



DIGITAL CX – GOOGLE CLOUD PLATFORM SERVICE LEVEL AGREEMENT

~~Verizon Digital CX – Google Cloud Platform~~ ~~Service Level Agreement~~

1. **Overview.** This Service Level Agreement (SLA) provides performance metrics and provisions for Digital CX – GCP. Digital CX – GCP is a cloud-based solution that provides Dialogflow (Essentials Edition or Customer Experience Edition, as Customer selects), Speech to Text, Text to Speech, and Agent Assist for Chat or any combination of the foregoing (“Covered Service”). Dialogflow Trial Edition is not covered by this SLA. Capitalized terms that are not defined in Section 4 (Terms and Definitions) are defined in the Customer’s Digital CX – GCP Service Attachment.
2. **Verizon Digital CX SLAs.** Verizon will use commercially reasonable efforts to meet or exceed the relevant metrics described below.
 - 2.1 **Digital CX – GCP Uptime.** Digital CX – GCP Uptime is measured by the monthly uptime and monthly downtime percentage for each Covered Service. Digital CX – GCP Monthly Uptime Percentage is measured for each calendar month for each feature, calculated as set forth below. Customer networks, connectivity to Verizon, or Customer software availability is not covered by this SLA.

Customer must complete two steps in order to have an outage qualify for an SLA credit. First, Customer must open a trouble ticket in the Verizon Enterprise Portal (VEC). Second, Customer must make a written request for credit to the Verizon account team.

- 2.1.1 **Uptime Percentage Credits.** If the Uptime Percentage for a Digital CX – GCP feature in any calendar month falls within one of the ranges set forth in Table 1 then Customer may request a monthly recurring charge (MRC) credit of the corresponding percentage for such month for such feature. ~~The total maximum number of credits to be issued for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the Covered Service for the applicable month.~~

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Table 1: Uptime Percentage Credits

| Monthly Uptime Percentage: | MRC Credit: |
|----------------------------|-------------|
| 99.0% to < 99.9% | 10% |
| 95% to < 99.0% | 25% |
| < 95% | 50% |

- 2.1.2 **Uptime Percentage Credit Exclusions.** Customer must request a credit as specified in provision 2.1 within 20 days of becoming eligible for the credit. Customer also must provide Verizon with the identifying information (e.g. product identifiers and description of the request) and the date and time on which the



errors occurred. If Customer does not comply with these requirements, then Customer forfeits its right to receive a credit. The total amount of credits the Verizon will issue Customer in a single billing month will not exceed 50% of the amount due by Customer for the Covered Services for the applicable month. If a dispute arises with respect to this SLA, Verizon will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.

3. **SLA Exclusions.** Verizon is not responsible to pay a credit for failure to meet any SLA to the extent that such failure is due to or arising in connection with any of the following:
- Any act or omission of Customer or Customer's ~~third party~~ third-party vendors including (i) delays by Customer's third party vendors to respond or provide the necessary fix or resolution to a problem, (ii) inaccurate or incomplete instructions or information provided by Customer's third party vendors to Verizon, (iii) or Customer use of the Covered Services in a way inconsistent with associated documentation, including but not limited to, invalid requests, unauthorized users, or inaccessible data;
 - Any failure by Customer's ~~third party~~ third-party vendors to comply with its respective responsibilities under this Agreement;
 - Features designated Alpha or Beta, unless otherwise stated in the associated documentation
 - Features excluded from the SLA in the associated documentation
 - Errors that resulted from quotas applied by the system or listed in the Admin Console
 - A Force Majeure Event; or
 - Outages caused by customizations to the Digital CX platform configuration written or modified by the Customer or the Customer's third party vendors (other than third party vendors acting as Verizon's subcontractor).

4. Terms and Definitions

| Term | Definition |
|----------------------------------|--|
| Back-Off Requirements | When an error occurs, the Customer is responsible for waiting for a period of time before issuing another request. This means that after the first error, there is a minimum back-off interval of 1 second and for each consecutive error, the back-off interval increases exponentially up to 32 seconds. |
| Downtime | More than a 5% Error Rate. Downtime is measured based on server side Error Rate. |
| Downtime Period | A period of one or more consecutive minutes of Downtime. Partial minutes or Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods. |
| Error Rate | The number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the Error Rate unless they conform to the Back-off Requirements. |
| Monthly Uptime Percentage | The total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month. |

| | |
|--------------------------|--|
| Scheduled Outages | The amount of time Verizon temporarily suspends operation of a Digital CX feature to perform scheduled or emergency maintenance. |
| Valid Requests | Requests that conform to the associated documentation, and that would normally result in a non-error response. |