable efforts to complete certain change management requests 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 eChanges must be requested by Customer's submission of a Priority 1 Trouble Ticket.
- 910.1 **Definition.** The following Change Management requests are covered by the Change Management Service Objective:
 - Activate Previously-configured LAN Interfaces
 - DHCP Configuration Modify
 - Entity Host Name Change
 - Interface Modify
 - IP Address/Subnet Mask Change
 - Modify Filters/Access-Lists Single Managed Device
 - Password Change
 - Privilege Exec Commands Modify
 - Request Copy of Router Configuration
 - •_Static Route Add/Delete/Modify
 - TACACS/Radius Modify

Neither Emergency Change requests nor Express Change requests provide for scheduling, coordination, or follow-up with Customer by Verizon before or after the request. Verizon is not responsible for assessing or evaluating any Emergency or Express Change requests, and will not provide fault isolation of bad or unsupported configurations.

- 910.2 Credit Structure and Amounts. The Change Management Service Level Objective has no associated credit.
- 9<u>10</u>.3 <u>Exclusions/Qualifications</u>. In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the Change Management Service Level Objective:
 - (i) For Managed Devices managed by the U.S. NOC, requests submitted outside the hours of 7:00-17:00

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ET, Monday through Friday will not be eligible for Express or Emergency requests.

- (ii) For Managed Devices managed by the EMEA NOC, requests submitted outside of the hours of 09:00-17:00 Central European Time (CET), or Central European Summertime (CEST) when in effect, Monday through Friday will not be eligible for Express or Emergency Change requests.
- (iii) For Managed Devices managed by the APAC NOC, requests submitted outside of the hours of 09:00-17:00 Philippines Time (PHT), Monday through Friday will not be eligible for Express or Emergency Change requests.
- (iv) The Change Management Service Level Objective shall be extended by the amount of time taken to obtain complete information, including specific commands and/or configurations.
- 101. SOFTWARE DEFINED WIRELESS LAN QUALITY OF SERVICE (QoS). Software Defined Wireless LAN Quality of Service (QoS). For Customers with the Software Defined Wireless LAN feature, Verizon will use commercially reasonable efforts to seek to meet or exceed certain performance parameters of the Managed WLAN Service 80% of the time.
- 101.1 **Definition.** The following performance parameters and target performance values are covered by the Software Defined Wireless LAN QoS Service Objective:

Software Defined Wireless LAN QoS Performance Parameters		
Performance Parameter	Target Performance Value	
Time To Connect	4 seconds per session or less	
Throughput	10 Mbps or more	
Roaming	2 seconds per roam or less	
Successful Connects	95% or more	
Coverage	-72 decibel-milliwatts (dBm) or less	
Capacity	20% or more	
Access Point Uptime	95% or more	

- 101.2 <u>Credit Structure and Amounts</u>. The Software Defined Wireless LAN QoS Service Level Objective has no associated credit.
- 1<u>1</u>0.3 <u>Exclusions/Qualifications</u>. In addition to the General Exclusions set forth below, the following exclusions and qualifications apply to the Software Defined Wireless LAN QoS Service Level Objective:
 - (i) Missed performance targets that have not caused the overall performance parameter to be lower than 80%.
 - (ii)—____In the event any performance parameters are disabled or any target performance value has been adjusted, based on the specific Software Defined Wireless LAN implementation of the Customer, the applicable performance parameter(s) and target performance value(s) will apply.
 - (iii) Missed performance targets that are caused by <u>oO</u>utages, configuration updates or maintenance windows on Customer Equipment, such as, but not limited to, Customer-managed routers, switches, DHCP servers or disruptions caused by power outages.
 - (iv) Missed Roaming, Coverage, Capacity, and Time To Connect performance targets for Customer Sites where Verizon has not provided a (remote or onsite) wireless assessment.
 - (v) Missed Throughput performance targets for Customer Sites where the bandwidth capacity of the Wide Area Network (WAN)-WAN connectivity and / or Local Area Network (LAN) connectivity is below 10 Mbps per expected Customer user of the Wi-Fi network.
 - (vi) Missed performance targets due to the use of legacy, co-existing Wi-Fi infrastructure and 802.11a/b Wi-Fi client devices.

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(vii)——WLAN Controllers, Virtual Controllers with Aruba IAP Management, Lightweight Access Points, Aruba Instant Access Points and Cloud-Controlled Access Points are not included.

142. CREDIT APPLICATION PROCESS. Credit Application Process.

124.1 <u>Credit Terms</u>. Credits are not cumulative month-to-month. If an SLA issue crosses months, the "triggering event" for purposes of credit will be deemed to have occurred in the month in which the SLA non-compliance occurs. Verizon's data and calculations will be used to determine if an SLA has been missed and a credit is due. Verizon will issue a credit within 90 days of determining a credit is due. The maximum credit within any one month for all SLA non-compliances within that month is fifty percent (50%) of the total MRC for Managed WLAN for all Managed Devices. A minimum of two Managed Devices must be managed by Verizon in a single network for any credits to be available. Except with respect to contracts under German or Austrian law, credits made by Verizon to Customer under this SLA are the sole and exclusive remedy available to Customer for any failure to meet an SLA.

142.2 Application Process for Credits

14<u>2</u>.2.1 **Opening a Trouble Ticket.** To be eligible to qualify an Outage for an SLA credit, Customer must have requested that an Outage Trouble Ticket be opened on Verizon's systems. A Trouble Ticket records the Outage event.

142.2.2 Submitting an SLA Credit Request

- 14<u>2</u>.2.2.1 **Installation SLA.** Customer must make a written request (e-mail or fax) to the Verizon Account Team within thirty (30) days after the date the Managed Device installation is completed with the following information:
 - The Site identifier.
 - The date the parties agreed that the Managed Device should have been installed was scheduled for installation.
 - The date the Managed Device was installed.
 - The date that the SOR was executed by both parties.
- 14<u>2</u>.2.2.2 WLAN Controller Availability, TTR, and Proactive Outage Notification SLA. Customer must request a credit in writing (e-mail or fax) to the Verizon Account Team within thirty (30) days of the Outage with the following information:
 - The date the Managed Device Outage occurred.
 - The time the Managed Device Outage began and ended.
 - The Outage location of the Managed Device.
 - Trouble Ticket number for each <u>Customer</u> Site and event.
- 142.3 Enduring SLA Non-Compliance. Inf an SLA is non-compliant the event Verizon fails to meet the same SLA for three consecutive months, Customer may elect to:
 - Continue the Managed WLAN Service, <u>but</u> with a limit of six months of credits for any individual SLA within a 12-month period.
 - Discontinue the Managed WLAN Service without liability except for charges incurred prior to <u>Customer's</u> discontinuation of the Managed WLAN Service. Customer must submit a written disconnect notice to its Verizon Account Team within 30 days following the end of either the third or subsequent consecutive month of Verizon's failure to meet the SLA.

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If Customer-contracted Third-Party Maintenance provider causes the payout of SLA credits for three consecutive months, Verizon has the following options:

- Require <u>Customer to a change of Customer-Customer's</u> contracted Third-Party Maintenance provider, as applicable; or
- Terminate its performance obligations hereunder for the related SLA.

12<u>13</u>. General ExclusionsGENERAL EXCLUSIONS. No credit will be payable pursuant to this SLA to the extent an SLA is not met:

- Due to 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 third-party maintenance providers.
- Relating to a Trouble Ticket associated with any actor or omission of any third party.
- Because of a Force Majeure event, as defined in the Agreement.
- Because of scheduled maintenance by Customer or entities under Customer's direction or control.
- Because of scheduled maintenance by Verizon within Verizon's maintenance windows.
- Because of the amount of time delays due to Customer Time, defined below.
- If a Managed Device has less than 24x7x4 coverage with Verizon or a Verizon Approved Maintenance
 Provider.
- Due to performance-affecting issues related to or resulting from (but not limited to) rogue network devices, viruses, worms, misconfigured unmanaged network devices attached to the WLAN being managed, or other events/devices beyond the scope of Managed WLAN Service or control of Verizon.
- Managed Devices with Cloud-Controlled Access Point under Full Management level of service, where Customer has been provided with write administrative access.

Term s	Definition
Customer Time	 Time attributable to or caused by one or more of the following: Incorrect or incomplete information provided by Customer. Verizon or the Verizon approved maintenance provider being denied access to <u>CPE Managed Device</u> or network components at the Customer <u>sS</u>ite when access is required. The analog telephone connection for OOB access is either unavailable or not maintaining a minimum 9600 bits per second connection such that Verizon cannot troubleshoot the Managed Device and Verizon has not been notified by Customer that such minimum OOB access has been restored. Failure or refusal to release affected Managed Device(s) for testing.
	 Customer unavailability where needed to close a Trouble Ticket.
Managed Device	Any WLAN CPE managed by Verizon pursuant to the provision of Managed WLAN Service.
Outage(s)	An Outage is defined as an unscheduled period in which the Managed Device is interrupted and unavailable for use by Customer for sixty (60) or more concurrent seconds (UAS) within a 15-minute period measured by Verizon. UAS is the American National Standards Institute standard (ANSI) T1.231.
Service Restoration	Process by which Managed WLAN disruptions are ranked by the Verizon

134. Definitions DEFINITIONS

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Priorities	Customer Service Center.
Site A site is Customer's Managed WLAN location which includes a Managed	
Juc	Device.
Trouble Ticket	A ticket opened within Verizon's NOC from an internal Verizon report or a report by a Customer to Verizon of either a perceived Outage or Managed WLAN degradation.
Verizon Customer Service Center	Any one of Verizon's service Ccenters around the world where Customers call in to report Managed WLAN Service related issues.