

INTERNET DEDICATED SERVICES SERVICE LEVEL AGREEMENT

1 General

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Germany Specific Terms. For Agreements under German law, all of the quality objectives that follow should be understood as voluntary commitments on the behalf of Verizon, rather than amendments to the services description for the Service, which forms part of the SOF. They are not assurances in the sense of warranties for which Verizon is liable. These commitments are made free of charge and they are not meant to be guarantees by the means of the German Civil Code (BGB). They shall furthermore not extend the rights Customer is entitled to by the BGB if Verizon is in breach of contract. Claims for compensation are determined solely by the scope of services defined in the Service Description and the quality levels given therein.

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1.2 Austrian Specific Terms. For Agreements under Austrian law, all of the quality objectives that follow should be understood as voluntary commitments on the behalf of Verizon, rather than amendments to the services description for the Service, which forms part of the SOF. They are not assurances in the sense of warranties for which Verizon is liable. These commitments are made free of charge and any liability of Verizon for their achievement is excluded.

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~~1.3~~ **1.3 Claims.** In order to make a valid claim the Customer needs to: Report any fault that constitutes a failure to meet the Service Level Agreement (SLA) to Verizon by raising a trouble ticket within 72 hours of the fault; and make a claim in writing within 30 days from the time the trouble ticket is closed.

1.4 Maximum Credit. The maximum credit payable in any month in relation to the Service shall be the MRC in respect thereof.

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~~1.5~~ **1.5 General Exclusions.** No Service Credits will be payable, if the failure to reach any Service Level Standard is due to

- CPE associated with the Service,
- Customer-ordered access circuits,
- Customer's applications, equipment or facilities,
- acts or omissions of Customer or user of the Internet Dedicated Service authorized by Customer, including any scheduled maintenance on the part of Customer, Customer contractors or Customer vendors,
- scheduled maintenance on the part of Verizon,
- acts or omissions on the part of any third party other than a local access provider over which Verizon exercises control,
- periods of Service degradation, such as slow data transmission, where a Priority 1 trouble ticket has not been opened with Verizon and Customer has not released its Service for immediate testing, A "Priority 1 trouble ticket" means a total loss of Service or degraded Service to the extent that it is unusable by Customer and Customer is prepared to release its Service for immediate testing.
- Customer inquiry for circuit monitoring purposes only,

- Force Majeure Events.

1.6 Internet Dedicated Essential Plan Exclusion. No Service Credits will be payable if a failure to reach any Service Level Standard occurs while under the Internet Dedicated Essential Plan.

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1.7 “Scheduled Maintenance” shall mean any maintenance on the Verizon hub to which Customer's circuit is connected of which Customer is notified 7 days in advance. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by Verizon (e.g., email). Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by Verizon.

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1.8 Measurement of Network performance. Network Latency, Network Packet Delivery, Network Jitter, and Network Mean Opinion Score (MOS) shall be measured by averaging sample measurements taken during a calendar month between Verizon-designated backbone routers ("Hub Routers"). Each month's Network performance statistics relating to Network Latency, Network Packet Delivery, Network Jitter, and Network MOS shall be posted at <http://www.verizon.com/businessenterprise.com/about/network/latency/>.

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2 Availability Service Level Standard

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2.1 Availability Scope. Verizon's Availability Service Level Standard provides that the Network (as defined in the applicable Agreement) will be available 100% of the time. For Services ordered with a backup connection, the Service at the Customer Site will be available 100% of the time.

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2.2 Network Availability. "Network Unavailability" consists of the number of minutes that the Network or a Verizon-ordered access circuit was not available to Customer, and includes unavailability associated with any maintenance at the Verizon data center where Customer's circuit is connected other than Scheduled Maintenance (defined above). Network Unavailability will not include any unavailability resulting from causes set out in the General Exclusions section above.

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2.3 Availability Remedy. If Verizon fails to meet the Service Availability Service Level Standard during any given calendar month in accordance with the above, for each cumulative hour of Network Unavailability or fraction thereof in any calendar month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated charges for 1 day of the MRC for the Service with respect to which a Service Availability Service Level Standard was not met and the pro-rated charges for 1 day of the MRC Customer pays for Verizon-provided Access to the Service. For Services delivered in Spain, such Service Credit will be refunded to Customer automatically in the following invoice.

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3 Time to Repair (TTR) Service Level Standard

3.1 TTR Scope. The TTR Service Level Standard is to restore the Service following an event that results in the outage of a circuit within

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- 4 hours in USA,
- 5 hours in Canada, Europe and AsiaPacific, and
- 8 hours in Latam.

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3.2 TTR Measurement. The TTR time starts when a trouble ticket is opened by Verizon or Customer after the outage of a circuit other than for outages associated with the General Exclusions stated above, and concludes with the restoration of the affected circuit.

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3.3 TTR Remedy. If Verizon fails to meet the TTR Service Level Standard in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated charges for 1 day of the Verizon MRC for the Service with respect to which this TTR Service Level Standard has not been met, provided that Customer may obtain no more than 1 Service Credit per day, irrespective of how often in that day Verizon failed to meet the TTR Service Level Standard. For Services delivered in Spain, such Service Credit will be refunded to Customer automatically in the following invoice.

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4 Network Latency Service Level Standard

4.1 Network Latency Scope. Verizon's Network Latency Service Level Standard provides average round-trip transmissions times in milliseconds (ms) for the following network areas:

- North America: 45 ms or less between Hub Routers in North America.
- Europe: 30 ms or less between Hub Routers in Europe.
- Transatlantic: 90 ms or less between a Hub Router in the New York metropolitan area and a Hub Router in the London metropolitan area.
- Transpacific: 160 ms or less between a Hub Router in the Los Angeles metropolitan area and a Hub Router in the Tokyo metropolitan area.
- Europe to Asia Pacific: 250 ms or less between a Hub Router in the United Kingdom and in a Hub Router in India.
- Asia Pacific: 125 ms or less between Hub Routers in Asia Pacific.
- Latin America: 140 ms or less between Hub Routers in Latin America.

4.2 Network Latency Remedy. If Verizon fails to meet any Network Latency Service Level Standard in a month, Customer's account shall be automatically credited for that month. The credit will equal the pro-rated charges for 1 day of the Verizon MRC for the Internet Dedicated Service with respect to which the Service Level Standard has not been met.

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5 Network Packet Delivery Service Level Standard

5.1 Network Packet Delivery Scope. Verizon's Network Packet Delivery Service Level Standard provides average packet delivery percentages for the following network areas:

- North America: 99.5% between Hub Routers in North America.
- Europe: 99.5% between Hub Routers in Europe.
- Transatlantic: 99.5% between a Hub Router in the New York metropolitan area and a Hub Router in the London metropolitan area.
- Transpacific: 99% between a Hub Router in the Los Angeles metropolitan area and a Hub Router in the Tokyo metropolitan area.
- Europe to Asia Pacific: 99% between a Hub Router in the United Kingdom and in a Hub Router in India.
- Asia Pacific: 99% between Hub Routers in Asia Pacific.

- Latin America: 99% between Hub Routers in Latin America.

5.2 Network Packet Delivery Remedy. If Verizon fails to meet any Network Packet Delivery Service Level Standard in a month, Customer's account shall be automatically credited for that month. The credit will equal the pro-rated charges for 1 day of the Verizon MRC for the Internet Dedicated Service with respect to which the Service Level Standard has not been met.

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6 Network Jitter Service Level Standard (available only for service in the North America and in Europe)

6.1 Network Jitter Scope. Verizon's Network Jitter Service Level Standard provides that average jitter will not exceed 1 ms between Hub Routers in North America, and between Hub Routers in Europe.

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6.2 Network Jitter Remedy. If Verizon fails to meet the Network Jitter Service Level Standard in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated charges for 1 day of the Verizon MRC for the Internet Dedicated Service with respect to which the Network Jitter Service Level Standard has not been met.

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7 Network Mean Opinion Score (MOS) Service Level Standard (available only for service in the North America and in Europe)

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7.1 Network MOS Scope. Verizon's MOS Service Level Standard provides that the average MOS performance is not less than 4.0 between Hub Routers in North America, and between Hub Routers in Europe.

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7.2 Network MOS Remedy. If Verizon fails to meet the Network MOS Service Level Standard in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated charges for 1 day of the Verizon MRC for the Internet Dedicated Service with respect to which the MOS Service Level Standard has not been met.

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8 Outage Reporting Service Level Standard

8.1 Outage Reporting Scope. Verizon's Outage Reporting Service Level Standard is to notify Customer within 15 minutes after Verizon's determination that Customer's service is unavailable.

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8.2 Outage Reporting Process. Verizon's standard procedure is to ping Customer's router. If Customer's router does not respond after 2 consecutive 5-minute ping cycles (for service in the Asia Pacific region, North America and Latin America) or 5 2.5-minute ping cycles (for service in Europe), Verizon will deem the service unavailable and will contact Customer's designated point of contact by a method elected by Verizon (e.g., e-mail). Customer is solely responsible for providing Verizon accurate and current contact information for Customer's designated points of contact. Verizon will be relieved of its obligations under this Outage Reporting Service Level Standard if Verizon's contact information for the Customer is out of date or inaccurate.

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8.3 Outage Reporting Remedy. If Verizon fails to meet the Outage Reporting Service Level Standard,

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Customer shall be entitled to receive a Service Credit equivalent to the pro-rated charges for 1 day of the MRC for the Service with respect to which the Outage Reporting Service Level Standard has not been met, provided that Customer may obtain no more than 1 Service Credit per day, irrespective of how often in that day Verizon failed to meet this Outage Reporting Service Level Standard.

9 **9 Denial of Service (DOS) Attack Response Service Level Standard**

9.1 DOS Attack Response Scope. Verizon will respond to DOS attacks reported by Customer within 15 minutes of Customer opening a complete trouble ticket with the Verizon Customer Support. Verizon defines a DOS attack as more than 95% bandwidth utilization.

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9.2 DOS Attack Response Process. To open a Trouble Ticket for DOS, Customer must call the Verizon Customer Support and state: "I am under a Denial of Service Attack". A complete Trouble Ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller Email Address and Possible Destination IP address / Type of Attack. Once engaged, Verizon Customer Support within the Security Operations Centre (SOC) will investigate the problem. They will provide confirmation that Customer is targeted by a DOS attack (rather than experiencing an internal or external routing issue). If the SOC concludes that the Customer is under active attack, they will take measures commercially appropriate for the type and level of attack. These measures may include placing filters on the routers in our network, black holing connections from the attack source network or active co-operation with the Internet Provider that provides service to the source of the attack when it can be clearly defined. Any remedies offered will be subject to the full co-operation of Customer. Verizon cannot guarantee that they will be able to mitigate or find a resolution that provides continued service to Customer.

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9.3 DOS Attack Response Remedy. If Verizon fails to meet the DOS Attack Response Service Level Standard in a month, Customer shall be entitled to receive a Service Credit equivalent to the pro-rated Charges for 1 day of the Verizon MRC for the Service with respect to which this DOS Attack Response Service Level Standard has not been met, provided that Customer may obtain no more than 1 Service Credit per day, irrespective of how often in that day Verizon failed to meet the DOS Attack Response Service Level Standard.

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40 **10 Installation Service Level Standard**

10.1 Installation Scope. Verizon's Installation Service Level Standard is to have installation of a Verizon-ordered access circuit and activation of a Verizon port completed by the date to which Verizon commits to deliver the Service ("Customer Due Date").

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10.2 Installation Measurement. The Installation Service Level Standard is calculated by computing the period of time beginning on the date Verizon accepts the Customer order and ending on the Service Activation Date.

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10.3 Installation Exclusions. In addition to the General Exclusions, as set out in the General Exclusion Section above, the Service Installation Service Level Standard does not include any minutes associated with the following:

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- Delays in installation related to Customer actions, moves or scheduling difficulties.



- Delays resulting from changes to a previously accepted order for Service from Customer, its agents or vendors.
- Any delays resulting from unavailability of Customer's premises, equipment, or facilities required to install the Service.
- Delays attributed to extending the Local Access demarcation point.
- Delays resulting from inaccurate or incorrect order information from Customer.
- Delays resulting from an order suspension due to credit issues involving Customer.
- Any periods of delay attributable to the reasons above will be deducted from the Service installation time period.

10.4 **10.4 Installation Remedy.** If Verizon fails to meet the Installation Service Level Standard, Customer shall be entitled to receive a Service Credit equivalent to 50% of the first month's MRC for the applicable service.