

U.S. Private Line Verizon Business Service III  
Service Level Agreement

I. Scope

A. General.

This Service Level Agreement (“SLA”) applies to Company’s U.S. Private Line (“USPL”) Service on an end-to-end basis, except where otherwise noted.

This SLA applies to the following USPL services including:

- Analog Service: (formerly Voice Grade Private Line or VGPL) provides analog signals at 2.4, 4.8, 9.6, and 19.2 kbps speeds.
- Digital Service: Digital Signal Level 0 (“DS0”), Fractional DS1, and Digital Signal Level 1 (“DS1”);
- Restorable DS-3
- SONET Services (STS-1, OC3, OC3c, OC12 and OC12c) except where noted elsewhere below.
- Wave Services 10GbE (via 10GBASE-xR, aka 10G LAN PHY), OC-192 (via Transparent Synchronous Frame), OTU2, OTU2E (11.09 Gb/s), OTU4, 40GbE (40GBASE-LR4), 100GbE (100GBASE-LR4).

This SLA does not apply to Linear DS3 service or to any services made available on an ICB basis.

B. Access Required.

Local access service is required for USPL and is provided by [MCI Legacy Company](#). The level of Service Availability and MTTR is dependent upon the access design and method used to deliver USPL Service. The term “Type” is used to label or categorize the various designs and methods used to provide local access. Local access types are as follows:

For purposes of this SLA:

Type 1 circuits are those for which the local loop is furnished wholly via (a) MCI Legacy Company facilities, (b) facilities which are collocated in MCI Legacy Company facilities, or (c) [other Verizon facilities designated as Type 1 on the Guide](#);

Type 2 circuits (SONET, Analog and Digital only) are those for which the local loop is furnished in part via MCI Legacy Company facilities; and,

Type 3 circuits are those for which the local loop is not furnished via MCI Legacy Company facilities, but are ordered and billed on Customer’s behalf by Company.

II. Service Level Standards

Except as set forth in this SLA, Company makes no claims regarding the availability or performance of USPL service. This SLA applies only to “Hard Outages”, i.e., an inability to exchange data between Customer end points. Slow service or other service degradation is not considered a Hard Outage.

This SLA is only available for customers who pay Verizon Business Service III charges for USPL Service. This SLA includes both service level standards and a service level objective.

The Service Installation Standards do not apply to SONET or Wave service.

A. Service Availability

1. Service Availability Standard. The Service Availability Standard applies only to “Hard Outages”, i.e., an inability to exchange data end to end. Service is not considered unavailable until at least 60 seconds of unavailability have elapsed during any 15 minute interval.

Service Type	Service Availability
<b>Linear Analog or Digital (excludes Linear DS3)</b>	
Via Type 1, 2 or 3 access	99.99%
<b>SONET Restorable (Protected)</b>	
via Type 1 access	99.99%
via Type 2 or 3 access	99.99% (IXC portion only)
<b>Wave (Un-Protected)</b>	
via Type 1 or 3 Un-Protected access	99.5%
<b>Wave with Protected Access and Un-Protected IXC</b>	
via type 1 protected access on both ends	99.75%
<b>Wave (with IXC Transport Protection for Wave)</b>	
With Type 1 Protected access on both ends	99.99%
With Un-Protected Type 1 or Type 3 access on either end	99.75%

2. Calculation: To calculate the percentage of Service Availability, add the total number of minutes that Customer’s circuit was available to Customer to exchange data end-to-end during a billing period (i.e., not subject to a Hard Outage), plus any minutes during which the circuit was not available to exchange data between Customer end points, due to events described in Section V, Exclusions. Divide the sum by the total number of minutes in the billing month. Multiply the quotient by 100.

The total number of minutes in a billing month is as follows:

Month in Days	Total Minutes
31 Day Month	44,640
30 Day Month	43,200
29 Day Month	41,760
28 Day Month	40,320

**B. Mean Time to Repair (“MTTR”)**

1. MTTR Standard. The MTTR Standard applies only to “Hard Outages”. Slow service or other service degradation is not considered a Hard Outage.

Service Type	MTTR (hours)
Linear Analog & Digital (excluding Linear DS3)	
Via Type 1, 2 or 3 access	4
SONET	4
Wave via Type 1 or 3 access	4

Calculation: MTTR is the average time to repair all Hard Outages for a particular circuit that Customer has reported as described below over a calendar month period. The time to repair a circuit starts when a Trouble Ticket is opened by Company for a Hard Outage and concludes with restoration of the USPL circuit—i.e., the time that the Hard Outage condition no longer exists. The duration of each Hard Outage for a particular circuit is totaled at the end of each billing month and divided by the corresponding number of Hard Outage Trouble Tickets for that particular circuit.

**C. Service Installation Period**

1. Service Installation Period Standard and Calculation. The Service Installation Period Standard applies to speeds of up to 1.544 Mbps (i.e. T1 and below) but it does not apply to any individual case basis “(ICB)” arrangements. Service Installation Period refers to the period of time to install the USPL circuit. The time period starts from the date that any prerequisite steps have been taken and Company has received and accepted all required information to provide and bill the circuit. The time period ends with successful test and Turn-up of the circuit.

Service Type	Service Installation (business days)*
Linear Analog or Digital (excluding Linear DS3)	
Type1, 2 or 3	45
SONET	Not Available
Wave	Not Available

\*If a national holiday is observed on a business day, such day is not considered a business day for purposes of the Service Installation Period Standard.

### III. Service Level Objective.

Verizon provides a network Latency service level objective of 10 milliseconds per 1,000 route miles. This service level objective applies only to the following USPL services: DS3, OC3, OC3c, OC12 and OC12c.

### IV. Qualification Process.

A. General. Customer is eligible to receive credits if Company does not meet the Service Level Standards set above. To qualify for such credits, Customer must comply with the procedures set forth in this section. Credits are based on a stated percentage of the Monthly Recurring Charge (MRC) for the service component in Customer’s Service Agreement for which the Service Level Standard has not been met. Subject to the limitations set forth in section V. A. below, the maximum credit available to Customer under any combination of the Service Availability, Mean Time to Repair and Service Installation Period Standard within a single calendar month is 100 percent of the MRC for that service component for the month during which the Service Level Standard was not met. Company data and calculations will be used to determine if a Service Level Standard has not been met and a credit is due. In addition, Company will not issue credits pursuant to the Service Level Standard for more than 6 months in any 12 month period. Company will issue a credit due, net of discounts and taxes, within 90 days of its determination that a Service Level Standard was not met.

#### B. Service Availability and MTTR Credit Process.

Customer must perform the following to become eligible or qualify for credit under either the Service Availability standard or the MTTR standard:

1. Open a Trouble Ticket within four hours of first learning of a Hard Outage by using one of the following available methods:

- Using the Customer Center portal on the Verizon Business website, or
- Calling the Customer Service toll free number located on Customer’s invoice, or

A trouble ticket is required to be opened within four hours of first learning of a Hard Outage; and

2. Submit in writing the following information no later than thirty (30) days from the end of the calendar month in which the USPL service was restored:
  - All applicable Trouble Ticket numbers associated with each circuit experiencing Hard Outages;
  - The date and time the Trouble Ticket(s) were opened; and
  - The circuit ID number for each circuit that experienced the Hard Outage.

Failure to comply with each of the preceding requirements may result in Company denying Customer’s request for credit under either the Service Availability or MTTR Standard.

A Trouble Ticket is a Company document used to record network service issues. Trouble Tickets are time stamped when opened and closed. The time stamps are used to calculate whether (i) the Service Availability and MTTR standards under this SLA have been met, (ii) the issue reported is considered a Hard Outage claim; and (iii) the issue isn't excluded by the items listed in Section V below.

- C. Service Installation Period Credit Process. To qualify for credit under the Service Installation Period Standard, Customer must make a written request for credit to Company within five business days of completed installation of the qualifying service. When making this credit request, the Customer must provide its Company Account Team with the following information: (1) the date the Service Installation Period commenced; (2) the date specified for installation in the Customer order; (3) the date installation was completed; (4) the circuit ID number for each circuit that was not installed within the Service Installation Period Standard; and, (5) the Customer's order number.

Company will use its order activation system(s) as the basis to determine if the Service Installation Period Service Level Standard has been met. In addition to the exclusions described in Section V. below, no credit is available under the Service Installation Period Standard for:

- A Customer-ordered installation date that is prior to the USPL installation interval;
- Installations outside of the continental United States;
- Delays resulting from inaccurate or incorrect order information;
- Customer order that is suspended due to Customer credit issues;
- Delays resulting from the unavailability of Customer's premises, Customer Premises Equipment (CPE) or facilities required to install.
- Delays resulting from changes to a previously-accepted service order by customer, its agents or vendors;
- Extended demarcation point of Customer's access circuit;
- Customer changes to a previously accepted service order;
- Installations in which any necessary prerequisite steps are not completed fully or successfully before USPL implementation begins.

## V. Credits

Customer may receive credits for failure by Company to satisfy the "Service Availability", "Mean Time to Repair" or "Service Installation Period" standards as set forth below.

- A. Service Availability and MTTR. During any monthly billing period in which Company fails to meet the Service Availability standard or MTTR standard for a specific Customer circuit, and provided the conditions set forth in this SLA have been met, Customer is eligible to receive a credit applied against the USPL MRC for that circuit, as follows. Access and backhaul charges are excluded from the USPL Wave, SONET, Analog or Digital credit calculations and are not considered eligible for a credit:
1. For a Wave, SONET, Analog or Digital failure to meet the Service Availability or MTTR standard for one month, Company will provide, as applicable, a Service Availability credit equal to 25 percent of the USPL MRC for that circuit, after application of all discounts.
  2. For a Wave, SONET, Analog or Digital failure to meet the Service Availability or MTTR standard for the same circuit for two consecutive months, Company will provide, as applicable, a Service Availability credit equal to 50 percent of the USPL MRC for that circuit, after application of all discounts, for the second month.
  3. For a Wave, SONET, Analog or Digital failure to meet the Service Availability or MTTR standard for the same circuit for three consecutive months, either: (1) Company will provide a credit equal to 100 percent of the USPL MRC for that circuit, after application of all discounts, for the third month and for each consecutive month thereafter that Customer remains subscribed to the circuit and Company fails to satisfy the Service Availability or MTTR standard; or (2) Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination, if Customer notifies Company in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month in which the same Service Level Standard is not met for that circuit. After a failure of three consecutive months or more, Company, upon written notice to Customer, may terminate its performance obligations under this SLA.

4. If the Hard Outage carries over from one month to the next, the Hard Outage is deemed to have occurred in the month in which USPL circuit was restored.
5. In addition, Company will not issue credits pursuant to this SLA for more than a total of six months in any 12-month period.
6. For USPL Wave, during any calendar month in which Verizon fails to meet the circuit availability standard for a specific customer circuit and provided the conditions set forth in the SLA have been met, customer is eligible to receive a credit applied against the MRC for all segments of the USPL Wave services circuit. The credits apply to the IXC transport and local access segments as applicable, identified on the order documentation. The credits apply to the month during which the service level standard was not met, as follows:

Actual Monthly Circuit Availability Achieved		Credit as a Percent of USPL Wave Services MRC (including Local Access, as Applicable)		
		USPL Wave Protected IXC w/Protected Access (on both ends or in combination with customer colocation or colocation on both ends)	USPL Wave Protected Access or Protected IXC with un-protected Access on either end	USPL Wave Un-Protected
Less Than	Greater than or Equal to			
99.99%	99.75%	10%		
99.75%	99.5%	20%	10%	
99.5%	99.0%	30%	20%	10%
99.0%	98.5%	40%	30%	20%
98.5%	98.2%	70%	40%	30%
98.2%	97.5%	100%	70%	40%
97.5%	96.67%	100%	100%	70%
96.67%	-	100%	100%	100%

For a failure to meet the Circuit Availability standard for the same circuit for three consecutive months, Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination, if Customer notifies Verizon in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month in which the same Service Level Standard is not met for that circuit. After a failure of three consecutive months or more, Verizon, upon written notice to Customer, may terminate its performance obligations under this SLA.

- B. Service Installation Period. During any monthly billing period that Company fails to meet the Service Installation Period Standard, Company will provide a credit equal to 50 percent of the MRC, after application of all discounts.

## VI. Exclusions

In addition to any exclusions specified above, Service Level Standard calculations will not count as unavailable or repair time any time that results from any one or more of the following:

- A. USPL Services that have been installed for less than one full calendar month;

- B. Any act or omission on the part of Customer, its contractors, vendors, agents or any other entity over which Customer exercises control or has the right to exercise control, other than acts or omissions of Company or Company approved 3<sup>rd</sup> party network or maintenance providers, including, but not limited to, the following:
- Delays of any kind attributable to Customer;
  - Incorrect or incomplete information provided by Customer;
  - CPE
  - Periods during which Company or the Company-approved maintenance provider is denied access to the CPE or network components at the Customer location when such access is required;
  - Customer's failure or refusal to release the circuit for testing;
  - Customer's unavailability when needed to close a Trouble Ticket;
  - Circuits where Customer (not Company) provides the local access loop;
  - The manner in which Customer has used the circuit, including, but not limited to router configuration, power availability and environmental conditions prevailing at Customer's location
  - Any third party equipment other than equipment furnished by LECs as part of the access services provisioned by Company via LEC facilities.
- C. Interruptions not reported by Customer, or for which no Trouble Ticket was opened, if required under Section III above;
- D. Proper electrical power is not available;
- E. A Force Majeure Event;
- F. Scheduled maintenance by Customer or entities under Customer's direction or control;
- G. Scheduled or emergency maintenance by Company;
- H. Customer's use of the USPL service in an unauthorized or unlawful manner;
- I. Network degradation, such as slow data transmission;
- J. Service outages attributable to installation of a new circuit;
- K. Delays resulting from order suspension due to credit issues involving Customer.